A G E N D A
CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
HYBRID (VIRTUAL & IN PERSON)
Thursday, July 1, 2021
5:00 PM

MASKS ARE REQUIRED FOR IN PERSON PARTICIPATION.

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.

DETAILS FOR PUBLIC PARTICIPATION IN THIS COUNCIL MEETING:

IN PERSON PARTICIPATION: Protective face coverings required at all times, including when speaking.

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 4:00 p.m. on the day of the meeting. All submitted comments will be provided to the City Council or the Board for consideration and compiled as part of the record.
- During the Meeting via Oral Comments: When the Mayor 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 Clerk will call speaker names and unmute speaker microphones (on the phone, press *6). You will have up to 3 minutes to provide your comments, with time set by the discretion of the Mayor. ***Please note, written comments will not be read but will be included in the final record.***

VIRTUAL MEETING ACCESS
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
Or call in phone number: 669-900-9128
Zoom Meeting Id 819 3683 2059

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby	Mayor
David R. Pacheco	Mayor Pro Tem
Jason Campbell	Council Member
Jon Wizard	Council Member
Alexis Garcia-Arrazola	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 City Council 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. VACCINATION UPDATE

B. 2021 ILLEGAL FIREWORKS ENFORCEMENT PLAN

C. RECRUITMENT UPDATE

8. CONSENT AGENDA

A. APPROVE MINUTES FOR JUNE 2, 2021 SPECIAL MEETING

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE MINUTES FOR JUNE 3, 2021 REGULAR MEETING

RECOMMENDATION: Approve minutes as presented in agenda packet.

C. APPROVE MINUTES FOR JUNE 17, 2021 CONCURRENT MEETING

RECOMMENDATION: Approve minutes as presented in agenda packet.

D. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of June 5, 2021 through June 18, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending June 17, 2021. Total Accounts Payable and Payroll for the above referenced period is $1,197,982.97.

E. PROCLAMATION DESIGNATING JULY 2021 AS PARKS AND RECREATION MONTH

RECOMMENDATION: Proclaim July 2021 as Parks & Recreation Month in the City of Seaside.

F. ADOPT A RESOLUTION APPROVING THE MEMORANDA OF UNDERSTANDING AND LISTING OF BENEFITS BETWEEN THE CITY OF SEASIDE AND THE CITY'S EMPLOYEE ASSOCIATIONS

RECOMMENDATION: Approve a resolution that adopts the following:

Memorandum of Understanding: Seaside Police Officers' Association; Seaside Firefighters' Association; Seaside Public Safety Managers' Association; Seaside City Employees' Association; and Seaside Managers and Supervisory Employees' Association.

Listing of Benefits and Compensation Plan: Confidential Employees; Confidential Exempt Employees; and Executive Managers

All concessions will be restored and the salary adjustments effective July 10, 2021, are a 2% salary increase, a modification to the longevity program, and out of class pay for the Firefighters' Association.

G. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM CENTRAL COAST HIGH SCHOOL

RECOMMENDATION: Approve a request from Central Coast High School for a donation of three thousand dollars ($3,000.00) from the Mayor's Youth Fund for the costs associated with their Work to Learn Program.

H. CONSIDER A FEE WAIVER REQUEST FROM CENTRAL COAST BOMBERS FOR THE USE OF SOPER FIELD, AND CUTINO PARK

RECOMMENDATION: Consider a request from the Central Coast Bombers for a Fee Waiver of Eleven Thousand, Seven Hundred, Sixty-Five Dollars ($11,765.00) for the costs associated with the use of Soper Field, and Cutino Park from July 2021

to November 2021.

I. APPROVE A RESOLUTION AUTHORIZING A ONE-YEAR AMENDMENT TO THE AUDIT CONTRACT WITH CLIFTON | LARSON | ALLEN LLP

RECOMMENDATION: Approve resolution authorizing a one-year amendment to the Audit Contract with Clifton | Larson | Allen LLP

J. ADOPT A RESOLUTION AUTHORIZING A MAINTENANCE AND RIGHT OF ENTRY AGREEMENT FOR COSTCO FUEL STATION IN SEASIDE

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a Maintenance and Right of Entry Agreement with AUG LLC for the Costco fuel facility.

K. ESTABLISH THE POSITIONS OF PARKING COMPLIANCE SPECIALIST, ASSISTANT PLANNER, AND CODE COMPLIANCE SPECIALIST

RECOMMENDATION: Approve the resolution establishing the positions of Assistant Planner, Parking Compliance Specialist, and Code Compliance Coordinator

9. PUBLIC HEARING

A. INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL AMENDING SEASIDE MUNICIPAL CODE (SMC) CHAPTERS RELATING TO FAMILY HOME DAYCARES, SPECIFICALLY, SMC 17.52.050 (DAY CARE FACILITIES), 17.98 (DEFINITIONS), 17.12.030 TABLE 2-1 (ALLOWED LAND USES AND PERMIT REQUIREMENTS), AND 17.14.030 TABLE 2-4 (ALLOWED LAND USES AND PERMIT REQUIREMENTS). AMENDMENTS ARE PROPOSED TO ACHEIVE COMPLIANCE WITH STATE LAW. (FIRST READING, ROLL CALL VOTE)

RECOMMENDATION:
Introduction and first reading of an Ordinance of the City Council of the City of Seaside amending the following sections of the Seaside Municipal code to align with State law regarding Family Daycare Homes: 17.52050, 17.98, 17.12.030 Table 2-1, and 17.14.030 Table 2-4.

10. BUSINESS ITEMS

A. CONSIDER RESOLUTION BY SEASIDE HIGHLANDS HOMEOWNERS ASSOCIATION AND PROVIDE COUNCIL DIRECTION

RECOMMENDATION: Staff recommends the Council deny Seaside Highland Homeowner's Association request for reimbursement and not adopt the proposed

resolution from Seaside Highlands Homeowners Association.

B. DISCUSS AND PROVIDE POLICY DIRECTION TO STAFF REGARDING DRAFT MOBILE VENDOR (FOOD TRUCK) ORDINANCE

RECOMMENDATION: Provide policy direction to staff regarding draft mobile vendor ordinance.

C. CONSIDER ADOPTION OF A SISTER CITY PROGRAM AND FORMING A SISTER CITY RELATIONSHIP WITH OAXACA, MEXICO

RECOMMENDATION: Approve the adoption of the Sister City program and the formation of a relationship with the City of Oaxaca, Mexico.

D. CONSIDER RESOLUTION SETTING COMMEMORATIVE OBSERVANCES AND FLAG POLICY

RECOMMENDATION: Consider and adopt resolution setting Commemorative Observances and Flag Policy

11. COUNCIL MEMBER REQUESTS

A. REQUEST FOR PROPOSALS FOR CANYON DEL REY PROPERTIES (COUNCILMEMBER WIZARD)

B. VACANCY TAX FOR COMMERCIAL BUSINESSES (COUNCILMEMBER GARCIA-ARRAZOLA)

C. TRASH CANS ON NOCHE BUENA STREET, NORTH OF BROADWAY AVENUE (COUNCILMEMBER WIZARD)

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. CLOSED SESSION

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8
PROPERTIES UNDER NEGOTIATION:

1. BROADWAY AND FREMONT: 1601 FREMONT BLVD (APNS: 011-544-003 AND 011-544-004)

2. BROADWAY AND DEL MONTE:1590 DEL MONTE AND 490 BROADWAY AVE (APNS: 011-302-002 AND 011-302-014)

NEGOTIATORS FOR CITY: CRAIG MALIN, CITY MANAGER

B. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9 TWO MATTERS OF POTENTIAL LITIGATION

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
July 15, 2021
5:00 PM

The City of Seaside is committed to providing accessible facilities and accommodating people with 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

SPECIAL MEETING
VIRTUAL ONLY
Wednesday, June 2, 2021
5:00 PM

1. CALL TO ORDER

Mayor Oglesby called the meeting to order at 5:00 p.m.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. PLEDGE OF ALLEGIANCE

The Pledge was led by City Manager Craig Malin.

4. PUBLIC COMMENT

None

5. BUSINESS ITEMS

A. CONTINUE PRESENTATION ON THE DRAFT FISCAL YEAR 2021-2022 OPERATING BUDGET, CAPITAL IMPROVEMENT PROGRAM, POSITION CONTROL LIST, SALARY SCHEDULE, AND RESERVE AMOUNTS AND PROVIDE DIRECTION TO STAFF AS TO ANY CHANGES TO BE MADE PRIOR TO ADOPTION

Finance Director Victor Damiani and City Engineer Nisha Patel provided a presentation on the item and responded to questions from the Council.

The Council provided direction and recommended changes to be incorporated into the FY 2021-2022 budget. The Council was scheduled to vote on the proposed budget at its June 17, 2021 regular meeting.

6. ADJOURNMENT

With no further business, the meeting adjourned at 6:58 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor

DRAFT MINUTES
CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
VIRTUAL ONLY
Thursday, June 3, 2021
7:00 PM

1. CALL TO ORDER

The Mayor called the meeting to order at 7:00 PM

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was held for invocation. The Pledge was led by Council Member Garcia-Arrazola.

4. REVIEW OF AGENDA

No changes presented by the City Attorney or City Manager. Councilmember Garcia-Arrazola requested to switch the order of Business Items 9B and 9C. Mayor Oglesby granted the request.

5. PUBLIC COMMENT

Susan Schiavone, Dr. Choi, Uli, Franco Pacheco, Peter Kaiser, Pastor Kenneth Murray

6. PUBLIC AGENCY COMMUNICATIONS

A. SEASIDE POLICE DEPARTMENT PARTNERING WITH THE JUNETEENTH COALITION & COMMITTEE CULTURAL FESTIVAL ON JUNE 19, 2021

Police Chief Abdul Pridgen announced the partnership with the Juneteenth and described the festivities planned for June 19, 2021.

7. PRESENTATIONS

A. VACCINATION UPDATE

Fire Chief Mary Gutierrez presented the item and responded to questions from the Council.

B. MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN PRESENTATION BY LAURA EMMONS, EMERGENCY SERVICES PLANNER (COUNTY OF MONTEREY)

Laura Emmons, Emergency Services Planner for County of Monterey presented the item and responded to questions from the Council.

C. PUBLIC WORKS DEPARTMENT ARBOR DAY TREE PLANTING UPDATE

City Engineer Nisha Patel provided an update on the Arbor Day tree planting and responded to questions from the Council.

8. CONSENT AGENDA

Item 8D was pulled by Susan Schiavone and item 8E was pulled by Peter Kaiser.

On motion by Council Member Campbell and second by Mayor Pro Tem Pacheco and passed by the following roll call vote, the City Council moved to approve the consent agenda except items 8D and 8E.

RESULT: 5-0-0-0
AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES: None
ABSTAIN: None
ABSENT: None

A. APPROVE MINUTES FROM MAY 18, 2021 SPECIAL MEETING

Action: Approved

B. APPROVE MINUTES FROM MAY 20, 2021

Action: Approved

C. APPROVE AND FILE CITY CHECKS

Action: Approved & Filed

D. PROCLAMATION DECLARING THE WEEK OF JUNE 21-27, 2021 AS POLLINATOR WEEK IN THE CITY OF SEASIDE

Susan Schiavone provided comments on the item.

On motion by Council Member Campbell and second by Mayor Pro Tem Pacheco and passed by the following roll call vote, the City Council moved to approve the consent agenda item 8D.

RESULT: 5-0-0-0
AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES: None
ABSTAIN: None
ABSENT: None

ACTION: APPROVED

E. PROCLAMATION DECLARING MAYORS FOR PEACE AS REQUESTED BY MAYOR PRO TEM PACHECO

Peter Kaiser provided comments on the item.

On motion by Council Member Campbell and second by Mayor Pro Tem Pacheco and passed by the following roll call vote, the City Council moved to approve the consent agenda item 8E.

RESULT: 5-0-0-0
AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES: None
ABSTAIN: None
ABSENT: None

ACTION: APPROVED

F. APPROVE THE RESOLUTION CREATING THE CLASSIFICATION OF HUMAN RESOURCES ANALYST AND MODIFYING THE POSITION ALLOCATION LIST TO ADD AN ASSISTANT CITY MANAGER IN THE COMMUNITY, ECONOMIC DEVELOPMENT, AND HOUSING DEPARTMENT

Action: Approved Resolution 21-47

G. APPROVE A FEE WAIVER REQUEST FROM PALENKE ARTS ORGANIZATION TO USE LAGUNA GRANDE PARK TO HOLD THEIR FIFTH ANNUAL PALENKE ARTS FESTIVAL AND APPROVE THE SPECIAL EVENT APPLICATION

Action: Approved

H. APPROVE RESOLUTION ACCEPTING SB91 EMERGENCY RENTAL ASSISTANCE PROGRAM (ERAP) GRANT OF $575,000.00 FOR THE CITY'S RESIDENTIAL RENT AND UTILITY ASSISTANCE PROGRAM

Action: Approved Resolution 21-48

I. DECLARATION OF VACANCIES ON THE CITY'S BOARDS, COMMISSIONS AND COMMITTEES

Action: Approved

J. APPROVE A RESOLUTION MODIFYING THE ANNUAL CITY COUNCIL OUTSIDE ASSIGNMENTS FOR JANUARY 1, 2021 TO DECEMBER 31, 2021

Action: Approved Resolution 21-49

9. BUSINESS ITEMS

A. PROCLAMATION DECLARING JUNE AS PRIDE MONTH IN THE CITY OF SEASIDE AS REQUESTED BY COUNCILMEMBER CAMPBELL

Mr. Malin presented the item. There were no questions from the Council.

PUBLIC COMMENT: Peter Kaiser, Franco Pacheco, Eloise Shim, Sarah Haller, Anthony Rocha.

On motion by Council Member Campbell and second by Mayor Pro Tem Pacheco and passed by the following roll call vote, the City Council moved to approve the proclamation declaring June as Pride Month in the City of Seaside.

RESULT: 5-0-0-0
AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES: None
ABSTAIN: None
ABSENT: None

ACTION: APPROVED

B. AUTHORIZATION TO FLY PRIDE FLAG AT CITY HALL AS REQUESTED BY COUNCILMEMBER CAMPBELL

This item was changed to be recognized as 9C during the review of the agenda.

Mr. Malin reviewed the item and confirmed that the action taken on the previous item would include the allowance of the Pride Flag being flown at City Hall.

PUBLIC COMMENT: Peter Kaiser, Franco Pacheco

Councilmember Wizard confirmed that the vote on the previous item deemed a vote as to whether to fly the Pride Flag at City Hall unnecessary since the action taken provided the allowance.

On motion by Council Member Wizard and second by Mayor Pro Tem Pacheco and passed by the following roll call vote, the City Council moved to approve the table the authorization to fly the Pride Flag at City Hall indefinitely.

A substitute motion for a symbolic vote made by Councilmember Campbell and second by Councilmember Wizard failed.

RESULT: 4-0-1-0
AYES: Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES: None
ABSTAIN: Campbell
ABSENT: None

ACTION: TABLED INDEFINITELY

C. CONSIDER ADOPTION OF A DISPLAY OF FLAGS ON PUBLIC PROPERTY POLICY

This item was changed to be recognized as 9B during the review of the agenda.

City Attorney Sheri Damon presented the item and responded to questions from the Council.

On motion by Mayor Pro Tem Pacheco and second by Councilmember Garcia-Arrazola and passed by the following roll call vote, the City Council moved to approve the flag guidelines as outlined by the Library of Congress Commemorative observances and include the allowance of the flying of the existing flags (POW MIA).

PUBLIC COMMENT: Franco Pacheco, Eloise Shim, Peter Kaiser

RESULT: 4-1-0-0
AYES: Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES: Campbell
ABSTAIN: None
ABSENT: None

ACTION: APPROVED

D. INTRODUCTION TO THE AMERICAN RESCUE PLAN ACT

Mr. Damiani and Mr. Malin provided a presentation on the item and responded to questions from the Council.

PUBLIC COMMENT: Dr. Choi, Peter Kaiser, Sarah Haller, Lyvesha Franklin

The Council provided direction to staff for development of how the funds would be utilized and asked that the item be brought back for consideration.

10. COUNCIL MEMBER REQUESTS

None

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

Reports provided.

12. ADJOURNMENT

With no further business to discuss, the meeting was adjourned at 10:19 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk **Ian N. Oglesby, Mayor**

DRAFT MINUTES

CITY OF SEASIDE	CONCURRENT MEETING
CITY COUNCIL/	VIRTUAL ONLY
SUCCESSOR AGENCY TO THE	Thursday, June 17, 2021
REDEVELOPMENT AGENCY	5:00 p.m. and 7:00 p.m.

1. CALL TO ORDER

Mayor/Chair Oglesby called the meeting to order at 5:00 p.m.

2. CITY COUNCIL/SUCCESSOR AGENCY TO REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE

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

3. PLEDGE OF ALLEGIANCE

The Pledge was led by Councilmember Campbell.

4. PUBLIC COMMENT

None.

5. CLOSED SESSION

City Attorney Sheri Damon read the closed session items. Public comment was properly opened and there were no comments.

A. CLOSED SESSION PURSUANT TO GOVERNMENT CODE 54957.6 - CONFERENCE WITH LABOR NEGOTIATORS

B. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 - EXISTING LITIGATION (ONE MATTER)

C. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 - POTENTIAL LITIGATION (ONE MATTER)

At the end of closed session, Ms. Damon stated there was no action to announce.

6. RECESS OF THE JOINT SPECIAL MEETING

Chair/Mayor Oglesby recessed the meeting until 7:00 p.m.

7. AT 7:00 PM CALL TO ORDER THE REGULAR MEETING AND RECONVENE JOINT SPECIAL MEETING

Mayor/Chair Oglesby reconvened the Joint Special meeting and called to order the regular meeting at 7:00 p.m.

8. ROLL CALL – ESTABLISHMENT OF QUORUM

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

9. REVIEW OF AGENDA

No changes.

10. PUBLIC COMMENT

Rick Heuer, Staci Alziebler-Perkins, Rosalyn Green, Peter Kaiser

11. PUBLIC AGENCY COMMUNICATIONS

None

12. PRESENTATIONS

A. VACCINATION UPDATE

Fire Chief Mary Gutierrez provided a presentation and announced two upcoming vaccine clinics in Seaside: June 26 at OceanView Baptist Church and July 17 at New Baptist Church.

B. STATE OF CALIFORNIA AND CITY OF SEASIDE RE-OPENING PLANS

Human Resources/Risk Manager Roberta Greathouse provided a presentation and responded to questions from the Council.

C. 2021 ILLEGAL FIREWORKS ENFORCEMENT PLAN

Police Chief Abdul Pridgen provided a presentation and provided the tip-line phone number: (831) 718-8777.

D. PAVEMENT REHABILITATION UPDATE

City Engineer Nisha Patel provided an update and responded to questions from the Council.

13. CONSENT AGENDA

Peter Kaiser and Sarah Haller requested to pull item 13F and Mr. Kaiser requested to pull item 13H.

On motion by Councilmember Campbell and second by Mayor Pro Tem Pacheco and carried by the following roll call vote, the City Council moved to approve the Consent Agenda items except for item 13F and 13H.

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES: None
ABSTAIN: None
ABSENT: None

A. APPROVE MINUTES FROM JUNE 3, 2021 JOINT SPECIAL MEETING

ACTION: APPROVED

B. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED & FILED

C. PROCLAMATION DECLARING JUNE 19 AS JUNETEENTH INDEPENDENCE DAY IN THE CITY OF SEASIDE

ACTION: APPROVED

D. APPROVE A FEE WAIVER FROM HINDU TEMPLE OF MONTEREY PENINSULA FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR DIWALI CELEBRATION NIGHT EVENT ON OCTOBER 23, 2021

ACTION: APPROVED

E. APPROVE RESOLUTION AUTHORIZING FISCAL YEAR 2021-22 STREET REPAIR PROJECT LIST TO BE FUNDED IN PART WITH SB1: THE ROAD MAINTENANCE REPAIR AND ACCOUNTABILITY ACT OF 2017 FUNDS, AND AUTHORIZING STAFF TO SUBMIT THE LIST TO THE CALIFORNIA TRANSPORTATION COMMISSION

ACTION: APPROVED RESO. 21-50

F. CONSIDER THE SALE OF SAFE AND SANE FIREWORKS IN THE CITY OF SEASIDE JUNE 28 - JULY 5 BY MONTEREY BAY CHRISTIAN CENTER, THE

VILLAGE PROJECT, SEASIDE AQUATICS CLUB INC., AND THE CARPENTERS HOUSE

ACTION: APPROVED

G. ADOPT RESOLUTION CONFIRMING WATER ALLOCATION TO KB BAKEWELL SEASIDE II FOR THE CAMPUS TOWN PHASE I PROJECT

ACTION: APPROVED RESO. 21-51

H. APPROVE A RESOLUTION AUTHORIZING THE CLOSURE OF BROADWAY AVENUE FROM HILLSDALE TO ALHAMBRA STREETS FOR THE CITY OF SEASIDE 4TH OF JULY BLOCK PARTY ON SUNDAY, JULY 4, 2021

ACTION: APPROVED RESO. 21-52

I. ADOPT RESOLUTION APPROVING AMENDMENT #1 WITH MONTEREY BAY ENGINEERS FOR CUTINO PARK DESIGN SERVICES FOR AN AMOUNT NOT TO EXCEED $38,362.00

ACTION: APPROVED RESO. 21-53

14. PUBLIC HEARING

A. INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL AMENDING SEASIDE MUNICIPAL CODE SECTION 10.32.050 TO ESTABLISH HOURS OF OPERATION FOR SIDEWALK VENDING AND ADDING CHAPTER 10.50 TO ESTABLISH REGULATIONS FOR MOBILE FOOD VENDORS IN THE PUBLIC RIGHT-OF-WAY

Ms. Damon and Mr. Malin reviewed the item and advised the Council that a draft ordinance would be re-noticed for their review at the July 1 regular meeting.

15. BUSINESS ITEMS

A. ADOPT A RESOLUTION APPROVING A 2.29% INCREASE IN THE GARBAGE COLLECTION RATE EFFECTIVE JULY 1, 2021

Ms. Greathouse provided a presentation and responded to questions from the Council along with Rob and Dave Hilton of HF&H Consultants, General Manager Tim Flanagan and Director of Communications Zoe Shoats of Monterey Regional Waste Management District, Operations Manager Jim Moresco, Co-Chief Executive Officer Tracy Adamas and Chief Strategy Officer Emily Hansen of GreenWaste Recovery.

PUBLIC COMMENT: Alex Miller, Sarah Haller

On motion by Councilmember Campbell and second by Mayor Oglesby and carried by

the following roll call vote, the City Council moved to adopt the resolution increasing the garbage collection rate to 3.3%.

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES: None
ABSTAIN: None
ABSENT: None

ACTION: APPROVED RESO. 21-54

B. CONSIDER ADOPTION OF A RESOLUTION APPROVING THE FISCAL YEAR 2021-2022 GENERAL AND OTHER FUNDS OPERATING BUDGET, CAPITAL OUTLAY BUDGET, CAPITAL IMPROVEMENT BUDGET, FEE SCHEDULE, POSITION CONTROL LIST, SALARY SCHEDULE, THE APPROPRIATIONS LIMIT, THE CAPITAL IMPROVEMENT PLAN, AND SET RESERVE AMOUNTS

Finance Director Victor Damiani and Mr. Malin provided a presentation of the item and responded to questions from the Council.

PUBLIC COMMENT: Eloise Shim, Sarah Haller, Karla Lobo, Robert Daniels, Rosalyn Green

On motion by Council/Agency member Campbell and second by Mayor Pro Tem/Vice-Chair Pacheco and carried by the following roll call vote, the City Council/Successor Agency moved to adopt the resolution approving the fiscal year 2021-2022 budget with amendments.

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES: None
ABSTAIN: None
ABSENT: None

ACTION: APPROVED RESO. 21-55 & 21-02SA

16. COUNCIL MEMBER REQUESTS

A. SEASIDE HIGHLANDS PRESENTATION REQUEST FOR ACTION (MAYOR OGLESBY)

Mayor Oglesby reviewed his request to have the item placed on the July 1 regular meeting agenda.

Councilmember Garcia-Arrazola requested an item regarding vacancy tax for commercial businesses and establishing a sister city with the state of Oaxaca, Mexico.

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

There were no reports from the City Manager and City Attorney. The Mayor and City Council provided reports on their committee assignments.

18. ADJOURNMENT

With no further business, the meeting adjourned at 10:56 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk	**Ian N. Oglesby, Mayor**

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Jessica Riley, Assistant Finance Director

DATE: July 1, 2021

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of June 5, 2021 through June 18, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending June 17, 2021. Total Accounts Payable and Payroll for the above referenced period is $1,197,982.97.

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:

- $605,256.99 for Payroll and benefits
- $17,670.00 to Ed & Rod Herd for Fence work completion at Cutino Park.
- $27,651.06 to California-American Water for Water consumption for multiple City of Seaside service addresses. Billing period of 4/21/2021-5/25/2021. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.

- $13,149.00 to League of California Cities for Membership dues for calendar year 2021.
- $15,372.72 to Monterey County Convention & Visitor's Bureau for TID (Tourism Improvement District) Remittance for the reporting period of April 2021 from the 13 City of Seaside motels/hotels.
- $28,076.12 to U.S. Bank - Cal Card for City of Seaside purchase card transactions for the billing period of 3/22/2021 - 4/22/2021.
- $10,129.65 to Hinderliter, de Llamas & Associates for Q4 2020 Contract/Audit Services.
- $61,713.86 to Monterey County Elections Department for Charges for 11/3/2020 election. County employees $11,563.92; Temporary Staff $13,520.18; Voter information guide & voting equipment $6,128.01; Office $4,434.86; Transportation $1,571.69; Notices $1,339.99; Indirect Costs $15,071.50; Credit for Hava Grant -$14,066.06.
- $25,470.00 to Angelina's Bakery Deli & Café for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 5/17/2021 - 5/22/2021 & 5/24/2021 - 5/29/2021.
- $31,530.00 to Googie Grill for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 5/17/2021 - 5/23/2021 & 5/24/2021 - 5/30/2021.
- $15,176.95 to Monterey Bay Military Housing LLC for United Way rental assistance for one tenant for 9 months through 6/30/2021 and one tenant for 2 months through 11/30/2020.

The remaining checks, totaling $346,786.62 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.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: July 1, 2021

SUBJECT: **PROCLAMATION DESIGNATING JULY 2021 AS PARKS AND RECREATION MONTH**

RECOMMENDATION

Proclaim July 2021 as Parks & Recreation Month in the City of Seaside.

BACKGROUND

The request is to accept the proclamation designating July 2021 as Parks and Recreation Month.

FISCAL IMPACT

There is no fiscal impact for this item.

ATTACHMENTS

1. Parks and Recreation Month 2021

Reviewed for Submission to the City Council by:

Craig Malin, City Manager

City of Seaside
PROCLAMATION

Parks and Recreation Month
July 2021

WHEREAS, *Parks and Recreation makes lives and communities better now and in the future; and*

WHEREAS, *it is established through statewide public opinion research, 98% of California households visit a local park at least once a year; two in three households visit a park once a month; 50% of households participate in an organized recreation program; and most park use is with family and friends; and*

WHEREAS, *residents value recreation as it provides positive alternatives for children and youth to reduce crime and mischief especially during non-school hours; it promotes the arts, it increases social connections; aids in therapy; and promotes lifelong learning; and*

WHEREAS, *residents value their parks for access to outdoor spaces for children and adults to play and be active; exercise and group sports; and*

WHEREAS, *parks provide access to the serenity and the inspiration of nature and outdoor spaces as well as preserve and protect the historic, natural and cultural resources in our community; and*

WHEREAS, *the residents of the City of Seaside including children, youth, families, adults, seniors, businesses, community organizations, and visitors benefit from the wide range of parks, trails, open space, sports fields, tennis courts, facilities and programs including Soper Field, Cutino Park, Patchetti Park, Laguna Grande Park & Robert's Lake Eco-Recreation Station provided by the City of Seaside; and*

WHEREAS, *the City Council urges all its residents to recognize that parks and recreation enriches the lives of its residents and visitors as well as adding value to the community's homes and neighborhoods; and*

WHEREAS, *July is celebrated across the nation as Parks and Recreation Month.*

NOW THEREFORE, BE IT PROCLAIMED, *that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim July 2021, as* ***"Parks and Recreation Month"*** *and in doing so, urges all its citizens to use and enjoy its parks, trails, open space, facilities, and recreation opportunities.*

_____

Ian N. Oglesby, Mayor

July 1, 2021

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: July 1, 2021

SUBJECT: **ADOPT A RESOLUTION APPROVING THE MEMORANDA OF UNDERSTANDING AND LISTING OF BENEFITS BETWEEN THE CITY OF SEASIDE AND THE CITY'S EMPLOYEE ASSOCIATIONS**

RECOMMENDATION

Approve a resolution that adopts the following:

Memorandum of Understanding: Seaside Police Officers' Association; Seaside Firefighters' Association; Seaside Public Safety Managers' Association; Seaside City Employees' Association; and Seaside Managers and Supervisory Employees' Association.

Listing of Benefits and Compensation Plan: Confidential Employees; Confidential Exempt Employees; and Executive Managers

All concessions will be restored and the salary adjustments effective July 10, 2021, are a 2% salary increase, a modification to the longevity program, and out of class pay for the Firefighters' Association.

BACKGROUND

The City's bargaining team meet with representatives of the City's labor associations to discuss the terms and conditions of the successor Memoranda of Understanding. The major issues discussed involved returning the concessions the associations agreed to take due to the COVID-19 pandemic and addressing mutual concerns related to health care costs and employee retention. To that end, the parties agreed to the following:

1. Salary: Effective in the first full pay period of July the salary schedules for employees shall be increased by two percent (2%.)

2. Medical Plan Benefits: The City will form a City-wide Benefits Committee to review/research potential medical plan benefits options subject to reaching mutual agreement on language and participation from all bargaining units.

3. Longevity Pay: Effective in the first full pay period of July, the existing Longevity Pay Program will be replaced with the following: 2.5% @ 5 years, 2.5% @ 10 years, 2.5% @ 15 years.

4. Concessions: All concessions, including furloughs, salary and benefit reductions, and deferred salary increases will be returned July 10, 2021.

The teams also discussed special issues raised by bargaining units.

Upon request, the Seaside City Employees' Association members will receive City logo shirts to address their concerns with being able to be identified as a City employee at meetings outside of City Hall.

Members of the Firefighters' Association have not in the past been compensated for working out of class on an intermittent basis. Moving forward, individuals qualified to act out of class in one "bump up" position will receive a 2% salary adjustment and those quailed to work on out class in two or more positions will receive a 3% salary adjustment. The waiting period before additional pay starts for acting in a long term assignment was reduced from 30 days to the beginning of the pay period after the assignment begins.

To address recruitment and retention challenges associated with hiring qualified engineers, new Senior Civil Engineers and Associate Engineers represented by the Seaside Managers and Supervisory Employees' Association will be eligible for a $30,000 recruitment bonus to be paid out:

$10,000 in the first full pay period of employment;
$10,000 in the first full pay period following completion of probation; and
$10,000 in the first full pay period following the second anniversary date off employment with the City.

To address compaction issues, and market equity issues, the Police Chief shall receive a 7.5% equity adjustment, the Fire Chief shall receive an 8.8% equity adjustment, and the Fire Chief shall receive an increase in uniform allowance of $72 per year.

FISCAL IMPACT

The estimated cost associated with these agreements have been incorporated into the Adopted Fiscal Year 2021 / 2022 budget. The total cost for all groups is approximately $600,000.

ATTACHMENTS

1. Resolution approve agreements
2. SMSEA MOU 2021-22
3. Department Director Compensation Plan 2021
4. Confidential Non-Exempt Benefit Listing 2021-22
5. Confidential Exempt Listing of Benefits 2021-22
6. SPSMA MOU 2021-22
7. Fire MOU 2021-22
8. POA Final MOU 2021-22
9. SCEA Final MOU

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

ADOPTING THE MEMORANDUM OF UNDERSTANDING, LISTING OF BENEFITS, AND COMPENSATION PLAN BETWEEN THE CITY OF SEASIDE AND THE CITY'S EMPLOYEE ASSOCIATIONS

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Section 3500 et. seq., Government Code), representatives of the City Manager of the City of Seaside and City's employee associations, have met and conferred in good faith regarding wages, and other terms and conditions of employment; in an attempt to reach a Memorandum of Understanding; and

WHEREAS, the employee association representatives and representatives of the City Manager of the City of Seaside have reached agreement with respect to matters herewith jointly set forth, and have developed a written understanding of such matters for the purpose of presenting it to the City Council of the City of Seaside for its determination; and

NOW, THEREFORE, BE IT RESOLVED, that the attached Memoranda of Understanding, Listing of Benefits, and Compensation Plan with the following associations shall be effective as stated therein:

- Memorandum of Understanding: Seaside Police Officers' Association; Seaside Firefighters' Association; Seaside Public Safety Managers' Association; Seaside City Employees' Association; and Seaside Managers and Supervisory Employees' Association.

- Listing of Benefits and Compensation Plan: Confidential Employees; Confidential Exempt Employees; and Executive Managers

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of July 2021, by the following vote:

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

APPROVED:

_____
Ian N. Oglesby, Mayor

ATTEST:

_____
Dominique L. Davis, City Clerk

Memorandum of Understanding

Between the City of Seaside

And

The Seaside Management and Supervisory Employees' Association

July 1, 2021 – June 30, 2022

Memorandum of Understanding Between the City of Seaside and the Seaside Management and Supervisory Employees' Association

July 1, 2021 – June 30, 2022

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Memorandum of Understanding between the City of Seaside and the Seaside Management and Supervisory Employees' Association

We the undersigned duly appointed representatives of the City of Seaside and of the Seaside Management Employees' Association, a recognized employee organization, hereinafter referred to as "City" and "Association," having met and conferred in good faith in accordance with the Meyers-Millias-Brown Act, (Government Code Section 3500 et. seq.) do hereby prepare and execute the following written amendment to the Memorandum of Understanding. It is understood that the provisions herein set forth supersede previous Memorandum of Understanding between the City and Association, all items not expressly modified or changed by the MOU shall remain in effect during the term of the MOU except those items that no longer apply. All provisions of the MOU as stated within and other benefits enjoyed by the membership shall remain in effect until this MOU is modified through meet and confer.

SECTION 1: TERM

The provisions of the Memorandum of Understanding shall become effective July 1, 2021, and shall remain in effect for a period, terminating on June 30, 2022

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. Concessions:

Previously agreed upon concessions will be restored on July 10, 2021. The concessions are a 5% salary reduction for exempt employees and an increase in working hours by two additional hours per week for non-exempt employees.

2. General Salary Adjustments:

Effective the pay period beginning July 10, 2021, all members will receive a 2% salary increase.

3. Longevity Pay:

Effective July 10, 2021, the following longevity pay program will be in effect:

a. Bargaining unit members with five or more years of service shall receive longevity pay in the amount of 2.5% of the member's Base Salary Rate.
b. Bargaining unit members with ten or more years of service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 5%).
c. Bargaining unit members with fifteen or more years of service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 7.5%).

4. ***Spanish Bilingual Pay:***

   a. A represented employee who receives a passing grade on his / her bilingual skill test will receive a 2 ½% pay adjustment. The City will use Language Testing International (LTI) or other suitable and appropriately certified testing organization for Spanish bilingual testing.

   b. Employee must pass both the listening and reading comprehension test or the speaking test to be eligible for bilingual pay.

   c. This program is subject to administrative direction and to City established procedures.

5. ***Additional Pay for Additional Duties***

   a. When a management employee assumes duties and responsibilities beyond those regularly performed in the employee's existing job classification, the City Manager may, in the City Manager's discretion, institute performance pay in an amount equal to 2 1/2 % or 5%.

   b. The institution of performance pay shall be confirmed in writing by the City Manager.

6. ***Additional Pay for Temporarily Assuming Supervisor's Position***

   a. A pay increase not to exceed 5% may be paid to a management employee temporarily filling a supervisor's position while the supervisor's position is vacant. The determination of vacancy will be based upon recommendation by the Department Head to the City Manager.

   b. The increased pay will not be paid in any case unless a supervisor vacancy is the result of sickness, resignation, or termination.

   c. The increased pay will not be paid when the supervisor is on vacation.

   d. The increased pay will not be paid for the first thirty calendar days of the vacancy as determined above.

   e. "Supervisor" is defined narrowly and means only the person to whom the employee is responsible on a continuing basis.

7. ***Temporary Upgrade Pay (non-exempt represented employees only)***

   a. Employees who are assigned to perform a majority of the duties of a position within a higher classification from that in which they are regularly employed shall receive the compensation specified for that position to which assigned, if performing the duties thereof for a period of thirty (30) consecutive calendar days.

b. Said increased compensation should be at the lowest step of the higher classification which will accord such employee an increase of at least 5% over his/her current regular compensation.

c. The assignment shall be confirmed in writing by the Manager.

d. Acceptance of an interim assignment to higher position, thirty (30) or more consecutive days, shall require mutual assent of employer and employee.

8. Performance Pay

The City Manager is authorized to grant an annual salary increase of up to 10% to a management employee's base salary, depending upon the performance of the employee under consideration for salary increase. When granted, Performance Pay will end at the conclusion of one calendar year unless extended in writing by the City Manager. This will give the City Manager flexibility in setting salaries consistent with performance.

9. Specialized Drivers' License

All individuals assigned to operate equipment requiring possession of a Class B or higher specialized California drivers' license shall receive a 5% premium pay for possession of a valid license. This differential is applicable when the regular job assignment requires operation of equipment of a specialized class for at least eleven (11) days during the calendar month. This differential shall not apply to individuals receiving equipment operation training instruction and/or short term work experience assignments.

10. Recruitment Incentive for Associate & Senior Engineer

The following recruitment incentive will apply to all Associate Civil Engineer and Senior Engineers hired on or after July 1, 2021.

a. $7,500 will be paid in the first full pay period of employment
b. $7,500 will be paid in first full pay period after passing probation
c. $7,500 will be paid in first full pay period following 2nd anniversary
d. $7,500 will be paid in first full pay period following 3rd anniversary

B. Overtime (Non-Exempt Represented Employees)

1. Pre-Approval:

Requests for overtime must be pre-approved by the Department Head or Department Head designee. Overtime which cannot be scheduled and approved in advance shall be permitted at the Department Head's discretion, subject to City Manager review.

2. Minimum Overtime Guarantee:

When an employee is called back to work on an emergency basis, the employee shall be compensated for a minimum of two (2) hours overtime.

3. ***FLSA Overtime Calculation:***

Overtime shall be paid at time-and-a-half for hours worked in excess of 40 hours per week. All employee overtime shall be earned in increments of no less than 15 minutes and will be compensated in cash at the rate of time and one-half (1 ½) the employee's established overtime rate .

4. ***Maximum Compensatory Time Off Balance:***

Compensatory time off may be granted instead of overtime pay only where requested by the employee and approved by the Department Head. Non-exempt represented employees may accrue up to a maximum of 80 hours of compensatory time in lieu of overtime.

5. ***Martin Luther King & July 4th Calculation:***

For the purpose of overtime calculations during the workweek in which the Martin Luther King and Fourth of July Holidays fall, all time in paid status shall count towards time worked.

6. ***Festival of Patriots Parade:***

Bargaining unit employees required to work the day of the Festival of Patriots Parade shall receive premium pay at the rate of time and one half the employee's established overtime rate. This premium is limited to time worked on this particular event and does not apply to any other regularly scheduled workdays.

C. **Administration of Pay Plan:**

1. ***Anniversary Date***

a. The anniversary date for each employee is the date he/she is hired, reclassified, or promoted.

b. The anniversary date of any employee shall be adjusted, or changed, in the case of a leave of absence, by moving said anniversary date forward a time equal to the length of such leave of absence, except family care or medical leave, according to the California Family Rights Act and military leaves of absence in accordance with the California Military and Veterans Code and Title 38, chapter 43, U.S. Code. Whenever any employee is absent from work without pay for any period of exceeding thirty (30) continuous days, the anniversary date of said employee shall be adjusted by moving said anniversary date forward a time equal to the length of absence from work.

c. Any employee who has served for one (1) year or more and takes leave of absence for purposes of military service in excess of the time defined as "temporary military leave," as defined by the Military and Veterans' Code, shall upon return to employment with the City have their anniversary date adjusted by moving said date forward a length

of time equal to the number of days absent from employment due to military service, provided, however, said employee returns to work for the City within ninety (90) days of his/her discharge from military service.

d. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth below.

2. *Salary Ranges*

The five (5) steps of each salary range shall be interpreted and applied as follows:

a. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.

b. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of six (6) months satisfactory service in the first step and upon written recommendation of the Department Head and approval by the City Manager.

c. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of the Department Head and approval by the City Manager.

d. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the third step and upon written recommendation of the Department Head and approval by the City Manager.

e. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the fourth step and upon the written recommendation of the Department Head and approval of the City Manager.

f. Notwithstanding the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to classification having a higher overlapping salary range, shall be adjusted:

i. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. If the step in the new range is the first step, the employee shall remain in that step for six (6) months before becoming eligible for advancement to the second step.

ii. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.

g. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward the employees shall have their existing salary adjusted to the same step in the new range.

h. In any case where, by reason of unusual circumstances, rigid adherence to the forgoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.

i. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time services, the rate of compensation provided for such positions shall be adjusted accordingly, except those employees indicated in this resolution as working part-time or on a retainer, in which case they shall draw the full salary indicated. If the present adjustments shall be made in the rates, the step plan shall apply to part-time salaried as well as full-time salaried employees.

j. Changes in pay rates shall be made on the first day on the pay period next following the date of eligibility and authorization.

SECTION 3: BENEFITS

A. Retirement:

The City contracts with the California Public Employees' Retirement System (CalPERS or PERS) for retirement benefits.

1. ***CalPERS Classic Plan for Classic Members***

   a. "Classic" members will receive the CalPERS 2% @ 55 Miscellaneous Members retirement plan (Gov't Code 21354.4). The 2% @ 55 plan will also be provided to new City employees who are considered to be Classic members under the California Public Employees' Pension Reform Act (PEPRA). A classic member is a member who does not fit the definition of "New" member as defined in Gov't Code 7522.04(f).

   b. Employee Contribution: Employees enrolled in the 2% @ 55 plan shall pay the 7% employee contribution.

2. ***CalPERS PEPRA Plan for New Members***

   a. "New" members, as defined in Gov't Code 7522.04(f), will be enrolled in the 2% @ 62 Miscellaneous Members retirement plan (Gov't Code 7522.20(a)).

   b. Employee Contribution: As required by PEPRA, New members enrolled in the PEPRA plan shall pay 50% of the "normal cost" of projected benefits attributable to the current year of service as determined annually by CalPERS. This employee contribution may change annually as required by PEPRA. CalPERS Survivor Benefits

3. ***CalPERS Survivor Benefits***

   a. The City provides for 1959 Survivors Benefit Level Four coverage under the 1959 Survivor's Benefit per Gov't Code section 21574. The employee cost is $2 per month.

B. PARS Supplemental Retirement Plan:

1. ***Plan:***

The City will provide the PARS .5% @ 55 supplemental retirement plan with credit for prior CalPERS and City service for all bargaining unit members hired on or before June 30, 2010.

2. ***Eligibility:***

Employees must have three years of City service and have been hired on or before June 30, 2010 to be eligible. The plan became effective July 1, 2002.

3. ***Contribution:***

The City will make the required contribution to the PARS Supplemental Retirement Plan.

C. Deferred Compensation:

The City will pay up to two hundred dollars ($200) per month to the ICMA deferred compensation program for each employee who makes a matching contribution.

D. Medical, Dental, and Vision Insurance:

Eligible employees will be provided with medical, dental, and vision insurance as specified in this section. Benefits to eligible family members will be made available under the health insurance plan.

1. Contributions

The City's contributions for medical, dental, and vision coverage shall be as follows:

a. **MCSIG PPO $40 (70/30 Plan)**
The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.

b. **MCSIG PPO $25 (80/20 Plan)**
SMSEA Members electing to participate in the MCSIG PPO $25 (80/20 Plan) will pay the difference between the City's contribution for the PPO $40 Plan and the PPO $25 Plan premium.

c. **PACE Plan (90/10 Plan) – Employees hired after October 15, 2015**
New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO $40 plan and the PACE Plan premium.

d. **PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015**
The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

e. **Dental & Vision**
Association members will follow the Plan II and IV dental and vision contribution schedules (Attachment 2) and the City and employee will split the cost of any increase or decrease in dental and vision premiums on a 50/50 basis.

2. Retiree Medical:

a. Eligibility: Only bargaining unit members hired on or before June 30, 2010 are eligible for City-paid retiree medical insurance.

b. The City shall pay the employees (not dependents) cost of medical insurance in an amount not to exceed the monthly premium for the City's insurance plan, for retirees who retire on regular service or disability retirement until age 65 or until the retiree becomes eligible for Medicare, whichever comes first.

c. Subject to the rules of the plan, employee may cover dependents by paying the monthly premium.

d. In the event that coverage is not available under the City's plan, and where an eligible employee elects to continue health coverage under COBRA, the City shall contribute to that COBRA payment an amount not to exceed the monthly premium for the City's health insurance plan for the period of time of COBRA eligibility or up to age 65, whichever is less.

e. Employees must have ten years of continuous service with the City, have been hired on or before June 30, 2010, and be at least 50 years of age to receive this benefit.

f. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.

3. Medical Plan Benefits Committee:

During the term of this agreement, the City will coordinate a City-wide Benefits Committee to review/research potential medical plan benefits options subject to reaching mutual agreement and participation from all bargaining units.

E. Life Insurance:

1. Exempt Employees:

The City will provide term life insurance for all exempt represented employees in the amount of two times the employee's annual salary (minimum of $150,000.)

2. Non-Exempt Employees:

The City will provide term life insurance for all non-exempt represented employees at the amount of $50,000.

F. Long-Term Disability:

The City shall pay the cost of a long-term disability program.

G. Employee Assistance Program:

The City shall pay the cost of an employee assistance program for represented employees.

H. IRS Section 125 Plan:

The City shall provide an Internal Revenue Code Section 125 Plan for medical care and dependent care expense reimbursement up to the applicable IRS maximum.

I. Mileage Reimbursement:

With the approval of the Department Head, the City shall reimburse employees required to use their personal vehicles for the purpose of conducting City business at a rate based upon IRS mileage rates.

J. Wellness Program:

1. Health Club Membership:

The City will pay up to $45 per month towards an employee membership at a health club upon submission of receipt of contract to the Finance Division. Dues will be processed by payroll deduction if administratively feasible. To be eligible for reimbursement, requests for reimbursement must be received by Finance no later than 90 days from the date of service.

2. City Recreation Facilities:

Represented employees and their families will have use of the City swimming pool at no cost to the employee. Employees may have resident's fee and early-bird sign up for swim classes.

K. Safety Boot Reimbursement:

Represented employees who are required to wear safety boots on the job shall be reimbursed up to $250 per year for the purchase or resoling of safety boots.

L. Uniforms:

The City will provide uniforms for all bargaining unit employees assigned to the Maintenance and Utilities Division who are required to wear a uniform. Effective July 1, 2015, the parties agree that the value of the uniforms provided shall be considered to be $50.00 per month.

SECTION 4: LEAVE PROVISIONS

A. Vacations

1. Accrual:

All regular employees shall earn vacation as follows:

a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of six and two thirds (6 2/3) hours per month or ten (10) days per year.

b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of ten (10) hours per month or fifteen (15) days per year.

c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of eleven and one third (11 1/3) hours per month or seventeen (17) days per year.

d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of employment, vacation will be earned at the rate of thirteen and one third (13 1/3) hours per month or twenty (20) days per year.

e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years, vacation will be earned at the rate of fourteen (14) hours per month or twenty-one (21) days per year.

f. During the twenty-fifth year and thereafter vacation will be earned at the rate of 16 2/3 hours per month or twenty-five (25) days per year.

2. ***Vacation Use:***

Vacation shall be scheduled at a time fixed by the employee's Department Head and shall be taken without loss in pay.

3. ***Minimum Leave Event:***

Vacation shall not be used in increments of less than one-quarter (1/4) hour.

4. ***Vacation and Holidays:***

For regular employees, if a holiday falls within a scheduled vacation period, on a day that the employee would normally work, that day shall not be counted a vacation day.

5. ***Vacation Upon Termination:***

Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current salary rate for such vacation time on the effective date of such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.

a. Calculation of Hourly Pay for Payout: For employees working a five (5) day or modified schedule, the method for computing hourly pay for accumulated vacation time shall be as follows:
   i. Hourly rate equals monthly salary multiplied by twelve (12) months divided by 52 weeks multiplied by 40 hours

6. ***Maximum Accumulation:***

Employees will be allowed to have no more than three years earned vacation accumulated as of the end of the 2nd pay period of January of any year. Sick leave converted to vacation shall not increase the maximum amount an employee may accumulate. Payout for leave in excess of maximum will

occur on the 1st pay period of March. It shall be management's right and responsibility to see that the employee does not exceed the maximum.

7. ***Vacation Cash-Out:***

   The City will allow association members to cash out 40 hours of accumulated vacation time as set forth in this section. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of three years of vacation accumulation at the end of any calendar year.

8. ***Compensation in Lieu of Time Off:***

   The City Manager may, in instances where the needs of the City require, authorize compensation in lieu of time off for accrued vacation.

9. ***Accumulation during OJI Leave:***

   An employee being paid because of an on-the-job injury will accumulate vacation time and sick leave.

10. ***No Interruption of Accumulation:***

    No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.

11. ***Vacation during Probation:***

    Newly hired employees assigned to SMESA may use vacation leave.

B. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability

1. ***Accrual:***

   Each represented employee who works a 40 hour work week shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served.

2. ***Physician's Certificate Use of Leave:***

   Such leave with pay will be granted only upon the approval of the Department Head in case of bonafide illness of an employee, including the

diagnosis, care, or treatment of an existing health condition of, or preventive care. Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking, to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking with appropriate certification of the need for such services. Evidence of the reason for the absence may be required in the form of a physician's certificate or otherwise to verify the reason for an employee's absence during the time for which sick leave is requested.

If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable

3. ***Minimum Leave Event:***

   Sick leave shall not be used in increments of less than one-quarter (1/4) hour.

4. ***Illness/Injury During Vacation:***

   When an illness or injury requiring doctors treatment, and/or hospitalization occurs during an employee's vacation or approved leave of absence with pay, and the injury or illness is a nature that would prohibit the employee from performing his/her duties, the employee shall submit a memorandum giving full and complete information as well as a doctor's verification to their respective department head for a determination that such time off will be charged to sick time rather than to vacation time.

5. ***Family Sick Leave:***

   Sick leave may be used for illness of an employee's family member. A family member shall be defined as parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), spouse or domestic partner, grandparent, grandchild, and sibling.

6. ***Bereavement Leave:***

   Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Family member shall be defined as set forth in paragraph B.5 of this section. Employee may use sick leave to extend bereavement leave to a total of one week. For those working a traditional 5/8 schedule, this would be 16 hours of sick leave. For those working a 4/10 schedule, this would be 10 hours.

C. On-The-Job Injury Leave:

1. *Leave of Absence:*

Whenever a represented employee is disabled by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled to a leave of absence without loss of salary for a period not to exceed three (3) months in any five (5) year period.

2. *Leave Accrual:*

An employee on leave of absence under this Section will continue to accumulate sick leave and vacation leave.

3. *Temporary Disability Benefits:*

The employee shall draw full salary under OJI leave, and the City will take credit for any temporary disability payments. Once OJI leave is exhausted, an employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.

4. *Use of Accumulated Leaves:*

Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

D. Management Leave

1. *Annual Accrual:*

Management employees shall earn 40 hours of management leave per calendar year.

2. *Initial Accrual:*

For newly hired employees (or employees promoted into the Association), the initial management leave bank shall be prorated according to the following schedule:

Hired January 1 – March 31:	40 Hours
Hired April 1 – June 30:	30 Hours
Hired July 1 – September 30	20 Hours
Hired October 1 – November 30	10 Hours
Hired December 1 – December 31	0 Hours

3. *Additional Leave:*

The City Manager shall have the authority to grant an additional sixteen (16) hours of management time leave to represented employees who work an excessive amount of hours based upon the recommendation of their Department Head. This leave must be used within one year from the date it is granted and no management employee shall receive more than two days per fiscal year. Time worked may be considered excessive if it is beyond regularly assigned duties and exceeds 20 hours in one month.

4. Management Leave Cash-Out

All management employees shall be permitted to cash out up to 40 (forty) hours of unused annual management leave as set forth in this section. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of management leave, which will be earned in the following calendar year, at the employee's base rate of pay. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of management leave the employee irrevocably elected to cash out in the prior year. However, if the employee's management leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee.

E. Administrative Leave

Management employees shall earn forty (40) hours, non-cumulative, non-reimbursable administrative leave per calendar year.

1. Initial Accrual

For newly hired employees (or employees promoted into the Association), the initial administrative leave bank shall be prorated according to the following schedule:

Hired January 1 – March 31:	40 Hours
Hired April 1 – June 30:	30 Hours
Hired July 1 – September 30	20 Hours
Hired October 1 – November 30	10 Hours
Hired December 1 – December 31	0 Hours

F. Holidays

1. Regular Holidays:

All employees shall be entitled to the following holidays:

- First day of January (New Year's Day)
- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President's Day)
- Thirty-first day of March (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)
- Nineteenth day of September (Juneteenth)
- Eleventh day of November (Veteran's Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day
- Working day immediately preceding Christmas Day (Christmas Eve)
- Twenty-fifth day of December (Christmas Day)

It is the intent of this resolution that all regular City employees shall observe the holidays set forth above. Any exempt bargaining unit member required to work on any regularly scheduled holiday shall accumulate 8 hours of holiday time that must be taken by March 31 of the following calendar year or it shall be forfeited. Accrued holiday time has no cash value.

2. ***Memorials:***

   Upon Council approval, every day appointed by the Governor of the State, the President of the United States, or the City Council as a memorial, public fast, thanksgiving, or holiday.

3. ***Holidays on Sunday***

   When a holiday falls on a Sunday, the following Monday shall be recognized as that holiday.

4. ***Holidays Saturday:***

   When a holiday falls on a Saturday, the preceding Friday shall be recognized as that holiday.

5. ***Holiday Hours:***

   Holidays shall be calculated on an eight (8) hour workday.

6. ***Floating Holiday:***

   Each calendar year, bargaining unit members shall receive one floating holiday (8 hours) that has no cash value and must be used on or before December 31st of each year or it is forfeited.

G. Jury Duty:

1. ***Jury Duty:***

   The City will grant an employee leave with pay for jury duty. Any checks received from the courts must be submitted to the Finance Division. Travel pay which is included in the check, will be returned to the employee. This rule also applicable to those employees serving on the Grand Jury.

SECTION 5: WORKING CONDITIONS

A. Continuing Education and Professional Growth:

All association members shall be eligible for the City's Educational Incentive Programs.

1. ***Tuition Reimbursement:***

   a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Department Head. Classes will be approved for reimbursement so long as they are

determined to be job related or professional development. Courses taken to satisfy requirements degree requirements (including general education) at accredited educational institutions will be considered job related under this section.

b. The City will encourage enrollment through tuition and book reimbursement to be approved as follows:

   i. Exempt employee reimbursement for professional development classes and college level classes that do not qualify to be transferred for credit to a four (4) year university shall be capped at $2000 per fiscal year.
   ii. Exempt employee reimbursement for undergraduate and postgraduate level classes (BA, MA, Professional degrees) shall be capped at $3000 fiscal year.
   iii. Non-exempt employee reimbursement for Certificate Program and AA plan classes shall be $400 per fiscal year.
   iv. Non-exempt employee reimbursement for BA and MA plan classes shall be $600 per fiscal year.

c. After completing the course with a grade of "C" or better ("Pass" or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the employee's department head indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Manager. This information shall be submitted on forms provided by the Human Resources Office.

d. An employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time.

2. ***Educational Incentive Pay (non-exempt represented employees only):***

   a. Completion of an accredited educational certificate program or 30 units toward an approved degree program – 1.5%

   b. Completion of AA/AS degree – 3%

   c. Completion of BA/BS degree – 4.5%

   d. Completion of MA/MS degree – 6%

   e. Educational incentive pays are not cumulative (stackable). The maximum salary increment attainable under this program is 6%.

f. Education acquired prior to appointment as an employee of the City of Seaside does not qualify under this program unless the employee submits verification that the college or university has accepted prior education as part of the Educational Incentive Pay Plan for a Certificate Program or degree requirements.

g. An employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time.

B. Service Awards:

A service award program shall be provided that, at a minimum, shall include service awards presented to employees after every 5 years of full-time service with the City. Recipients of service awards will be recognized by the City Council. Vendor selection will be based on mutual agreement of the various bargaining units.

C. Probationary Period:

Probation shall be 1 year for all new employees.

D. Flexible Work Schedule:

The work schedule shall be defined by the Department Head. Consistent with City past practice Department Heads shall consider alternative work schedule requests, including a four day work week, and approve where such alternative schedules meet the best interests of the City. It is the responsibility of the member to request a flexible schedule if they believe an alternative schedule will provide a better life / work balance and continue to meet the operational needs of the City. The Department Head has the sole discretion to decide whether to approve or deny such alternative schedules.

SECTION 5: MISCELLANEOUS

A. City's Right to Discovery:

All discoveries, inventions, improvements, formulas, ideas, devices, writings or other intellectual property, whether or not subject to patent or copyright laws, which employees shall conceive solely or jointly with others, in the course or scope of his/her employment, or with the City's materials or facilities, shall be the sole and exclusive property of the City without further compensation.

B. Savings Clause:

It is mutually agreed by the parties to this agreement that the above represents the full and complete understanding which has been reached after numerous discussions held in conformance with the Meyers-Millias-Brown Act. All other proposals, counteroffers, or other matters discussed during the meet and confer process are deemed rejected by both parties. Should circumstances call for a

change, the City shall give notice of such proposed change to the Association and the items shall be subject to meet and confer process if so required by law.

If any section or subsection of the Memorandum of Understanding should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other sections and subsections of this memorandum shall remain in full force and effect for the duration of this memorandum.

Craig Malin, City Manager	Date
Scott Ottmar, President SMSEA	June 16, 2021 Date
Beth Rocha, Vice President, SMSEA	June 16, 2021 Date

City of Seaside
Executive Managers Compensation Plan
Effective January 1, 2020

A. APPLICATION: This Compensation Plan applies to the City's at-will Executive Management classifications.

a. Assistant City Attorney
b. Assistant City Manager
c. Assistant to the City Manager
d. Chief Building Official
e. Community Development Director
f. Deputy City Manager – Admin Services
g. Economic Development Director
h. Finance Director
i. Fire Chief
j. Human Resources Director
k. Human Resources Director / Risk Manager
l. Police Chief
m. Public Works Director / City Engineer
n. Recreation Director

B. SALARY:

a. Executive Manager Salaries will be increased by 2% on July 10, 2021
b. The Police Chief shall receive an equity increase in the amount of 7.5% on July 10, 2021
c. The Fire Chief shall receive an equity increase in the amount of 8.8% on July 10, 2021
d. All concessions will be reinstated effective July 10, 2021. These concessions are a 5% reduction in salary and 2% salary increase that was scheduled for January 2021.

C. UNIFORM ALLOWANCE: The Police and Fire Chiefs will receive a uniform allowance of $37.38 per pay period.

D. SALARY ADJUSTMENTS:

a. Longevity Pay: The following longevity pay program will apply beginning July 10, 2021:
    i. Employees with five or more years of continuous City service shall receive 2.5% longevity pay.
    ii. Employees with ten or more years of continuous City service shall receive an additional 2.5% longevity pay (5% total).
    iii. Employees with fifteen or more years of continuous City service shall receive an additional 2.5% longevity pay (7.5% total).
b. Performance Pay: The City Manager is authorized to grant up to a 7.5% increase to Directors who exceed expectations in the achievement of established performance goals and objectives. This gives the City Manager

flexibility in setting salaries consistent with performance. (Special Compensation CCR 571(a) Incentive Pay.)

E. RETIREMENT:

a. Miscellaneous Classifications:
   i. Tier 1 - CalPERS 2% @ 55
      1. Eligibility: Employees determined by CalPERS to be "classic members."
      2. Employee Contribution: Directors will pay the 7.0% employee contribution to PERS.
   ii. Tier 2 - CalPERS 2% @ 62 Plan
      1. Eligibility: Employees determined by CalPERS to be "new members."
      2. Employee Contribution: Directors will pay 50% of the normal cost as determined annually by CalPERS.
   iii. PARS Supplemental Retirement Plan:
      1. Eligibility: Miscellaneous directors hired by the City on or before June 30, 2010.
      2. Plan: The City will provide the PARS .5% at 55 supplemental retirement plan with credit for prior CalPERS and City service.
      3. Contribution: The City pays the entire contribution.

b. Fire Chief:
   i. Tier 1 - CalPERS 2% @ 50
      1. Eligibility: Fire employees determined by CalPERS to be "classic members."
      2. Employee Contribution: The Chief will pay the 9.0% employee contribution to PERS.
   ii. Tier 2 - CalPERS 2.7% @ 57 Plan
      1. Eligibility: Employees determined by CalPERS to be "new members."
      2. Employee Contribution: The employee will pay 50% of the normal cost as determined annually by CalPERS.

c. Police Chief:
   i. Tier 1 - CalPERS 3% @ 55
      1. Eligibility: Police employees determined by CalPERS to be "classic members."
      2. Employee Contribution: The Chief will pay the 9.0% employee contribution to PERS.
   ii. Tier 2 - CalPERS 2.7% @ 57 Plan
      1. Eligibility: Employees determined by CalPERS to be "new members."

2. Employee Contribution: The employee will pay 50% of the normal cost as determined annually by CalPERS.

d. The City provides the PERS 1959 Survivors Benefit Level Four. The employee cost is $2 per month.

e. Deferred Compensation: The City will pay up to $83.33 semi-monthly ($2,000 annually) to the ICMA deferred compensation program for each Director who makes a matching contribution. No contribution will be made in months where there is a third pay day.

F. MEDICAL, DENTAL, VISION INSURANCE

a. Medical Contributions:

i. MCSIG PPO $40 (70/30 Plan).
The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.

ii. MCISG PPO $25 (80/20 Plan).
Directors electing to participate in the MCSIG PPO $25 (80/20 Plan) will pay the difference between the City's contribution for the PPO $40 Plan and the PPO $25 Plan premium.

iii. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.
New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO $40 plan and the PACE Plan premium.

iv. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.
The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

b. Dental and Vision Contributions: The City will contribute towards the cost of Director's dental and vision insurance as follows:

Dental

Employee Only:	$44.80
Employee + Spouse:	$92.90
Employee + Children:	$102.74
Employee + Family:	$150.85

Vision

Employee Only:	$5.35
Employee + 1:	$5.78
Employee + Family:	$13.12

i. Annual Premium Adjustments: The City and the Director will split the cost of any increase or decrease to the premium on a 50/50 basis.

c. Retiree Medical:

i. Eligibility: Only employees hired by the City on or before June 30, 2010, are eligible for City-paid retiree medical insurance.

ii. Notwithstanding the requirements of the City's Health and Welfare Plan to be eligible for retiree medical coverage, and subject to available coverage under the City's plan, the City shall pay the employee's (not dependents) cost of medical insurance in an amount not to exceed the monthly premium for the City's insurance plan for retirees who retire on regular service or disability retirement until age 65 or until the retiree becomes eligible for Medicare, whichever comes first.

iii. Employee may cover dependents by paying the additional monthly premium.

iv. In the event that coverage is not available under the City's plan, and where an eligible employee elects to continue health coverage under COBRA, the City shall contribute to that COBRA payment an amount not to exceed the monthly premium for the City's health insurance plan for the period of time of COBRA eligibility or up to age 65, whichever is less.

v. Employees must have ten years of continuous service with the City, have been hired by the City on or before June 30, 2010, and be at least 50 years of age to receive this benefit.

vi. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.

d. Life Insurance: The City will provide term life insurance for all Directors in the amount of two times the Director's annual salary.

e. Long-Term Disability: The City shall pay the cost of a long-term disability program.

f. IRS Section 125 Plan: The City shall make available an Internal Revenue Service Code Section 125 Plan for unreimbursed medical and dependent care expenses. The annual maximum is set by the IRS.

g. Wellness Program:

i. Health Club Membership: The City will pay up to $45 per month towards an employee membership at a health club upon submission of receipt of contract to the Finance Division. The City will process dues by payroll deduction if administratively feasible.

ii. City Recreation Facilities: Directors and their families will have use of City Recreation facilities at no cost.

G. LEAVE BENEFITS:

a. Vacation

i. Accrual Rates: The regular accrual rate shall be:

Years of Service	Accrual Rate per year
Up to 4	10 days
5 – 9	15 days
10 – 14	17 days
15 – 19	20 days
20 – 24	21 days
25 +	25 days

ii. Vacation Upon Termination: Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current salary rate for such vacation time on the effective date of such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.

iii. Maximum Accumulation: Employees will be allowed to have no more than two years earned vacation accumulated as of the end of the 2nd pay period of January of any year. Payout for leave in excess of maximum will occur on the 1st pay period of March.

iv. The City will allow Directors to cash out 40 hours of accumulated

accumulated vacation time as set forth in this section. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base salary rate. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

v. Accumulation during OJI Leave: An employee being paid because of an injury on-the-job will accumulate vacation time and sick leave.

vi. No Interruption of Accumulation: No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.

b. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability

i. Accrual: Each Director shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served.

ii. Sick Leave Use: Sick leave may be used for the illness/injury of family members and all other permissible uses under state law.

iii. Bereavement Leave: Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Immediate family is defined as a parent, child, spouse or domestic partner, brother, sister, grandparents, father-in-law, and mother-in-law of the employee. Employee may use an additional 16 hours of sick leave to extend said leave.

c. On-The-Job Injury (OJI) Leave:

i. Police and Fire Chiefs: The Chiefs shall be entitled to on-the-job injury

leave in accordance with Section 4850 of the California Labor Code.

ii. Miscellaneous Directors: Whenever a non-safety Director is disabled by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled to a leave of absence without loss of salary for a period not to exceed three (3) months in any five (5) year period.

iii. Temporary Disability Benefits: The Director shall draw full salary under OJI leave, and the City will take credit for any temporary disability payments. Once OJI leave is exhausted, an employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.

iv. Use of Accumulated Leaves: Once OJI and/or LC 4850 leave have been exhausted, accumulated leaves may be used to supplement temporary disability payments.

v. Leave Accrual: A Director on leave of absence under this section will continue to accumulate sick leave and vacation leave.

d. Management Leave

i. Annual Accrual: Directors shall earn 40 hours of management leave per calendar year. All management leave on the books as of December 31st shall be cashed out in the 1st pay period of March.

ii. Additional Leave: The City Manager shall have the authority to grant sixteen (16) hours of management time leave to Directors at his/her discretion.

iii. Management Leave Payoff: On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of management leave (in whole hour increments) which will be earned in the following calendar year at the employee's base salary rate. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of management leave the employee irrevocably elected to cash out in the prior year. However, if the employee's management leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has on the books at the time of the cash out. This cash out provision is voluntary on the

part of each bargaining employee, and does not change the practice of cashing out all management leave hours that are on the books at the end of the any calendar year.

e. Administrative Leave
   i. Directors shall earn forty (40) hours, non-cumulative, non-reimbursable administrative leave per calendar year.

f. Holidays: All employees shall be entitled to the following holidays:
   - First day of January (New Year's Day)
   - Third Monday in January (Martin Luther King Observance)
   - Third Monday in February (President's Day)
   - Thirty-first day of March (Cesar Chavez Day)
   - Last Monday in May (Memorial Day)
   - Fourth day of July (Independence Day)
   - First Monday in September (Labor Day)
   - Nineteenth day of September (Juneteenth)
   - Eleventh day of November (Veteran's Day)
   - Fourth Thursday of November (Thanksgiving Day)
   - Day following Thanksgiving Day
   - Working day immediately preceding Christmas Day (Christmas Eve)
   - Twenty-fifth day of December (Christmas Day)

g. Jury Duty:
   i. Jury Duty: The City will grant an employee leave with pay for jury duty. Any checks received from the courts must be submitted to Finance. Travel pay which is included in the check, will be returned to the employee. This rule also applicable to those employees serving on the Grand Jury.

H. TUITION REIMBURSEMENT:

a. Executive Managers wishing to obtain a Masters' or Doctorate Degree are eligible to receive reimbursement for tuition and book expenses up to $3,000 per fiscal year.

b. After completing the course with a grade of "C" or better ("Pass" or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the Human Resources Department indicating the specific courses and credits completed, together with receipts and transcripts or other documentation as may be required by the Human Resources Director. This information shall be submitted on forms provided by the Human Resources Department.

I. SEVERANCE PAY:

a. If a Director is terminated by the City Manager while still willing and able to perform the duties of their position, the City will pay the Director a cash payment equal to four (4) months of salary and will pay the Director's medical, dental, and vision premiums during this four-month period.

b. In the event the Executive Manager is terminated for cause, the City shall have no obligation to pay severance as set forth in Paragraph F(a) above.

Comprehensive Listing of Personnel Benefits for Non-Represented Confidential Employees

July 1, 2021 – June 30, 2022

Comprehensive Listing of Personnel Benefits for
Non-Represented Confidential Employees
July 1, 2021 – June 30, 2022

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Comprehensive Listing of Salaries and Benefits for Non-Represented Confidential Employees

SECTION 1: TERM

The provisions of this resolution shall become effective July 1, 2021, and shall remain in effect for a period, terminating on June 30, 2022.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. Salary Adjustments:

a. Effective July 10, 2021, all bargaining unit members will receive a 2% base salary increase.

2. Longevity Pay:

Effective July 10, 2021, the following longevity pay program will be in effect:

a. Bargaining unit members with five or more years of service shall receive longevity pay in the amount of 2.5% of the member's Base Salary Rate.

b. Bargaining unit members with ten or more years of service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 5%).

c. Bargaining unit members with fifteen or more years of service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 7.5%).

B. Overtime

1. Pre-Approval:

Requests for overtime that can be scheduled should be pre-approved by the Department Head or designee. Overtime not possible to schedule in advance and necessary for public safety and welfare shall be worked at Department Head discretion, subject to City Manager review.

2. Minimum Overtime Guarantee:

When an employee is called back to work on an emergency basis, the employee shall be paid two (2) hours or actual hours worked on the call back, whichever is greater, at time-and-a-half the City's premium rate (hourly base pay rate plus incentives).

3. Overtime Calculation:

Hours actually worked in excess of 40 per week shall be paid at time-and-a-half the City's premium rate, which will be no less than the regular rate of pay as that term is defined in the Fair Labor Standards Act (FLSA). Hours

worked in excess of an employee's shift that are not FLSA overtime hours shall be paid at one times the premium rate. All employee overtime shall be earned in increments of one-quarter (1/4) hour.

4. FLSA Work Period / Work Week

For employees on 5/8 or 4/10 work schedules, the work period for FLSA overtime purposes begins on Saturday at 12:00 am and ends on Friday at 11:59 pm and regularly recurs. For employees on 9/80 work schedules, the work period for FLSA overtime purposes begins four hours into each employee's alternating eight hour shift.

5. Maximum Compensatory Leave Balance:

Compensatory time may be granted instead of overtime pay only where requested by the employee and approved by the Department Head. Personnel may accrue up to a maximum of 100 hours of compensatory time in lieu of overtime.

6. Holiday Calculation:

For the purpose of overtime calculations during the workweek in which holidays **other than** Martin Luther King and Fourth of July fall, holiday time shall count as time worked.

7. Martin Luther King & July 4th Calculation:

For the purpose of overtime calculations during the workweek in which the Martin Luther King and Fourth of July Holidays fall, all time in paid status shall count towards time worked.

C. Special Pay

1. Spanish Bilingual Pay:

a. A 2 ½% premium above base pay will be granted to an employee who speaks the Spanish language in the course and scope of his or her job duties after successful completion of City provided testing and approval of the City Manager.

b. Upon recommendation of the department director, and approval of the City Manager, an employee required to read and write in Spanish in the course and scope of his or her job duties will be provided a 2 ½% premium above base pay after successful completion of City provided testing.

c. Upon recommendation of the department director, and approval of the City Manager, an employee required to read and write in Spanish in the course and scope of his or her job duties and achieves a "Distinguished" proficiency on their writing examination will be provided a 2 ½% premium above base pay after successful completion of City provided testing.

d. This program is subject to administrative direction and to City established procedures and formal testing. The City will use Language Testing International (LTI) or another suitable and appropriately certified testing organization.

e. Granting and removal of this premium is within the sole discretion of the City. Removal of this premium shall not be considered disciplinary action.

f. Unless recommended by the employee's department director, and approved by the City Manager, bilingual pay will be for Spanish only.

g. No employee shall be eligible for bilingual pay in excess of 7.5% above base pay.

2. Temporary Upgrade Pay:

a. Employees who are assigned to perform a majority of the duties of a position within a higher classification from that in which they are regularly employed shall receive the compensation specified for that position to which assigned, if performing the duties thereof for a period of fourteen (14) calendar days.

b. Said increased compensation should be at the lowest step of the higher classification which will accord such employee an increase of at least five (5) percent over his/her current regular compensation.

c. The assignment shall be confirmed in writing by the Manager.

d. Acceptance of an interim assignment to higher position, thirty (30) or more days, shall require mutual assent of employer and employee.

D. Administration of Pay Plan:

1. Anniversary Date

a. The anniversary date for each employee is the date he/she is hired, reclassified, or promoted.

b. The anniversary date of any employee shall be adjusted, or changed, in the case of a leave of absence, by moving said anniversary date forward a time equal to the length of such leave of absence, except family care or medical leave, according to the California Family Rights Act and military leaves of absence in accordance with the California Military and Veterans Code and Title 38, chapter 43, U.S. Code. Whenever any employee is absent from work without pay for any period of exceeding thirty (30) continuous days, the anniversary date of said employee shall be adjusted by moving said anniversary date forward a time equal to the length of absence from work.

c. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth below.

2. Salary Ranges

The five (5) steps of each salary range shall be interpreted and applied as follows:

a. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.

b. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of six (6) months satisfactory service in the first step and upon written recommendation of the Department Head and approval by the City Manager.

c. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of the Department Head and approval by the City Manager.

d. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the third step and upon written recommendation of the Department Head and approval by the City Manager.

e. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the fourth step and upon the written recommendation of the Department Head and approval of the City Manager.

f. Notwithstanding the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to classification having a higher overlapping salary range, shall be adjusted:

   i. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. If the step in the new range is the first step, the employee shall remain in that step for six (6) months before becoming eligible for advancement to the second step.

ii. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.

g. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward the employees shall have their existing salary adjusted to the same step in the new range.

h. In any case where, by reason of unusual circumstances, rigid adherence to the forgoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.

i. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time services, the rate of compensation provided for such positions shall be adjusted accordingly, except those employees indicated in this resolution as working part-time or on a retainer, in which case they shall draw the full salary indicated. If the present adjustments shall be made in the rates, the step plan shall apply to part-time salaried as well as full-time salaried employees.

j. Changes in pay rates shall be made on the first day on the pay period next following the date of eligibility and authorization.

SECTION 3: BENEFITS

A. Retirement:

1. CalPERS Classic Plan

a. Employees hired prior to January 1, 2013 will receive the CalPERS 2% @ 55 Miscellaneous Members retirement plan. The 2% @ 55 plan will also be provided to City employees hired on or after January 1, 2013 who are considered to be "classic" members under the California Public Employees' Pension Reform Act (PEPRA) as determined by CalPERS.

b. Employee Contribution: Employees enrolled in the 2% @ 55 plan shall pay the full employee member contribution required by CalPERS.

2. CalPERS PEPRA Plan

a. New employees hired on or after January 1, 2013 who are "new members" under the PEPRA as determined by CalPERS will be enrolled in the 2% @ 62 Miscellaneous Members retirement plan.

b. As required by PEPRA, employees enrolled in the PEPRA plan shall pay 50% of the "normal cost" of the retirement plan as determined annually by CalPERS.

3. CalPERS Survivor Benefits

a. The City provides for 1959 Survivors Benefit Level Four. The employee cost is $2 per month.

4. PARS Supplemental Retirement Plan:

a. Plan: The City will provide the PARS .5% at 55 supplemental retirement plan with credit for prior CalPERS and City service for employees hired on or before June 30, 2010.

b. Contribution: The City will make the employee's contribution.

c. Eligibility: Employees must have three years of City service and have been hired on or before June 30, 2010 to be eligible. The plan will be effective July 1, 2002.

5. Deferred Compensation:

The City will pay up to one hundred dollars ($100) per month to the ICMA deferred compensation program for each employee who makes a matching contribution. Contributions will be made on a bi-monthly basis (24 xs per year @ $50 each).

B. Life, Medical, and Dental Insurance:

Eligible bargaining unit employees will be provided with medical, dental, and vision insurance as specified in this section. Benefits to eligible family members will be made available under the health insurance plan.

1. Contributions

The City's contributions for medical, dental, and vision coverage shall be as follows:

a. MCSIG PPO $40 (70/30 Plan).
The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.

b. MCISG PPO $25 (80/20 Plan).
SCEA Members electing to participate in the MCSIG PPO $25 (80/20 Plan) will pay the difference between the City's contribution for the PPO $40 Plan and the PPO $25 Plan premium.

c. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.
New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO $40 plan and the PACE Plan premium.

d. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.
The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

e. Kaiser High and Mid Plan.

Confidential employees electing to participate in a Kaiser Plan will pay the difference between the City's contribution for the PPO $40 Plan and the Kaiser plan premiums. In the event the Kaiser plan premium is lower than the MCSIG PPO $40 plan, no cash-in-lieu will be provided.

f. The City will split the cost of any increase or decrease in dental and vision premiums with the employee on a 50/50 basis.

2. Retiree Medical:

a. Eligibility: Only bargaining unit members hired on or before June 30, 2010 are eligible for City-paid retiree medical insurance

b. Notwithstanding the requirements of the City's Health and Welfare Plan to be eligible for retiree medical coverage, and subject to available coverage under the City's plan, the City shall pay the employees (not dependents) cost of medical insurance in an amount not to exceed the month premium for the City's insurance plan for retirees who retire on regular service or disability retirement until age 65.

c. Employee may cover dependents by paying the additional monthly premium.

d. In the event that coverage is not available under the City's plan, and where an eligible employee elects to continue health coverage under COBRA, the City shall contribute to that COBRA payment an amount not to exceed the monthly premium for the City's health insurance plan for the period of time of COBRA eligibility or up to age 65, whichever is less.

e. Employees must have ten years of continuous service with the City, have been hired on or before June 30, 2010, and be at least 50 years of age to receive this benefit.

f. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.

3. Medical Plan Benefits Committee:

During the term of this agreement, the City will coordinate a City-wide Benefits Committee to review/research potential medical plan benefits options subject to reaching mutual agreement and participation from all bargaining units.

C. Life Insurance:

The City will provide term life insurance for confidential employees in the amount of $50,000.

D. Short-Term Disability:

The City agrees to facilitate the Association's enrollment in California State Disability Insurance (CASDI), or an alternate STD Plan, should the Association express an interest in doing so. Member's electing to participate in an STD plan will be responsible for 100% of the premium.

E. Long-Term Disability:

The City and the employee shall share equally the cost of a long-term disability program.

F. IRS Section 125 Plan:

The City shall provide an Internal Revenue Code Section 125 Plan for medical care and dependent care expense reimbursement. The annual maximum is set by the IRS.

G. Mileage Reimbursement:

With the approval of the Department Head, the City shall reimburse employees required to use their personal vehicles for the purpose of conducting City business at a rate based upon the IRS mileage rates.

H. Wellness Program:

1. *Health Club Membership:*

   The City will pay up to $45 per month towards an employee membership at a health club upon submission of receipt of contract to the Finance Division. Dues will be processed by payroll deduction if administratively feasible. To be eligible for reimbursement, requests for reimbursement must be received by Finance no later than 90 days from the date of service.

2. *City Swimming Pool:*

   Confidential employees and their families will have use of City swimming pool at no cost to the employee. Employees may have resident's fee and early-bird sign up for swim classes.

3. *No Smoking Agreement:*

   In the spirit of employee health and wellness, the parties agree to a no smoking policy. The City of Seaside will strive to hire non-smokers and vigorously encourage current employees who smoke to quit.

I. City Shirts:

The City shall provide all confidential employees who do not already receive City shirts or uniforms with two "City of Seaside" polo style shirts and two button down shirts upon request. This shall occur one time and additional shirts will

only be provided at the discretion of the Department Head. These shirts are not uniforms and are not required to be worn.

SECTION 4: LEAVE PROVISIONS

In order to be eligible to earn leave or paid time off under this section, an employee must be in a paid leave status for the majority of the pay period.

A. Vacations

1. Accrual:

All regular employees, shall earn vacation as follows:

a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of six and two thirds (6 2/3) hours per month of ten (10) days per year.

b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of ten (10) hours per month or fifteen (15) days per year.

c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of eleven and one third (11 1/3) hours per month or seventeen (17) days per year.

d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of employment, vacation will be earned at the rate of thirteen and one third (13 1/3) hours per month or twenty (20) days per year.

e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years of employment, vacation will be earned at the rate of fourteen (14) hours per month or twenty-one (21) days per year. During the twenty-fifth year and thereafter vacation will be earned at the rate of 14.667 hours per month or twenty-two (22) days per year.

2. Vacation During Initial Probation:

Use of vacation time by an employee shall be conditional upon the completion of six (6) months continuous service with the City, but if for any reason prior to the completion of six months service reason prior to the completion of six months service with the City, such employee's employment is terminated, he/she shall be credited with and paid for vacation time.

3. Minimum Leave Event:

Vacation shall not be used in increments of less than one-half (1/2) hour.

4. Vacation and Holidays:

For regular employees, if a holiday falls within a scheduled vacation period, on a day that the employee would normally work, that day shall not be counted a vacation day.

5. Vacation Upon Termination:

Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current salary rate for such vacation time on the effective date of such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.

a. Calculation of Hourly Pay for Payout: For employees working a five (5) day or modified schedule, the method for computing hourly pay for accumulated vacation time shall be as follows:
   i. Hourly rate equals monthly salary multiplied by twelve (12) months divided by 52 weeks multiplied by 40 hours

6. Maximum Accumulation:

Confidential employees will be allowed to have no more than two years earned vacation accumulated as of the end of the 2nd pay period of January of any year. Payout for leave in excess of maximum will occur on the 1st pay period of March. It shall be management's right and responsibility to see that the employee does not exceed the maximum.

7. Vacation Cash-Out:

The City will allow confidential employees to cash out 40 hours of accumulated vacation time as set forth in this section. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base salary rate. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

8. Compensation in Lieu of Time Off:

The City Manager may, in instances where the needs of the City require, authorize compensation in lieu of time off for accrued vacation.

9. Accumulation during OJI Leave:

An employee being paid because of an injury on-the-job will accumulate vacation time and sick leave.

10. No Interruption of Accumulation:

No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.

B. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability

1. Accrual:

Each full-time employee shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served.

2. Employee Illness or Injury:

Sick leave with pay will be granted only upon the approval of the Department Head in case of bonafide illness of an employee, including the diagnosis, care, or treatment of an existing health condition of, or preventive care. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable.

After the first three days of sick leave per fiscal year, evidence may be required in the form of a physician's certificate or otherwise to verify an employee's absence during the time for which sick leave is requested. All employees requesting sick leave for more than three consecutive days and for the sixth day of sick leave in a fiscal year will be required to submit a physician's certification upon their return to work.

Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking, to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking with appropriate certification of the need for such services.

Any employee taking leave that qualifies under the City's Family Care and Medical Leave/California Family Rights Act Policy will complete and submit all required forms.

3. Sick Leave Upon Rehire

If an employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law.

4. Minimum Leave Event:

Sick leave shall be charged on an hour-for-hour basis.

5. Illness/Injury During Vacation:

When an illness or injury requiring doctors treatment, and/or hospitalization occurs during an employee's vacation or approved leave of absence with pay, and the injury or illness is a nature that would prohibit the employee from performing his/her duties, the employee shall submit a memorandum giving full and complete information as well as a doctor's verification to their respective department head for a determination that such time off will be charged to sick time rather than to vacation time.

6. *Family Sick Leave:*

Employees may use sick leave for any leave covered by the Family Care and Medical Leave Act or the California Family Rights Act, including covered absences to care for a family member. For absences not covered by the Family and Medical Leave Act or the California Family Rights Act, employees shall be allowed up to six months' accrual of sick leave (six days or 50% of the annual accrual) to attend to an illness of a child, parent, spouse, or domestic partner of the employee in accordance with the California Labor Code section 233 regarding kin care.

Sick leave may be used for the illness or injury of an employee's family member. A family member shall be defined as parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), spouse or domestic partner, grandparent, grandchild, and sibling.

7. *Bereavement Leave:*

Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Immediate family is defined as a parent, child, spouse or domestic partner, brother, sister, grandparents, father-in-law, and mother-in-law of the employee. Employee may use an additional 16 hours of sick leave to extend said leave.

8. *Personal Leave:*

The sick leave to personal leave conversion program is eliminated effective December 31, 2017. Any personal leave on the books at that time will be returned to the employee's sick leave bank.

C. On-The-Job Injury Leave:

1. *Leave of Absence:*

Whenever a confidential employee is disabled by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled to a leave of absence without loss of salary for a period not to exceed three (3) months in any five (5) year period.

2. *Leave Accrual:*

An employee on leave of absence under this section will continue to accumulate sick leave and vacation leave.

3. *Temporary Disability Benefits:*

The employee shall draw full salary under OJI leave, and the City will take credit for any temporary disability payments. Once OJI leave is exhausted, an employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.

4. Use of Accumulated Leaves:

Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

D. Holidays

1. Regular Holidays:

All employees shall be entitled to the following holidays:

- First day of January (New Year's Day)
- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President's Day)
- Thirty-first day of March (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)
- Nineteenth day in September (Juneteenth)
- Eleventh day of November (Veteran's Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day
- Working day immediately preceding Christmas Day (Christmas Eve)
- Twenty-fifth day of December (Christmas Day)

2. Holiday Calculation:

Holidays shall be calculated as 8 hours.

3. Memorials:

Upon Council approval, every day appointed by the Governor of the State, the President of the United States, or the City Council as a memorial, public fast, Thanksgiving, or holiday.

4. Holidays on Sunday:

When a holiday falls on a Sunday, the following Monday shall be recognized as that holiday.

5. Holidays on Saturday:

When a holiday falls on a Saturday, the preceding Friday shall be recognized as that holiday.

6. Floating Holidays:

Each calendar year, confidential employees shall receive two floating holidays (16 hours). Floating holiday time has no cash value and must be used before December 31st each year or it is forfeited.

a. Initial Accrual: For newly hired employees, the initial floating holiday accrual shall be prorated in accordance with the following schedule:

   i. Hired January 1 – March 31: 16 hours
   ii. Hired April 1 – June 30: 12 hours
   iii. Hired July 1 – September 30: 8 hours

iv. Hired October 1 – December 31: 0 hours

E. Jury and Election Duty:

1. Jury Duty:

The City will grant an employee leave with pay for jury duty. Any checks received from the courts must be submitted to Finance. Travel pay which is included in the check, will be returned to the employee. This rule also applicable to those employees serving on the Grand Jury.

2. Election Duty:

The City will provide election duty leave for sworn election workers providing the supervisor authorizes the leave request and the employee remits any election duty pay

SECTION 5: WORKING CONDITIONS

A. Continuing Education and Professional Growth:

All confidential employees shall be eligible for the City's Educational Incentive Programs.

1. Tuition Reimbursement:

a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Department Head. Classes will be approved for reimbursement so long as they are determined to be job related, or required as a part of a degree program. Disputes regarding course approval will be submitted to the Human Resources Director.

b. The City will encourage enrollment through a tuition and book reimbursement with a maximum of $500 per fiscal year for Certificate Program and AA plan and $3,000 per fiscal year for BA and MA plan.

c. After completing the course with a grade of "C" or better ("Pass" or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the employee's department head indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Director. This information shall be submitted on forms provided by the Human Resources Office.

2. Educational Incentive Pay:

a. Completion of an accredited educational certificate program or 30 units toward an approved degree program – 1.5%

b. Completion of AA/AS degree – 3%

c. Completion of BA/BS degree – 4.5%

d. Completion of MA/MS degree – 6%

e. Educational incentive pays are not cumulative (stackable). The maximum salary increment attainable under this program is 6%.

f. All employees enrolled in an Educational Incentive Program Plan as of the date of this agreement shall be able to continue under the terms of the approved program.

g. An employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time.

3. Requalification

Requalification of two units over a four-year period will be established to maintain the policy of "Continuing Education and Professional Growth."

B. Service Awards:

A committee, made up of members of the various bargaining units, shall be formed to select a new service award program. At a minimum, the program shall include service awards presented to employees after every 5 years of full-time service with the City. Recipients of service awards will be recognized by the City Council.

C. Employee Incentive Pay:

a. All employees shall be eligible for Employee Incentive Pay for cost saving suggestions. Employees wishing to apply for incentive pay will submit their suggestion to the Employee Task Force for review. The Task Force will coordinate with the appropriate City departments/divisions to determine the acceptability of the cost-saving suggestion and establish remuneration.

b. A cost saving suggestion resulting in a one time saving would be evaluated for a one-time bonus. This bonus may range from $5.00, up to and not to exceed $25.00. A cost saving suggestion resulting in an annual saving of a substantial amount of money would be evaluated for an annual bonus of $100.00.

D. Work Schedule:

Confidential employees will work a 40 hour work week. The work schedule shall be defined by the Department Head. Consistent with City past practice Department Heads shall consider alternative work schedule requests and approve where such alternative schedules meet the best interest of the City. Alternative work schedules can include 4/10 work schedules or 9/80 work schedules. The Department Head has the sole discretion to decide whether to approve or deny such alternative schedules.

E. Notice of Layoff:

The City will to provide 30 days notice of "Intent to Layoff" to the employee.

F. Probationary Period:

Probation shall be 1 year for all new employees.

_____ _____

Craig Malin, City Manager Date

Comprehensive Listing of Personnel Benefits

Confidential Exempt Employees

July 1, 2021 – June 30, 2022

COMPREHENSIVE LISTING OF PERSONNEL BENEFITS –
CONFIDENTIAL EXEMPT EMPLOYEES

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COMPREHENSIVE LISTING OF PERSONNEL BENEFITS –
CONFIDENTIAL EXEMPT EMPLOYEES

SECTION 1: TERM

The provisions of the listing of personnel benefits for confidential exempt employees shall become effective July 1, 2021, and shall remain in effect for a period terminating on July 30, 2022.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. Concessions:

Previously agreed upon concessions will be restored on July 10, 2021. This concession is a 5% reduction in salary.

2. Salary Adjustment:

a. Effective July 10, 2021, all Confidential Managers will receive a 2% salary increase.

3. Longevity Pay:

Effective July 10, 2021, the following longevity pay program will be in effect:

a. Bargaining unit members with five or more years of service shall receive longevity pay in the amount of 2.5% of the member's Base Salary Rate.

b. Bargaining unit members with ten or more years of service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 5%).

c. Bargaining unit members with fifteen or more years of service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 7.5%).

B. Special Pay

1. Spanish Bilingual Pay:

a. 2 ½% pay adjustment will be made to employee's base pay for a bilingual skill as tested by the City in conjunction with the Defense Language Institute standards;

b. Employee must pass either the listening and reading comprehension tests or the speaking test to be eligible for bilingual pay.

c. This program is subject to administrative direction and to City established procedures and annual testing. The City intends to use the Defense Language Institute.

2. Additional Pay for Additional Duties

When a non-represented exempt confidential employee assumes duties and responsibilities beyond existing job classification, City Manager may institute performance pay equivalent to 2.5% or 5%.

3. Additional Pay for Temporarily Assuming Supervisor's Position

a. A pay increase not to exceed one step may be paid to an employee temporarily filling a supervisor's position while the supervisor's position is vacant. The determination of vacancy will be based upon recommendation by the Department Head to the City Manager.

b. The increased pay will not be paid in any case unless a supervisor vacancy is the result of sickness, resignation, or termination.

c. The increased pay will not be paid when the supervisor is on vacation.

d. The increased pay will not be paid for the first thirty calendar days of the vacancy as determined above.

e. "Supervisor" is defined narrowly and means only the person to whom the employee is responsible on a continuing basis.

4. Annual Performance Pay

The City Manager is authorized to grant annual step increases to confidential exempt employees who exceed expectations in the achievement of established performance goals and objectives. The authorized increase ranges from zero to a 7.5% increase, depending upon the performance of the employee under consideration for salary increase. This gives the City Manager flexibility in setting salaries consistent with performance. (Special Compensation CCR 571(a) Incentive Pay.)

C. Administration of Pay Plan:

1. Anniversary Date

a. The anniversary date for each employee is the date he/she is hired, reclassified, or promoted.

b. The anniversary date of any employee shall be adjusted, or changed, in the case of a leave of absence, by moving said anniversary date forward a time equal to the length of such leave of absence, except family care or medical leave, according to the California Family Rights Act and military leaves of absence in accordance with the California Military and Veterans Code and Title 38, chapter 43, U.S. Code. Whenever any employee is absent from work without pay for any period of exceeding thirty (30) continuous days, the anniversary date of said employee shall be adjusted by moving said anniversary date forward a time equal to the length of absence from work.

c. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth below.

2. Salary Ranges

The five (5) steps of each salary range shall be interpreted and applied as follows:

a. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.

b. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of six (6) months satisfactory service in the first step and upon written recommendation of the Department Head and approval by the City Manager.

c. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of the Department Head and approval by the City Manager.

d. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the third step and upon written recommendation of the Department Head and approval by the City Manager.

e. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the fourth step and upon the written recommendation of the Department Head and approval of the City Manager.

f. Notwithstanding the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to classification having a higher overlapping salary range, shall be adjusted:

   i. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. If the step in the new range is the first step, the employee shall remain in that step for six (6) months before becoming eligible for advancement to the second step.

   ii. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.

g. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward the employees shall have their existing salary adjusted to the same step in the new range.

h. In any case where, by reason of unusual circumstances, rigid adherence to the forgoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.

i. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time services, the rate of compensation provided for such positions shall be adjusted accordingly, except those employees indicated in this resolution as working part-time or on a retainer, in which case they shall draw the full salary indicated. If the present adjustments shall be made in the rates, the step plan shall apply to part-time salaried as well as full-time salaried employees.

j. Changes in pay rates shall be made on the first day on the pay period next following the date of eligibility and authorization.

SECTION 3: BENEFITS

A. Retirement:

1. CalPERS

a. Plan: CalPERS 2% @ 55

b. Employee Contribution: Represented employees will pay the 7.0% employee contribution to PERS.

c. The City provides the PERS 1959 Survivors Benefit Level Four. The employee cost will be $2 per month.

2. PARS Supplemental Retirement Plan:

a. Plan: The City will provide the PARS .5% at 55 supplemental retirement plan with credit for prior CalPERS and City service for all bargaining unit members hired on or before June 30, 2010.

b. Eligibility: Employees must have three years of City service and have been hired on or before June 30, 2010 to be eligible. The plan will be effective July 1, 2002.

c. Contribution: The City will make the employee's contribution.

3. Deferred Compensation:

The City will pay up to one hundred dollars ($100) per month to the ICMA deferred compensation program for each employee who makes a matching contribution.

B. Medical, Dental, and Vision Insurance:

Eligible employees will be provided with medical, dental, and vision insurance as specified in this section. Benefits to eligible family members will be made available under the health insurance plan.

1. Contributions

a. MCSIG PPO $40 (70/30 Plan).
The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.

b. MCISG PPO $25 (80/20 Plan).
SCEA Members electing to participate in the MCSIG PPO $25 (80/20 Plan) will pay the difference between the City's contribution for the PPO $40 Plan and the PPO $25 Plan premium.

c. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.
New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO $40 plan and the PACE Plan premium.

d. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.
The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

e. The City will split the cost of any increase or decrease in dental and vision premiums with the employee on a 50/50 basis.

2. Retiree Medical:

a. Eligibility: Only bargaining unit members hired on or before June 30, 2010 are eligible for City-paid retiree medical insurance.

b. Notwithstanding the requirements of the City's Health and Welfare Plan to be eligible for retiree medical coverage, and subject to available coverage under the City's plan, the City shall pay the employees (not dependents) cost of medical insurance in an amount not to exceed the monthly premium for the City's insurance plan for retirees who retire on regular service or disability retirement until age 65 or until the retiree becomes eligible for Medicare, which ever comes first.

c. Employee may cover dependents by paying the additional monthly premium.

d. In the event that coverage is not available under the City's plan, and where an eligible employee elects to continue health coverage under COBRA, the City shall contribute to that COBRA payment an amount not to exceed the monthly premium for the City's health insurance plan for the period of time of COBRA eligibility or up to age 65, whichever is less.

e. Employees must have ten years of continuous service with the City, have been hired on or before June 30, 2010, and be at least 50 years of age to receive this benefit.

f. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.

C. Life Insurance:

The City will provide term life insurance for all confidential exempt employees in the amount of two times the employee's annual salary (minimum of $150,000.)

D. Long-Term Disability:

The City shall pay the cost of a long-term disability program.

E. IRS Section 125 Plan:

The City shall provide an Internal Revenue Code Section 125 Plan for unreimbursed medical expenses and dependent care expenses. The annual maximum is set by the IRS.

F. Mileage Reimbursement:

With the approval of the Department Head, the City shall reimburse employees required to use their personal vehicles for the purpose of conducting City business at a rate based upon actual cost.

G. Wellness Program:

1. Health Club Membership:

The City will pay up to $45 per month towards an employee membership at a health club upon submission of receipt of contract to the Finance Division. The City will process dues by payroll deduction if administratively feasible. To be eligible for reimbursement, requests for reimbursement must be received by Finance no later than 90 days from the date of service.

2. City Recreation Facilities:

Association employees and their families will have use of City recreation facilities at no cost to the employee. Employees may have resident's fee and early-bird sign up for swim classes.

SECTION 4: LEAVE PROVISIONS

A. Vacations

1. Accrual:

All regular employees, shall earn vacation as follows:

a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of six and two thirds (6 2/3) hours per month of ten (10) days per year.

b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of ten (10) hours per month or fifteen (15) days per year.

c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of eleven and one third (11 1/3) hours per month or seventeen (17) days per year.

d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of employment, vacation will be earned at the rate of thirteen and one third (13 1/3) hours per month or twenty (20) days per year.

e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years of employment, vacation will be earned at the rate of fourteen (14) hours per month or twenty-one (21) days per year.

f. During the twenty-fifth year and thereafter vacation will be earned at the rate of 16 2/3 hours per month or twenty-five (25) days per year.

2. *Vacation and Holidays:*

For regular employees, if a holiday falls within a scheduled vacation period, on a day that the employee would normally work, that day shall not be counted a vacation day.

3. *Vacation Upon Termination:*

Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current salary rate for such vacation time on the effective date of such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.

a. Calculation of Hourly Pay for Payout: For employees working a five (5) day or modified schedule, the method for computing hourly pay for accumulated vacation time shall be as follows:
   i. Hourly rate equals monthly salary multiplied by twelve (12) months divided by 52 weeks multiplied by 40 hours

4. *Maximum Accumulation:*

Employees will be allowed to have no more than two years earned vacation accumulated as of the end of the 2nd pay period of January of any year. Payout for leave in excess of maximum will occur on the 1st pay period of March. It shall be management's right and responsibility to see that the employee does not exceed the maximum.

5. *Vacation Cash-Out:*

The City will allow Confidential Managers to cash out 40 hours of accumulated vacation time as set forth in this section. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued

vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base salary rate. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

6. Compensation in Lieu of Time Off:

The City Manager may, in instances where the needs of the City require, authorize compensation in lieu of time off for accrued vacation.

7. Accumulation during OJI Leave:

An employee being paid because of an injury on-the-job will accumulate vacation time and sick leave.

8. No Interruption of Accumulation:

No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.

9. Vacation during Probation:

Newly hired management employees may use vacation leave.

B. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability

1. Accrual:

Each confidential exempt employee shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served.

2. Use of Leave:

Sick leave with pay will be granted only upon the approval of the Department Head in case of bonafide illness of an employee, including the diagnosis, care, or treatment of an existing health condition of, or preventive care. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. Evidence may be required in the form of a physician's certificate or otherwise to verify an employee's absence during the time for which sick leave is requested.

Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking, to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking with appropriate certification of the need for such services.

Any employee taking leave that qualifies under the City's Family Care and Medical Leave/California Family Rights Act Policy will complete and submit all required forms.

3. Sick Leave Upon Rehire

If an employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law.

4. Illness/Injury During Vacation:

When an illness or injury requiring doctors treatment, and/or hospitalization occurs during an employee's vacation or approved leave of absence with pay, and the injury or illness is a nature that would prohibit the employee from performing his/her duties, the employee shall submit a memorandum giving full and complete information as well as a doctor's verification to their respective department head for a determination that such time off will be charged to sick time rather than to vacation time.

5. Family Sick Leave:

Sick leave may be used for the illness or injury of an employee's family member. A family member shall be defined as parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), spouse or domestic partner, grandparent, grandchild, and sibling.

6. Bereavement Leave:

Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Immediate family is defined as a parent, child, spouse or domestic partner, brother, sister, grandparents, father-in-law, and mother-in-law of the employee. Employee may use an additional 16 hours of sick leave to extend said leave.

C. On-The-Job Injury Leave:

1. Leave of Absence:

Whenever an employee is disabled by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled to a leave of absence without loss of salary for a period not to exceed three (3) months in any five (5) year period.

2. Leave Accrual:

An employee on leave of absence under this section will continue to accumulate sick leave and vacation leave.

3. Temporary Disability Benefits:

The employee shall draw full salary under OJI leave, and the City will take credit for any temporary disability payments. Once OJI leave is exhausted,

an employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.

4. Use of Accumulated Leaves:

Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

D. Management Leave

1. Annual Accrual:

Management employees shall earn 40 hours of management leave per calendar year.

2. Initial Accrual:

For newly hired employees (or employees promoted into the Association), the initial management leave bank shall be prorated according to the following schedule:

Hired January 1 – March 31:	40 Hours
Hired April 1 – June 30:	30 Hours
Hired July 1 – September 30	20 Hours
Hired October 1 – November 30	10 Hours
Hired December 1 – December 31	0 Hours

3. Additional Leave:

The City Manager shall have the authority to grant sixteen (16) hours of management time leave to non-represented exempt confidential employees who work an excessive amount of hours based upon the recommendation of their department head. It must be used within one year from the date it is granted and no management employees shall receive more than two days per fiscal year. Time worked may be considered excessive if it is beyond regularly assigned duties and exceeds 20 hours in one month.

4. Management Leave Payoff

On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of management leave (in whole hour increments) which will be earned in the following calendar year at the employee's base salary rate. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of management leave the employee irrevocably elected to cash out in the prior year. However, if the employee's management leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has on the books at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of cashing out all management leave hours that are on the books at the end of the any calendar year.

E. Administrative Leave

Exempt employees shall earn forty (40) hours, non-cumulative, non-reimbursable administrative leave per calendar year.

1. Initial Accrual

For newly hired employees (or employees promoted into the Association), the initial administrative leave bank shall be prorated according to the following schedule:

Hired January 1 – March 31:	40 Hours
Hired April 1 – June 30:	30 Hours
Hired July 1 – September 30	20 Hours
Hired October 1 – November 30	10 Hours
Hired December 1 – December 31	0 Hours

F. Holidays

1. Regular Holidays:

All employees shall be entitled to the following holidays:

- First day of January (New Year's Day)
- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President's Day)
- Thirty-first day of March (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)
- Nineteenth day in September (Juneteenth)
- Eleventh day of November (Veteran's Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day
- Working day immediately preceding Christmas Day (Christmas Eve)
- Twenty-fifth day of December (Christmas Day)

It is the intent of this resolution that all regular City employees shall observe the holidays set forth above.

2. Memorials:

Upon Council approval, every day appointed by the Governor of the State, the President of the United States, or the City Council as a memorial, public fast, thanksgiving, or holiday.

3. Holidays on Sunday

When a holiday falls on a Sunday, the following Monday shall be recognized as that holiday.

4. Holidays on Saturday:

When a holiday falls on a Saturday, the preceding Friday shall be recognized as that holiday.

5. Holiday Hours:

Regardless of the employee's work schedule, 8 hours of holiday time will be paid for each holiday.

G. Jury Duty:

1. Jury Duty:

The City will grant an employee leave with pay for jury duty. Any checks received from the courts must be submitted to Finance. Travel pay which is included in the check, will be returned to the employee. This rule also applicable to those employees serving on the Grand Jury.

SECTION 5: WORKING CONDITIONS

A. Continuing Education and Professional Growth:

All association members shall be eligible for the City's Educational Incentive Programs.

1. Tuition Reimbursement:

a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Department Head. Classes will be approved for reimbursement so long as they are determined to be job related or professional development.

b. The City will encourage enrollment through a tuition and book reimbursement with a maximum of $2,000 per fiscal year for a BA/BS and $3,000 per fiscal year for an MA/MS or higher.

c. After completing the course with a grade of "C" or better ("Pass" or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the employee's department head indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Director. This information shall be submitted on forms provided by the Human Resources Office.

d. An employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time.

B. Service Awards:

A committee, made up of members of the various employee groups, shall be formed to select a new service award program. At a minimum, the program shall include service awards presented to employees after every 5 years of full-time service with the City. Recipients of service awards will be recognized by the City Council.

C. Probationary Period:

Probation shall be 1 year for all new employees.

D. Flexible Work Schedule

The work schedule shall be defined by the Department Head. Consistent with City past practice Department Heads shall consider alternative work schedule requests, including a four day work week, and approve where such alternative

schedules meet the best interest of the City. The Department Head has the sole discretion to decide whether to approve or deny such alternative schedules.

SECTION 5: MISCELLANEOUS

All discoveries, inventions, improvements, formulas, ideas, devices, writings or other intellectual property, whether or not subject to patent or copyright laws, which employees shall conceive solely or jointly with others, in the course or scope of his/her employment, or with the City's materials or facilities, shall be the sole and exclusive property of the City without further compensation.

_____ _____

Craig Malin, City Manager Date

Memorandum of Understanding

Between the City of Seaside

And

The Seaside Public Safety Management Association

July 1, 2021 – June 30, 2022

Memorandum of Understanding Between the City of Seaside and the Seaside Public Safety Management Association
July 1, 2021 – June 30, 2022

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Memorandum of Understanding between the City of Seaside and the Seaside Public Safety Management Association

We the undersigned duly appointed representatives of the City of Seaside and of the Seaside Public Safety Management Association (SPSMA), a recognized employee organization, hereinafter referred to as "City" and "Association," having met and conferred in good faith in accordance with the Meyers-Millias-Brown Act, (Government Code Section 3500 et. seq.) do hereby prepare and execute the following written amendment to the Memorandum of Understanding. It is understood that the provisions herein set forth supersede previous Memorandum of Understanding between the City and Association, all items not expressly modified or changed by the MOU shall remain in effect during the term of the MOU except those items that no longer apply. All provisions of the MOU as stated within and other benefits enjoyed by the membership shall remain in effect until this MOU is modified through meet and confer.

In response to the fiscal crisis associated with the COVID-10 Pandemic, the parties met and agreed to this successor MOU. The parties agree that the concessions contained in this MOU are necessary in light of the current state of the budget and the worldwide pandemic. The concessions will terminate at the conclusion of this MOU unless the parties agree to an extension.

SECTION 1: TERM

The provisions of the Memorandum of Understanding shall become effective July 1, 2021, and shall remain in effect for a period, terminating on June 30, 2022.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. Salary Adjustment:

A 2% base salary increase will occur on July 10, 2021.

2. Longevity Pay:

Effective the pay period beginning July 10, 2021, the following longevity pay schedule will apply.

a. Bargaining unit members with 5 or more years of continuous City service will receive longevity pay in the amount of 2.5% of the member's base salary rate.

b. Bargaining unit members with 10 or more years of continuous City service will receive longevity pay in the amount of an additional 2.5% of the member's base salary rate (total of 5%)

c. Bargaining unit members with fifteen or more years of service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 7.5%).

B. Fire Management Compensation:

Fire Management personnel are designated as FLSA exempt and are not entitled to compensation for hours worked outside of their normal schedule with the exception of:

1. Operational Compensation:

Division Chiefs shall be compensated, at straight time, for working as the Operational Division Chief when they are not regularly scheduled for duty.

2. OES Strike Team Compensation:

Division Chiefs shall be compensated, at straight time, when assigned by the Fire Chief to respond to an emergency incident under the State Mutual Aid Program

C. Special Pay

1. Spanish Bilingual Pay:

a. 2 ½% pay adjustment will be made to employee's base pay for a bilingual skill as tested by the City using Language Testing International (LTI) or other suitable and appropriately certified testing organization.

b. Employee must pass both the listening and reading comprehension tests or the speaking test to be eligible for bilingual pay.

c. This program is subject to administrative direction and to City established procedures.

2. Additional Pay for Additional Duties

When a management employee assumes duties and responsibilities beyond existing job classification, City Manager may institute performance pay equivalent to one-half (2.5%) or one (5%) full step.

3. Additional Pay for Temporarily Assuming Supervisor's Position

a. A pay increase not to exceed one step may be paid to an employee temporarily filling a supervisor's position while the supervisor's position is vacant. The determination of vacancy will be based upon recommendation by the Department Head to the City Manager.

b. The increased pay will not be paid in any case unless a supervisor vacancy is the result of sickness, resignation, or termination.

c. The increased pay will not be paid when the supervisor is on vacation.

d. The increased pay will not be paid for the first thirty calendar days of the vacancy as determined above.

e. "Supervisor" is defined narrowly and means only the person to whom the employee is responsible on a continuing basis.

4. ***Performance Pay***

The City Manager is authorized to grant annual step increases ranging from zero to one full step (5%) increase, depending upon the performance of the employee under consideration for salary increase. This will give the City Manager flexibility in setting salaries consistent with performance.

5. ***Education Incentive Pay (EIP)***

The City will provide education incentive pay to bargaining unit members as follows:

a. Fire Division Chiefs: 2.5% EIP for a BA/BS.
b. Police Deputy Chief and Police Commander: 2.5% EIP for a MA/MS.

6. ***Hazardous Materials Pay – Fire Division Chief***

This program is contingent upon the contract between the City of Seaside and Monterey County being amended to provide reimbursement from the County to the City of Seaside for three additional HazMat Team members.

a. A differential of 5% will be paid to an employee assigned to the Hazardous Materials Team by the Fire Chief.

b. Removal from the team or the removal of the pay differential will not be considered disciplinary action.

c. Continuation of Hazardous Materials Differential Pay is contingent on reimbursement for the cost of Hazardous Materials Response services from Monterey County. Termination of the agreement between the City of Seaside, Monterey County, and the City of Salinas will terminate this differential pay.

d. Hazardous Materials Differential Pay will end on June 30, 2020, unless extended or terminated earlier per item (c) above.

D. Administration of Pay Plan:

1. ***Anniversary Date***

a. The anniversary date for each employee is the date he/she is hired, reclassified, or promoted.

b. The anniversary date of any employee shall be adjusted, or changed, in the case of a leave of absence, by moving said anniversary date forward a time equal to the length of such leave of absence, except family care or medical leave, according to the California Family Rights Act and military leaves of absence in accordance with the California Military and Veterans Code and Title 38, chapter 43, U.S. Code. Whenever any employee is absent from work without pay for any period of exceeding thirty (30) continuous days, the anniversary date of said employee shall be adjusted by moving said anniversary date forward a time equal to the length of absence from work.

c. Any employee who has served for one (1) year or more and takes leave of absence for purposes of military service in excess of the time defined as "temporary military leave," as defined by the Military and Veterans' Code, shall upon return to employment with the City have their anniversary date adjusted by moving said date forward a length of time equal to the number of days absent from employment due to military service, provided, however, said employee returns to work for the City within ninety (90) days of his/her discharge from military service.

d. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth below.

2. ***Salary Ranges***

The five (5) steps of each salary range shall be interpreted and applied as follows:

a. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.

b. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of six (6) months satisfactory service in the first step and upon written recommendation of the Department Head and approval by the City Manager.

c. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of the Department Head and approval by the City Manager.

d. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the third step and upon written recommendation of the Department Head and approval by the City Manager.

e. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the fourth step and upon the written recommendation of the Department Head and approval of the City Manager.

f. Notwithstanding the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher

classification, or from a flat salary to classification having a higher overlapping salary range, shall be adjusted:

i. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. If the step in the new range is the first step, the employee shall remain in that step for six (6) months before becoming eligible for advancement to the second step.

ii. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.

g. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward the employees shall have their existing salary adjusted to the same step in the new range.

h. In any case where, by reason of unusual circumstances, rigid adherence to the forgoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.

i. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time services, the rate of compensation provided for such positions shall be adjusted accordingly, except those employees indicated in this resolution as working part-time or on a retainer, in which case they shall draw the full salary indicated. If the present adjustments shall be made in the rates, the step plan shall apply to part-time salaried as well as full-time salaried employees.

j. Changes in pay rates shall be made on the first day on the pay period next following the date of eligibility and authorization.

SECTION 3: BENEFITS

E. PERS Retirement System:

1. Retirement Plans

a. Tier 1: Bargaining unit members hired by the City prior to July 1, 2010 shall be enrolled in the CalPERS 3% @ 50 plan.

b. Tier 2: Bargaining unit members hired by the City on or after July 1, 2010 will be enrolled in the same CalPERS formula as the subordinate association (i.e. – Police Commanders and Deputy Chief will follow

POA and Fire Division Chiefs will follow the Firefighters' Association).

c. Tier 3: The CalPERS 2.7% @ 57 plan will be provided to all sworn safety members hired on or after January 1, 2013 who are "new members" as defined under the PEPRA.

2. Contribution

a. Bargaining unit members enrolled in Tier 1 and Tier 2 will pay the 9% employee contribution to PERS.

b. Tier 3 bargaining unit members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA.

c. All bargaining unit members shall pay an additional 3% to CalPERS in accordance with Government Code Section 20516 (Employees Sharing Additional Cost).

3. Survivor Benefits:

The City provides the 1959 Survivors Benefit Level Four. The employee cost is $2 per month.

F. Deferred Compensation:

The City will pay up to one hundred dollars ($100) per month to the ICMA deferred compensation program for each employee who makes a matching contribution.

G. Medical, Dental, and Vision Insurance:

Eligible employees will be provided with medical, dental, and vision insurance as specified in this section. Benefits to eligible family members will be made available under the health insurance plan.

1. Contributions:

The City's contributions for medical, dental, and vision coverage shall be as follows:

a. Medical Plan contributions:

i. **MCSIG PPO $40 (70/30 Plan)**
The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.

ii. **MCISG PPO $25 (80/20 Plan)**
SPSMA Members electing to participate in the MCSIG PPO $25 (80/20 Plan) will pay the difference between the City's contribution for the PPO $40 Plan and the PPO $25 Plan premium.

iii. **PACE Plan (90/10 Plan)** – Employees hired after October 15, 2015.
New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO $40 plan and the PACE Plan premium.

iv. **PACE Plan (90/10 Plan)** – Grandfathered Tier – open to employees hired before October 15, 2015.
The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

b. The City and the employee will split the cost of any increase or decrease in dental, and vision premiums with the employee on a 50/50 basis.

2. ***Retiree Medical:***

a. For employees hired by the City prior to July 1, 2010, the City shall pay the employees (not dependents) cost of medical insurance in an amount not to exceed the month premium for the City's insurance plan for retirees who retire on regular service or disability retirement until age 65 or until the retiree becomes eligible for Medicare, whichever comes first.

b. Fire management employees who retire on an industrial disability retirement must have ten (10) years of continuous service must have been hired by the City prior to July 1, 2010, but do not need to be 50 years of age to receive this benefit.

c. Employee may cover spouse by paying the monthly premium.

d. In the event that coverage is not available under the City's plan, and where an eligible employee elects to continue health coverage under COBRA, the City shall contribute to that COBRA payment an amount not to exceed the monthly premium for the City's health insurance plan for the period of time of COBRA eligibility or up to age 65, whichever is less.

e. Employees must have ten years of continuous service with the City and be at least 50 years of age to receive this benefit.

f. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.

H. Life Insurance:

The City will provide term life insurance for all represented employees in the amount of two times the employee's annual salary (minimum of $150,000.)

I. Long-Term Disability:

The City shall pay the cost of a long-term disability program.

J. Employee Assistance Program:

The City shall pay the cost of an employee assistance program.

K. IRS Section 125 Plan:

The City will provide an Internal Revenue Code Section 125 Plan for medical care and dependent care expense reimbursement for all employees in the bargaining unit, up to the IRS maximum.

L. Mileage Reimbursement:

With the approval of the Department Head, the City shall reimburse employees required to use their personal vehicles for the purpose of conducting City business for mileage based on the Standard Internal Revenue Service mileage rate.

M. Wellness Program:

1. ***Health Club Membership:***

   The City will pay up to $45 per month towards an employee membership at a health club upon submission of receipt of contract and payment to the Finance Division. To be eligible for reimbursement, requests for reimbursement must be received by Finance no later than 90 days from the date of service.

2. ***City Swimming Pool:***

   Association members and their families will have use of the City swimming pool at no cost to the employee. Employees may have resident's fee and early-bird sign up for swim classes.

3. ***Annual Exam:***

   Sworn Fire Management personnel shall be entitled to Department paid annual physicals, including option to have a treadmill test as part of their annual physical every other year paid for by the City of Seaside. Additionally, the annual physical will include the prostate specific antigen (PSA) test as part of the lab analysis.

N. Uniform Allowance:

a. Sworn Fire Management personnel shall receive a uniform allowance of $75 per month.

b. All sworn Police Management personnel will have the same uniform allowance as the other non-executive management personnel in their respective department.

O. Safety Boot Reimbursement:

Represented employees who are required to wear safety boots on the job shall be reimbursed up to $125 per year for the purchase of safety boots.

SECTION 4: LEAVE PROVISIONS

A. Vacations

1. Accrual (40 Hour Employees):

All employees who work 40-hours per week, shall earn vacation as follows:

a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of six and two thirds (6 2/3) hours per month or ten (10) days per year.

b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of ten (10) hours per month or fifteen (15) days per year.

c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of eleven and one third (11 1/3) hours per month or seventeen (17) days per year.

d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of employment, vacation will be earned at the rate of thirteen and one third (13 1/3) hours per month or twenty (20) days per year.

e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years of employment, vacation will be earned at the rate of fourteen (14) hours per month or twenty-one (21) days per year.

f. During the twenty-fifth year and thereafter vacation will be earned at the rate of sixteen and two-thirds (16.667) hours per month or twenty-five (25) days per year.

2. Accrual (56-hours per week):

Fire Managers working a 56-hour schedule shall accumulate leave as follows.

a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of 13 hours per month.

b. During the fifth, sixth, seventh, eighth, and ninth years, vacation will be earned at the rate of 19 hours per month.

c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years, vacation will be earned at the rate of 22 hours per month.

d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years, vacation will be earned at the rate of 25 hours per month.

e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth year, vacation will be earned at the rate of 26 hours per month.

f. During the twenty-fifth year, vacation will be earned at the rate of 28 hours per month.

3. ***Vacation Use:***

Vacation shall be at a time fixed by the employee's Department Head and shall be without loss in pay.

4. ***Vacation and Holidays:***

For regular employees, if a holiday falls within a scheduled vacation period, on a day that the employee would normally work, that day shall not be counted a vacation day.

5. ***Vacation Upon Termination:***

Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current salary rate for such vacation time on the effective date of such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.

a. Calculation of Hourly Pay for Payout: For employees working a five (5) day or modified schedule, the method for computing hourly pay for accumulated vacation time shall be as follows:

   i. $\frac{\text{Monthly salary x twelve (12) months}}{\text{52 weeks x 40 hours}}$ = hourly pay rate

b. Method for Computing Hourly Pay for 56-hour employees: For Fire Managers working 56 hour work weeks, the method of computing hourly pay for accumulated vacation shall be as follows:

   i. $\frac{\text{Monthly salary x twelve (12) months}}{\text{52 weeks x 56 hours}}$ = hourly pay rate

6. ***Maximum Accumulation:***

Employees will be allowed to have no more than two years earned vacation accumulated as of the end of the 2nd pay period of January of any year. Payout for leave in excess of maximum will occur on the 1st pay period of March. It shall be management's right and responsibility to see that the employee does not exceed the maximum.

7. ***Vacation Cash-Out:***

The City will allow association members to cash out 40 hours of accumulated vacation time before the end of the calendar year. Employees wishing to utilize this option must notify the City no later than September 15 of the calendar year in which the cash out is being utilized. The cash out payment will be made in the first paycheck of November of the calendar year following the notice of election of the cash out. This cash out provision is voluntary on

the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

8. ***Compensation in Lieu of Time Off:***

The City Manager may, in instances where the needs of the City require, authorize compensation in lieu of time off for accrued vacation.

9. ***Accumulation during OJI Leave:***

An employee being paid because of an on-the-job injury will accumulate vacation time and sick leave.

10. ***No Interruption of Accumulation:***

No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.

11. ***Vacation during Probation:***

Newly hired management employees may use vacation leave during probation.

B. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability

1. ***Accrual:***

Each represented employee who works a 40 hour work week shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served. Fire Managers working a 56 hour work week shall earn twenty-four (24) hours per month.

2. ***Use of Leave:***

Sick leave with pay will be granted only upon the approval of the Department Head in case of bonafide illness of an employee, including the diagnosis, care, or treatment of an existing health condition of, or preventive care. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. Evidence may be required in the form of a physician's certificate or otherwise to verify an employee's absence during the time for which sick leave is requested.

Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking, to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking with appropriate certification of the need for such services.

3. ***Sick Leave Upon Rehire***

If an employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law.

4. ***Illness/Injury During Vacation:***

When an illness or injury requiring doctors treatment, and/or hospitalization occurs during an employee's vacation or approved leave of absence with pay, and the injury or illness is a nature that would prohibit the employee from performing his/her duties, the employee shall submit a memorandum giving full and complete information as well as a doctor's verification to their respective department head for a determination that such time off will be charged to sick time rather than to vacation time.

5. ***Family Sick Leave:***

Sick leave may be used for the illness or injury of an employee's family member. A family member shall be defined as parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), spouse or domestic partner, grandparent, grandchild, and sibling.

6. ***Bereavement Leave:***

Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Immediate family is defined as a parent, child, spouse or domestic partner, brother, sister, grandparents, father-in-law, and mother-in-law of the employee. Employee may use accrued sick leave to extend bereavement leave to a total of one work week.

C. On-The-Job Injury Leave:

1. ***Labor Code 4850***

Employees covered under Section 4850 of the California Labor Code shall become entitled to on-the-job injury leave in accordance with its provisions.

a. An employee on leave of absence under this Section will continue to accumulate sick leave and vacation leave.

b. An employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.

c. Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

D. Management Leave

1. ***Annual Accrual:***

Management employees working a 40 hour work week shall earn 40 hours of management leave per calendar year. Fire Managers working a 56 hour work week shall earn fifty-six (56) hours per calendar year.

2. *Initial Accrual:*

For newly hired employees (or employees promoted into the Association), the initial management leave bank shall be prorated according to the following schedule (based on weekly scheduled hours):

Date of Hire/Promotion Between:	Accrual (40 hr)	Accrual (56 Hr)
January 1 – March 31:	40 Hours	56 Hours
April 1 – June 30:	30 Hours	42 Hours
July 1 – September 30	20 Hours	28 Hours
October 1 – November 30	10 Hours	14 Hours
December 1 – December 31	0 Hours	0 Hours

3. *Additional Leave:*

The City Manager shall have the authority to grant an additional sixteen (16) hours of management leave to represented employees who work an excessive amount of hours based upon the recommendation of their Department Head. This leave must be used within one year from the date it is granted and no management employee shall receive more than two days per fiscal year. Time worked may be considered excessive if it is beyond regularly assigned duties and exceeds 20 hours in one month.

4. *Management Leave Payoff*

All represented employees shall be permitted to sell back their unused annual management leave (up to five days) as of December 1st of each year.

E. Administrative Leave

Management employees working a 40 hour work week shall earn forty (40) hours, non-cumulative, non-reimbursable administrative leave per calendar year. Fire Managers working a 56 hour work week shall earn fifty-six (56) hours per calendar year.

1. *Initial Accrual:*

For newly hired employees (or employees promoted into the Association), the initial management leave bank shall be prorated according to the following schedule (based on weekly scheduled hours):

Date of Hire/Promotion Between:	Accrual (40 hr)	Accrual (56 Hr)
January 1 – March 31:	40 Hours	56 Hours
April 1 – June 30:	30 Hours	42 Hours
July 1 – September 30	20 Hours	28 Hours
October 1 – November 30	10 Hours	14 Hours
December 1 – December 31	0 Hours	0 Hours

F. Holidays

1. *Regular Holidays:*

All employees shall be entitled to the following holidays:

- First day of January (New Year's Day)
- Third Monday in January (Martin Luther King Observance)

- Third Monday in February (President's Day)
- Thirty-first day of March (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)
- Nineteenth day in September (Juneteenth)
- Eleventh day of November (Veteran's Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day
- Working day immediately preceding Christmas Day (Christmas Eve)
- Twenty-fifth day of December (Christmas Day)

It is the intent of this resolution that all regular City employees shall observe the holidays set forth above.

2. ***Memorials:***

   Upon Council approval, every day appointed by the Governor of the State, the President of the United States, or the City Council as a memorial, public fast, thanksgiving, or holiday.

3. ***Holidays on Sunday***

   When a holiday falls on a Sunday, the following Monday shall be recognized as that holiday.

4. ***Holidays on Saturday:***

   When a holiday falls on a Saturday, the preceding Friday shall be recognized as that holiday.

5. ***Holiday Hours:***

   Holidays shall be calculated on an eight (8) hour workday.

6. ***Fire Management Compensation:***

   Fire Management personnel assigned to shifts will be compensated for holidays by receiving 11.2 hours of straight time based on 56-hour workweek.

G. Jury Duty:

1. ***Jury Duty:***

   The City will grant an employee leave with pay for jury duty. Any checks received from the courts must be submitted to Finance. Travel pay which is included in the check, will be returned to the employee. This rule is also applicable to those employees serving on the Grand Jury.

SECTION 5: WORKING CONDITIONS

A. Continuing Education and Professional Growth:

All association members shall be eligible for the City's Educational Incentive Programs.

1. Tuition Reimbursement:

a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Department Head. Classes will be approved for reimbursement so long as they are determined to be job related or professional development. Courses taken to satisfy requirements degree requirements (including general education) at accredited educational institutions will be considered job related under this section.

b. The City will encourage enrollment through a tuition and book reimbursement with a maximum of $3000 per fiscal year to be approved as follows:

i. Reimbursement for professional development classes and community college level classes shall be capped at $2000.
ii. Reimbursement for undergraduate and postgraduate level classes (BA, MA, Professional degrees) shall be capped at $3000.

c. After completing the course with a grade of "C" or better ("Pass" or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the employee's department head indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Director. This information shall be submitted on forms provided by the Human Resources Department.

c. An employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time.

B. Service Awards:

A service award program shall be provided that, at a minimum, shall include service awards presented to employees after every 5 years of full-time service with the City. If desired by the employee, recipients of service awards will be recognized by the City Council.

C. Probationary Period:

Probation shall be 1 year for all new employees.

D. Work Schedule and Staffing:

1. Flexible Work Schedule:

The City will develop and implement a policy providing flexibility in work schedules for those represented employees whose responsibilities regularly require them to work an excessive amount of hours per week.

2. ***Shift Staffing:***

The Fire Department intends to continue its current minimum staffing level of seven (7), including the Division Chief, unless otherwise directed by the City Council.

3. ***Work Schedule:***

The City and association agree to the 48/96 schedule for Fire Management personnel assigned to the Fire Operations Division of the Fire Department. The 48/96 work schedule shall result in a change from a twenty-seven (27) day Fair Labor Standards Act (FLSA) work period to a twenty-four (24) day FLSA work period.

4. ***Exchange Hours:***

The City agrees to allow Fire Management personnel to exchange hours or shifts an unlimited number of times per year. Under no circumstances shall overtime (Operational Compensation) be incurred as a result of a shift exchange unless the employee scheduled to work pursuant to the shift exchange is sick.

SECTION 5: MISCELLANEOUS

A. City's Right to Discovery:

All discoveries, inventions, improvements, formulas, ideas, devices, writings or other intellectual property, whether or not subject to patent or copyright laws, which employees shall conceive solely or jointly with others, in the course or scope of his/her employment, or with the City's materials or facilities, shall be the sole and exclusive property of the City without further compensation.

B. Savings Clause:

It is mutually agreed by the parties to this agreement that the above represents the full and complete understanding which has been reached after numerous discussions held in conformance with the Meyers-Millias-Brown Act. All other proposals, counteroffers, or other matters discussed during the meet and confer process are deemed rejected by both parties. Should circumstances call for a change, the City shall give notice of such proposed change to the Association and the items shall be subject to meet and confer process if so required by law.

If any section or subsection of the Memorandum of Understanding should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other sections and subsections of this memorandum shall remain in full force and effect for the duration of this memorandum.

Craig Malin, City Manager	Date
Paul Blaha, President SPSMA	6/16/2021 Date

Memorandum of Understanding Between the City of Seaside And The Seaside Fire Fighters' Association

July 1, 2021 –June 30, 2022

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY MANAGER OF THE CITY OF SEASIDE AND THE SEASIDE FIREFIGHTERS' ASSOCIATION

July 1, 2021 – June 30, 2022

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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY MANAGER OF THE CITY OF SEASIDE AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1218

We, the undersigned, duly appointed representatives of the City of Seaside and of the International Association of Firefighters Local 1218, a recognized employee organization, hereinafter referred to as "City" and "Association", having met and conferred in good faith in accordance with the Meyers-Milias-Brown Act, (government Code Section 3500 et. seq.) do hereby jointly prepare and execute the following written Memorandum of Understanding. It is understood that the provisions herein set forth supersede previous Memoranda of Understanding between the City and the Association. All items not expressly modified or changed by the MOU shall remain in effect during the term of the MOU except those items that no longer apply. All provisions of the MOU as stated within and other benefits enjoyed by the membership shall remain in effect until this MOU is modified through Meet and Confer.

SECTION 1: TERM

The provisions of the Memorandum of Understanding shall become effective July 1, 2021, and shall remain in effect for a period, terminating June 30, 2022.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. Salary Adjustment:
   A 2% base salary increase will occur on July 10, 2021.

2. Longevity Pay:
   Effective the pay period beginning July 10, 2021, the following longevity pay schedule will apply.
   a. Bargaining unit members with 5 or more years of continuous City service will receive longevity pay in the amount of 2.5% payoff the members' base salary rate.

   b. Bargaining unit members with 10 or more years of continuous City service will receive longevity pay in the amount of an additional 2.5% of the member's base salary rate (total of 5%)

   a. Bargaining unit members with fifteen or more years of service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 7.5%).

B. Overtime:

1. Pre-Approval:

   Requests for overtime that can be scheduled should be pre-approved by the Department Head or designee. Overtime not possible to schedule in advance and necessary for public safety and welfare shall be worked at Department Head discretion, subject to City Manager review.

2. Minimum Overtime Guarantee (Emergency Call Back):

   When an employee is called back to work on an emergency basis, the actual time worked, with a minimum of four (4) hours, shall be earned.

3. FLSA Calculation:

   All employee overtime shall be earned in increments of one-half (1/2) hour and will be compensated for at the rate of time and one-half (1-1/2) in cash at the employee's established rate of pay, at the discretion of the Department Head. The City will not deduct credited FLSA (Fair Labor Standard Act) hours when represented employees use accumulated hours in the form of vacation, sick leave, compensated time off, personal leave time off, or bereavement leave. City will pay the FLSA hours without regard to represented employee use of accumulated benefit/leave times.

4. Shift Work Overtime:

   Fire Department personnel assigned to shifts shall be compensated for overtime in the following manner:

   a. When called back to work a shift because of the absence of a person regularly assigned to that shift, the pay shall be computed by dividing the employee's annual salary by 2912 hours. This figure shall be prorated for any portion of such shift and paid of such shift and paid at time and one-half.

   b. Whenever in the judgment of the Fire Chief or his designated representative, an employee is required to work in excess of his/her regular work week or regular work day, he/she shall be compensated for such overtime work at the rate of one and one-half (1 ½) times the hourly regular rate of pay for his/her classification. (Hourly rate is based on a 56 hour work week). The regular rate of pay is the individual's base pay plus incentives.

   c. Form of Compensation. An employee who works overtime and who is thus eligible for overtime compensation shall receive overtime compensation in the form of cash or compensatory leave subject to the following provisions.

      i. Maximum Accumulation: Compensatory time which is allowed to accumulate, will be up to 144 hours. Compensatory time shall be calculated by multiplying the overtime hours worked by 1.5 times to reach the number of compensatory time hours. Said time off may

only be used when said employee is normally on duty with staffing to be minimum staffing plus one person. Approval to use compensatory time shall be at the discretion of the members' supervisor.

ii. Minimum Overtime Guarantee. An employee represented by IAFF who is called back to work after he/she has completed his/her regular shift and has left his/her related court appearance of off-duty hours shall be compensated for a minimum of four (4) hours overtime. It is expressly understood that an employee who works overtime rate (including court appearances) immediately prior to or subsequent to his/her regular shift shall be compensated at the overtime rate of pay for the time actually worked with no minimum number of hours of overtime guaranteed. (Hourly rate for IAFF is based on a 56 hour work week).

5. Sell Back Option:

Bargaining unit members may sell back compensatory time not used up to a maximum of 60 hours per year. Employees wishing to sell back leave must notify Finance by September 15 of each year and payoff will occur the first pay period of November.

C. Special Assignment Compensation:

1. Fire Prevention Inspector:

a. Effective on the date of appointment to the special duty assignment for Fire Prevention Inspector, a two and one-half percent (2.5%) pay adjustment will be made to the employee's base pay.

b. Term: The assignment will be limited to three personnel for a period of two years, and consecutive appointments are possible if the selection process warrants such.

c. Removal from Assignment: With cause, the Department Head may remove any person filling this position. Removal of person(s) from this assignment will not be considered a disciplinary action.

d. These personnel will be selected based on having achieved a minimum certification of Fire Prevention Officer I as recognized by the standards established by the Office of the California State Fire Marshal.

e. These personnel will be selected based on a competitive process from the candidate pool established in paragraph (d) above.

2. Spanish Bilingual Skill Pay:

A two and one-half percent (2.5%) pay adjustment will be made to the employee's base pay for Spanish bilingual skill as tested by the City in

conjunction with the Language Testing International (LTI) or other suitable and appropriately certified testing organization for Spanish bilingual testing.

3. Out of Class Compensation:

   Fire Chief maintains administrative discretion regarding approval to act out of class based on performance and training.

   a. Bargaining unit members qualified and approved to act out of class in one assignment (ie – fire fighter to engineer; engineer to captain) shall receive a 2% pay incentive that is ongoing as long as they meet the standards set by the Fire Chief.
   b. Bargaining unit members qualified and approved to act out of class in two assignments (ie – fire fighter to engineer and to captain; engineer to captain and to DC) shall receive an additional 1% pay incentive (3% total) that is ongoing as long as they meet the standards set by the Chief.
   c. Bargaining unit members assigned to a long-term vacancy that is the result of sickness, injury, resignation, or termination and is expected to last one pay period or more shall have their on-going incentive increased to a total of 5% starting on first day of the pay period following the first date of the assignment and continuing through the end of the assignment.
   d. The determination of vacancy will be made by the Fire Chief.

4. Hazardous Materials Response Team:

   a. A differential of 5% will be paid to an employee assigned to the Hazardous Materials Team by the Fire Chief. There will be a maximum of 4 team members per shift, for a total of twelve (12) team members in the Department.

   b. Removal from the team or the removal of the pay differential will not be considered disciplinary action.

   c. Continuation of Hazardous Materials Differential Pay is contingent on reimbursement for the cost of Hazardous Materials Response services from Monterey County. Termination of the agreement between the City of Seaside, Monterey County, and the City of Salinas will terminate this differential pay.

   d. Hazardous Materials Differential Pay will end on June 30, 2022, unless extended or terminated earlier per item (c) above.

D. Administration of Pay Plan:

1. Anniversary Date:

   a. The anniversary date for each employee is the date he/she is hired, reclassified, or promoted

b. The anniversary date of any employee shall be adjusted, changed, in the case of a leave of absence, by moving said anniversary date forward a time equal to the length of such leave of absence, except family care and medical leave, according to the California Family Rights Act and military leaves of absence in accordance with the California Military and Veterans Code and Title 38, chapter 43, U.S. Code. Whenever any employee is absent from work without pay for any period exceeding thirty (30) continuous days, the anniversary date of said employee shall be adjusted by moving said anniversary date forward a time equal to the length of absence from work.

c. Any employee who has served for one (1) year or more and takes leave of absence for purposes of military service in excess of the time defined as "temporary military leave," as defined by the Military and Veterans' Code, shall upon return to employment with the City, have their anniversary date adjusted by moving said date forward a length of time equal to the number of days absent from employment due to exceeding "temporary military leave," provided, however, said employee returns to work for the City within ninety (90) days of his/her discharge or release from military service.

d. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth in the Section below.

2. Salary Ranges

The five (5) steps of each salary range shall be interpreted and applied as follows:

a. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.

b. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of six (6) months satisfactory service in the first step and upon written recommendation of Department Head and approval by the City Manager.

c. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of Department Head and approval by the City Manager.

d. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the third step

and upon written recommendation of Department Head and approval by the City Manager.

e. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the fourth step and upon written recommendation of Department Head and approval by the City Manager.

f. Notwithstanding, the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to a classification having a higher overlapping salary range, shall be adjusted:
   i. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. In the Fire Service, if an employee is promoted from one rank to another, that employee shall be placed at a step to ensure at least a 2½% increase with respect to gross salary. If the step in the new range is the first step, the employee shall remain in the step for six (6) months before becoming eligible for advancement to the second step.

   ii. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.

g. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward, the employees holding positions in classes affected shall have their existing salary adjusted to the same step in the new range.

h. In any case where, by reason of unusual circumstances, rigid adherence to the foregoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.

i. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time service, the rate of compensation provided for such positions shall be adjusted accordingly. If the present schedule of hours is changed, appropriate adjustments shall be made in the rates. The step plan shall apply to part-time salaried as well as full-time salaried employees.

j. Changes in pay rates shall be made on the first day of the pay period next following the date of eligibility and authorization.

2. 40 Hour Work Week
When assigned to a 40 hour work week for training, administrative duties, light duty, etc, bargaining unit members shall receive pay and leave accrual at the 40 hour pay rate.

SECTION 3: BENEFITS

A. PERS Retirement System:

1. Plan:

   a. Tier 1: CalPERS 3% @ 50 Formula: Provided to all bargaining unit members hired on or before June 30, 2010.
   b. Tier 2: CalPERS 2% @ 50 Formula: Provided to all bargaining unit members hired on or after July 1, 2010.
   c. Tier 3: CalPERS 2.7% @ 57 plan will be provided to all sworn safety members hired on or after January 1, 2013 who are "new members" as defined under the PEPRA.

2. Employee Contribution:
   a. Effective December 22, 2012, Tier 1 and Tier 2 bargaining unit employees will pay the 9% employee contribution towards PERS.
   b. Effective January 1, 2013, Tier 3 bargaining unit members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA.
   c. Effective the first full pay period after January 1, 2017, all bargaining unit members shall pay 3% of the employer's contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost).

3. Survivor Benefits:
   The City provides for 1959 Survivors Benefit Level Four. The employee cost is $2 per month.

B. Deferred Compensation:

City will pay up to fifty dollars ($50.00) bi-monthly (24xs per year) to the ICMA deferred compensation program for each employee who makes a matching contribution.

C. Medical, Dental, and Vision Insurance:

1. Contributions:
   The City's contributions for medical, dental, and vision coverage shall be as follows:

a. Medical Plan contributions for all new members hired after October 15, 2015, and for all members beginning January 1, 2017:

i. MCSIG PPO $40 (70/30 Plan).
The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.

ii. MCISG PPO $25 (80/20 Plan).

IAFF Members electing to participate in the MCSIG PPO $25 (80/20 Plan) will pay the difference between the City's contribution for the PPO $40 Plan and the PPO $25 Plan premium.

iii. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.

New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO $40 plan and the PACE Plan premium.

iv. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.

The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

a. The City will split the cost of any increase or decrease in dental and vision premiums with the employee on a 50/50 basis.

2. Retiree Medical

a. The City shall pay employees (not dependents) costs of health medical insurance for retirees who were hired prior to June 30, 2010.

b. IAFF disabled employees who retire must have ten (10) years of continuous service, but do not need to be 50 years of age to receive this benefit.

c. The City shall pay until retiree reaches 70 or becomes eligible for Medicare, whichever comes first.

d. Eligibility: Employees must have ten years of continuous service with the City, be at least 50 years of age, and have been hired by the City prior to July 1, 2010 to receive this benefit.

e. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.

3. Medical Plan Benefits Committee:

During the term of this agreement, the City will coordinate a City-wide Benefits Committee to review/research potential medical plan benefits options subject to reaching mutual agreement and participation from all bargaining units.

D. Life Insurance:

City agrees to provide Group Life Insurance coverage which includes a term life insurance policy of fifty thousand dollars ($50,000) for each represented employee.

E. Long Term Disability Insurance:

The City and Association members will split the IAFF LTD premium 50/50.

F. IRS Section 125 Plan:

The City of Seaside shall maintain an Internal Revenue Code Section 125 Plan Unreimbursed Medical and Dependent Care programs for all employees in the bargaining group. The maximum for both plans is set annually by the IRS.

G. Uniform Allowance

1. Monthly Allowance:

   The combined uniform and uniform boot allowance shall be one hundred dollars ($100.00) per month. The required uniform and uniform boots shall meet the Seaside Fire Department designated standard.

2. New Hire Initial Allowance:

   Newly hired personnel of the Fire Department will receive a fixed sum equal to one thousand two hundred dollars ($1,200.00).

3. Uniform Allowance Reimbursement:

   All personnel who separate from employment with less than twelve months of full-time service, will be required to reimburse the City a prorated share of the initial uniform allowance. For each month, or portion thereof, less than twelve, the final compensation shall be reduced by one hundred dollars ($100.00).

H. Mileage Reimbursement:

With the approval of the Department Head, the City shall reimburse both full and part time employees required to use their personal vehicles for the purpose of conducting City business at a rate based upon the current IRS rate.

I. Wellness Program:

1. City Swimming Pool:

   All represented members and their families shall have use of the City of Seaside's swimming pool at no cost to the employee or employee's family.

2. Health Club Membership:

   The City will pay up to $45 per month towards an employee membership at a health club upon submission of receipt of contract and payment to the Finance Division. To be eligible for reimbursement, requests for reimbursement must be received by Finance no later than 90 days from the date of service.

   Dues will be processed by payroll deduction if administratively feasible.

3. Annual Medical Physical:

   a. All uniform represented employees shall have the option to have a treadmill test as part of their annual physical every other year paid for by the City of Seaside.

   b. The annual physical will include the prostate specific antigen (PSA) test as part of the lab analysis.

SECTION 4: LEAVE PROVISIONS

A. Vacations

1. Accrual:

   All regular employees assigned to a 56 hour work week, shall earn vacation as follows:

   a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of 13 hours per month.

   b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of 19 hours per month.

   c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of 22 hours per month.

   d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years, vacation will be earned at the rate of 25 hours per month.

   e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth year, vacation will be earned at the rate of 26 hours per month.

   f. During the twenty-fifth year, vacation will be earned at the rate of 28 hours per month.

2. Accrual:

   All regular employees assigned to a 40 hour work week for one pay period or more, shall use vacation at the 40 hour rate and earn vacation as follows:

a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of 4.29 hours per pay period.

b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of 6.26 hours per pay period.

c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of 7.25 hours per pay period.

d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years, vacation will be earned at the rate of 8.24 hours per pay period.

e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth year, vacation will be earned at the rate of 8.57 hours per pay period.

f. During the twenty-fifth year, vacation will be earned at the rate of 9.23 hours per pay period.

3. Vacation During Initial Probation:

   Use of vacation time by an employee shall be conditional upon the completion of six (6) months continuous service with the City, but if for any reason prior to the completion of six months service with the City, such employee's employment is terminated, he/she shall be credited with and paid for vacation time.

4. Vacation Upon Termination:

   Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current salary rate for such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.

   a. Calculation of Hourly Pay for Vacation Payout: For employees working shifts in the Fire Department, the method of computing hourly pay for accumulated vacation shall be as follows:
      i. Hourly rate equals monthly salary (including incentive pays) multiplied by twelve (12) months and divided by 2912 hours.

5. Maximum Leave Bank Accumulation:

   Employees represented by IAFF, will be allowed to have no more than two year's earned vacation accumulated as of the end of the 2nd pay period of January of any year. Based on extenuating circumstances, an employee may be granted one (1) additional year. Payout for leave in excess of maximum will occur on the 1st pay period of March. It shall be management's right and responsibility to see that the employee does not exceed the maximum. The

City Manager may, in instances where the needs of the City require, authorize compensation in lieu of time off for accrued vacation.

6. Vacation Cash Out:

The City will allow bargaining unit members to cash out 60 hours of accumulated vacation time as set forth in this section. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to sixty (60) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base salary rate. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

7. Accumulation During OJI Leave:

An employee being paid because of an injury on-the-job will accumulate vacation time and sick leave.

8. No Interruption of Accumulation:

No interruption in accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.

B. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability

1. Accrual:

An employee assigned to a 56 hour work week shall earn 24 hours of sick leave with pay for each calendar month or major fraction thereof served and deducted hour for hour when used.

2. Use of Leave:

Sick leave with pay will be granted only upon the approval of the Department Head in case of bonafide illness of an employee, including the diagnosis, care, or treatment of an existing health condition of, or preventive care. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. Evidence may be required in the form of a physician's certificate or otherwise to verify an employee's absence during the time for which sick leave is requested.

Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking, to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking with appropriate certification of the need for such services.

3. Illness/Injury During Vacation:

   When an illness or injury requiring doctors treatment, and/or hospitalization occurs during an employee's vacation or approved leave of absence with pay, and the injury or illness is of a nature that would prohibit the employee from performing his/her duties, the employee shall submit a memorandum giving full and complete information as well as a doctor's verification to the Department Head for a determination that such time off will be charged to sick time rather than to vacation time.

4. Personal Leave.

   During the month of November each year, represented positions shall have the option to transfer a maximum of ninety-six (96) hours of accumulated sick time to personal leave. Accumulated personal leave shall not be greater than ninety-six (96) hours at the end of any calendar year. Personal leave is for family emergencies.

5. Bereavement Leave:

   For employees represented by the IAFF, bereavement leave will be permitted without charging such leave against sick leave upon the death of an employee's parent, child, spouse, brother, sister, grandparent, father-in-law, or mother-in-law. Bereavement leave for shift-rate Fire Department personnel will be one and one-half shifts (36 hours), however, the employee may utilize an additional thirty-six (36 hours) of sick leave to extend said leave. Additional time may be granted by the Fire Chief.

6. Family Sick Leave:

   Sick leave may be used for the illness or injury of an employee's family member. A family member shall be defined as parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), spouse or domestic partner, grandparent, grandchild, and sibling.

7. Sick Leave Upon Rehire:

   If an employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law.

8. Association Members Assigned to a 40-hour work week for one pay period or more will earn and use sick leave at the equivalent 40 hour rate (7.84 hours per pay period).

C. On-The-Job Injury Leave:

1. Labor Code 4850

   Employees covered under Section 4850 of the California Labor Code shall become entitled to on-the-job injury leave in accordance with its provisions.

   a. An employee on leave of absence under this Section will continue to accumulate sick leave and vacation leave.

   b. An employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.

   c. Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

D. Holidays

1. Regular Holidays:

   All represented employees shall be entitled to the following holidays:
   - First day of January (New Year's Day)
   - Third Monday in January (Martin Luther King Observance)
   - Third Monday in February (President's Day)
   - Thirty-first day of March (Cesar Chavez Day)
   - Last Monday in May (Memorial Day)
   - Fourth day of July (Independence Day)
   - First Monday in September (Labor Day)
   - Nineteenth day of September (Juneteenth)
   - Eleventh day of November (Veteran's Day)
   - Fourth Thursday of November (Thanksgiving Day)
   - Day following Thanksgiving Day
   - Working day immediately preceding Christmas Day
   - Twenty-fifth day of December (Christmas Day)

2. Memorials:

   Upon Council approval, every day appointed by the Governor of the State, the President of the United States, or the City Council as a memorial, public fast, thanksgiving, or holiday.

3. Holiday Pay:

   It is the intent of this resolution that all regular City employees shall observe the twelve (12) holidays set forth above.

   a. Fire Department personnel assigned to shifts will be compensated for holidays by paying for 11.2 hours based on 56 hour work week.

E. Jury Duty:

The City will grant an employee leave with pay for jury duty. Any checks received from the courts must be submitted to Finance. Travel pay which is included in the check, will be returned to the employee. This rule is also applicable to those employees serving on the Grand Jury.

SECTION 5: WORKING CONDITIONS

A. Educational Incentive Program

All association members shall be eligible for the City's Educational Incentive Programs.

1. Guidelines:
   a. Requests for Educational Incentive Pay shall be submitted to the Fire Chief indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Director. This information will be submitted on forms provided by the Human Resources Department.

   b. All courses taken to secure the above educational incentive pay shall be at the individuals own time and expense and any classes which have letter grades, a "C" or better must be obtained or pass if on a Pass/Fail basis, or certificate of completion if no grade is given. Any disputes shall be decided by the Human Resources Director.

   c. An employee must pass probation before receiving this benefit.

   d. Education acquired prior to appointment as an employee of the City of Seaside qualifies under this program.

   e. A college unit shall mean a semester college unit.

   f. Employees may take courses from public or private schools. Colleges, or universities which are accredited under the auspices of the Council on Post-Secondary Education, when such courses are undertaken for purpose of improving their efficiency, knowledge, or competency in the performance of their duties.

2. Educational Incentive Pay
   a. 2.5% increase for 30 college units with ten of those units in Fire Science.

   b. 5% increase for 60 college units with 20 of those units in Fire Science OR an AA or AS in Fire Science or Fire Protection Technology.

   c. 5% increase for a BA/BS

d. 7% shall be provided for a MA/MS.

e. This incentive pay shall not stack.

f. Association members are not required to recertify Educational Incentive Pay.

B. Tuition Reimbursement:

Tuition and book reimbursement limits shall established $500 per fiscal year for classes taken at a community college and for classes taken toward State Fire Marshal's Office certificates. The reimbursement level for classes taken at a four-year college or university towards a bachelors, masters, or graduate degree shall be $3,000 per fiscal year.

C. Employee Incentive Pay:

a. All employees shall be eligible for Employee Incentive Pay for cost saving suggestions. Employees wishing to apply for incentive pay will submit their suggestion to the Employee Task Force for review. The Task Force will coordinate with the appropriate City departments/divisions to determine the acceptability of the cost-saving suggestion and establish remuneration.

b. A cost saving suggestion resulting in a one time saving would be evaluated for a one-time bonus. This bonus may range from $5.00, up to and not to exceed $25.00. A cost saving suggestion resulting in an annual saving of a substantial amount of money would be evaluated for an annual bonus of $100.00.

D. Work Schedule and Staffing:

1. Shift Staffing:

   The Fire Department intends to continue its current minimum staffing level of seven (7), unless otherwise directed by the City Council.

2. Work Schedule:

   The City and IAFF agree to the 48/96 schedule for all members of IAFF, Local 1218, assigned to the Fire Operations Division of the Fire Department. The 48/96 work schedule shall result in a change from a twenty-seven (27) day Fair Labor Standards Act (FLSA) work period to a twenty-four (24) day FLSA work period.

3. Exchange Hours:

   The City agrees to allow personnel to exchange hours or shifts an unlimited number of times per year. Under no circumstances shall overtime be incurred as a result of a shift exchange unless the employee scheduled to work pursuant to the shift exchange is sick.

4. Consecutive Work Shifts:

   There will be no changes in consecutive work shift policy. Consecutive work shifts will only be allowed when no other alternatives are available.

E. Grievance Procedure:

The Association has a right to file a grievance upon the following conditions:

1. The grievance involves more than one Association member.

2. There is a specified violation of the MOU in force or a specified violation of a City or Department rule and regulation.

F. Promotional Testing:

Promotional testing for, and the filling of, approved and funded positions represented by the Association shall occur within one year of the vacancy.

G. Bilingual Training:

The City shall provide bilingual (Spanish) training for uniformed Fire Department personnel at the fire station at no cost to uniformed personnel.

H. Unit Designation:

The IAFF, Local 1218, represents the classifications of Firefighter, Fire Engineer, and Fire Captain.

SECTION 6: MISCELLANEOUS

A. City's Right To Discovery:

All discoveries, inventions, improvements, formulas, ideas, devices, writings or other intellectual property, whether or not subject to patent or copyright laws, which employees shall conceive solely or jointly with others, in the course or scope of his/her employment, or with the City's materials or facilities, shall be the sole and exclusive property of the City without further compensation.

B. Separability

If any section, subsection, paragraph, clause or phrase of this agreement is, for any reason, held to be invalid or unconstitutional, by a court of competent jurisdiction, such invalidity or unconstitutionality of the remaining portions of this agreement, it being hereby expressly declared that this document, each section, subsection, paragraph, sentence, clause and phrase thereof, would have been adopted irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

It is agreed by the parties to this agreement that the preceding represents the full and complete agreement which has been reached after discussions held in accordance with the Meyers-Milias-Brown Act. All other proposals, offers, counter-proposals, counter-offers, or other matters discussed during the meet and confer process are deemed to be rejected by both the City and the Association.

Craig Malin, City Manager City of Seaside	Date
Chris Marsiguerra, President International Association of Firefighters, Local 1218	Date 6/24/21

Memorandum of Understanding

Between the City of Seaside

And

The Seaside Police Officers' Association

July 1, 2021 – June 30, 2022

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY MANAGER OF THE CITY OF SEASIDE AND THE POLICE OFFICERS ASSOCIATION

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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY MANAGER OF THE CITY OF SEASIDE AND THE POLICE OFFICERS ASSOCIATION

We, the undersigned, duly appointed representatives of the City of Seaside and of the Police Officers Association, a recognized employee organization, hereinafter referred to as "City" and "Association", having met and conferred in good faith in accordance with the Meyers-Milias-Brown Act, (government Code Section 3500 et. seq.) do hereby prepare and execute the following written Memorandum of Understanding. It is understood that the provisions herein set forth supersede previous Memoranda of Understanding between the City and Association, and apply to the City of Seaside sworn police and civilian employees designated to be represented by the Association.

SECTION 1: TERM

The provisions of the Memorandum of Understanding shall become effective July 1, 2021, and shall remain in effect for a period, terminating on June 30, 2022.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. ***Salary Adjustment:***

   Effective July 10, 2021, the salary schedule for bargaining unit members shall be increased by 2%.

2. ***Longevity Pay:***

   Effective July 10, 2021, the following longevity pay program will be in effect:

   a. Bargaining unit members with five or more years of continuous City service shall receive longevity pay in the amount of 2.5% of the member's Base Salary Rate.
   b. Bargaining unit members with ten or more years of continuous City service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 5%).
   c. Bargaining unit members with fifteen or more years of continuous City service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 7.5%).

B. Overtime

1. ***Sworn Personnel:***

   a. Pre-Approval: Requests for overtime that can be scheduled should be pre-approved by the Department Head or designee. Overtime not possible to schedule in advance and necessary for public safety and

welfare shall be worked at Department Head discretion, subject to City Manager review.

b. Minimum Overtime Guarantee: An employee represented by POA who is called back to work after he/she has completed his/her regular shift and has left his/her place of employment, or who is required to make a job related court appearance on off-duty hours shall be compensated for a minimum of four (4) hours overtime. It is expressly understood that an employee who works overtime (including court appearances) immediately prior to or subsequent to his/her regular work shift shall be compensated at the actual hours worked with no minimum number of hours guaranteed.

c. Maximum Compensatory Leave Balance: Sworn employees will be allowed to have no more than one-hundred forty (140) hours of compensatory time at any given time.

d. Court Time: Sworn members of the police department will be paid court time at time and a half for all hours required beyond regular duty hours, beginning with arrival at court and ending with departure from court.

2. ***Civilian Personnel (non-sworn):***

a. FLSA Calculation: Civilian employees will be paid overtime in accordance with the FLSA (over 40 hours in a work week).

b. Maximum Compensatory Leave Balance: Civilian employees will be allowed to have no more than one hundred (100) hours of compensatory time at any given time.

3. ***Sell Back Option:***

Sworn and civilian employees may sell back compensatory time or vacation time not used up to a maximum of 80 hours per year with management approval. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to eighty (80) hours of accrued vacation or compensatory time (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation and / or compensatory time balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time

of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

C. Special Pay Assignments

1. Motors:

a. Effective with the administrative assignment, a City appointed number of qualified Police Officers shall be assigned motor duties and be compensated at a 5% premium above his or her current rate of pay during the assignment. The removal of the premium assignment shall not be considered disciplinary.

2. Canine Handler:

a. The canine handler shall receive special assignment pay of 5%. In addition, the canine handler will receive fifteen (15) hours per month to care and maintain their K9. Additional hours spent in extraordinary care (e.g., time spent in trips for veterinary care) should also be reported. When a canine handler is required to perform extraordinary off-duty canine care that causes a substantial increase in the normal off-duty hours worked for that month, the handler shall submit a written request to the Police of Chief or the Chief's assigned designee for additional compensation for the hours spent performing such work.

3. Field Training Officer Pay:

Police Officers assigned by the Police Chief to perform Field Training Officer duties will receive a 5% premium above his or her base rate of pay effective the first day of the pay period upon assignment and while assigned. The premium and assignment are subject to the discretion of the Police Chief and shall be made for a minimum of one pay period. The removal of this assignment shall not be considered discipline.

4. Rotational Assignments:

a. The Investigator, School Resource Officer, and Crime Prevention Specialist (Community Liaison Officer) are three-year rotational classifications.

b. Effective with administrative assignment, officers assigned to these rotational classifications receive an additional 5% over his/her regular pay rate.

c. The removal of the rotational assignment shall be at the discretion of the Police Chief.

5. ***Bilingual Pay (Sworn):***

a. 2 ½% premium above base pay will be granted to use Spanish or Vietnamese as tested for speaking and listening;

b. 5% premium above base pay will be granted to use Spanish and/or Vietnamese as tested for writing, speaking, and listening.

c. This program is subject to administrative direction and to City established procedures and annual testing. The City intends to use Language Testing International (LTI) or another suitable and appropriately certified testing organization.

d. Removal of this premium shall not be considered disciplinary action.

e. Bilingual pay is limited to 5% and is non-stackable.

6. ***Bilingual Pay (Civilian Employees):***

a. 2 ½% premium above base pay will be granted to use Spanish as tested for speaking and listening;

b. 5% premium above base pay will be granted to use Spanish as tested for writing, speaking, and listening.

c. This program is subject to administrative direction and to City established procedures and annual testing. The City intends to use Language Testing International (LTI) or another suitable and appropriately certified testing organization.

d. Removal of this premium shall not be considered disciplinary action.

e. Bilingual pay is limited to 5% and is non-stackable.

7. ***Additional Pay for Temporarily Assuming Supervisor's Position (Sworn Personnel):***

a. A pay increase not to exceed 5% may be paid to an employee temporarily filling a supervisor's position while the supervisor's position is vacant. The determination of vacancy will be based upon recommendation by the Department Head to the City Manager.

b. The increased pay will not be paid in any case unless a supervisor vacancy is the result of sickness, resignation, or termination.

c. The increased pay will not be paid when the supervisor is on vacation.

d. The increased pay will not be paid for the first thirty calendar days of the vacancy as determined above.

e. "Supervisor" is defined narrowly and means only the person to whom the employee is responsible on a continuing basis.

8. Acting Positions – Police Corporal:

a. A Police Corporal assigned to assume the role of a supervisor by the Chief or designee in the absence of the Sergeant for a period in excess of fourteen (14) calendar days shall receive a 5% differential. The 5% differential shall begin on the 15th calendar day.

9. Acting Positions – Civilian Personnel (Non-sworn):

a. Employees who are assigned to perform a majority of the duties of a position within a higher classification from that in which they are regularly employed shall, receive the compensation specified for that position to which assigned, if performing the duties thereof for a period of thirty (30) consecutive work days.

b. Said increased compensation should be at the lowest step of the higher classification which will accord such employee an increase of at least five (5) percent over his/her current regular compensation.

The assignment shall be confirmed in writing by the City Manager based upon recommendation by the Department Head

c. Acceptance of an interim assignment to a higher position, thirty (30) or more days, shall require mutual assent of employer and employee.

10. Shift Differential – Civilian Personnel (Non-sworn):

a. Civilian personnel who are assigned to the midnight shift shall receive 5% differential pay.

11. Shift Differential – Sworn Personnel:

All sworn members of the association regularly scheduled to work between 9:00 p.m and 7:00 a.m. will receive night shift differential in the amount of $73.85 per pay period. The qualifying shifts currently include 3:00 p.m. to 3:00 a.m.; 6:00 p.m. to 6:00 a.m.; and 7:00 p.m. to 7:00 a.m.

D. Administration of Pay Plan:

1. Anniversary Date

a. The anniversary date for each employee is the date he/she is hired, reclassified, or promoted.

b. The anniversary date of any employee shall be adjusted, or changed, in the case of a leave of absence, by moving said anniversary date forward a time equal to the length of such leave of absence, except family care or medical leave, according to the California Family Rights Act and military leaves of absence in accordance with the California Military and Veterans Code and Title 38, chapter 43, U.S. Code. Whenever any employee is absent from work without pay for any period exceeding thirty (30) continuous days, the anniversary date of said employee shall be adjusted by moving said anniversary date forward a time equal to the length of absence from work.

c. Any employee who has served for one (1) year or more and takes leave of absence for purposes of military service in excess of the time defined as "temporary military leave", as defined by the Military and Veterans Code, shall upon return to employment with the City, have their anniversary date adjusted by moving said date forward a length of time equal to the number of days absent from employment due to military service, provided, however, said employee returns to work for the City within ninety (90) days of his/her discharge or release from military service.

d. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth below.

E. Salary Ranges

The five (5) steps of each salary range shall be interpreted and applied as follows:

a. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified

personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.

b. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance following the completion of six (6) months satisfactory service in the first step and upon written recommendation of the Department Head and approval by the City Manager.

c. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of the Department Head and approval by the City Manager.

d. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance following the completion of twelve (12) months satisfactory service in the third step and upon written recommendation of the Department Head and approval by the City Manager.

e. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance following the completion of twelve (12) months satisfactory service in the fourth step and upon the written recommendation of the Department Head and approval of the City Manager.

f. **Accelerated Step Advancement for new Police Officers:** During the first three years of employment, the Police Chief has the authority to advance new Police Officer's step placement every 6 months based on the employee's performance as determined by the Police Chief. The Chief has the sole discretion to approve or deny such advance placement.

g. Notwithstanding the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to classification having a higher overlapping salary range, shall be adjusted:

   i. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. If the step in the new range is the first step, the employee shall remain in that step for six (6)

months before becoming eligible for advancement to the second step.

ii. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.

h. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward, the employees shall have their existing salary adjusted to the same step in the new range.

i. In any case where, by reason of unusual circumstances, rigid adherence to the forgoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.

j. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time services, the rate of compensation provided for such positions shall be adjusted accordingly, except those employees indicated in this resolution as working part-time or on a retainer, in which case they shall draw the full salary indicated. If the present adjustments shall be made in the rates, the step plan shall apply to part-time salaried as well as full-time salaried employees.

k. Changes in pay rates shall be made on the first day on the pay period next following the date of eligibility and authorization.

SECTION 3: BENEFITS

A. PERS Retirement System Safety - Sworn:

1. Safety Retirement Plans:

a. Tier 1 - CalPERS 3% @ 50 provided to all sworn safety employees hired prior to January 1, 2011.

b. Tier 2 - CalPERS 3% @ 55 will be provided to all sworn safety employees hired on or after January 1, 2011 who are not defined as "new members" under the Public Employees' Pension Reform Act of 2013 ("PEPRA") ("classic members").

c. Tier 3 - CalPERS 2.7% @ 57 plan will be provided to all sworn safety members hired on or after January 1, 2013 who are "new members" as defined under the PEPRA.

2. Implementation of 2% @ 50:

In the event that a majority of agencies in an agreed upon survey market, or in the ten (10) closest jurisdictions, moves to 2% @ 50, Seaside POA agrees that the 2% @ 50 plan can be implemented by the City for new hires at that point in time. The City will provide notice to the POA and an opportunity to review the market data prior to implementation of the new retirement formula.

3. Contribution:

a. Effective July 6, 2013, Tier 1 and Tier 2 safety bargaining unit members will pay the full member contribution rate required by CalPERS.

b. Effective January 1, 2013, Tier 3 safety bargaining unit members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA.

c. All POA safety members shall pay an additional 3% to CalPERS in accordance with Government Code Section 20516 (Employees Sharing Additional Cost).

4. Survivor Benefits:

Association members are enrolled in the 1959 Survivors Benefit Level Four. The employee cost is $2 per month.

B. Civilian Personnel Miscellaneous (Non-sworn)

1. Miscellaneous Retirement Plans:

a. Tier 1: CalPERS 2% @ 55 will be provided to all miscellaneous bargaining unit members who are not defined as "new members" under the PEPRA ("classic members").

b. Tier 2: CalPERS 2% @ 62 plan will be provided to all miscellaneous bargaining unit members hired on or after January 1, 2013 that are defined as "new members" under the PEPRA.

2. Contribution:

a. Tier 1: Effective July 6, 2013, all Tier 1 miscellaneous bargaining unit members will pay the full member contribution required by CalPERS.

b. Tier 2: Effective January 1, 2013, all Tier 2 miscellaneous bargaining unit members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA.

c. All POA miscellaneous members shall pay an additional 3% to CalPERS in accordance with Government Code Section 20516 (Employees Sharing Additional Cost).

3. Survivor Benefits:

Association members are enrolled in the 1959 Survivor Benefits Level Four in accordance with the PERS contract. Employee contribution is $2.00 per month per employee.

C. PARS Supplemental Retirement Plan (Civilian Miscellaneous Personnel):

1. Plan:

The City will provide the PARS .5% at 55 supplemental retirement plan with credit for prior CalPERS and City service for all non-sworn miscellaneous members hired prior to January 1, 2011.

2. Eligibility:

Employees must have three years of City service and have been hired prior to January 1, 2011 to be eligible. The plan became effective on July 1, 2002.

3. Contribution:

The City will make the employee's contribution.

D. Deferred Compensation:

The City will pay a total of twenty five dollars ($25) bi-monthly (24xs per year) to the ICMA deferred compensation program for each employee represented by POA who makes a matching contribution.

E. Medical, Dental, and Vision Insurance:

Eligible bargaining unit employees will be provided with medical, dental, and vision insurance as specified in this section. Benefits to eligible family members will be made available under the health insurance plan.

1. Contributions:

The City's contributions for medical, dental, and vision coverage shall be as follows:

a. Medical Plan contributions:

i. MCSIG PPO $40 (70/30 Plan).
The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.

ii. MCISG PPO $25 (80/20 Plan).

SPOA Members electing to participate in the MCSIG PPO $25 (80/20 Plan) will pay the difference between the City's contribution for the PPO $40 Plan and the PPO $25 Plan premium.

iii. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.

New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO $40 plan and the PACE Plan premium.

iv. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.

The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

b. The City will split the cost of any increase or decrease in dental and vision premiums with the employee on a 50/50 basis.

3. Retiree Medical:

a. The City shall pay the employees (not dependents) cost of medical insurance for retirees represented by POA who were hired prior to January 1, 2011. The City shall pay until retiree reaches age 65 or becomes eligible for Medicare, whichever comes first.

b. POA disabled employees retiring must have ten (10) years of continuous service, but do not need to be 50 years of age to receive this benefit.

c. Personnel must have ten years of continuous service, have been hired prior to January 1, 2011, and be 50 years of age to receive this benefit. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.

d. Employee may cover spouse by paying the monthly premium.

e. In the event that coverage is not available under the City's plan, and where an eligible employee elects to continue health coverage under COBRA, the City shall contribute to that COBRA payment an amount not to exceed the monthly premium for the City's health insurance plan for the period of time of COBRA eligibility or up to age 65, whichever is less.

*4. **Medical Plan Benefits Committee:***

During the term of this agreement, the City will coordinate a City-wide Benefits Committee to review/research potential medical plan benefits options subject to reaching mutual agreement and participation from all bargaining units.

F. Life Insurance:

*1. **Sworn Employees:***

The City will provide term life insurance for sworn bargaining unit employees in the amount of $50,000.

*2. **Civilian Employees:***

The City will provide term life insurance for civilian bargaining unit employees in the amount of $50,000.

G. Long-Term Disability:

The City and the employee shall share the cost of a long-term disability program for the employee represented by Police Association.

H. IRS Section 125 Plan:

The City will provide an Internal Revenue Code Section 125 Plan for medical care and dependent care expense reimbursement for all employees in the bargaining unit, up to the IRS maximum.

I. Uniform Allowance:

*1. **Sworn Personnel:***

a. Newly hired sworn members of the police department will be provided with uniforms and shall receive $6.92 per pay period

uniform maintenance allowance for the first year of employment. Newly hired sworn personnel will not be required to purchase a Class A jacket until successful completion of probation.

b. All sworn police personnel except for those in their first year of employment will receive a uniform allowance of $37.38 per pay period.

2. Civilian Personnel (Non-sworn):

a. Newly hired civilian members of the police department will be provided with uniforms and shall receive $6.92 per pay period uniform maintenance allowance for the first year of employment.

b. Civilian personnel required to wear uniforms will receive a uniform allowance of $36 per pay period after the first year of service.

J. Mileage Reimbursement:

With the approval of the Department Head, the City shall reimburse employees required to use their personal vehicles for the purpose of conducting City business for mileage based on the Standard Internal Revenue Service mileage rate.

K. Wellness Program:

1. Health Club Membership:

The City will pay up to $45 per month towards an employee membership at a health club upon submission of receipt of contract to the Finance Division. To be eligible for reimbursement, requests for reimbursement must be received by Finance no later than 90 days from the date of service.

L. Annual Medical Physical:

Physical examinations for sworn personnel will be every two years.

SECTION 4: LEAVE PROVISIONS

A. Vacations

1. Accrual:

All regular employees shall earn vacation as follows:

a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of six and two thirds (6 2/3) hours per month or ten (10) days per year for POA.

b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of ten (10) hours per month or fifteen (15) days per year for POA.

c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of eleven and one third (11 1/3) hours per month or seventeen (17) days per year for POA.

d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years, vacation will be earned at the rate of thirteen and one third (13 1/3) hours per month or twenty (20) days per year for POA.

e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth year, vacation will be earned at the rate of fourteen (14) hours per month or twenty-one (21) days per year.

2. ***Vacation During Initial Probation:***

Use of vacation time by an employee shall be conditional upon the completion of six (6) months continuous services with the City, but if for any reason prior to the completion of six months service with the City, such employee's employment is terminated, he/she shall be credited with and paid for vacation time.

3. ***Vacation and Holidays:***

For regular employees, if a holiday falls within a scheduled vacation period, on a day that the employee would normally work, that day shall not be counted a vacation day.

4. ***Vacation Upon Termination:***

Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current salary rate for such vacation time on the effective date of such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.

a. Calculation of Hourly Pay for Payout: For employees working five (5) day or modified schedule, the method for computing hourly pay for accumulated vacation time shall be as follows:

i. Hourly rate equals monthly salary multiplied by twelve (12) months and divided by 52 weeks times 40 hours.

5. ***Maximum Accumulation:***

Employees represented by the POA, will be allowed to have no more than two years' earned vacation accumulated as of the end of the second pay period in January of any year. Payout for leave in excess of maximum will occur on the 1st pay period of March. It shall be management's right and responsibility to see that the employee does not exceed the maximum.

6. ***Sell Back Option:***

Sworn and civilian employees may sell back compensatory time or vacation time not used up to a maximum of 80 hours per year with management approval. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to eighty (80) hours of accrued vacation or compensatory time (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation and / or compensatory time balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

7. ***Compensation in Lieu of Time Off:***

The City Manager may, in instances where the needs of the City require, authorize compensation in lieu of time off for accrued vacation.

8. ***Accumulation during OJI Leave:***

An employee being paid because of an injury on-the-job will accumulate vacation time and sick leave.

9. ***No Interruption of Accumulation:***

No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.

B. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability

1. ***Accrual:***

Each full-time employee in POA, shall earn eight (8) hours of sick leave with pay for each calendar month or major fraction thereof served.

2. ***Use of Leave:***

Sick leave with pay will be granted only upon the approval of the Department Head in case of bonafide illness of an employee, including the diagnosis, care, or treatment of an existing health condition of, or preventive care. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. Evidence may be required in the form of a physician's certificate or otherwise to verify an employee's absence during the time for which sick leave is requested.

Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking, to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking with appropriate certification of the need for such services.

3. ***Sick Leave Upon Rehire***

If an employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law.

4. ***Illness/Injury During Vacation:***

When an illness or injury requiring doctors treatment, and/or hospitalization occurs during an employee's vacation or approved leave of absence with pay, and the injury or illness is of a nature that would prohibit the employee from performing his/her duties, the employee shall submit a memorandum giving full and complete information as well as a doctor's verification to their respective department head for a determination that such time off will be charged to sick time rather than to vacation time.

5. ***Family Sick Leave:***

Sick leave may be used for the illness or injury of an employee's family member. A family member shall be defined as parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), spouse or domestic partner, grandparent, grandchild, and sibling.

6. ***Bereavement Leave:***

Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Immediate family is defined

as a parent, child, spouse or domestic partner, brother, sister, grandparents, father-in-law, and mother-in-law of the employee (and includes step and foster parents and children). Employee may use sick leave to extend bereavement leave to a total of one week. For those working a traditional 5/8 schedule, this would be 16 hours of sick leave. For those working a 4/10 plan, this would be 10 hours of sick leave.

C. On-The-Job Injury Leave:

1. ***Sworn Personnel:***

   Employees covered under the Section 4850 of the California Labor Code shall become entitled to on-the-job injury leave in accordance with its provisions.

2. ***Civilian Personnel (Non-Sworn):***

   Whenever a Civilian employee is disabled by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled to a leave of absence without loss of salary for a period not to exceed three (3) months in any five (5) year period. The employee will draw full salary under OJI leave, and the City will take credit for any temporary disability payments.

3. ***Leave Accrual:***

   An employee on leave of absence under this Section will continue to accumulate sick leave and vacation leave.

4. ***Temporary Disability:***

   An employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.

5. ***Use of Accumulated Leaves:***

   Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

6. ***Therapy for On-The-Job Injury:***

   Employees assigned to a day shift will continue to undergo therapy for on-the-job injuries on city time. Employees assigned to other shifts who undergo therapy for on-the-job injury on their own time will receive compensatory time or time off on an hour-for-hour basis.

D. Holidays

1. ***Regular Holidays:***

   All employees shall be entitled to the following holidays:

- First day of January (New Year's Day)

- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President's Day)
- Thirty-first day of March (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)
- Nineteenth day of September (Juneteenth)
- Eleventh day of November (Veteran's Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day
- Working day immediately preceding Christmas Day (Christmas Eve)
- Twenty-fifth day of December (Christmas Day)

2. ***Holiday Calculation:***

   Holidays shall be calculated on an eight (8) hour workday regardless of the employee's work schedule.

3. ***Memorials:***

   Upon Council approval, every day appointed by the Governor of the State, the President of the United States, or the City Council as a memorial, public fast, thanksgiving, or holiday.

4. ***Holidays on Sunday***

   When a holiday falls on a Sunday, the following Monday shall be recognized as that holiday.

5. ***Holidays on Saturday:***

   When a holiday falls on a Saturday, the preceding Friday shall be recognized as that holiday.

6. ***Holidays and Scheduled Days Off:***

   It is further agreed that when a scheduled day off falls on a Friday that is a City recognized holiday, the employee will be given the preceding Thursday off; and, when the employee's scheduled day off falls on a Monday that is a City recognized holiday, the employee will be given the following Tuesday off. No other compensation will be granted.

E. Jury Duty and Subpoenas:

1. ***Jury Duty:***

   The City will grant an employee leave with pay for jury duty. Any checks received form the courts must be submitted to Finance. Travel pay which is included in the check, will be returned to the employee. This rule is also applicable to those employees serving on the Grand Jury.

2. ***Subpoenas:***

When an employee represented by the Police Officers Association is summoned for jury duty or subpoenaed (for non-city, non-personal) witness duty, and must perform such duty during a regularly assigned city work shift, that employee will be granted court leave of absence with pay for all periods of time absent from a regularly assigned city work shift for the performance of such duty.

SECTION 5: WORKING CONDITIONS

A. Educational Incentive Program:

All association members shall be eligible for the City's Educational Incentive Programs.

1. ***Tuition Reimbursement:***

a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Department Head. Classes will be approved for reimbursement so long as they are determined to be job related, or required as a part of a degree program. Disputes regarding course approval will be submitted to the Human Resources Director.

b. Any employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time. The City will encourage enrollment through a tuition and reimbursement plan with a maximum of $500 per fiscal year for classes taken at a community college and $3,000 for classes taken at a four-year college or university towards a bachelors, masters, or graduate degree.

c. After completing the course with a grade of "C" or better ("Pass" or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the employee's department head indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Director. This information shall be submitted on forms provided by the Human Resources Department.

d. Employees may take courses from public or private schools, colleges, or universities which are accredited under the auspices of the Council on Post Secondary Education, when such courses are undertaken for the purpose of improving their efficiency, knowledge, or competency in the performance of their duties.

2. ***Educational Incentive Pay:***

a. POST Intermediate Certificate or AS/AA Degree - 3%

b. POST Advanced Certificate or BS/BA Degree - 5%

c. POST Supervisory Certificate or MA/MS Degree from - 7%

d. Educational incentive pays are not cumulative (stackable). The maximum salary increment attainable under this program is 7%.

e. An employee must pass probation before receiving this benefit with the exception of lateral transfers who may apply upon employment.

3. ***Re-certification Training***

With regard to sworn Police personnel, the Chief of Police will designate an official to be responsible for scheduling classes adequate for re-certification training. The official designated will insure that there are sufficient classes scheduled each year to afford all police including shift work and court appearances.

B. Service Awards:

The service award program shall include service awards presented to employees after every five (5) years of full-time service with the City. If desired by the employee, recipients of service awards will be recognized by the City Council. Upon service retirement, a plaque will be awarded.

C. Employee Incentive Pay:

a. All employees shall be eligible for Employee Incentive Pay for cost saving suggestions. Employees wishing to apply for incentive pay will submit their suggestion to the Employee Task Force for review. The Task Force will coordinate with the appropriate City departments/divisions to determine the acceptability of the cost-saving suggestion and establish remuneration.

b. A cost saving suggestion resulting in a one time saving would be evaluated for a one-time bonus. This bonus may range from $5.00, up to and not to exceed $25.00. A cost saving suggestion resulting in an annual saving of a substantial amount of money would be evaluated for an annual bonus of $100.00.

D. Work Schedule:

1. ***Patrol:***

All police patrol positions will work a 4/10-3/12 hybrid schedule.

a. The assignment of shifts is subject to management direction and shall be based upon seniority except the City may change the selection based upon City demonstrated need.

b. The assignment of shift start and ending times are subject to management direction and once established may be changed to meet City needs.

c. Patrol employees working the 3/12 schedule shall work three 12-hour shifts. Each week employees will bank 4 hours that must be used in a department approved manner. Department approved alternatives include but are not limited to: training; use of accumulated time off or furlough time; report writing or other station duties; or pre-designated or other duties as assigned. It is the employee's responsibility to ensure this bank is utilized in a department approved manner. Unless an approved leave request form for use of vacation or comp time has been submitted prior to the end of the pay period, any time owed the City at the end of the pay period shall be unpaid furlough time.

2. ***Community Services and Investigations:***

Sworn non-management or supervisory employees assigned to the Community Services and Investigations Divisions will work a 4/10 schedule.

3. ***Administration:***

The Administrative Corporal will work a 4/10 schedule.

4. ***Shift Assignments:***

Seniority system will be used for shift assignments. Notwithstanding the seniority system for shift assignments, the Chief has the right to change the shift of any employee to meet departmental needs. Such decisions shall be within the sole discretion of the Chief.

SECTION 6: MISCELLANEOUS

A. City's Right To Discovery:

All discoveries, inventions, improvements, formulas, ideas, devices, writings or other intellectual property, whether or not subject to patent or copyright laws, which employees shall conceive solely or jointly with others, in the course or scope of his/her employment, or with the City's materials or facilities, shall be the sole and exclusive property of the City without further compensation.

B. Savings Clause:

It is mutually agreed by the parties to this agreement that the above represents the full and complete understanding which has been reached after numerous discussions held in conformance with the Meyers-Milias-Brown Act. All other proposals, counteroffers, or other matters discussed during the meet and confer process are deemed to be rejected by both parties. Should circumstances call for a change the City shall give notice of such proposed change to the Association and the items shall be subject to meet and confer process if so required by law.

If any section or subsection of the Memorandum of Understanding should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other sections and subsections of this memorandum shall remain in full force and effect for the duration of this memorandum.

Craig Malin, City Manager City of Seaside	Date
Roberta Greathouse, HR Dir. / Risk Mgr City of Seaside	Date
Alex Sakhrani, President Seaside Police Officers' Assoc.	Date
Michael Pugh, Labor Consultant, Mastagni Holstedt, A.P.C.	6-18-2021 Date

Memorandum of Understanding
Between the City of Seaside
And
The Seaside City Employees' Association

July 1, 2021 – June 30, 2022

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SEASIDE AND THE SEASIDE CITY EMPLOYEES' ASSOCIATION

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MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY MANAGER OF THE CITY OF SEASIDE AND THE SEASIDE CITY EMPLOYEES ASSOCIATION
July 1, 2021 – June 30, 2022

We, the undersigned, duly appointed representatives of the City of Seaside and of the Seaside City Employees Association, a recognized employee organization, hereinafter referred to as "City" and "Union" represented by Laborers International Union of North America, Local 792, AFL-CIO, having met and conferred in good faith in accordance with the Meyers-Milias-Brown Act, (government Code Section 3500 et. seq.) do hereby jointly prepare and execute the following written Memorandum of Understanding. It is understood that the provisions herein set forth supersede previous Memoranda of Understanding between the City and Union, and apply to the City of Seaside non-management miscellaneous employees designated to be represented by the Union.

SECTION 1: TERM

The provisions of the Memorandum of Understanding shall become effective July 1, 2021, and shall remain in effect for a period, terminating on June 30, 2022.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. Salary Adjustments:

Effective July 10, 2021, the salary schedule for bargaining members shall be increased by 2%.

2. Longevity Pay:

Effective July 10, 2021, the following longevity pay program will be in effect:

a. Bargaining unit members with five or more years of service shall receive longevity pay in the amount of 2.5% of the member's Base Salary Rate.
b. Bargaining unit members with ten or more years of service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 5%).
c. Bargaining unit members with fifteen or more years of service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 7.5%).

B. Overtime

1. Pre-Approval:

Requests for overtime that can be scheduled should be pre-approved by the Department Head or designee. Overtime not possible to schedule in advance

and necessary for public safety and welfare shall be worked at Department Head discretion, subject to City Manager review.

2. ***Minimum Overtime Guarantee:***

When an employee is called back to work on an emergency basis, the employee shall be paid two (2) hours or actual hours worked on the call back, whichever is greater, at time-and-a-half the City's premium rate (hourly base pay rate plus incentives).

When an employee is called back to work on an emergency basis on any City holiday, the employee shall be paid four (4) hours or actual hours worked, whichever is greater, on the call-back at time-and-a-half the City's premium rate.

Special Events: When an employee is scheduled to work a special event outside their regular working hours, they shall be paid two (2) hours or actual hours worked at the special event, whichever is greater, at time-and-a-half the City's premium rate.

3. ***Overtime Calculation:***

Hours actually worked in excess of 40 per week shall be paid at time-and-a-half the City's premium rate, which will be no less than the regular rate of pay as that term is defined in the Fair Labor Standards Act (FLSA). Hours worked in excess of an employee's shift that are not FLSA overtime hours shall be paid at one times the premium rate. All employee overtime shall be earned in increments of one-quarter (1/4) hour.

4. ***FLSA Work Period / Work Week***

For employees on 5/8 or 4/10 work schedules, the work period for FLSA overtime purposes begins on Saturday at 12:00 am and ends on Friday at 11:59 pm and regularly recurs. For employees on 9/80 work schedules, the work period for FLSA overtime purposes begins four hours into each employee's alternating eight hour shift.

5. ***Maximum Compensatory Leave Balance:***

Compensatory time off may be granted instead of overtime pay only where requested by the employee and approved by the Department Head. Personnel represented by SCEA may accrue up to a maximum of 100 hours of compensatory time in lieu of overtime. An employee may utilize compensatory time off if the employee's request is made reasonably in advance of the date(s) requested and approved by the Department Head or designee unless the requested time off would unduly disrupt the operations of the Department.

6. ***Holiday Calculation:***

For the purpose of overtime calculations during the workweek in which holidays **other than** Martin Luther King and Fourth of July fall, holiday time shall count as time worked.

7. Martin Luther King & July 4th Calculation:

For the purpose of overtime calculations during the workweek in which the Martin Luther King and Fourth of July Holidays fall, all time in paid status shall count towards time worked.

8. Festival of Patriots Parade:

Bargaining unit employees required to work the day of the Festival of Patriots Parade shall receive time and one half the City's premium rate for all hours worked. This premium pay is limited to time worked on this particular event and does not apply to any other regularly scheduled workdays.

C. Special Pay

1. Certification/License Incentive Pay:

a. Employees who obtain and maintain one of the following licenses or certificates, or others approved in writing by the City Manager, which enhances the employee's ability to do his or her job, shall receive premium pay in the amount of 5% of the employee's base salary. The premium pay is not stackable and shall not exceed 5% of the employee's base salary regardless of the number of certifications or licenses held.

   i. Class B Drivers' License
   ii. Collections System Certification
   iii. Backflow Testers Certification
   iv. Water Treatment Certification
   v. Water Distribution Certificate
   vi. Qualified Pesticide Applicator's Certification
   vii. State Certified Electrician
   viii. International Society of Arboriculture – ISA Certified Arborist
   ix. National Recreation and Park Association – Certified Playground Safety Inspector (CPSI)
   x. California State Fire Marshal - Fire Mechanic I

b. An employee is eligible for the certification/license pay only where the license or certification is issued by a State agency or approved accrediting organization following a program of instruction or training undertaken by the employee as determined and approved by the Department Head.

c. Employees are ineligible for certification/license pay for any certificate or license which the employee is required to maintain as a minimum job requirement as outlined in the job description for the classification.

2. Spanish Bilingual Pay Program

a. A 2 ½% premium above base pay will be granted to an employee who speaks the Spanish language in the course and scope of his or her job duties after successful completion of City provided testing and approval of the City Manager.

b. Upon recommendation of the department director, and approval of the City Manager, an employee required to read and write in Spanish in the course and scope of his or her job duties will be provided a 2 ½% premium above base pay after successful completion of City provided testing.

c. This program is subject to administrative direction and to City established procedures and formal testing. The City will use Language Testing International (LTI) or another suitable and appropriately certified testing organization.

d. Granting and removal of this premium is within the sole discretion of the City. Removal of this premium shall not be considered disciplinary action.

e. Unless recommended by the employee's department director, and approved by the City Manager, bilingual pay will be for Spanish only.

f. No employee shall be eligible for bilingual pay in excess of 5% above base pay.

3. Temporary Upgrade Pay:

a. Employees who are assigned to perform a majority of the duties of a position within a higher classification from that in which they are regularly employed shall receive the compensation specified for that position to which assigned, if performing the duties thereof for a period of fourteen (14) calendar days.

b. Said increased compensation should be at the lowest step of the higher classification which will accord such employee an increase of at least five (5) percent over his/her current regular compensation.

c. The assignment shall be confirmed in writing by the Manager.

d. Acceptance of an interim assignment to a higher position of thirty (30) or more days shall require mutual written assent of the City and employee.

4. On-Call/Standby Pay:

All employees assigned to be on call shall be paid 14 hours of base salary rate per week. If an employee is unable to complete their full week of on-call, the time shall be prorated on a daily basis.

D. Administration of Pay Plan:

1. Anniversary Date

a. The anniversary date for each employee is the date he/she is hired, reclassified, or promoted.

b. The anniversary date of any employee shall be adjusted, or changed, in the case of a leave of absence, by moving said anniversary date forward a time equal to the length of such leave of absence, except family care or medical leave, according to the Family Medical Leave Act or California Family Rights Act and military leaves of absence in accordance with the California Military and Veterans Code and Title 38, chapter 43, U.S. Code. Whenever any employee is absent from work without pay for any period exceeding thirty (30) continuous days, the anniversary date of said employee shall be adjusted by moving said anniversary date forward a time equal to the length of absence from work.

c. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth below.

2. Salary Ranges

The five (5) steps of each salary range shall be interpreted and applied as follows:

a. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.

b. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of six (6) months satisfactory service in the first step and upon written recommendation of the Department Head and approval by the City Manager.

c. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of the Department Head and approval by the City Manager.

d. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the third step and upon written recommendation of the Department Head and approval by the City Manager.

e. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the fourth step and upon the written recommendation of the Department Head and approval of the City Manager.

f. Notwithstanding the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to classification having a higher overlapping salary range, shall be adjusted:

   i. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. If the step in the new range is the first step, the employee shall remain in that step for six (6) months before becoming eligible for advancement to the second step.

   ii. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.

g. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward the employees shall have their existing salary adjusted to the same step in the new range.

h. In any case where, by reason of unusual circumstances, rigid adherence to the forgoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.

i. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time services, the rate of compensation provided for such positions shall be adjusted accordingly, except those employees indicated in this resolution as working part-time or on a retainer, in which case they shall draw the full salary indicated. If the present adjustments shall be made in the rates, the step plan shall apply to part-time salaried as well as full-time salaried employees.

j. Changes in pay rates shall be made on the first day on the pay period next following the date of eligibility and authorization.

SECTION 3: BENEFITS

A. Retirement:

1. CalPERS Classic Plan

a. Employees hired prior to January 1, 2013, will receive the CalPERS 2% @ 55 Miscellaneous Members retirement plan. The 2% @ 55 plan will also be provided to City employees hired on or after January 1, 2013 who are considered to be "classic" members under the California Public Employees' Pension Reform Act (PEPRA) as determined by CalPERS.

b. Employee Contribution: Employees enrolled in the 2% @ 55 plan shall pay the full employee member contribution required by CalPERS.

2. CalPERS PEPRA Plan

a. New employees hired on or after January 1, 2013 who are "new members" under the PEPRA as determined by CalPERS will be enrolled in the 2% @ 62 Miscellaneous Members retirement plan.

b. As required by PEPRA, employees enrolled in the PEPRA plan shall pay 50% of the "normal cost" of the retirement plan as determined annually by CalPERS.

3. CalPERS Survivor Benefits

a. The City provides for 1959 Survivors Benefit Level Four. The employee cost is $2 per month.

2. Laborer's International Union of North America National (Industrial) Pension Fund for Unit Employees hired on or before December 31, 2012

a. <u>All Bargaining Unit Employees hired on or before December 31, 2012:</u>

i. The City will continue to contribute to the Pension Fund on behalf of bargaining unit employees who were hired on or before December 31, 2012 as outlined herein. The City will not offer or contribute to the Pension Fund for any bargaining unit employee hired on or after January 1, 2013.

ii. The Pension Fund's Preferred Rehabilitation Schedule for contributions has been adopted by the City and SCEA. Such adoption was concurrently memorialized in writing between the City, SCEA and the Pension Fund.

iii. If the amount of employer contribution required by the Pension Fund increases after April 1, 2011, such increase shall be paid by the City *in lieu of* salary or wages of the bargaining unit employee and shall be encompassed within the authorized gross wage/salary reductions set forth in subparagraphs a.iii. and b.ii. below.

b. **Employees hired prior to July 1, 2010:**

i. For all bargaining unit employees hired by the City prior to July 1, 2010, the City will pay, in addition to the employees' wages, the sum of $1.00 per credited hour per employee with a cap of $40.00 per work week. The contribution per credited hour means every hour an employee is credited with service under the Pension Fund up to 40 hours per work week.

ii. The City will also pay, on behalf of bargaining unit employees hired prior to July 1, 2010, the sum of $.65 per credited hour per employee with a cap of $26.00 per work week *in lieu of* salary or wages of the employee effective April 1, 2011.

iii. Bargaining unit employees hired prior to July 1, 2010 will be subject to a gross wage/salary reduction of $.65 per credited hour, up to $26.00 per work week, in order that the additional contribution of $.65 per credited hour in lieu of salary or wages will be recognized. Such reduction is expressly authorized herein pursuant to Labor Code section 224.

c. **Employees hired between July 1, 2010 and December 31, 2012:**

i. For all bargaining unit employees hired by the City on or after July 1, 2010 and before January 1, 2013, the City will contribute the minimum employer contribution amount required by the Pension Fund per credited hour per employee up to 40 hours per work week *in lieu of* salary or wages of equal amount. As of April 1, 2011, such amount is $1.65 per credited hour, per employee up to $66.00 per work week *in lieu of* salary or wages. The contribution per credited hour means every hour an employee is credited with service under the Pension Fund up to 40 hours per work week.

ii. Bargaining unit employees hired on or after July 1, 2010 and before January 1, 2013, will be subject to a gross wage/salary reduction of the minimum employer contribution required under the Pension Fund ($1.65 per credited hour, per employee up to $66.00 per work week as of April 1, 2011), in order that the contributions in lieu of salary or wages will be recognized. Such reduction is expressly authorized herein pursuant to Labor Code section 224.

4. Deferred Compensation:

The City will pay up to fifty dollars ($50) per month to the ICMA deferred compensation program for each employee who makes a matching contribution. Beginning October 5, 2019, the City will pay up to one hundred dollars ($100) per month to the ICMA program for each employee who makes a matching contribution.

For calendar year 2020, in order to off-set increases to the City's medical plan premiums, members may use up to $50 of the deferred compensation match toward health insurance premium increases in-lieu of deferred compensation matching. No cash will be returned and the employee must elect to use the $50 toward medical or deferred compensation – not both.

B. Medical, Dental, and Vision Insurance:

Eligible bargaining unit employees will be provided with medical, dental, and vision insurance as specified in this section. Benefits to eligible family members will be made available under the health insurance plan. The City's contribution will be made only when an employee is in a paid leave status or on an approved protected leave (such as FMLA/CFRA).

1. Contributions

The City's contributions for medical, dental, and vision coverage shall be as follows:

a. MCSIG PPO $40 (70/30 Plan).
The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.

b. MCSIG PPO $25 (80/20 Plan).
SCEA Members electing to participate in the MCSIG PPO $25 (80/20 Plan) will pay the difference between the City's contribution for the PPO $40 Plan and the PPO $25 Plan premium.

c. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.

New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO $40 plan and the PACE Plan premium.

d. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.

The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

e. Kaiser High and Mid Plan.

SCEA Members electing to participate in a Kaiser Plan will pay the difference between the City's contribution for the PPO $40 Plan and the Kaiser plan premiums. In the event the Kaiser plan premium is lower than the MCSIG PPO $40 plan, no cash-in-lieu will be provided.

f. The City will split the cost of any increase or decrease in dental and vision premiums with the employee on a 50/50 basis.

2. Retiree Medical:

a. Eligibility: Only bargaining unit members hired on or before June 30, 2010 are eligible for City-paid retiree medical insurance.

b. Notwithstanding the requirements of the City's Health and Welfare Plan to be eligible for retiree medical coverage, and subject to available coverage under the City's plan, the City shall pay the employee's (not dependents) cost of medical insurance in an amount not to exceed the monthly premium for the City's insurance plan for retirees who retire on regular service or disability retirement for employees represented by SCEA until age 65.

c. Employee may cover spouse by paying the monthly premium.

d. In the event that coverage is not available under the City's plan, and where an eligible employee elects to continue health coverage under COBRA, the City shall contribute to that COBRA payment an amount not to exceed the monthly premium for the City's health insurance plan for the period of time of COBRA eligibility or up to age 65, whichever is less.

e. Employees must have ten years of continuous service with the City, have been hired on or before June 30, 2010, and be at least 50 years of age to receive this benefit.

f. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.

3. Medical Plan Benefits Committee:

During the term of this agreement, the City will coordinate a City-wide Benefits Committee to review/research potential medical plan benefits options subject to reaching mutual agreement and participation from all bargaining units.

C. Life Insurance:

The City will provide term life insurance for all bargaining unit employees in the amount of $50,000.

D. Short-Term Disability:

The City agrees to help facilitate the Association's enrollment in California State Disability Insurance (CASDI), or an alternate STD Plan, should the Association express an interest in doing so. Member's electing to participate in an STD plan will be responsible for 100% of the premium.

E. Long-Term Disability:

The City and the employee shall share equally the cost of a long-term disability program.

F. IRS Section 125 Plan:

The City shall provide an Internal Revenue Code Section 125 Plan for medical care and dependent care expense reimbursement. The annual maximum is set by the IRS.

G. Uniform Allowance:

a. Code Enforcement Officers required to wear uniforms will receive a uniform allowance of $63 per month. The City will not provide uniform replacement and/or maintenance.

b. The City will provide uniforms for all bargaining unit employees assigned to the Maintenance and Utilities Division who are required to wear a uniform. Effective July 1, 2015, the parties agree that the value of the uniforms provided shall be considered to be $50.00 per month.

H. Safety Equipment:

1. Safety Boot Allowance:

The City will pay up to a maximum of $250 per employee per fiscal year for safety shoes or resoling of existing safety shoes for all members required to wear safety toe shoes. This allowance shall only be used to purchase new safety shoes or resole existing shoes. Bargaining unit members can purchase boots using the City's account at Redwing Shoes in Monterey, or they can purchase boots at any vendor they choose and submit a receipt to their supervisor for reimbursement.

2. Safety Glasses:

On an annual basis and upon submission of a written request and recent prescription, Maintenance & Utilities Division employees required to wear safety glasses may request prescription safety glasses. The Maintenance & Utilities Superintendent will order the safety glasses. The cost will not exceed $250.

I. Mileage Reimbursement:

With the approval of the Department Head, the City shall reimburse employees required to use their personal vehicles for the purpose of conducting City business at a rate based upon IRS mileage rates.

J. Wellness Program:

1. Health Club Membership:

The City will pay up to $45 per month towards an employee membership at a health club upon submission of receipt of contract to the Finance Department. Dues will be processed by payroll deduction if administratively feasible. To be eligible for reimbursement, requests for reimbursement must be received by Finance no later than 90 days from the date of service.

2. City Swimming Pool:

Association employees and their families will have use of City swimming pool at no cost to the employee. Employees may have resident's fee and early-bird sign up for swim classes.

3. No Smoking Agreement:

In the spirit of employee health and wellness, the parties agree to a no smoking policy. The City of Seaside will strive to hire non-smokers and vigorously encourage current employees who smoke to quit.

K. City Shirts:

The City shall provide all bargaining unit employees who do not already receive City shirts or uniforms with two "City of Seaside" polo style shirts and two button down shirts upon request. This shall occur one time and additional shirts will only be provided at the discretion of the Department Head. These shirts are not uniforms and are not required to be worn.

SECTION 4: LEAVE PROVISIONS

In order to be eligible to earn leave or paid time off under this section, an employee must be in a paid leave status for the majority of the pay period.

A. Vacations

1. Accrual:

All regular employees shall earn vacation as follows:

a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of six and two thirds (6 2/3) hours per month of ten (10) days per year.

b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of ten (10) hours per month or fifteen (15) days per year.

c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of eleven and one third (11 1/3) hours per month or seventeen (17) days per year.

d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of employment, vacation will be earned at the rate of thirteen and one third (13 1/3) hours per month or twenty (20) days per year.

e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years of employment, vacation will be earned at the rate of fourteen (14) hours per month or twenty-one (21) days per year. During the twenty-fifth year and thereafter vacation will be earned at the rate of 14.667 hours per month or twenty-two (22) days per year.

2. Vacation During Initial Probation:

Use of vacation time by an employee shall be conditional upon the completion of six (6) months continuous service with the City, but if for any reason prior to the completion of six months service with the City, such employee's employment is terminated, he/she shall be credited with and paid for vacation time.

3. Minimum Leave Event:

Vacation shall not be used in increments of less than one-quarter (1/4) hour.

4. Vacation and Holidays:

For regular employees, if a holiday falls within a scheduled vacation period, on a day that the employee would normally work, that day shall not be counted a vacation day.

5. Vacation Upon Termination:

Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current base salary rate for such vacation time on the effective date of such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.

a. Calculation of Base Salary Rate for Payout: For employees working a five (5) day or modified schedule, the method for computing the base salary rate for accumulated vacation time shall be as follows:

i. Base salary rate equals monthly salary multiplied by twelve (12) months divided by 52 weeks multiplied by 40 hours.

6. Maximum Accumulation:

Employees represented by SCEA, will be allowed to have no more than two years earned vacation accumulated as of the end of the 2nd pay period of January of any year. Payout for leave in excess of maximum will occur on the 1st pay period of March. It shall be management's right and responsibility to see that the employee does not exceed the maximum.

7. Vacation Cash-Out:

The City will allow association members to cash out 40 hours of accumulated vacation time as set forth in this section. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base salary rate. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

8. Compensation in Lieu of Time Off:

The City Manager may, in instances where the needs of the City require, authorize compensation in lieu of time off for accrued vacation.

9. Accumulation during OJI Leave:

An employee being paid because of an injury on-the-job will accumulate vacation time and sick leave.

10. No Interruption of Accumulation:

No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.

B. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability

1. Accrual:

Each full-time employee in SCEA, shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served.

2. ***Employee Illness or Injury:***

Sick leave with pay will be granted only upon the approval of the Department Head in case of bonafide illness of an employee, including the diagnosis, care, or treatment of an existing health condition of, or preventive care. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable.

After the first three days of sick leave per fiscal year, evidence may be required in the form of a physician's certificate or otherwise to verify an employee's absence during the time for which sick leave is requested. All employees requesting sick leave for more than three consecutive days and for the sixth day of sick leave in a fiscal year will be required to submit a physician's certification upon their return to work.

Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking, to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking with appropriate certification of the need for such services.

Any employee taking leave that qualifies under the City's Family Care and Medical Leave/California Family Rights Act Policy will complete and submit all required forms.

3. ***Sick Leave Upon Rehire***

If an employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law.

4. ***Minimum Leave Event:***

Sick leave shall not be used in increments of less than one-quarter (1/4) hour.

5. ***Illness/Injury During Vacation:***

When an illness or injury requiring doctors treatment, and/or hospitalization occurs during an employee's vacation or approved leave of absence with pay, and the injury or illness is a nature that would prohibit the employee from performing his/her duties, the employee shall submit a memorandum giving full and complete information as well as a doctor's verification to their respective department head for a determination that such time off will be charged to sick time rather than to vacation time.

6. ***Family Sick Leave:***

Employees may use sick leave for any leave covered by the Family Care and Medical Leave Act or the California Family Rights Act, including covered absences to care for a family member. For absences not covered by the Family and Medical Leave Act or the California Family Rights Act, employees shall be allowed up to six months' accrual of sick leave (six days or 50% of the annual accrual) to attend to an illness of a child, parent, spouse, or domestic partner

of the employee in accordance with the California Labor Code section 233 regarding kin care.

Sick leave may be used for the illness or injury of an employee's family member. A family member shall be defined as parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), spouse or domestic partner, grandparent, grandchild, and sibling.

7. Bereavement Leave:

Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Immediate family is defined as a parent, child, spouse or domestic partner, brother, sister, grandparents, father-in-law, and mother-in-law of the employee. Employees may use an additional 16 hours of sick leave to extend said leave.

8. Personal Leave:

During the month of November each year, bargaining unit members hired before March 3, 2017, shall have the option to transfer a maximum of forty-eight (48) hours of accumulated sick time to personal leave. A minimum sick leave balance of 120 hours must be maintained in order to be eligible to convert sick leave to personal leave. For example, an employee who has 150 hours of sick leave on the books at the time of the election will be eligible to convert up to 30 hours of sick leave to personal leave. Accumulated personal leave shall not be greater than forty-eight (48) hours at the end of any calendar year. Sick leave converted to personal leave under this section has no cash value. Any leave accumulated beyond 48 hours must be used within the calendar year that the conversion occurred or it will be forfeited. Bargaining unit members hired on or after March 3, 2017, are not eligible for Personal Leave.

C. On-The-Job Injury Leave:

1. Leave of Absence:

Whenever an employee who is represented by Seaside City Employees Association is disabled by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled to a leave of absence without loss of salary for a period not to exceed three (3) months in any five (5) year period.

2. Leave Accrual:

An employee on leave of absence under this Section will continue to accumulate sick leave and vacation leave.

3. *Temporary Disability Benefits:*

The employee shall draw full salary under OJI leave, and the City will take credit for any temporary disability payments. Once OJI leave is exhausted, an employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.

4. *Use of Accumulated Leaves:*

Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

D. Holidays

1. *Regular Holidays:*

Employees shall be entitled to the following holidays:

- First day of January (New Year's Day)
- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President's Day)
- Thirty-first day of March (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)
- Nineteenth day of September (Juneteenth)
- Eleventh day of November (Veteran's Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day
- Working day immediately preceding Christmas Day (Christmas Eve)
- Twenty-fifth day of December (Christmas Day)

2. *Holiday Calculation:*

Holidays shall be calculated on an eight (8) hour workday.

3. *Memorials:*

Upon Council approval, every day appointed by the Governor of the State, the President of the United States, or the City Council as a memorial, public fast, thanksgiving, or holiday.

4. *Holidays on Sunday*

When a holiday falls on a Sunday, the following Monday shall be recognized as that holiday.

5. *Holidays on Saturday:*

When a holiday falls on a Saturday, the preceding Friday shall be recognized as that holiday.

6. *Floating Holidays:*

Each calendar year, bargaining unit members shall receive two floating holidays (16 hours). Floating holiday time has no cash value and must be used before December 31st each year or it is forfeited.

a. Initial Accrual: For newly hired employees, the initial floating holiday accrual shall be prorated in accordance with the following schedule:

i. Hired January 1 – March 31:	16 hours
ii. Hired April 1 – June 30:	12 hours
iii. Hired July 1 – September 30:	8 hours
iv. Hired October 1 – December 31:	0 hours

E. Jury and Election Duty:

1. Jury Duty:

The City will grant an employee leave with pay for jury duty. Any checks received from the courts must be submitted to Finance. Travel pay which is included in the check, will be returned to the employee. This rule is also applicable to those employees serving on the Grand Jury.

2. Election Duty:

The City will provide election duty leave for sworn election workers providing the supervisor authorizes the leave request and the employee remits any election duty pay

SECTION 5: WORKING CONDITIONS

A. Continuing Education and Professional Growth:

All association members shall be eligible for the City's Educational Incentive Programs.

1. Tuition Reimbursement:

a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Department Head. Classes will be approved for reimbursement so long as they are determined to be job related, or required as a part of a degree program. Disputes regarding course approval will be submitted to the Human Resources Director.

b. The City will encourage enrollment through a tuition and book reimbursement with a maximum of $500 per fiscal year for Certificate Program and AA plan and $3,000 per fiscal year for BA and MA plan. Qualifying certificate programs include professional certifications and licenses so long as attendance is pre-approved by the Department Director or her/his designee.

c. After completing the course with a grade of "C" or better ("Pass" or attainment of a license or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the employee's department head indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Director.

This information shall be submitted on forms provided by the Human Resources Office.

2. Educational Incentive Pay:

a. Completion of an accredited educational certificate program, other than those certificate or license programs set forth in Section 2.C. above (Special Pay), or 30 units toward an approved degree program – 1.5% above base pay.

b. Completion of AA/AS degree – 3% above base pay.

c. Completion of BA/BS degree – 4.5% above base pay.

d. Completion of MA/MS degree – 6% above base pay.

e. Educational incentive pays are not cumulative (stackable). The maximum salary increment attainable under this program is 6%.

f. All employees enrolled in an Educational Incentive Program Plan as of the date of this agreement shall be able to continue under the terms of the approved program.

g. Education acquired prior to appointment as an employee of the City of Seaside does not qualify under this program unless the employee submits verification that the college or university has accepted prior education as part of the Educational Incentive Pay Plan for a Certificate Program or degree requirements.

h. An employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time.

3. Requalification

Requalification of two units over a four-year period will be established to maintain the policy of "Continuing Education and Professional Growth."

B. Service Awards:

A committee, made up of members of the various bargaining units, shall be formed to select a new service award program. At a minimum, the program shall include service awards presented to employees after every 5 years of full-time service with the City. Recipients of service awards will be recognized by the City Council.

C. Employee Incentive Pay:

a. All employees shall be eligible for Employee Incentive Pay for cost saving suggestions. Employees wishing to apply for incentive pay will submit their suggestion to the Employee Task Force for review. The Task Force will coordinate with the appropriate City

departments/divisions to determine the acceptability of the cost-saving suggestion and establish remuneration.

b. A cost saving suggestion resulting in a one-time saving would be evaluated for a one-time bonus. This bonus may range from $5.00, up to and not to exceed $25.00. A cost saving suggestion resulting in an annual saving of a substantial amount of money would be evaluated for an annual bonus of $100.00.

D. Work Schedule:

Bargaining unit members shall work a 40 hour work week. The work schedule shall be defined by the Department Head. Consistent with City past practice Department Heads shall consider alternative work schedule requests and approve where such alternative schedules meet the best interests of the City. Alternative work schedules can include 4/10 work schedules or 9/80 work schedules. The Department Head has the sole discretion to decide whether to approve or deny such alternative schedules.

E. Notice of Layoff:

The City and the SCEA agree to provide 60 days' notice of "Intent to Layoff" to the employee and SCEA.

F. SCEA Meetings:

Members of the SCEA who attend the association meetings will be given a one-hour lunch break.

G. Union Membership Communication:

1. New Employee Orientation

This shall apply to employees hired after the date of this Agreement who are appointed to a classification within the bargaining unit for which the Union is recognized as the exclusively recognized employee organization.

Within the first thirty (30) days of a new employee's date of hire, the Union's designated employee representative and the new employee will be granted thirty (30) minutes of release time for the Union to present the employee with Union membership information. To the extent practical, the Union will be provided not less than 10 calendar days' advanced notice of the time, date and location of the orientation and the Union will be afforded time to meet with the employee immediately following the City's new employee orientation. Should the employee's or Union's designated employee's schedules preclude conducting the orientation at the same date and time as the City orientation, the Human Resources Department will facilitate a date and time for the Union orientation. Attendance of the new employee at the Union's portion of the orientation is mandatory. Management representatives will excuse themselves during the Union portion of the orientation. Employee representatives conducting orientation shall be granted paid release to do so including reasonable travel time if needed.

2. Membership Information Provided to Union

a. Within 30 days of the employee's hire date, the City will provide the Union with a copy of the Membership Enrollment Form that contains the information required by AB 119.

b. On an annual basis, in January, May, and September, the City will provide the Union with a report containing represented employees name, job title, department, work location, work, home, and personal cellular numbers, home address, and personal email addresses on file with the City.

c. The City shall not be required to supply information it does not have.

d. Notwithstanding the foregoing, limited to the express purpose of AB 119 requirements only, an employee may opt out via written request to the City (copy to the Union) to direct the City to withhold disclosure of the employee's:

- Home address.
- Home telephone number.
- Personal cellular telephone number.
- Personal email address.
- Birth date.

H. Probationary Period:

Probation shall be 1 year for all new employees. Employees who are promoted to a classification within the LIUNA bargaining unit shall serve a 6-month probationary period. If an employee on probation because of a promotion fails probation, the Department Head will offer the employee the opportunity to return to their former position if 1) the position is vacant; and 2) the reason for probationary failure is related to inability to perform the duties of position promoted into. Nothing in this section changes the Department Head's right to overfill positions or create a vacancy by terminating a probationary employee.

I. Notice to Union of Personal Action:

The City will notify the Union directly on all issues impacting the Association. The Association President will be copied. If an employee consents to the Union being notified about a disciplinary action, the Union will be sent copies of all notices. All disciplinary notices will state that the employee is entitled to be represented by a representative of his/her choice.

SECTION 6: GRIEVANCE PROCEDURE

A grievance shall be any matter for which appeal is not otherwise provided or prohibited, concerning:

1. A dispute about the interpretation or application of this Memorandum of Understanding and Personnel Rules;

A. Informal Grievance Procedure:

An employee who has a problem or complaint should first try to get it settled through discussion with his immediate supervisor without undue delay – within one or two workdays of the event grieved. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she shall have the right to promptly discuss it with the supervisor's immediate superior, if any, in the administrative service. Every effort should be made without delay to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee, or the Union, is not in agreement with the decision reached by discussion, he/she shall then have the right to file a formal grievance in writing within ten (10) calendar days after receiving the informal decision of his/her supervisor or supervisor's immediate superior on matters within the statutory scope of representations.

B. Formal Grievance Procedure:

1. First Level of Review: A grievance shall be presented in writing to the employee's immediate supervisor within ten (10) calendar days of the informal process decision or of the event giving rise to the grievance, whichever is later. The supervisor shall render his/her decision and comments in writing and return them to the employee within ten (10) calendar days after receiving the grievance. In the event that the supervisor does not render a decision within the 10 days or within a mutually agreed upon extension of the timeline, the employee has the right to move the grievance up to the next level of review.

2. Further Level or Levels of Review as Appropriate: The supervisor's immediate superior receiving the grievance shall review it, render his/her decision and comments in writing, and return them to the employee within ten (10) calendar days after receiving the appeal. In the event that the supervisor does not render a decision within the 10 days or within a mutually agreed upon extension of the timeline, the employee has the right to move the grievance up to the next level of review.

3. Department Review: The Department Head receiving the grievance, or his/her designated representative, should discuss the grievance with the employee, his representative, if any, and with other appropriate persons. The Department Head shall render his/her decision and comments in writing, and return them to the employee within ten (10) calendar days after receiving the appeal. If the employee, or the union, does not agree with the decision reached, or if no answer has been received within ten (10) calendar days, he may present the appeal in writing to the City Manager.

Failure of the employee to take further action within twenty (20) days after receipt of the decision, or within a total of twenty (20) days if no decision is rendered, will constitute withdrawal of the grievance.

4. City Manager: The City Manager or his/her designated representative should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The City Manager may designate a "fact-finding committee," or an officer not in the normal line of supervision, to advise him/her concerning the grievance. The appointing power shall render a decision in writing to the employee within twenty (20) days after receiving the grievance.

C. Grievance Arbitration:

1. Within ten (10) working days of the receipt of the City Manager's final decision, the Union may request arbitration by filing a written request. The request for arbitration shall be in writing to the Department Head with a copy sent to the Personnel Services Manager.

2. If either the City or the Union so requests, the arbitrator shall hear the merits of any issue raised regarding the arbitrability of a grievance first. No hearing on the merits of the grievance shall be conducted until the issue of arbitrability has been decided.

3. The parties shall request a list of five (5) arbitrators, within ten (10) working days after receipt of the employee's request for arbitration, from the California State Mediation and Conciliation Service.

4. Within five (5) working days of receipt of the list, the parties shall mutually agree upon the person on the list who shall be the Arbitrator. If one person is not mutually agreed upon, the parties shall within five (5) days after receipt of the list of names alternately strike names from such list with the last remaining name to be the person serving as Arbitrator. The party having first choice to strike a name from the list shall be determined by lot.

5. The City and the Union shall share the fees and expenses of the arbitrator and the certified court reporter equally. The services of the certified court reporter are optional. Both parties must agree if a certified court reporter is to be employed and that the cost shall be equally shared. Financial responsibility shall be established before the selection of an arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. However, if either party declines the use of a court reporter, the

party requesting the court reporter shall pay the entire cost of employing the court reporter.

6. The arbitrator's review is limited to the interpretation of this Memorandum of Understanding and/or the City's Personnel Rules and Regulations.

7. Decision: The decision of the arbitrator shall be made in writing within thirty (30) working days of the close of the hearing or the submission of written briefs. The decision of the arbitrator shall be advisory only.

8. City Manager reserves the right to accept, reject, or modify the recommendation of the arbitrator. The decision of the City Manager regarding resolution of the grievance shall be final and binding upon both parties.

D. Conduct of Grievance Procedure:

1. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned. If an employee receives no response at a particular level, he/she may proceed to the next appropriate level of review.

2. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his grievance at any level of review.

3. The employee and his representative may be privileged to use a reasonable amount of work time as determined by the appropriate Department Head in conferring about and presenting the grievance.

4. Employees shall be assured freedom from reprisal for using the grievance procedure.

SECTION 7: MISCELLANEOUS

A. City's Right To Discovery:

All discoveries, inventions, improvements, formulas, ideas, devices, writings or other intellectual property, whether or not subject to patent or copyright laws, which employees shall conceive solely or jointly with others, in the course or scope of his/her employment, or with the City's materials or facilities, shall be the sole and exclusive property of the City without further compensation.

B. Savings Clause:

It is mutually agreed by the parties to this agreement that the above represents the full and complete understanding, which has been reached after numerous discussions held in conformance with the Meyers-Milias-Brown Act. All other proposals, counteroffers, or other matters discussed during the meet and confer

process are deemed to be rejected by both parties. Should circumstances call for a change the City shall give notice of such proposed change to the Association and the items shall be subject to meet and confer process if so required by law.

If any section or subsection of the Memorandum of Understanding should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other sections and subsections of this memorandum shall remain in full force and effect for the duration of this memorandum.

Attachments: Salary Schedules for each year of the contract

Craig Malin, City Manager

Date

Leslie Llantero, Seaside City Employees' SCEA/LIUNA

6/17/21

Date

Ryan Heron, Lead Negotiator – LIUNA/UPEC Local 792

6/17/21

Date

Adam Vick, Seaside City Employees' SCEA/LIUNA

06/17/21

Date

Travis Edwards, Seaside City Employees' SCEA/LIUNA

6/17/21

Date

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: July 1, 2021

SUBJECT: **APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM CENTRAL COAST HIGH SCHOOL**

RECOMMENDATION

Approve a request from Central Coast High School for a donation of three thousand dollars ($3,000.00) from the Mayor's Youth Fund for the costs associated with their Work to Learn Program.

BACKGROUND

Central Coast High School is requesting a donation of three thousand dollar ($3,000.00) from the Mayor's Youth Fund to help cover the cost associated with their Work to Learn Program. This program is a recent program initiated by Central Coast High School to bring work experience to their general education students with the goal of building skills to improve and expand their student's post-secondary options. The program is designed to place students in a field they are considering as a career so that they have a direct and experiential glimpse into possibilities for the future.

Students who are selected for the program will be offered a job placement at a site which encourage a reduce, reuse and recycle philosophy. Their Work to Learn Program will continue their efforts to select community partners whose values include an utmost priority on reduce, reuse and recycle. Additionally, they will highlight green sustainability in the job site training portion of their program and systematically embed environmental awareness into their orientation.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. They received their last donation at the June 20, 2019 City Council meeting. They submitted their 2019 Mayor's Youth Fund closing report within the 60 day time frame.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance in the Mayor's Youth Fund account is $23,067.07. If the City Council approves this request, the balance will be reduced to 20,067.07.

In the event that all of the funds in the Mayor's Youth Fund become exhausted, staff will keep a file of all applications. Once Green Waste issues the next round of funding all applications on file will be processed on the next available City Council meeting.

ATTACHMENTS

1. MYF Central Coast High School 2021
2. Mayor's Youth Fund Closing Report - Central Coast High School 2019
3. Central_Coast _High _School-W9 2021

Reviewed for Submission to the City Council by:

Craig Malin, City Manager

Mayor Youth's Contribution Request

06/10/2021 5:55 PM (EDT)

Prior to completing this request please, review the attached contribution policy. All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda.

Name of Organization	Monterey Peninsula Unified School District (Central Coast High School)
Name of Applicant	Kimberly Moir
Address	200 Coe Avenue
City	Seaside
State	CA
Zip Code	93955
Email Address	kmoir@mpusd.k12.ca.us
Phone Number (Home)	831-645-1219
Phone Number (Work)	831-645-1219
Phone Number (Cell)	206-696-3003
Percentage of Residents or Students of Seaside	60
Number of Participants	24
Ages of Participants	16-18

CRITERIA

Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more from the following list:	• Scholastic • Environmental
Is funding a reward for one of these activities?	No
Description of event, activity or program funding pertains to:	The Work To Learn Program is an effort by Central Coast High School to bring work experience to our general education students with the goal of expanding students' post-secondary options. This program provides first-hand experience in a field they are considering as a career and the opportunity to prepare students for the world of work. Students age 16 and older are eligible to participate in the Work To Learn program. The number of work experience and training hours each student will be paid for is determined by program staff based on funds, student work performance, and employer needs. Students are compensated at the current Monterey County minimum wage. Throughout all four quarters of the school year, six students will be selected each quarter to participate and be placed at one of two local work sites. They will complete 2-4 hours at the work site per week and simultaneously attend a professional skills training session each week at Central Coast High School taught by the College and Career Planning Specialist. Ft. Ord will be hosting students who are interested in landscaping or project management of natural land resources. The second is Goodwill Industries where students will learn general retail skills and other transferable skills.
Description of how the funds will be specifically used for youth groups activities/events and/or has a nexus to the goals of recycling, cleanup and/or "green" sustainability to insure a healthy environment.	Both placement sites are strongly rooted in the message of recycling, "upcycling", and green sustainability. Bruce Delgado who will supervise the students placed at Ft. Ord believes in dedication to natural land resources. Goodwill is a staple in our community offering affordable used housewares, clothing, shoes and other treasures which minimizes the overall amount of waste. These messages will be a core principle and explored in more depth during the professional skills training sessions to raise environmental awareness.
What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?	We will also be using some general building budget funds in order to reach the total amount of funds necessary to compensate students.
Total Amount Requested (please make sure to read the Contribution Limits and Funding Requirements of the attached info page).	3000
Applicant Signature	

Signature Date	10/01/2021

Thank you, please submit your application and someone from the City will get back to you as soon as possible.

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: Friday, June 21, 2019

Name of Organization: Central Coast High School (MPUSD)

Contact: Kimberly Moir

Address: 200 Coe Avenue Seaside, CA 93955

Email/Phone: kmoir@mpusd.net (831) 392-3560 ext. 2810

Amount of Donation Received: $3,000

What Items were purchased with Mayor's Youth Fund Donation:
N/A

Please describe the activities and the date the group/individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos.
Please see attachment

Signature: Kim

Date: 8/19/2019

***This form is due 60 days upon receipt of funding by the applicant. Organizations that do not comply within the 60 day time period may not apply for funding for the following year.**

Mayor's Youth Fund Closing Report
Central Coast High School August 19, 2019

Please describe the activities and the date the group/individual participated in related to reduce, reuse, recycle? Please provide written description, brief City Council presentation, and/or photos.

The Work To Learn Program is an effort by Central Coast High School to bring work experience to our general education students with the goal of expanding students' post-secondary options. This program provides first-hand experience in a field they are considering as a career and the opportunity to prepare students for the world of work. This school year we plan to place students in our front office to support our Office Supervision and Counselor, with the Kiwanis Club of Monterey, and ultimately other community partners in Seaside such as Embassy Suites and new and existing businesses in West Broadway's Urban Village in Seaside.

The student selected to work with the Kiwanis Club will be working one day a week starting in September at the Marriott Hotel, which pride themselves on being an Energy Star Partner. The student is fulfilling a Production Assistant role which entails setting up all equipment necessary, greeting members as they arrive, accepting their lunch payment, and taking down equipment once the meeting has adjourned. This system decreases the need for a paper ticket for lunch as they give out a reusable token to be reused at each weekly meeting.

The student we plan to employ in the front office is a Community Day student who is interested in gaining work experience, as she does not yet have any and needs improvement with communication skills and workplace etiquette. With the support of our Education Liaison, Mental Health Clinician, and Career and College Specialist this student will be given scaffolded support for the first 6 weeks of school around professional skills and other soft skills needed to perform office duties, such as answering phones, greeting people, and clerical tasks. She will work toward becoming independently able to perform these responsibilities and prioritize the reduce, reuse and recycle philosophy.

Lastly, our College and Career Specialist plans to work with the Seaside Creates office and Gloria Stearns during fall semester to connect students to work-based learning opportunities and jobsite placements in hospitality and food service. We hope the newly completed West Broadway Urban Village will expose our students to 21st century skills and a chance for them to maintain a daily practice of reduce, reuse and recycle in addition to making a meaningful contribution to our community.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ K-12 SCHOOL DISTRICT

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO BOX 1031 -or- 700 PACIFIC STREET

Requester's name and address (optional)

6 City, state, and ZIP code
MONTEREY, CALIFORNIA 93942-1031 or 93940

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
7 7 – 0 3 2 0 7 1 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶ 6/10/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: July 1, 2021

SUBJECT: **CONSIDER A FEE WAIVER REQUEST FROM CENTRAL COAST BOMBERS FOR THE USE OF SOPER FIELD, AND CUTINO PARK**

RECOMMENDATION

Consider a request from the Central Coast Bombers for a Fee Waiver of Eleven Thousand, Seven Hundred, Sixty-Five Dollars ($11,765.00) for the costs associated with the use of Soper Field, and Cutino Park from July 2021 to November 2021.

BACKGROUND

The Central Coast Bombers are requesting a Fee Waiver to use Soper Field from July 2021 to November 2021 on Monday, Wednesday and Saturdays from 5:00 p.m. to 9:00 p.m. and Cutino Field from September 2021 to November 2021 on Saturdays from 5:00 p.m. to 9:00 p.m. They would keep up on the field maintenance and ensure that the parks are clean after each use. They would rake, drag, spike and clay batters boxes as needed.

Central Coast Bombers is a local Seaside organization serving youth that is dedicated to providing low or no cost programs for its participates and their families. Ninety percent of their youth are local Seaside Pony Baseball players and the coaches are from Seaside Pony Baseball.

Staff recommends that the City Council discussed the request that the fees be waived for rental cost of Soper Field and Metz Field and if approved the Council require that the organization provide liability coverage.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Soper Field, Metz Field & Cutino Field Fees $ 7,540.00
Lighting Fee at Soper & Cutino Fields $ 4,225.00
TOTAL $11,765.00

Should the City Council approve the request with the staff recommendation to waive all rental fees the fiscal impact is $11,765.00.

ATTACHMENTS

1. Bombers 2021 Use Request

Reviewed for Submission to the City Council by:

Craig Malin, City Manager

Facility (Field) Use Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

Guidelines for Use of City Fields

1. No fee waivers or extensions will be issued over the counter. Established groups, such as Seaside Pony Baseball, Seaside Raiders and Seaside PAL shall submit fee waiver requests to the Resource Management Department. Resource Management staff will submit these requests to the City Council. All others shall apply to the Special Events Committee. Requests approved by the Committee will be submitted by Recreation and Community Development staff to Council for consideration.

2. A minimum of 30 days lead time is required for each request. This will allow staff sufficient time to prepare the staff report for submission to Council.

3. Requests shall include a complete list of the days, dates and hours requested for use of City fields. Requests shall include a listing of all services required, such as use of snack bar, field lights, additional staff, and additional field preparation, and other special needs.

4. Before the start of each season, each group shall submit a list of current board members, along with contact information. A single point of contact (the authorized representative) shall be designated, and this person shall be authorized to make decisions for the group. The group shall notify the City if the authorized representative changes. Requests to the City will be accepted only from the authorized representative.
5. Each group will enter into a Use Agreement with the City for use of the fields. Before the start of each season, City staff will meet with the authorized representative and interested board members to discuss the terms of the Use Agreement. Terms of the Use Agreement will be enforced.

6. Groups will not be given any keys to the snack bars, restrooms or fields until all conditions of the Use Agreement have been met (including proof of insurance, 401(c)3 status, etc.).

7. A deposit requirement of $500 may be considered for the new season for each group requesting a fee waiver. Staff will document any instances of violations of the terms of the Use Agreement during the previous season. The deposit would cover the return of keys, cleanup of the fields, restrooms and snack bars. If collected, the deposit would be returned in full if all keys are returned and the fields, restrooms and snack bars have been kept in good condition during the season. Some or all of the deposit would be withheld if all keys are not returned or if the grounds have not been properly maintained. If the Police Department is called to the park during a time that the field has been reserved and the group is found to be in violation of City Code or there are any Health Department violations attributable to the group, the entire deposit would automatically be forfeited.

8. Groups are not allowed to charge the public for parking on City property at group events. If the group would like to solicit donations, they must obtain a no-fee permit in advance, in accordance with Chapter 5.28 (Charitable Solicitation), of the City Municipal Code.

Attachments:

1. Questionnaire
2. Application
3. Sample Use Agreement
4. Key Request

Facility (Field) Use Application

SEASIDE CALIFORNIA

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

 # 1 - QUESTIONNAIRE Date: 6/01/2021

CONTACT INFORMATION:

Organization: Central Coast Bombers

Name: Richard Miramontes

Address: 18 Westminster Ct. City: Seaside State: CA

Phone: 831-760-6052 Email: richardmph@sbcglobal.net

ORGANIZATION INFORMATION:

☐ Private ☑ Non-Profit ☐ Public ☐ Profit

If non-profit, Tax ID #: _____

Year of establishment: 18+ years Number of members: 30

Number of Seaside resident members: 20 Do members pay dues? ☑ Yes ☐ No

BOARD MEMBERS:

	Name	Title	Telephone
1.	Richard Miramontes	President	831-760-6052
2.	Cori Miramontes	Treasurer	831-277-1074
3.	JD Money	Vice-President	831-521-9103
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Facility (Field) Use Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

Organization: Central Coast Bombers

QUESTIONNAIRE (continued):

1. Is your organization affiliated with any national, federal, state, county or local agency?
   ☑ No ❑ Yes, agency name: _____
2. Is your organization youth oriented?
   ❑ No ☑ Yes, number of Seaside youth: 20
3. Is membership open to all youth or residents in Monterey County?
   ❑ No ☑ Yes, number of youth/residents per city: 20 Seaside, 6 Salinas, 1 Carmel, 2 Pacific Grove
4. Does your organization provide its services to only Seaside youth or residents? ❑ Yes ☑ No
5. Does your organization receive funding or other support from any national, federal, state, county, regional, city, private, or public agency?
   ☑ No ❑ Yes, explain: _____
6. Have you contacted other cities with regards to the use of their facilities?
   ☑ No ❑ Yes, explain: _____
7. Do you plan on having any special events (tournaments, picture day, opening day, etc.)?
   ☑ No ❑ Yes, list dates and events: _____
8. Any additional relevant information: We would love to stay in Seaside where we were founded and our organization has grown to what it is today. Our 13U team is currently ranked 3rd in the State and 29th in the nation. All of this would not have been possible without the assistance the City of Seaside has given us throughout the years.

IF REQUESTING A FEE WAIVER – SUPPLEMENTAL QUESTIONS:

1. Does your organization have the ability to pay any portion of the fees to use the facility?
   ☑ No ❑ Yes. *If your organization does have the ability to pay a reasonable share of the requested fees, please explain why a fee waiver should be granted:* The Central Coast Bombers do not attempt to make money off the program. We do not pay coaches or staff. We host fundraisers through out the year in hopes of making enough money so we can run our program at little to no cost to our parents and players.
2. If the request for fee waiver is not granted, and you chose not to avail yourself of the City facility, what are your plans? Without a fee waiver the Central Coast Bombers would not be able to run our program and would risk having to close down operations for the youth in our community.
3. If you are granted a fee waiver, what in-kind services (such as field maintenance, trash clean up, etc.) can you offer to help offset costs? If granted a fee waiver the Central Coast Bombers will continue to maintain the field in which we operate. This includes making sure the park is clean after each use, rake, spike and drag fields as needed.

Facility (Field) Use Application

SEASIDE CALIFORNIA

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

 # 2 - FIELD USE APPLICATION Date: 06/01/2021

Organization: Central Coast Bombers

Park: Cutino Park **Please fill out one form per each park requested*

Services Requested:

Use of field	☑ Yes	❑ No
Use of snack bar	❑ Yes	❑ No
Use of lights	☑ Yes	❑ No
Other: _____	❑ Yes	❑ No

Date	Day of the Week	Time	Number of Hours Daily Total	Lights
~~July 2021-Nov 2021~~	~~Monday's~~	~~5pm -9pm~~	~~4 Hours~~	~~2 Hours~~
~~July 2021-Nov 2021~~	~~Wednesday's~~	~~5 pm-9 pm~~	~~4 Hours~~	~~2 Hours~~
~~July 2021~~-Nov 2021	Saturday's	5pm -9pm	4 Hours	2 Hours

September

Cutino Park has limited availability due during these requested times.

Total Days: ~~65~~ 13 **Total Hours:** ~~260 Hours~~ 52

Facility (Field) Use Application

SEASIDE CALIFORNIA

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

 # 2 - FIELD USE APPLICATION Date: 6/01/2021

Organization: Central Coast Bombers

Park: Soper **Please fill out one form per each park requested*

Services Requested:

Use of field	☑ Yes	☐ No
Use of snack bar	☐ Yes	☐ No
Use of lights	☑ Yes	☐ No
Other: Restrooms	☑ Yes	☐ No

Date	Day of the Week	Time	Number of Hours Daily Total	Lights
July 2021-Nov 2021	Monday's	5pm -9pm	4 Hours	2 Hours
July 2021-Nov 2021	Wednesday's	5pm -9pm	4 Hours	2 Hours
July 2021-Nov 2021	Saturday's	5pm -9pm	4 Hours	2 Hours

Starting July 19th after the conclusion of Seaside Pony's Season.

Total Days: 65 **Total Hours:** 260 Hours

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Craig Malin, City Manager

BY: Victor Damiani, Finance Director

DATE: July 1, 2021

SUBJECT: **APPROVE A RESOLUTION AUTHORIZING A ONE-YEAR AMENDMENT TO THE AUDIT CONTRACT WITH CLIFTON | LARSON | ALLEN LLP**

RECOMMENDATION

Approve resolution authorizing a one-year amendment to the Audit Contract with Clifton | Larson | Allen LLP

BACKGROUND

On February 28, 2018, staff issued a Request for Proposal for Auditing Services for three years with a possible two year extensions. The City received eight Proposals, including one from CliftonLarsonAllen LLP.

Due to the pending retirement of the Deputy City Manager, the recommendation at that time was a two year contract with CliftonLarsonAllen LLP (CLA). The intent was to assist with the transition to a new Finance Director. The contract was approved to cover the audit periods ending June 30, 2018 and June 30, 2019. In 2020 the Contract was extended to cover the year ending June 30, 2020. Staff is recommending a second and final extension to cover the year ending June 30, 2021.

Early in 2022 staff will again issue a Request for Proposal for Auditing Services for three years with a possible two year extensions.

FISCAL IMPACT

The cost of the auditing services contract ($50,615) has been included in the Proposed Fiscal Year 2021-22 Budget as an ongoing operational expense.

ATTACHMENTS

1. Resolution - Amendment #3
2. Amendment #3
3. Exhibit F
4. Resolution 18-43
5. AG 18-63
6. AG 18-63 Amendment 1 - 6.30.18 signed
7. Amendment #2

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

APPROVING A ONE-YEAR AMENDMENT TO THE CONTRACT WITH CLIFTON LARSON ALLEN LLP FOR PROFESSIONAL AUDITING SERVICES

WHEREAS, In 2018 the City signed a contract with CliftonLarsonAllen for professional audit services for the years ending June 30, 2018 and June 30, 2019; and

WHEREAS, In 2020 the City signed amendment #2 to extend the contract to include audit services for the year ending June 30, 2020; and

WHEREAS, the City now wishes to extend the contract to include audit services for the year ending June 30, 2021

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves Amendment #3 to the contract between the City of Seaside, and CliftonLarsonAllen LLP for professional auditing services for the year ending June 30, 2021.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of July 2021, by the following vote:

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

APPROVED:

_____

Ian N. Oglesby, Mayor

ATTEST:

_____

Dominique L. Davis, City Clerk

AG 18-63
AMENDMENT #3
TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SEASIDE ("CITY") AND CLIFTON LARSON ALLEN LLP ("CONTRACTOR")

Contract Purpose: Prepare and audit the City of Seaside's and the Seaside County Sanitation District's financial statements.

Contract Date: June 7, 2018

The purpose of this amendment is to make the change noted below as requested by the City for the continued provision of services as noted in the Agreement. The contract terms and conditions shall not be modified except for as stated herein.

MODIFY the following text in **Section 1, "Description of Project."**

Delete "The Auditor will prepare and audit the City of Seaside's and the Seaside County Sanitation District's financial statements for the three (3) fiscal years ending June 30, 2018, 2019 and 2020." And replace with "The Auditor will prepare and audit the City of Seaside's and the Seaside County Sanitation District's financial statements for the four (4) fiscal years ending June 30, 2018, 2019, 2020 and 2021."

MODIFY the following text in **Section 3, "Scope of Work."**

Add "Extend Scope of Work under the Agreement to include the services described in Exhibit F as attached for the period ending June 30, 2021.".

MODIFY the following text in **Section 11, "Compensation."**

Delete "The total maximum not to exceed amount for this contract is $48,765 for the year ended June 30, 2018 and $49,615 for the year ended June 30, 2019." as amended by Amendment #1 and replace with "The total maximum not to exceed amount for this contract is $48,765 for the year ended June 30, 2018, $49,615 for the year ended June 30, 2019, $50,615 for the year ended June 30, 2020 and $50,615 for the year ended June 30, 2021."

CITY APPROVAL BY:		
Signature	Name and Title	Date
CONTRACTOR APPROVAL BY:		
Signature	Name and Title	Date

Exhibit F

CLA (CliftonLarsonAllen LLP)
915 Highland Pointe Drive, Suite 300
Roseville, CA 95678-5423
916-784-7800 | fax 916-784-7850
CLAconnect.com

May 13, 2021

City Council and Management
City of Seaside
440 Harcourt Avenue
Seaside, CA 93966

Dear Mr. Damiani:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for City of Seaside ("you," "your," or "the entity") for the year ended June 30, 2021.

Rich Gonzalez is responsible for the performance of the audit engagement.

Scope of audit services

We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of Seaside, as of and for the year ended June 30, 2021, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management's discussion and analysis.
2. Budgetary comparison schedules.
3. GASB-required supplementary pension and OPEB information.

We will also evaluate and report on the presentation of the following supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards
2. Combining and individual fund statements and schedules

The following supplementary information other than RSI accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

1. Introductory section
2. Statistical section

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements, schedule of expenditures of federal awards, and related notes.
- Preparation of adjusting journal entries.
- Prepare the Data Collection Form.

Audit objectives

The objectives of our audit are to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of

federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or the single audit compliance opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, and the Uniform Guidance. Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing opinions on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the basic financial statements, including the amounts and disclosures, and whether the basic financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial

statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review prior to field work.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for the preparation of other information included in your annual report. You agree to provide the final version of such information to us in a timely manner, and if possible, prior to the date of our auditors' report. If the other information included in your annual report will not be available until after the date of our auditors' report on the financial statements, you agree to provide written representations indicating that (1) the information is consistent with the financial statements, (2) the other information does not contain material misstatements, and (3) the final version of the documents will be provided to us when available, and prior to issuance of the annual report by the entity, so that we can complete the procedures required by professional standards. Management agrees to correct material inconsistencies that we may identify. You agree to include our auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes in conformity with U.S. GAAP and the Uniform Guidance based on information provided by you. Since the preparation and fair presentation of the financial statements and schedule of expenditures of federal awards is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements and schedule of expenditures of federal awards.

- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.

- We will prepare the Data Collection Form. Management is responsible to review for completeness and accuracy before submitting to the Federal Audit Clearing House.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards.*

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

> CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be

electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Controller's Office, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the State Controller's Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Our engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice

("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our not to exceed fees for these services will be as follows:

	June 30, 2021
Audit of Financial Statements	$31,500
Single Audit (if applicable)	4,900
Appropriations Limit	715
Audit of Sanitation District	7,500
Audit of Measure X Program Funds	5,000
GASB 68 (net pension liability) Assistance	1,000
Total Not to Exceed Fees	**$50,615**

We will also bill for a technology and client support fee of five percent (5%) of all professional fees billed which will be included in the *not to exceed fees* as listed earlier. These estimates are based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee and expense estimate. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and related fees and to reimburse us for all out-of-pocket expenditures through the date of termination.

Unanticipated services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

Bookkeeping services

Bookkeeping services are not audit services. Bookkeeping services include the following activities:

- Preparation of a trial balance
- Account reconciliations
- Bank statement reconciliations
- Capital asset accounting (e.g., calculating depreciation, identify capital assets for additions and deletions)
- Calculating accruals
- Analyzing transactions for proper recording
- Converting cash basis accounting records to accrual basis
- Preparation of financial statements and the related notes to the financial statements
- Processing immaterial adjustments through the financial statements
- Adjusting the financial statements for new activities and new disclosures

Additional work resulting from unanticipated changes in your organization or accounting records

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Substantial increases in the number or significance of problem loans
- Regulatory examination matters
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements
- New financial statement disclosures

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in this letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use information for benchmarking analysis

In an effort to better serve the needs of our clients, we develop a variety of benchmark, performance indicator, and predictive analysis reports, using anonymized client data obtained from our audit, tax, and other engagements. Business and financial information that you provide to us may be combined with information from other clients and included within the aggregated data that we use in these reports. While some of these analytical reports will be published and released publicly, please be assured that the separate information that we obtain from you will remain confidential, as required by the AICPA Code of Professional Conduct.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Rich Gonzalez, CPA
Principal
916-784-7800
Rich.Gonzalez@CLAconnect.com

Response:

This letter correctly sets forth the understanding of City of Seaside.

Authorized governance signature: _____

Title: _____

Date: _____

Authorized management signature: _____

Title: _____

Date: _____

CLA (CliftonLarsonAllen LLP)
915 Highland Pointe Drive, Suite 300
Roseville, CA 95678-5423
916-784-7800 | fax 916-784-7850
CLAconnect.com

May 13, 2021

Mr. Victor Damiani, Finance Director
City of Seaside
440 Harcourt Avenue
Seaside, CA 93966

Dear Mr. Damiani:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for City of Seaside ("you," "your," or "the entity") for the year ended June 30, 2021.

Rich Gonzalez is responsible for the performance of the audit engagement.

Scope of audit services

We will audit the financial statements of the City of Seaside's Transportation Safety and Investment Plan Account Fund, as of and for the year ended June 30, 2021, and the related notes to the financial statements.

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and related notes.

Audit objectives

The objectives of our audit are to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records and

other procedures we consider necessary to enable us to express such opinions. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

In addition, our audit will be conducted in accordance with requirements described in the Transportation Agency for Monterey County's (TAMC) Ordinance No. 2016-001 and in the Measure X Master Programs Funding Agreement between TAMC and the City.

We will issue a written report upon completion of our audit of your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*. The report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing opinions on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the basic financial statements, including the amounts and disclosures, and whether the basic financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and RSI in accordance with U.S. GAAP. Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

You are responsible for the design, implementation, and maintenance of effective internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered. You are responsible for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws,

regulations, contracts, and grant agreements that we may report. This includes including compliance with the requirements described in the Transportation Agency for Monterey County's (TAMC) Ordinance No. 2016-001 and in the Measure X Master Programs Funding Agreement between TAMC and the City.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements and related notes. Since the preparation and fair presentation of the financial statements is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for those financial statements. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

> CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Controller's Office, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the State Controller's Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Our engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our not to exceed fees for these services will not exceed $5,000.

We will also bill for a technology and client support fee of five percent (5%) of all professional fees billed which will be included in the *not to exceed fees* as listed earlier. These estimates are based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee and expense estimate. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and related fees and to reimburse us for all out-of-pocket expenditures through the date of termination.

Unanticipated services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

Bookkeeping services

Bookkeeping services are not audit services. Bookkeeping services include the following activities:

- Preparation of a trial balance
- Account reconciliations
- Bank statement reconciliations
- Capital asset accounting (e.g., calculating depreciation, identify capital assets for additions and deletions)
- Calculating accruals
- Analyzing transactions for proper recording
- Converting cash basis accounting records to accrual basis
- Preparation of financial statements and the related notes to the financial statements
- Processing immaterial adjustments through the financial statements
- Adjusting the financial statements for new activities and new disclosures

Additional work resulting from unanticipated changes in your organization or accounting records

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Substantial increases in the number or significance of problem loans
- Regulatory examination matters
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements
- New financial statement disclosures

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in this letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use information for benchmarking analysis

In an effort to better serve the needs of our clients, we develop a variety of benchmark, performance indicator, and predictive analysis reports, using anonymized client data obtained from our audit, tax, and other engagements. Business and financial information that you provide to us may be combined with information from other clients and included within the aggregated data that we use in these reports. While some of these analytical reports will be published and released publicly, please be assured that the separate information that we obtain from you will remain confidential, as required by the AICPA Code of Professional Conduct.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Rich Gonzalez, CPA
Principal
916-784-7800
Rich.Gonzalez@CLAconnect.com

Response:

This letter correctly sets forth the understanding of City of Seaside.

Authorized management signature: _____

Title: _____

Date: _____

CLA (CliftonLarsonAllen LLP)
915 Highland Pointe Drive, Suite 300
Roseville, CA 95678-5423
916-784-7800 | fax 916-784-7850
CLAconnect.com

May 13, 2021

Mr. Victor Damiani, Finance Director
City of Seaside
440 Harcourt Avenue
Seaside, CA 93966

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the agreed-upon procedures engagement CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for City of Seaside ("you," "your," or "the entity") for the year ended June 30, 2021.

Richard Gonzalez is responsible for the performance of the agreed-upon procedures engagement.

Scope, objective, and responsibilities

We will apply the agreed-upon procedures which City of Seaside has specified and agreed to, listed in the attached schedule, to Appropriations Limit Calculation of City of Seaside for the year ended June 30, 2021 prepared in accordance with the requirements of Section 1.5 of Article XIII-B of the California Constitution.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency (nature, timing, and extent) of the procedures performed or to be performed is solely the responsibility of City of Seaside, and we will require a written acknowledgment of this responsibility. Consequently, we make no representation regarding the sufficiency of the procedures enumerated in the attached schedule either for the purpose for which this report has been requested or for any other purpose. City of Seaside's management assume the risk that such procedures might be insufficient for your purposes and the risk that you might misunderstand or otherwise inappropriately use findings properly reported by CLA.

Our responsibility is to perform the specified procedures and report the findings in accordance with the attestation standards. Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, audit, or review, we will not express an opinion or conclusion on the Appropriations Limit Calculation or the City of Seaside's financial statements or any elements, accounts, or items thereof. Also, we will not express an opinion or conclusion on the effectiveness of City of Seaside's internal control over financial reporting or any part thereof. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. This report is intended solely for the information and use of the Board of Supervisors and management, and should not be used by anyone other than the specified parties. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report and withdraw from this engagement. Our report will include a statement indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

A member of Nexia International

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the Appropriations Limit Calculation that come to our attention, unless they are clearly inconsequential. In addition, if, in connection with this engagement, matters come to our attention that contradict the Appropriations Limit Calculation, we will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

Management is responsible for the presentation of the Appropriations Limit Calculation in accordance with the requirements of Section 1.5 of Article XIII-B of the California Constitution and for its assertion about the Appropriations Limit Calculation. City of Seaside's management is responsible for selecting the criteria and determining that such criteria are appropriate for your purposes.

Management is responsible for providing us with (1) access to all information of which you are aware that is relevant to the Appropriations Limit Calculation and the agreed-upon procedures, such as records, documentation, and other matters, and for the accuracy and completeness of that information; (2) additional information that we may request for the purpose of performing the agreed-upon procedures; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing the procedures. You agree to inform us of events occurring or facts discovered subsequent to the date of the Appropriations Limit Calculation that may affect the Appropriations Limit Calculation.

For all accounting services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

At the conclusion of our engagement, we will require a representation letter from management that, among other things, will include management's assertion about and confirm management's responsibility for the presentation of the Appropriations Limit Calculation in accordance with the requirements of Section 1.5 of Article XIII-B of the California Constitution.

Engagement administration and other matters

A list of information we expect to need for the engagement and the dates required will be provided in a separate communication.

The workpapers supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers in accordance with our record retention policy that typically provides for a retention period of seven years.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to State Controller's Office for their regulatory oversight purposes. We will notify you of any such request. Access to the requested workpapers will be provided to the regulators under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to

such regulators. The regulators may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

CLA will not disclose any of your confidential, proprietary, or privileged information to any persons without the authorization of your management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of California, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final report under this agreement to you, regardless of whether we provide other services for you relating to the report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our fees for these services are $715. The fee is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign, date, and return a copy to us.

If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their agreement with the procedures performed or to be performed and their responsibility for the sufficiency of the procedures.

Sincerely,

CliftonLarsonAllen LLP

Richard Gonzalez, CPA
Principal
916-784-7800
Rich.Gonzalez@CLAconnect.com

Enclosure

Response:

This letter correctly sets forth the understanding of City of Seaside.

Authorized Signature: _____

Title: _____

Date: _____

Agreed Upon Procedures – Appropriations Limit Calculation

1) Obtain the completed Appropriations Limit Calculation and compare the limit and annual adjustment factors in the calculation to the limit and annual adjustment factors that were adopted by resolution of the City Council.

2) Compute current year adjustments based on selected population and inflation options, using information provided by the Department of Finance.

3) Compare the prior year appropriations limit presented in the Appropriations Limit Calculation to the prior year appropriations limit adopted by the City Council for the prior year.

4) Add results of step two (2) to the prior year Appropriations Limit, and compare the resulting amount to current year approved limit.

RESOLUTION NO. 18-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE CONTRACT WITH CLIFTON LARSON ALLEN LLP FOR PROFESSIONAL AUDITING SERVICES

WHEREAS, the City contracted with Gallina LLP/CliftonLarsonAllen LLP for audit services for the years ending June 30, 2013, 2014, 2015, 2016 and 2017; and

WHEREAS, the City must engage a qualified Certified Public Accounting firm to perform an annual audit of the City of Seaside and the Seaside County Sanitation District; and

WHEREAS, on February 28, 2018, the Finance Department issued a Request for Proposal (RFP) for Professional Auditing Services to qualified Certified Public Accounting firms; and

WHEREAS, eight (8) proposals from qualified CPA firms were received and evaluated by the Deputy City Manager of Administrative Services, Assistant Finance Director, and the City Manager; and

WHEREAS, the Deputy City Manager is retiring in August 2018; and

WHEREAS, contracting with CliftonLarsonAllen LLP will assist with the transition to a new Finance Director; and

WHEREAS, the total audit cost for fiscal years 2017-18 and 2018-19 is an annual operating expenditure and adequate funding is contained in the Proposed 2018-2019 Budget and the 2019-2020 Budget Plan.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approve the contract between the City of Seaside, and CliftonLarsonAllen LLP for professional auditing services for the years ending June 30, 2018, and June 30, 2019.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of June 2018 by the following vote:

AYES:	5	COUNCILMEMBERS: Alexander, Campbell, Jones, Pacheco, Rubio
NOES:	0	COUNCILMEMBERS: None
ABSENT:	0	COUNCILMEMBERS: None
ABSTAIN:	0	COUNCILMEMBERS: None

Ralph Rubio, Mayor
City of Seaside

ATTEST:

Lesley Milton-Rerig, City Clerk

APPENDIX C

CONTRACT AGREEMENT

AUDIT SERVICES

THIS AGREEMENT is made and entered into this 7th day of June 2018, by and between the CITY OF SEASIDE, a municipal corporation, hereinafter called "City", CLIFTON LARSON ALLEN LLP, hereinafter called "Auditor".

WHEREAS, City has determined that it is in the public interest to proceed with the work, hereinafter described as "Project"; and

WHEREAS, City has determined that the Project involves the performance of professional and technical services of a temporary nature; and

WHEREAS, City does not have available employees to perform the services for the Project; and

WHEREAS, the City desires to engage the Auditor, and the Auditor agrees, to render certain technical advice and professional services to the City, as necessary.

THEREFORE, City and Auditor, for the consideration hereinafter described, mutually agree as follows:

1. **Description of Project.** The project is described as follows:

   The Auditor will prepare and audit the City of Seaside's and the Seaside County Sanitation District's financial statements for the two (2) fiscal years ending June 30, 2018, and 2019.

2. **Proposal Submittal.** The parties hereto mutually agree that the following documents and any addenda thereto are herewith by reference included in this contract as Attachment 1:

   - Request for Proposal for Professional Auditing Services – due April 30, 2018
   - Proposal to City of Seaside for Professional Auditing Services – April 30, 2018
   - Dollar Cost Bid to City of Seaside for Professional Auditing Services – April 30, 2018

3. **Scope of Work.** Auditor's scope of work is described in the proposal attached hereto and incorporated herein by this reference.

4. **Scope of Work--Additional.** It is understood by City and Auditor that it may be necessary, in conjunction with the Project, for Auditor to perform or secure the performance of consulting and related services other than those set forth in the proposal. If additional services are requested by City, Auditor shall advise City in writing of the need for additional services and the cost and estimated time to perform the services. Auditor shall not proceed to perform any such additional service until City has determined that such service is beyond the scope of the basic services to be provided by Auditor and has given its written authorization to perform.

Written approval for performance and compensation for additional services may be granted by the Deputy City Manager - Administrative Services. Except as herein above stated, any additional service shall require an amendment to this agreement and shall be subject to all the provisions of this agreement.

5. **Authority of the Deputy City Manager - Administrative Services.** The Auditor shall perform all necessary services provided under the contract and outlined in the proposal and shall do, perform, and carry out said work in a satisfactory and proper manner as determined by and to the satisfaction of the Deputy City Manager - Administrative Services. The Deputy City Manager - Administrative Services reserves the right to make changes, additions or deletions, of the scope of work as deemed to be necessary or advisable to implement and carry out the purposes of the contract. The Deputy City Manager - Administrative Services is authorized to execute these changes by amendment agreements.

6. **Responsibility of Auditor.** By executing this agreement, Auditor represents and states to City that he possesses or will arrange to secure from others all necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this agreement. Auditor further warrants that he will follow the current generally accepted practices of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this agreement.

7. **Independent Contractor.** The parties to this agreement agree that Auditor, his employees, agents and subcontractors, shall be independent contractors with regard to the providing of services under this agreement and that Auditor's employees, agents and subcontractors shall not be considered to be employees or agents of City for any purpose and will not be entitled to any of the benefits City provides for its employees.

8. **Materials and Equipment**. Auditor shall furnish at his own expense all materials and equipment necessary to carry out the terms of this agreement.

9. **Employment of Personnel**. Auditor shall provide experienced and qualified personnel to carry out the work to be performed by Auditor under this agreement and shall be responsible for and in full control of the work of such personnel.

10. **Time of Performance**. Subject to the limitation herein, the Auditor agrees to perform the work and services in accordance with the proposal. The service of the Auditor is to commence upon receipt of a notice to proceed issued by the Deputy City Manager - Administrative Services, and shall be undertaken and completed in such a sequence as to assure their expeditious completion in light of the purpose of the contract.

11. **Compensation**. Subject to the limitation herein, the Auditor agrees to perform the work and services specified and outlined in the proposal for the contract amount maximum not to exceed unless specifically authorized by a written contract change order by the City prior to the commencement of any additional work. The total maximum not to exceed amount for this contract is $43,765 for the year ended June 30, 2018 and $44,615 for the year ended June 30, 2019..

12. **Prevailing Salaries**. If the Auditor hires employees, salaries for the various worker classifications to be utilized in the performance of this contract shall be paid equal to or greater than the salaries prevailing in the locality of the work.

13. **Audit Authority**. Auditor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this agreement. The City, the State Controller, , or any duly authorized representative shall be afforded access to the Auditor's records, books, correspondence and other data relating to this agreement. Auditor shall preserve these records, books, correspondence and other data relating to this agreement for a period of four (4) years after final payment or for such longer period as may be required by law. In addition, Auditor agrees to make said records, books correspondence and other data relating to this Agreement available to City at City's principal place of business upon seventy-two (72) hours advance written notice. City agrees to reimburse Auditor for expenses associated with copying and mailing requested documents upon presentation of invoices for such expenses. Alternatively, the City may choose to review Auditor records at Auditor's principal place of business at no additional cost to City.

14. **Assignment**. Auditor shall not assign any duties, responsibilities or obligations without prior consent of the City.

15. **Indemnification**. The Auditor shall, and does hereby agree, to defend and indemnify and hold harmless City, its public officials, officers, and employees, from any and all damages, claims of damages, including but not limited to attorney's fees, or liabilities of whatever nature arising out of, or in connection with, the services rendered to City by the Auditor.

    Should it become necessary for City, its agents, its employees, successors or assignees to incur any costs or expenses, whether direct or indirect, including but not limited to attorney's fees, investigator's fees, collection fees or court costs in connection with any claim or demand for which indemnification is provided by this agreement, or in connection with any attempt to recover losses incurred on such claims or demands, or in connection with the enforcement of this agreement or any portion thereof, Auditor agrees to pay City such reasonable costs or expenses for which expenditure is made or liability incurred by City, provided that reimbursement shall be only for such costs and expenses that Auditor is held legally liable to pay by a court or forum of competent jurisdiction for performance of Auditor's professional services.

16. **Insurance.** The Auditor shall take out and maintain during the life of the contract insurance in the amounts specified herein. The City of Seaside, its officers, agents and employees shall be named as additional insured.

    Right of general supervision by the city shall not make the Auditor an agent of the city, and the liability of the Auditor for all damages to persons or to the public or private property arising from the Auditor's execution of the work shall not be lessened because of such general supervision.

    Without limiting Auditor's duty to indemnify, Auditor shall maintain in effect throughout

the term of this contract a policy or policies of insurance covering all of its operations with the following types and limits of liability:

A. PROFESSIONAL ERRORS AND OMISSIONS INSURANCE

Auditor shall provide evidence of Professional Liability Insurance on a policy form appropriate to the Auditor's profession. Limits shall be no less than $1,000,000.00 per claim.

B. AUTOMOBILE LIABILITY INSURANCE:

Comprehensive Automotive Liability covering all motor vehicles including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than $1,000,000.00 per occurrence.

C. WORKER'S COMPENSATION INSURANCE:

If employees are hired by the Auditor, then Worker's compensation insurance will be required in accordance with California Labor Code section 3700 and with a minimum of $1,000,000.00 per occurrence for employer's liability.

Certificate of Insurance. The Auditor will have a certificate of insurance completed and filed with the City within fifteen [15] days of execution of this agreement and prior to engaging any operation or activities set forth in this agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by insurance company or insured during the term of this contract shall occur without thirty [30] days written notice to City prior to the effective date of such cancellation or change in coverage.

17. **Compliance with Laws, Rules, and Regulations.** Services performed by Auditor pursuant to this agreement shall be performed in accordance with full compliance to all applicable Federal, State, or City statues and any rules or regulations promulgated thereunder.

18. **Inspection of Work.** The City representative or his/her designee shall at all times have the right to inspect the work, services or performance of Auditor. Auditor shall furnish all reasonable aid and assistance required by City for proper examination of the work or services. Such inspection shall not relieve Auditor of any obligation to perform said services in accordance with the law or this agreement.

19. **Waiver.** Auditor agrees that any waiver by City of any breach or violation of any term or condition of this agreement shall not be deemed to be a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by City of the performance of any work or services by Auditor shall not be deemed to be a waiver of any term or condition of this agreement.

20. **Legal Action**. Should either party to this agreement bring legal action against the other, the case shall be handled in the Monterey County, California, and the party prevailing in such action shall be entitled to actual attorney's fee which shall be fixed by the judge hearing the case, and such fee shall be included in the judgment, together with all costs.

21. **Notices**. All notices herein provided to be given, or which may be given by either party to the other, shall be considered fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

City of Seaside
Administrative Services Department
440 Harcourt Avenue
Seaside, CA 93955

Auditor :
Richard Gonzalez, CPA, Principal
CliftonLarsonAllen LLP
925 Highland Pointe Drive, Suite 450
Roseville, CA 95678-5423

22. **Non-discrimination.** During the performance of this project, Auditor will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex or age. Auditor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

23. **Interest of Auditor**. Auditor declares that he presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Auditor further declares that in the performance of this agreement no subcontractor or person having such interest shall be employed. Auditor certifies that if he hires any employees that no one who has or will have any financial interest in this agreement is an officer or employee of City. It is expressly agreed that in the performance of the services hereunder Auditor shall at all times be deemed an independent contractor and not an agent or employee of City.

24. **Termination of Contract**. This agreement may be terminated by either party upon thirty [30] days written notice to the other party. In the event of such termination, City shall pay Auditor for all services performed to the date of receipt of notice of termination. An itemized statement of the work performed to the date of termination shall be submitted to the City. In ascertaining the services actually rendered hereunder up to the date of termination of this agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the City or in the possession of the Auditor.

25. **Ownership of Document**. All documents, original tracings, and specifications (other than workpapers, which are the property of the Auditor) shall be the property of the City and may be reused by the City without additional compensation to the Auditor. Auditor shall have no responsibility nor liability for documents furnished for this project which are changed without its consent or reused on another project.

26. **Jurisdiction.** This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in Monterey County, California.

27. **Conflict of Interest.** Auditor shall at all time avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this agreement.

28. **Integrated Agreement**. This agreement represents the entire understanding of City and Auditor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This agreement may not be modified or altered except by amendment in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement the day and year first above written.

CITY OF SEASIDE
"City"

By _____
Craig Malin
City Manager

"Auditor"

By _____

Approved as to Form:

By _____
Don Freeman
City Attorney

AG 18-63
AMENDMENT #1
TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SEASIDE ("CITY") AND CLIFTON LARSON ALLEN LLP ("CONTRACTOR")

Contract Purpose: Prepare and audit the City of Seaside's and the Seaside County Sanitation District's financial statements for the two (2) fiscal years ending June 30, 2018 and 2019.

Contract Date: June 7, 2018

The purpose of this amendment is to make the change noted below as requested by the City for the continued provision of services as noted in the Agreement. The contract terms and conditions shall not be modified except for as stated herein.

MODIFY the following text in **Section 3, "Scope of Work."**

Add "Additional services related to the Transportation Safety and Invest Plan fund (Measure X) to meet the annual Independent Audit requirements of the Transportation Agency for Monterey County as noted in Exhibit B attached ".

MODIFY the following text in **Section 11, "Compensation."**

Delete "The total maximum not to exceed amount for this contract is $43,765 for the year ended June 30, 2018 and $44,615 for the year ended June 30, 2019." and replace with "The total maximum not to exceed amount for this contract is $48,765 for the year ended June 30, 2018 and $49,615 for the year ended June 30, 2019.".

CITY APPROVAL BY:		
	CRAIG MALIN CITY MANAGER	5/7/19
Signature	Name and Title	Date
CONTRACTOR APPROVAL BY:		
	Rich Gonzalez, Principal CLA	5/7/19
Signature	Name and Title	Date

CliftonLarsonAllen

CliftonLarsonAllen LLP
925 Highland Pointe Drive, Suite 450
Roseville, CA 95678
916-784-7800 | fax 916-784-7850
CLAconnect.com

May 6, 2019

Ms. Kimberly Drabner, Finance Director
City of Seaside
440 Harcourt Avenue
Seaside, CA 93966

Dear Mr. Howells:

We are pleased to provide you with a proposal for services and request that you confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for the City of Seaside ("you," "your," or "the entity") for the years ended June 30, 2018 and 2019.

Rich Gonzalez is responsible for the performance of the audit engagement.

Audit services

We will audit the financial statements of the governmental activities and each major fund, which collectively comprise the basic financial statements of the City of Seaside's Transportation Safety and Investment Plan Account Fund, as of and for the years ended June 30, 2018 and June 30, 2019 and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management's discussion and analysis (if applicable).
2. Budgetary comparison schedules (if applicable)

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and related notes.

Audit objectives

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the requirements described in the Transportation Agency for Monterey County's (TAMC) Ordinance No. 2016-001 and in the Measure X Master Programs Funding Agreement between TAMC and the City. Our audit will include tests of your accounting records and other procedures we consider necessary to enable us to express opinions and render the required reports. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS.

However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We will issue a written report upon completion of our audit of your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*. The report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the provisions of Measure X. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the

entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the provisions of Measure X.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and RSI in accordance with U.S. GAAP. Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with the requirements described in the Transportation Agency for Monterey County's (TAMC) Ordinance No. 2016-001 and in the Measure X Master Programs Funding Agreement between TAMC and the City. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information

You are responsible for the design, implementation, and maintenance of effective internal control, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered. You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for the preparation of the supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon

or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements and related notes in conformity with U.S. GAAP based on information provided by you. Since the preparation and fair presentation of the financial statements is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial and that you have reviewed and approved the financial statements, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

> CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, including those relating to auditor independence, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Controller, or its designee, a federal agency providing direct or indirect funding, the City ,or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request.

If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the State Controller. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Fees

Our fees for these services will be as follows:

- Fiscal year ended June 30, 2018 $5,000
- Fiscal year ended June 30, 2019 $5,000

The fees are based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Unanticipated services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and

reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return a copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Rich Gonzalez

Rich Gonzalez, CPA

Principal
916-784-7800
Rich.Gonzalez@CLAconnect.com

Enclosure

Response:

This letter correctly sets forth the understanding of the City of Seaside.

Authorized management signature: _____

Title: CITY MANAGER

Date: 5/7/19

APPENDIX C

CONTRACT AGREEMENT

AUDIT SERVICES

THIS AGREEMENT is made and entered into this 7th day of June 2018, by and between the CITY OF SEASIDE, a municipal corporation, hereinafter called "City", CLIFTON LARSON ALLEN LLP, hereinafter called "Auditor".

WHEREAS, City has determined that it is in the public interest to proceed with the work, hereinafter described as "Project"; and

WHEREAS, City has determined that the Project involves the performance of professional and technical services of a temporary nature; and

WHEREAS, City does not have available employees to perform the services for the Project; and

WHEREAS, the City desires to engage the Auditor, and the Auditor agrees, to render certain technical advice and professional services to the City, as necessary.

THEREFORE, City and Auditor, for the consideration hereinafter described, mutually agree as follows:

1. **Description of Project.** The project is described as follows:

   The Auditor will prepare and audit the City of Seaside's and the Seaside County Sanitation District's financial statements for the two (2) fiscal years ending June 30, 2018, and 2019.

2. **Proposal Submittal.** The parties hereto mutually agree that the following documents and any addenda thereto are herewith by reference included in this contract as Attachment 1:

   - Request for Proposal for Professional Auditing Services – due April 30, 2018
   - Proposal to City of Seaside for Professional Auditing Services – April 30, 2018
   - Dollar Cost Bid to City of Seaside for Professional Auditing Services – April 30, 2018

3. **Scope of Work.** Auditor's scope of work is described in the proposal attached hereto and incorporated herein by this reference.

4. **Scope of Work--Additional.** It is understood by City and Auditor that it may be necessary, in conjunction with the Project, for Auditor to perform or secure the performance of consulting and related services other than those set forth in the proposal. If additional services are requested by City, Auditor shall advise City in writing of the need for additional services and the cost and estimated time to perform the services. Auditor shall not proceed to perform any such additional service until City has determined that such service is beyond the scope of the basic services to be provided by Auditor and has given its written authorization to perform.

Written approval for performance and compensation for additional services may be granted by the Deputy City Manager - Administrative Services. Except as herein above stated, any additional service shall require an amendment to this agreement and shall be subject to all the provisions of this agreement.

5. **Authority of the Deputy City Manager - Administrative Services.** The Auditor shall perform all necessary services provided under the contract and outlined in the proposal and shall do, perform, and carry out said work in a satisfactory and proper manner as determined by and to the satisfaction of the Deputy City Manager - Administrative Services. The Deputy City Manager - Administrative Services reserves the right to make changes, additions or deletions, of the scope of work as deemed to be necessary or advisable to implement and carry out the purposes of the contract. The Deputy City Manager - Administrative Services is authorized to execute these changes by amendment agreements.

6. **Responsibility of Auditor.** By executing this agreement, Auditor represents and states to City that he possesses or will arrange to secure from others all necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this agreement. Auditor further warrants that he will follow the current generally accepted practices of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this agreement.

7. **Independent Contractor.** The parties to this agreement agree that Auditor, his employees, agents and subcontractors, shall be independent contractors with regard to the providing of services under this agreement and that Auditor's employees, agents and subcontractors shall not be considered to be employees or agents of City for any purpose and will not be entitled to any of the benefits City provides for its employees.

8. **Materials and Equipment.** Auditor shall furnish at his own expense all materials and equipment necessary to carry out the terms of this agreement.

9. **Employment of Personnel.** Auditor shall provide experienced and qualified personnel to carry out the work to be performed by Auditor under this agreement and shall be responsible for and in full control of the work of such personnel.

10. **Time of Performance.** Subject to the limitation herein, the Auditor agrees to perform the work and services in accordance with the proposal. The service of the Auditor is to commence upon receipt of a notice to proceed issued by the Deputy City Manager - Administrative Services, and shall be undertaken and completed in such a sequence as to assure their expeditious completion in light of the purpose of the contract.

11. **Compensation.** Subject to the limitation herein, the Auditor agrees to perform the work and services specified and outlined in the proposal for the contract amount maximum not to exceed unless specifically authorized by a written contract change order by the City prior to the commencement of any additional work. The total maximum not to exceed amount for this contract is $43,765 for the year ended June 30, 2018 and $44,615 for the year ended June 30, 2019..

12. **Prevailing Salaries.** If the Auditor hires employees, salaries for the various worker classifications to be utilized in the performance of this contract shall be paid equal to or greater than the salaries prevailing in the locality of the work.

13. **Audit Authority.** Auditor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this agreement. The City, the State Controller, , or any duly authorized representative shall be afforded access to the Auditor's records, books, correspondence and other data relating to this agreement. Auditor shall preserve these records, books, correspondence and other data relating to this agreement for a period of four (4) years after final payment or for such longer period as may be required by law. In addition, Auditor agrees to make said records, books correspondence and other data relating to this Agreement available to City at City's principal place of business upon seventy-two (72) hours advance written notice. City agrees to reimburse Auditor for expenses associated with copying and mailing requested documents upon presentation of invoices for such expenses. Alternatively, the City may choose to review Auditor records at Auditor's principal place of business at no additional cost to City.

14. **Assignment.** Auditor shall not assign any duties, responsibilities or obligations without prior consent of the City.

15. **Indemnification.** The Auditor shall, and does hereby agree, to defend and indemnify and hold harmless City, its public officials, officers, and employees, from any and all damages, claims of damages, including but not limited to attorney's fees, or liabilities of whatever nature arising out of, or in connection with, the services rendered to City by the Auditor.

Should it become necessary for City, its agents, its employees, successors or assignees to incur any costs or expenses, whether direct or indirect, including but not limited to attorney's fees, investigator's fees, collection fees or court costs in connection with any claim or demand for which indemnification is provided by this agreement, or in connection with any attempt to recover losses incurred on such claims or demands, or in connection with the enforcement of this agreement or any portion thereof, Auditor agrees to pay City such reasonable costs or expenses for which expenditure is made or liability incurred by City, provided that reimbursement shall be only for such costs and expenses that Auditor is held legally liable to pay by a court or forum of competent jurisdiction for performance of Auditor's professional services.

16. **Insurance.** The Auditor shall take out and maintain during the life of the contract insurance in the amounts specified herein. The City of Seaside, its officers, agents and employees shall be named as additional insured.

Right of general supervision by the city shall not make the Auditor an agent of the city, and the liability of the Auditor for all damages to persons or to the public or private property arising from the Auditor's execution of the work shall not be lessened because of such general supervision.

Without limiting Auditor's duty to indemnify, Auditor shall maintain in effect throughout

the term of this contract a policy or policies of insurance covering all of its operations with the following types and limits of liability:

A. PROFESSIONAL ERRORS AND OMISSIONS INSURANCE

Auditor shall provide evidence of Professional Liability Insurance on a policy form appropriate to the Auditor's profession. Limits shall be no less than $1,000,000.00 per claim.

B. AUTOMOBILE LIABILITY INSURANCE:

Comprehensive Automotive Liability covering all motor vehicles including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than $1,000,000.00 per occurrence.

C. WORKER'S COMPENSATION INSURANCE:

If employees are hired by the Auditor, then Worker's compensation insurance will be required in accordance with California Labor Code section 3700 and with a minimum of $1,000,000.00 per occurrence for employer's liability.

Certificate of Insurance. The Auditor will have a certificate of insurance completed and filed with the City within fifteen [15] days of execution of this agreement and prior to engaging any operation or activities set forth in this agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by insurance company or insured during the term of this contract shall occur without thirty [30] days written notice to City prior to the effective date of such cancellation or change in coverage.

17. **Compliance with Laws, Rules, and Regulations.** Services performed by Auditor pursuant to this agreement shall be performed in accordance with full compliance to all applicable Federal, State, or City statues and any rules or regulations promulgated thereunder.

18. **Inspection of Work.** The City representative or his/her designee shall at all times have the right to inspect the work, services or performance of Auditor. Auditor shall furnish all reasonable aid and assistance required by City for proper examination of the work or services. Such inspection shall not relieve Auditor of any obligation to perform said services in accordance with the law or this agreement.

19. **Waiver.** Auditor agrees that any waiver by City of any breach or violation of any term or condition of this agreement shall not be deemed to be a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by City of the performance of any work or services by Auditor shall not be deemed to be a waiver of any term or condition of this agreement.

20. **Legal Action.** Should either party to this agreement bring legal action against the other, the case shall be handled in the Monterey County, California, and the party prevailing in such action shall be entitled to actual attorney's fee which shall be fixed by the judge hearing the case, and such fee shall be included in the judgment, together with all costs.

21. **Notices.** All notices herein provided to be given, or which may be given by either party to the other, shall be considered fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

City of Seaside
Administrative Services Department
440 Harcourt Avenue
Seaside, CA 93955

Auditor :
Richard Gonzalez, CPA, Principal
CliftonLarsonAllen LLP
925 Highland Pointe Drive, Suite 450
Roseville, CA 95678-5423

22. **Non-discrimination.** During the performance of this project, Auditor will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex or age. Auditor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

23. **Interest of Auditor.** Auditor declares that he presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Auditor further declares that in the performance of this agreement no subcontractor or person having such interest shall be employed. Auditor certifies that if he hires any employees that no one who has or will have any financial interest in this agreement is an officer or employee of City. It is expressly agreed that in the performance of the services hereunder Auditor shall at all times be deemed an independent contractor and not an agent or employee of City.

24. **Termination of Contract.** This agreement may be terminated by either party upon thirty [30] days written notice to the other party. In the event of such termination, City shall pay Auditor for all services performed to the date of receipt of notice of termination. An itemized statement of the work performed to the date of termination shall be submitted to the City. In ascertaining the services actually rendered hereunder up to the date of termination of this agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the City or in the possession of the Auditor.

25. **Ownership of Document.** All documents, original tracings, and specifications (other than workpapers, which are the property of the Auditor) shall be the property of the City and may be reused by the City without additional compensation to the Auditor. Auditor shall have no responsibility nor liability for documents furnished for this project which are changed without its consent or reused on another project.

26. **Jurisdiction.** This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in Monterey County, California.

27. **Conflict of Interest.** Auditor shall at all time avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this agreement.

28. **Integrated Agreement.** This agreement represents the entire understanding of City and Auditor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This agreement may not be modified or altered except by amendment in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement the day and year first above written.

CITY OF SEASIDE
"City"

By _____
Craig Malin
City Manager

"Auditor"

By _____

Approved as to Form:

By _____
Don Freeman
City Attorney

AG 18-63
AMENDMENT #2
TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SEASIDE ("CITY") AND CLIFTON LARSON ALLEN LLP ("CONTRACTOR")

Contract Purpose:	Prepare and audit the City of Seaside's and the Seaside County Sanitation District's financial statements.
Contract Date:	June 7, 2018

The purpose of this amendment is to make the change noted below as requested by the City for the continued provision of services as noted in the Agreement. The contract terms and conditions shall not be modified except for as stated herein.

MODIFY the following text in **Section 1, "Description of Project."**

Delete "The Auditor will prepare and audit the City of Seaside's and the Seaside County Sanitation District's financial statements for the two (2) fiscal years ending June 30, 2018 and 2019." And replace with "The Auditor will prepare and audit the City of Seaside's and the Seaside County Sanitation District's financial statements for the three (3) fiscal years ending June 30, 2018, 2019 and 2020."

MODIFY the following text in **Section 3, "Scope of Work."**

Add "Extend Scope of Work under the Agreement to include the services described in Exhibits C, D, and E as attached for the period ending June 30, 2020.".

MODIFY the following text in **Section 11, "Compensation."**

Delete "The total maximum not to exceed amount for this contract is $48,765 for the year ended June 30, 2018 and $49,615 for the year ended June 30, 2019." as amended by Amendment #1 and replace with "The total maximum not to exceed amount for this contract is $48,765 for the year ended June 30, 2018, $49,615 for the year ended June 30, 2019, and $50,615 for the year ended June 30, 2020."

CITY APPROVAL BY:		
	CRAIG MARTIN CITY MANAGER	5/29/20
Signature	Name and Title	Date
CONTRACTOR APPROVAL BY:		
	Richard Gonzalez Principal	5/29/20
Signature	Name and Title	Date

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Scott Ottmar, Senior Engineer

DATE: July 1, 2021

SUBJECT: **ADOPT A RESOLUTION AUTHORIZING A MAINTENANCE AND RIGHT OF ENTRY AGREEMENT FOR COSTCO FUEL STATION IN SEASIDE**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a Maintenance and Right of Entry Agreement with AUG LLC for the Costco fuel facility.

BACKGROUND

The Costco Wholesale Corporation has recently completed construction of its Seaside fuel facility. The property, with APN 011-523-018 and more commonly known as 1846 Del Monte Boulevard, is owned by AUG LLC. To satisfy the requirements of the City's storm water permit, the project was required to develop and implement a Storm Water Control Plan (SWCP) and enter into Maintenance and Right of Entry Agreement (MROE) with the City.

A Storm Water Control Plan for the Costco Fuel facility was reviewed and approved on October 5, 2020. As certified by the project engineer and verified by City's Engineering staff, the project has constructed structural storm water control measures (SCMs) consistent with its SWCP.

To insure ongoing maintenance of SCMs, the property owner is required to enter into an MROE to be recorded at the Monterey County Recorders Office. The MROE includes a site specific operation and maintenance plans and requires that an inspection by a qualified professional be conducted by September 30th of each year and an associated certificate be submitted to the City.

FISCAL IMPACT

There is no fiscal impact associated with entering into the Maintenance and Right of Entry Agreement.

ATTACHMENTS

1. Resolution
2. Maintenance & Right of Entry Agreement

Reviewed for Submission to the City Council by:

Craig Malin, City Manager

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE A MAINTENANCE AND RIGHT OF ENTRY AGREEMENT WITH AUG INC. FOR THE COSTCO FUEL FACILITY

WHEREAS, AUG LLC, Property Owner, and Barghausen Consulting Engineers filed Use Permit application 20-02 for the construction and operation of a Costco Fuel facility at parcel APN 011-523-018 more commonly known as 1840 Del Monte Blvd; and

WHEREAS, On April 1, 2020 the Planning Commission of the City of Seaside adopted Resolution 20-02 PC approving Use Permit Application UP 20-02 PC; and

WHEREAS, On May 21, 2020, the City Council of the City of Seaside adopted Resolution 20-35 approving Use Permit Application UP 20-02 PC; and

WHEREAS, UP 20-02 required Applicant to develop a Storm Water Control Plan (SWCP) to construct storm water control measures and enter into a Maintenance and Right of Entry Agreement with the City; and

WHEREAS, Applicant has developed a SWCP dated September 29, 2020 that was reviewed and approved October 5, 2020; and

WHEREAS, Applicant has constructed the storm water control measures, and executed a Maintenance and Right of Entry Agreement committing to maintain the improvements.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute the Maintenance and Right of Entry Agreement with AUG LLC attached hereto.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 1st day of July 2021, by the following vote:

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

APPROVED:

ATTEST:

_____
Ian N. Oglesby, Mayor

_____
Dominique L. Davis, City Clerk

WHEN RECORDED MAIL TO:
City Clerk,
City of Seaside
440 Harcourt Avenue
Seaside, CA. 93955

THIS SPACE FOR RECORDERS USE ONLY

MAINTENANCE AND RIGHT OF ENTRY AGREEMENTFOR STORMWATER CONTROL FOR COSTCO SEASIDE FUEL FACILITY, APN 011-523-018

MAINTENANCE AND RIGHT OF ENTRY AGREEMENT FOR STORMWATER CONTROL FOR COSTCO SEASIDE FUEL FACILITY, 011-523-018

THIS MAINTENANCE AND RIGHT OF ENTRY AGREEMENT FOR STORMWATER CONTROL ("Agreement") is made and entered into in the City of Seaside, California, this_____day of _____, 2021 by and between AUG LLC., hereinafter referred to as "Owner" and the City of Seaside ("City"), a municipal corporation. This Agreement applies to properties in the County of Monterey, State of California, referred to as 011-523-018. The Agreement is subject to the following recitals:

RECITALS

WHEREAS, the Owner owns real property ("Property") in the City of Seaside, County of Monterey, State of California, more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference;

WHEREAS, the City Council of the City of Seaside approved Use Permit Application No. UP-20-02, hereinafter referred to as "Permit", for the subject property attached hereto as Exhibit B;

WHEREAS, at the time of initial approval of said Permit, the City required the project to employ post-construction Stormwater Control Measures, hereinafter referred to as "SCMs," in accordance with Resolution R3-2013-0032 of the Central Coast Regional Water Quality Control Board (CCRWQCB) and Seaside Municipal Code Chapter 8.46, "Urban Storm Water Quality Management and Discharge Control" to minimize the adverse effects of urbanization and development on watershed processes and beneficial uses, and to protect and enhance the water quality of watercourses and water bodies in a manner pursuant to and consistent with the Federal Clean Water Act (33 U.S.C. § 1251 et seq.);

WHEREAS, the City of Seaside Municipal Code Chapter 8.46, "Urban Stormwater Quality Management and Discharge Control," regulates urban stormwater quality and provides requirements, known as Best Management Practices (BMPs) for managing and controlling stormwater quality and non-stormwater discharges to the storm drain system;

WHEREAS, the Permit requires the Owner to record a deed restriction requiring the approved SCMs not to be removed, relocated, covered, or hampered with in any way which may prevent them from performing their intended function, and to provide for ongoing maintenance and verification of ongoing maintenance of the SCMs by Owner and the Owner's successors in interest.

WHEREAS, the Owner has chosen to install and/or implement SCMs as shown on Exhibit C attached hereto and incorporated herein by this reference;

WHEREAS, the SCMs shown on Exhibit C are further described within the Stormwater Control Plan, dated October 23, 2020 hereinafter referred to as "SWCP, to comply with CCRWQCB Resolution R3-2013-0032 and Seaside Municipal Code Chapter 8.46;

WHEREAS, the SWCP has been certified by a licensed professional and reviewed and approved by the City;

WHEREAS, the SCMs, with installation and implementation on private property and draining only private property, are part of a private facility with all maintenance or replacement, therefore, the sole responsibility of the Owner in accordance with the terms of this Agreement;

WHEREAS, the Owner is aware that periodic maintenance is required to assure peak performance of all SCMs, furthermore, such maintenance activity will require compliance

with all Local, State, or Federal laws and regulations, including those pertaining to confined space and waste disposal methods, in effect at the time such maintenance occurs;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual stipulations and agreements contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. **Responsibility for Operation and Maintenance of SCMs:** Owner shall diligently maintain all SCMs in a manner that maintains the original flow and treatment requirements at all times. An Operation and Maintenance Plan is included as Exhibit "D". All reasonable precautions shall be exercised by Owner and Owner's representative or contractor in the removal and extraction of any material(s) from the SCMs and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. As may be requested from time to time by the City, the Owner shall provide the City with documentation identifying the material(s) removed, the quantity, and disposal destination.

2. **Owner consents and agrees** to inspect and maintain the SCMs based on the schedule and procedures identified in the Operation and Maintenance Plan (Exhibit "D"). Each year during a period beginning on September 1 and ending no later than September 30, and at the time of any sale or other transfer of title to the Property, Owner shall provide the City with a Maintenance Certificate in the form attached hereto marked Exhibit "E" and by this reference incorporated herein certifying that the SCMs have been recently inspected and are functioning in compliance with the Operation and Maintenance Plan or, if such SCMs were not in compliance with the Operation and Maintenance Plan, what measures have been taken to bring the SCMs and the maintenance thereof into compliance with the Operation and Maintenance Plan. Proof of maintenance, such as copies of maintenance records and/or receipts shall be included with the Maintenance Certificate. Certificate shall be completed and stamped by a licensed engineer or other qualified professional approved by the City prior to inspection

3. **Right of Access:** Owner hereby provides the City or City's agent complete access, of any duration, to the SCMs and their immediate vicinity, excluding any buildings, at any time, upon reasonable notice, or in the event of emergency, as determined by the City Engineer, with no advance notice, for the purpose of inspection, sampling, testing of the SCMs, and in case of emergency, to undertake, in the City's sole discretion, necessary repairs or other preventative measures at Owner's expense as provided in paragraph 4 below. City shall make every effort at all times to minimize or avoid interference with Owner's use of the Property.

4. **Penalty:** In the event Owner, or its successors or assigns, fails to accomplish the necessary maintenance contemplated by this Agreement or if the BMP's and/or SCM's do not perform in a manner that maintains the original treatment requirements at all times, then the Owner shall be subject to monetary fines per day or per occurrence in accordance with Chapter 8.46, "Urban Storm Water Quality Management and Discharge Control" of the Seaside Municipal Code.

5. **Recording:** This Agreement shall be recorded in the Office of the Recorder of Monterey County, California, at the expense of the Owner and shall constitute notice to all successors and assigns of the title to said Property of the obligation herein set forth, and also a lien in such amount as will fully reimburse the City, including interest as herein above set forth, subject to foreclosure in event of default in payment.

6. **Attorney's Fees:** In event of legal action occasioned by any default or fault of the Owner, or its successors or assigns, the Owner and its successors or assigns agree(s) to pay all costs

incurred by the City in enforcing the terms of this Agreement, including attorney's fees and costs. In the event of legal action occasioned by any default of the City, the City agrees to pay all costs incurred by the Owner and its successors or assigns in enforcing the terms of this Agreement, including attorneys' fees and costs.

7. **Covenant:** It is the intent of the parties hereto that burdens and benefits herein undertaken shall constitute covenants that run with said Property and constitute a lien there against.

8. **Binding on Successors:** The obligations herein undertaken shall be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto. The term "Owner" shall include not only the present Owner, but also its heirs, successors, executors, administrators, and assigns. Owner shall notify any successor to title of all or part of the Property about the existence of this Agreement. Owner shall provide such notice prior to such successor obtaining an interest in all or part of the Property. Such notice shall include the Stormwater Control Plan and the Operations and Maintenance Plan. The transfer of this information shall also be required with any subsequent sale of the property. Owner shall provide a copy of such notice to the City at the time of property transfer.

9. **Indemnity and Insurance:** The Owner, its heirs, successors, executors, administrators and assigns agree to defend, indemnify and hold harmless the City, its officials, employees and its authorized agents from any and all damages, accidents, casualties, occurrences or claims (collectively, "Claims") which might arise or be asserted against the City and which are connected with the construction, operation, presence, existence or maintenance of the BMP and/or SCM by the Owner, or from any personal injury or property damage that may result from the City or other public entities entering the Property under Section 3 of this Agreement; provided, however, that notwithstanding the foregoing, the Owner, its heirs, successors, executors, administrators and assigns shall have no obligation to defend, indemnify or hold harmless pursuant to this Section 9 for any Claims arising from the willful acts or omissions, or negligence, of the City or any other public entities, their officials, employees, or agents. The Owner shall maintain liability insurance with amounts not less than Two Million Dollars ($2,000,000.00) per occurrence and Four Million Dollars ($4,000,000.00) in the annual aggregate covering occurrences at the Property, and shall name City, its officers and employees as an additional insured on such liability policy. The Owner shall provide the City with proof of insurance as required by the City.

10. **Notice:** Any notice to a party required or called for in this Agreement shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to the address set forth below. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice thereof to the other party.

MAINTENANCE AND RIGHT OF ENTRY AGREEMENT
FOR STORMWATER CONTROL
FOR COSTCO SEASIDE FUEL FACILITY, 011-523-018

IN WITNESS THEREOF, the parties hereto have affixed their signatures as of the date first written above.

By: _____
Signature

Name: Craig Malin

Title: City Manager

By: _____
Signature

Name: Bob Pniak

Title: PRESIDENT
Aug LLC

List of Exhibits

A. Plat and Legal Description
B. Planning or BAR Conditions of Approval
C. Exhibit of Stormwater Control Measures
D. Operations and Maintenance Plan
E. Maintenance Certificate

ACKNOWLEDGMENT

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

State of California
County of Monterey)

On June 11, 2021 before me, ML Wood, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

M. L. WOOD
Notary Public - California
Monterey County
Commission # 2307883
My Comm. Expires Oct 10, 2023

Signature _____ (Seal)

EXHIBIT A

EXHIBIT "A"
LEGAL DESCRIPTION
FOR: FUEL FACILITY

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SEASIDE, COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING ALL OF LOT 7 OF BLOCK "A" AS SHOWN ON THAT CERTAIN "OFFICIAL MAP OF THE SEASIDE AUTO CENTER" FILED FOR RECORD ON AUGUST 31, 2009 IN VOLUME 24 OF CITIES AND TOWNS AT PAGE 21, MONTEREY COUNTY RECORDS.

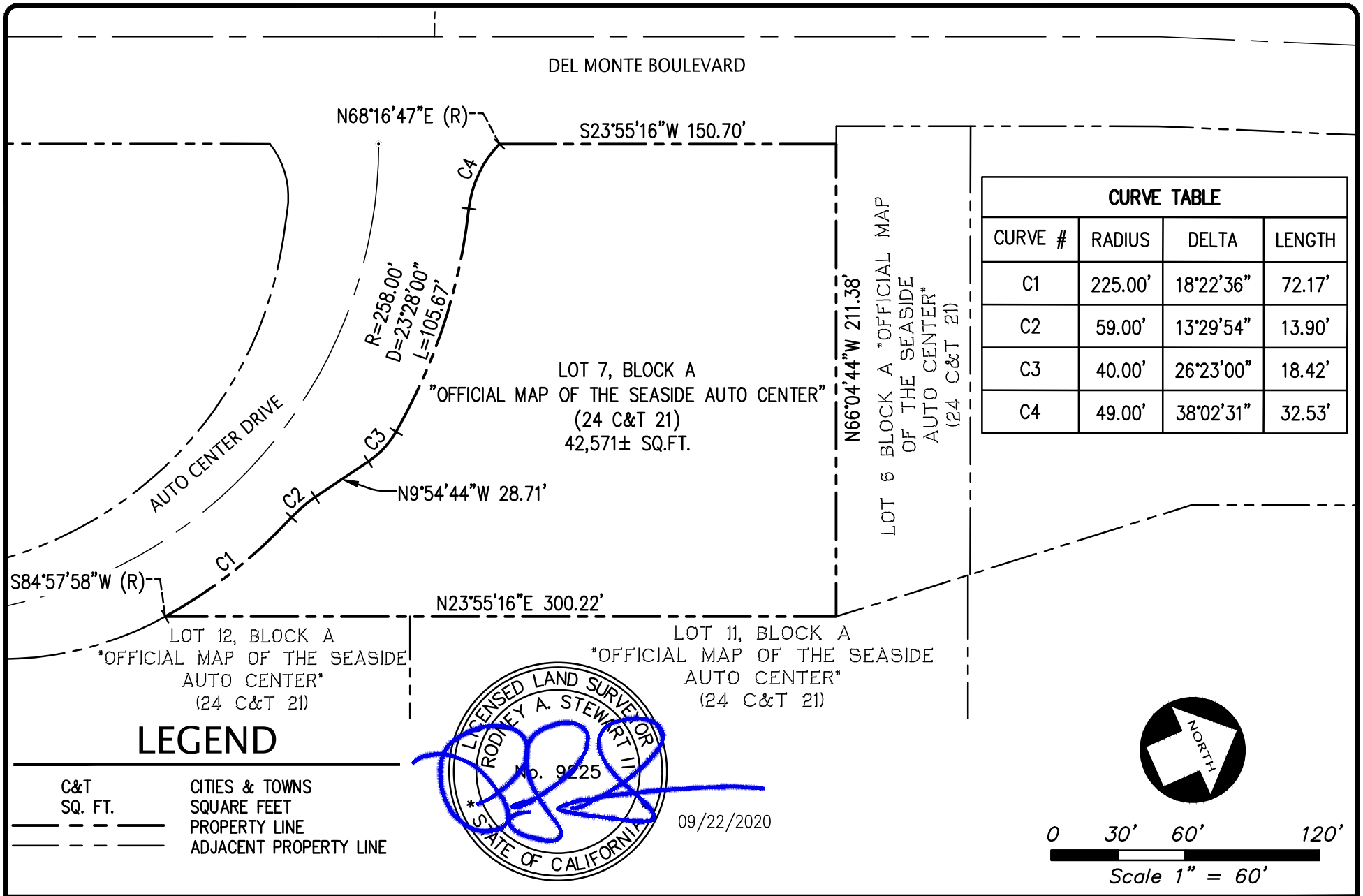
CONTAINING 42,571± SQUARE FEET.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART THEREOF.

LEGAL DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

RODNEY A. STEWART II, LS 9225

09-22-2020
DATE



CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	225.00'	18°22'36"	72.17'
C2	59.00'	13°29'54"	13.90'
C3	40.00'	26°23'00"	18.42'
C4	49.00'	38°02'31"	32.53'

LEGEND

C&T	CITIES & TOWNS
SQ. FT.	SQUARE FEET
— — —	PROPERTY LINE
— — —	ADJACENT PROPERTY LINE

KIER+WRIGHT
3350 Scott Boulevard, Building 22
Santa Clara, California 95054
Phone: (408) 727-6665
www.kierwright.com

EXHIBIT "B"

FUEL FACILITY

SEASIDE, CALIFORNIA

DATE	SEPTEMBER, 2020
SCALE	1" = 60'
BY	DP
JOB NO.	A11589-3
SHEET	1 OF 1

Z:\2011\A11589-3\DWG\SURVEY\PLATS\A11589-3-PD-FUEL FACILITY.dwg 9-22-20 03:09:43 PM dpascual

Parcel Map Check Report

Prepared by:

Kier & Wright Civil Engineers & Surveyors

3350 Scott Boulevard, Santa Clara, CA

Date: 9/22/2020 9:29:10 AM

Parcel Name: CLOSURE-ESMT – Fuel Facility
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:5,531.6345'	East:5,830.7335'

Segment# 1: Curve

Length: 72.17'	Radius: 225.00'
Delta: 18°22'36"	Tangent: 36.40'
Chord: 71.86'	Course: N14°13'20"W
Course In: S84°57'58"W	Course Out: N66°35'22"E
RP North: 5,511.8919'	East: 5,606.6013'
End North: 5,601.2882'	East: 5,813.0796'

Segment# 2: Curve

Length: 13.90'	Radius: 59.00'
Delta: 13°29'54"	Tangent: 6.98'
Chord: 13.87'	Course: N16°39'41"W
Course In: N66°35'22"E	Course Out: S80°05'16"W
RP North: 5,624.7299'	East: 5,867.2228'
End North: 5,614.5737'	East: 5,809.1036'

Segment# 3: Line

Course: N9°54'44"W	Length: 28.71'
North: 5,642.8551'	East: 5,804.1614'

Segment# 4: Curve

Length: 18.42'	Radius: 40.00'
Delta: 26°23'00"	Tangent: 9.38'
Chord: 18.26'	Course: N23°06'14"W
Course In: S80°05'16"W	Course Out: N53°42'16"E

RP North: 5,635.9695' East: 5,764.7585'
End North: 5,659.6475' East: 5,796.9975'

Segment# 5: Curve
Length: 105.67' Radius: 258.00'
Delta: 23°28'00" Tangent: 53.59'
Chord: 104.93' Course: N48°01'44"W
Course In: S53°42'16"W Course Out: N30°14'16"E
RP North: 5,506.9243' East: 5,589.0562'
End North: 5,729.8216' East: 5,718.9823'

Segment# 6: Curve
Length: 32.53' Radius: 49.00'
Delta: 38°02'31" Tangent: 16.89'
Chord: 31.94' Course: N40°44'28"W
Course In: N30°14'16"E Course Out: S68°16'47"W
RP North: 5,772.1548' East: 5,743.6582'
End North: 5,754.0211' East: 5,698.1371'

Segment# 7: Line
Course: N23°55'16"E Length: 150.70'
North: 5,891.7766' East: 5,759.2427'

Segment# 8: Line
Course: S66°04'44"E Length: 211.38'
North: 5,806.0666' East: 5,952.4661'

Segment# 9: Line
Course: S23°55'16"W Length: 300.22'
North: 5,531.6341' East: 5,830.7334'

Perimeter: 933.70' Area: 42,570.72Sq.Ft.
Error Closure: 0.0004 Course: S10°46'03"W
Error North : -0.00036 East: -0.00007

Precision 1: 2,334,250.00

EXHIBIT B

RESOLUTION NO. 20-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING USE PERMIT NO. UP-20-02 TO ALLOW AN AUTOMOTIVE SERVICE STATION IN THE AUTOMOTIVE REGIONAL COMMERCIAL (CA) ZONING DISTRICT LOCATED AT THE NORTHEAST CORNER OF DEL MONTE BOULEVARD AND AUTO CENTER PARKWAY (APN 011-523-018).

WHEREAS, AUG Inc., Property Owner, and Barghausen Consulting Engineers, Applicant, have filed an application for Use Permit approval and the adoption of Text Amendments to Chapter 17 of the Seaside Municipal Code, to allow for an automotive service station; and,

WHEREAS, the Seaside Planning Commission held a duly noticed public hearing on April 22, 2020, to provide the City Council with a recommendation on the use permit and text amendments; and,

WHEREAS, the Seaside City Council held a duly noticed public hearing on May 21, 2020 to receive and consider oral comments concerning the proposed use permit and to introduce the first reading of the Ordinance adopting text amendments to Chapter 17 of the Seaside Municipal Code; and

WHEREAS, In accordance with the California Environmental Quality Act (CEQA) Guidelines 15072, a Mitigated Negative Declaration (MND) has been prepared for the proposed project and the text amendments to Chapter 17 of the Seaside Municipal Code. A Notice of Intent to adopt a MND for the project was circulated for a 20-day public comment period on February 4, 2020, which ended on February 24, 2020.

NOW, THEREFORE, BE IT RESOLVED, that the Seaside City Council adopts the following findings in support of and approve Use Permit Application No.20-02:

USE PERMIT FINDINGS

1) **The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Zoning Ordinance and the Municipal Code.**

Zoning Ordinance Conformance (These findings are predicated upon the text amendments of the Zoning Ordinance as proposed in Text Amendment SMA 20-01.)

Evidence: This project is located within the Automotive Regional Commercial (CA) Zoning District. The purpose of this district is to support automotive retail sales and ancillary automotive services. The proposed service station, as conditioned and with the proposed text amendments, to include service stations as a conditional use in the CA zoning District and modifications to the operating standards for service stations that are membership service stations with no on-site services other than dispensing fuel, would not be detrimental to surrounding properties and the general health, safety and welfare of the community in that:

a. *The scope of operations for the proposed service station would be compatible and provide support services for automotive related retail sales in the area.*

b. *The project site is located within an urban area of Seaside on a 0.98 acre portion of an existing auto dealership where existing infrastructure and support services (e.g. roadways, access drives, utilities) are already in place.*

c. *The uses surrounding the project site include the adjacent Seaside Auto Center, automotive repair services and a motel that will be separated from the project site via defined boundaries and four lane arterial roadways so that vehicle circulation, noise, and visual impacts will be mitigated.*

d. *The project site is zoned CA and has a General Plan designation of CRG, which provides opportunities for a mixture of both automotive retail and automotive service uses. The project site will be connected to an existing roadway within the auto center and adjacent to Del Monte Boulevard which will facilitate on-site circulation and traffic movements so as to not create any excessive delays and provide access to the site for both local and visitor-serving traffic.*

e. *The proposed project is consistent with the design and circulation pattern of the Seaside Auto Center and the required use permit will ensure that the proposed service station use is consistent with the City's development policies (e.g. Design, On-site vehicle circulation, Noise, Lighting, and compatible with the surrounding land uses) to protect the health, safety, and general welfare of the community.*

2) The proposed use is consistent with the General Plan and any applicable specific plan.

Seaside General Plan Conformance

The Seaside General Plan Land Use Designation for the project site is Regional Commercial (CRG). Regional Commercial uses are defined as large-scale commercial development with retail or service uses to serve a regional market.

The proposed project is consistent with the following General Plan Goals and Policies.

Land Use Element

Goal LU-1: Promote a mixture of land uses and a balance of jobs and housing to support a community in which people can live, work and play.

Policy LU-1.3: Encourage regional commercial and visitor serving commercial development that will enhance the identity of Seaside and attract visitors to the community.

Evidence: The proposed project and text amendment would provide complimentary and compatible infill development within an existing regional commercial auto center. The project site is located

within an urbanized area of the City and is surrounded by urban uses, including auto dealerships, motels, and restaurants. The proposed service station is located on a major arterial roadway and near other roadways with highway access to sufficiently meet the needs of local residents and visitors.

Evidence: The project site is located in an existing auto mall with commercial zoning. The proposed service station would be consistent with and support the existing General Plan land use category in that it would not displace any existing car sales or automotive repair services nor alter the balance of service stations in the City. The proposed project and text amendment would diversify the retail sales in the city and would increase City sales tax revenues that can be used to fund future City services. The car display lot on the project site has been deemed as being unnecessary for Cypress Coast Ford based on its distance from the showroom. The proposed project would diversify the retail sales in the city and would increase City sales tax revenues that can be used to fund future City services and attract visitors to the Auto Center.

Goal LU-2: Revitalize existing commercial areas.

Policy LU-2.7: Continue with the revitalization of the Seaside Auto Center.

Evidence: The proposed project consists of the development of a service station that would be compatible with the auto center and other surrounding land uses by maintaining and diversifying the focused auto retail services of the auto center. The addition of a service station in the Auto Center would also enhance economic viability of the existing auto center and provide a new retail amenity that would be located along a major arterial commercial roadway, compatible with the City's circulation network and surrounding land uses that would improve regional identity of the auto center.

Goal LU-4: Ensure that new development complements existing land uses and enhances the character of the community and its neighborhoods.

Policy LU-4.1: Require that all new development is compatible with surrounding uses, the site and available infrastructure.

Evidence: The proposed project would provide for infill development within the boundaries of an existing auto center located along a major arterial roadway in an urbanized area of the city's commercial corridor. The proposed project and text amendments would be consistent with the City's development standards and infrastructure in order to ensure compatibility with the land use characteristics of the local area and the adjacent existing development within the Auto Center

Goal LU8.1: Provide a level of flood control and protection that meets the needs of the community.

Policy LU-8.2: Ensure that developers provide stormwater retention/detention facilities and institute Best Management Practices that regulate runoff and siltation that meets local, State, and federal standards.

Evidence: The proposed development will be required to direct all on-site runoff to landscape swales or underground interceptors.

Goal ED-4: Attract and expand local serving retail and services in existing commercial areas.

Policy ED-4.1: Encourage the development of retail establishments that will reduce leakage of resident spending.

Evidence: The proposed project will provide an additional revenue source within an infill site to capitalize on both local and visitor serving customers to enhance the City's long-term revenue.

Goal ED-5.1: Attract new regional and visitor-serving businesses.

Policy ED-5.1: Attract and support commercial and employment generating development that is consistent with the General Plan and City ordinances.

Evidence: The proposed project and text amendments will enable and support the attraction of regional serving commercial uses to provide an enhanced revenue source and encourage the redevelopment of underutilized commercial properties.

Goal C-4: Ensure adequate parking is provided throughout Seaside

Policy C-4.1: Require off-street parking in new development and redevelopment projects.

Evidence: Based on the operating characteristics of the card lock, membership service station, dedicated off-street parking will not be necessary.

3) The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and planned future land uses in the vicinity.

Evidence: The proposed project is located in an existing auto center with a regional commercial zoning and General Plan Land Use designation. The proposed service station and text amendments to the Seaside Municipal Code would be consistent with and support the existing commercial development, as the new service station would serve to provide a visitor serving commercial use within an area of City well suited for regional commercial activity and would not alter the existing balance of land uses in the City. The proposed project would diversify the retail uses in the auto center and would increase the City sales tax revenues that can be used to fund future city services.

4) The site is physically suitable for the type, density and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

Evidence: The project site is served by existing water, wastewater, and electrical infrastructure and facilities with adequate capacity to serve the proposed project. As condition of approval, the applicant must receive clearance from the applicable public utility agency to permit the connection of standard utilities for the gas pumps and ancillary equipment to service the pumping of gasoline.

Evidence: *In accordance with a Traffic Impact Analysis (TIA) was prepared for the proposed project by Kittelson & Associates, Inc. (August 2019, Appendix E IS/MND), access to the site*

was determined to be adequate and not create any substantial impacts within the Auto Center or the adjoining streets/intersections. The analysis included an examination of the project traffic volumes and intersection Levels of Service (LOS) at the study intersections (Del Monte Boulevard/Tioga Avenue and California Avenue and Tioga Avenue) during the following peak periods:

AM Peak Period: 7:00 A.M to 9:00 A.M
PM Peak Period: 4:00 P.M to 6:00 P.M

Taking into account the unique nature of Costco membership requirements and operations associated with its service stations, for the past 18 years Kittelson and Associates, Inc. has maintained a database of traffic data and travel characteristics for Costco Wholesale. The database is updated periodically each time new Costco traffic counts or other travel information becomes available. Table 29 of the IS/MND illustrates trip data where 22-24 fueling pumps are in operation. The following trip type estimates were evaluated:

1. Net new "gas-only" trips
2. Shared trips with warehouse
3. Pass-by "gas-only" trips

The TIA concluded that additional trips generated by the proposed use would allow all studies intersections to continue to operate acceptably at LOS A or B. The location of the three islands with 12 pumps and site configuration on the property will accommodate the fueling of 24 vehicles, with additional stacking of another 32 vehicles behind the pumps, within two vehicle stacking lanes adjacent to the pumps, and within a left-turn lane that feeds into the stacking lanes.

5) Granting the permit would not be detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone district in which the property is located.

Evidence: The granting of Use Permit and Text Amendment would not create significant noise, traffic, or other conditions or situations that may be objectionable or detrimental to other existing or future uses in the vicinity or adverse to the public interest, health, safety, convenience, or welfare of the City.

BE IT FURTHER RESOLVED, the Seaside City Council hereby grants the approval of Use Permit Application No. 20-02 subject to the following terms and conditions:

Project Specific:

1. The proposed project shall substantially conform to the submitted plans for the project date stamped December 2020, on file with the Community Development Department, as herein modified, or as modified by the Community Development Director in accordance with Exhibit A – Project Plans. The director may also approve subsequent minor modifications to plans during plan check if such modifications are consistent with provisions of the Seaside Municipal Code (SMC) or other applicable regulations.

2. This approval shall become null and void unless the use is established within twelve (12) months of the date of adoption of the second reading of the text amendment for the project by the City Council. Time extensions may be granted if a written request and associated fee are received by the Community Development Department within 30 days prior to the expiration.

3. Unless otherwise specified, the conditions contained in this Attachment shall be complied with as specified, subject to review and approval by the Community Development Department.

4. As a condition of approval of UP-20-02, the applicant shall agree, at its sole cost and expense, to defend, indemnify, and hold harmless the City, its officers, employees, agents, and consultants, from any claim, action, or proceeding brought by a third -party against the City, its officers, agents, and employees, which seeks to attack, set aside, challenge, void, or annul an approval of the City Council, the Planning Commission, or any other decision- making body, including staff, concerning this project. The City agrees to promptly notify the applicants of any such claim or action filed against the City and to fully cooperate in the defense of any such action. The City may, at its sole cost and expense, elect to participate in defense of any such action under this condition.

5. All on- site signs shall comply with the City's Sign Code in Chapter 17.40 of the SMC.

6. All final exterior colors and materials shall be subject to review and approval of the Community Development Department and final field inspection by the Planning Division. Colors, materials and textures shall be noted on the construction plans.

7. The applicant shall obtain approval from the Monterey Bay Air Pollution Control District (MBAPCD) prior to the issuance of the building or grading permit. The applicant shall comply with all District regulations during construction.

8. Any noise generated by the proposed gasoline station, including any noise associated with construction, shall comply with the City's Noise Ordinance.

Business License Tax Conditions

9. Prior to the issuance of a Certificate of Occupancy, the applicant shall obtain a City of Seaside Business License Tax Certificate.

10. All taxable sales associated with the Costco Wholesale service station shall be booked in the City of Seaside.

LANDSCAPING

11. All proposed landscaping and/or irrigation plans shall comply with the approved plans and with the Monterey Peninsula Water Management District (MPWMD) Water Model Efficiency Landscape Ordinance. A Landscape Installation Certificate of Completion, certifying that

the landscaping was installed in accordance with the approved plans by a Landscape Contractor, shall be submitted to the Community Development Department prior to the final inspections by Building and Planning Divisions.

12. All plant materials shall be installed in a healthy condition, typical to the species, and shall be maintained in a neat and healthy condition. Maintenance includes, but is not limited to, trimming, mowing, weeding, removal of litter, fertilizing, regular watering, and replacement of dead or diseased dying plants.

MISCELLANEOUS

13. Adequate lighting shall be provided to illuminate the fueling area, subject to Community Development Department review and approval. Said lighting shall meet requirements set forth in the Building Security and California Fire Codes.

14. Fire and Police access and passage shall be permitted at all times.

15. The proposed project shall comply with the applicable requirements of the Monterey Peninsula Water Management District.

16. The issuance of building permits involving the installation of new water shall be subject to the availability of an adequate supply of water and sewer capacity to serve the project.

17. The permit shall have no force or effect unless and until accepted, and the terms thereof agreed to, in writing, by the applicant and property owner within fifteen (15) days from the date of its approval.

18. For purposes of assuring compliance, the applicant, agents, representatives or their assignees agree not to deny or impede access to the subject property by City employees in the performance of their duties.

USE RESTRICTIONS

19. Business hours are from 5:30 a.m. to 10:00 p.m. daily. Hours of operation may be modified by the Director of Community Development if it is determined that no impacts to surrounding tenants or properties will occur.

20. No outdoor storage is permitted or display of materials shall be permitted except allowed on the project approved site plan or as approved by the Zoning Administrator.

21. The subject property shall be maintained in a safe, clean and sanitary condition at all times. The property owners shall be responsible for the daily maintenance and up-keep of the businesses, including but not limited to trash removal, painting, graffiti removal, and maintenance of improvements to ensure that the facilities are maintained in a neat and attractive manner.

PLANCHECK SUBMITTAL

22. At the time of building or encroachment permit application, the plans shall comply with the latest edition of the 2019 California Building and Fire codes, City Ordinances, State, Federal laws, and regulations as adopted by the City Council.

23. Prior to submittal of a Storm Water Control Plan (SWCP), the applicant shall submit a deposit as specified in the Fees and Charges to the Public Works Department for the estimated cost of reviewing the SWCP.

24. Prior to any work in the public right-of-way, an Encroachment Permit shall be obtained from and applicable fees paid to the Public Works Department

25. Prior to issuance of a Building Permit, the applicant shall submit an underground storage tank plan to the Monterey County Health Department for review and approval.

26. The developer shall submit storm drain plans, prepared by a California registered professional civil engineer, depicting proposed storm drain improvements for the project. All storm drain improvements shall comply with the City of Seaside Construction Standards for Private Streets, Storm Drain and On -Site Private Improvements Manual

27. The developer shall submit precise grading plans, prepared by a California registered professional civil engineer, depicting proposed grading, erosion control and improvements for the project.

28. Any damage from the project done to existing public right-of-way improvements and/or utilities shall be repaired to the satisfaction of the City Engineer before final inspection.

29. Provide preliminary hydrology and hydraulic calculations to substantiate retention of storm water runoff for the entire redevelopment for the 95% storm event

30. Proposed project must implement storm water best management practices (BMPs) during construction.(SMC 8.46)

    a. Complete and submit the Storm water Compliance Tracking Form, with signature with building permit application.

    b. A project specific Erosion and Sediment Control Plan (ESCP) is required of the applicant as part of building permit application.

    c. If the disturbed area is greater than one (1) acre, a Storm water Pollution Prevention Plan (SWPPP) shall be prepared and a WDID obtained by the applicant from the State Water Quality Control Board. Submit the SWPPP for City of Seaside review.

32. Post-development peak storm water runoff rates shall not exceed predevelopment rate. A pro rata share of the cost of offsite erosion sediment, and flood control improvements and/or for maintenance to the principal drainage way may be required by the city engineer to handle the increase peak runoff and/or sediment generated by the project. (SMC 15.32.170)

a. As part of building permit application, develop civil grading and drainage plans to clearly show direction of storm water drainage from new or redeveloped impervious surfaces.

b. Oil/water separator shall be connected to the sanitary sewer system. A normally closed emergency shutoff valve shall be required on the outlet of the oil/water separator. Applicant to contact Monterey One Water for review and approval requirements for connection to the sanitary sewer system.

c. Drainage shall not be directed to adjacent properties.

33. As required by Attachment 1 to Resolution No. R3-2013-0032 of the Central Coast Regional Water Quality Control Board, the applicant shall develop a Storm Water Control Plan demonstrating compliance with performance requirements #1, #2, #3, and #4 as applicable.(SMC 8.46.130)

a. Applicant shall submit a Storm Water Control Plan prior to finalizing site plan or civil grading and drainage plans. Storm Water Control Plan shall be approved by the City prior to finalizing project civil grading and drainage plans and shall include hydrology and hydraulic calculations validating the design of conveyance, treatment and/or infiltration features.

i. Provide a soils engineering report describing the soil type and soil hydrologic soil group substantiating design of structural storm water control measures described within the Storm Water Control Plan.

b. Applicant shall submit architectural and civil grading and drainage plans with building permit application in substantial conformance to the approved Storm Water Control Plan.

i. Plans shall clearly denote, in table format, the pre-project impervious surface area, new impervious surface area created, replaced impervious surface area, and post-project impervious surface area.

c. Prior to issuance of occupancy, applicant shall execute and record as a deed restriction a Right of Entry and Maintenance Agreement. The Right of Entry and Maintenance Agreement shall:

i. Include indemnity, insurance and security requirements in conformance with the template provided by the City, and

ii. include an operation and maintenance (O&M) plan approved by the City stating that the property owner will conduct, and accepts responsibility for, maintenance of all storm water control measures (SCMs), and

iii. include a legal description of the property, and

iv. describe the methods and procedures for conducting periodic inspections and maintenances of all SCMs, and

v. require applicant to provide to the City each year during a period beginning on September 1 and ending no later than September 30 a statement certified by a licensed Civil Engineer or Qualified Storm water Developer (QSD) registered in the State of California stating that the SCM maintenance is in accordance with the O&M plan, and

vi. include a statement that transfers responsibility for maintenance of SCMs to future owners of the property.

34. Project shall provide ADA compliant path of travel across driveway approach fronting Del Monte Boulevard.

35. Vehicles shall only be permitted to make a right turn on to Del Monte Boulevard. Driveway approach shall be constructed to permit right turns only.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Seaside, State of California, on the 21st day of May, 2020, by the following vote:

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

Ian Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

EXHIBIT C

LEGEND

PARCEL LIMITS

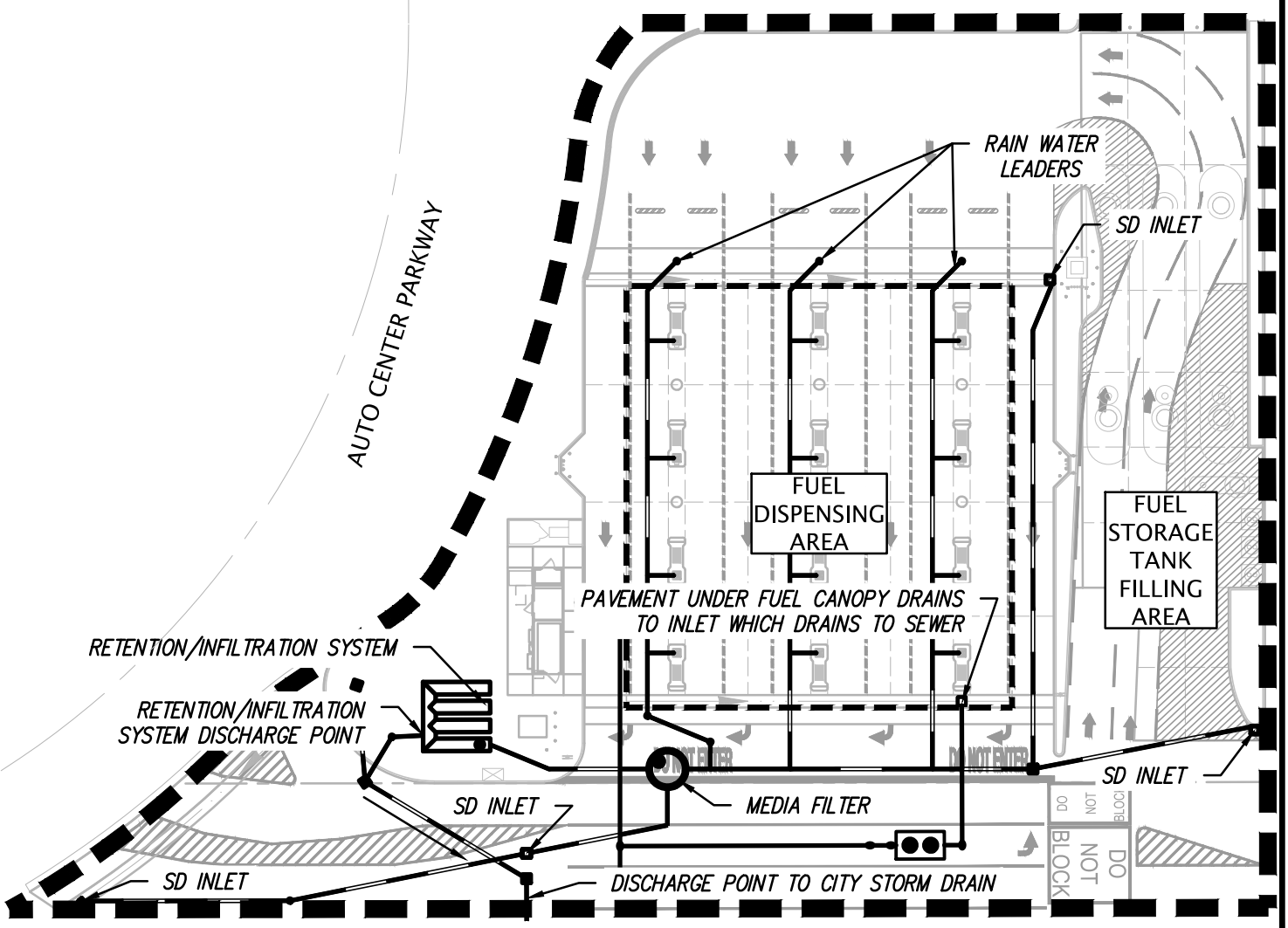
ROOF/CANOPY LIMITS

NORTH

0 20 40 80 120

Scale 1" = 40'

NOTE:
IMPERVIOUS PAVEMENT UNDER FUEL DISPENSING AREA CANOPY DRAINS TO SEWER. IMPERVIOUS FUEL FACILITY CANOPY DRAINS TO RAIN WATER LEADERS AND THEN TO THE MEDIA FILTER



KIER+WRIGHT
2850 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 245-8788
www.kierwright.com

EXHIBIT C

COSTCO SEASIDE FUEL FACILITY
COSTCO WHOLESALE CORPORATION

SEASIDE, CALIFORNIA

DATE	JAN 14, 2021
SCALE	1" = 40'
BY	JLM
JOB NO.	A11589-3
SHEET	1 OF 1

EXHIBIT D

Operation and Maintenance Plan for Stormwater Control Measures

Costco Seaside Fuel Facility

1840 Del Monte Boulevard,
Seaside, CA

APN: 011523018000

February 2021

Prepared by:

Kier & Wright Civil Engineers & Surveyors, Inc.
2850 Collier Canyon Road
Livermore, CA 94551
(925) 245-8788

Operation and Maintenance Plan (OPM) for Stormwater Control Measures (SCMs) at Costco Seaside Fuel Facility

General

*This Operation and Maintenance Plan (**OMP**) outlines the minimum operation and maintenance activities required for the stormwater control measures (**SCMs**) constructed as part of the Costco Seaside Fuel Facility (**Project**), located at 1840 Del Monte Boulevard, Seaside, CA 93955, Assessor's Parcel Number (APN) 011523018000.*

In addition to being kept by the Owner as part of the Project Manual, this OMP is an attachment to a Maintenance Agreement which will be recorded at the County Recorder's office.

This OMP was prepared pursuant to the "Post Construction Stormwater Management Requirements for Development Projects in the Central Coast Region", Central Coast Regional Water Quality Control Board Resolution No. R3-2013-0032 and the "Technical Guide for Low Impact Development" by Monterey Regional Stormwater Management Program dated February 18, 2014.

Responsibilities

*The property owner, AUG LLC., (**Owner**), is responsible for insuring the operator, Costco Wholesale Corporation or its successors, implements proper facility operation, inspection, and maintenance. SCMs installed as part of the Project must be operated, inspected, and maintained for the life of the Project. Any change or alteration, or the failure to properly operate and maintain any feature described herein, could result in fines or other actions by the City of Seaside (**Municipality**), or by a state or federal authority. Furthermore, if SCM maintenance is not adequate, the Municipality may conduct inspections and repairs, at the Owner's expense. For more information please refer to the Maintenance Agreement.*

Owner agrees to inspect and maintain the SCMs based on the schedule and procedures identified within this Operation and Maintenance Plan. Each year during a period beginning on September 1 and ending no later than September 30, and at the time of any sale or other transfer of title to the Property, Owner shall provide the City with a Maintenance Certificate (Exhibit E of the Maintenance and Right of Entry Agreement) certifying that the SCMs have been recently inspected and are functioning in compliance with the Operation and Maintenance Plan or, if such SCMs were not in compliance with the Operation and Maintenance Plan, what measures have been taken to bring the SCMs and the maintenance thereof into compliance with the Operation and Maintenance Plan. Proof of maintenance, such as copies of maintenance records and/or receipts shall be included with the Maintenance Certificate. The certificate must be completed and stamped by a licensed civil engineer; or by another qualified person approved in advance by the City.

*Updated information, including contact information (**Appendix B**), must be provided to the Municipality if and when the property is sold, or whenever there is a change to one of the listed responsible parties.*

Facilities to be Maintained

The facilities which are constructed as part of the Project, and which must be operated, inspected, and maintained, are listed in **Table 1**, *below. SCM locations and their tributary areas are shown graphically in* **Attachment 1**. *For more detailed construction information see the plans and specifications entitled Costco Seaside Fuel Facility. For facility sizing information see the Storm Water Control Plan (***Appendix D***).*

Operation and Maintenance Plan (OPM) for Stormwater Control Measures (SCMs) at Costco Seaside Fuel Facility

Table 1. Facilities to be Maintained

1. *General Site Features including asphalt and concrete pavements, landscaped areas, gutters and swales, drain inlets, and storm drain pipes.*
2. *Contech StormFilter, 96" Manhole, 10 Low Drop Filter Cartridges with Phosphosorb Filter Media*
3. *Contech 36" Perforated Underground CMP Retention System*

These facilities must be operated, inspected and maintained in accordance with the Fact Sheets provided in **Attachment 2**.

Prepared by:

David Garrett Readler, P.E., QSD
2850 Collier Canyon Road
Livermore, CA 94551
(925) 245-8788

02/11/2021

Name and title of engineering stamping the O&M Plan — *Date*

Attachments:

1. *Map of SCMs to be Maintained*
2. *O&M Summary*

Appendices:

(Note: due to the limitations associated with title records, the Appendices are not included in the recorded Maintenance Agreement. Appendices are included in the OMP submitted to the Owner and to the City, and must be made available by the Owner to the Municipality upon request, for the life of the Project.)

A. *Manufacturer Fact Sheets*
B. *Responsible Parties*
C. *Storm Water Control Plan*
D. *Engineer's Certificate of Construction*

Attachment 1

Map of Treatment Facilities to be Maintained

LEGEND

PARCEL LIMITS

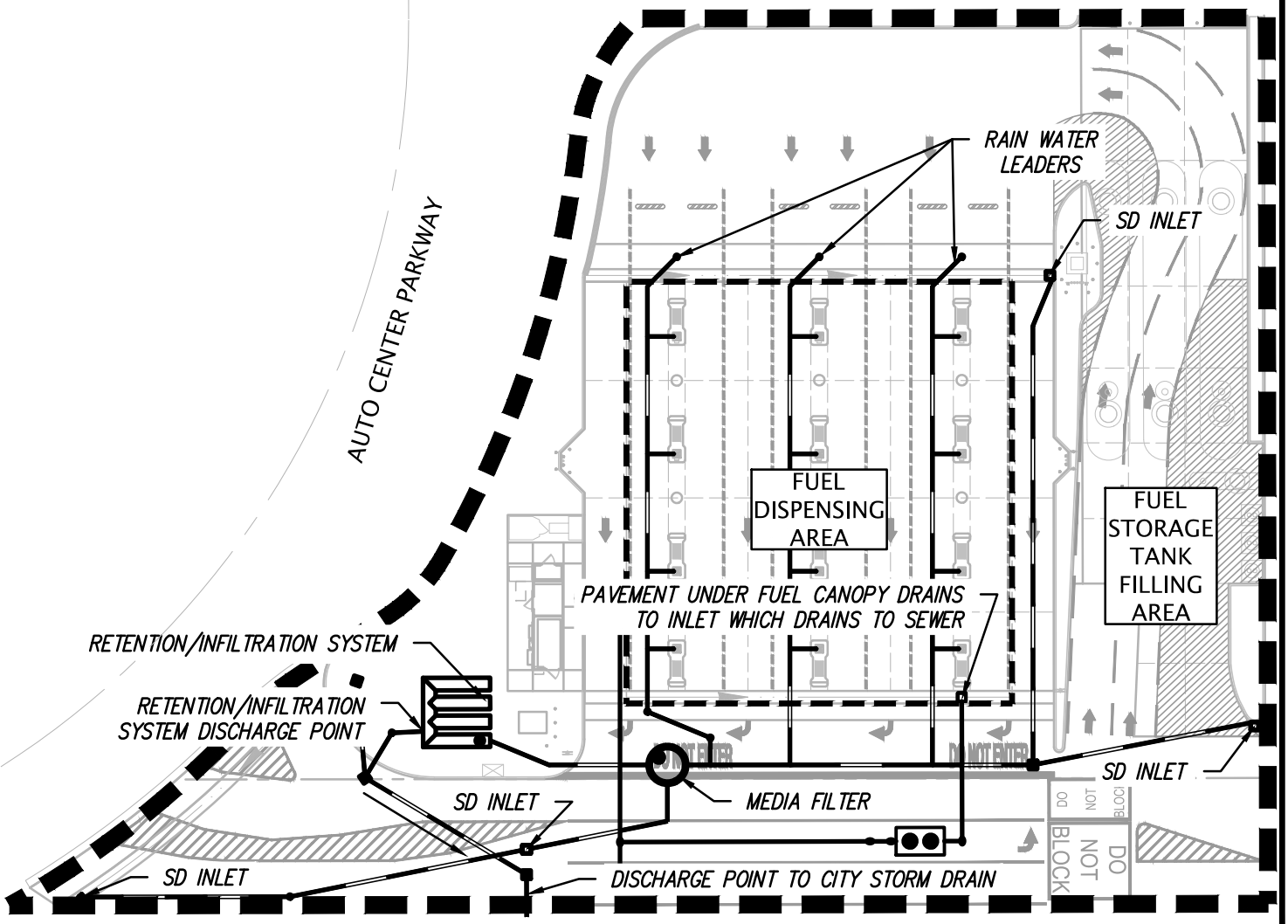
ROOF/CANOPY LIMITS

NORTH

0 20 40 80 120

Scale 1" = 40'

NOTE:
IMPERVIOUS PAVEMENT UNDER FUEL DISPENSING AREA CANOPY DRAINS TO SEWER. IMPERVIOUS FUEL FACILITY CANOPY DRAINS TO RAIN WATER LEADERS AND THEN TO THE MEDIA FILTER



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FACILITY MAP

COSTCO SEASIDE FUEL FACILITY
COSTCO WHOLESALE CORPORATION

SEASIDE, CALIFORNIA

DATE	JAN 14, 2021
SCALE	1" = 40'
BY	JLM
JOB NO.	A11589-3
SHEET	1 OF 1

Attachment 2

Stormwater Facility Operation and Maintenance Summary

▸ GENERAL SITE AND STORM DRAINAGE FACILITY MAINTENANCE

Pavements:

1. *Collect trash and sweep pavements regularly to prevent accumulation of soil, debris, and trash.*

Landscaping:

1. *Remove debris and trash regularly.*
2. *Prune or cut back plants for health and to ensure stormwater is able to flow into inlets and through curb cuts.*
3. *Control weeds by manual methods. If problem areas occur, corn gluten, white vinegar, vinegar-based products such as Burnout, or non-selective natural herbicides such as Safer's Sharpshooter may be used.*
4. *Fertilizer and pesticide use should be limited and conducted by appropriate professionals.*
5. *Examine the vegetation to ensure that it is healthy and dense enough to protect soils from erosion. Remove and replace all dead and diseased vegetation.*
6. *Replenish mulch as necessary. Mulch may be added from time to time to maintain a mulch layer thickness of 3".*
7. *Confirm that irrigation system is operating properly. Inspect all valves for proper on/off function and adjust as required. Inspect filters at valves and remove debris. For point source drip irrigation, inspect emitters and drip line for proper water flow and check that emitters are not clogged.*

Storm Drain Inlets and Pipes

1. *Maintain and periodically repaint or replace "No Dumping – Flows to Bay" drain inlet markings.*
2. *Clean storm drain inlets and other conveyance structures before the wet season to remove sediments, trash and debris accumulated during the summer.*
3. *Conduct inspections and clean and maintain storm drain inlets and storm drain pipes during the rainy season on a frequency necessary to maintain the system in proper working order.*

4. *Look for evidence of illegal discharges or illicit connections during routine maintenance of drainage structures:*
    a. *Is there evidence of spills such as paints, discoloring, etc?*
    b. *Are there any odors associated with the drainage system?*
    c. *Record locations of apparent illegal discharges/illicit connections.*
    d. *Track flows back to potential dischargers and conduct aboveground inspections. This can be done through visual inspection of upgradient manholes or alternate techniques including zinc chloride smoke testing, fluorometric dye testing, physical inspection, or television camera inspection.*
    e. *Eliminate the discharge once the origin of flow is established.*

Annually, prior to the beginning of the rainy season:

1. *Remove trash, debris, dead vegetation, and accumulated sediment.*
2. *Visually inspect all facilities to determine if any maintenance activities are required in order to be prepared for the upcoming season.*
3. *If necessary, replenish rock splash pads, gravel linings, mulch, or other material used to control drainage.*
4. *Inspect drainage outlets for signs of erosion or plugging.*
5. *Inspect soil slopes for evidence of instability or erosion.*

Annually, at the end of the rainy season:

1. *Remove trash, debris, vegetation, and accumulated sediment.*
2. *Determine if any maintenance, repair, or rehabilitation activities should be scheduled, since many of these activities need to be performed during the dry season.*
3. *Manually flush all valves serving subsurface drip zones.*

Stormwater Facility Operation and Maintenance Summary

▸ CONTECH STORMFILTER, 96” MANHOLE, 10 LOW DROP FILTER CARTRIDGES WITH PHOSPHOSORB FILTER MEDIA

- ☐ *Visually inspect the external condition of the unit and take notes concerning defects/problems.*
- ☐ *Open the access portals to the vault and allow the system to vent.*
- ☐ *Without entering the vault, visually inspect the inside of the units, and note accumulations of liquids and solids.*
- ☐ *Record the level of sediment build-up on the floor of the vault, in the forebay, and on top of the cartridges. If flow is occurring, note the flow of water per drainage pipe. Record all observations. Digital pictures are valuable for historical documentation.*
- ☐ *If appropriate, make notes about the local drainage area relative to ongoing construction, erosion problems, or high loading of other materials to the system.*
- ☐ *Discuss conditions that suggest maintenance and decide whether maintenance is needed.*

Inspection Report

Date: _____ Personnel: _____

Location: _____ System Size: _____ Months in Service: _____

System Type: Vault ☐ Cast-In-Place ☐ Linear Catch Basin ☐ Manhole ☐ Other: _____

Sediment Thickness in Forebay: _____ Date: _____

Sediment Depth on Vault Floor: _____

Sediment Depth on Cartridge Top(s): _____

Structural Damage: _____

Estimated Flow from Drainage Pipes (if available): _____

Cartridges Submerged: Yes ☐ No ☐ Depth of Standing Water: _____

StormFilter Maintenance Activities (check off if done and give description)

☐ Trash and Debris Removal: _____

☐ Minor Structural Repairs: _____

☐ Drainage Area Report _____

Excessive Oil Loading: Yes ☐ No ☐ Source: _____

Sediment Accumulation on Pavement: Yes ☐ No ☐ Source: _____

Erosion of Landscaped Areas: Yes ☐ No ☐ Source: _____

Items Needing Further Work: _____

Owners should contact the local public works department and inquire about how the department disposes of their street waste residuals.

Other Comments:

_____

_____

_____

_____

_____

_____

_____

_____

Review the condition reports from the previous inspection visits.

StormFilter Maintenance Report

Date: _____ Personnel: _____

Location: _____ System Size: _____

System Type: Vault ☐ Cast-In-Place ☐ Linear Catch Basin ☐ Manhole ☐ Other: _____

List Safety Procedures and Equipment Used: _____

_____

_____

System Observations

Months in Service: _____

Oil in Forebay (if present): Yes ☐ No ☐

Sediment Depth in Forebay (if present): _____

Sediment Depth on Vault Floor: _____

Sediment Depth on Cartridge Top(s): _____

Structural Damage: _____

Drainage Area Report

Excessive Oil Loading: Yes ☐ No ☐ Source: _____

Sediment Accumulation on Pavement: Yes ☐ No ☐ Source: _____

Erosion of Landscaped Areas: Yes ☐ No ☐ Source: _____

StormFilter Cartridge Replacement Maintenance Activities

Remove Trash and Debris: Yes ☐ No ☐ Details: _____

Replace Cartridges: Yes ☐ No ☐ Details: _____

Sediment Removed: Yes ☐ No ☐ Details: _____

Quantity of Sediment Removed (estimate?):

Minor Structural Repairs: Yes ☐ No ☐ Details: _____

Residuals (debris, sediment) Disposal Methods: _____

Notes:

_____

_____

_____

_____

_____

_____

_____

Stormwater Facility Operation and Maintenance Summary

CONTECH 36” PERFORATED UNDERGROUND CMP RETENTION SYSTEM

- ☐ *Inspect the system for accumulated sediment or trash clogging the discharge orifice and take additional maintenance measures as needed.*
- ☐ *Systems should be rinsed, including above the spring line annually. The cleanout should be scheduled during dry weather.*
- ☐ *Ensure that drain down is occurring within 48 hours.*

City of Seaside

Stormwater Management Facilities

Annual Maintenance Certificate

For Calendar Year _____

I, _____ certify that the stormwater control measures (SCM) at
Print Name

_____ (Address), with

_____ (APN),

identified in the Storm Water Control Plan (SWCP) dated_____ developed for the property have been properly operated and maintained during the preceding year, and have been recently inspected during a period beginning on September 1 and ending no later than September 30 and repaired as necessary to ensure continued proper operation.

(Attach copies of any maintenance records and/or receipts, if applicable)

_____ _____
Signature Date

_____
Title

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualilfied personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief true, accurate and complete.

This Certificate shall be certified by a licensed engineer, or other qualified professional approved by the City, and submitted no later than October 1 annually.

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: July 1, 2021

SUBJECT: **ESTABLISH THE POSITIONS OF PARKING COMPLIANCE SPECIALIST, ASSISTANT PLANNER, AND CODE COMPLIANCE SPECIALIST**

RECOMMENDATION

Approve the resolution establishing the positions of Assistant Planner, Parking Compliance Specialist, and Code Compliance Coordinator

BACKGROUND

The purpose of this item is to establish new job classifications that were approved in the 2021/2022 Adopted Budget.

The Parking Compliance Specialist will be assigned to the Police Department and be represented by the Seaside Police Officers' Association. The top step hourly pay rate will be set at $34.37 which is equivalent to the Community Services Officer rate of pay. The position will perform a variety of routine to complex technical and public contact duties related to the City's motor vehicle parking laws including the identification, investigation, and citation of violators, and other related duties as outlined in the attached job description.

The Assistant Planner will be assigned to the Community, Economic Development, and Housing Department and will be represented by the Seaside City Employees' Association. The top step hourly pay rate will be set at $41.60 based on the median of the survey market. Incumbents in this classification will perform technical planning work including assisting the public with planning and application information, conducting field inspections, preparing reports and illustrations, and other related duties as outlined in the attached job description.

The City is changing the name of the Code Enforcement Program to Code Compliance Program. The Code Compliance Coordinator will be assigned to the Building & Code Compliance Department and will perform Code Compliance work and serve as the lead worker for that program. The position will be represented by the Seaside City Employees Association and the top step hourly pay rate will be set at $43.93 per hour which is 10% above the Code Enforcement Officer classification. As we move to modernize our job titles, the Code Enforcement Officer position will be retitled to Code Compliance Technician.

FISCAL IMPACT

This item is administrative in nature and has no fiscal impact. All costs associated with the new positions have been incorporated into the Fiscal Year 2021 / 2022 Draft Budget.

ATTACHMENTS

1. Assistant Planner Job Description
2. Parking Compliance Specialist Job Description
3. Code Compliance Coordinator Job Description
4. Resolution

Reviewed for Submission to the City Council by:

Craig Malin, City Manager

JULY 2021
FLSA: NON-EXEMPT

ASSISTANT PLANNER

DEFINITION

To perform technical planning work including assisting the public with planning and application information; conduct field inspections; prepare planning reports; prepare various illustrations for planning activities; assist in the development and implementation of procedures for maintaining property, administrative and infrastructure data records; mapping projects utilizing conventional and computer assisted techniques; review and evaluation of land use and permit applications. Responsibility areas can include long range planning activities, general plan amendments, project design, and moderately complex as well as routine current planning projects.

SUPERVISION RECEIVED AND EXERCISED

Employees in these classifications receive general supervision from the Department Director or assigned staff. Employees in these classifications are not directly responsible for supervision of other planning staff, although they may provide supervision of work product to technical, administrative, or intern staff.

CLASS CHARACTERISTICS

This is the entry-level class in the professional planning series. Work includes assignments in the area of planning, environmental analysis and zoning administration, including the enforcement of zoning and related development regulations. Requires the application of fundamental planning principles. Assignments are generally limited in scope and within the design and procedural framework established by higher-level employees. However, as experience is acquired, the employee performs with increasing independence. This class is distinguished from that of the Associate Planner by less complex assignments received and less independence/discretion exercised.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Assists and answers public inquiries at the customer service counter or over the phone.
- Processes administrative approvals, such as fence height exceptions and temporary use permits.
- Prepares maps, charts and other illustrative materials for various planning reports, staff, and Commission information and general distribution.
- Maintains and updates information contained in the Community Development Department Internet Web Site.

- Assists with generating data and preparing staff reports for land use projects.
- Reviews use permits environmental assessment applications; prepares initial findings; checks plans and permit applications for zoning, signs. Additional or expanded functions required for Assistant Planner:
- Coordinates and cooperates with other City departments and outside agencies; gathers land use data, addresses public input and concerns, prepares plan amendments/revisions and reviews development proposals consistent with local, federal and state laws and guidelines, and provides information on land use and zoning codes, laws, regulations, and ordinances affecting construction and other land use proposals.
- Researches and interprets data, performs necessary field work, and prepares staff reports for various commissions concerning land divisions, site plans, architectural review, variances, use permits, etc.
- Presents and prepares staff evaluations and recommendations for projects at public hearings and various commission meetings including the Planning Commission and Architectural Review Commission; prepares follow-up reports as necessary.
- Assists with preparation of long-range planning documents as assigned.
- Performs project management duties for short-term City projects of small to medium size with increasing complexity and impact.
- Checks for compliance with Zoning Regulations and addressing through follow-up letters and field inspections.
- Assists in field inspections of approved projects to assure the projects are being completed in accordance with approved conditions.
- Performs administrative tasks including staffing of the public counter, building plan check review, business license review, ordinance enforcement, sign permit review, issuing of permits, filing, packet preparation, and collecting fees.
- Prepares diagrams, charts, and other graphic exhibits to accompany staff reports and technical studies.
- Builds and maintains positive working relationships with coworkers, other City employees, and the public using principles of good customer service.
- Conducts field inspections of construction and other land use projects to verify that the conditions of project approval are being met.
- Processes planning development permits for timely action and acts as a liaison between the project applicant, the City, and the community.
- Assists in preparing applications for and administering State/Federal grants.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Nomenclature, symbols, methods, and techniques used in mapping and drafting.
- GIS software such as Arc View (Arc Info desirable).
- Internet software and functions, including HTML conversion and web page development.
- Basic principles and functions of land use planning.
- Analyzing data.
- Computer operations, including workstation, PC and peripherals.
- Research methods for records and maps.
- Theory, principles, and practices of land use, transportation, housing, and revenue planning.
- Purposes, policies, and procedures of the City Council, Planning Commission, and other agencies concerned with public planning and community development.
- Current laws and trends in federal, state, regional, and local planning.
- Statistical and research methods as applied to the collection and tabulation of data affecting public planning.
- Laws, ordinances, rules, and regulations affecting general plans, zoning, development, environmental review, and land use, including but not limited to CEQA, planning and zoning laws, and the Subdivision Map Act.

Ability to:

- Skillfully prepare drafting presentations of data, plans and maps.
- Collect, analyze, and compile data pertaining to planning and zoning functions.
- Establish and maintain records.
- Interpret planning codes and ordinances.
- Research and interpret Assessor's parcel maps and recorded maps.
- Read plans and legal descriptions.
- Prepare technical reports of moderate complexity.
- Develop, sequence and document procedures.
- Effectively communicate in both oral and written forms.

- Establish and maintain effective work relationships with those contacted in the performance of required duties.
- Deal tactfully, patiently, courteously, diplomatically and persuasively with the public.
- Collect, analyze, and interpret technical, statistical, and related information pertaining to planning and zoning research.
- Organize, conduct, coordinate, and present planning research studies.
- Prepare both concise and comprehensive oral and written reports.
- Act as information source to others regarding planning practices to include specialty area as assigned.
- Oversee the development/revision and preparation of maps, charts, and graphic illustrations.
- Effectively make presentations to large and small groups in both formal meetings and group discussion environments.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Any combination equivalent to a Bachelor's Degree in urban planning, public administration or a related field; and two (2) years progressively responsible professional work experience in the planning field. A Master's Degree in urban planning, public administration or a related field may be substituted for two (2) years of planning experience.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, to inspect City development sites, including traversing uneven terrain, climbing ladders, stairs, and other temporary or construction access points; to operate a motor vehicle and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve

data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may work in the field and occasionally be exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

June 2021
FLSA: NON-EXEMPT

PARKING COMPLIANCE SPECIALIST

DEFINITION

Under general supervision, performs a variety of routine to complex technical and public contact duties related to the City's motor vehicle parking laws including the identification, investigation, and citation of violators; investigates citizen complaints of parking violations and issues citations; and performs related work as required.

DISTINGUISHING CHARACTERISTICS:

Receives general supervision from assigned supervisory or management personnel. Exercises no supervision of staff.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Receive, record, and investigate complaints from the public and staff regarding violations of motor vehicle parking regulations; document violations by securing photographs and other pertinent data; research ownership records, prior complaints, municipal codes and ordinances, and State regulations to establish whether a violation has occurred.
- Provide information to violators and the general public; explain and cite codes regarding traffic tickets, parking citations, and general parking laws and ordinances; respond to all questions, complaints, and inquiries.
- Assist with controlling or re-routing traffic during emergencies, funeral processions, or traffic accidents.
- Maintain necessary records.
- Coordinate with Vehicle Abatement on abandoned vehicle issues.
- Appear in court on challenged citations.
- Must be available for weekend, holiday, evening and shift work.
- Support the relationship between the City of Seaside and the general public by demonstrating courteous and cooperative behavior when interacting with citizens, visitors, and City staff.
- Maintain confidentiality of work-related issues and City information.
- Perform other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles, practices, methods, and techniques of vehicle code violation investigation and compliance governing parking, traffic, and vehicle abandonment.
- Methods and procedures used in vehicle code compliance including citation issuance procedures.

- Applicable Federal, State, and local laws, rules, regulations, ordinances, and organizational policies and procedures related to motor vehicle parking and abatement.
- Geography of the city including layout of streets.
- Research and reporting methods, techniques, and procedures.
- Principles and procedures of record-keeping, technical report writing, and preparation of correspondence and presentations.
- Safety practices related to the work, including safe driving rules and practices.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, spelling, vocabulary, grammar, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public and City staff.

Ability to:

- Explain codes and regulations to violators and the general public.
- Interpret, apply, explain, and ensure motor vehicle parking compliance with applicable Federal, State, and local laws, rules, regulations, policies and procedures.
- Respond to inquiries, complaints, and requests for service in a fair, tactful, and timely manner.
- Prepare clear and concise reports, correspondence, and other written materials.
- Maintain accurate logs, records, and basic written records of work performed.
- Make accurate arithmetic and statistical computations.
- Organize own work, set priorities, and meet critical time deadlines.
- Operate office equipment and computer applications related to the work.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education: Graduation from high school or GED equivalent.

Experience: Considerable experience involving public contact.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to inspect various City sites, including traversing uneven terrain, climbing ladders, stairs, and other temporary or construction access points; to attend meetings and to operate a motor vehicle; vision to read printed materials and a computer screen, and make inspections; and hearing and speech to communicate in person, before groups, and over the telephone. This is partially a sedentary office and partially a field operations classification; frequent standing and walking between work areas is required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 40 pounds.

ENVIRONMENTAL ELEMENTS

Employees work partially in an office environment with moderate noise levels and controlled temperature conditions, and partially in the field and are occasionally exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibrations, and hazardous materials. Employees may interact with upset staff and/or public and private representatives and contractors in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

Must be able to pass background investigation. The position requires the ability to work a flexible schedule including weekends, evenings, and holidays.

JULY 2021
FLSA: NON-EXEMPT

CODE COMPLIANCE COORDINATOR

DEFINITION

Under general supervision, performs a variety of routine to complex technical and public contact duties related to the City's code compliance program, including the identification, investigation, and correction of violations of the City's municipal, zoning, housing, and development codes; investigates citizen complaints of public nuisances and quality of life issues and seeks voluntary compliance or issues citations and initiates abatement procedures; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Chief Building Official. Exercises technical and functional supervision over assigned staff.

CLASS CHARACTERISTICS

The incumbents in this classification, serve as a lead worker and assist the supervisor by providing leadership and direction to administrative and code compliance team members. The employee is assigned projects by the supervisor, but has considerable flexibility in determining the timing, work process, and specific steps of each project. Incumbents are expected to work independently and exercise judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations where appropriate so that qualified employees can perform the essential functions of the job.

- Receives, records, and investigates complaints from the public and staff regarding violations of building, and zoning codes, ordinances, housing standards, and health and safety regulations; documents violations by securing photographs and other pertinent data; researches ownership records, prior complaints, municipal codes and ordinances, and State regulations to establish whether a violation has occurred.
- Initiates contacts with residents, business representatives, and other parties to explain the nature of incurred violations and to encourage compliance with City codes, ordinances, and community standards; initiates abatement of dangerous properties and vector control issues of vacant properties; provides confirmation regarding code regulations to the public by telephone and in person.
- Makes drive-by or on-site inspections of residential, industrial, and/or commercial areas; notes possible violations at other property sites during the course of field investigations.
- Prepares and issues notices of violation for noncompliance, final notices, and misdemeanor and parking citations on private property and other correspondence according to applicable codes and regulations; issues letters to property owners notifying them of violation; as appropriate, affixes a notice of violation on property to abate fire and public safety hazards and nuisances.
- Meets with City planning, building, engineering, police, and public works staff and legal counsel regarding complaints; coordinates activities with other code compliance personnel and departments.
- Coordinates and conducts follow-up abatement procedures including the preparation of additional correspondence, site visits, and communication with property owners and attorneys; conducts follow-

up investigations to ensure compliance with applicable codes and ordinances; prepares non-compliance cases for legal action; presents testimony at hearings.
- Provides information to violators, the general public, business community, and other government agencies regarding codes, laws, and ordinances; responds to questions, complaints, and inquiries.
- Drafts and recommends revisions to City code compliance policies, procedures, and standards.
- Recommends, develops, and administers policies, procedures, and projects to ensure efficient and effective code compliance activities in compliance with City guidelines, standards, goals, and objectives.
- Performs a variety of public relations and outreach work related to assigned activities.
- Maintains files, databases, and records related to citations and violations; prepares a variety of written reports, memoranda, and correspondence.

Provides leadership and supervision to assigned staff.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Basic principles of supervision and training.
- Principles, practices, methods, and techniques of code violation investigation and compliance.
- Methods and procedures used in code compliance including citation issuance procedures, methods used to obtain various types of inspection warrants, and principles used to prepare legal documents.
- Practices for documenting inspections, correcting violations, and carrying through on court procedures.
- Basic requirements of zoning and related codes, ordinances, and regulations.
- Applicable Federal, State, and local laws, rules, regulations, ordinances, and organizational policies and procedures relevant to assigned area of responsibility.
- Legal descriptions and boundary maps of real property and legal terminology as used in code compliance.
- Occupational hazards and standard safety practices necessary in the area of code compliance.
- Research and reporting methods, techniques, and procedures.
- Principles and procedures of record-keeping, technical report writing, and preparation of correspondence and presentations.
- Safety equipment and practices related to the work, including safe driving rules and practices.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, spelling, vocabulary, grammar, and punctuation.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, various business, professional, educational and regulatory organizations, and with property owners, developers, contractors, and the public.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Explain codes and regulations to property owners, residents, and others.
- Interpret, apply, explain, and ensure compliance with applicable Federal, State, and local laws, rules, regulations, policies and procedures.
- Understand and explain occupational hazards and standard safety practices related to code compliance.
- Identify and respond to issues and concerns of management, City government, a variety of professional groups, commissions, and committees, and the general public.

- Effectively represent the department and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations and in meetings with individuals.
- Respond to inquiries, complaints, and requests for service in a fair, tactful, and timely manner.
- Prepare clear and concise reports, correspondence, and other written materials.
- Maintain accurate logs, records, and basic written records of work performed.
- Make accurate arithmetic, financial, and statistical computations.
- Organize own work, set priorities, and meet critical time deadlines.
- Operate office equipment and computer applications related to the work.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to the completion of the twelfth (12th) grade supplemented by some college-level coursework or technical training in code compliance and three (3) years of increasingly responsible municipal code compliance experience.

Licenses and Certifications:

- Possession of a valid California Driver's License.
- Possession of one of the following certifications:
    - CACEO (California Association of Code Enforcement Officers) as Code Enforcement Officer; or
    - ICC (International Code Council/American Association of Code Enforcement) as Housing Code Official, Housing and Zoning Specialist, ICC/AACE Property Maintenance and Housing Inspector, ICC/AACE Code Enforcement Administrator, or ICC/AACE Code Enforcement Officer.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to inspect various City sites, including traversing uneven terrain, climbing ladders, stairs, and other temporary or construction access points; to attend meetings and to operate a motor vehicle; vision to read printed materials and a computer screen, and make inspections; and hearing and speech to communicate in person, before groups, and over the telephone. This is partially a sedentary office and partially a field operations classification; frequent standing and walking between work areas is required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 40 pounds.

ENVIRONMENTAL ELEMENTS

Employees work partially in an office environment with moderate noise levels and controlled temperature conditions, and partially in the field and are occasionally exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, and hazardous physical substances

and fumes. Employees may interact with upset staff and/or public and private representatives and contractors in interpreting and enforcing departmental policies and procedures.

Must be able to work a flexible schedule that includes weekends and/or evenings.

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE CREATING THE CLASSIFICATIONS OF PARKING COMPLIANCE SPECIALIST, ASSISTANT PLANNER, AND CODE COMPLIANCE COORDINATOR

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 create the Parking Compliance Specialist classification in the Police Department; and

WHEREAS, the Parking Compliance Specialist will be assigned to the Police Officers' Association bargaining unit and paid a top step hourly pay rate of $34.37, which is equivalent to the Community Services Officer; and

WHEREAS, there is a need to create the Assistant Planner classification in the Community, Economic Development, and Housing Department; and

WHEREAS, the Assistant Planner will be assigned to the Seaside City Employees' Association bargaining unit and paid a top step hourly pay rate of $41.60; and

WHEREAS, there is a need to create the Code Compliance Coordinator classification in the Building & Code Compliance Department; and

WHEREAS, the Code Compliance Coordinator will be assigned to the Seaside City Employees' Association bargaining unit and paid a top step hourly pay rate $43.93; 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 because of this change.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the addition of these new positions as proposed.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of July 2021, by the following vote:

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

APPROVED:

_____
Ian N. Oglesby, Mayor

ATTEST:

_____
Dominique L. Davis, City Clerk

CITY OF SEASIDE
STAFF REPORT

Item No.: 9.A.

TO: City Council

BY: Dana Morrison, Associate Planner

DATE: July 1, 2021

SUBJECT: **INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL AMENDING SEASIDE MUNICIPAL CODE (SMC) CHAPTERS RELATING TO FAMILY HOME DAYCARES, SPECIFICALLY, SMC 17.52.050 (DAY CARE FACILITIES), 17.98 (DEFINITIONS), 17.12.030 TABLE 2-1 (ALLOWED LAND USES AND PERMIT REQUIREMENTS), AND 17.14.030 TABLE 2-4 (ALLOWED LAND USES AND PERMIT REQUIREMENTS). AMENDMENTS ARE PROPOSED TO ACHEIVE COMPLIANCE WITH STATE LAW. (FIRST READING, ROLL CALL VOTE)**

PURPOSE & RECOMMENDATION

Introduction and first reading of an Ordinance of the City Council of the City of Seaside amending the following sections of the Seaside Municipal code to align with State law regarding Family Daycare Homes: 17.52050, 17.98, 17.12.030 Table 2-1, and 17.14.030 Table 2-4.

BACKGROUND

According to the State Legislature, California has a tremendous shortage of regulated childcare, and only a small fraction of families who need childcare have it; parents should be able to support their families without having to sacrifice their child's well-being. Family Daycare Homes, as defined by the State, are facilities that regularly provide care, protection, and supervision for 14 or fewer children, in the provider's own home, for periods of less than 24 hours per day. Family Daycare Homes are classified as follows:

1. Small Family Daycare Home involves the use of a dwelling for eight

(8) or fewer children, including children under 10 years of age who reside at the home.

2. Large Family Daycare Home involves the use of a dwelling for seven (7) to fourteen (14) children, including children under 10 years of age who reside at the home. *Note: these definitions are pulled directly from SB 234.*

In September of 2019 the Governor signed into law Senate Bill 234 (SB 234) - Family Daycare Homes amending sections 1596.72 – 1597.543 of the Health and Safety Code. According to the Senate Bill, licensed Family Daycare Homes play an important role in the childcare market – providing flexible hours, affordable care, and low staff-to-child ratios in a home environment. This bill reduces barriers and costs to those operating or wanting to operate licensed Family Daycare Homes. More specifically, SB 234 prohibits jurisdictions from levying any type of business license fee or tax on Small and Large Family Daycare Homes. The updated law also requires ministerial approval of Family Daycare Homes in all districts where residential uses are allowed.

Under the previous version of the law only a Small Family Daycare Home was considered a residential use of property for purposes of all local ordinances. The previous law authorized a city or county either to classify a Large Family Daycare Home as a residential use of the property OR to provide a process for applying for a permit to use the property as a Large Family Daycare Home. Currently, the City of Seaside's zoning code is inconsistent with State law as it requires a Use Permit or Minor Use Permit for Small and Large Family Daycare Homes, respectively.

Under the updated SB 234 the City is required to allow Large and Small Family Daycare Homes by-right in all districts where residential uses are allowed. This include the RS, RM, and RH zoning districts, as well as the Commercial zoning districts where legal non-conforming residential uses are existing or where there is residential development as part of a mixed-use project (CMX, CC and CRG).

As a result of the updates, a public hearing would still be needed for the Minor Use Permit approval process required to operate a Daycare Center (15 or more children). The updates would limit the City's ability to regulate land use issues such as separation of the uses from another operation and parking, but Family Daycare Homes would be required to operate in

compliance with all building and fire safety codes as well as State regulations. In order to comply with State law, staff recommends amendments to pertinent sections of the Seaside Municipal code allowing Small and Large Family Daycare Homes by-right in all zoning districts with legally established residential uses.

PLANNING COMMISSION

On June 23, 2021 the Seaside Planning Commission held a regularly schedule, and noticed, public hearing to review and discuss proposed changes to various applicable sections of the Seaside Municipal Code. At the hearing the Commission received, reviewed and considered the staff report, as well as written and oral testimony from the public. The Commission expressed concerns regarding the potential for noise and overconcentration as a result of family daycare homes, but understood that the proposed changes are necessary to align with State law. The Commission unanimously voted to approve a Resolution recommending the City Council approve the proposed code amendments to SMCs 17.52.050, 17.98, 17.12.030 Table 2-1, and SMC 17.14.030 Table 2-4.

ANALYSIS

The intent of the proposed zoning amendments are to increase the number of viable child care locations and streamline the review process to result in more affordable child care across the City to serve local residents. The Zoning Ordinance shall be amended as follows:

1. Amend SMC 17.52.050 to reduce discretion for both Small and Large Family Daycare Homes allowing them by-right in all zoning with legally established, or legal non-conforming, residential uses but still requiring daycares to conform with all applicable city building ordinances, local rules and regulations which apply to all residences within the same zoning district designation, as well as all State laws; correct spelling to be consistent with SB 234 language (see *Exhibit A*), and;
2. Update Definitions section and spellings of Family Daycare Home to align with Government Code Section 1596.78 (see *Exhibit B*), and;
3. Modify SMC17.12.030 – Table 2-1: Uses Permitted Table to allow Small and Large Family Daycare Homes to be a Permitted use ("P") within the RS, RM and RH zoning districts (see *Exhibit C*).

4. Modify SMC17.14.030 – Table 2-4: Uses Permitted Table to allow Small and Large Family Daycare Homes to be a Permitted use ("P") within commercial zones (CMX, CC and CRG) on properties with existing legally permitted or legal non-conforming residential uses (see *Exhibit D*).

GENERAL PLAN CONSISTENCY

The proposed amendments to SMC 17.52.050, 17.98, 17.12.030 Table 2-1, and 17.14.030 Table 2-4 are in conformance with the following policies and elements of the City's General Plan:

- Goal LU-1: Promote a mixture of land uses and a balance of jobs and housing to support a community in which people can live, work, shop, and play
- Policy ED-1.2: Diversify the local economy by targeting business development and attraction efforts toward businesses whose economic cycles are less likely to correspond to those of major retailers in the City.
- Goal ED-2: Maintain a business climate in Seaside that supports the growth and prosperity of businesses that are advantageous to the community.
- Goal ED-8: Actively promote a balance between the numbers and types or workers residing in Seaside and the opportunities for employment in the city.

PUBLIC COMMENT

At the time of this staff report's preparation, the City has not received any public comments.

ENVIRONMENTAL REVIEW

Pursuant to Section 15061(b)(3) of the California Code of Regulations (CEQA Guidelines), staff has determined that the introduction and adoption of this ordinance is not subject to review under CEQA. CEQA Guidelines Section 15061(b)(3), also known as the "common sense exemption", states that CEQA only applies to projects that have the potential for causing a significant

effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. A "significant effect on the environment" means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project. These zoning code updates would enact new regulations for family daycare homes to ensure compliance with updated State law. Therefore, there is no possibility that the ordinance would have a significant effect on the environment; accordingly, the ordinance is exempt from CEQA.

RECOMMENDATION

Introduction and first reading of an Ordinance, recommended for approval by Resolution from the Planning Commission, of the City Council of the City of Seaside approving the proposed amendments to SMC sections 17.52.050, 17.98, 17.12.030 Table 2-1, and 17.14.030 Table 2-4. Amendments are proposed ensure that City regulations regarding family daycare homes are consistent with updated State law.

ATTACHMENTS

1. Attachment 1_Draft CC Ordinance_Amend Home Daycare
2. Attachment 1 - Exhibit A_Code Changes to SMC17.52.050_Daycare Facilities
3. Attachment 1 - Exhibit B_Code Changes to SMC17.98_Definitions
4. Attachment 1 - Exhibit C_Code Changes to SMC17.12.030_Table 2-1
5. Attachment 1 - Exhibit D_Code Changes to SMC17.14.030_Table 2-4
6. Attachment 2_Senate Bill No. 234

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AMENDING THE FOLLOWING SECTIONS OF THE SEASIDE MUNICIPAL CODE: 17.52.050 (*DAY CARE FACILITIES)*, 17.98 (*DEFINITIONS*), 17.12.030 TABLE 2-1 (*ALLOWED LAND USES AND PERMIT REQUIREMENTS FOR RESIDENTIAL ZONES)*, AND 17.14.030 TABLE 2-4 (*ALLOWED LAND USES AND PERMIT REQUIREMENTS FOR COMMERCIAL ZONES)*; PROPOSED CHANGES WOULD AMEND SPECIFIC STANDARDS AND PERMITTING REQUIREMENTS FOR SMALL AND LARGE FAMILY DAYCARE HOME FACILITIES MAKING THEM ALLOWED BY-RIGHT IN ALL DISTRICTS WHERE RESIDENTIAL USES ARE PERMITTED, CONSISTENT WITH SENATE BILL 234. AMENDMENTS INCLUDE UPDATING THE SPELLING OF "DAYCARE" TO BE CONSISTENT WITH STATE SPELLING; REGULATIONS PERTAINING TO DAYCARE CENTERS WOULD REMAIN UNCHANGED

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, the amendment of Seaside Municipal Code Section 17.52.050; and Exhibit B, amendments to Section 17.98; and Exhibit C, amendments to Section 17.12.030, Table 2-1; and Exhibit D, amendments to Section 17.14.030, Table 2-4 (proposed text identified with an underline (Underline) and proposed text to be deleted identified with a strikethrough (~~Strikethrough~~)).

A. Exhibit A: Amend 17.52.050: Daycare Facilities, removing the existing standards for the operation of Large Family Daycare Home and only requiring that they comply with all building ordinances, local rules or regulations as apply to all residences within the same zoning designation, as well as all applicable State laws and amending spelling of "day care" to "daycare" to be consistent with State language; and

B. Exhibit B: Amend 17.98 Definitions, to modify spelling of "day care" to "daycare" to ensure consistency with state language and expand definition to include where on a residential property a family daycare home can be operated from.

C. Exhibit C: Amend 17.12.030, Table 2-1: Use Permitted Table modifying the permit requirement for Small and Large Family Daycare Homes from requiring a Use Permit (UP) or Minor Use Permit (MUP) to being Permitted (P) outright in the RS, RM, and RH zoning districts.

D. Exhibit D: Amend SMC17.14.030, Table 2-4: Uses Permitted Table adding Small and Large Family Daycare Homes to be a Permitted (P) use within commercial zones on properties with existing legally established or legal non-conforming residential uses (CMX, CC and CRG).

WHEREAS, in September, 2019, the Governor of California signed into law Senate Bill 234 (SB 234) – Family Daycare Homes amending sections 1596.72 – 1597.543 of the Health and Safety Code; to address the current shortage of regulated childcare, and;

WHEREAS, the current regulations of family daycare homes within the City of Seaside requires a Small and Large Family Daycare Home to obtain approval of a discretionary permit from the Planning Commission; and

WHEREAS, the updated State law requires Small and Large Family Daycare Homes to be considered a residential use by right; and

WHEREAS, the City of Seaside wishes to amend the Seaside Municipal Code to ensure consistency with the update State law; and

WHEREAS, the City Council finds that existing zoning and property development standards related to family daycare homes are inconsistent with State law and that amendments to the existing code are required to ensure consistency, and;

WHEREAS, the proposed amendments to achieve compliance with State law would not result in adverse consequences associated with this use as related to public health, safety, convenience, or welfare of the City; and

WHEREAS, the City Council finds the proposed amendments to 17.12.030, Table 2-1 and 17.14.030, Table 2-4 are consistent with the General Plan.

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. The Seaside Planning Commission considered oral comments and written information concerning the proposed at a duly noticed public hearing held on June 23, 2021 and made a unanimous recommendation to the City Council to adopt the proposed amendments.

SECTION 5. At a duly noticed public hearing held on July 1, 2021, the City Council considered both oral comments and written information concerning the proposed amendments.

SECTION 6. At a duly noticed Public Hearing on July 1, 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 passage.

INTRODUCED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of July 2021 and passed to print.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the ___ day of ____ 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:

_____
Dominique L. Davis, City Clerk

Exhibit A

(Proposed text identified with an underline (Underline) and proposed text to be deleted identified with a strikethrough (~~Strikethrough~~)).

Chapter 17.52.050 ~~Day care~~ Daycare Facilities -

A. **Applicability**. ~~Day care~~ **Daycare** facilities shall comply with the standards of this section, where allowed by Article 2 (Zones, Permitted Land Uses, and Zoning Standards). These standards apply in addition to the other provisions of this Zoning Ordinance and requirements imposed by the California Department of Social Services (DSS). DSS licensing is required for all facilities.

B. **Definitions**. Definitions of the ~~day care~~ **daycare** facilities regulated by this section are in Article 7 (Glossary).

~~C.~~ ~~**Standards for large family day care homes**. As required by state law, a large family day care home shall be approved if it complies with the following standards:~~

~~1. Location requirements. In order to avoid the concentration of intensive, nonresidential land uses in residential neighborhoods, maintain residential character, and compatibility with adjacent residential uses, no large family day care home shall be located within 500 feet of an existing large family day care home or child day care center. In no case shall a residential property be directly abutted by a large family day care center on two or more sides.~~

~~2. Parking, drop-off area.~~

~~a. At least two off-street parking spaces shall be provided exclusively for dropping off and picking up children. The driveway may be used for the off-street parking required by Section 17.34.040 (Number of Parking Spaces Required) for a single-family dwelling, if the parking will not obstruct drop-off and pick-up areas or block a sidewalk or other public access. Alternative parking and drop-off arrangements may be required by the review authority based on traffic and pedestrian safety considerations.~~

~~b. A home on a street with a speed limit of 30 miles per hour or greater shall provide a drop-off/pick-up area designed to prevent vehicles from backing onto the street (e.g., circular driveway).~~

~~3. Outdoor activity areas.~~

~~a. A side or rear setback area intended for day care use shall be enclosed with a fence or wall.~~

~~b. Outdoor recreation equipment over eight feet in height shall not be located within a required side setback and shall be set back a minimum of five feet from a rear property line.~~

~~4. Noise. Noise generated from the large family day care home shall not exceed the standards of the City's Noise Ordinance.~~

~~5. Additional standards. Each large family day care home shall comply with applicable building and fire codes, and standards adopted by the state, and Social Services Department licensing requirements (California Code of Regulations, Title 22, Division 2).~~

C. Standards for Large Family Daycare Homes. A large family daycare home shall comply with all building ordinances, local rules or regulations as apply to all residences within the same zoning designation in which the childcare is provided, as well as all applicable State laws and Social Services Department licensing requirements.

1. Family Daycare Homes shall not exceed the standards of the City's Noise Ordinance.

D. **Standards for child ~~day care~~ daycare centers**. Child ~~day care~~ **daycare** centers shall require approval of a Minor Use Permit (Section 17.62.070) and a Business License. A Minor Use Permit for a child ~~day care~~ **daycare** center shall only be approved if it complies with the following standards:

1. Location requirements. In order to avoid the concentration of intensive, nonresidential land uses in residential neighborhoods, maintain residential character, and compatibility with adjacent residential uses, no day care center shall be located within 500 feet of an existing RS (Low Density Single-Family) zoning district.

2. Parking and loading.

a. Off-street parking for a child ~~day care~~ **daycare** center shall be a minimum of one space per employee on the largest shift, plus one space for each 10 children authorized by the state license. An exception to these off-street parking requirements may be granted if the facility complies with the following criteria:

(1) The exception shall be granted only for uses in an existing building, and shall not be granted for any expansion of gross leasable floor area or new construction;

(2) Off-street parking shall be provided on the site in the maximum amount feasible;

(3) The exception shall only be granted in a situation where the City Engineer has determined that the exception will not result in potentially unsafe conditions for vehicles or pedestrians;

(4) Each Minor Use Permit that grants an off-street parking exception shall be reviewed annually, and if it is found that the use of on-street parking spaces by the facility is creating a nuisance, the City may initiate proceedings to revoke the Minor Use Permit.

b. Picking up and dropping off of children shall not create unsafe conditions. Loading and unloading of children from vehicles shall only be allowed on site in the driveway or in an approved parking area.

3. Noise. Potential noise sources shall be identified during the Use Permit process, and noise attenuation and sound dampening shall be addressed.

(Proposed text identified with an underline (Underline) and proposed text to be deleted identified with a strikethrough (~~Strikethrough~~)).

Chapter 17.98 Definitions

~~**Day care**~~ **Daycare Facility, Child**. Facilities that provide non-medical care and supervision of minor children for periods of less than 24 hours. These facilities include the following, all of which are required to be licensed by the California State Department of Social Services.

1. ~~Day care~~ **Daycare** Center. Commercial or nonprofit child **daycare** facilities designed and approved to accommodate 15 or more children. Includes infant centers, preschools, sick-child centers, and school-age **daycare** facilities. These may be operated in conjunction with a school or church facility, or as an independent land use.
2. Family ~~Day Care~~ **Daycare** Home. As defined by Health and Safety Code Section 1596.78, a home that regularly provides care, protection, and supervision for 14 or fewer children, in the provider's own home, for periods of less than 24 hours per day, while the parents or guardians are away, and is either a large family **daycare** home or a small family **daycare** home.
    a. Large Family ~~Day Care~~ **Daycare** Home. As defined by Health and Safety Code Section 1596.78, a **daycare** facility in a single-family residence where an occupant of the residence provides family **daycare** for 7 to 14 children, inclusive, including children under the age of 10 years who reside in the home.
    b. Small Family ~~Day Care~~ **Daycare** Home. As defined by Health and Safety Code Section 1596.78, a **daycare** facility in a single-family residence where an occupant of the residence provides family **daycare** for eight or fewer children, including children under the age of 10 years who reside in the home.
    c. A small family daycare home or large family daycare home includes a detached single-family dwelling, a townhouse, a dwelling unit within a dwelling, or a dwelling unit within a covered multifamily dwelling in which the underlying zoning allows for residential uses. A small family daycare home or large family daycare home is where the daycare provider resides, and includes a dwelling or a dwelling unit that is rented, leased, or owned.

SMC 17.12.030 Table 2-1

(Proposed text identified with yellow box and proposed text to be deleted identified with a red strikethrough (~~Strikethrough~~)).

P Permitted Use, Zoning Clearance required MUP Minor Use Permit required (see Section 17.62.070) UP Use Permit required (see Section 17.62.070) S See cited section for permit requirement – Use not allowed	Key to Zoning District Symbols RS Single-Family Residential RM Medium Density Residential RH High Density Residential			
LAND USE [1]	PERMIT REQUIRED BY ZONE			Specific Use Regulations
	RS	RM	RH	
Office – Temporary real estate	MUP	MUP	MUP	
SERVICES				
Cemetery	UP	–	–	
Daycare, Adult – 6 or fewer clients	P	P	P	
Daycare, Adult – 7 or more clients	UP	UP	UP	~~17.52.050~~
Daycare, Child – Large or Small family daycare home (1 to 14 children)	P	P	P	17.52.050
~~Day care, Child – Large family day care home (9 to 14 children)~~	~~MUP~~	~~MUP~~	~~MUP~~	17.52.050
~~Day care, Child – Small family day care home (8 or fewer children)~~	~~UP~~	~~MUP~~	~~MUP~~	
Daycare, Child – Daycare center (15 or more children)	–	MUP	MUP	17.52.050
Lodging – Bed and breakfast inn (B&B)	–	UP	UP	17.52.040
Mortuary or Funeral Home	UP	UP	UP	

SMC 17.14.030 Table 2-4
(Proposed text identified with yellow box)

P Permitted Use, Zoning Clearance required	CMX – Commercial Mixed Use
MUP Minor Use Permit required (see Section 17.62.070)	CC – Community Commercial
UP Use Permit required (see Section 17.62.070)	CRG – Regional Commercial
– Use not allowed	CA – Automotive Regional Commercial
	CH – Heavy Commercial

LAND USE (1)	PERMIT REQUIRED BY ZONE					Specific Use Regs
	CMX	CC	CRG	CA	CH	
SERVICES – GENERAL						
Brewery with Restaurant	UP	UP	UP	–	UP	
Catering service	–	MUP	MUP	–	P	
Daycare, Child – Large or Small family daycare home (1 to 14 children)	P(7)	P(7)	P(7)	–	–	17.52.050
Daycare facility, child – daycare center	UP(5)	UP	UP	–	–	17.52.050
Construction contractor base	–	–	–	–	P	
Drive-through retail service	–	UP(3)	UP(3)	–	–	
Kennel, animal boarding	–	–	–	–	UP	
Lodging – Hotel or motel	UP	UP	UP	–	–	
Maintenance facility	–	–	–	–	UP	
Maintenance service – Client site services	–	–	–	–	P	
Mortuary, funeral home	–	UP	–	–	–	
Personal services	P	P	P	–	–	
Personal services – Restricted	–	–	–	–	UP	

Notes:

(1) See Article 7 for land use definitions.

(2) Office – Business/service may be allowed on ground floor with Minor Use Permit.

(3) Accessory "Alcoholic Beverage Sales" for all land uses shall require the approval of a Use Permit in accordance with Section 17.62.070.

(4) Use limited to the establishments existing in the City as of December 4, 2006.

(5) Only allowed as an accessory use to a new car sales agency.

(6) Loading and unloading activity is prohibited from occurring with the public right-of-way or a nondesignated loading zone.

(7) Only allowed as part of a legally established residential use (mixed-use or legal non-conforming): see SMC 17.98 for definitions of family daycare home.

* Only facing the alleyway between Broadway Ave. and Olympia St. and Olympia St.

(Ord. 1091 § 4 (Exh. A), 2020; Ord. 1087 § 4 (Exh. B), 2020; Ord. 1086 § 1(C) (Exh. C), 2020; Ord. 1069 § 4, 2019; Ord. 1048 § 2(1), 2018; Ord. 1046 § 1(A), 2018; Ord. 1043 § 3, 2017; Ord. 1030 § 4 (Exh. A), 2016)

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Senate Bill No. 234

CHAPTER 244

An act to amend Sections 1596.72, 1596.73, 1596.78, 1597.30, 1597.45, and 1597.54 of, to add Sections 1597.41, 1597.42, and 1597.455 to, to repeal Section 1597.47 of, and to repeal and add Sections 1597.40, 1597.46, and 1597.543 of, the Health and Safety Code, relating to family daycare homes.

[Approved by Governor September 5, 2019. Filed with Secretary of State September 5, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

SB 234, Skinner. Family daycare homes.

Under existing law, the California Child Day Care Facilities Act, the State Department of Social Services licenses and regulates family daycare homes. Under existing law, a small family daycare home, which may provide care for up to 8 children, is considered a residential use of property for purposes of all local ordinances. Existing law authorizes a city, county, or city and county to either classify a large family daycare home, which may provide care for up to 14 children, as residential use of the property or to provide a process for applying for a permit to use the property as a large family daycare home.

This bill would instead require a large family daycare home to be treated as a residential use of property for purposes of all local ordinances.

Existing law makes void every provision in a written instrument entered into relating to real property that purports to forbid or restrict the conveyance, encumbrance, leasing, or mortgaging of the real property for use or occupancy as a family daycare home for children and every restriction or prohibition in a written instrument as to the use or occupancy of the property as a family daycare home.

This bill would also make void an attempt to deny, restrict, or encumber the conveyance, leasing, or mortgaging of real property for use or occupancy as a family daycare home and a restriction related to the use or occupancy of the property as a family daycare home. The bill would prohibit a property owner or manager from refusing to sell or rent, or refusing to negotiate for the sale or rental of, or otherwise making unavailable or denying, a detached single-family dwelling, a townhouse, a dwelling unit within a dwelling, or a dwelling unit within a covered multifamily dwelling in which the underlying zoning allows for residential use to a person because that person is a family daycare provider. The bill would require the department to notify applicants for family daycare home licenses that specified housing discrimination remedies are available to a family daycare home provider, family daycare home provider applicant, or person who is claiming that any of these protections have been denied.

Existing law prohibits a local jurisdiction from imposing a business license, fee, or tax for the privilege of operating a small family daycare home.

This bill would extend that prohibition to large family daycare homes.

Existing law requires the State Fire Marshal to adopt building standards and regulations relating to the fire and life safety systems in family daycare provider homes.

This bill would require the State Fire Marshal to update those regulations in the next regulation adoption cycle, and every 3 years thereafter to conform to changes in these provisions. The bill would also require the State Fire Marshal to issue guidance on implementing the provisions prior to the publication of regulations, but not later than January 1, 2021, and would authorize guidance to be issued annually thereafter in years when the specified regulations are not updated.

The bill would also make technical and conforming changes.

The people of the State of California do enact as follows:

SECTION 1. Section 1596.72 of the Health and Safety Code is amended to read:

1596.72. The Legislature finds all of the following:

(a) That child daycare facilities can contribute positively to a child's emotional, cognitive, and educational development.

(b) That it is the intent of this state to provide a comprehensive, quality system for licensing child daycare facilities to ensure a quality childcare environment.

(c) That this system of licensure requires a special understanding of the unique characteristics and needs of the children served by child daycare facilities.

(d) That it is the intent of the Legislature to establish within the State Department of Social Services an organizational structure to separate licensing of child daycare facilities from those facility types administered under Chapter 3 (commencing with Section 1500).

(e) That good quality childcare services are an essential service for working parents.

(f) California has a tremendous shortage of regulated childcare, and only a small fraction of families who need childcare have it. Parents should be able to support their families without having to sacrifice their child's well-being.

(g) With childcare, families have more options for jobs and education to improve their prospects. Good, affordable childcare gives children a strong start and creates opportunities for families and communities.

SEC. 2. Section 1596.73 of the Health and Safety Code is amended to read:

1596.73. The purposes of this act are to:

(a) Streamline the administration of childcare licensing and thereby increase the efficiency and effectiveness of this system.

(b) Encourage the development of licensing staff with knowledge and understanding of children and childcare needs.

(c) Provide providers of childcare with technical assistance about licensing requirements.

(d) Enhance consumer awareness of licensing requirements and the benefits of licensed childcare.

(e) Recognize that affordable, quality licensed childcare is critical to the well-being of parents and children in this state.

(f) Promote the development and expansion of regulated childcare.

SEC. 3. Section 1596.78 of the Health and Safety Code is amended to read:

1596.78. (a) "Family daycare home" means a facility that regularly provides care, protection, and supervision for 14 or fewer children, in the provider's own home, for periods of less than 24 hours per day, while the parents or guardians are away, and is either a large family daycare home or a small family daycare home.

(b) "Large family daycare home" means a facility that provides care, protection, and supervision for 7 to 14 children, inclusive, including children under 10 years of age who reside at the home, as set forth in Section 1597.465 and as defined in regulations.

(c) "Small family daycare home" means a facility that provides care, protection, and supervision for eight or fewer children, including children under 10 years of age who reside at the home, as set forth in Section 1597.44 and as defined in regulations.

(d) A small family daycare home or large family daycare home includes a detached single-family dwelling, a townhouse, a dwelling unit within a dwelling, or a dwelling unit within a covered multifamily dwelling in which the underlying zoning allows for residential uses. A small family daycare home or large family daycare home is where the daycare provider resides, and includes a dwelling or a dwelling unit that is rented, leased, or owned.

SEC. 4. Section 1597.30 of the Health and Safety Code is amended to read:

1597.30. The Legislature finds and declares all of the following:

(a) The Legislature has a responsibility to ensure the health and safety of children in family homes that provide daycare.

(b) There is an extreme shortage of regulated family daycare homes in California, and the number has decreased significantly since 2008.

(c) There continues to be a growing need for child daycare facilities due to the increased number of working parents. Parents need childcare so they can work and attend school, and so their children can thrive.

(d) Many parents prefer childcare located in their neighborhoods in family homes.

(e) There should be a variety of childcare settings, including regulated family daycare homes, as suitable choices for parents.

(f) The licensing program to be operated by the state should be cost effective, streamlined, and simple to administer in order to ensure adequate care for children placed in family daycare homes, while not placing undue burdens on the providers.

(g) The state should maintain an efficient program of regulating family daycare homes that ensures the provision of adequate protection, supervision, and guidance to children in their homes.

(h) The state has a responsibility to promote the development and expansion of regulated family daycare homes to care for children in residential settings.

SEC. 5. Section 1597.40 of the Health and Safety Code is repealed.

SEC. 6. Section 1597.40 is added to the Health and Safety Code, to read:

1597.40. (a) It is the intent of the Legislature that family daycare homes for children should be situated in normal residential surroundings so as to give children the home environment that is conducive to healthy and safe development. It is the public policy of this state to provide children in a family daycare home the same home environment as provided in a traditional home setting.

(b) The Legislature declares this policy to be of statewide concern with the purpose of occupying the field. This act, the state building code, and the fire code, and regulations promulgated pursuant to those provisions, shall preempt local laws, regulations, and rules governing the use and occupancy of family daycare homes. Local laws, regulations, or rules shall not directly or indirectly prohibit or restrict the use of a facility as a family daycare home, including, but not limited to, precluding the operation of a family daycare home.

SEC. 7. Section 1597.41 is added to the Health and Safety Code, to read:

1597.41. (a) Every provision in a written instrument relating to real property that purports to restrict the conveyance, encumbrance, leasing, or mortgaging of the real property for use or occupancy as a family daycare home is void, and every restriction in that written instrument as to the use or occupancy of the property as a family daycare home is void.

(b) An attempt to deny, restrict, or encumber the conveyance, leasing, or mortgaging of real property for use or occupancy as a family daycare home is void. A restriction related to the use or occupancy of the property as a family daycare home is void. A property owner or manager shall not refuse to sell or rent, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a detached single-family dwelling, a townhouse, a dwelling unit within a dwelling, or a dwelling unit within a covered multifamily dwelling in which the underlying zoning allows for residential use to a person because that person is a family daycare provider.

(c) Except as provided in subdivision (d), a restriction, whether by way of covenant, contract, condition upon use or occupancy, or by transfer of title to real property, that restricts directly or indirectly limits the acquisition, use, or occupancy of a detached single-family dwelling, a townhouse, a dwelling unit within a dwelling, or a dwelling unit within a covered

multifamily dwelling in which the underlying zoning allows for residential use as a family daycare home is void.

(d) (1) A prospective family daycare home provider who resides in a rental property shall provide 30 days' written notice to the landlord or owner of the rental property prior to the commencement of operation of the family daycare home.

(2) A family daycare home provider who has relocated an existing licensed family daycare home program to a rental property on or after January 1, 1997, may provide less than 30 days' written notice when the department approves the operation of the new location of the family daycare home in less than 30 days, or the home is licensed in less than 30 days, so that service to the children served in the former location not be interrupted.

(3) A family daycare home provider in operation on rental or leased property as of January 1, 1997, shall notify the landlord or property owner in writing at the time of the annual license fee renewal, or by March 31, 1997, whichever occurs later.

(4) Notwithstanding any other law, upon commencement of, or knowledge of, the operation of a family daycare home on an individual's property, the landlord or property owner may require the family daycare home provider to pay an increased security deposit for operation of the family daycare home. The increase in deposit may be required notwithstanding that a lesser amount is required of tenants who do not operate family daycare homes. The total security deposit charged shall not exceed the maximum allowable under existing law.

(5) Section 1596.890 does not apply to this subdivision.

(e) During the license application process for a small or large family daycare home, the department shall notify the applicant that the remedies and procedures in Article 2 (commencing with Section 12980) of Chapter 7 of Part 2.8 of Division 3 of Title 2 of the Government Code relating to fair housing are available to family daycare home providers, family daycare home provider applicants, and individuals who claim that any of the protections provided by this section or Section 1597.40, 1597.42, 1597.43, 1597.45, 1597.455, or 1597.46 have been denied.

(f) For the purpose of this section, "restriction" means a restriction imposed orally, in writing, or by conduct and includes prohibition.

(g) This section does not alter the existing rights of landlords and tenants with respect to addressing and resolving issues related to noise, lease violations, nuisances, or conflicts between landlords and tenants.

SEC. 8. Section 1597.42 is added to the Health and Safety Code, to read:

1597.42. The use of a home as a family daycare home, operated under the standards of state law, in a residentially zoned area shall be considered a residential use of property for the purposes of all local ordinances, regulations, and rules, and shall not fundamentally alter the nature of the underlying residential use.

SEC. 9. Section 1597.45 of the Health and Safety Code is amended to read:

1597.45. (a) The use of a home as a small or large family daycare home shall be considered a residential use of property and a use by right for the purposes of all local ordinances, including, but not limited to, zoning ordinances.

(b) A local jurisdiction shall not impose a business license, fee, or tax for the privilege of operating a small or large family daycare home.

(c) Use of a home as a small or large family daycare home shall not constitute a change of occupancy for purposes of Part 1.5 (commencing with Section 17910) of Division 13 (State Housing Law) or for purposes of local building codes.

(d) A small or large family daycare home shall not be subject to the provisions of Division 13 (commencing with Section 21000) of the Public Resources Code.

(e) The provisions of this chapter do not preclude a city, county, or other local public entity from placing restrictions on building heights, setback, or lot dimensions of a family daycare home, as long as those restrictions are identical to those applied to all other residences with the same zoning designation as the family daycare home. This chapter does not preclude a local ordinance that deals with health and safety, building standards, environmental impact standards, or any other matter within the jurisdiction of a local public entity, as long as the local ordinance is identical to those applied to all other residences with the same zoning designation as the family daycare home. This chapter also does not prohibit or restrict the abatement of nuisances by a city, county, or city and county. However, the ordinance or nuisance abatement shall not distinguish family daycare homes from other homes with the same zoning designation, except as otherwise provided in this chapter.

(f) For purposes of this chapter, "small family daycare home or large family daycare home" includes a detached single-family dwelling, a townhouse, a dwelling unit within a dwelling, or a dwelling unit within a covered multifamily dwelling in which the underlying zoning allows for residential uses. A small family daycare home or large family daycare home is where the family daycare provider resides, and includes a dwelling or dwelling unit that is rented, leased, or owned.

SEC. 10. Section 1597.455 is added to the Health and Safety Code, to read:

1597.455. (a) A small family daycare home shall not be subject to Article 1 (commencing with Section 13100) or Article 2 (commencing with Section 13140) of Chapter 1 of Part 2 of Division 12, except that a small family daycare home shall contain a fire extinguisher and smoke detector device that meet standards established by the State Fire Marshal.

(b) A small family daycare home for children shall have one or more carbon monoxide detectors in the facility that meet the standards established in Chapter 8 (commencing with Section 13260) of Part 2 of Division 12. The department shall account for the presence of these detectors during inspections.

SEC. 11. Section 1597.46 of the Health and Safety Code is repealed.

SEC. 12. Section 1597.46 is added to the Health and Safety Code, to read:

1597.46. (a) A large family daycare home shall abide by all standards, in addition to the requirements of the State Uniform Building Standards Code, that are specifically designed to promote fire and life safety in large family daycare homes. The State Fire Marshal shall adopt separate building standards specifically relating to the subject of fire and life safety in family daycare homes, which shall be published in Title 24 of the California Code of Regulations. These standards shall apply uniformly throughout the state and shall include, but not be limited to, all of the following:

(1) The requirement that a large family daycare home contain a fire extinguisher or smoke detector device, or both, that meets childcare standards established by the State Fire Marshal.

(2) Specification as to the number of required exits from the home.

(3) Specification as to the floor or floors on which childcare may be provided and the number of required exits on each floor.

(b) A large family daycare home for children shall have one or more carbon monoxide detectors in the facility that meet the standards established in Chapter 8 (commencing with Section 13260) of Part 2 of Division 12. The department shall account for the presence of these detectors during inspections.

(c) Enforcement of this section shall be in accordance with Sections 13145 and 13146. A city, county, city and county, or district shall not adopt or enforce a building ordinance or local rule or regulation relating to the subject of fire and life safety in large family daycare homes that is inconsistent with those standards adopted by the State Fire Marshal, except to the extent the building ordinance or local rule or regulation applies to all residences with the same zoning designation in which childcare is provided.

SEC. 13. Section 1597.47 of the Health and Safety Code is repealed.

SEC. 14. Section 1597.54 of the Health and Safety Code is amended to read:

1597.54. (a) All family daycare homes for children, shall apply for a license under this chapter, except that any home that, on June 28, 1981, had a valid and unexpired license to operate as a family daycare home for children under other provisions of law shall be deemed to have a license under this chapter for the unexpired term of the license, at which time a new license may be issued upon fulfilling the requirements of this chapter.

(b) An applicant for licensure as a family daycare home for children shall file with the department, pursuant to its regulations, an application on forms furnished by the department, which shall include, but not be limited to, all of the following:

(1) A brief statement confirming that the applicant is financially secure to operate a family daycare home for children. The department shall not require any other specific or detailed financial disclosure.

(2) (A) Evidence that the small family daycare home contains a fire extinguisher or smoke detector device, or both, that meets standards established by the State Fire Marshal under Section 1597.455, or evidence

that the large family daycare home meets the standards established by the State Fire Marshal under subdivision (a) of Section 1597.46.

(B) Evidence satisfactory to the department that there is a fire escape and disaster plan for the facility and that fire drills and disaster drills will be conducted at least once every six months. The documentation of these drills shall be maintained at the facility on a form prepared by the department and shall include the date and time of the drills.

(3) The fingerprints of any applicant of a family daycare home license, and any other adult, as required under subdivision (b) of Section 1596.871.

(4) Evidence of a current tuberculosis clearance, as defined in regulations that the department shall adopt, for any adult in the home during the time that children are under care. This requirement may be satisfied by a current certificate, as defined in subdivision (f) of Section 121525, that indicates freedom from infectious tuberculosis as set forth in Section 121525.

(5) Commencing September 1, 2016, evidence of current immunity or exemption from immunity, as described in Section 1597.622, for the applicant and any other person who provides care and supervision to the children.

(6) Evidence satisfactory to the department of the ability of the applicant to comply with this chapter and Chapter 3.4 (commencing with Section 1596.70) and the regulations adopted pursuant to those chapters.

(7) Evidence satisfactory to the department that the applicant and all other persons residing in the home are of reputable and responsible character. The evidence shall include, but not be limited to, a criminal record clearance pursuant to Section 1596.871, employment history, and character references.

(8) Other information as required by the department for the proper administration and enforcement of the act.

(c) Failure of the applicant to cooperate with the licensing agency in the completion of the application shall result in the denial of the application. Failure to cooperate means that the information described in this section and in regulations of the department has not been provided, or not provided in the form requested by the licensing agency, or both.

SEC. 15. Section 1597.543 of the Health and Safety Code is repealed.

SEC. 16. Section 1597.543 is added to the Health and Safety Code, to read:

1597.543. (a) The State Fire Marshal shall update the building and fire standards necessary to implement the sections of this chapter relating to life and fire safety, including, but not limited to, Sections 1597.455 and 1597.46, and shall publish the updates in the California Code of Regulations (CCR) in the next Title 19 and Title 24 CCR adoption cycle.

(b) Prior to the publication of the updates required by subdivision (a), but not later than January 1, 2021, the State Fire Marshal shall issue guidance on implementing the sections listed in subdivision (a).

(c) The State Fire Marshal shall update the regulations at least every three years to conform to changes in this chapter. The State Fire Marshal

may issue guidance on implementing this chapter annually in the years in which the regulations are not updated in Title 19 and Title 24 of the CCR.

O

CITY OF SEASIDE
STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sheri Damon, City Attorney

DATE: July 1, 2021

SUBJECT: **CONSIDER RESOLUTION BY SEASIDE HIGHLANDS HOMEOWNERS ASSOCIATION AND PROVIDE COUNCIL DIRECTION**

RECOMMENDATION

Staff recommends the Council deny Seaside Highland Homeowner's Association request for reimbursement and not adopt the proposed resolution from Seaside Highlands Homeowners Association.

BACKGROUND

The Seaside Highlands Homeowners' Association (HOA) have requested that they make a presentation to the City Council and they have also presented a Resolution for Council's Consideration. The essence of the HOA claim is that they should be given special treatment and preference for the maintenance and repair of sidewalks in and around the Seaside Highlands by virtue of the approval and adoption of Declaration of Conditions, Covenants and Restrictions (CCR). The CCRs also require the HOA to maintain the trees adjacent to the sidewalks and such maintenance includes the requirement to care for and control the roots of the trees. The HOA further claims it is due to reimbursement for expenditures that the HOA expended to repair sidewalks previously damaged by trees over the period of 2012 and 2016, however, they have never submitted a claim for such expenditures to the City as is required by the Government Code. This fact is inconsistent with the terms of the CCRs and is an implicit acknowledgment of the responsibility of the HOA for the repair of sidewalks damaged by the failure of the HOA to adequately maintain the trees.

Realizing it takes multiple years to address the currently identified issues in the City sidewalk assessment report, the City was divided into 5 zones with the goal of inspecting an entire zone during a fiscal year and shaving as many locations as feasible

and budget allows. The newest sidewalks of the City are located in the Seaside Highlands area, and they were in Zone 1 for shaving. That contract work was completed in late May 2021. Additionally, for FY 2021-22, the sidewalks in the Highlands are being further evaluated. At this time, Staff does not recommend approving either a reimbursement to the HOA or adopting the resolution submitted by the HOA.

FISCAL IMPACT

None.

ATTACHMENTS

1. Proposed Resolution from Seaside Highlands Homeowners Association

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Reviewed for Submission to the City Council by:

Craig Malin, City Manager

Whereas, the Subdivision Improvement Agreements for the Seaside Highlands project required the developer to make an irrevocable offer of dedication to the City of Seaside (City) of the public right-of-way comprised of the streets, sidewalks, planting areas and medians within the project (City Resolution No. 03-54, City Document AG 04-1 and, by inclusion, City Resolution No. 02-07, Exhibit G, item 9), and

Whereas, the offer of dedication was noted on the final project maps accepted by the City Clerk and corresponds to the public right-of-way measurements, and

Whereas, City staff agreed at the February 4, 2021, City Council meeting that the City is the owner of the streets, sidewalks, planting areas and medians within the Seaside Highlands project and that Streets and Highways Codes 5610-18 do not apply to Seaside Highlands, as it does in other parts of the City, and

Whereas, Exhibit G of the Subdivision Improvement Agreements agreed to by the City, entitled "Overview of the Public and Private Entities of the Seaside Highlands Subdivision," contains a contractual agreement that the City is responsible for maintenance of the paved traveled way, curb, gutter and sidewalks within Seaside Highlands, as does the City-approved Declaration of Covenants Conditions and Restrictions of Seaside Highlands (§5.3.5), and

Whereas, there are no caveats or exceptions or exclusions within those contractual agreements that the City maintain the City-owned paved traveled way, curb, gutter and sidewalks within Seaside Highlands, and

Whereas, the Declaration of Covenants Conditions and Restrictions of Seaside Highlands contains a hold-harmless provision in favor of the Seaside Highlands Owners' Association as regards Improvements to be maintained by the City (§2.22), and

Whereas, the Declaration of Covenants Conditions and Restrictions of Seaside Highlands defines "Maintaining" as "keeping an Improvement in first class condition and repair and … repairing, replacing and reconstructing the Improvement," and

Whereas, to date the City has not maintained the sidewalks and numerous life-safety trip and fall hazards have arisen, and

Whereas, the Seaside Highlands Owners' Association felt compelled to correct unsafe conditions that arose between 2012 and 2016 and requested reimbursement for these expenses, and

Whereas, City staff indicated at a 2017 public meeting of the Seaside Highlands Owners' Association that the City would approve the reimbursement request and fulfil its maintenance responsibilities, and

Whereas, City staff indicated in a meeting on February 4, 2021, that Seaside Highlands was "top of the list" for the Year One (1) 2021 schedule for sidewalk grinding and "make-safe work" and would use the March 2, 2021, "Seaside Highlands sidewalk hazards" list in prioritizing that work, and would consider City removal of curb-strip (median) trees damaging Seaside Highlands sidewalks,

Now, therefore, be it resolved that the City:

1) Reaffirms its responsibilities under the recitals above, and
2) Designates the 11/27/18 and 10/23/20 letters from the City to the Seaside Highlands Owners' Association as null and void, and
3) Agrees to the request for reimbursement of $31,170.95 for previously performed work by Seaside Highlands Owners' Association, and
4) Now and going forward, will fulfill the Maintenance responsibilities of the Subdivision Improvement Agreements and the Declaration of Covenants Conditions and Restrictions of Seaside Highlands to mitigate and prevent future unsafe conditions, including, but not limited to, removal of curb-strip (median) trees damaging sidewalks and repairing sidewalks creating unsafe conditions.

CITY OF SEASIDE
STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Beth Rocha and Dana Morrison, Associate Planners

DATE: July 1, 2021

SUBJECT: **DISCUSS AND PROVIDE POLICY DIRECTION TO STAFF REGARDING DRAFT MOBILE VENDOR (FOOD TRUCK) ORDINANCE**

RECOMMENDATION

Discuss and provide policy direction to staff regarding draft mobile vendor ordinance.

BACKGROUND

Mobile food vehicles, commonly known as food trucks, have become increasingly popular and prevalent as part of the food and beverage industry over the past decade. Although the concept of selling food items from vehicles has existed in the United States for well over a century, the modern trend of gourmet and specialty food trucks can be traced to Los Angeles in the late 2000s, according to a 2015 article in The Gripping Blog, an online blog associated with an industry trade group representing food and beverage businesses and other industries.

Food trucks are popular with consumers due to the convenience and novelty of being located in different places at different times (often at festivals or special food truck events), the creativity and liveliness of the food truck movement, the unique types of cuisine served, and the affordability of the food. They are also beneficial for local economic development, since they provide low-cost and low-barrier business opportunities for food entrepreneurs, bring diverse food options, and generate foot traffic and customers who may also support other nearby local businesses.

The growing popularity of food trucks across the nation, in large cities and small towns alike, has created the need for local regulations that address public health and safety issues while also encouraging and supporting a thriving food truck industry. While food safety and health standards for food trucks are regulated at the county level – in the

case of Seaside, by the Monterey County Department of Environmental Health – the process of setting standards and requirements for location, site design, signage, and operating characteristics (e.g. hours of operation, noise, trash management) for food trucks falls within the purview of city government.

Urgency Ordinance No. 2000

On February 18, 2021 the City Council unanimously adopted an emergency ordinance, which was extended on April 1, 2021, declaring a moratorium on the issuance of mobile food truck use permits or any new food trucks (see Attachment 2) based on the following findings:

a. The City currently has multiple itinerant vendors, and in particular, food trucks, barbeque and food trailers and other similar mobile food cooking vehicles; and

b. Food trucks, barbeque and food trailers and other similar mobile food cooking vehicles (collectively "food trucks") encourage the congregation of people in a manner which is inconsistent with current public health guidelines; and

c. The City Council met on February 4, 2021 and directed that a new mobile food truck ordinance be developed; and

d. The community has raised concerns regarding the hours, truck density, residential impacts, traffic and pedestrian safety in the public right-of-way, proximity to and concentration of food trucks near brick and mortar restaurants which are of immediate concern; and

e. The City has received complaints of mobile food trucks parking in front of brick and mortar businesses; and

f. The City intends to study, within a reasonable time, the adequacy of its existing ordinances and the potential need to adopt or amend its regulations regarding mobile food trucks. The City Council and the people of Seaside require a sufficient and reasonably limited time to consider and study legally appropriate and reasonable policies regulating issuance of use permits for mobile foods trucks and to allow the public adequate time to address the concerns raised above in order to prevent negative impacts on neighboring residents and the business community. The City Council has the authority to adopt an urgency interim ordinance pursuant to the Seaside Municipal Code and Government Code Section 65858 in order to protect the public health, safety, or welfare for a 45-day period.

g. There is a current and immediate threat to the public health, safety, and welfare presented by the issuance of mobile food truck use permits and precluding any approval of a mobile food truck.

h. There is therefore an urgent necessity for the City to adopt a temporary moratorium on the issuance of mobile vendor use permits and approval of any additional mobile food truck to take effect immediately.

Existing Regulations
Seaside Municipal Code

Regulations for mobile food vending vehicles are found in three sections of the Seaside Municipal Code (SMC), distinguished by locational elements of the use (as summarized below):

- Located in the public right-of-way/public property (1);
- Located on private property (2); and
- When permitted as a temporary or special event on private, nonresidential-zoned property (3).

1. SMC section 10.32.050 - Unlawful Parking by Peddlers and Vendors, requires the issuance of an administrative permit and limits vendors from parking for a period not to exceed ten minutes at any one place in the public right-of-way.
The administrative permit requires Livescan Approval by the Police Department (criminal record/background check) and a Peddler's permit.

Section 10.32.050 is proposed to be amended to address hours of operation for sidewalk vending (see Exhibit A to Attachment 1) and Chapter 10.50 is proposed to address mobile food vendors operating in the right-of-way (see Exhibit B to Attachment 1).

2. SMC section 17.52.190.E - Itinerant Vendors, requires the issuance of a Use Permit for the parking and/or storage of food carts, food trucks, barbecue trailers, or other similar mobile food cooking vehicles or apparatus on private property.

The Use Permit process requires a public hearing and consideration of the application by the Planning Commission. Findings are required to be made in the approval of the Use Permit and include the following:

a. The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Zoning Ordinance and the Municipal Code; and
b. The proposed use is consistent with the General Plan and any applicable specific plan; and
c. The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and planned future land uses in the vicinity; and
d. The site is physically suitable for the type, density and intensity of use being proposed, including access, utilities, and the absence of physical constraints; and
e. Granting the permit would not be detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone district in which the property is located.

This section is not proposed to be amended, as the Use Permit process is one of the most scrutinized discretionary permit types considered by the Planning Commission. In

addition to the required findings, application-specific conditions can be added at the discretion of the Commission, thus address the concerns with the potential use on a site-specific basis as specified in the moratorium.

3. SMC section 17.62.040.E.3 - Limited Term Permit (LTP) Allowed Short-Term Activities, requires administrative approval from the Zoning Administrator for art and craft exhibits, carnivals, circuses, concerts, fairs, farmers markets, festivals, flea markets, *food events*, open air sales, outdoor entertainment/sporting events, religious revivals, rummage sales, secondhand sales, sidewalk sales, swap meets, and other special events, for up to five consecutive days, or four two-day weekends, within a 12-month period, on private, nonresidential zoned property.

The administrative LTP requires approval by the Zoning Administrator and can contain conditions of approval.

This section is not proposed to be amended, as the LTP allows the city to permit community-based events at a minimal frequency and the uses typically do not have long-term land use or public safety issues.

Senate Bill 946: Safe Sidewalk Vending Act

The purpose of SB 946 was to legalize and decriminalize sidewalk vending across the state. The Safe Sidewalk Vending Act became effective January 1, 2019 and required local agencies to adopt regulations governing sidewalk vending or to amend existing regulations. Under SB 946, a local authority may adopt a program to regulate sidewalk vending but it must comply with SB 946, codified in Government Code section 51036 et seq., and any additional regulation of sidewalk vending must directly relate to an objective health, safety, or welfare concern. Additionally, SB 946 creates two separate categories of sidewalk vending, namely, stationary and roaming sidewalk vending. Persons who engage in stationary sidewalk vending may not operate from any other location than the one designated under the permit, except where otherwise allowed by the local authority. Persons who engage in roaming sidewalk vending may operate anywhere in the local authority's jurisdiction but may only stop to complete a sale.

SB 946 - Key 'Cannots':

- Cities cannot ban vending in parks.
- Cities cannot determine where vendors can operate on sidewalks, unless there is a health, safety, or welfare concern.
- Street vendors are no longer required to ask permission from adjacent businesses to operate
- Cities may prohibit stationary sidewalk vendors in areas that are zoned exclusively residential, but cannot prohibit roaming sidewalk vendors

- Cities cannot restrict the overall number of sidewalk vendor licenses issued unless the restriction directly relates to objective health, safety, or welfare concerns

SB 946 - What can be regulated:
A local authority **may** adopt requirements regulating the time, place, and manner of sidewalk vending if the requirements are directly related to objective health, safety, or welfare concerns, including, but not limited to, any of the following:

- Limitations on hours of operation (so long as they are not unduly restrictive)
- Requirements to maintain sanitary conditions
- Requirements necessary to ensure compliance with the federal Americans with Disabilities Act and other disability access standards
- Requiring the sidewalk vendor to obtain a permit for sidewalk vending and a valid business license
- Requiring the sidewalk vendor to possess a valid California Department of Tax and Fee Administration seller's permit
- Prohibiting stationary sidewalk vendors in areas zoned for only residential uses
- Requiring compliance with other generally applicable laws
- Requiring a sidewalk vendor to submit certain information on his or her operations

Active Mobile Food Vehicle Vendor Permits and Costs

Currently, there are three active and approved mobile food vending vehicle permits operating within Seaside[1]. These permits are limited to operating in the public right-of-way, in accordance with SMC 10.32.050.

The permits costs are as follows: $94/month or $919/year.

Currently, there are no active business licenses for mobile food vending vehicles operating on private property.

Public Outreach

Existing Mobile Food Vendors:
As part of the public outreach, City Staff reached out to the three existing mobile food vendors with business licenses operating within Seaside. PT is no longer operating due

[1] Monterey Catering, PT Catering, and El Peregrino

to COVID. El Peregrino filled out a Mobile Food Vendor Survey and was supportive of the proposed changes. Staff also spoke with the owner of Monterey Catering and she was also supportive of the proposed changes, communicating that the proposed regulations help to more clearly define the rules of operation and would lessen compliance issues.

Mobile Food Vendor Survey:
City Staff created a Mobile Food Vending Survey that was posted online and on the City's various social media and outreach platforms. At the time of the creation of this staff report a total of 143 people have filled out the online survey: 96 residents of Seaside, 24 business owners (10 who are not residents), and 24 individuals who didn't identify as a resident and/or business owner. The partial survey results showed: 129 respondents think food trucks will economically benefit Seaside; and 110 think food trucks will attract visitors who would not normally visit Seaside; and 122 think food truck customers are likely to visit/make purchases at nearby businesses. Also, the narrative answers to the following survey question have been included as Attachment 6: *Explain why you think nearby businesses are positively, negatively, or are not impacted by mobile food vendors?* There are 97 reasons given why food trucks would "positively impact" local businesses (including 13 local business owners), 26 "no impact" reasons (including three local business owners), and 20 "negatively impact" reasons (including 8 local business owners). The survey will remain open through the first reading to allow the public to continue to provide feedback.

Businesses within the West Broadway Urban Village:
Staff also visited businesses located within the WBUV with copies of the Mobile Food Vending survey to get their feedback. On Broadway there are 73 parcels (6 of which are houses or vacant land) leaving 17 vacant commercial spaces and 50 active commercial businesses (with some businesses slowly re-opening). This equates to 68.5% businesses, which are currently active on Broadway. Of those 67 commercial spaces there are 13 food service establishments (19%). A total of 32 businesses (64% of active commercial businesses) filled out the survey; all food service establishments except for Counter Point Coffee completed the survey. The charted results of the WBUV Mobile Food Vendor Survey can be found as Attachment 7.

ANALYSIS

The approved Urgency Ordinance No. 2000 and associated findings outlined various issues of mobile food vending vehicles from public health, safety and welfare to the hours, truck density, residential impacts, traffic and pedestrian safety in the public right of way and proximity to and concentration of food trucks near brick and mortar restaurants. The City of Seaside, like many other cities in which food trucks have become part of the local economy needs to update its regulations to address the specific use of food trucks as well as the various concerns of the community.

The Ash Center for Democratic Governance and Innovation, which is an organization associated with Harvard Kennedy School that advances excellence and innovation in governance and public policy through research, education, and public discussion published *On the Go: Insights into Food Truck Regulation* in 2015 (Attachment 3). Below is an excerpt specifically addressing the challenges and competing interests when considering Food Truck regulations:

> *"As food trucks have grown in popularity, many city officials wrestle with how to update regulations to mitigate any negative externalities. For many cities, existing regulations applied to mobile food vendors were originally narrowly defined for ice cream and hot dog vendors. Municipalities are being forced to revisit these regulations as issues arise over competitiveness, parking, sanitation, property and sales taxes, and proximity to brick and mortar businesses."*

SMC 10.32.050 was originally adopted in 1955 and is narrowly defined, it does not distinguish between permit types, contains a parking time limit that is not conducive to supporting food truck businesses, and does not contain regulations specific to public health, safety, welfare or proximity to brick and mortar businesses. The proposed amendments would replace an outdated and limited code section with an extensive set of regulations that would responsibly encourage and integrate the use into the community and with respect to existing brick and mortar restaurants. The proposed amendments would address permit requirements, permit types operating requirements and standards, prohibitions, and location and siting.

The National League of Cities also published a report, which discusses the regulation and integration of food trucks into a community (Attachment 4). The report speaks specifically to the stakeholder concerns of both the food truck and brick and mortar restaurant community, as well as those of the city attempting to regulate all entities fairly. Below is an excerpt from the report about the economic drivers for each stakeholder group:

> *"For food trucks, one of the key objectives is to earn revenue. For brick and mortar restaurants, their goal is the same, and the level of competition food trucks create or are perceived to create can be of concern. For the community and city, creating opportunities for economic development is a key priority because it raises tax revenue, vibrancy, and creates a level of attractiveness for business and residents as well as for the city as a whole."*

The intent of the proposed amendments is to address the current issues while also addressing the future landscape of a city with a thriving mobile food vendor economy that has the potential to complement the city's brick and mortar businesses, as has been the case in multiple cities with a thriving food truck scene that contributes to street vitality and neighborhood livability.

Summary of Proposed Code Amendments

SMC 10.32.050 would specifically address hours of operation for Sidewalk Vending, citywide between 8:00am to 8:00pm, as allowed by SB 946.

SMC 10.50 is a new code chapter proposed specifically for mobile food vendors operating in the public right-of-way. The proposed code contains the following sections: Purpose, Definitions, Permit Requirements, Exemptions, and Permitting and Operational Standards.

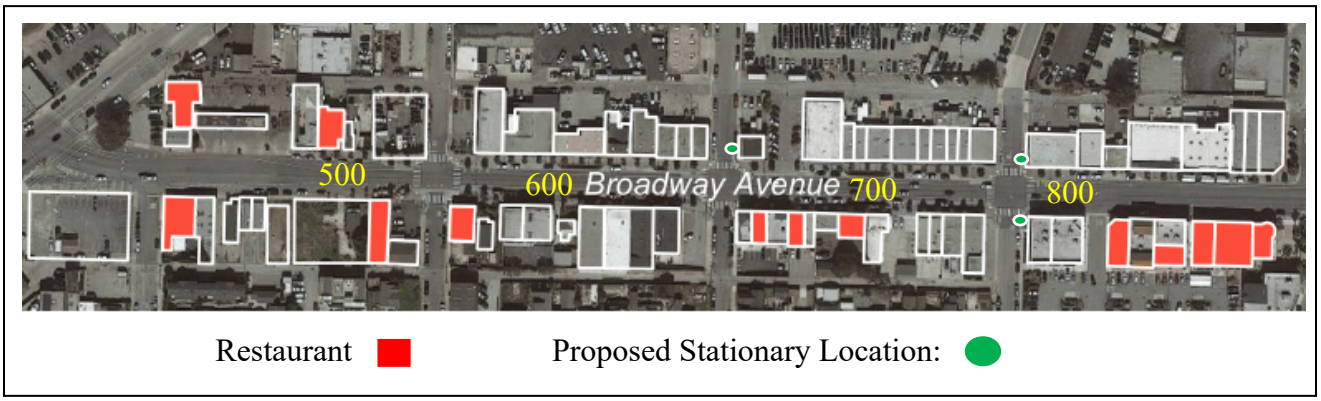
Types of mobile food vending permits:

1. Roaming Vendor permits, which proposes to increase the current code limitation of the vendor staying in one location for no more than 10 minutes. Council could choose to increase the time limit to no more than 30 minutes, one (1) hour or two (2) hours. Roaming vendors would be prohibited from operating on certain rights-of-way in the WBUV Monday thru Saturday between the hours of 7:00am and 5:00pm (see Attachment 1: Exhibit B, Figure 1); and

2. Stationary Vendor permits, which would be for designated locations within the West Broadway Urban Village (WBUV). A total of three stationary locations are proposed in the WBUV (see Attachment 1: Exhibit B, Figure 2) located immediately off Broadway Avenue/Obama Way on Alhambra Street (1 space) and Calaveras Street (2 spaces). These spaces were selected for consideration because they are not near an existing restaurant, are not located in front of an existing business storefront, and are in areas that would benefit from activation. If more than three applications are received by the city, then a lottery will determine the permit holder. Council can choose to not create Stationary Vendor permits, or could located them to another area of the City. Based on the results from the Mobile Food Vendor Survey many people were supportive of having mobile food vendors inside the WBUV area, especially in the evenings.

Currently there are 13 food service establishments operating on Broadway Avenue, between Fremont Ave. and Del Monte Blvd depicted in red in the map below and as follows, per block:

- 500 block of Broadway Ave.: Deja Blue, Jose's Restaurant, Counterpoint Coffee, and Mariscos Puerto Nuevo.
- 600 block: Future restaurant, Tenant Improvement (TI) in progress.
- 700 block: The Hem Nutrition, Ferdi's Creole Restaurant, and The Oven Pizzeria.
- 800 block/City Center: Eric's Deli, MYO Frozen Yogurt, Las Cazuelas, Mountain Mike's Pizza, Ocean's Grill (TI in progress).

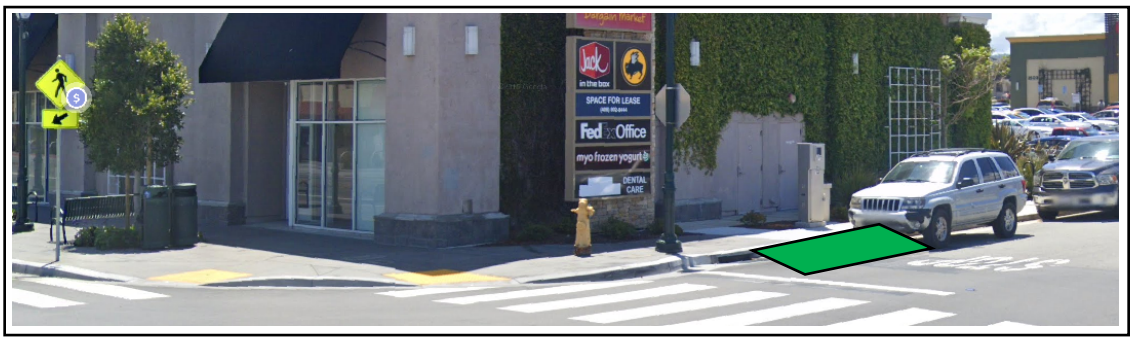


The proposed stationary locations would be located adjacent to the following businesses:

1. On Alhambra Street, adjacent to and around the corner from the entrance to Mack Stove Co. at 705 Broadway. The nearest food service establishment is The Hem Nutrition, across the street at 704 Broadway Ave., Ste.B.

2. On Calaveras Street, adjacent to and around the corner from the entrance to

Norman Naylor's Kitchen & Cabinet Design Center at 815 Broadway. The nearest food service establishment is Erik's Deli Café, across the street at 840 Broadway Ave, in City Center Shopping Plaza.



3. On Calaveras Street, adjacent to around the corner from a currently vacant commercial space next door to Chase Bank in the City Center Shopping Plaza. Again, the nearest food service establishment is Erik's Deli Café at 840 Broadway

The three stationary spaces would be located where the city will be installing "2 HOUR PARKING" signs on the side streets off lower Broadway (Attachment 5), which total 34 on-street parking spaces. Two-hour parking on Calaveras will impact six on-street spaces and two spaces are proposed for stationary mobile food vendors for whom the two-hour parking regulation will not apply; and seven on-street spaces on Alhambra with one space for a stationary mobile food vendor.

Hours of operation
Both permit types would allow for hours of operation of 7:00am and 12:00am in commercial neighborhoods and 8:00am and 8:00pm in residential neighborhoods. There is also a provision that prohibits vendors from operating within the frontage of any building-enclosed restaurant that sells a similar cuisine type, except when the restaurant is closed for business.

Sustainable Practices
The following sustainable business practices are required of mobile food vendors: Use of compostable or certified compostable disposable food service ware, providing garbage, recycling, and compost receptacles, and litter pick-up around their operations.

Additionally, there are regulations to address safe operations as well as public health, including: sidewalk clearance requirements associated with the Americans with Disabilities Act, traffic visibility, prohibition on alcohol sales, restrictions on operating near public and private schools, and the use of amplified music restricted to roaming vendors.

Consideration of Fee Increase for Stationary Vending Locations in the WBUV

Currently the fee to operate a peddler's permit in Seaside is as follows: $94/month or $919/year. There is a base fee of $75 per month, with an admin fee of $15 (increasing to $16 this upcoming fiscal year), and a state fee of $4.

These permit fees were determined by assessing the fee schedules of other jurisdictions; Salinas ($102.75/year), Capitola ($625/year), Los Angeles ($905/year), Monterey ($192/year), and Marin County ($908/year). This is a wide range of fees for mobile food truck vending. Comparatively, the fee for a food vending permit in the City of Monterey is $192. The City should consider which fee levels are appropriate given that the City of Monterey would be our biggest competitor for attracting food truck businesses.

Staff proposes to create three separate fees for mobile food vending. The fee would be based on the type of vending permit being applied for: peddler (to be renamed sidewalk vending) roaming, and stationary. Staff has made recommendations on potential fees for the each permit type shown below with both a yearly permit fee and the monthly breakdown as well. Staff has also provided potential fee ranges if the Council feels reduced fees would be more appropriate.

- Recommended fee for sidewalk vending permit = $200 per year ($15/month + admin fee and state fee totaling $20).
    - Potential fee range:
        - (low) $200 per year ($15/month +$20)
        - (middle) $290 per year ($22.50/month + $20)
        - (high) $380 ($30/month +$20)

- Recommended fee for roaming vending permit = $440 per year ($35/month + admin fee and state fee totaling $20).
    - Potential fee range:
        - (low) $440 per year ($35/month +$20)
        - (middle) $620 per year ($50/month + $20)
        - (high) $780 ($65/month + $20)

- Recommended fee for designated stationary vending permit = $860 per year ($70/month + admin and state fee totaling $20).
    - Potential fee range:
        - (low) $680 per year ($55/month +$20)
        - (middle) $770 per year ($62.50/month + $20)
        - (high) $860 ($70/month + $20)

General Plan Consistency

The City's General Plan is the primary long-range planning document that provides the vision for the future growth and development of Seaside. These code text amendments are in conformance with the following policies and standards in the City's General Plan:

- Policy LU-1.3: Encourage regional commercial and visitor-serving commercial development that will enhance the identity of Seaside and attract visitors to the community.
- Policy ED-1.2: Diversify the local economy by targeting business development and attraction efforts toward businesses whose economic cycles are less likely to correspond to those of major retailers in the City.
- Goal ED-2: Maintain a business climate in Seaside that supports the growth and prosperity of businesses that are advantageous to the community.
- Goal ED-4: Attract and expand local serving retail and services in existing commercial areas.

FISCAL IMPACT

None.

ATTACHMENTS

Attachment 1: Exhibit B, Figures 1 and 2
Attachment 2: Emergency Ordinance 2000
Attachment 3: On the Go, Insights Into Food Truck Regulations
Attachment 4: National League of Cities Food Truck Report
Attachment 5: Approved 2hr Parking Broadway Side Streets
Attachment 6: Survey Results – Public Responses
Attachment 7: WBUV Business Survey Results

Reviewed for Submission to the City Council by:

Craig Malin, City Manager

Figure 1: Prohibited Parking -Roaming Vendors (M-Sa 7am-5pm)

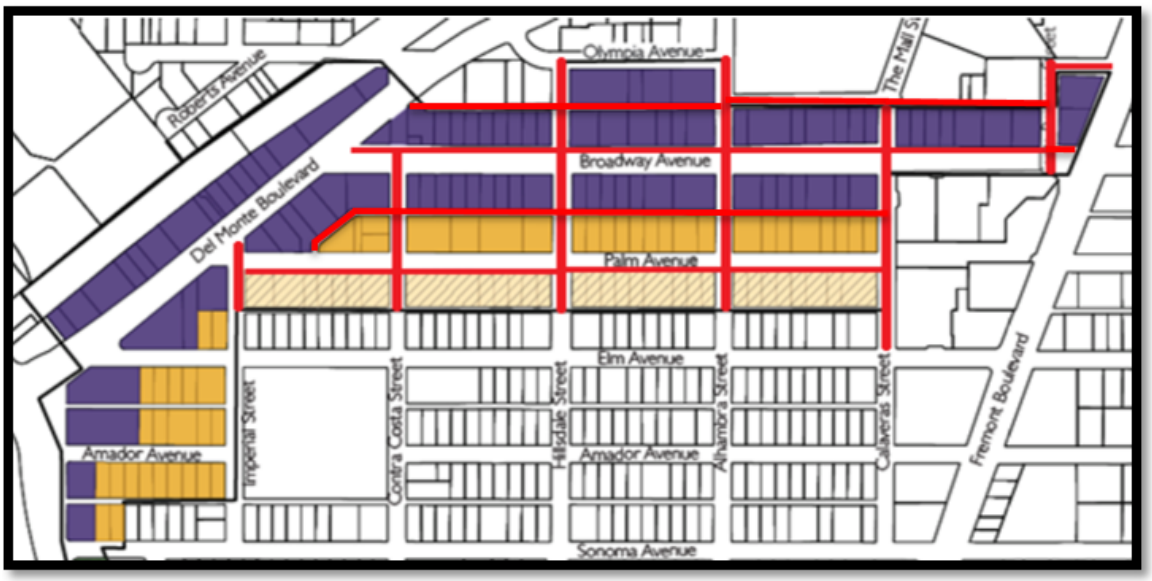


Figure 2: Proposed Stationary Food Locations

Restaurant ■ Proposed Stationary Location: ●

ORDINANCE NO. 2000

AN URGENCY ORDINANCE OF THE CITY OF SEASIDE

DECLARING A MORATORIUM ON THE ISSUANCE OF MOBILE FOOD TRUCK USE PERMITS OR ANY NEW FOOD TRUCKS

THE CITY COUNCIL OF THE CITY OF SEASIDE HEREBY ORDAINS AS FOLLOWS:

Section 1. Findings. On February 18, 2021, the City Council adopted considered the adoption of this Ordinance at a duly noticed public meeting and on the basis of the record thereof finds the following facts to be true.

a. The City currently has multiple itinerant vendors, and in particular, food trucks, barbeque and food trailers and other similar mobile food cooking vehicles; and

b. Food trucks, barbeque and food trailers and other similar mobile food cooking vehicles (collectively "food trucks") encourage the congregation of people in a manner which is inconsistent with current public health guidelines; and

c. The City Council met on February 4, 2021 and directed that a new mobile food truck ordinance be developed; and

d. The community has raised concerns regarding the hours, truck density, residential impacts, traffic and pedestrian safety in the public right of way, proximity to and concentration of food trucks near brick and mortar restaurants which are of immediate concern; and

e. The City has received complaints of mobile food trucks parking in front of brick and mortar businesses; and

f. The City intends to study, within a reasonable time, the adequacy of its existing ordinances and the potential need to adopt or amend its regulations regarding mobile food trucks. The City Council and the people of Seaside require a sufficient and reasonably limited time to consider and study legally appropriate and reasonable policies regulating issuance of use permits for mobile foods trucks and to allow the public adequate time to address the concerns raised above in order to prevent negative impacts on neighboring residents and the business community. The City Council has the authority to adopt an urgency interim ordinance pursuant to the Seaside Municipal Code and Government Code Section 65858 in order to protect the public health, safety, or welfare for a 45-day period.

g. There is a current and immediate threat to the public health, safety, and welfare presented by the issuance of mobile food truck use permits and precluding any approval of a mobile food truck.

h. There is therefore an urgent necessity for the City to adopt a temporary moratorium on the issuance of mobile vendor use permits and approval of any additional mobile food truck to take effect immediately.

Section 2. Moratorium. The City hereby declares a moratorium on the issuance of mobile food truck use permits or the approval of any additional mobile food truck.

Section 3. Term. This Ordinance is an urgency ordinance for the immediate preservation of the public peace, health, and safety within the meaning of Seaside Municipal Code Section 2.02.380.D and Government Code Section 36937(b) and therefore shall be passed immediately upon its introduction and shall become effective immediately upon its adoption. This Ordinance shall expire 45 days after its adoption unless extended by the City Council at a regularly noticed public hearing pursuant to California Government Code Section 65858(a).

Section 4. CEQA Finding. The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance and establishment of the interim moratorium hereby, will have a significant effect on the environment, because the moratorium imposes greater limitations on the issuance of use permits for mobile food trucks or the approval of any mobile food truck is in the City than the limitations currently required under the Municipal Code, and will thereby serve to reduce potential significant adverse environmental impacts. It is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

Section 5. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

Section 6. Urgency Measure. Pursuant to the facts set forth herein above, this ordinance is hereby declared to be an urgency measure necessary for immediate protection of the public health, safety and general welfare, and shall become effective immediately upon adoption if approved by at least four-fifths vote of the City Council and shall be in effect for 45 days from the date of adoption unless extended by the City Council as provided for in the Government Code.

Section 7. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same or a summary thereof to be published and posted in the manner required by law.

INTRODUCED, PASSED AND ADOPTED at a regular City Council meeting duly held on the 18th day of February, 2021 by the following vote:

AYES:	5	COUNCIL MEMBERS: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	0	COUNCIL MEMBERS: None
ABSENT:	0	COUNCIL MEMBERS: None
ABSTAIN:	0	COUNCIL MEMBERS: None

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

HARVARD Kennedy School
ASH CENTER
for Democratic Governance
and Innovation

On the Go: Insights into Food Truck Regulation

Paper Series: Regulatory Reform for the 21st-Century City, an Initiative of the Ash Center for Democratic Governance and Innovation

Jessica Huey, Harvard Kennedy School, MPP Candidate

2/20/2015

ON THE GO: INSIGHTS INTO FOOD TRUCK REGULATION

Paper Series: Regulatory Reform for the 21st-Century City, an Initiative of the Ash Center for Democratic Governance and Innovation

Abstract

Mobile food vending dates back to as early as 1866 with the creation of the "chuckwagon" to feed roaming cattlemen in Texas. Since the late 2000s, however, food truck popularity has exploded capturing the attention of not only consumers and entrepreneurs but also regulators and city officials. A number of hypotheses exist for the dramatic rise of food truck vendors. Some cite the recession's impact on brick and mortar establishments while others point to the use of social media which enable vendors to reach followers in real-time. Whatever the cause, it is clear that food truck vendors aren't planning on going away any time soon.

Cities across the country are recognizing that existing regulations do not adequately address the challenges of operating food trucks. According to a 2012 forecast by Intuit Inc., the food truck industry is projected to account for approximately $2.7 billion in food revenue by 2017, making it a substantial player in the food service industry.[1] This case study presents a review of the current state of the mobile food vending industry, the challenges facing cities in regulating this industry, and examples of how four cities – Austin, Washington D.C., Boston, and Portland - have attempted to balance entrepreneurship with the preservation of public health and safety as they implement regulatory reforms.

The Problem

Prior to 2008, mobile food vendors could most commonly be found scattered around construction sites and a select number of street corners. The recession's halting effect on the economy, however, changed the landscape of mobile food vendors as construction stalled and many entrepreneurs began to rethink the mobile food industry.

First garnering national attention in large urban centers like Los Angeles and New York City, food trucks have since spread to cities large and small. Offering an alternative for

[1] Food on Wheels: Mobile Vending Goes Mainstream, September 2013. www.nlc.org/Documents/Find%20City%20Solutions/Research%20Innovation/Economic%20Development/FoodTruckReport2013_Final_9-26.pdf

both business owners and consumers leading increasingly on-the-go lifestyles, food truck vendors benefit from their ability to more easily reach new customers bases while customers benefit from increased variety.

As food trucks have grown in popularity, many city officials wrestle with how to update regulations to mitigate any negative externalities. For many cities, existing regulations applied to mobile food vendors were originally narrowly defined for ice cream and hot dog vendors. Municipalities are being forced to revisit these regulations as issues arise over competitiveness, parking, sanitation, property and sales taxes, and proximity to brick and mortar businesses. Feeling the impact of competition, many restaurant associations are also weighing in to ensure this new industry is subject to the same health and safety regulations as other food service providers. All of this has provided much fodder for the public debate on whether food trucks should be allowed to operate, and if so, how they should be regulated.

Understanding the Problem

To fully grasp the mobile food movement debate, it is necessary to recognize the challenges of varied state and local approaches to regulation. Other major issues include how cities can best provide enforcement mechanisms, ensure fair competition, and protect public health and safety.

Varied Regulatory Approach

One of the major hurdles with the rapid growth of food trucks is that each locality has a different approach to regulating, making it difficult to implement standardized regulations. Regulatory debates are shaped by the different perspectives of local stakeholders, including food truck vendors, local restaurant owners, restaurant associations, consumers, and city officials. These regulations – or lack thereof - often reflect the priorities and values of these stakeholders. Portland, for example has actively promoted food trucks as a means to spur economic activity. Other cities have faced strong resistance to food-truck friendly regulations largely due to vocal opposition from restaurant associations.

In some cases, there is tension between state and local regulations. For example, when the City of Los Angeles attempted to impose stricter local rules on mobile food vending, courts overturned these attempts. This is due in part to the fact that catering trucks are regulated by state law, which allows local governments only the authority to impose additional regulations to protect public safety or health. In 1993, the state of California declared in Barajas v. City of Anaheim that the use of streets for commercial purposes is a matter of public concern and subject to regulation imposed by the state, and not the city. A 2006 ordinance prohibiting food trucks from parking in the same spot in a residential neighborhood for more than a half-hour or in a commercial area for more

than an hour was overturned based on the fact that it did not directly affect public health or safety of citizens.[2]

Enforcement

In addition establishing regulations, many cities are challenged with implementing effective enforcement. In densely populated cities like New York City where the demand for mobile vending permits often exceeds supply, the bureaucratic processes and waitlists for obtaining a permit present stiff barriers to entry for new vendors.[3] As a result, there are many reports of unlicensed vendors. In Los Angeles, an estimate from the Los Angeles County Health Department speculated that around 11,000 illegal vendors operate every day within the county – of which an increasing number are illegal food vendors.[4] According to the U.S. Food and Drug Administration, over 2,000 different state and local agencies in the United States are responsible for inspecting food trucks across the country.[5] Once identified, such illegal vendors can face fines, jail time and have their property confiscated if they are caught selling food illegally. Many cities, however, simply lack the manpower for effective enforcement.

Ensuring Fair Competition

Another major concern with the dramatic rise in food trucks is whether there is fair competition between mobile food vendors and brick and mortar restaurants. Restaurants want to ensure food trucks are subject to many of the same operating regulations while food truck operators would like regulators to think critically about which regulations are appropriate for this new industry.

Some restaurant owners argue that mobile food vendors are not subject to the same taxes as brick and mortar restaurants, such as property taxes. Mobile food vendors contend that they are still required to pay taxes on their mobile truck and equipment, gas, and all required municipal sales taxes, which can vary if vendors cross city or county borders.

With respect to state and local taxes, some states have taken steps to enact new sales tax legislation that has positively benefitted mobile food vending. Recently, California's State Board of Equalization adopted a regulation that saves food truck operators the

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[2] UCLA Law Students Help Taco Truck Operators Overturn LA Ordinance, June 2009. http://latimesblogs.latimes.com/lanow/2009/06/ucla-law-students-help-taco-truck-operators-overturn-la-ordinance.html

[3] The Food Truck Business Stinks, May 2013. www.nytimes.com/2013/05/12/magazine/the-food-truck-business-stinks.html?pagewanted=all&_r=0

[4] 40 Percent of LA Food Trucks and Carts Unchecked by Health Inspectors, April 2014. www.scpr.org/programs/airtalk/2014/04/08/36839/forty-percent-of-la-food-trucks-and-carts-unchecke/

[5] Food Truck Secrets: 10 Things Food Trucks Don't Want You to Know, September 2012. www.huffingtonpost.com/2012/07/23/food-truck-secrets-10-things_n_1694775.html

hassle of charging their customers a different sales tax rate as they drive from city to city. Effective July 1, 2014, the regulation presumes sales tax is included in the price of taxable items if the retailer has not added it separately.[6]

Debates of fair competition also include the issue of use of public and private space. Mobile food vending is most popular in cities with lots of foot traffic. In already densely packed downtown areas, public and private parking for food trucks can be limited. To regulate these spaces, cities have used various approaches including creating food truck hubs or pods as in Austin and Portland or establishing designated food truck parking zones with lottery assignments like Washington D.C. and Boston. Other cities regulate the geographic boundaries between food trucks and brick and mortar restaurants.

Ensuring Public Health and Safety

The food truck regulatory reform debate invariably leads to questions about public health and safety. Many cities and states require food trucks to use a commissary. Commissaries are established commercial kitchens where food service providers can go to prepare and store food. In cities with regulations prohibiting mobile food vendors from preparing, storing, or cooking food on the food truck, commissaries are critical. Commissaries also provide cleaning and sanitation areas and facilities to safely dispose of grease, used water, and solid waste.[7]

Some cities are exploring regulatory reforms that work around existing health codes in a way that still protects public health. In 2011, Go Box, a local Portland business, introduced a business model that allows consumers to use re-usable containers despite health code Section 3-304.17 which prevents customers from bringing their own containers for takeout. Go Box's model allows customers access to reusable containers that can be deposited at a number of drop-off sites to be professionally cleaned and returned to participating food truck operators.

In other sustainability efforts, the City Council in Austin passed a measure in May 2014 that makes it easier for food truck vendors to recycle and compost. Under the previous health code, it was difficult to offer composting or recycling services. This ordinance would allow mobile food establishments to provide solid waste, recycling, compost, or used oil receptacles on the same property and detached from the mobile food establishment.[8]

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[6] Board of Equalization Serves Up Simpler Sales Tax Regulation for Food Trucks, June 2014. http://www.boe.ca.gov/news/2014/92-14-G.pdf

[7] How to Start a Food Truck: Learn About Commissaries, February 2014. http://foodtruckr.com/2014/02/start-food-truck-learn-commissaries/

[8] Austin City Council, May 2014. http://www.austintexas.gov/edims/document.cfm?id=209384

Regulatory Reform Policy Areas

In September 2013, the National League of Cities produced *Food on Wheels: Mobile Vending Goes Mainstream*, a report exploring regulatory reform areas for cities to consider when regulating the mobile food vending industry. After analyzing 13 cities of varying size, the report identified four main policy areas of focus for regulators:

1) **Economic Activity** – aspects of food truck regulation that could potentially enhance economic development (e.g., streamlining permitting processes and permitting costs)

2) **Public Health** – aspects related to sanitation and food safety

3) **Public Safety** – aspects related to the utilization of private property, vending proximity to schools, and pedestrian safety

4) **Public Space** – aspects of food truck regulation that deal with the use of the utilization of public property to conduct business (e.g., time constraints, proximity rules, and geographic limitations related to density)

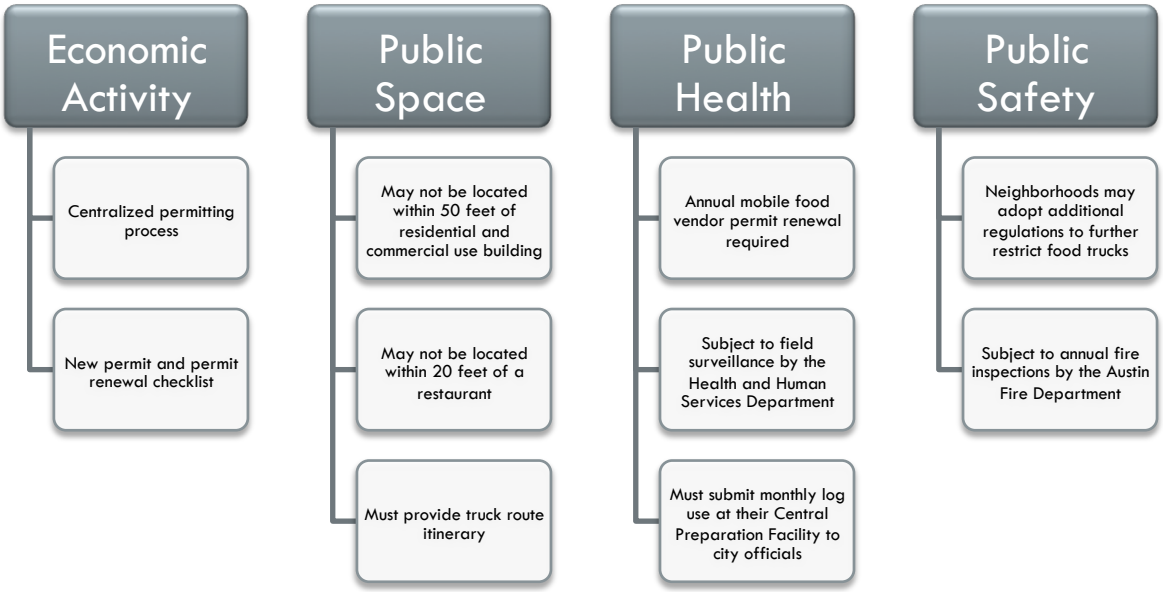
These policy areas are among the most debated in the mobile food vending regulatory reform process and will be the basis of our analysis. The following case studies will highlight four cities and provide an overview of their attempts to enact regulatory reforms in these areas.

Case Studies

Economic Activity – Austin, TX

Austin, TX

- **Population**
  - 885,400 (2013)
- **Municipal Code**
  - Austin City Code, Sec. 10-3-1: Mobile Food Establishments
- **Relevant Website**
  - Planning and Development Review Department
  - www.austintexas.gov/department/mobile-food-establishments
- **Estimated Number of Food Truck Permits**
  - 1,400+ mobile food vendor permits in Travis County (2012)



Local Context

Known for their food-trailer parks – or hubs of stationary food trucks – Austin's mobile food vending scene has developed almost as rapidly as the city's economy since 2007. During the recession, food trucks became a popular venture with over 900 registered food vendors in Travis County by the end of 2008. By 2012, the City of Austin's Health

and Human Services Department reported over 1,400 registered mobile food vendors in the county.[9]

During this same period, Austin's economy and population were also growing rapidly. According to the 2013 Census Bureau estimates, Austin had the greatest population growth among all U.S. cities with fewer than 1 million residents.[10] By 2013, Austin's economy was thriving, leading the nation's cities in gross metro product growth at 4.6 percent.[11]

While the rapid growth was good for Austin's economy, it impacted the mobile food industry by making it more difficult to find open land suitable for food-trailer parks. Food-trailer parks gained popularity from vendors because they could share resources and often attract a stable following. The food-trailer park model also benefits landowners who collect rent from vendors after obtaining the permits and installation necessary to provide electricity and other resources. Despite the challenges of finding open land, many vendors are enjoying Austin's economic boom and the demand for food trucks by Austin residents have helped put the food truck scene on the map.

Regulatory Reform Highlight: Economic Activity

Since 2008, the City of Austin has taken significant steps to encourage the growth of mobile food vendors while ensuring the protection of neighborhood interests. To facilitate growth, the City of Austin streamlined the permitting process for mobile food vendors which previously required vendors to deal with multiple departments for all the appropriate permits. With a centralized permitting process, applicants are presented with a checklist of all the forms required in order to receive a mobile food vendor permit. Mobile food vendors in Austin are subject to annual health and fire safety inspections and vendors are also required by law to disclose a central preparation facility, or CPF, where they store, clean and dispose of their products.[12] Enforcement of these regulations lie within the jurisdiction of the City of Austin Code Department, the City of Austin Zoning and Right of Way Departments, and the City of Austin Health and Human Services Department who work together to regulate food truck activity.

While encouraging economic growth, the City of Austin has still remained responsive to the community's interests. The city currently allows for neighborhoods to adopt more

[9] Food Truck Industry at Crossroads, March 2013. http://impactnews.com/austin-metro/central-austin/food-truck-industry-at-crossroads/

[10] Everything's Bigger, and Still Getting Bigger, in Texas, May 2014. http://www.usnews.com/news/articles/2014/05/22/texas-cities-among-nations-fastest-growing-us-census-bureau-says

[11] Austin's Strong Metro Economy Will Stay Ahead of the Pack for Years, Report Says, June 2014. http://www.bizjournals.com/austin/news/2014/06/20/austins-strong-metro-economy-will-stay-ahead-of.html?page=all

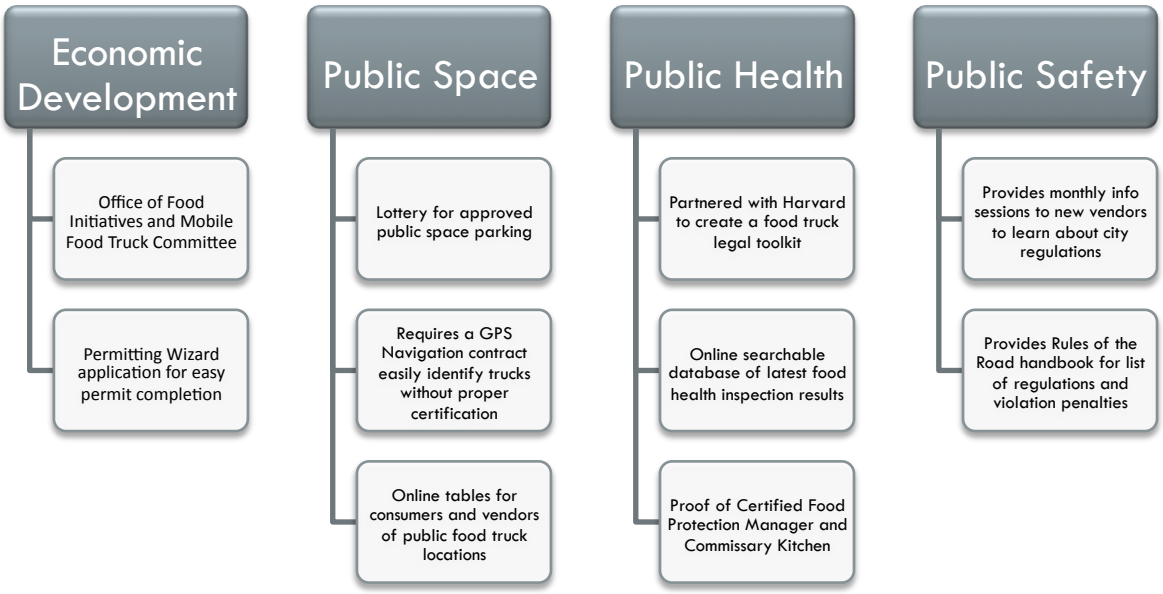
[12] Food Trailers and the Health Department. http://foodtrailersaustin.wordpress.com/food-trailer-health-inspections/

restrictive regulations for mobile food establishments with respect to operating times and locations, subject to City Council approval. The Planning and Development Review Department provides a map indicating zones with additional restrictions on its website – making it easy for the public and vendors alike to be aware of current regulations.

Public Health – Boston, MA

Boston, MA

- **Population**
  - 645,966 (2013)
- **Municipal Code**
  - Mobile Food Truck Ordinance
  - www.cityofboston.gov/foodtrucks/regulations/ordinance.asp
- **Mobile Food Vendor Regulation Website**
  - www.cityofboston.gov/foodtrucks/
- Estimated Number of Food Truck Permits
  - 80+ food trucks (2014)



Local Context

With less than a hundred food trucks, Boston's food truck scene may be small in numbers but it certainly has not been overlooked by city officials. Since food trucks became popular in Boston's dining scene in 2011, the City has been active in promoting the industry's growth while focusing on ensuring a healthy and sustainable industry.

Boston's approach to mobile food vending largely focuses on transparency and collaboration. In 2010, the City of Boston established the Office of Food Initiatives. As part of this effort, the City later established the Boston Food Truck initiative which brought healthy food trucks hosted by the city to downtown Boston and into residential neighborhoods.

To help food truck vendors navigate the process of starting up a food truck business, the city has an Office of Food Initiatives as well as a Mobile Food Truck Committee. As required by ordinance, the Mobile Food Truck Committee includes representatives from the Department of Public Works, the Transportation Department, the Inspectional Services Department, the Police Department, the Fire Department, the Director of Food Initiatives, and the Assessing Department who collaboratively review and approve food truck applications.

Since 2012, the City of Boston has implemented a Live Lottery to provide new and existing mobile food vendors with equal access to all city-approved public sites. This year vendors entered into a lottery to select from over 500 shifts available for the upcoming vending year, which begins April 1, 2015.

Regulatory Reform Highlight: Public Health

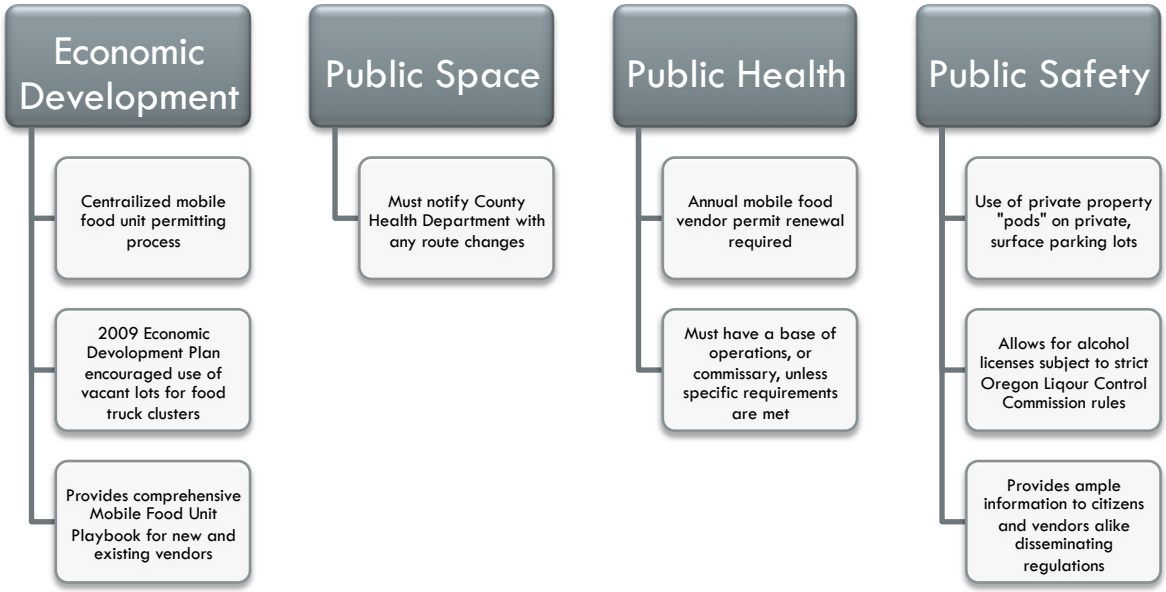
Often recognized as one of the most innovative cities, the City of Boston has long been using data and technology to advance public good. As part of the city's food truck permit application process, all mobile food vendors are required to register with a GPS navigation contract. Data is shared with the city to update the Office of Food Initiative's food truck website. This data is open to the public and allows customers and city officials to see which food trucks are vending only during vending hours. This also helps the city ensure that registered food trucks are vending in the appropriate locations at the appropriate times, thus allowing the city to better identify illegal vendors operating without proper certification.

While many cities have established health and safety codes for mobile food vendors, the City of Boston allows residents to access data in a user-friendly format. In accordance with the Massachusetts State Sanitary Code, food service establishments are inspected at least once per year. New restaurants cannot open without an inspection and approval from the Health division. The City of Boston, in addition to listing all food truck locations on the Office of Food Initiative's food truck website, provides data for all food health inspections via The Mayor's Food Court – Establishment Search, an online searchable database with the latest available inspection ratings by the Health Division of the Boston Inspectional Services Department. The site provides a list of previous inspections, ratings, as well as links to specific violations with comments. The city also provides an online, interactive food truck permitting guide to help ensure vendors are advised of the appropriate regulations.

Public Safety – Portland, OR

Portland, OR

- **Population**
  - 609,456 (2013)
- **Municipal Code**
  - Oregon Admin. Rules, Sec. 333-162-0020: Mobile Food Units
- **Relevant Website**
  - Bureau of Planning and Sustainability
  - www.portlandoregon.gov/bps/52798
- **Estimated Number of Food Truck Permits**
  - 800+ licensed mobile food units (2014)



Local Context

With the rise in food trucks in Portland beginning in the 1990s, the city has long been referred to as the country's food truck capital. In 1997, a working group was established to create guidelines for the mobile food vendors. In 2009, the city developed an Economic Development Plan which specifically incorporated the mobile food industry. In the plan, the city outlined steps to encourage the use of vacant lots for food truck clusters to deter blight and promote economic development. As of 2014, the city

estimates over 800 licensed food vendors are operating in Portland and the surrounding Multnomah County.[13]

Regulatory Reform Highlight: Public Safety

A major challenge for mobile food vendors is how to integrate into a community while preserving public safety of citizens in public spaces. One solution is to create better utilization and regulation of private property where food trucks can reside without competing for limited public space. A second solution is to ensure both food truck owners and citizens are well informed about food truck operations and regulations. Well-disseminated information about regulations is a key to ensuring public safety.

Portland's food truck scene has led the way for developing regulations that would allow for the creative use of private property to create "pods". By transforming vacant lots into food truck hubs, Portland generated more foot traffic into areas that may have been subject to blight and crime. With over 20 pods in the city, vendors are able to share resources and build community. These regulations have helped food truck vendors not only establish themselves in the community but also play a role in revitalizing these vacant lots. Current regulations provide that as long as stationary mobile carts have functional wheels, an axle for towing, and are located in a commercial zone, they are considered vehicles and are not required to conform to zoning or building codes on private property. Portland also recently became the first city to pass regulations that allow food truck vendors to obtain alcohol licenses. In 2014, nearly a third of the city's food car pods served beer, wine or cocktails, under strict compliance with the Oregon Liquor Control Commission.14

Portland has also been looked to as a model of a city that allows the mobile food industry to thrive while ensuring regulations are well-disseminated. Citizens and food truck owners alike can find ample information online about food trucks via sites like Food Carts Portland which offers tips for helping new vendors and maps of the food truck pods as well as links to a number of previous studies on the impact of food trucks on the Bureau of Planning and Sustainability's website.

Beyond the mobile food vendor application itself, the city also provides easy access to information about how to operate vending carts on private property and a detailed Mobile Food Unit Playbook with examples of different types of vendors and flowcharts to aid new vendors through the application process. The latest food safety news can be found on the Chefs Connection – Multnomah County Food Safety Blog which helps vendors stay up to date on regulations and provide tips for safer food handling.

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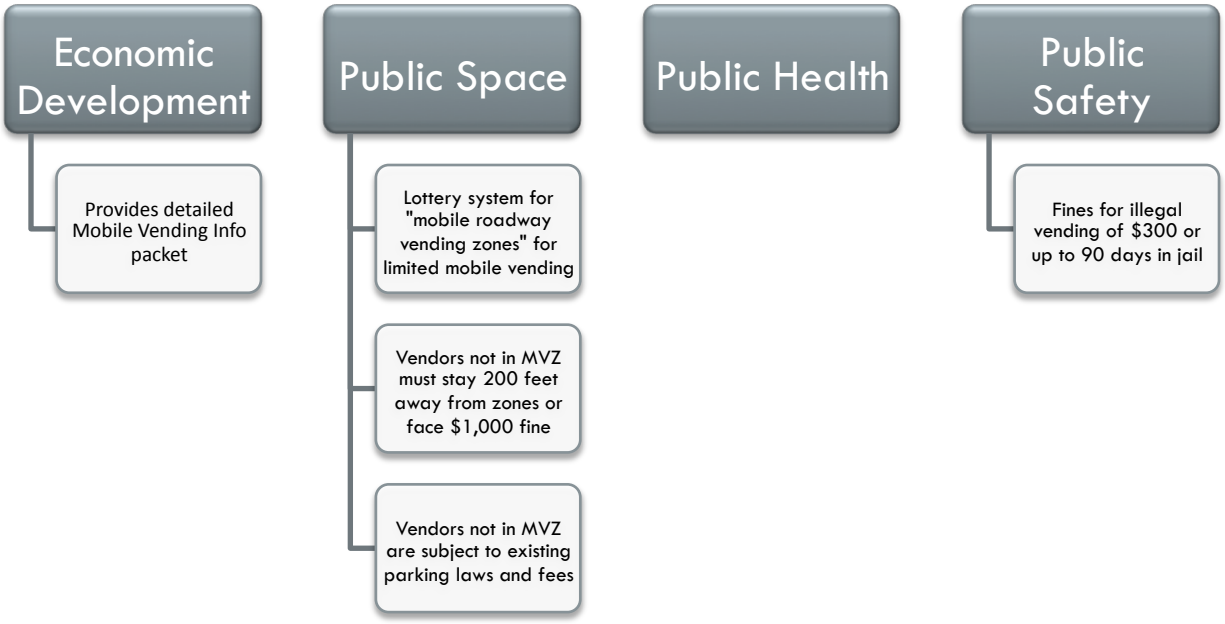
[13] Portland's Food Carts Thrive, While SF's Languish, September 2014. http://missionlocal.org/2014/09/portlands-food-carts-thrive-while-sfs-languish/

[14] Food Cart Culture Digs In, Grows Up, Has a Few Drinks, May 2014. http://www.pamplinmedia.com/pt/9-news/218877-78013-food-cart-culture-digs-in-grows-up-has-a-few-drinks-

Public Space – Washington, DC

Washington, D.C.

- **Population**
  - 646,449 (2013)
- **Municipal Code**
  - DCMR Vending Regulations - Title 24, Ch.5
- **Relevant Website**
  - Department of Consumer and Regulatory Affairs: http://dcra.dc.gov/service/mobile-food-truck-licensing-information
- **Estimated Number of Food Truck Permits**
  - 200+ registerd mobile food vendors (2013)



Local Context

For the past four years, the debate over the regulation of mobile vending in Washington D.C. has been closely monitored by its many stakeholders. In 2013, after multiple proposals and amendments, new regulations were passed affecting over 200 registered mobile food vendors. These new regulations included health and safety provisions as well as the much discussed "Mobile Roadway Vending Lottery."

Prior to these new regulations, the Department of Consumer and Regulatory Affairs allowed food trucks to operate under regulations for ice cream trucks as they worked on new regulations. In December 2010, the city council engaged in a lengthy debate over the future of mobile vending operations. The regulations passed in 2013 were a major step towards re-evaluating the current regulatory structure of mobile food vending.

Regulatory Reform Highlight: Public Space

The new city regulations have helped provide guidelines on one of the primary concerns of the local mobile food industry – use of public space. Under the Mobile Roadway Vending Lottery system, the city allows a limited number of vending vehicles, chosen through a rotation-based lottery system, to sell food (or other goods).[15] The lottery occurs monthly and allows vendors to rank their location preference for each day of the week. There are 95 spots in eight different zones that vendors are able to apply for between the hours of 10:30am and 2:30pm. Vendors pay $25 each month to enter the lottery and $150 if they accept an assignment.

When vendors are selected by the lottery, they are assigned to their highest preferred location which has an available space. If no spaces are available when selected, they will be assigned as "off". No vendor will be assigned an "off" day unless the number of lottery entrants exceeds the number of available spaces (i.e. greater than 95 lottery entrants). Based on this rotation lottery system, no vendor will be assigned a second "off" day until every entrant has had a first "off" day, thus ensuring equal access. Vendors who do not receive a spot via the rotation-based lottery system on a particular day must stay at least 200 feet away from the zones or face a $1,000 fine. The three agencies that oversee regulations of food trucks include the Department of Consumer and Regulatory Affairs, the Department of Transportation, and the Department of Health.

While the effects of these regulations have yet to be seen, Washington D.C. is making steps to tackle the issue of regulating public space. This case is also an example of the growing mobilization of food truck owners' participation in regulatory debates. With associations like the DMV (D.C., Maryland, Virginia) Food Truck Association and other trade associations being established nationwide – often as a result of lengthy debates with city councils and local restaurant associations - there is a growing trend of food truck owners coming together to strategically represent the collective interests of all mobile food vendors.

[15] D.C.'s Food Trucks Try to Adjust to the City's New Regulations, December 2013. http://www.washingtoncitypaper.com/blogs/youngandhungry/2013/12/11/d-c-s-food-trucks-try-to-adjust-to-the-citys-new-regulations/

Results

As the mobile food industry has grown, it has forced cities across the country to consider the economic and social impact of this industry on all citizens. Every city faces a unique set of challenges – the cases presented here looking at Austin, Boston, Portland, and Washington D.C. - demonstrate the different approaches to regulating the industry based on the input of stakeholders and the status of the local economy. As the examples show, cities are increasingly looking at food trucks not only as an alternative to traditional dining but also as a player in larger economic and community development plans.

The disruption of food trucks has forced cities to think critically about what and how they choose to regulate. Whether it is by leveraging data and technology to support traditional enforcement or by redefining existing regulations, regulatory reform efforts in the food truck industry have resulted in a wide range of approaches that at the end of the day are aimed at helping you answer the age-old question of “What’s for lunch?”.

About the Author

Jessica Huey is a MPP candidate at the Harvard Kennedy School of Government. Prior to attending the Kennedy School, Jessica spent five years working for the City & County of San Francisco focusing on workforce development initiatives and labor negotiations. Jessica got her start with the City & County of San Francisco as a member of the inaugural class of City Hall Fellows, a year-long fellowship program in local government. Jessica received a BA from Brown University with a double major in Public Policy and Hispanic Studies.

About this Project

The Regulatory Reform for the 21st-Century City project, funded by the Smith Richardson Foundation, is exploring, identifying, and developing a best practice framework and accompanying resources for cities seeking to learn more about regulatory reform. This work addresses the fine balance between public health and safety and economic development in regulation at the local level. As part of this project, this paper series is a resource for those US and international cities looking to learn more about regulatory reform, as well as those interested in replicating and adapting best practices to streamline regulatory development, licensing and permitting, and compliance in their own cities.

About the Series Editor

Stephen Goldsmith is the Daniel Paul Professor of the Practice of Government and the Director of the Innovations in American Government Program at Harvard's Kennedy School of Government. He currently directs Data-Smart City Solutions, a project to highlight local government efforts to use new technologies that connect breakthroughs in the use of big data analytics with community input to reshape the relationship between government and citizen. He previously served as Deputy Mayor of New York and Mayor of Indianapolis, where he earned a reputation as one of the country's leaders in public-private partnerships, competition, and privatization. Stephen was also the chief domestic policy advisor to the George W. Bush campaign in 2000, the Chair of the Corporation for National and Community Service, and the district attorney for Marion County, Indiana from 1979 to 1990. He has written *The Power of Social Innovation*; *Governing by Network: the New Shape of the Public Sector*; *Putting Faith in Neighborhoods: Making Cities Work through Grassroots Citizenship* and *The Twenty-First Century City: Resurrecting Urban America; and The Responsive City: Engaging Communities Through Data-Smart Governance.*

NATIONAL LEAGUE of CITIES

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FOOD ON WHEELS:
Mobile Vending Goes Mainstream

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Executive Summary

Mobile food vending generates approximately $650 million in revenue annually.[1] The industry is projected to account for approximately $2.7 billion in food revenue over the next five years, but unfortunately, most cities are legally ill-equipped to harness this expansion. Many city ordinances were written decades ago, with a different type of mobile food supplier in mind, like ice cream trucks, hot dog carts, sidewalk peddlers, and similar operators. Modern mobile vending is a substantial departure from the vending typically assumed in outdated local regulations. Vendors utilize large vehicles packed with high-tech cooking equipment and sanitation devices to provide sophisticated, safe food usually prepared to order.

Increasingly, city leaders are recognizing that food trucks are here to stay. They also recognize that there is no "one size fits all" prescription for how to most effectively incorporate food trucks into the fabric of a community. With the intent of helping city leaders with this task, this guide examines the following questions: What policy options do local governments have to regulate food trucks? What is the best way to incorporate food trucks into the fabric of a city, taking into account the preferences of all stakeholders?

Thirteen cities of varying size and geographic location were analyzed for this study. Information on vending regulations within each of these cities was collected and analyzed, and supplemented with semi-structured interviews with city staff and food truck vendors.

Based on recurring themes and commonalities, regulations are grouped into four policy areas:

- Economic activity: this policy area provides insight into aspects of food truck regulation that could potentially enhance economic development, and looks at specific processes that can be barriers to market entry. Two areas of regulation that impact economic activity - streamlining and permit costs – are examined, with recommendations provided for each.
- Public space: mobile vending takes place on both public and private property, but public property presents a unique set of challenges. With the rapid expansion of food trucks, there is increased demand for limited space, which increases the likelihood of conflicting interests and encroaches upon the ability of stakeholders to maximize the advantages that public space can offer. Time constraints, proximity rules, and geographic limitations related to density are examined here, with recommendations provided for each.
- Public health: this is one of the most basic concerns regarding mobile vending. All stakeholders realize the need for comprehensive regulations around sanitation and food safety. These issues should be addressed within a regulatory framework that is cost-efficient, thorough, and results in a streamlined process for all stakeholders.
- Public safety: public safety is a key reason why many cities began regulating food trucks. Regulations examined here include private property, vending near schools, and pedestrian safety, with recommendations provided for each.

All of the recommendations in this guide include regulatory best practices that are currently in place in the selected cities. These best practices provide a balance of the concerns and interests of the four stakeholder groups identified in this report: (1) mobile vendors (this term is used interchangeably with 'food truck' throughout the guide) and food truck/industry associations, (2) restaurants and restaurant associations, (3) the community, and (4) city government.

In addition, five overall recommendations for cities looking to update their regulations for mobile vending are also included:

1. **Hold Town Hall Forums and Private Meetings with Core Stakeholders.**
2. **Encourage Dialogue and the Building of Relationships Among Competing Stakeholders.**
3. **Implement Pilot Programs to Determine What Regulations to Adopt.**
4. **Use Targeted Practices as a Way to Address Underserved Areas of the City.**
5. **Identify Private Vacant Lots and Create Partnerships for Mobile Vendors to Gather and Vend in the Same Location.**

The recommendations included here are intended to be flexible enough to accommodate different circumstances, but logical enough to provide useful guidance to local leaders interested in integrating food trucks into city life for the benefit of both their residents and existing businesses.

Introduction

Mobile vending has grown considerably in recent years, generating approximately $650 million in revenue annually.[2] The rapid expansion of mobile vending, or food trucks, is attributed to residents' desire for quality, value, and speed; an appreciation for fresh, local food; and a preference for small and sustainable business. As such, mobile vending is also commonly used as a means to expand economic opportunity, and enrich communities by improving access to goods and produce not otherwise available through area merchants. The recent recession has also made food trucks an appealing option for hopeful restaurateurs, as they are an easier and more cost-friendly alternative to opening a brick and mortar restaurant. Many entrepreneurs have capitalized on the mobile vending industry, creating opportunities for self-sufficiency and upward mobility.[3]

The mobile vending industry is on pace to quadruple its revenue stream over the next five years, but unfortunately, most cities are legally ill-equipped to harness this expansion. Many city ordinances were written decades ago, with a different type of mobile food supplier in mind, like ice cream trucks, hot dog carts, sidewalk peddlers, and similar operators.

Modern mobile vending is a substantial departure from the vending typically assumed in outdated local regulations. Vendors utilize large vehicles packed with high-tech cooking equipment and sanitation devices to provide sophisticated, safe food usually prepared to order. Food trucks also take up a significant amount of space, require more safety and health oversight, cater to a different customer than the aforementioned types of mobile vendors, and have a more challenging relationship with brick and mortar restaurants and other vendors.

Advocates of stricter regulations generally assert that mobile vending congests sidewalks and streets, are unsanitary, and diminish urban quality of life. Regulations that currently impede mobile vending operations in U.S. cities commonly include public property bans, restricted zones, proximity bans, and duration restrictions. Supporters tend to argue that food trucks provide affordable, high quality food, rejuvenate public space, and fairly compete with size and open-air limitations. City officials have to balance these interests by regulating food and traffic safety without impeding the creativity and innovation of this popular market, but because the industry is so new, there are few examples of the best ways to amend existing provisions or adopt new laws.

The purpose of this guide is to offer best practices and recommendations to city leaders about how they can most effectively take advantage of the benefits of food trucks, while balancing the need to regulate growth and account for the concerns of key stakeholders: food trucks, restaurants, residents, and city government. It includes an analysis of food truck policies and regulations, specifically as they relate to four policy areas:

- Economic activity
- Public space
- Public health
- Public safety

The guide also includes recommendations on mobile vending policy and regulatory development for cities of all sizes. Using this guide, local leaders will be able to better understand the policy options local governments have for regulating food trucks, and determine the best way to incorporate food trucks into the fabric of a city while taking into account the preferences of all stakeholders.

Selection of Cities

This guide analyzes mobile vending regulations across 13 cities, based on population density, presence of local food truck industry, and availability of mobile vending regulations. Figure 1 shows the cities that are included in the guide.

Very large cities like New York City and San Francisco were not included on the basis that conclusions drawn from analyzing their regulations would not be generalizable to most other cities.

Stakeholders and Stakeholder Values

Stakeholders are identified as: (1) mobile vendors (this term is used interchangeably with food trucks here) and food truck/industry associations, (2) restaurants and restaurant associations, (3) the community at large, and (4) city government. For food truck vendors, it is assumed they would prefer an approach of looser regulations, clear, narrowly tailored laws, and streamlined procedures. For restaurants, it is assumed they favor stricter regulations that limit competition from food truck vendors. Although values are likely to vary among different community groups, it is assumed that — in general — community members hold quality of life concerns, including fear of negative spillovers (congestion, noise, pollution, etc.) as primary concerns, but also harbor a strong desire for community vibrancy. At the same time, community members generally prefer more food options to fewer. For city government, balancing the interests of stakeholders is a key priority, but so is a desire for economic vibrancy and revitalization, administrative ease, effective enforcement through regulatory clarity, and options that are budget friendly and cost-effective.

Figure 1: Selection of cities

Cities (population density)

LOW POPULATION DENSITY

- Durham, NC
- New Orleans, LA
- Indianapolis, IN
- Atlanta, GA
- Austin, TX

MODERATE POPULATION DENSITY

- Cincinnati, OH
- Denver, CO
- Las Vegas, NV
- Portland, OR
- St. Louis, MO

HIGH POPULATION DENSITY

- Oakland, CA
- Washington, DC
- Boston, MA

Economic Activity

This policy area provides insight into aspects of food truck regulation that could potentially enhance economic development, and specific processes that can be barriers to market entry. This section covers two topics that impact economic activity - streamlining and cost of permits for food trucks - and explores how these issues impact the various stakeholder groups.

Streamlining

Regulations that dictate how centralized the mobile vending permitting process is can greatly impact mobile vendors' level of access to a city's economic activity, as they determine how easy or difficult it is to gain permits and licenses.

Stakeholder Concerns

For food trucks, one of the key objectives is to earn revenue. For brick and mortar restaurants, their goal is the same, and the level of competition food trucks create or are perceived to create can be of concern. For the community and city, creating opportunities for economic development is a key priority because it raises tax revenue, vibrancy, and creates a level of attractiveness for business and residents as well as for the city as a whole.

Having a more centralized process for permitting generally allows vendors greater ease in entering the mobile vending arena by reducing the number of city departments they must interact with and receive

approval from. Centralizing the process also reduces the number of intra-department communications. A streamlined process benefits both the mobile vendors and city staff directly, as it diminishes the amount of work for each. Although to be fair, it increases the level of work for whichever department is tasked with overseeing mobile vending permitting process. For the community, a centralized process is in their best interest as it helps to create more efficiency, a greater potential for economic development and ultimately, raise more revenue for the city.

Regulatory Trends

The majority of the cities included here do not have a centralized permitting process in place; they use multiple city departments to permit and license various aspects of the mobile vending business. For instance, mobile vendors must apply for and receive a health permit that inspects the sanitation and food safety of a mobile vending vehicle, a traditional business license, and at times a zoning license and a safety permit. Although the number of permits and departments involved may vary, there is a trend of three to five departments and three to five permits that are typically involved in the permitting process for mobile vendors. Three cities use three departments, four use four or more. Only three cities have centralized the process into one city department for all city permits. Although these cities have centralized the part of the permitting process they control, there is still a need for a county health permit.

Recommendation

Making the permitting process more streamlined has positive impacts on both mobile vendors and city staff. Austin and Cincinnati's streamlined permitting processes can be used as models by other cities looking to implement a more centralized mobile vending permitting process. Austin's comprehensive set of requirements can be found on the city's official government website, and contains everything the vendor needs, including:

- Mobile Food Vendor Permit form, including the cost of the permit,
- Checklist of additional permit requirements for mobile vendors (with exact descriptions of what is expected and who to contact if there are any questions),
- Mobile Vending Unit Physical Inspection Checklist (includes 14 requirements ranging from a current license plate to the specifications of the sinks),
- List of mobile food vendor responsibilities including the signature of the certified food manager/food handler, the responsibilities of the central preparation facility (the commissary), and the restroom facility agreement. [4]

Austin's webpage is clear and concise. It has detachable forms and blank spots for the necessary signatures, with instructions regarding who to contact to obtain those signatures, specifics about the actual schematics of the truck components required for food preparation and handling safety, and perhaps best of all, nowhere does it suggest to refer to a subsection of some code or statute not included in the document.

As of January 2013, the Cincinnati Department of Health is solely responsible for the city's permitting process, application process, and payments associated with the city's mobile food vending.[5] This change was an effort to streamline the permitting process and give food truck owners a one-stop shop for all their licensing needs.

Cost of Permitting

The actual cost of permitting plays a role in would-be mobile vendors' decision-making process about whether or not to start a business. One of the most basic barriers to entry for many potential entrepreneurs is start-up costs, which include permitting fees.

Stakeholder Concerns

This issue impacts all stakeholder groups. On the vendor side, high permitting costs can serve as a barrier to entry. On the city government and community side, it can mean either an increase in revenue (from the actual permit) or a decrease in revenue (if cost deters some vendors from applying for a permit(s)). For mobile vendors, their self-interest is to keep the costs of permitting low so that there is an ease of entry into the market. For brick and mortar restaurants that believe mobile vendors are their competition, their interests lie in keeping the costs high to keep the number of mobile vendors low. City staff want to keep costs high enough to raise revenue, but low enough to keep the amount of mobile vendors growing. For the community, their interests are much the same as city staff - to find the balance between raising costs enough to maximize fees while not increasing them to the extent that they become a deterrent for mobile vendors.

Regulatory Trends

For the cities included in this guide, the cost of permitting fees ranged from $110 - $1,500 annually. Although the amount of permits required and the cost for each vary depending on city, the majority of cities fall either within either the $150-$400 (five cities) or $1,000+ range (five cities).

Recommendation

Permit fees should be high enough to generate revenue that off-sets at least some of the costs produced by the presence of food trucks, but not so high that they discourage potential business owners from entering the market. The actual amount is contextually determined, as budgets and administrative expenses vary depending on the city.

Below are examples of permitting costs in three cities:

- Durham: $75 for a yearly permit (not including health permit costs).
- New Orleans: Annual mobile vending permit fee - $305.25, Occupational license - $150.00, Mayoralty permit - $100.25, Sales tax deposit - $50.00, and Identification card - $5.00, totaling $610.50.
- St. Louis: $500 mobile vending permit fee to the Director of Streets, a $200 licensing fee (and $20 for each employee) to the License Collector, and $130-$310 (depending on type of food served) for a health permit to the Director of Health.

Public Space

Mobile vending takes place on both public and private property, but public property presents a unique set of challenges. Flexible access can lead to over-utilization, which in turn can produce unwanted congestion, pollution, and conflicts between different stakeholders trying to use the space at the same time.[6]

With the rapid expansion of the food truck scene, there is increased demand for limited space, which increases the likelihood of unwanted externalities and encroaches upon the ability of other stakeholders to maximize the advantages that public space can offer. In most cases, cities are tasked with managing this property, which includes balancing the needs of all interested parties, diminishing negative externalities, and otherwise preserving the integrity of the space. They are also trying to find appropriate ways to address the higher demand.

This section looks at three issues related to public space: time constraints, proximity rules, and geographic limitations related to density. A variety of approaches are recommended for dealing with these issues that balance stakeholder needs and take into account context and other practicalities.

Time Constraints

One set of regulations that impacts the use of public space for mobile vendors is how much time food trucks are allowed to park and vend in one location.

Stakeholder Concerns

Shorter time limits translate to less time for vendors to sell in one spot, which favors competing stakeholders like restaurants, since less time means less competition. Time limitations have both advantages and disadvantages for members of the public - less time means fewer choices for consumers but it also means less congestion and more parking options. For the city, the issue is also a mixed bag. Longer time limits mean vendors are easier to track down, since they are in fewer spots throughout the day. At the same time, longer time limits have the potential to reduce patronage at area restaurants. Moderate time limits, such as four to five hours, are often be the preferred approach for cities, since they usually produce the most balanced results (from a stakeholder perspective).

Regulatory Trends

Most of the cities included in this guide favor moderate or less restrictive parking durations. Five cities have no time limits, while three currently have durations of 45 minutes or less. The rest have provisions of four or five hours. It is worth noting that cities with more restrictive limits often have lax enforcement of these regulations.

Recommendations

Time limits of four hours or longer are recommended. Vendors need approximately one hour to set-up and pack-up once they are done with selling. As a result, anything less than four hours leaves vendors with only one to two hours of actual vending time. Moreover, it is more difficult for city staff to track food trucks for safety or health purposes when they are in several locations throughout the day. However, an unlimited approach may not be feasible in denser regions, where restaurants and other established businesses, pedestrian traffic, and congestion are more significant factors. This four hour or more time limit is included in regulatory amendments and council suggestions of various cities, including Oakland and Durham.

Oakland has a five hour time limit. Originally, the city had a two hour limit for one location. This left little time to actually sell food before having to move again. Vendors complained about the restriction, and were successful in getting it changed to five hours.[7] Originally, Durham had a regulation on the books that required mobile vendors to move 60 feet every 15 minutes. The police did not enforce this provision because the number of trucks was not large enough to create much conflict with other stakeholders. As the number of trucks started to increase around 2010, push back began, particularly among restaurants that insisted the police enforce the 15-minute rule. This prompted the city to consider amending the rules to more effectively address modern vending. The Town Hall meetings on the topic were well attended, not only by key stakeholders but also by members of the public. Durham is a town with strong public support for small businesses, and regulations that would make vending easier were favored. In late 2012, the rules were amended, and included a repeal of the 15-minute provision. No additional time constraints were adopted, and as a result, food trucks can vend in one location for an unlimited amount of time.[8]

Unlike Durham and Oakland, Atlanta's provision of 30 minutes in no more than two locations per day has not been successfully challenged. Since the 2013 NCAA Final Four basketball game, vending on public property is completely prohibited. Before this, vending in public space was very limited, based on history that dates back to the 1996 Summer Olympics in Atlanta and the more recent contracting

out to a private company the responsibility of mobile vendor management.[9] Virtually all mobile vending takes place on private property, where the 30-minute rule does not apply.

Proximity Restrictions

This refers to regulations that designate a certain amount of distance that must be maintained between food trucks and other establishments, people, or infrastructure. This section is primarily concerned with the distance restrictions between food trucks and restaurants that impact the use of public space. The limits that concern distance from pedestrians or infrastructure are addressed in other parts of this guide. The cities included here have adopted a variety of proximity requirements.

Stakeholder Concerns

Greater distance requirements favor restaurants and other established businesses, and are a mixed bag for residents for the same reasons discussed under time constraints. Larger proximity rules disadvantage mobile vendors because it reduces the number of places to sell, particularly where clusters of restaurants exist, which are often denser areas with more pedestrian traffic. Many cities prefer a moderate approach in regards to proximity restrictions, since such regulations usually balance competing stakeholder needs most effectively. Unlike parking, there are no tracking advantages related to distance requirements, but such regulations do impact where vendors conduct their business, which means the city still has to deal with congestion and other spillover concerns, particularly in denser regions.

Regulatory Trends

Similar to time constraints, the cities included here have largely moderate or lenient proximity restrictions. Six or seven have no restrictions, or relatively short distances, and four of the cities occupy the middle ground, with 150-200 foot requirements. Only one, New Orleans, has a restriction of 600 feet. New Orleans has a proposal to shorten the distance to 50 feet, but there has been resistance to this proposal from some city council members and the Louisiana Restaurant Association.[10]

Recommendations

Proximity restrictions should be no more than 200 feet at the high end. Density issues may call for a tiered structure, or for abandoning proximity altogether. One of the problems with adopting an explicit distance rule is that a "one size fits all" approach ignores context. Three hundred feet may make sense in less dense areas of a city, but such a distance is impractical in very dense neighborhoods. A city right-of-way, with multiple restaurants on both sides of the street where the distance between each side may be less than 300 feet, makes the area entirely off limits to mobile vending. As such, cities may want to loosen or abandon proximity rules in dense neighborhoods with a great deal of commercial and residential activity. A tiered model, where the distance requirements are shortened for denser neighborhoods and widened for others is also an option.

As the food truck scene has expanded within the last few years in St. Louis, conflicts between restaurants and food trucks have surfaced. In order to quell the rising tension, the St. Louis Department of Streets enacted a 200 foot rule.[11] Durham has adopted a 50 foot rule.[12]

Geographic Limitations Associated with Density

Another set of regulations relate to whether vending is permitted in particular segments of public space. Unlike proximity restrictions, these provisions concern access to fixed locations.

Stakeholder Concerns

Like the above issues, the more restrictive provisions advantage established businesses like restaurants, while working against the interests of food trucks. Constraints on the number of places open for selling tend to be more prevalent in denser areas of cites due to the much greater number of players utilizing the space at the same time. These are usually core downtowns where a large number and variety of established businesses and residences are located in close proximity to each other within a relatively limited area. Again, for cities, moderate approaches are generally the best at balancing stakeholder interests. Like parking durations, tracking issues come up here as well. Limiting vending to certain locations makes it easier for cities to find vendors, but might hinder economic growth and opportunity.

Regulatory Trends

Of the cities included here, most currently embrace a patchwork approach, wherein vending is limited to certain zones, districts, parking spaces, or limits on operation in the Central Business District (CBD). Three have lenient provisions, where few public spaces are off limits, while another three are on the more restrictive side, with outright bans on public space or CBD vending.

Recommendations

The greater the density of the area, the greater the case for more restrictions, but an outright ban on all mobile vending is not suggested unless the circumstances are exceptional. For a city like Durham, heavy-handed zoning constraints make little sense, as the interests of other stakeholders are only modestly compromised compared to denser areas, there are fewer negative spillover threats, city residents are given more choice without substantively higher safety concerns, and vendors are given more flexibility to choose where to operate. As a result, street right-of-ways and core downtown parks are open for vending.[13] In denser cities, the compromises that other stakeholders must make and the risk of negative externalities are increased, suggesting a more moderate regulatory framework should be implemented that requires all parties to relinquish some freedoms without entirely excluding them from the space. One option is the approach taken by Denver, where only the densest section of downtown is off limits to food trucks. Vendors are barred from selling in a section of the southwestern corner of downtown, which is roughly seven by nine blocks. Vendors must also maintain a 300 foot distance from all public parks, unless a special event is taking place, and then they must obtain permission from the city to participate.

Another approach is a lottery or first-come, first-serve system that allows a restricted number of parking spaces or sections of right-of-way to be set aside for mobile vending. Las Vegas currently has a pilot program that adopts a version of this (three spaces are being set aside downtown for food trucks only).[14] Washington, DC is also in the process of establishing a lottery system to increase efficiency and safety, and to balance the competing needs of residents. There could also be higher permit or parking fees associated with more heavily trafficked areas.

Areas where vending is allowed must be clearly delineated and easy to decipher. Several cities have regulations that make it difficult to easily discern permitted regions from unpermitted ones. The patchwork of restricted and unrestricted space (both public and private) in Denver, for example, has made knowing where to lawfully operate challenging for city vendors. Regulations that clearly define permitted areas are needed. Distinctions between public and private regulations should also be clear and transparent. A map that explicitly labels the areas where vendors are allowed to operate would be a helpful tool for all stakeholders.

If the political climate or density issues make it difficult to relax restrictions on public space, cities could consider making private space in less dense areas easier for vendors to access. Atlanta has a unique history that has produced provisions that greatly restrict vending on public property, and most recently, an outright ban by the Mayor Kasim Reed. To alleviate the impact of this restriction on mobile vending, Councilmember Kwanza Hall and others have worked to make vending on private property easier. A provision that originally required food trucks to maintain a distance of 1,500 feet from restaurants when at least two mobile vendors are selling on private property was amended to shorten the distance to 200 feet.[15] Trucks have adapted to the ban on public property by moving into private space, and this has kept mobile vending alive in Atlanta.

Public Health

One of the most intrinsic and logical concerns regarding food trucks, and one that has been a basic consideration since their inception, is public health. All stakeholders realize the need to address sanitation and food safety. The role of health departments and increasingly, commissaries should be continually reevaluated to address these concerns within a regulatory framework that is cost-efficient, thorough but not onerous, and results in a streamlined process with outcomes that provide for the wellbeing of all stakeholders.

Sanitation

Sanitation refers to food trucks' proper cleaning of preparation utensils and disposal of garbage, wastewater (gray water) and remnants of grease traps. Unlike the variety of procedural approaches taken by cities within the sphere of public space, the guidelines adopted for sanitation tend to be similar across cities.

Atlanta's rules provide a typical example of the sanitation provisions that exist in most cities. Mobile food units must have a trashcan that is at least 30 gallons, and it must be emptied at the commissary. Two sinks are required - a three-compartment equipment sink (for washing dishes, etc.) and another sink for washing hands. A wastewater tank that has a 15 percent larger capacity than the potable water tank is also required. To prevent contamination, the connections for each must be distinguishable, and the wastewater tank must be lower than the potable tank.[16] Atlanta is also typical of many cities in that the health code is state law. As such, cities are unable to craft law; they can only enforce provisions established at the state level.

Recommendation

Cities looking to adopt sanitation regulations for mobile vendors should adhere to the standard requirements in cities with an already established food truck industry. These regulations can be found on almost any city government website; Austin has particularly clear processes.[17] Since many cities are unable to enact their own sanitation laws, they may want to articulate their need and concerns to the state legislature when appropriate.

Food Safety

Not surprisingly, the specifics of food safety do not vary that much from city to city. The guidelines for the cities profiled in this guide are common sense and fairly straightforward.

For example, in Atlanta, mobile vendors are mandated to have a "Certified Food Safety Manager" (CFSM). The CFSM could be the owner or an operator; whoever is selected must complete a food safety-training program and pass a "professionally validated" CFSM exam. The mobile unit must always have a designated Person in Charge (PIC). This will be the CFSM when present. When absent,

the CFSM must designate someone else as the PIC. During Health Authority inspections, the PIC may be asked to demonstrate their "knowledge of foodborne disease prevention," for example. The Food Code lists a variety of ways this can be shown, such as demonstrating knowledge of how to properly handle food, among other things.[18]

Recommendation

State laws often require mobile vendors to adhere to the same food safety regulations that are applied to brick-and-mortar restaurants. This is an effective way to promote proper food handling and accountability. Many vendors report that they actually appreciate the standards because they serve to combat the "roach coach" stereotype. Brian Bottger, a food truck vendor in Durham, is one of these operators. He likes that he can confidently tell patrons that his truck is held to the same health standards as restaurants.[19]

Role of Commissaries

One of the most promising and more diversified aspects of mobile food vending is the commissary, a food truck "home base" of sorts. Commissaries are fixed location kitchens where food must be prepped before being loaded onto the truck for cooking and selling. They often operate as storage for various ingredients as well.

Stakeholder Concerns

All stakeholders can benefit from the appropriate utilization of commissaries. If more than one truck may operate out of a commissary, city employees, whether collecting licensing and permit documents and fees, or performing routine inspections for maintaining sanitation and public health standards, have fewer places to visit and can more easily streamline their permit review and inspection process.

Food truck owners can reap the benefits of the economies of scale that commissaries provide. Compliance with many of the regulatory burdens food trucks face are less expensive when shared by several owners; mobile vendors can also be assured that they are doing their due diligence with regards to regulations, which if not properly followed could mean large fines and even the possibility of being shut down. Commissaries provide new vendors with a central facility to get all the information they need to operate. This can save a significant amount of time and cost, especially when city business codes are difficult to track down. They may also benefit by not having to shoulder the full responsibility for compliance; if they sign a contract with a commissary, it may become the commissary operator's responsibility to see that compliance is achieved.

Commissaries provide brick-and-mortar restaurant owners with the assurance that food trucks are being held to the same standards and inspections as they are. Lastly, the general public can rest easy knowing that commissaries cut down on the number of unregulated mobile vendors and that health concerns are addressed in a thorough and efficient manner (when considering taxpayer monies spent on health departments).

Regulatory Trends

All of the cities included in this guide have a commissary requirement. Boston requires proof that food trucks are serviced by a mobile food vending commissary and that mobile venders keep accurate logs indicating that the food truck is serviced at least twice daily by a mobile food commissary for all food, water and supplies, and for all cleaning and servicing operations. In Washington, D.C., all vendors must maintain access to an approved depot location. A copy of the license for the service support facility and/or a recent inspection report is required to be presented. In St. Louis and Denver, trucks must operate from a commissary and report there once a day to clean all supplies and servicing operations.

Recommendations

Mobile vendors should embrace the use of commissaries. It is recommended that cities adopt an approach similar to the ones employed in Austin and Durham, where all food trucks must have a contract with a commissary, but more than one food truck may be associated with a single commissary.[20] Food trucks may also negotiate with restaurants to utilize (and pay) them as places to dispose of waste. These contracts foster a sense of community and keep conflicts to a minimum. In Durham, multiple mobile vendors are also able to use a single commissary.

This approach best satisfies the concerns of all stakeholders. The regulation is not terribly onerous to the food truck operators, but still ensures food safety, which the public and the city may be concerned about. It helps give the impression that food trucks are being held to the same standards, which restaurants appreciate; and makes it easier for local food safety enforcement officials to do their job.

Public Safety

Public safety is a key reason why many cities began regulating food trucks. Issues around public safety include private property, vending near schools, and pedestrian safety.

Private Property

Private property options for mobile vendors create opportunities for businesses to extend their market reach, particularly for denser cities or those with very little public space (consider the Atlanta case discussed under public space). The cities included here have adopted a variety of regulatory models to address private space. In some cases, they practice a more informal approach, allowing food truck operators to gain a private space permit and conduct business without further regulatory strings attached. Others restrict mobile vending operations solely to private property. Equally important are existing zoning codes applied to private property that may or may not be zoned for vending.

Stakeholder Concerns

Standard public safety practices used in other city regulatory affairs (within the realm of private property) ought to lead the dialogue and development of relevant rules that empower proprietors to observe

and enforce appropriate safety measures on their property, and communicate those measures with mobile vendors. For cities, responsibility of property maintenance is lessened and is likely to fall on the shoulders of vendors and property owners, who will determine ways to address sanitation, safety, and property upkeep. Mobile vendors generally appreciate the flexibility that private space has to offer, e.g. fewer time restrictions and less government involvement in their daily operations.

Regulatory Trends

When examined through the lens of public safety, the cities selected have adopted a variety of regulatory models to deal with private property. Seven cities had rules regarding private property. Two cities lacked specifics on the issue, perhaps because they do not allow vendors to operate in private space in general. Cities that allow the use of private property for mobile vending have designated specific private zones where food trucks can operate to ensure public safety.

Recommendations

The adoption of more lenient regulatory language is generally the preferred approach for food trucks on private property, with the exception of denser regions. Owners of private property have the power to control what takes place on their land, including the ability to exclude whomever they choose. The issue at stake is not how to best balance the needs of various parties that have access to the land, as it is with public space. Instead, the emphasis shifts to reducing any negative externalities that might spillover onto adjacent or neighboring properties, particularly if an owner grants permission to multiple vendors.

As such, a regulatory framework that is generally less restrictive than for public property is appropriate as long as the owners grant permission for their land to be used by mobile vendors. However, since there is a greater danger of negative externalities when private property is located in denser areas, a modestly more regulated structure may be called for within these regions.

In Indianapolis, few regulations limit mobile vending business on private property. While the time-frame for vending on public space is limited to between 10am and 6pm, a business can get a permit for operating on private property and simply park at parking meters for the same rate as personal vehicles.[21] The majority of Portland s mobile vending occurs on private property, particularly surface parking lots.[22] A zoning permit may be required for development associated with a mobile vending cart, such as changes to an existing parking area, landscaping, and drive-through facilities. Vending carts over 16 feet in length, with or without wheels, are considered Heavy Trucks by the Zoning Code, and are not allowed in certain zones.[23]

Vending Near Schools

Mobile vendors encounter several public safety issues when deciding to operate near schools. Issues of concern include traffic-related safety, increased chances of interaction with predators that may be waiting for children to step off public property, and whether the food offered by mobile vendors meets school food safety standards.[24]

Stakeholders

Mobile vendors are beginning to recognize the potential opportunity to expand the food options available to local secondary schools and simultaneously capture a new, steady stream of customers, but they may be met with opposition from school administrators and parents who see their presence as a threat to safety and may view their menu options as potentially unhealthy. Cities looking to regulate vending near schools must determine the best precautionary measures in terms of distance requirements that mobile vendors must abide by.

Regulatory Trends

Five of the cities included in the guide have regulations around vending near schools. The regulations emphasized specific distances from schools that are intended to keep students from venturing off campus to patronize mobile vendors, and maintain safety standards for neighboring schools and communities. All other cities have no specific rules around this, perhaps indicating that this is not an issue in their jurisdictions.

Recommendations

Restrictions on operating during school hours are recommended, and mobile vendors should be required to maintain farther proximity from schools compared to restaurants, keeping density in mind. The time restriction is mostly a health-related issue, while the proximity suggestion is largely motivated by safety concerns. The framing of regulations surrounding mobile vendors and schools should be focused on protecting children during school operating hours. This approach keeps vendors from selling to students without adult supervision, but still allows them to benefit from afterschool activities

such as games, competitions, and concerts, where adults are more likely to influence food consumption decisions. However, proximity requirements should not handicap vendors in denser areas from selling in viable spaces that happen to be closer to schools.

In Indianapolis, vendors are prohibited from operating within a distance of 1,000 feet (roughly 0.2 miles) of any part of a public or private grade or junior high school grounds while school is in session. In Durham, a special temporary permit can be obtained for mobile vendors to operate at non-profit or civic events held on public property such as a school.

School districts that want to expand their food options, but wish to do so with minimal budgetary impact should work with city officials to create school vending permits for a limited number of vendors. Designated curb-side parking (which is not adjacent to a main road) could reduce many public safety concerns, particularly if students are generally allowed to roam the school parking lot where the trucks would operate. As long as they continue to comply with the city s food safety standards, this could be a viable option for city and school officials.

Pedestrian Safety

Mobile vendors move from location to location, coming in close contact with pedestrians at intersections and street corners every day. While some city ordinances have distance-from-pedestrian/sidewalk requirements (e.g. Durham has a 4-foot rule), the majority of the cities examined here have no such language in their regulations. Pedestrian safety may be part of a broader regulatory approach in many cities, but that focus often lacks emphasis or enforcement for mobile vendors (although it may be taken up in other sections of city ordinances). Pedestrian and intersection safety measures be included in food truck regulations, as they affect all potential food truck patrons.

Additional Recommendations

In addition to the recommendations included under each policy area, there are other, more general recommendations to help cities adopt new vending policies, amend existing policies, build stakeholder collaboration, and harness the potential for economic growth through the mobile food industry. Five of these recommendations are discussed in detail below:

1. **Hold Town Hall Forums and Private Meetings with Core Stakeholders.**

Durham decided to embrace a very inclusive approach to their ordinance restructuring. The city brainstormed initial ideas internally then presented the draft suggestions to the public for feedback. They also had private meetings with individual stakeholders to allow them to speak freely without fear of backlash. This tactic was particularly useful for restaurants in a food truck friendly city like Durham. Any fears they may have been afraid to share in Town Hall meetings could still be articulated to decision-makers. The weight of opinion worked against restaurants in this context, but they were still brought to the table.

2. **Encourage Dialogue and the Building of Relationships Among Competing Stakeholders.**

Cities should look for ways to encourage relationships between the various stakeholders. At the heart of proximity rules are concerns that restaurants (and other established businesses) have about unfair competition. They pay expensive monthly rents and property taxes, but they are also engaged with the community. Because they are stationary, most restaurants see themselves as part of the community fabric. They create employment opportunities and care about neighborhood safety and aesthetics. Some view mobile vendors as profit-driven, fly-by-night operators with few or no ties to the community. Conversely, mobile vendors often feel that restaurateurs are fearful of innovation in food culture.

Collaboration between these stakeholders is something to strive toward, and cities can play an important role in spearheading dialogue between these groups. Conferences, forums, or meetings could be called with stakeholders from both sides invited to the table in a spirit of cooperation, with the intent of encouraging them to see each other as collaborators rather than competitors more often than they currently do. It could also encourage voluntary compromise help craft solutions that balance the needs and concerns of both parties. Cincinnati has achieved this, to some degree. Food Truck Alliance President Matt Kornmeyer explained that food trucks in the city, voluntarily maintain a 100-foot distance from neighboring restaurants as a sign of respect to brick and mortars, and as a preparatory measure. [25]

3. **Implement Pilot Programs to Determine What Regulations to Adopt.**

Pilot programs are flexible, encourage innovation, and can help uncover and address issues unique to particular communities. They are usually implemented on a small scale, so they do not create a sudden, large burden on an already existing network, and they provide insight that can inform the decision-making process before regulations are made into law. Their flexibility and emphasis on experimentation make them an especially useful tool for new industries. Pilot programs are being used in a variety of cities, including Oakland, and are recommended for cities with a relatively new food truck scene or a rapidly expanding one.

In 2001, the Oakland City Council created the Pushcart and Vehicular Food Vending Pilot Programs.[26] The pilot program was created to promote the health, safety, comfort, convenience, prosperity, and general welfare by requiring that new and existing pushcart food vendors provide residents and customers with a minimum level of cleanliness, quality and safety. [27] This program issued 60 permits and required a 10-step validation process, including a complete application, proof of Business Tax Certificate, and a photocopy of a valid driver s license.[28] The program restricted the use of these permits to centralized districts because of the added desire to infuse economic development into the city. [29] This pilot program is still active.

4. Use Targeted Practices as a Way to Address Underserved Areas of the City.

The issue of food accessibility has been linked to poverty, decreased public health, and quality of life.[30] Moreover, in recent years, food deserts have become an issue of public concern. Although the cities included here are not directly using mobile vending to combat food deserts, some are employing a targeted strategy to get food trucks into various areas of their cities, outside of the core downtown districts, some of which are underserved by brick and mortar restaurants.

Initially, the 2012 Cincinnati City Council approved an ordinance that declared a mobile vendor could not sell food on the curbside or right-of-way. Now, seven zones exist in strategic places around the city, up from four in 2011 per the recommendation of the Department of Community Development.[31]

Denver has actively considered several issues that might impact or encourage economic development. These include whether food truck clustering could be used to combat food deserts, the ability of food trucks to activate underutilized space (like surface parking lots), food trucks as restaurant incubators underserved areas. [32]

5. **Identify Private Vacant Lots and Create Partnerships for Mobile Vendors to Gather and Vend in the Same Location.**

The use of private space has been used to create several food truck centers that increase economic activity in various West Coast cities. For example, Portland is known as the food truck capital of the world. This type of clustering can create hot spots for loyal customers, as well as an opportunity for mobile vendors to gain new clients. For city government, it can create an ease of regulation and enforcement by focusing the attention and resources on specific parts of the city.

While Portland has a number of the more traditional mobile food trucks around the city, the majority of their mobile vending occurs on private property, particularly surface parking lots and vacant lots.[33] Portland uses food truck centers to create economic vibrancy within various parts of the city. In 2009, the city proposed the use of vacant lots as pods, or areas for food trucks to cluster. The idea was to use vacant lots as catalysts for economic development, deterring blight and encouraging vibrancy in the process. It is important to note that while many of the food trucks (what they refer to as food carts) are mobile, the city has several stationary mobile units. These units are moveable, but primarily remain on private property.[34] Many of the pods are hosts to more permanent vending units, particularly in downtown. They are still classified as mobile though because as long as the food carts are on wheels, they are considered vehicles in the eyes of the law, and are therefore exempt from the building code.[35]

Atlanta often uses private surface parking lots to encourage mobile selling. Atlanta has also had a very active and successful food truck association, the Atlanta Street Food Coalition, which does an admirable job mobilizing vendors, and keeping public and private partners informed.

Conclusion

Mobile vending is not just a passing fad. However, it is important to recognize that there is no one size fits all prescription for how best to incorporate food trucks into the fabric of a community. Many characteristics contribute to the complexity and vibrancy of a city, including political climate, state laws, demographics, and the existing restaurant industry. With this in mind, the recommendations included here are intended to be flexible enough to accommodate different circumstances, but logical enough to provide useful guidance. They can serve as a road map that will help cities establish a regulatory framework best suited to their unique circumstances and that takes into account the whole spectrum of stakeholder needs and concerns.

About this Publication

Research for this guide and the original draft of the document were completed by graduate students at the George Washington University Trachtenberg School of Public Policy and Public Administration. Contributors include Anju Chopra, Malia Dalesandry, Garrett Jackson, Ana Jara, and Stephen Tu. These students worked in partnership with J. Katie McConnell, Brett Common, and Christiana McFarland at the National League of Cities to conduct an analysis of food truck regulations in cities across the country. The final report was edited by Christiana McFarland and Emily Pickren at NLC.

The National League of Cities is the nation s oldest and largest organization devoted to strengthening and promoting cities as centers of opportunity, leadership and governance. NLC is a resource and advocate for more than 1,600 member cities and the 49 state municipal leagues, representing 19,000 cities and towns and more than 218 million Americans.

NLC provides research and analysis on key topics and trends important to cities, creative solutions to improve the quality of life in communities, inspiration and ideas for local officials to use in tackling tough issues and opportunities for city leaders to connect with peers, share experiences and learn about innovative approaches in cities.

Acknowledgements

Special thanks to the George Washington University Trachtenberg School of Public Policy and Public Administration faculty and staff, particularly Elizabeth Rigby and Patrick Besha. Special thanks also go to all the interviewees - city staff, food trucks owners, and city officials for their candid and informative perspectives regarding the regulatory concerns and opportunities for their cities.

Appendix

Selection of Cities

This report analyzes mobile vending regulations across a range of cities. First, cities with existing food truck industries (51 in total) were identified, based on information from the Washington, DC Department of Transportation (DDOT). Each city s context and food truck policy/regulatory environment was reviewed, and data was gathered on each city s region, population density, level of the local food truck industry, and availability of mobile vending regulations. The 51 cities were stratified into three groups based on population density. Specifically, we developed a three-tiered density structure in which cities were classified as:

- Low density (cities as those with a density range of 3,500 persons per square mile (ppsm) and below)
- Moderate density, (cities with 3,501-7000 ppsm)
- High population densities (cities with 7,001 ppsm and above)

Ultimately, the sample of cities drawn ranges in population size from 279,641 (Durham) to 827,609 (Indianapolis), in density from 936 ppsm (Durham) to 12,793 ppsm (Boston). Very large cities like New York City (27,000 ppsm) and San Francisco (17,000 ppsm) were not included on the basis that conclusions drawn from analyzing their regulations would not be generalizable to most other cities.

Between three and five cities from each population density tier were selected for a total of 13 cities, as shown in Figure 1 and highlighted in the map below (Figure 2). The selection process focused on cities with a food truck presence, then cities were divided into geographic regions, and several cities were chosen from those regions. Context and background were also taken into account. That is, cities with mobile vending regulations and histories that insufficiently highlighted particularly noteworthy regulatory conflicts or solutions were ruled out in favor of those that lent themselves better to examination of recurring themes and common pitfalls.

With such an approach, it is possible that a city regulation that was uniquely innovative or informative in was in some way was overlooked. The low, medium and high density methodological structure, paired with the regional breakdown, is an attempt to minimize this risk.

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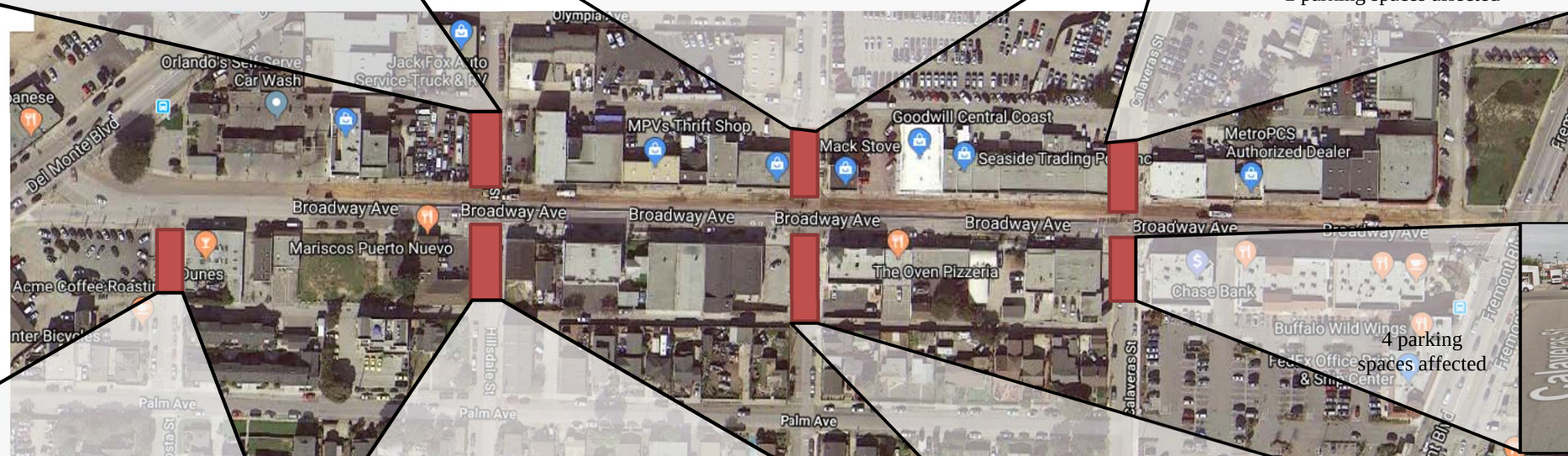
Proposed Locations of Requested 2 Hour
Parking West Broadway to the Alley

5 parking spaces affected

7 parking spaces affected

2 parking spaces affected

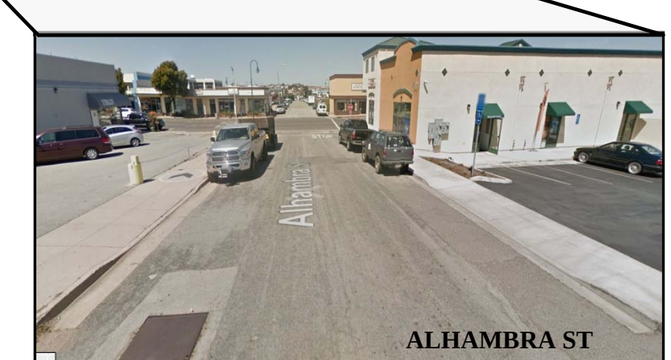


4 parking spaces affected

8 parking spaces affected

4 parking spaces affected

4 parking spaces affected



A total of 34 on-street parking spaces affected.

& Holidays

Q: Do you think nearby businesses are positively, negatively, or are not impacted by mobile food vendors?

Please Explain | Por favor explique
Food Trucks and vendors can attract customers to the area and are more likely to make purchases near or spend time in Seaside. You also need to consider that some of the food truck vendors are possibly seaside residents or purchase their materials food, cups, plates in Seaside.
more businesses!
Food trucks are businesses. Increasing the number of different types and styles of businesses adds diversity, options and energy to our community.
I think the Positives and Negatives balance out. Food trucks may take business from local restaurants, but those that eat at them may visit other local businesses. In my response to the first question, I do not necessarily think that food trucks will bring in tourists, but it would likely bring in folks from other neighboring cities.
I think food trucks help people not travel as far to get a variety of food they're interested in. That reduces traffic, which is good. Food trucks take up parking, but they usually get permission of the business when they park by it to serve so that's neutral, and the commercial districts of Seaside don't have as much parking issue as residential. People generally put food they like in a rotation and if they don't like your food it doesn't matter how few options there are to eat, they still won't like it. So more options is neutral.
Food trucks can bring a vibe to the community and bring visitors. Yet you can destroy city scape and bring non beneficial visitors to city. We should consider study of Austin and Portland food truck regulation as that thrive in there https://www.webstaurantstore.com/blog/2042/top-food-truck-cities-in-america.html
We get more visitors into Seaside
Tourists are sometimes looking for the fast option of grabbing food and food trucks can be that option. With these food trucks having their own following and normal customers, depending where they are located, it could introduce customers to new areas and see businesses they may have not seen or explored on their own.
Help feed people quickly and more economical
Draws more people to the area and gives residents things to do in town
It can positively impact the community by driving more foot traffic, allowing people to browse and see what our city has to offer.

Please Explain | Por favor explique
I belive the option of multiple food vendors or mobile sales brings more people to the area and those patrons are then exposed to the other businesses helping to make the designated areas a destination area for people to purcahse various types of food as well as see and visit other brick and motor businesses.
Foot traffic brings people to the area
Local owned restaurants will be negatively impacted. businesses like hardware stores will be positively impacted.
If more unique trucks that have a fan base are allowed to operate in the city it could draw in new visitors to the city which could bring more money for local businesses.
I believe the more things that happen in Seaside to make it an authentic town, all will benefit. .
Positively impacted because it draws people in, though local restaurants may lose business to mobile food trucks, so they could be negatively impacted.
After grabbing food, the customers may grab a drink at a bar/brewery, or swing by the store for drinks and head to the beach.
Businesses are positively impacted by food trucks! There are many food trucks that have a big following. Many people who are not residents of Seaside (I'm from Marina) would make a trip out there for a food truck. While I'm there, I can definitely make a day of it with my family!
More food options will bring people to an area
People coming to eat at food trucks are more likely to walk into nearby businesses to browse
It ATTRACTS more foot traffic and people from other areas come. It's a fantastic opportunity to grow more culture. Also food brings people together and the likelihood of people hanging around town is higher as well to then visit other shops etc.
People need to make a money since cost of living is so expensive. Big corporations will get business regardless. We need to support our local restaurants/business.
Food trucks bring in customers, I expect people would shop at the stores located near the food truck.

Please Explain | Por favor explique
Actually, I would guess that nearby businesses may bee both positively and negatively impacted by a mobile food vendor, depending on the nature and relative orientation of the business. It would be very site-specific. Synergy is possible if the businesses creatively leverage and support one another to attract customers, where possible. My answer to the following question is also "Possibly". It would depend on how creatively they market and attract customers as well as the structure of public policy around the topic.
Brick and mortar business owners have more overhead expenses. It will take away sales from them.I think the city should have a food truck night. This would support local food truck businesses. If anyone can just park i front of your business and compete with you it isn't ethical or fair.
People will still go to favorite places. Food trucks are a nice alternative to fast food.
It brings more tourist to visit all of seaside and more likely to come back
Food trucks provide flexibility and allow us to support more local businesses.
Pienso que atrae el publico "I think it attracts the public"
When people visit food trucks they will also do other business in the area.
Businesses are positively impacted by food trucks! There are many food trucks that have a big following. Many people who are not residents of Seaside (I'm from Marina) would make a trip out there for a food truck. While I'm there, I can definitely make a day of it with my family!
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Businesses are positively impacted by food trucks! There are many food trucks that have a big following. Many people who are not residents of Seaside (I'm from Marina) would make a trip out there for a food truck. While I'm there, I can definitely make a day of it with my family!
Attracting visitors and residents via having food trucks will bring awareness to what restaurants and cuisines and other businesses are in the area.
####

Please Explain | Por favor explique
People who want to spend money on specialty food items will visit other businesses and spend more money.
Restaurants may be negatively affected by mobile food vendors parked in their vicinity, but other businesses might get a positive effect due to increased foot traffic. Competition I don't believe it will impact other businesses positively, with possibly the exception of local food vendors. Please support businesses that invest and are in Seaside. Food trucks come and go and also make the place look less than appealing. Seaside deserves investment dollars with opportunities to make money. Vote NO on FT.
Let them be another voice for our residents.
It’s basic business the more foot traffic we get from food truck the more visible our local business are
It has benefited other cities.

Please Explain | Por favor explique
Food trucks provide flexibility and allow us to support more local businesses.
Businesses develop location identification and allowing food trucks in front of businesses misappropriates that location reputation.
Having vendors open late after most restaurants are closed are great.
Creating community, drawing new visitors to the side of town, putting Seaside on the map
People want to eat, going to other cities to dine now.
People getting food might feel the need to shop at nearby stores, even if it's a quick pickup for home
Create more opportunity for small businesses to thrive and strengthens local entrepreneurship
I just don't think they are affected in any way
Variety, Access, changing times
Food can be an attraction to a specific part of town that is not always noticed. It stops people in their tracks, where they would otherwise keep moving if there were no reason to stop.
It can be more efficient to do a lot of things in 1 area, so to be able to park or visit 1 place and stroll to several business is efficient
Customers wants cheaper food, they will go to a food truck and not local business, where is a little bit expensive because Rent, utilities, insurances employees etc
People are willing to travel to try something new, and find what else is there
It brings more tourist to visit all of seaside and more likely to come back
I think there are instances where a partnership could benefit both establishments like a brewery and a food truck, otherwise I see mostly a negative impact
It brings more tourist to visit all of seaside and more likely to come back
Great atmospheres/attractions bring in more people to stimulate Seasides growing economy and diversity.
I think food trucks offer something different and unique. I also think a variety of quality, authentic ethnic food offerings can create a more vibrant urban scene, providing a spontaneous gathering place where diverse people can connect. This will ultimately help establish a "sense of place" for Seaside -- benefiting the broader business community.

Please Explain | Por favor explique
Folks are more likely to stay in the area after eating at said food truck, exploring other businesses.
More variety
More people coming to Seaside to eat meals they are more likely to stick around and shop- if we could get more stores that aren't kitchen designers, auto parts, and electronic repairs.
Many people will see other businesses while waiting for food, plus businesses can partner with food trucks to offer food if they don't.
These answers are limited. Some business will be positively and negatively effected. Some restaurants may lose customers, other places(non-food) may gain customers. For example, after eating some food from a food truck, people may want to "walk it off" into a local store.
If food trucks are visited that would, depending on location, someone might also visit another business close by or notice a business they haven't previously that they might want to check out. I think it depends on the food truck and how it is run.
Buying food at a food truck can lead to additional stops at local businesses & restaurants. Food trucks are a fun & casual way to experience a local cuisine which can draw patrons from near & far.
if it's only once a week yes but everyday it takes away from our restaurants
Food trucks provide fast food that is a healthy alternative
Everyone eats food, travels to get new types of food, and wherever the food trucks are parked is like free advertising for whatever businesses are in the area
If you set up a food truck event monthly or whenever near business, people will eat and shop. Food trucks are the fun new in thing right now and much can be built around that.
NA
We should look into fostering a community environment where ALL businesses can thrive. Seaside is rich in people of diverse ethnic and cultural backgrounds. We should give people opportunities to showcase their passions and thrive in their own local community.
People who visit food trucks are more likely to shop in the surrounding areas.

Please Explain | Por favor explique
I live in Monterey and I know for sure that Millennials want a place to go. I've been to many food truck pop ups that bring the people together and Seaside has so much potential. There could be taco truck competitions (there's a popular one in L.A), more outdoor activities (the weather is beautiful here so you never have to worry about it being too hot for people), special events, and more. I don't see any negative impact. We have the Base and CSUMB, I've always thought that Seaside and neighboring towns should start to provide some sort of night life or fun events during the day. This could be a great start to it.
Depends. It negatively impacted when the food truck is in front of nearby business. It's positively impacted when the food truck has a good spot nearby business. A good example is the Food Corner Market in San Pablo x Noche Buena.
Takes away from businesses
Food trucks and streets vendors catch costumes before they get to a commercial restaurant or they stand out of a grocery marquet and costumers buy them because it's cheaper on no tax and no more driving for them.
Seaside restaurant are most taquerias
It want affect the city one way or another unless the city is getting a profit.
Businesses can do collaborations with the food trucks and do pop ups
It would take away from our restaurant business. The places they can be setup would be away from other business’s in Seaside because it would impact their psrking
Because there enough to go around if anything help people notice a place they might of never gone to in the first place if it wasn't for the street vendor
More foot traffic means more business.
Brings people to the location and they shop nearby business
More foot traffic
Overall I think it would be positive to add more business in Seaside, trash from vendors would need to be addressed.
If visitor's come to Seaside for food trucks they might make other purchases, such as gas, groceries, other items.

Please Explain | Por favor explique
I think people who visit food trucks are on foot (maybe after parking) and will continue exploring a neighborhood/nearby businesses.
The Food Truck Community spurs creativity within the community it is founded in . With creative eats follows seekers , tourists , and revenue which in return benefits everyone with foot traffic.
Impacts depend on business type. I think food trucks bring in people which can help bring in customers for non-food based businesses. However, food trucks might reduce the number of customers for other food-related businesses.
taking parking space from their customers, trash issues,
Positive! They spend money at nearby businesses
Bring in more people that could possibly become customers
we stop for food trucks. If there is something nearby, we may not have seen it, or, now that we are parked, we may go visit another business. Parking is always a headache. The more we can accomplish once we are parked the better. With food trucks at many events, costumers can shop and eat in one easy go!
I fully support the food trucks. It's a free country. Let's act like it. If people want to buy and sell food from a food truck, leave them alone to do it. If you happen to not like food trucks, then just choose not to eat from them. Simple!
Food trucks bring business. You never know those customers might see a business they didn’t realize was there. It bring awareness to what Seaside has to offer.
The more people the more business for the community! Social media will help too!
Depends what food options are being served and what options local businesses are offering
I do not believe for the most part people will travel specifically to purchase food from a food truck (thus bringing in revenue to a nearby business) and I believe there is potential negative impact for any nearby restaurants whose business may be drawn away from them by a food truck
Depending on location more and type of businesses, businesses might get customers to stop by. Also increase the food options for lunch
Restaurants are negatively impacted as those that would go to the restaurants would go to the food trucks

Please Explain | Por favor explique
I think food trucks take away from small town charm and local restaurants, plus the bright lights and garbage are an eyesore. We are not a big city, nor should we try to be more like one. Stay the course in giving Seaside a quaint, small town charm.
They attract people
During this time it's a positive and negative impact, with lots of restaurants under staff, food trucks would help alleviate some of the customers. But once workers come back, it'll be more competition in a post covid environment for already struggling businesses trying to make a come back.
They will be well affected by the business around the food truck and new people, although some business may be lost.
Because every modern successful city allows them! It provides opportunities for great chefs/cooks to get their own businesses off the ground! Monterey is such a tourist destination with tourist businesses. It's really expensive to get a lease and start a food business. Food trucks are less overhead and a great conduit for younger less fortunate businesses to get their start! Also theirs very few restaurants on Broadway so why not bring some other options for locals!
People going to the food trucks will likely walk around to other businesses.
Food trucks, carts, pop ups, etc. draw people in who might not normally patronize a certain business or place, exposing them to goods and services they might not have even known were there
Food trucks create opportunity to experience new foods/cultures, add to the cities quality of life and new income opportunities
If people are coming to Seaside for food trucks, they'll be passing other businesses on their way and will be inclined to stop at one that has something they like.

Venden comida cocinada de diferente manera alos establecimientos cercanos. "They prepare food differently than nearby establishments."

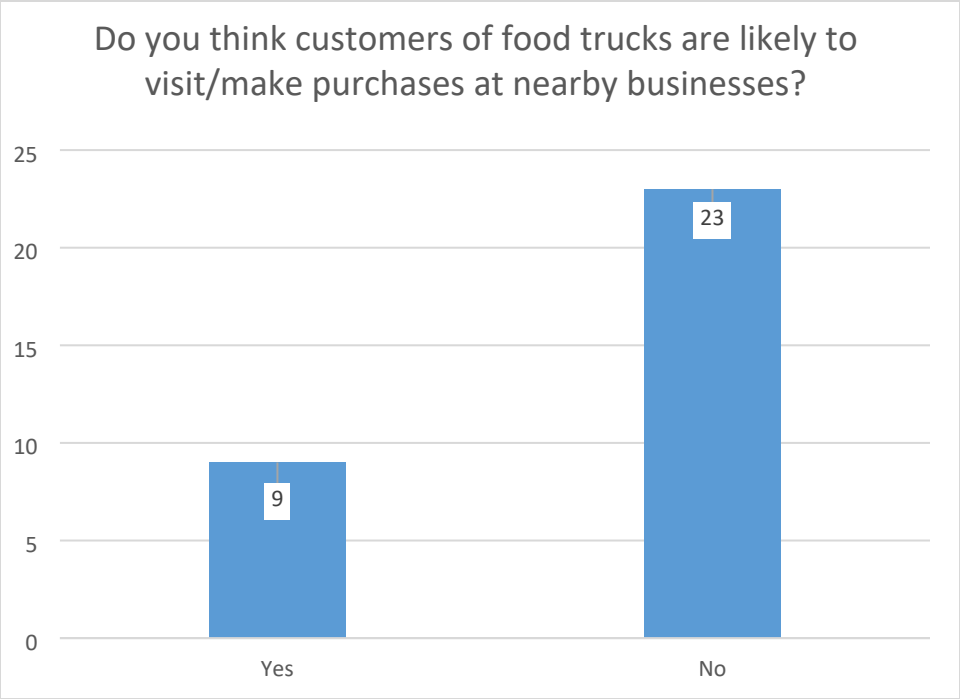
Please Explain | Por favor explique
Just like your favorite restaurant, people are drawn to their favorite food truck. Becuase these locations do not offer seating, patrons often walk around the surrounding area, increasing the potential for purchases at surrounding business. Just like at a grocery store, when people are waiting in line and see the last minute items near the register they didn't initially intent on purchasing, but since they are there, it is an easy addition to their cart. The same concept can apply to food trucks and surrounding businesses.
Money in this local economy would not impact a local business but could potentially benefit one if they worked together with food trucks/ city to create attractive events.
Some restaurants nearby or of similar cuisine might see a decrease onthe day the food trucks are present. However, people often go to food trucks for food types we can't already get in our city. Plus competition is good!
If there are no boundaries set where to set up, it will impact businesses in the direct vicinity. As long as clear boundaries/ zoned areas are enforced, then the trucks would be welcome.
N/A
you are know for your product and customer service. IE: im on broadway and i want a slice of pizza. i got plenty of choices within a couple blocks, but id go to THE OVEN anyday.
I have gone out specifically for food trucks and have found nearby businesses to check out as a result
Most businesses will be positively impacted but those that serve food will be negatively impacted if the food trucks or street vendors are too close to their location.
They park in front of other businesses and block those businesses.
People will go out of their way to seek out food trucks, that alone would bring more people to seaside and therefore more business to seaside. Food trucks are a good way for people to try out things they might not come across otherwise. I believe Seaside is on its way to becoming a modern and respected city, the way to push forward is with food culture.
If we have other things happening in seaside/the area where food trucks are, people will stay and spend money. - alcohol, art exhibits, music events, other entertainment options. I can see people enjoying food trucks then going to other brother for a beer or deja blue for music

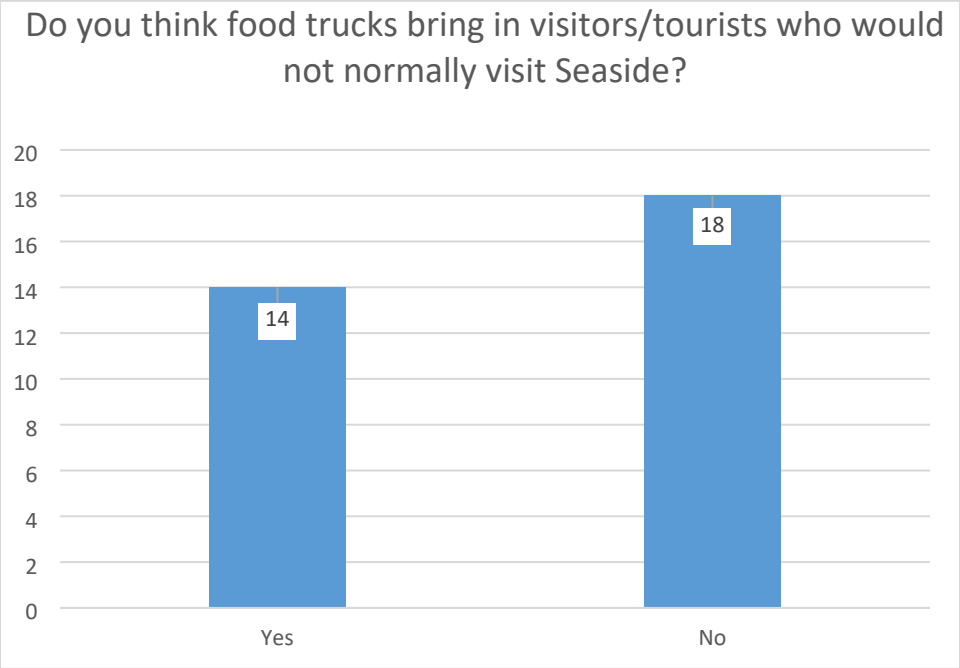
Please Explain | Por favor explique
Young tourists want high quality, low cost food options, and food trucks provide that. We need more culinary diversity and food options in the area. The County has fallen behind this trend.
Food trucks are great! Every food event I've been to in other cities brings a great energy and community spirit.
They will bring more visitors who could spend money at other businesses after eating.
Food trucks should not park in front of other food establishments. Perhaps one block away from any restaurant.
People visit and stay longer at establishments with nearby food truck.
I'm a Marina resident. Food trucks and the surrounding community has brought my attention and money to many Seaside businesses that I'd never heard of before. The online community following food trucks became my primary resource for finding local businesses to support instead of big chains.
Being more ppl to seaside
Food trucks will take business away from restaurants.
People will travel for food
Local businesses pay rent each month for their space. Mobile vendors do not. Now you have mobile vendors using up parking spaces that customers could be using. Let's say you have a small boutique and a mobile vendor is allowed to park in front of your shop and the smell of their food is now drifting into your boutique. Why not try having different , multiple ,mobile vendor corrals about the city. They pay a monthly rent to park in the corral. Change it up so different vendors are there each month. There are plenty of open lots about Seaside that could be used for vendors. You could have picnic tables so customers could sit and eat if they wanted. Check out Moab Utah they have one and it works well for them.
They pay for full rent and taxes, and payroll. It's not fair for some one to pull up and sell across the street and then leave, having not paying their dues

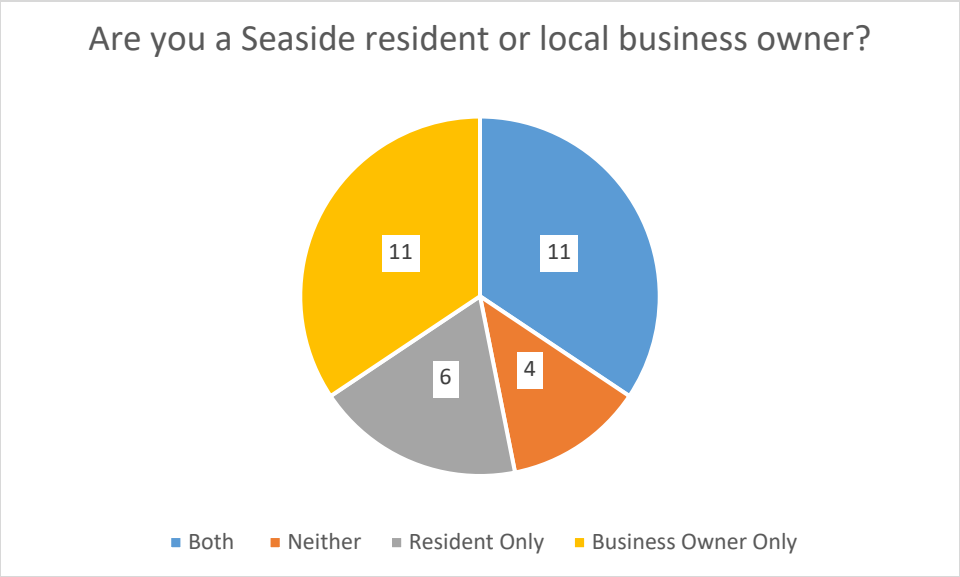
Please Explain | Por favor explique
Tourists and even locals might find a new brick and mortar spot by visiting a food truck. They bring you to new places in town you may have not visited before.
Bring more traffic
Bring more traffic
Food trucks allow local residents to express their culture with the community and will let seaside be seen in are positive light when locals come together
My experience has been that the quality of food is good, the service is fast, and you are outside!
It can go either way, but generally the verve and activity they bring is a rising tide that lifts all ships.
They benefit of people spotting new locations to visit
Mobile food vendors bring more people to Seaside, giving our businesses greater exposure. I think this wou
It brings more people to different areas.
They bring business
N/A
THEY BRING IN CUSTOMERS TO THE LOCAL BUSINESSES
People eat at truck and shop.
food trucks are an amazing idea for locals and visitors to get out while riding a bike and grab a bite to eat, o families support themselves by their food truck and I highly support local business.
This will depend on the food vendor, their following, what types of food they have. Are they going to leave th
More food options bring more social groups.
It would depend on the vendor and their offerings and practices.
TENGO UN RESTAURANT "I have a restaurant.".
Food trucks with really great food draw people to them and to the businesses around where they are locate
Food vendors bring folks to seaside that might otherwise not come here. This offers local businesses oppor
Good food is good food.

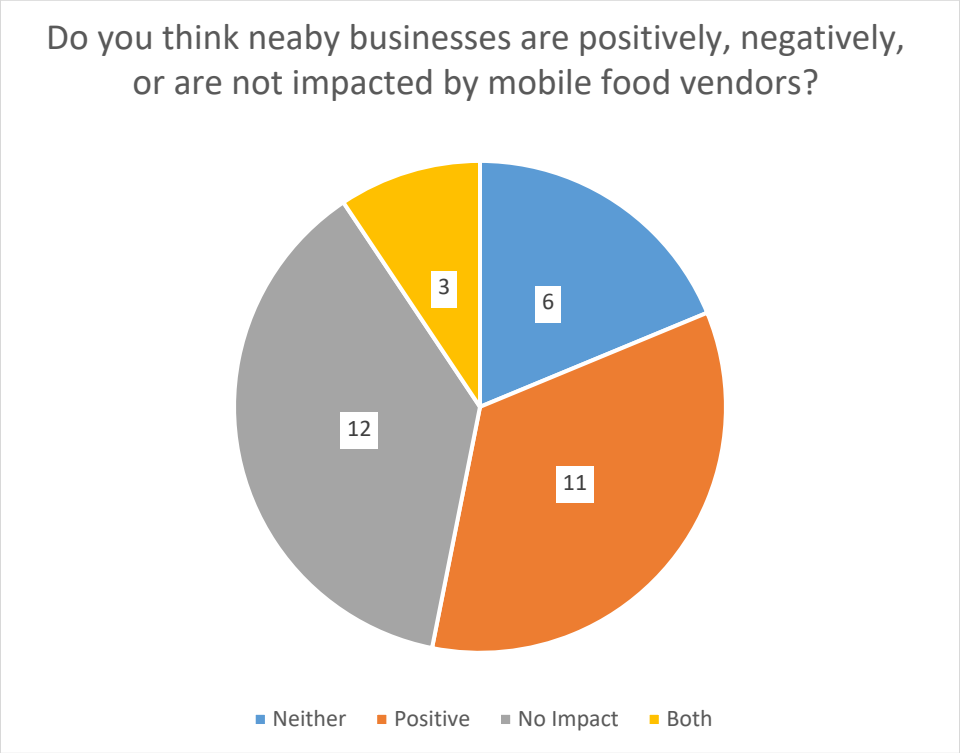
En Seaside viven muchos de los trabajadores latinos de Monterey y Carmel área (entre otros). Para ellos (especialmente personas solteras ó jóvenes/estudiantes) sería muy conveniente tener los camiones de comida. Algunas tiendas latinas, como Mi Tierra y Santa Fe y panaderías como Cypress en Broadway, han implementado cocinas dentro de sus tiendas desde hace varios años y han tenido mucha aceptación entre residentes de Seaside, quienes además aprovechan para hacer sus compras.
Si los camiones de comida son puestos estratégicamente en zonas como malls, beneficiará a negocios alrededor porque los
consumidores tendrán la opción de entrar a esos negocios y los trabajadores de algunos negocios u oficinas alrededor también se verían beneficiados.
Si en Broadway Corredor se implementara un festival a la semana ó al mes, donde comunidades mostraran su cultura ó comida , junto con bailes típicos de su comunidad, ésto uniría a la comunidad de Seaside, los residentes disfrutarían de una tarde amena e interesante y muy probablemente ésto atraería turismo de las ciudades aledañas (los camiones de comida podrían ser una opción a degustar en el evento).
Seaside es una ciudad muy aburrida, eventos como éste darían vida a la ciudad porque incluiría a toda la familia (todas las edades).

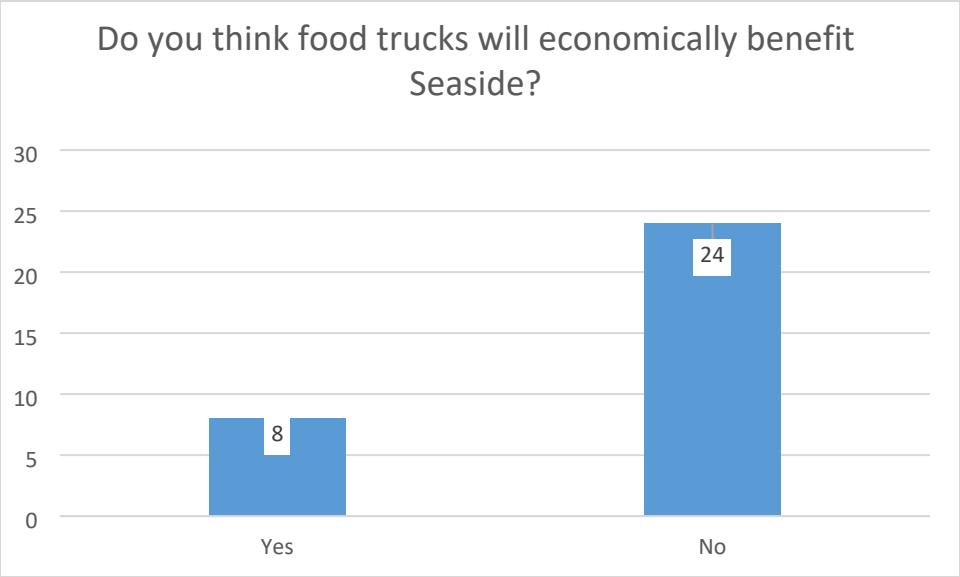
In Seaside lives a lot of Latino workers from Monterey and Carmel area (and others) For them (especially people who are single/young/students) would be very convenient to have the food trucks. Some Latin store like Mi Tierra and Santa Fe and bakeries like Cypress on Broadway have implemented kitchens inside their stores since previous years and they have a lot of acceptance from the residents of Seaside. If the food trucks are placed strategically in zones like malls, that would benefit other businesses around the area. Consumers would have the option of going to other business and employees would have the option too. If in the Broadway corridor they would implement a weekly or monthly festival for the community to show their culture with food, dances typical of the community that would unite the Seaside community. The residents would enjoy the afternoon. That would probably attract tourism from the cities around the area. The food trucks would be an option for these events. Seaside is a boring city. Events like this would give it life- to include the whole family (all ages).

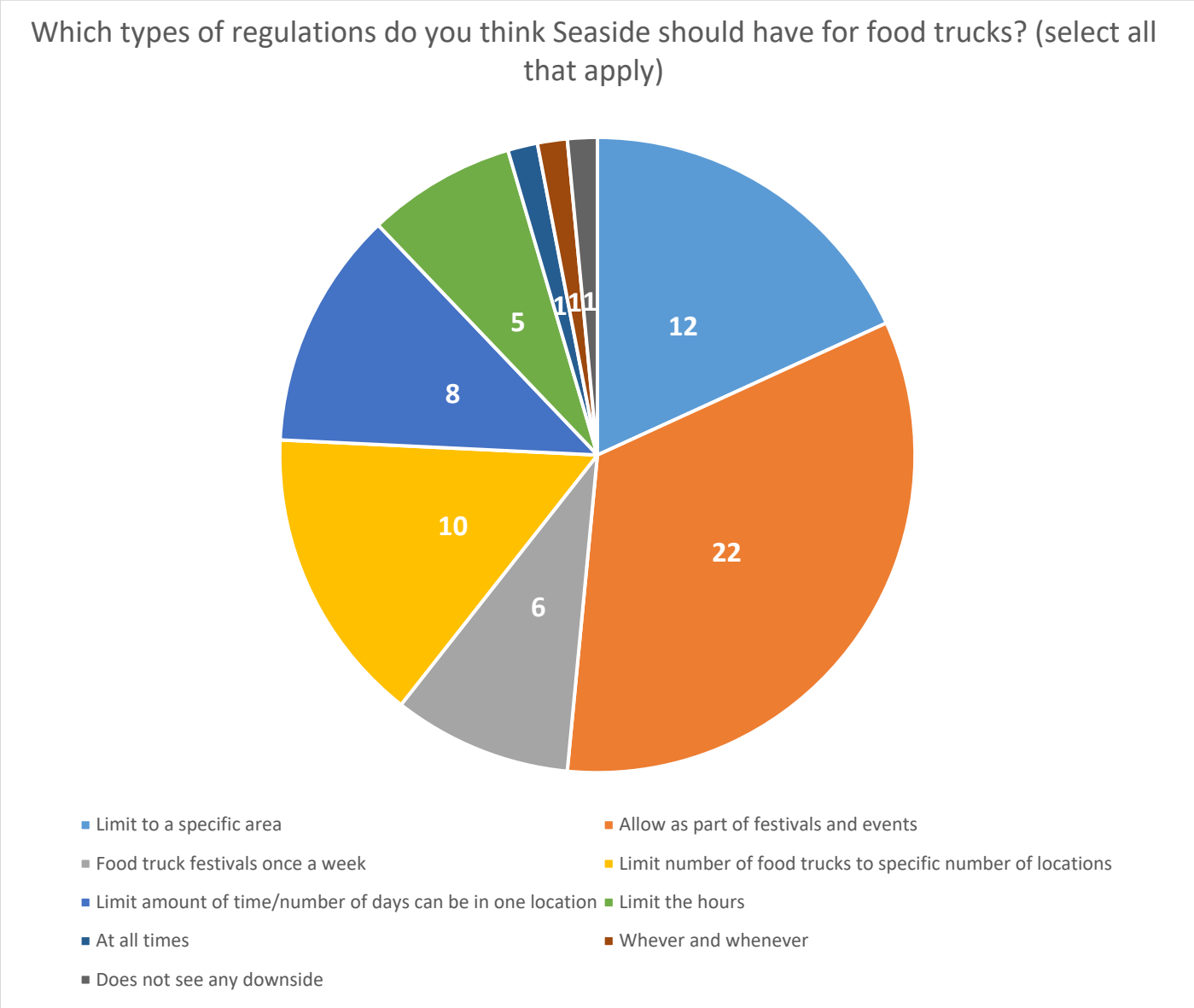

Do you think customers of food trucks are likely to visit/make purchases at nearby businesses?
25
20
15
10
5
0
9
23
Yes
No

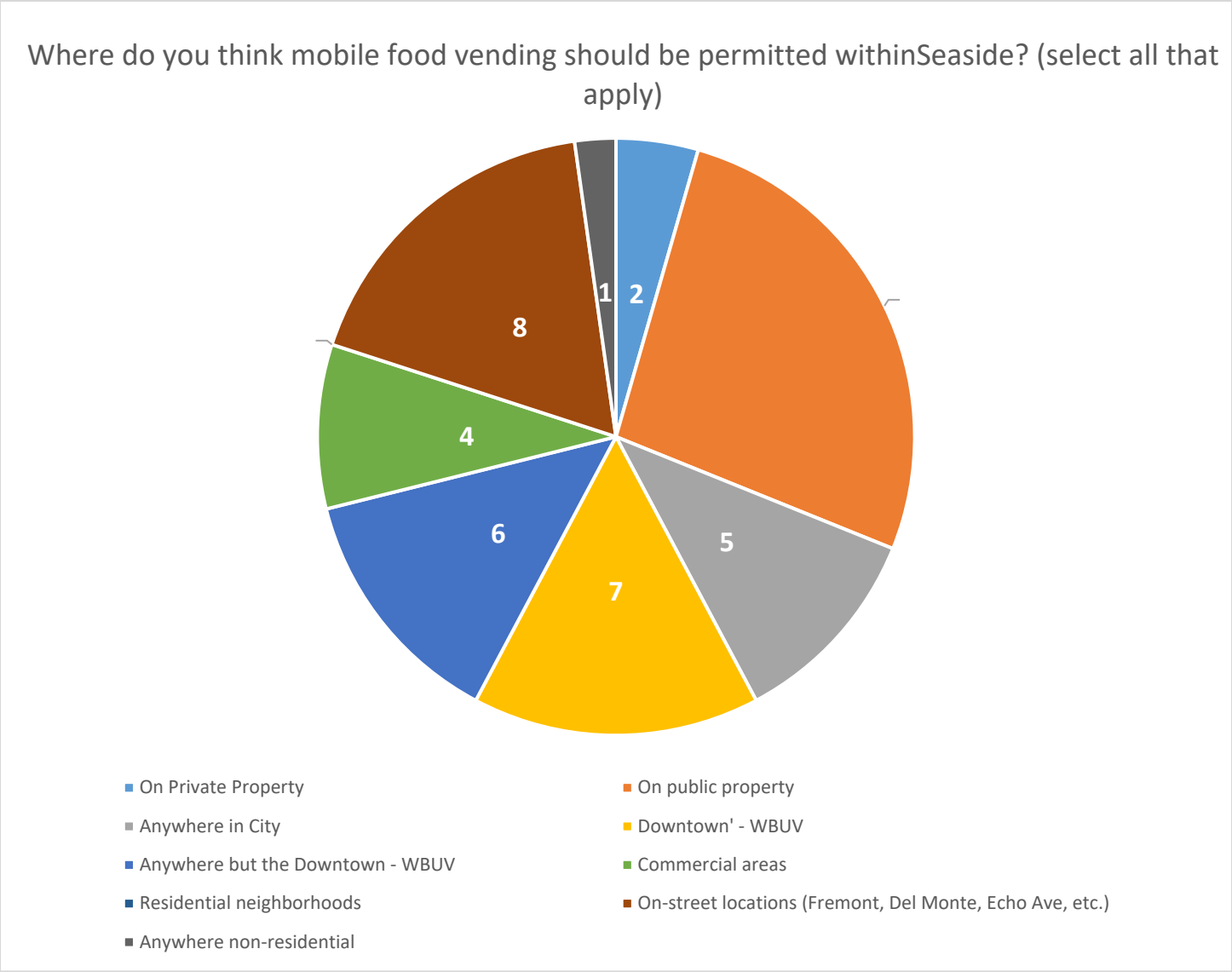

Do you think food trucks bring in visitors/tourists who would not normally visit Seaside?
20
18
16
14
12
10
8
6
4
2
0
14
18
Yes
No

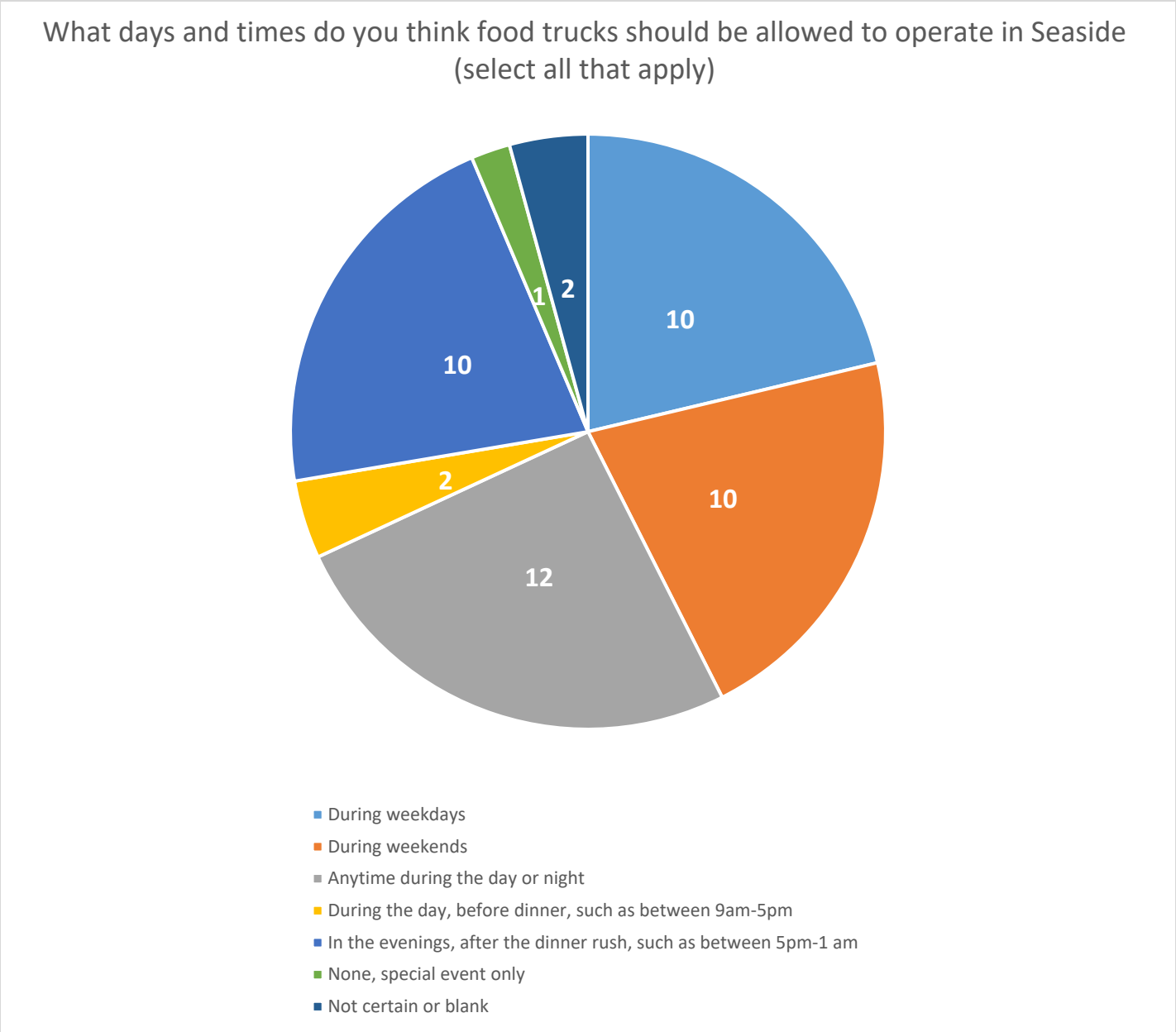

Are you a Seaside resident or local business owner?
11
11
6
4
Both
Neither
Resident Only
Business Owner Only

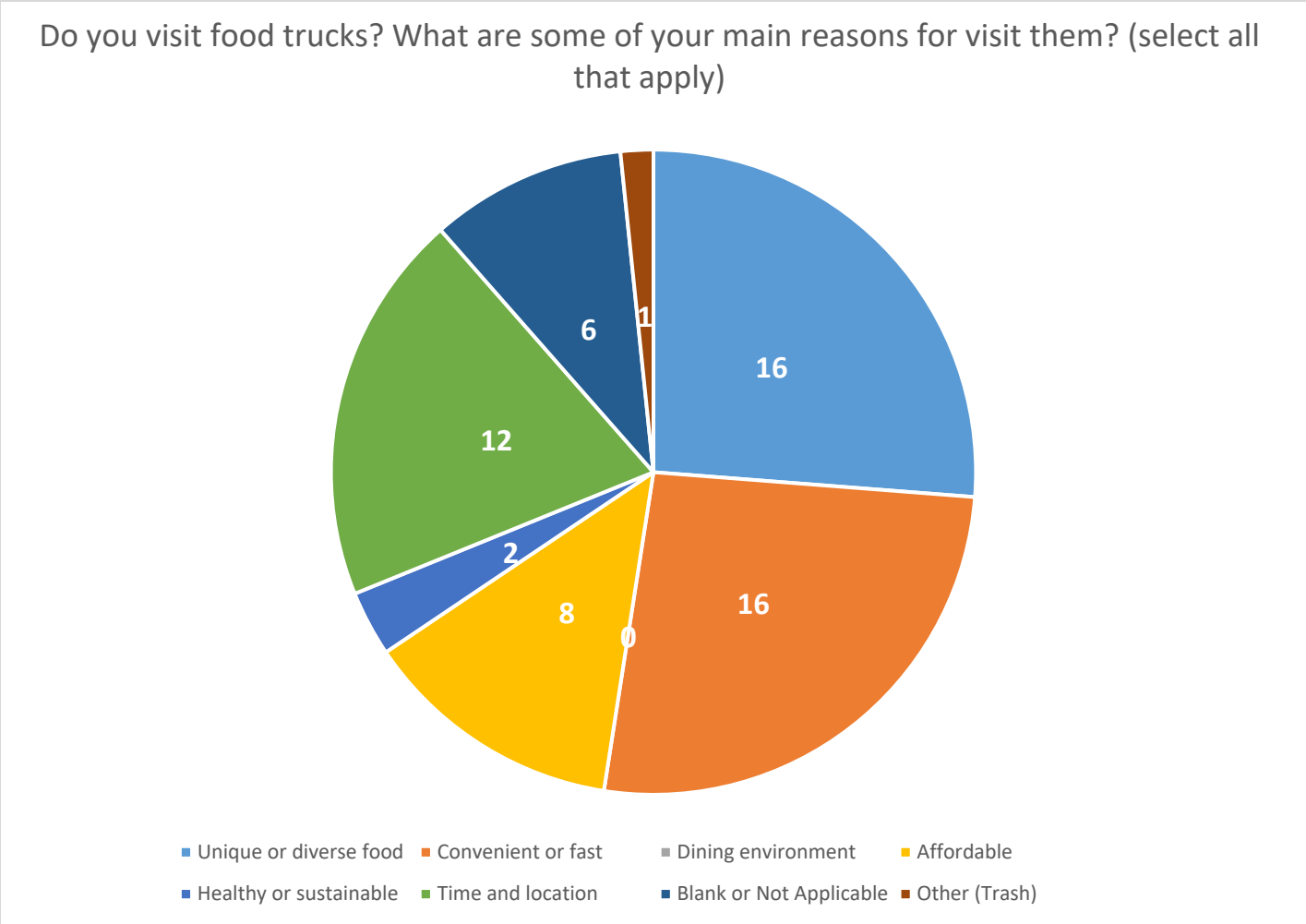

Do you think neaby businesses are positively, negatively, or are not impacted by mobile food vendors?
3
6
12
11
Neither
Positive
No Impact
Both


Do you think food trucks will economically benefit Seaside?
30
25
20
15
10
5
0
8
24
Yes
No


Which types of regulations do you think Seaside should have for food trucks? (select all that apply)
12
22
6
10
8
5
1
1
1
Limit to a specific area
Allow as part of festivals and events
Food truck festivals once a week
Limit number of food trucks to specific number of locations
Limit amount of time/number of days can be in one location
Limit the hours
At all times
Whever and whenever
Does not see any downside


Where do you think mobile food vending should be permitted withinSeaside? (select all that apply)
1
2
8
4
6
5
7
On Private Property
On public property
Anywhere in City
Downtown' - WBUV
Anywhere but the Downtown - WBUV
Commercial areas
Residential neighborhoods
On-street locations (Fremont, Del Monte, Echo Ave, etc.)
Anywhere non-residential


What days and times do you think food trucks should be allowed to operate in Seaside (select all that apply)
10
10
12
2
10
1
2
During weekdays
During weekends
Anytime during the day or night
During the day, before dinner, such as between 9am-5pm
In the evenings, after the dinner rush, such as between 5pm-1 am
None, special event only
Not certain or blank


Do you visit food trucks? What are some of your main reasons for visit them? (select all that apply)
16
16
0
8
2
12
6
1
Unique or diverse food
Convenient or fast
Dining environment
Affordable
Healthy or sustainable
Time and location
Blank or Not Applicable
Other (Trash)

CITY OF SEASIDE
STAFF REPORT

Item No.: 10.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Ashley Collick, Assistant City Manager

DATE: July 1, 2021

SUBJECT: **CONSIDER ADOPTION OF A SISTER CITY PROGRAM AND FORMING A SISTER CITY RELATIONSHIP WITH OAXACA, MEXICO**

RECOMMENDATION

Approve the adoption of the Sister City program and the formation of a relationship with the City of Oaxaca, Mexico.

BACKGROUND

On June 17, 2021 Council member Garcia-Arrazola requested that staff look into a sister city relationship with Oaxaca, Mexico. In order to officially establish a sister city relationship, Council will need to adopt a plan that sets forth how the sister city program will operate. Through Councll approval, Seaside will need to become a participating member of Sister Cities International.

Sister Cities International is a nonpartisan 501(C) (3) nonprofit which serves as the national membership organization for individual sister cities, counties and states across the U.S. This network unites tens of thousands of citizen diplomats and volunteers in 545 communities with over 2100 partnerships in 145 countries on six continents. Joining Sister Cities International will provide the City of Seaside with access to Sister Cities International directory of members and professional diplomatic and protocol services.

Establishing a Sister City Program will provide opportunities for people in both cities to learn and experience other cultures through long-term relationships; creating an atmosphere in which economic development and trade can be explored, implemented and strengthened; opening a dialogue and addressing issues ranging from the cultural to the technical, from the municipal to the medical, from the environmental to the

educational and beyond; and stimulating environments through which partnerships can creatively learn, work, and solve problems together.

Establishing an official a Sister City relationship between the City of Seaside and a city in another country develops long-term civic and people-to-people linkages and promotes the exchange of cultural, educational, economic and social information with international communities that have interests and characteristics similar to the City of Seaside. Sister City relationships are most effective when interested residents in the community work with interested residents in another city to promote communication and understanding among people of different nations and cultures, and when identifiable resident groups or associations can maintain connections over many years despite changes of involved residents.

Approximately 43% of Seaside residents are of Mexican heritage. It's estimated that approximately half of those residents have migrated from Oaxaca, Mexico. Oaxaca is in southwestern Mexico, and has a significant coastline on the Pacific Ocean. As of 2020 the population is estimated to be 715,000. Many generations of Oaxacan's live in Seaside California.

On August 8, 2021, Seaside will host it's first Guelaguetza festival. Guelaguetza's are an annual indigenous cultural event in Mexico that takes place in the city of Oaxaca, capital of the state of Oaxaca, and nearby villages. The celebration features traditional costumed dancing. It includes parades of indigenous walking bands, native food, and statewide artisanal crafts, such as pre-Hispanic style textiles. Each costume, or traje, and dance usually has a local indigenous historical and cultural meaning. The celebration has deep cultural importance for the indigenous peoples of the state and is important for the survival of these cultures. This festival will be the first in California since the start of the Covid 19 pandemic.

Oaxaca becoming a sister city before or during the Guelaguetza on August 8th, 2021 will be an opportunity for Seaside to strengthen it's ties with this unique and vibrant community.

FISCAL IMPACT

Sister Cities International Membership is $610 annually, if the Sister City program is approved. Future costs to be determined by the Council.

ATTACHMENTS

1. Draft Sister City Resolution 2021
2. Draft- Sister City Program

Reviewed for Submission to the City Council by:

Craig Malin, City Manager

RESOLUTION NO. 21-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE JOINING OF SISTER CITIES INTERNATIOAL, THE ADOPTION THE SISTER CITY PROGRAM AND FORMING A SISTER CITY RELATIONSHIP WITH OAXACA, MEXICO

WHEREAS, Sister Cities International is a nonpartisan 501(C) (3) nonprofit which serves as the national membership organization for individual sister cities, counties and states across the U.S.; and

WHEREAS, this network unites tens of thousands of citizen diplomats and volunteers in 545 communities with over 2100 partnerships in 145 countries on six continents; and

WHEREAS, joining Sister Cities International will provide the City of Seaside with access to Sister Cities International directory of members and professional diplomatic and protocol services; and

WHEREAS, entering into a Sister City agreement with Oaxaca, Mexico will formalize and strengthen the relationship between our two cities; and

WHEREAS, Approximately 43% of Seaside residents are of Mexican heritage and estimated that approximately half of those residents have migrated from Oaxaca, Mexico; and

WHEREAS, establishing a Sister City Program will provide opportunities for people in both cities to learn and experience other cultures through long-term relationships:

Creating an atmosphere in which economic development and trade can be explored, implemented and strengthened

Opening a dialogue and addressing issues ranging from the cultural to the technical, from the municipal to the medical, from the environmental to the educational and beyond; and

Stimulating environments through which partnerships can creatively learn, work, and solve problems together; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside do hereby direct the City of Seaside City Manager to accept and execute on behalf of the City

Council, the joining of Sister Cities International, the adoption of the Sister City Program and explore formalizing an agreement with Oaxaca Mexico to become a sister city.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of July 2021 by the following vote:

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

APPROVED:

_____
Ian N. Oglesby, Mayor

ATTEST:

_____
Dominique L. Davis, City Clerk

City of Seaside
Sister City Program

Definition

Sister City: A Sister City is an official relationship established between the City of Seaside and a city in another country to develop long-term civic and people-to-people linkages and promote the exchange of cultural, educational, economic and social information with international communities that have interests and characteristics similar to the City of Seaside.

Purpose

Sister City relationships are most effective when interested residents in the community work with interested residents in another city to promote communication and understanding among people of different nations and cultures, and when identifiable resident groups or associations can maintain connections over many years despite changes of involved residents.

The City of Seaside is committed to promoting Sister City relationships between the City and its Sister Cities by hosting Sister City delegations, interns and other visitors; promoting international understanding as a member of Sister City International, the non-profit membership organization which registers and coordinates Sister City linkages between communities in the U.S. and cities worldwide; and advancing educational, cultural, and artistic awareness.

The City of Seaside has established the following guidelines for the Sister City Program.

Sister City Selection

Proposal/Approval Procedures:

A Sister City proposal will require recommendation by a member of the City Council. Establishing a Sister City relationship requires approval by the City Council, a signed formal agreement between the City Manager and the top official of the proposed Sister City, and recognition by Sister Cities International.

The City of Seaside will evaluate proposals for a new Sister City affiliation and Council approval based on the following criteria:

Compatibility of the proposed sister city with regard to population, colleges and universities, arts and culture institutions, community organizations, economic base, and opportunities to develop economic and tourism linkages.

Opportunity for mutually beneficial cultural and educational exchanges and program activities between community-based organizations.

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Demonstrated interest and commitment by a broad-based Seaside community group to develop cultural, education and community exchanges; and to raise funds to ensure long-term program support.

A civic or official group must also be organized in the prospective city with the intent to plan and develop ongoing sister city programs with the Seaside community group.

The municipal government of the proposed city must demonstrate support for establishing and developing a sister city affiliation with Seaside.

Establishing a new Sister City affiliation will be dependent on the availability of City staff and other public resources that will be necessary to help develop and sustain a successful city-to-city relationship.

Recognizing that successful Sister City relationships require extensive community and government support, a proposed Sister City should not have an existing relationship with another U.S. city. If the proposed city has one or more Sister City relationships with U.S. cities, it must be demonstrated that the proposed Sister City has extensive community interest to support a long-term sister city relationship with Seaside.

Sister Cities International requires a Cooperative Agreement when the proposed Sister City has one or more Sister City affiliations with U.S. cities.

Thus, a Cooperative Agreement must be reached with the proposed Sister City, the U.S.' city or cities engaged in the Sister City relationship and the City of Seaside.

If a Cooperative Agreement is required to establish a new Sister City affiliation, only the Mayor or their designated representative will initiate communication with the municipal governments of cities that would be required to enter into a Cooperative Agreement with the City of Seaside.

Selection Guidelines

Selection of a Sister City shall be based upon, but not limited to, the following guidelines:

A city chosen for a Sister City affiliation should be located in a country that has established diplomatic relations with the United States. There should be the potential for genuine people to-people contact; communication and visitation should be able to occur freely in both directions.

The proposed Sister City should be similar in population size, and/or role in the region, and/or have cultural, educational, socio-economic, governmental, or other tangible features in common with Seaside, making it an appropriate Sister City.

There should exist in City of Seaside an identifiable resident group or association, which favors the proposed affiliation and intends to pursue a meaningful program after the

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relationship is established. The group should be in a position to organize and finance its own activities over the long term as the City cannot give assurance of financial backing.

A similar identifiable resident group or association should exist in the proposed Sister City, with a clear indication of intent to carry out active mutual programs.

The municipal government of the proposed Sister City should demonstrate support for establishing and developing a Sister City affiliation with The City of Seaside.

City Responsibilities

Establishing and supporting new Sister City affiliations require a significant commitment by the City and will be dependent on the availability of City staff and other public resources that will be necessary to help develop and sustain a successful city-to-city relationship.

Coordinated through the City Manager's Office, the City will support the Sister City Programs by:

Providing for set-up and complimentary access to City facilities for Sister City events. Sister City delegations and community sponsoring organizations should contact City staff at least 60 days in advance for any formal visits, events, and meetings.

Refreshments may be provided for meetings and activities when deemed appropriate. When agreed upon, the City may advance payment for event, meeting and activity expenses (cost of food, drinks, and materials). If community-sponsoring organization has agreed to pay for event, meeting or activity expenses, the sponsor will reimburse any City advances no later than 30 days after the event/activity takes place. City funds may not be used to pay for alcoholic beverages.

Providing access to postage, fax, copying and printing equipment to community sponsoring organizations for support for Sister City events in which the City is participating.

Providing the use of meeting room space at no cost to community sponsoring organizations for related activities.

Providing modest official City promotional gift items typically given at community events to government representatives from visiting countries, such as City t-shirts, pens, reusable bags, and lapel pins.

City staff resources are limited. Staff activities will typically involve extending or receiving invitations from Sister Cities, annual correspondence from the Mayor/City Council, and limited support for visits by the Mayor, Vice Mayor (Pro Tem) or Councilmembers to Sister Cities (e.g. official City letters, visas, and formal gifts). Additional City staff support may be provided at the discretion of the City Manager.

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City Official Visits to Sister Cities and Associated Travel Expenses

When the Mayor, Vice Mayor or Councilmember initiates a request to visit a Sister City, such request will be made in writing to the City Council, including the proposed itinerary, how the travel and expenses will be funded, and other assistance the City will be asked to provide (i.e. gifts to be presented by the Mayor, Vice Mayor or Councilmember).

The community sponsoring organizations may also make recommendations to the City Council, including a recommended budget for the visit. If approved by the City Council, the Mayor (or designee) will send appropriate correspondence to the top official of the Sister City.

When an invitation is received from a Sister City for City of Seaside officials to visit that city, the City Council shall review the invitation or request, including any travel-related expenses offered by the Sister City. The City Council may also consider recommendations from the community sponsoring organization regarding who will represent the City and how the travel and expenses will be funded. The total number of people travelling on behalf of the City may be limited at the request of the host city in order to manage host city resources required to support the delegation.

Normally, travel for Sister City programs will be paid by the individual participant, but may also be funded by the sponsoring community organization or by the host city, unless use of City funds is authorized in advance by the City Council. If necessary, City Councilmembers may use their annual individual training and professional development budget to pay for travel expenses related to the Sister City programs.

Should the travel expenses exceed a City Councilmember's annual individual training and professional development budget, City Council approval is required for use of additional City funds. Travel expenses provided as a gift (not funded by the individual or through City funds) may be subject to applicable Fair Political Practices Commission and Government Code reporting requirements.

The City will not fund travel nor reimburse for travel or lodging expenses for Sister City visitors coming to the City of Seaside. Any sponsoring community organization may choose to sponsor lodging and expenses for visiting delegations, with the understanding that reciprocal accommodations may occur when a City of Seaside delegation visits in the future to the Sister City.

Gifts

An exchange of promotional and formal gifts is typical of visits to Sister Cities, and from delegations that visit the City of Seaside. Modest official promotional gifts maybe funded by the City.

Additional gifts presented to members of a Sister City delegation are the responsibility of the community sponsoring organization. The sponsoring community organization may choose to provide formal gifts according to their internal budget and approval processes.

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Gifts or memorabilia presented to a representative of the City of Seaside that are intended for the City become the property of the City and shall be displayed at a City facility or distributed at the City's discretion. Gifts or memorabilia intended for and received by individual City Councilmembers or City employees are subject to applicable Fair Political Practices Commission and Government Code reporting requirements.

Terminating a Sister City Affiliation or Placing a Sister City on Emeritus Status

Sister City affiliations are meant to be long-standing official city linkages that involve extensive community participation beyond government. For a variety of reasons, a Sister City relationship may lose community interest and support, and the City of Seaside or the Sister City may opt to place the relationship into emeritus status or to terminate the Sister City relationship.

If a Sister City affiliation is inactive for a period of three years or longer, or if there is a lack of community support through the community sponsoring organization for the Sister City relationship to continue, the City may initiate the process to place the relationship into emeritus status or to terminate the Sister City affiliation with the Sister City and inform Sister Cities International.

The Mayor or his or her designee will send a letter to the Mayor or lead representative of the Sister City to express the City's intent to end the Sister City affiliation or place the Sister City affiliation on hold in emeritus status. The Mayor or their designee will then notify Sister Cities International that the Sister City affiliation with the City in question has ended or is placed in emeritus status. Sister Cities International will decertify the Sister City affiliation or place the Sister City affiliation on emeritus status.

DRAFT

CITY OF SEASIDE
STAFF REPORT

Item No.: 10.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sheri Damon, City Attorney

DATE: July 1, 2021

SUBJECT: **CONSIDER RESOLUTION SETTING COMMEMORATIVE OBSERVANCES AND FLAG POLICY**

RECOMMENDATION

Consider and adopt resolution setting Commemorative Observances and Flag Policy

BACKGROUND

At the meeting of June 3, 2021, the City Council considered a draft flag policy. The majority directed the City Attorney to revise the draft flag policy to establish Commemorative Observances and Flag Policy.

FISCAL IMPACT

ATTACHMENTS

1. Resolution re Commemorative Observances and Flag policy
2. Exhibit A-Commemorative Observances and Flag Policy

Reviewed for Submission to the City Council by:

Craig Malin, City Manager

RESOLUTION NO. 21-XX

A RESOLUTION OF CITY OF SEASIDE
ESTABLISHING COMMEMORATIVE OBSERVANCES AND FLAG POLICY

WHEREAS, the City of Seaside has not historically designated commemorative observances or had a flagpole policy regarding the display of flags or the display of any commemorative flags; and

WHEREAS, at the May 20,2021 meeting a councilmember requested consideration of flying a rainbow flag during the month of June; and

WHEREAS, in the absence of a clear policy regarding commemorative observances and flying flags on City-owned property, would subject the City to requests from all manner of groups for special recognition and the flying of flags or banners; and

WHEREAS, the City Council on June 3, 2021 designated the list of commemorative observances as codified by the Library of Congress giving authority to fly the rainbow flag during the month of June and directed that a commemorative observances and flag policy be prepared to honor those observances and for the outdoor display of flags on City flagpoles.

NOW THEREFORE, BE IT RESOLVED, that the City of Seaside hereby adopts the COMMEMORATIVE OBSERVANCES AND FLAG POLICY attached hereto as Exhibit A. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside held on the July 1, 2021 by the following vote:

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

APPROVED:

_____
Ian N. Oglesby, Mayor

ATTEST:

_____
Dominique L. Davis, City Clerk

EXHIBIT A- COMMEMORATIVE OBSERVANCES AND FLAG POLICY

COMMEMORATIVE OBSERVANCES AND FLAG POLICY

I. **Purpose**

A. The Seaside City Council desires to establish clear guidelines regarding commemorative observances and the flying of flags.

B. In adopting this Policy, the City Council desires to reflect the dignity and contributions of the people who have added to the community and character of the United States and in Seaside consistent with the Federally recognized days and commemorative months as identified by presidential proclamation and confirmed by Congressional approval and codified in the Library of Congress. The initial list of commemorative observances set forth below, shall be updated and amended as the list is updated by the Library of Congress from time to time, shall be recognized by the City of Seaside.

African American History Month (February)
National African American History Month in February celebrates the contributions that African Americans have made to American history in their struggles for freedom and equality and deepens our understanding of our Nation's history.

American Indian Heritage Month (November)
National American Indian Heritage Month celebrates and recognizes the accomplishments of the peoples who were the original inhabitants, explorers and settlers of the United States.

Asian Pacific Heritage Month (May)
Asian/Pacific American Heritage Month is a month to celebrate the contributions Asian/Pacific Americans have made to American history, society and culture.

Constitution Day and Citizenship Day (September 17)
Constitution Day and Citizenship Day is observed each year on September 17 to commemorate the signing of the Constitution on September 17, 1787 and "recognize all who, by coming of age or by naturalization, have become citizens."

Human Rights Day (December 10)
Human Rights Day is observed each year to commemorate the adoption of the Universal Declaration of Human Rights (UDHR) by the United Nations General Assembly on December 10, 1948.

Irish-American Heritage Month (March)
Irish-American Heritage Month is a month to celebrate the contributions which Irish-Americans have made to the United States.

Jewish American Heritage Month (May)
Jewish American Heritage Month is a month to celebrate the contributions Jewish Americans have made to America since they first arrived in New Amsterdam in 1654.

Law Day (May 1)
Law Day is a national day to celebrate the rule of law and its contributions to the freedoms Americans enjoy.
Lesbian, Gay, Bisexual, Transgender and Queer Pride Month (June)
Lesbian, Gay, Bisexual, Transgender and Queer Pride Month commemorates the events of June 1969 and works to achieve equal justice and equal opportunity for LGBTQ Americans.
National Disability Employment Awareness Month (October)
National Disability Employment Awareness Month celebrates the accomplishments in the workplace of persons with disabilities and reaffirms the commitment to ensuring equal employment opportunities to all citizens.
National Hispanic Heritage Month (September 15 - October 15)
National Hispanic Heritage Month celebrates and recognizes the contributions Hispanic Americans have made to American society and culture and to honor five of our Central American neighbors who celebrate their Independence days in September.
Women's History Month (March)
Women's History Month honors and celebrates the struggles and achievements of American women throughout the history of the United States.

C. In adopting this Policy, the City Council declares that flagpoles owned or maintained by the City of Seaside are not intended to serve as a forum for free expression by the public, but rather as a non-public forum for the display of the United States, State of California, and City Flags and any Commemorative Flag authorized by the City Council as an expression of the City Council's official sentiments (government speech).

II. **Commemorative Policy**

A. It is the policy of the City of Seaside that the commemorative observances set forth hereinabove, shall be honored at a minimum by an appropriately timed Proclamation, proffered to the City Council by the City Manager or his designee. The City Manager or his designee may honor such commemorative observances in other ways upon the City Hall Building

B. The City of Seaside further authorizes the City Manager or his designee to fly such commemorative flags on City flagpoles located at Seaside City Hall. Flags shall be displayed consistent with the below flag policies.

III. **Flag-Specific Policy**

A. Conformance with Federal and State Regulations. Flags shall be displayed in accordance with Federal and State statutes and regulations, including, but not limited

to United States Code, Title 4, Chapter 1 and California Government Code sections 430 et seq., and this Policy.

1. Per California Government Code section 431(a), the Flag of the United States and the Flag of the State of California shall be prominently displayed upon or in front of each public building of the City.

2. Per California Government Code section 434.7, any Flag of the United States or Flag of California that the City purchases must be made in the United States.

3. The United States Flag may only be flown at half-staff in accordance with the guidelines set forth https://www.usa.gov/flag. The State of California Flag shall be flown at half-staff if the United States Flag is flown at half-staff or on order of the Governor.

B. Seaside City Hall at 440 Harcourt Avenue, Seaside.

1. There shall be seven flagpoles at the Seaside City Hall to fly the following flags in the manner described below: Flag of the United States, Flag of State of California, Flag of Seaside, Flag of the Prisoner of War/Missing in Action, and historical Flags of the United States.

2. The City of Seaside Flag shall fly at half-staff if either the United States or California Flag is at half-staff. The City Manager may order just the City of Seaside Flag to fly at half-staff for seven (7) days at the death of a current or former Mayor, five (5) days for a current or former City Council Member or three (3) days for a current City staff member.

C. City Facilities other than the Seaside City Hall at 440 Harcourt Avenue, Seaside At facilities that the City owns or maintains (other than facilities maintained by other governmental entities), there may be one flagpole where the United States Flag shall be flown and the State of California flag may be flown as described in Section III. If flags are displayed indoors, those flags are limited to the flag of the United States, State of California and City of Seaside.

3. Commemorative Flag

a. As expression of the City's official government speech, the City Council hereby authorizes the City Manager or his designee to fly any flag associated with the commemorative observances listed hereinabove on either the days or months identified. Commemorative flags are to fly below the City of Seaside flag at the Seaside City Hall flagpoles only.

b. Commemorative Flags shall be displayed for a period of time that is reasonable or customary for the subject that is to be commemorated, but no longer than thirty (30) continuous days.

c. Commemorative Flags must be clean, without holes and tears, and be made of an all-weather fabric. Commemorative Flags must be the same size or smaller than the United States, California and Seaside flags that are flown.

d. If any other flag is flown at half-staff, the Commemorative Flag will also be flown at half-staff.

IV. **Flag Procedures (General)**

A. No other flag shall be placed above the United States Flag and no other flag shall be larger than the United States Flag. Other flags may be flown at the same height and in the same size, in accordance with this Policy. Where both the United State Flag and the California State Flags are flown, they shall be of the same size.

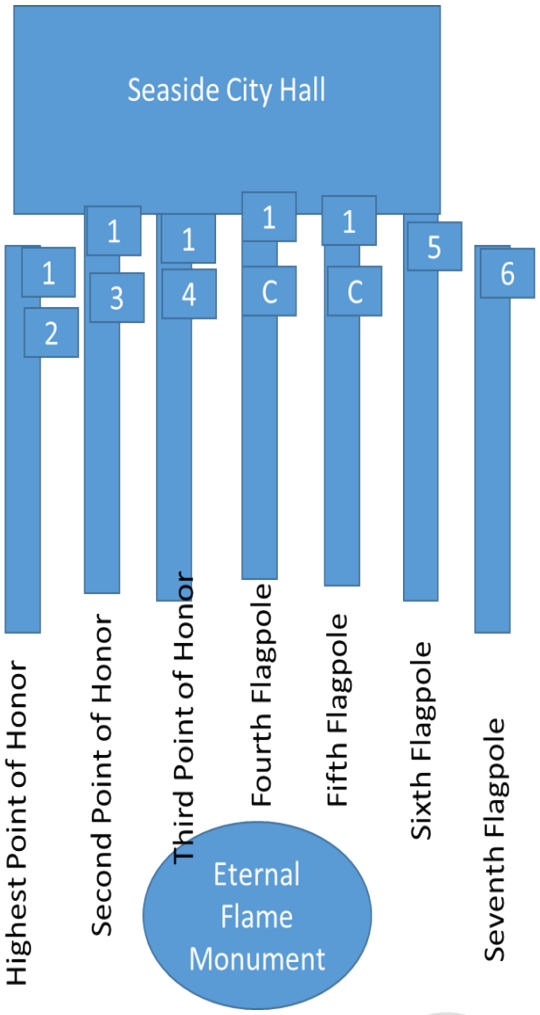
B. Flags should be hoisted briskly and lowered ceremoniously. The United States Flag should be hoisted first and lowered last.

C. Flags shall be displayed during operating hours on all days on which the City is open for business, and on national and state holidays. Flags may be displayed twenty-four (24) hours a day as long as they are illuminated during darkness.

D. Flags shall not be displayed during inclement weather, unless all- weather flags are used and are illuminated during darkness.

E. When flags are displayed on a single pole, the order from top to bottom shall be: The United States Flag, the California State Flag, and, if displayed, the City of Seaside Flag.

F. When the flags are flown from adjacent flag poles, the United States Flag shall be flown at the highest point of honor, which is the furthest point to the left from the standpoint of the observer ("the flag's right"). In the case of the Seaside City Hall, this shall mean standing at the Eternal Flame Monument and facing City Hall, the United States flag shall be flying from the farthest flagpole to the left. The United States Flag shall be flown from the next four flagpoles. The POW flag shall be flown directly below the highest point of honor United States Flag, the California State Flag shall be placed in the second position of honor, which is the next further flagpole to the left. The City of Seaside Flag, if displayed, shall be placed in the third position of honor. Any commemorative flag may be flown on the fourth or fifth flagpole beneath the United States Flag. The six and seventh flag poles shall display either the United States Flag or a historical flag with the 31-star flag flown on the sixth flagpole and the 13-star flag flown on the seventh flagpole. Below is an illustrative diagram of the flag pole locations and flag positions as outlined herein:



Flag Key:
1- United States Flag
2- Prisoner of War/MIA Flag
3-State of California Flag
4-City of Seaside Flag
5-31-Star Historical Flag (May be replaced by 1)
6-13-Star Historical Flag (May be replaced by 1)
C-Commemorative Flag Potential Locations

G. When a flag is displayed at half-staff, it shall first be hoisted to the peak for a moment and then lowered to half-staff position. Before being lowered at the end of the day or when taken down, the flags shall again be hoisted to the peak for a moment and then fully lowered.

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