



AGENDA

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

CONCURRENT MEETING
HYBRID (VIRTUAL & IN PERSON)
Thursday, February 3, 2022
5:00 PM

MASKS ARE REQUIRED FOR IN PERSON PARTICIPATION REGARDLESS OF VACCINATION STATUS

Pursuant to California Government Code section 54953(e)(1)(A) and (C) and the Seaside City Council's resolution authorizing virtual participation in public meetings given the COVID-19 pandemic, meetings of the Seaside City Council and its Boards, Commissions and Committees are being conducted with a hybrid format providing both in person and virtual (electronic) participation in order to promote social distancing and protect the health and safety of attendees.

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 2:00 p.m. on the day of the meeting. All submitted comments will be provided to the City Council or the Board for consideration.
- During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9. The Clerk will call speaker names and unmute speaker microphones. You will have up to 3 minutes to provide your comments, with time set by the discretion of the Mayor.

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://ci-seaside-ca-us.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
David R. Pacheco
Jason Campbell
Jon Wizard
Alexis Garcia-Arrazola

Mayor/Chair
Mayor Pro Tem/Vice Chair
Council/Agency Member
Council/Agency Member
Council/Agency 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 for "Presentations" on this agenda are also taken at this time; 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. POLICE DEPARTMENT ANNUAL PUBLIC SAFETY REPORT (POLICE CHIEF NICHOLAS BORGES)

B. VACCINATION UPDATE (FIRE CHIEF MARY GUTIERREZ)

8. CONSENT AGENDA

A. ADOPT A RESOLUTION MAKING FINDINGS IN ACCORDANCE WITH AB361 AND GOVERNMENT CODE SECTION 54953(E) AUTHORIZING REMOTE TELECONFERENCE MEETINGS

RECOMMENDATION: Adopt a resolution making findings under AB361 and Government Code section 54953(e) authorizing continued teleconference (Zoom) hybrid meetings.

B. APPROVE MINUTES FROM JANUARY 20, 2022

RECOMMENDATION: Approve minutes as presented in the agenda packet.

C. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of December 18, 2021, through December 31, 2021, including the payroll and benefits checks, direct deposits, and wired

payments related to the pay period ending December 30, 2021. Total Accounts Payable and Payroll for the above referenced period is \$1,443,338.45.

D. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of December 18, 2021, through December 31, 2021, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending December 30, 2021. Total Accounts Payable and Payroll for the above referenced period is \$33,131.25.

E. ADOPT A RESOLUTION APPROVING THE PROPOSED CHANGES TO THE CITY OF SEASIDE BOARDS, COMMISSIONS, AND COMMITTEES HANDBOOK

RECOMMENDATION: Adopt resolution and the updated edition of the Boards, Commissions, and Committees Handbook to include new information, remove outdated details, and increase organizational efficiency as presented.

F. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE ENGINEERING TRAILER MODIFICATIONS AND AWARDDING A CONSTRUCTION CONTRACT TO ONE WORKPLACE L. FERRARI, LLC FOR AN AMOUNT NOT TO EXCEED \$39,378.93

RECOMMENDATION: Adopt a resolution approving the plans and specifications for the Engineering Trailer Modifications and awarding a construction contract to One Workplace L Ferrari, LLC for an amount not to exceed \$39,378.93. The total construction cost including contingency is \$45,285.77.

G. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CALIFORNIA CONSULTING FOR GRANT WRITING SERVICES IN THE AMOUNT NOT TO EXCEED \$60,000.00; AND AMENDING THE BUDGET FOR THE CITY OF SEASIDE FOR FISCAL YEAR 2021-2022

RECOMMENDATION: Authorize the City Manager to enter into an agreement with California Consulting, LLC as attached and increase the FY 2021-2022 budget by \$60,000.00 (account 100-7410-1030).

H. ADOPT RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT AND ALL REQUIRED DOCUMENTS TO ACQUIRE THE REAL PROPERTY LOCATED AT 962 HILBY AVENUE IN THE AMOUNT OF \$500,000.00

RECOMMENDATION: Adopt the resolution authorizing the City Manager to execute a purchase agreement and all other documents and authorizing the Finance Director to make the necessary transactions to purchase the property

located at 962 Hilby Avenue (APN 012-371-005) for \$500,000.00 plus incidental acquisition costs.

I. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A QUIT CLAIM DEED AND MEMORANDUM OF UNDERSTANDING TO TRANSFER BLANCO ROAD TO THE COUNTY OF MONTEREY

RECOMMENDATION: Approve a resolution authorizing the City Manager to execute a Memorandum of Understanding and Quit Claim Deed for Blanco Road to the County of Monterey, as the City Council of the City of Seaside acting in its capacity as the Local Reuse Authority and successor to the Fort Ord Reuse Authority.

9. BUSINESS ITEMS

A. ADOPT A RESOLUTION APPROVING THE BROADWAY WALK OF FAME POLICY

RECOMMENDATION: Adopt a resolution approving the Broadway Walk of Fame policy and establishing the Broadway Walk of Fame Adhoc committee.

B. REVIEW OF ABANDONED BUILDING PROGRAM

RECOMMENDATION: Receive report and provide direction to staff.

C. DISCUSS OPTIONS FOR REPLACING THE BASKETBALL COURT AT LINCOLN CUNNINGHAM PARK TO ENABLE STAFF TO OBTAIN AN ESTIMATE FOR A NEW COURT

RECOMMENDATION: Review options and provide direction for the replacement of the basketball court at Lincoln Cunningham Park.

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

1. Presentation on cannabis tax schedule (Wizard)

11. CITY ATTORNEY, CITY MANAGER, MAYOR AND CITY COUNCIL 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 and report on committee assignments.

12. CLOSED SESSION

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

RECOMMENDATION: Agency Negotiators: Roberta Greathouse, Acting City Manager; Donna Williamson, Labor Negotiator; Heather Coffman, Labor Negotiator.

Employee Organizations: Seaside Firefighters' Association; Seaside Police Officers' Association; and Seaside City Employees' Association

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8:

RECOMMENDATION: Property: Veterans Cemetary (1) Northern Endowment Fund Opportunity Parcel APN 031-152-011 and (2) Southern Development Area Parcel APN 031-152-008

City Negotiators: City Manager

Under Negotiation: price, terms of payment or both

C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9: POTENTIAL LITIGATION (2 MATTERS)

Potential Litigation (2 Matters)

D. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9: EXISTING LITIGATION

Petrovich, et al. v. City of Seaside, et al.

United States District Court, Northern District

Court case: 5:21-CV-07797-NC

13. ADJOURNMENT

Next Regularly Scheduled Meeting:

FEBRUARY 3, 2022

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.



2021 Annual Public Safety Report



UCR PART I CRIME



Type of Crime	2017	2018	2019	2020	2021	% Change Prior YTD	5 Year Average	% Change
Homicide	2	0	3	0	0	N/A	1	100.00%
Rape	8	13	11	14	9	-36%	11	-18%
Robbery	30	24	12	17	25	47%	21.6	16%
Assault	57	57	52	42	81	93%	57.8	40%
Total Violent Crime	97	94	78	73	115	58%	91.4	26%
Burglary	82	42	44	49	53	8%	54	-2%
Larceny	364	337	332	394	352	-11%	355.8	-1%
Auto Theft	72	73	67	56	64	14%	66.4	-4%
Arson	2	3	5	1	3	200%	3	33%
Subtotal Property Crime	520	455	448	500	473	-5%	479.2	-1%
Total Part 1 Crime	617	549	526	573	588	3%	570.6	3.05%

UCR PART I CRIME



OVERALL

3%

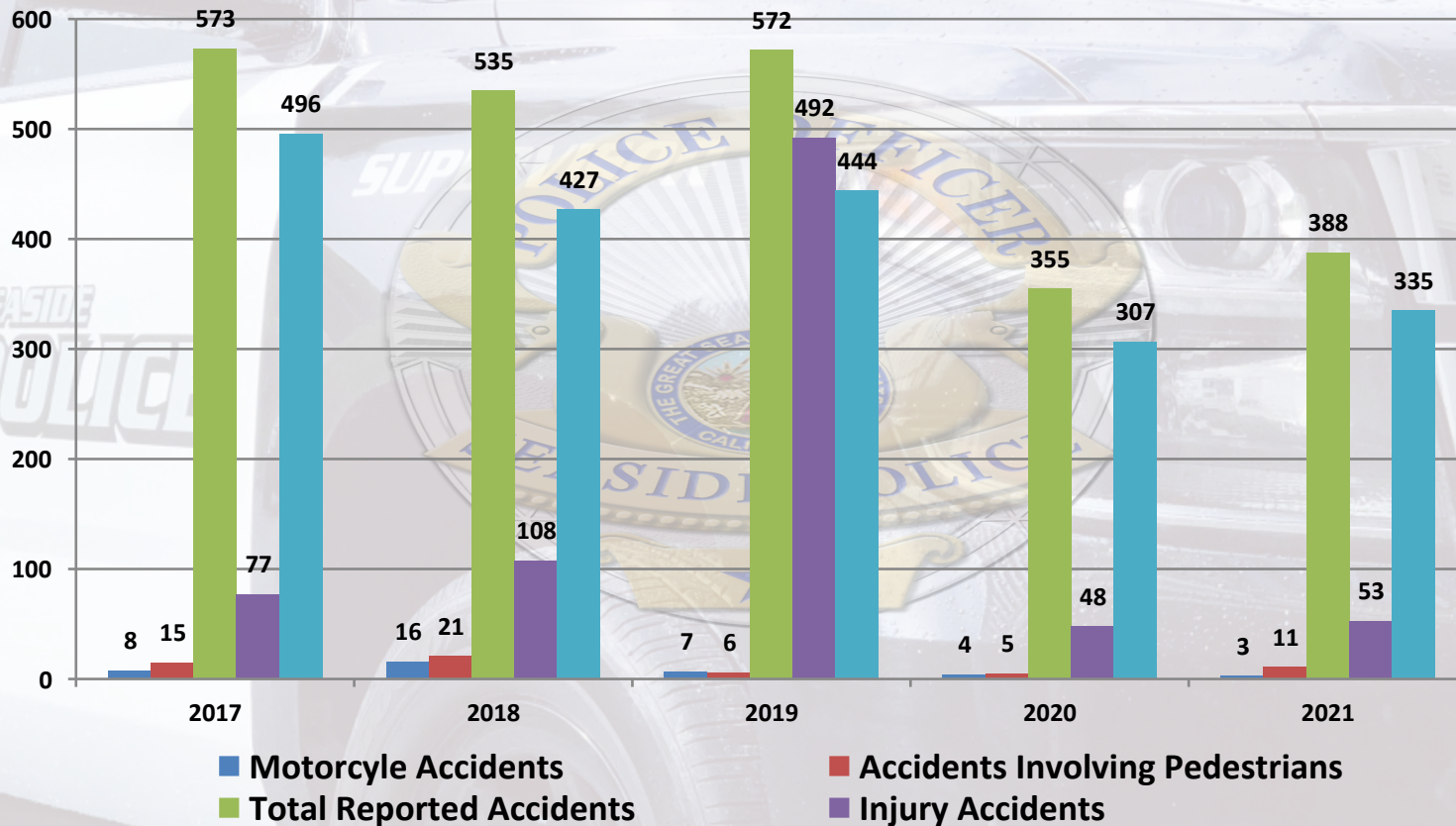
PROPERTY

5%

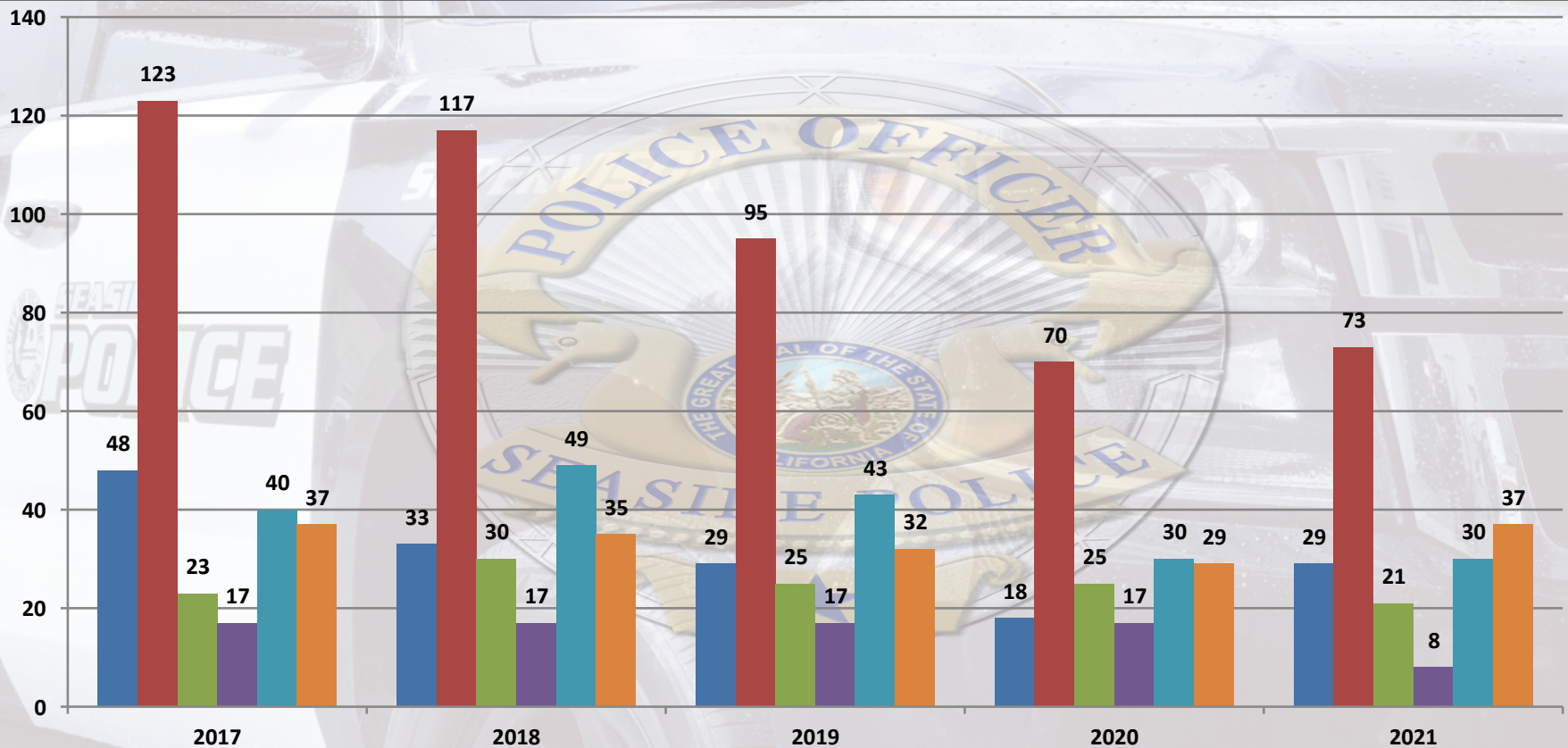
PERSONS

58%

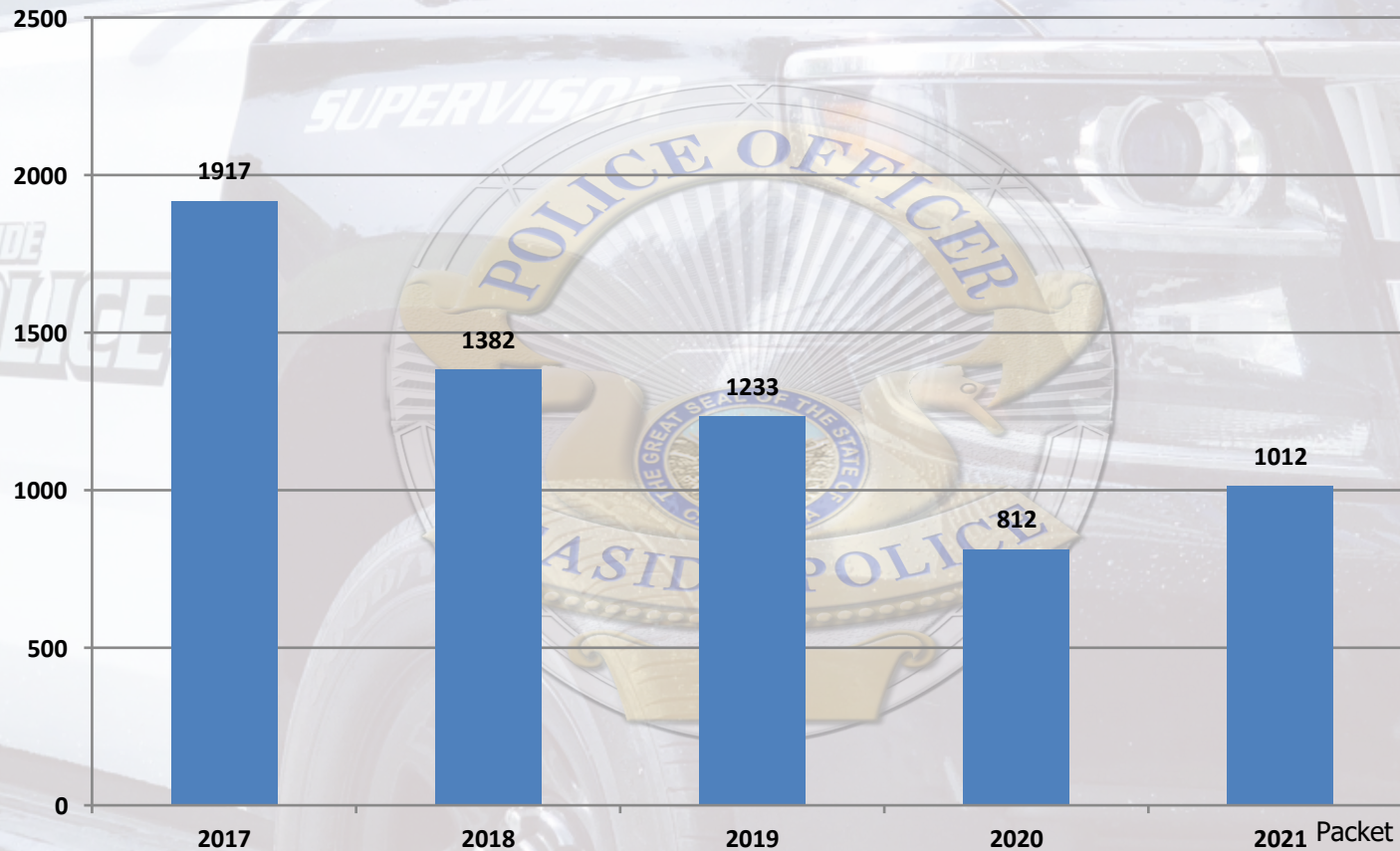
TRAFFIC COLLISIONS



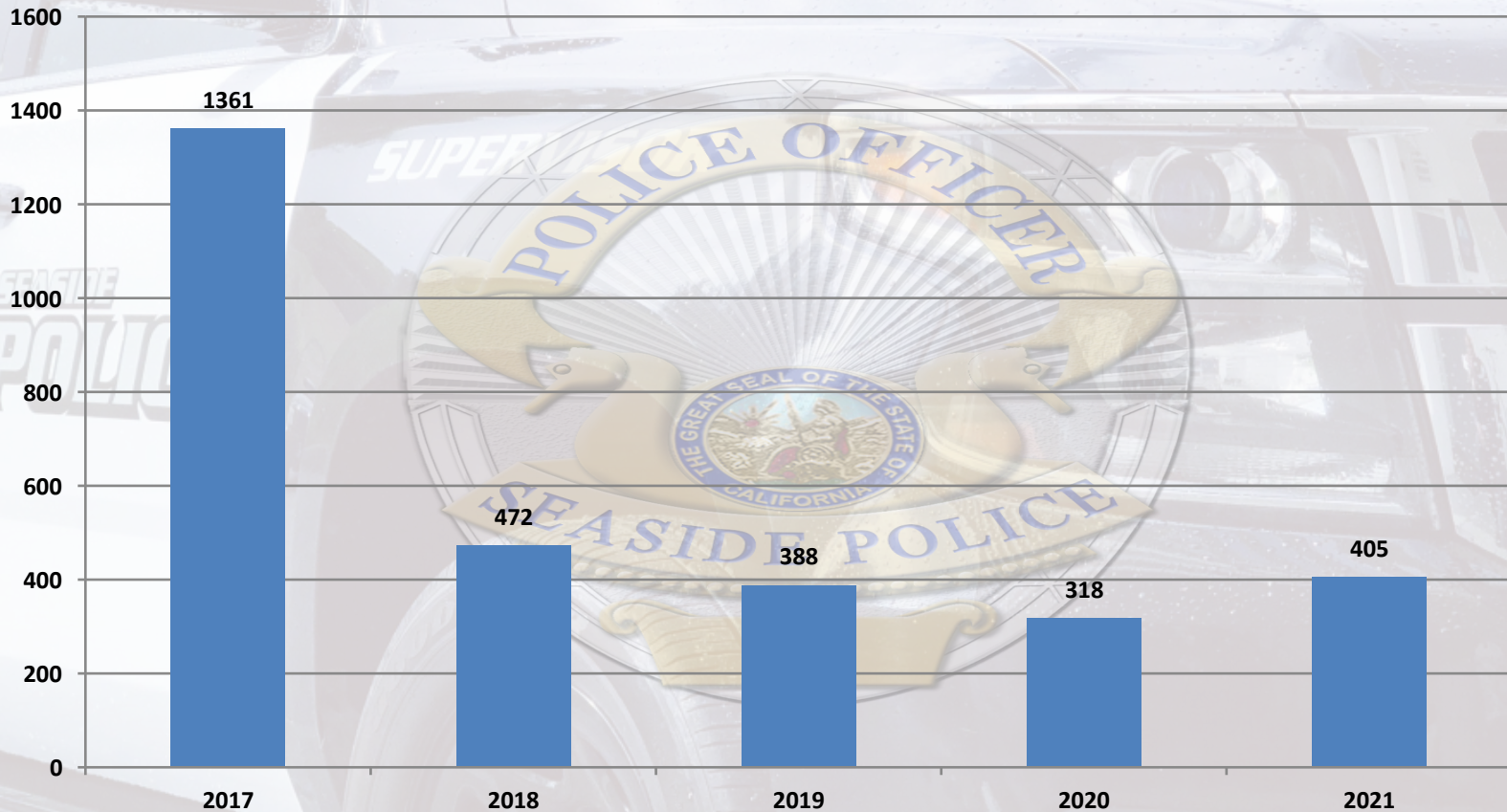
TOP COLLISION LOCATIONS



TRAFFIC CITATIONS



PARKING CITATIONS





AWARDS



**Interaction of the
Month Awards**



**Life Saving
Awards**

Culture of Excellence



Culture of Excellence



Seaside Police Department

440 Harcourt Ave
Seaside, CA 93955



ANNUAL REPORT 2021

SEASIDE POLICE DEPARTMENT

Act. Chief Nick Borges

Website:

<http://www.ci.seaside.ca>

Tel: [831-899-6748]

Seaside, California



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DISCLAIMER: *This report provides a snapshot of the Seaside Police Department's Uniform Crime Reporting (UCR) data that was queried from our TracNet Records Management System (RMS) on January 14, 2021. The Department's RMS is updated regularly based on ongoing investigations. Since this is a snapshot, data queried before or after this date could change and may vary from other reports.*

A MESSAGE FROM THE CHIEF:

The framework for a positive and lasting relationship begins with TRUST. Our updated Department Motto is a constant reminder of the importance of TRUST: Transparency, Respect, Unity, Service and Training. The Seaside Police Department is committed to upholding TRUST in our department and our community. As equally important is community safety. Keeping Seaside safe, preventing and resolving public safety matters will continue to be our priority.



MISSION STATEMENT:

“The mission of the Seaside Police Department is to provide quality police services, in partnership with our community, to enhance and maintain a safe environment.”

PROCEDURAL JUSTICE:

The Seaside Police Department is committed to serving our staff and community in an equitable, honest and compassionate manner. The Seaside Police Department embraces unbiased and equitable policing. The Seaside Police Department continues to fully incorporate the principles of Procedural Justice:

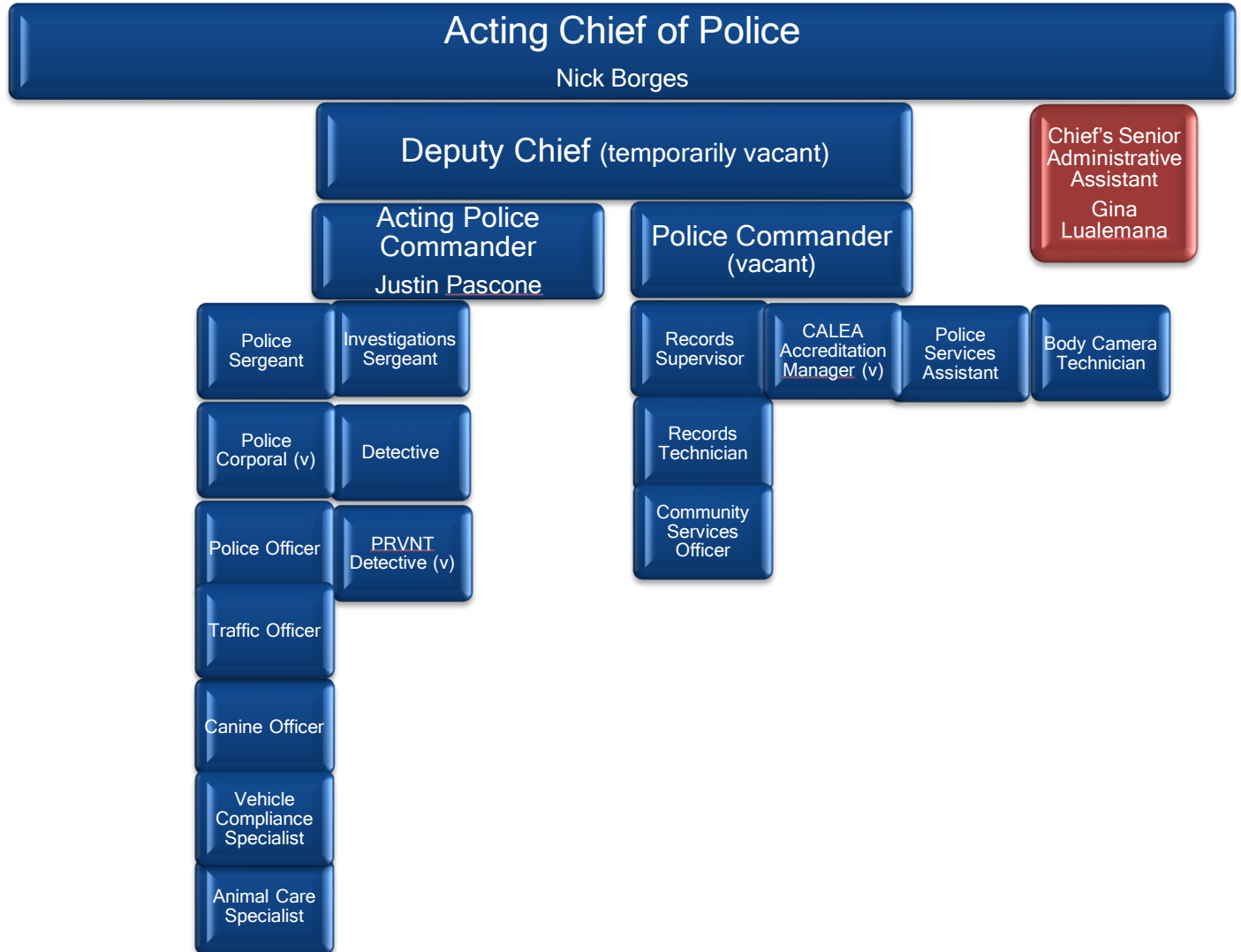
1. Treating people with dignity and respect,
2. Giving citizens voice during encounters,
3. Being neutral in decision making, and
4. Conveying trustworthy motives.

The tenets of procedural justice are also exercised within our organization as a model for external engagement.



ORGANIZATIONAL CHART:

Seaside Police Department



SECTION I.

Understanding UCR Crime Reporting

National Perspective on Reporting Crime:

According to the Uniform Crime Reporting Handbook, by the U.S. Department of Justice,

“Recognizing a need for national crime statistics, the International Association of Chiefs of Police (IACP) formed the Committee on Uniform Crime Records in 1927 to develop a system for collecting uniform police statistics. The Committee first determined that the number of offenses known to law enforcement, whether or not there was an arrest, would be the most appropriate measure of the Nation’s criminality. Next, the members evaluated various crimes on the basis of their seriousness, frequency of occurrence, pervasiveness in all geographic areas of the country, and likelihood of being reported to law enforcement.

Based on this assessment, the Committee identified seven crimes to be reported to the national Program: felonious homicide, rape, robbery, aggravated assault, burglary—breaking or entering, larceny-theft, and auto theft.”

Seaside’s Crime Report:

Seaside understands the importance of collecting and reporting detailed, accurate, and meaningful incident-based data. In 2021, our organization continued reporting under the UCR guidelines. At the beginning of 2021, Seaside began reporting under the National Incident Based Reporting System (NIBRS) in a testing phase. Seaside was the first police organization in the State of California to report NIBRS data to the California Department of Justice (CA DOJ)! As a result, Seaside PD’s Records Management vendor is the only company currently working with CA DOJ on finalizing the platform to send data. With the use of NIBRS, the Seaside Police Department will have the capability to generate reports reflecting a multitude of interrelationships among the collected data—enhancing its ability to analyze crime trends and to implement tactical strategies.

In 2021, and as of today, the FBI UCR data is still being reported as the transition to NIBRS is nearing completion. FBI data is used to identify national and regional crime trends. Data is often used for rankings—although the FBI does not recommend this practice—and is often considered the best available information to compare crime from one jurisdiction to another. Since UCR data is available for all reporting agencies nationwide, it is also used for the

purpose of making comparisons. Please refer to the section below, “Understanding UCR Figures” and FBI data to understand (in a very general sense) how Seaside compares to peer cities.

To learn more about Uniform Crime Reporting data, please visit

<https://www.fbi.gov/services/cjis/ucr>.



Understanding UCR Figures

UCR compiles detailed reports on two types of offenses: Part “I” offenses and Part “II” offenses. The two groupings are based on the amount of reporting required for each. Both incidents and arrests are reported for Part “I” offenses, while only arrests are reported for Part “II” offenses.

The following criteria is used to determine whether a crime should be designated as a Part “I” offense:

- The seriousness or significance of the offense.
- The frequency or volume of its occurrence.
- The prevalence of the offense nationwide.
- The probability of the offense being brought to law enforcement’s attention.
- The likelihood that law enforcement is the best channel for collecting data regarding the offense.
- The burden placed on law enforcement in collecting data on the offense.
- The national statistical validity and usefulness of the collected data.
- The national UCR Program’s responsibility to make crime data available not only to law enforcement but to others having a legitimate interest in it.

Part “I” offenses are categorized into one of the following two categories: 1) Crimes Against Persons and 2) Crimes Against Property.

Crimes Against Persons = Scores one offense for each victim

Crimes Against Property = Scores one offense for each distinct operation
(Except Motor Vehicle Theft / one offense is counted per stolen vehicle)

UCR Part I includes the following offenses:

- Criminal Homicide
- Forcible Rape
- Robbery
- Aggravated Assault
- Burglary
- Larceny-theft
- Motor Vehicle Theft
- Arson



“A lack of transparency results in distrust and a deep sense of insecurity” -Dalai Lama

SECTION II.

Uniform Crime Reporting (UCR)

2021 Annual Crime Report:

In 2021, UCR Total Crimes Against Persons increased 58% compared to 2020. Crimes Against Persons decreased with forcible rape offenses from 14 to 9. In 2021, robbery increased 47% from 2020. 52% of the robberies in 2021 resulted in the apprehension of a suspect, which is 22% higher solvability rate than the national average. The robberies were primarily random and did not involve an organized group. The increase of robberies began during the start of the year and during the holidays. Aggravated assaults increased 93% in 2021 compared to 2020. 74% of aggravated assaults resulted in criminal arrest which is 21% above the national average solvability rate. Crimes Against Property decreased 5% overall with an 8% increase in Burglary. Larceny decreased by 11%. Auto theft increased by 14% and arson decreased by 200%. The arson cases did not involve significant property damage or injuries. The total overall crime increased 3% in 2021.

Figure 1 - 2021 UCR Part I Offenses

Type of Crime	2017	2018	2019	2020	2021	% Change Prior YTD	5 Year Average	% Change
Homicide	2	0	3	0	0	N/A	1	-100.00%
Rape	8	13	11	14	9	-36%	11	-18%
Robbery	30	24	12	17	25	47%	21.6	16%
Assault	57	57	52	42	81	93%	57.8	40%
Total Violent Crime	97	94	78	73	115	58%	91.4	26%
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Auto Theft	72	73	67	56	64	14%	66.4	-4%
Arson	2	3	5	1	3	200%	3	33%
Subtotal Property Crime	520	455	448	500	473	-5%	479.2	-1%
Total Part 1 Crime	617	549	526	573	588	3%	570.6	3.05%

Figure 1a - 2020/2021 UCR Part I Comparison

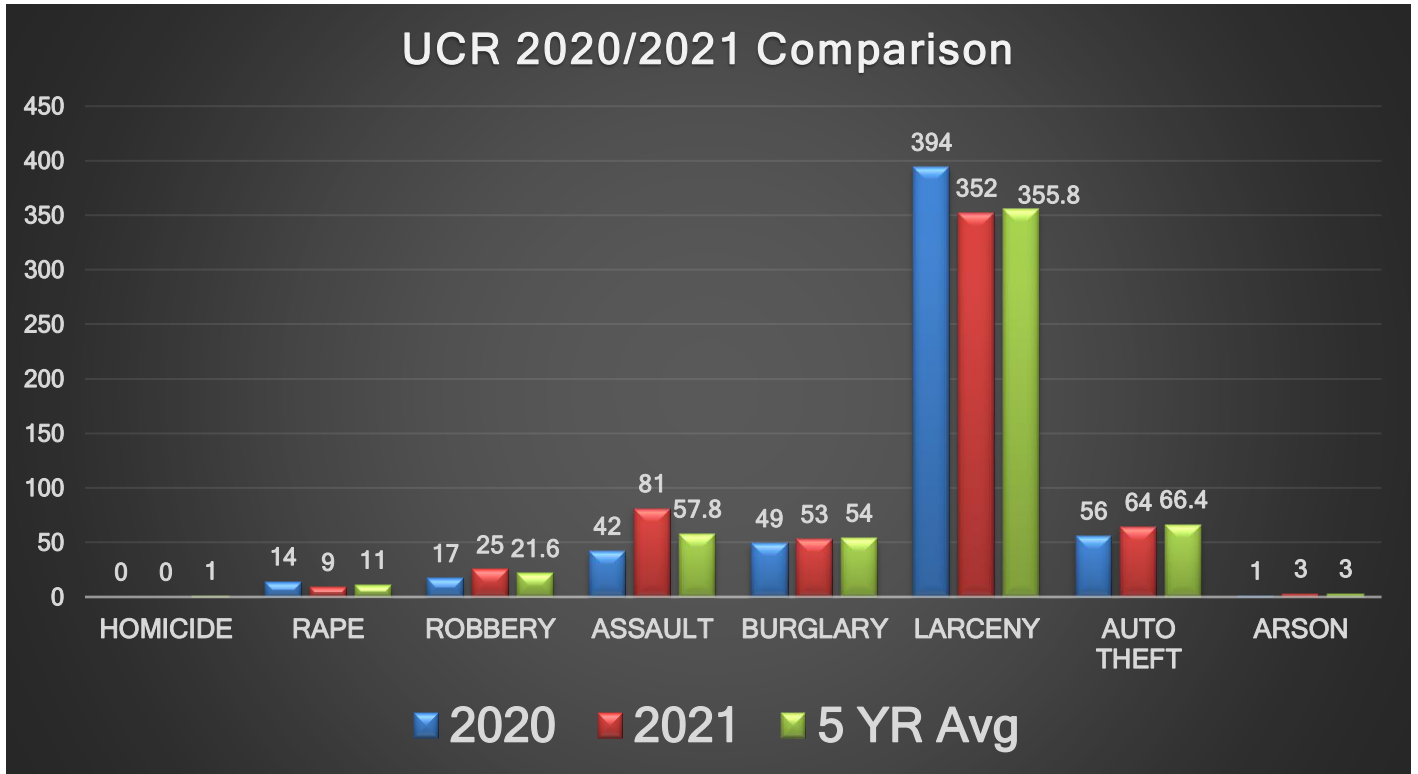


Figure 2 - 2021 TRAFFIC COLLISIONS

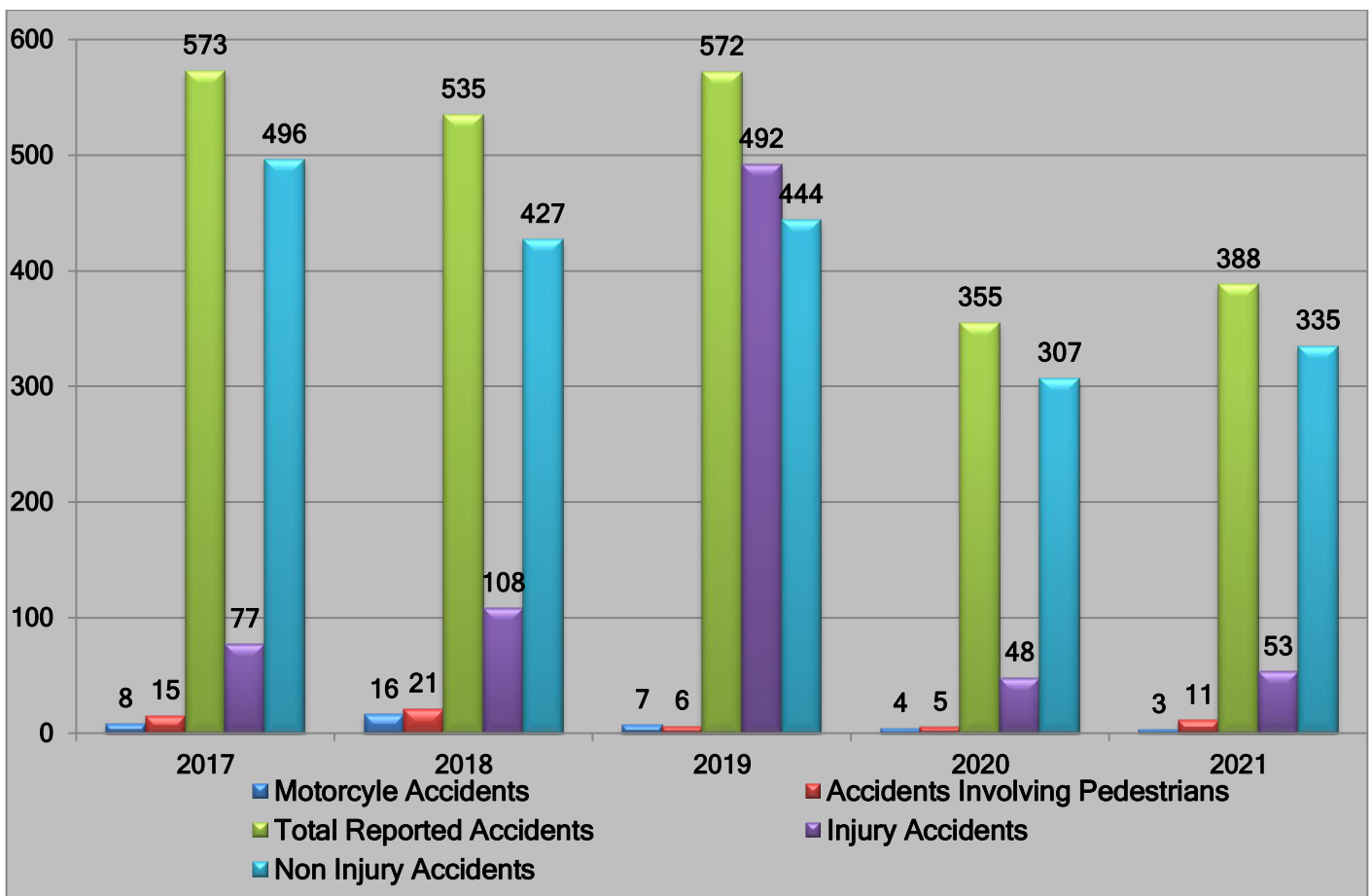


Figure 2a - 2021 TRAFFIC COLLISIONS TOP LOCATIONS

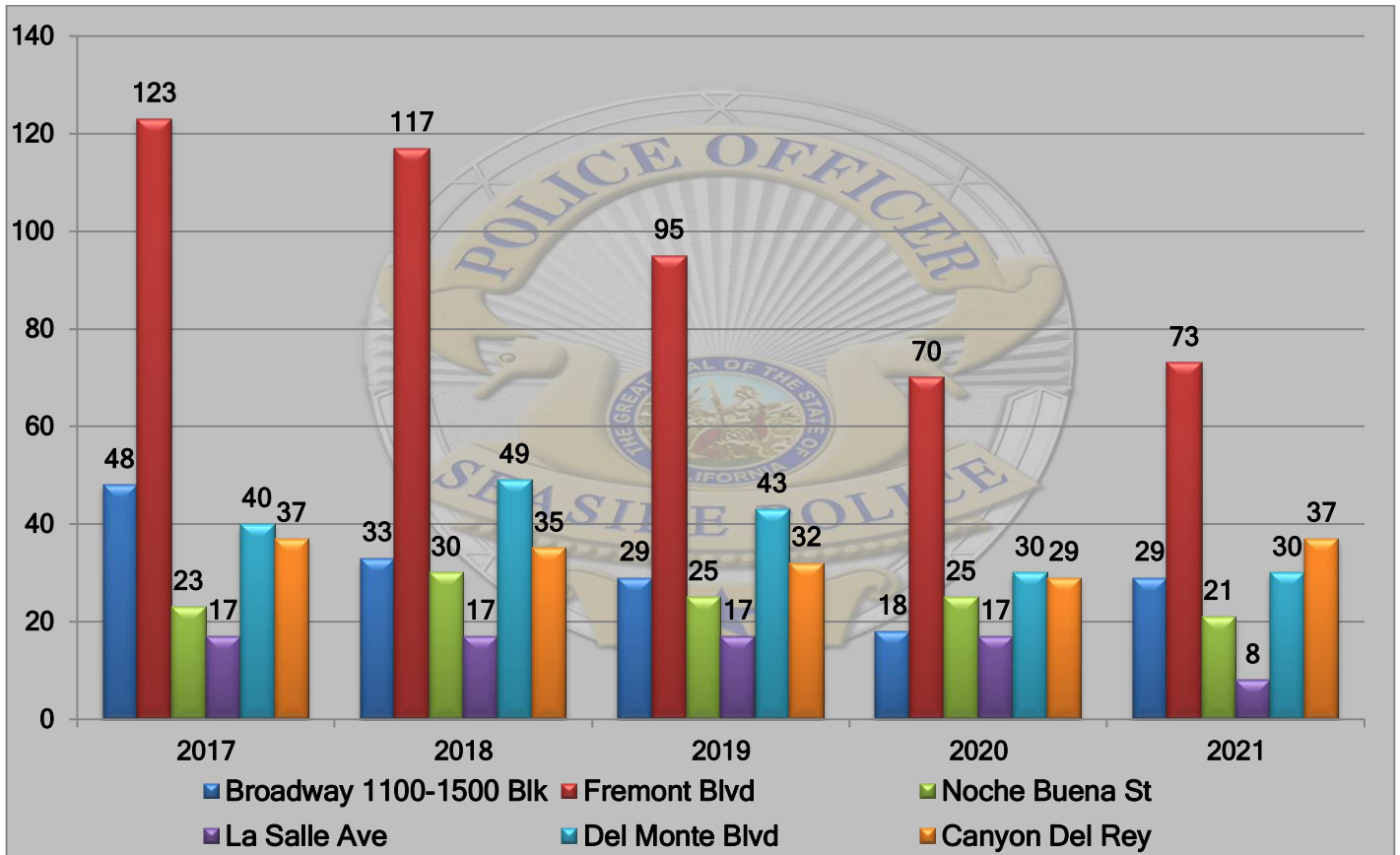


Figure 2b - 2021 TRAFFIC CITATIONS

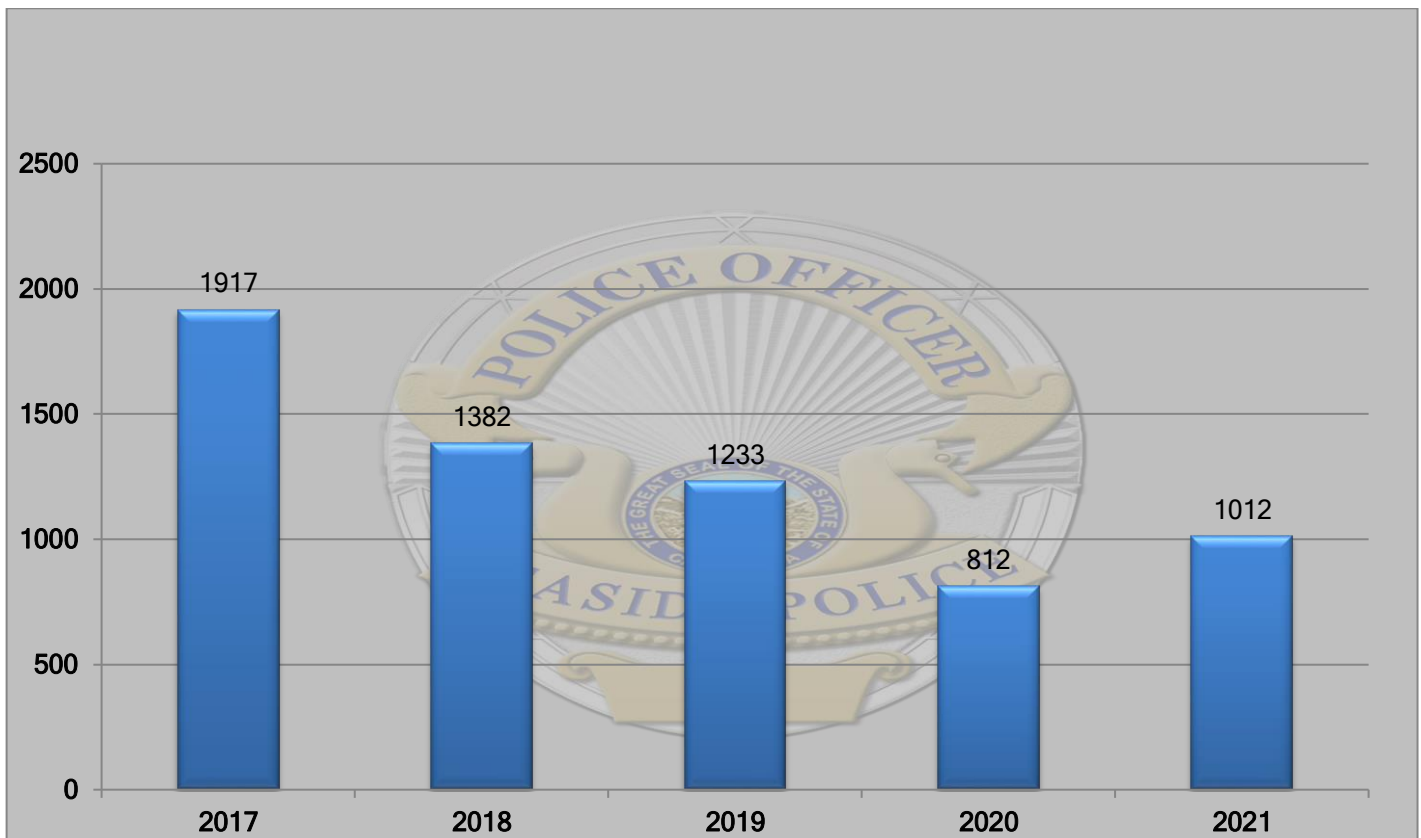
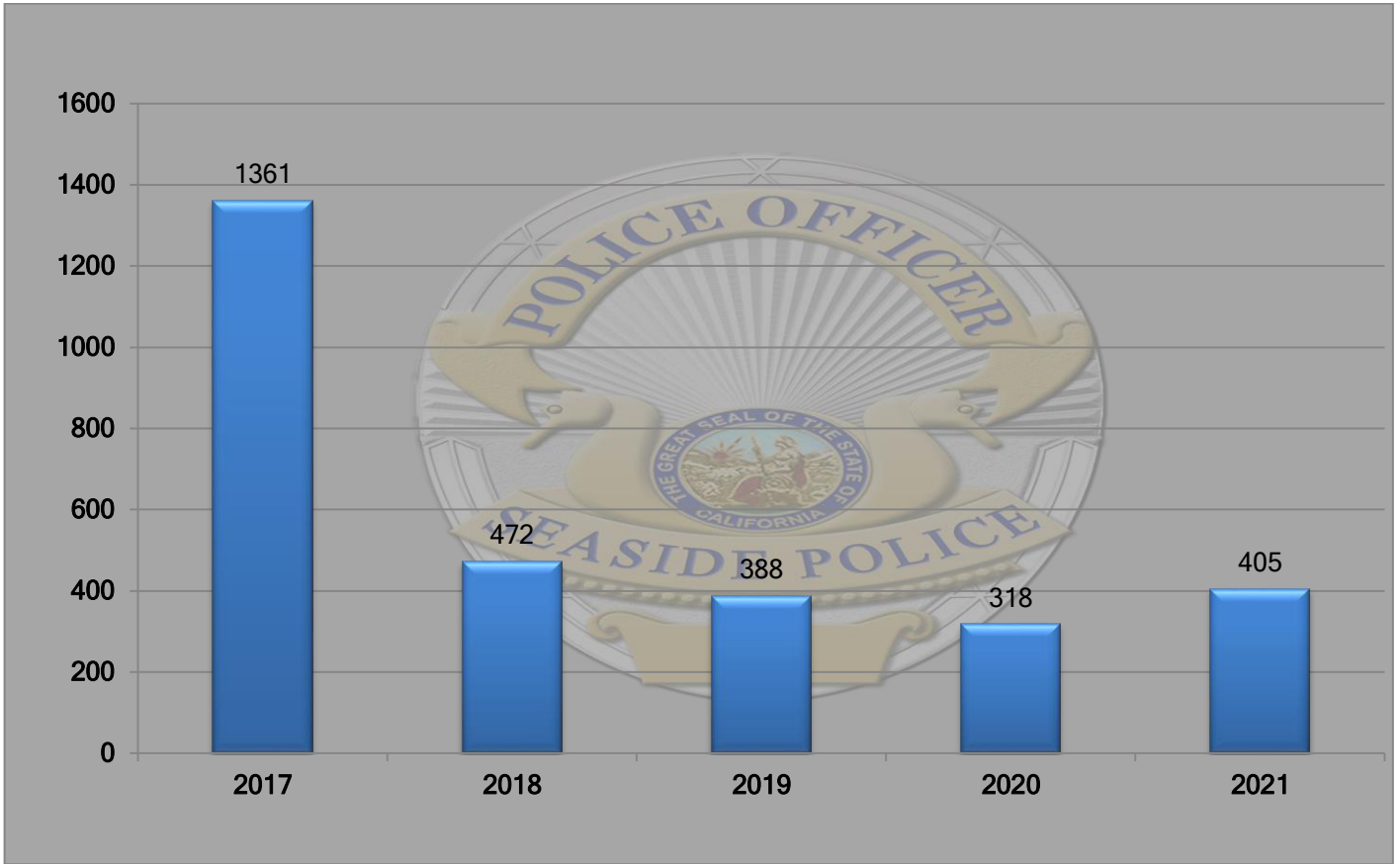


Figure 2c - 2021 PARKING CITATIONS



"I did then what I knew how to do. Now that I know better, I do better." -Maya Angelou

SECTION III.

Awards

In 2021, we created a new award to promote positive community engagement: Interaction of the Month. We also had a live saving award for saving a man in our jail and in the field.



SECTION IV.

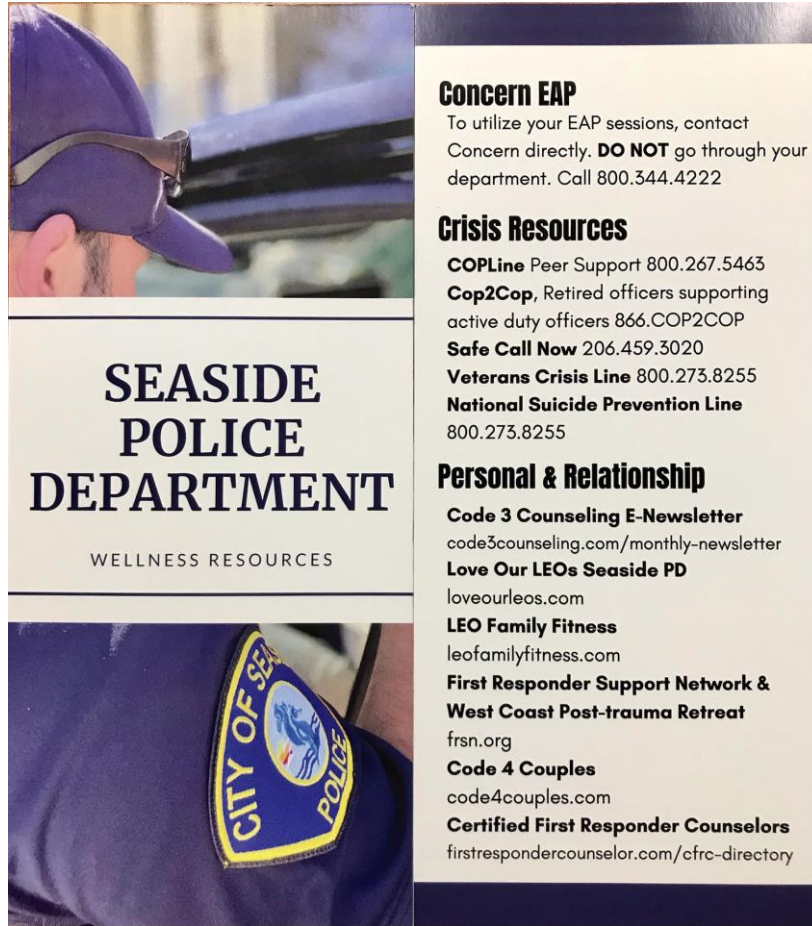
Culture of Excellence

The Seaside Police Department is constantly seeking opportunities to enhance our services, obtain cutting edge training and positively engage our community! Here are a few highlights:

In 2021, Seaside PD received training in Procedural Justice, Racial Profiling, De-Escalation, Communication and Intervention.



Implemented Employee Wellness & Spousal Support



**SEASIDE
POLICE
DEPARTMENT**

WELLNESS RESOURCES

Concern EAP
To utilize your EAP sessions, contact Concern directly. **DO NOT** go through your department. Call 800.344.4222

Crisis Resources
COPLine Peer Support 800.267.5463
Cop2Cop, Retired officers supporting active duty officers 866.COP2COP
Safe Call Now 206.459.3020
Veterans Crisis Line 800.273.8255
National Suicide Prevention Line 800.273.8255

Personal & Relationship
Code 3 Counseling E-Newsletter
code3counseling.com/monthly-newsletter
Love Our LEOs Seaside PD
loveourleos.com
LEO Family Fitness
leofamilyfitness.com
First Responder Support Network & West Coast Post-trauma Retreat
frsn.org
Code 4 Couples
code4couples.com
Certified First Responder Counselors
firstrespondercounselor.com/cfrc-directory

Intervention Training / Community Outreach



Shop with a Cop



Adopt with a Cop



Ball with a Cop





Seaside Police Department

440 Harcourt Ave
Seaside, CA 93955
831-899-6748



CITY OF SEASIDE STAFF REPORT

Item No.: 8.A.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Sheri Damon, City Attorney

DATE: February 3, 2022

**SUBJECT: ADOPT A RESOLUTION MAKING FINDINGS IN ACCORDANCE
WITH AB361 AND GOVERNMENT CODE SECTION 54953(E)
AUTHORIZING REMOTE TELECONFERENCE MEETINGS**

RECOMMENDATION

Adopt a resolution making findings under AB361 and Government Code section 54953(e) authorizing continued teleconference (Zoom) hybrid meetings.

BACKGROUND

At the City Council meeting of January 6, 2022, the Council considered and authorized continuing hybrid meetings providing for a combination of teleconference and in-person meetings to conduct the business of the City in accordance with the provisions of AB361 which adds Government Code section 54953(e) to the Brown Act and provides for remote teleconferencing subject to the existence of certain conditions. Government Code section 54953(e) provides that when there is a proclaimed State of Emergency declared by the Governor, a local body may make a determination to authorize a meeting remotely via teleconference as a result of the emergency, within the first 30 days after the first meeting. To do so, a resolution would need to be adopted in which the legislative body finds that a meeting in person would present imminent risks to the health or safety of attendees, or that state or local officials have imposed or recommended measures to promote social distancing. Importantly, the resolution to continue hybrid meetings must be renewed every 30 days.

Since January 6, 2022, the situation has not changed. The State of California remains in a State of Emergency as a result of the threat posed by the COVID-19 pandemic. Although the FDA and CDC have approved boosters and a vaccination for Children 5-11, the SARS-CoV-2 virus continues to mutate and there continues to be break-through infections. The City Council continues to recommend masking inside chambers and

social distancing inside Council Chambers. Finally, renewing this resolution to continue with the option to participate remotely by teleconference (Zoom) to be in the health, safety and welfare of its citizenry during the continuing COVID-19 crisis.

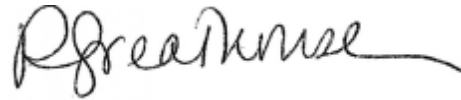
FISCAL IMPACT

Zoom account and on-line services are already included in the budget.

ATTACHMENTS

1. Resolution AB361 Findings
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read "R Greathouse", with a long horizontal flourish extending to the right.

Roberta Greathouse, Acting City Manager

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE MAKING FINDINGS FOR THE CONTINUATION OF REMOTE TELECONFERENCE/ZOOM MEETINGS IN ACCORDANCE WITH AB361 AND GOVERNMENT CODE SECTION 54953(e)

WHEREAS, on or about October 7, 2021, the Seaside City Council made findings pursuant to Government Code section 54953(e) and AB361 that allowing hybrid remote teleconferencing meeting was in the best interest of the Citizens of Seaside; and

WHEREAS, there continues to be a State of Emergency declared by the Governor in the State of California as a result of the COVID-19 pandemic; and

WHEREAS, there continues to be a State of Emergency in the City of Seaside, as declared by our former City Manager; and

WHEREAS, on or about July 2021, City Council as a part of the re-opening of California, began to hold in-person City Council meetings, allowing the public to attend in person fully masked and with social distancing in place, and also provided for electronic participation in the meetings via Zoom; and

WHEREAS, there have been continued transmission of the COVID-19 cases and most hospitalizations in Monterey County primarily due to the Delta and other variants of the SARS-CoV-2, the virus that causes COVID-19. Emerging evidence indicates that the Delta variant is far more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others; and

WHEREAS, the FDA and CDC have approved both a vaccine for children 5-12 and a booster program for certain of the vaccines available for the SARS-COV02 virus neither program having been fully implemented; and

WHEREAS, the City Council now desires to adopt a Resolution finding that the requisite conditions exist for the legislative bodies of the City of Seaside, to conduct remote electronic/teleconference meetings without compliance with Government Code section 54953 (b)(3).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby makes the following findings:

1. The above recitals are true and correct and are incorporated herein by this reference.
2. The City Council determines that as a result of the proclaimed state of emergency in California due to COVID-19, and in particular the continued

spread of the virus in Monterey County, along with the limited vaccinations for children under the age of 12 and the increased transmissibility of the Delta and other variants of the SARS-CoV-2a virus require the continuation of remote teleconference participation in the conduct of the City's business.

3. The City Manager and City Attorney shall ensure that all City bodies are authorized to conduct their meetings via the hybrid method, including in person and/or fully remote Zoom/teleconference meetings and are directed to take all steps to implement this Resolution including, continuing to conduct open and public remote meetings in accordance with the requirements of Government Code section 54953(e) and other applicable provisions of the Brown Act.

This Resolution shall take effect immediately upon its adoption and shall be effective for thirty (30) days, unless extended by the City Council.

PASSED AND ADOPTED by meeting of City of Seaside duly held on the 3rd day of February 2022, 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

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



DRAFT MINUTES

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

CONCURRENT MEETING
VIRTUAL ONLY
Thursday, January 20, 2022
5:00 PM

1. CALL TO ORDER

Mayor/Chair 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. INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation was led by Pastor Nicole Harvey-Williams (Seaside Community Seventh Day Adventist Church) and the Pledge was led by Council/Agency Member Jason Campbell.

4. REVIEW OF AGENDA

City Attorney Sheri Damon asked that the Public Hearing item 9A "EXTEND URGENCY ORDINANCE 2011 TO IMPLEMENT NEW STATE LEGISLATION SENATE BILL 9 THAT PROVIDES FOR MINISTERIAL APPROVAL OF UP TO TWO UNITS AND/OR A LOT SPLIT IN RESIDENTIAL SINGLE-FAMILY ZONES" be continued to a date certain of Thursday, January 27 at 5:00 p.m. to allow the public to take full advantage of the public noticing.

5. PUBLIC COMMENT

Dr. Choi, Peter Kaiser, Annalisa Mitchell, Franco Pacheco, Pastor Ronald Britt

6. PUBLIC AGENCY COMMUNICATIONS

None

7. PRESENTATIONS

A. RECREATION DEPARTMENT'S 2021 YEAR IN REVIEW (RECREATION DIRECTOR DAN MEEWIS)

Mr. Meewis provided the presentation and responded to questions from the Council.

B. VACCINATION UPDATE (FIRE CHIEF MARY GUTIERREZ)

Fire Chief Gutierrez provided the presentation and responded to questions from the Council.

8. CONSENT AGENDA

On motion by Council/Agency Member Campbell and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to approve the Consent Agenda as presented.

RESULT: 5-0-0-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM JANUARY 6, 2022

ACTION: APPROVED

B. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED & FILED

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: APPROVED & FILED

D. APPROVE APPOINTMENTS TO THE COMMISSION ON JOBS, OPPORTUNITIES AND BUSINESSES IN SEASIDE (C-JOBS)

ACTION: APPROVED

E. APPROVE PROCLAMATION RECOGNIZING FEBRUARY 2022 AS AFRICAN AMERICAN HISTORY MONTH

ACTION: PROCLAIMED

F. APPROVE THE ON-CALL LIST OF FIRMS TO PROVIDE CITY SURVEYOR SERVICES

ACTION: APPROVED RESO #22-09

G. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM THE SEASIDE HIGH SCHOOL BOYS BASKETBALL PROGRAM

ACTION: APPROVED

H. APPROVE THE ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) QUARTERLY REPORT

ACTION: APPROVED

I. REJECT THE BIDS FOR THE ACCESSORY DWELLING UNIT DEMONSTRATION PROJECT

ACTION: ADOPTED RESO #22-10

J. ADOPT A RESOLUTION APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT AND FINAL SUBDIVISION MAP FOR PHASE 2A & 2B OF THE ENCLAVE

ACTION: ADOPTED RESO #22-11

K. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FACILITY USE AGREEMENT WITH SEASIDE PONY BASEBALL AND SOFTBALL FOR THE 2022 SEASON AND AUTHORIZE WAIVING \$11,233.05 A MONTH IN FEES.

ACTION: ADOPTED RESO #22-12

L. ADOPT A RESOLUTION APPROVING A MEMBERSHIP GUIDE FOR THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE (CDAC) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

ACTION: ADOPTED RESO #22-13

M. ADOPT RESOLUTION RATIFYING PROCLAMATION OF LOCAL EMERGENCY

ACTION: ADOPTED RESO #22-14

9. PUBLIC HEARING

A. EXTEND URGENCY ORDINANCE 2011 TO IMPLEMENT NEW STATE LEGISLATION SENATE BILL 9 THAT PROVIDES FOR MINISTERIAL APPROVAL OF UP TO TWO UNITS AND/OR A LOT SPLIT IN RESIDENTIAL SINGLE-FAMILY ZONES.

On motion by Council/Agency Member Campbell and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to continue the hearing to a date certain of Thursday, January 27 at 5:00 p.m.

RESULT: 5-0-0-0

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

ACTION: Continued to January 27, 2022 at 5:00 p.m.

Mayor/Chair Oglesby called for recess from 6:32-6:42 p.m.

10. BUSINESS ITEMS

A. DISCUSS OPTIONS FOR COMMERCIAL VACANCY TAX AND BLIGHTED BUILDING PENALTY (GARCIA-ARRAZOLA)

Council/Agency Member Garcia-Arrazola clarified his request and indicated that he would like the request to be removed from the work plan. Staff was directed to bring back information about the City's vacant building fee.

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to remove the vacancy tax and blighted building penalty discussion from the work plan.

RESULT: 5-0-0-0

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

ACTION: Approved removal from work plan

B. ADOPT A RESOLUTION APPROVING SEASIDE'S CANNABIS SELECTION CRITERIA FOR ADDITIONAL CANNABIS RETAIL SHOPS AND AMENDING THE CITY OF SEASIDE'S FEE SCHEDULE FOR FISCAL YEAR 2021-2022

Assistant City Manager Trevin Barber presented the item and responded to questions from the Council

PUBLIC COMMENT: Eloise Shim, Angelica Sanchez

On motion by Council/Agency Member Wizard and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution approving Seaside's Cannabis Selection Criteria for additional cannabis retail shops and amending the City of Seaside's fee schedule for fiscal year 2021-2022.

RESULT: 5-0-0-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #22-15

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. Presentation regarding the tax schedule for Seaside and California's cannabis tax (Wizard).

B. FOLLOW UP ON PREVIOUS REQUESTS

1. Request to obtain an estimate to repair Lincoln-Cunningham Park basketball courts (Pacheco)

Mayor Pro Tem/Vice Chair Pacheco presented his position and options to the Council for consideration as an item on a future agenda. Staff was directed to bring back the item within 60-120 days for the Council's consideration of an estimate for the requested work. The item will be placed on the February 3 agenda for the Council's consideration.

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

Reports provided.

13. CLOSED SESSION

City Attorney Sheri Damon read the Closed Session items and did not anticipate a report.

PUBLIC COMMENT: Sarah Hudson, Jacob Ahrenstorff

Acting City Manager Roberta Greathouse, Mayor/Chair Oglesby and Mayor Pro Tem/Vice Chair Pacheco spoke about the passing of City employee Fernando J. Avila (1966-2022) and his impact in the workplace and community.

Mayor/Chair Oglesby and Mayor Pro Tem/Vice Chair Pacheco provided comments on the passing of long time Seaside resident, educator and civil rights advocate, Mrs. Mary Owens (1935-2022).

Mayor/Chair Oglesby provided comments on the passing of long time Seaside resident, Christine Ellis-Terry (1930-2022).

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

Agency Negotiators: Roberta Greathouse, Acting City Manager; Donna

Williamson, Labor Negotiator; Heather Coffman, Labor Negotiator.

Employee Organizations: Seaside Firefighters' Association; Seaside Police Officers' Association; and Seaside City Employees' Association

B. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9: EXISTING LITIGATION

People v. Arzadon, Monterey County Superior
Court case: 20CV003118

C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9: POTENTIAL LITIGATION (2 MATTERS)

Potential Litigation (2 Matters)

D. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8:

Property: 031-152-008
City Negotiators: City Manager
Under Negotiation: price, terms of payment or both

14. ADJOURNMENT

The meeting was adjourned in the honor and memory of Fernando J. Avila, Mary Owens and Christine Ellis-Terry at 9:00 p.m.

Respectfully submitted,

Dominique L. Davis, City/Agency Clerk

Ian N. Oglesby, Mayor/Chair



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Loreene Bermudez-Onate, Accountant II

DATE: February 3, 2022

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of December 18, 2021, through December 31, 2021, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending December 30, 2021. Total Accounts Payable and Payroll for the above referenced period is \$1,443,338.45.

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 the checks can be inspected and confirmed. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoices have been reviewed by the Finance Department prior to payment to ensure that they conform 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 \$10,000.00 are as follows:

- \$75,890.75 to Monterey Peninsula Engineering for SCSD professional services for Lift Station Upgrades during the period of July 2021.
- \$64,104.16 to Emergency Vehicle Specialists, Inc. for Police Department Vehicles: upgraded equipment for K-9 vehicle & equipment for (3) 2020 Ford Interceptors.

- \$22,804.88 to Monterey One Water for Sewage Lift Station Maintenance for the period of July - September 2021.
- \$11,685.60 to Monterey Bay Military Housing LLC for United Way rental assistance for 2 tenants for 6 months ending 11/1/2021.
- \$166,858.45 to DPZ CoDesign, LLC for Seaside East Visioning Charrette Services for the period of 8/3/2021 - 11/3/2021.
- \$12,000.00 to Peckham & McKenney for City Manager search services.

The Net Payroll and Payroll benefits total was \$751,968.13

The remaining checks, totaling \$338,026.48 include payments to vendors for operating expenditures.

The check 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.D.

TO: Successor Agency to the Redevelopment Agency of the City of Seaside

FROM: Roberta Greathouse, Acting City Manager

BY: Loreene Bermudez-Onate, Accountant II

DATE: February 3, 2022

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of December 18, 2021, through December 31, 2021, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending December 30, 2021. Total Accounts Payable and Payroll for the above referenced period is \$33,131.25.

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:

- \$33,131.25 to U.S. Bank St. Paul for Debt service payment from the Successor Agency to the Redevelopment Agency of the City of Seaside 2014 Tax Allocation Bond.

The check report is available on the City's website:

<https://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

1. 20220203 - SA Expense Approval Report
-



Seaside, CA

Expense Approval Report

By Vendor Name

Payment Dates 12/18/2021 - 12/31/2021

Vendor Name	Payable Number	Description (Payable)	Account Name	Account Number	Amount
Vendor: 8526 - U.S. BANK ST. PAUL					
U.S. BANK ST. PAUL	213462000 2/1/22	DEBT SVC / ACCT #213462000	2014 BOND RESERVE - US BANK	972-1014	33,131.25
Vendor 8526 - U.S. BANK ST. PAUL Total:					33,131.25
Grand Total:					33,131.25

Report Summary**Fund Summary**

Fund	Payment Amount
972 - SA MERGED DEBT SERVICE	33,131.25
Grand Total:	33,131.25

Account Summary

Account Number	Account Name	Payment Amount
972-1014	2014 BOND RESERVE - US...	33,131.25
Grand Total:		33,131.25

Project Account Summary

Project Account Key	Payment Amount
None	33,131.25
Grand Total:	33,131.25



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dominique Davis, City Clerk

DATE: February 3, 2022

**SUBJECT: ADOPT A RESOLUTION APPROVING THE PROPOSED CHANGES
TO THE CITY OF SEASIDE BOARDS, COMMISSIONS, AND
COMMITTEES HANDBOOK**

RECOMMENDATION

Adopt resolution and the updated edition of the Boards, Commissions, and Committees Handbook to include new information, remove outdated details, and increase organizational efficiency as presented.

BACKGROUND

Commissions were established by the City Council to act as advisory bodies and provide expertise and guidance to the Council to help achieve the overall goals of the community. Commissions were created for the purpose of overseeing distinct issues and subjects affecting the City; and they also serve as a forum to encourage citizen participation. Currently, the following are active Boards, Commissions, and Committees in the City of Seaside:

- Art and History Commission
- Commission on Jobs, Opportunities, & Businesses in Seaside
- Community Development Advisory Committee
- Community Safety Advisory Commission
- Environmental Commission
- Homeless Commission
- Neighborhood Improvement Commission
- Parks and Recreation Commission
- Planning Commission
- Traffic Advisory Committee
- Youth Commission

PURPOSE OF THE HANDBOOK

In October 2019, the City Council adopted changes to the Boards, Commissions, and Committees Handbook to provide further clarification of each committee / commission member's scope of authority; explain requirements for staff & commissioner interactions including an expected code of conduct; expanded the explanation of requirements for attendance and responsiveness; inclusion of a recognition process when resignations or vacancies occur to show appreciation for service; and modification to the application and appointment process.

The purpose of the handbook is to help explain the purpose, process, and expectations of serving on a commission and help those newly appointed become familiar with standard procedures and protocol. Although commissions are unique to themselves, there are procedures, protocols and policies that are common to all of them. The handbook has been prepared for:

1. Outline the role and function of each City Board, Commission, and Committee.
2. Review important guidelines for all Boards, Commissions, and Committees, as well as the responsibilities of appointed members.
3. Provide information about the history and composition of the City organization.
4. Provide members with the information necessary to understand areas of responsibility for their respective Board, Commission, or Committee, and their role in serving the City.

This handbook also shows the importance to the members that the credibility of a commission is very important and is directly linked to the actions of its members. Public employees, elected officials and volunteers for public organizations have a responsibility to uphold public trust. The handbook provides a code of conduct in an effort to maintain a high level of credibility throughout the community and to strengthen public trust.

CHANGES TO THE HANDBOOK

Changes to the Handbook and Boards, Commissions and Committee practices since last adopted in 2019 are proposed to include the following:

- Within the section "Active Boards and Commissions in the City of Seaside", pages 7-9:
 - Add Seaside Municipal Code reference for each Commission
 - Remove Board of Architectural Review (no longer active)
 - Update Commission titles to: "Neighborhood Improvement Commission"; "Environmental Commission"; and "Homeless Commission"
 - Add definition/description for C-JOBS
 - Add definition/description to the Community Safety Advisory Commission
 - Add definition/description to the Youth Commission

- Add reference to the Community Development Advisory Committee membership manual

- Within the section "Process for Filling Services", page 13
 - Correct spelling error (~~waitf~~ to wait)

- Within the section "Getting Started", page 15
 - Update the link for copies of the City's Code
 - Update the "Resignations" portion on page 16 to remove statement: "When a resignation occurs..."

- Within the section "Meetings", page 19
 - Add section regarding California Government Section 54953(e)(1)(A) and (C): Pursuant to California Government Code section 54953(e)(1)(A) and (C) and the Seaside City Council's resolution authorizing virtual participation in public meetings given the COVID-19 pandemic, meetings of the Seaside City Council and its Boards, Commissions and Committees are being conducted with a hybrid format providing both in person and virtual (electronic) participation in order to promote social distancing and protect the health and safety of attendees.
 - Add section "Avoiding Brown Act Violations with Serial Meetings": The Brown Act prohibits Commission members from engaging in any form of communication among one another outside of a public meeting that leads to a majority developing a concurrence on an action to be taken. The Brown Act states "any use of direct communication, personal intermediaries, or technological devices that is employed by a majority of the members of the legislative body to develop a concurrence as to action to be taken on an item by members of the legislative body is prohibited." (Gov. Code § 54952.2.)

- Within the Section "Basic City Organization", page 25
 - Update the City Council meeting times to reflect 5:00 p.m. and that they may be held in virtual, hybrid or in person format.
 - Update/correct the link to the City budget

- Update "City Departments" section, page 26

- Update organizational chart
- Change reference to City "Departments" rather than Divisions as stated in the current handbook
- Update Department names and descriptions for Community & Economic Development to include Housing
- Add Environmental Services Cooperation Agreement Division

Upon approval of the proposed changes, a final design and format for the 2022 edition of the Boards, Commissions and Committees will be completed, distributed to members and made available for public review on the City's website within 30 days. A hard copy will be kept on file in the City Clerk's office and will be made available for inspection during regular business hours.

FISCAL IMPACT

None.

ATTACHMENTS

1. Resolution
2. Current BCC Handbook

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

RESOLUTION NO. 22-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
ADOPTING THE UPDATED BOARDS, COMMISSIONS AND COMMITTEES
HANDBOOK**

WHEREAS, Commissions were created by the City Council to act as advisory bodies and provide necessary information to the Council to help achieve the overall goals of the community; and

WHEREAS, In 2014 the City Council adopted a Boards, Commissions and Committees Handbook to help explain the purpose, process and expectations of serving on a Commission and help those newly appointed become familiar with standard procedures and protocol; and

WHEREAS, on October 3, 2019, the City Council discussed the process for making appointments to Boards Commissions and Committees and reviewed the draft Boards, Commissions and Committees handbook; and

WHEREAS, per the Municipal Code, the City is responsible to establish procedures for recommending applicants for appointment;

NOW, THEREFORE BE IT RESOLVED that the Boards Commissions and Committees handbook attached as Exhibit A is hereby adopted as the manual for committee to Boards, Commissions and Committees.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 3rd day of February 2022 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE

BOARDS, COMMISSIONS & COMMITTEES

Handbook

OUR MISSION:

INCLUDE

INNOVATE

INSPIRE

Our Vision

Seaside is a vibrant, proudly diverse, energetic and safe community, with extraordinary natural beauty, quality of life and economic opportunities.

Strategic Goals

PROVIDE

Provide an increasingly safe community

CREATE

Create vibrant, sustainable economic development

PROVIDE

Provide leadership to obtain water supply for desired development & quality of life

DEVELOP

Develop and implement a quality infrastructure program

ACHIEVE

Achieve and sustain fiscal health and wellness

Welcome to the City of Seaside!

The expertise and guidance that Boards, Commissions & Committees provide the City Council as the final decision-making body is very important and relied upon heavily by the Council when issues are discussed. These Commissions were created for the purpose of overseeing distinct issues and subjects affecting a city. Although commissions are unique to themselves, there are procedures, protocols and policies that are common to all of them. This handbook has been developed to assist members in becoming familiar with standard procedures and protocol. Use this guide as a road map for your term in office.

For more information about your responsibilities as a Commissioner, please contact the City staff person supporting your board, or contact our City Clerk at cityclerk@ci.seaside.ca.us.

THE CITY OF SEASIDE MISSION1

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ROLES & RESPONSIBILITIES

The credibility of a commission is very important. Public employees, elected officials and volunteers for public organizations have a responsibility to uphold the public trust. This responsibility demands the highest standards of conduct and education to our individual work assignments.

Preserving The Public Trust

We have an obligation to remain objective and to render impartial services. The acceptance of any gift, gratuity, favor or special treatment from any business or individual or member of the City could reflect poorly on the integrity of the City and should be avoided at all times.

In order to maintain a high level of credibility throughout the community and to strengthen public trust, the following suggestions are offered:

- Understand that you are in a visible position and represent the City and its citizens.
- Information received in the performance of commission duties should not be used as a means for making private profit or advancing the financial interests of others.
- Official actions should be disassociated from personal affiliations.
- No special favors or privileges can be given to individuals or accepted by a commissioner whether for remuneration or not.
- Do not accept gifts or benefits which could be construed as having influence over the performance of your official duties.
- Do not attempt in any way to gain special treatment, favors or gifts from anyone inside or outside of the city because of your position.



CODE OF ETHICS

ADOPTED JULY 5, 1979

Ethical behavior is the cornerstone for all aspects of city government. The Seaside City Council reinforces the City's commitment to ethical government by adopting the letter and spirit of this Code of Ethics. The Code's aim is to affirm an identity of excellence and integrity for our City's government through our citizens, our employees and our dealings with other communities and build public trust.

The Code applies to all who represent our City's government. It includes all elected and appointed officials, citizens campaigning for elective office, City employees and others who participate in City government. As representatives of the City, all are required to subscribe to and understand how the Code applies to them. All must agree to practice the values expressed in the Code in day to day service to the City.

"The ethical person should do more than he is required to do and less than he is allowed to do."

**- Michael Josephson;
Founder of the
Josephson Institute of
Ethics**

ANY PERSON IN GOVERNMENT SERVICE SHOULD:

- **LOYALTY:** Put loyalty to the highest moral principles and to country above loyalty to persons, party, or Government department.
- **RULE OF LAW:** Uphold the Constitution, laws, and legal regulations of the United States and all governments therein and never be party to their evasion.
- **EFFORT:** Give a full day's labor for a full day's pay; giving to the performance of his/her duties his/her earnest effort and best thought.
- **EFFICIENCY:** Seek to find and employ more efficient and economical ways of getting tasks accomplished.
- **INCLUSION:** Never discriminate unfairly by dispensing special favors or privileges to anyone, whether for remuneration or not; and never accept, for himself or his family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of his governmental duties.
- **PROMISES:** Make no private promises of any kind binding upon the duties of office, since a Government employee has no private work which can be binding upon public duty.
- **CONSISTENCY:** Engage in no business with the Government, either directly or indirectly, which is inconsistent with the ideals and ethics which the public perceives as a faith and trust in public officials.
- **CONFIDENTIAL:** Never use any information confidentially in the performance of governmental duties as a means for making private profit.
- **INTEGRITY:** Expose corruption wherever discovered.
- **PUBLIC TRUST:** Uphold these principles, ever conscious that public office is a public trust.



Ethics Training

Assembly Bill No. 1234 requires that all members of a legislative body must undergo public service ethics training every 2 years. The requirement applies to the governing body of local agency as well as boards, commissions, and committees, or other local agency bodies, whether permanent or temporary, decision-making or advisory. Therefore, you are required to complete this training.

The Institute for Local Government and the Fair Political Practices Commission (<http://www.fppc.ca.gov>) developed an online ethics course (<http://www.fppc.ca.gov/learn/public-officials-and-employees-rules-/ethics-training.html>) to help local officials meet their ethics training requirements. Upon completion of the ethics training, members are required to print their certificate, sign it, and return the original hard copy document to the Clerk's Office.

Conflict of Interest

The State of California, by statute, follows the common law rule prohibiting a representative of a municipality to vote in its legislative body on any issue that affects them individually, or for any public officer to participate in a matter in which there is a personal or private interest. The Seaside Municipal Code also provides against conflict of interest.

To best serve the community, the City Council appoints persons with knowledge of the issues that face the City to serve on boards, commissions, and committees. Consequently, it is inevitable that matters will occasionally come before boards, commissions, or committees in which individual members have a direct or indirect financial interest. When this happens, the member must disqualify him/herself from participating in the discussion and abstain from voting. The law also requires appointed members and certain other City officials to report various financial interests including income, interest in real property, and business interests.

The City of Seaside has adopted a local conflict of interest code as required by the Political Reform Act. This Act requires the financial disclosure of interests by certain individuals who are in decision-making positions within state and local government

As an appointed member, You are required to complete and file the appropriate conflict of interest forms within 10 days of your first meeting and annually thereafter. Forms and assistance will be provided by the City Clerk's Office, including an annual notification regarding Form 700 thirty days in advance of the due date. Financial disclosure forms are filed with the City Clerk, as a matter of public record. The Fair Political Practices Commission (<http://www.fppc.ca.gov>) is available for questions concerning conflicts of interest and disqualifications.



Conflict of Interest (continued)

Potential conflicts of interest should not be taken lightly. The City Council has placed a special trust in you that should not be abused. It is also important to note that it is a violation of the City Code to vote on a matter knowing that you have a conflict, and that this can result in forfeiture of your position.

If a Commissioner has any doubt as to the propriety or the legality of any proposed action on their part, they are urged to seek the advice of the City Attorney.

When a matter comes before a Commission in which a Commissioner has a direct or indirect financial interest, the Commissioner must disqualify him/herself from participating in the deliberation and must abstain from voting. An explanation for the abstention should be given to the Commission and that reason will be recorded in the minutes. Once the Commissioner has made a statement of disqualification, the Commissioner should leave the room and return only upon conclusion of the matter. The City Attorney may be consulted should it be unclear as to whether or not to abstain.

Public Records Act

The California Public Records Act (the PRA) was enacted in 1968 to: (1) safeguard the accountability of government to the public; (2) promote maximum disclosure of the conduct of governmental operations; and (3) explicitly acknowledge the principle that secrecy is antithetical to a democratic system of “government of the people, by the people and for the people.”

What does this mean for you as a Commissioner? It means that the public’s business is always supposed to be public. Any records that are created as part of your participation on a Commission, is accountable to the Public Records Act. Emails, voice mails or hard copy records included. If any member of the public requests to see any record, they have the right to request and we have the obligation to provide it, unless it is exempt from disclosure. Here’s a guide to the public records act if you want to know more, or you can contact the City Clerk:

<https://www.cacities.org/Resources/Open-Government/THE-PEOPLE%E2%80%99S-BUSINESS-A-Guide-to-the-California-Pu.aspx>

BOARDS, COMMISSIONS & COMMITTEES

Boards and Commissions are created by the City Council to act as advisory bodies and provide necessary information to the Council to help achieve the overall goals of the community.

Boards and Commissions are responsible for the following:

- Provide in-depth analysis of specific issues in their area of responsibility
- Creating a forum to encourage broad citizen participation
Acting as a review body for Department operations
- Providing an analysis of issues that will be brought forward to the City Council for action

Active Boards and Commissions in the City of Seaside

PLANNING COMMISSION

TERM: 4 YEARS | MEETING DATE & TIME: 2ND & 4TH WEDNESDAY OF EACH MONTH AT 7 PM

The duties of the Planning Commission are to prepare and periodically review and revise, as necessary, the City's General Plan and implement the General Plan through actions such as administration of specific plans and zoning and subdivision ordinances. They also vet development proposals prior to submission the Council.

BOARD OF ARCHITECTURAL REVIEW

TERM: 4 YEARS | MEETING DATE & TIME: 1ST & 3RD WEDNESDAY OF EVERY MONTH AT 5:30 PM

BAR is the decision-making body of the architectural review process and is responsible for the review of various residential and commercial design proposals, including second-story residential additions, commercial facade changes, new commercial signs, and other design related projects.

BOARDS, COMMISSIONS & COMMITTEES

Active Boards and Commissions in the City of Seaside

ART & HISTORY COMMISSION

TERM: 4 YEARS | MEETING DATE & TIME: 2ND WEDNESDAY OF EACH MONTH AT 5:30 PM

A&H advises and facilitates the protection of the City's cultural resources including the collection, promotion, display and preservation of Seaside's historical artifacts, and encourages and promotes programs of artistic merit.

NEIGHBORHOOD IMPROVEMENT PROGRAM COMMISSION

TERM: 3 YEARS | MEETING DATE & TIME: 1ST TUESDAY OF THE MONTH AT 6 PM

The NIP advises in matters pertaining to general improvement of the neighborhoods within the City. The objectives are to encourage citizens to voluntarily comply with the various city codes relating to the City Council on ways to improve the appearance of the City and to elicit voluntary cooperation to beautify and minimize vandalism in the City.

PARKS AND RECREATION COMMISSION

TERM: 3 YEARS | MEETING DATE & TIME: 3RD MONDAY OF THE MONTH AT 5:30 PM

PRC advises on matters pertaining to parks and public recreation for the advancement of sound park and recreation planning through recommending policies on recreational services, facilities; administration and development of recreation areas, aiding in coordinating recreation facilities, programs and improved recreation services.

COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

TERM: 2 YEARS | MEETING DATE & TIME: 3RD WEDNESDAY OF THE MONTH AT 5:30 PM

CDAC advises for the Community Development Block Grant Program (CDBG) and assists with evaluation and assessment of proposed and implemented programs to meet community needs at both citywide and neighborhood levels and to develop realistic goals and objectives to meet identified needs and to assist in the implementation of the CDBG program and any modifications as determined by community assessment and HUD program requirements.

BOARDS, COMMISSIONS & COMMITTEES

Active Boards and Commissions in the City of Seaside

ENVIRONMENTAL COMMITTEE

TERM: 3 YEARS | MEETING DATE & TIME: 2ND TUESDAY OF EACH MONTH AT 5:30 PM

The Environmental Committee investigates and advocates sound environmental policy and action in the areas of air quality, water quality, energy and waste management, flora and fauna protection and community planning.

HOMELESS COMMITTEE

TERM: 3 YEARS | MEETING DATE & TIME: 4TH THURSDAY OF THE MONTH AT 6:30 PM

The Homeless Committee is responsible to plan, advocate, support and collaborate with those effected by homelessness.

C-JOBS

TERM: 3 YEARS | MEETING DATE & TIME: 3RD MONDAY OF THE MONTH AT 5:30 PM

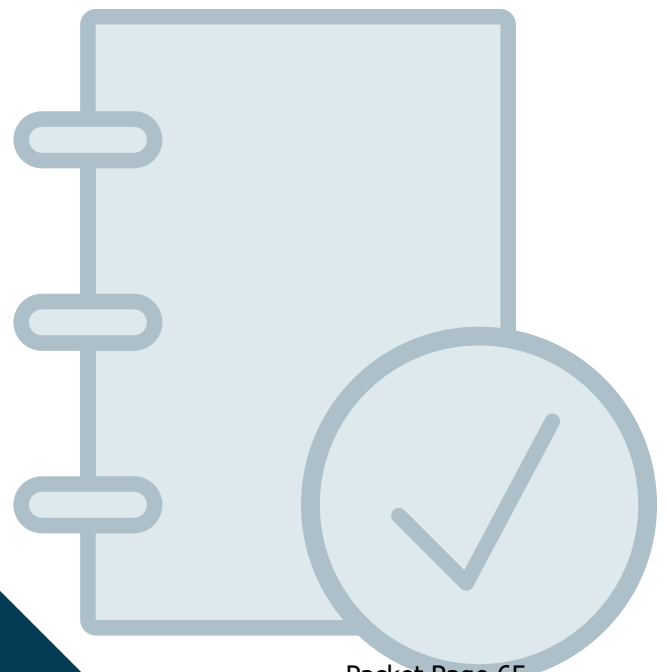
-----ADD INFO-----



Commissions Policies & Procedures

The City Council encourages active citizen participation in the business of city government. Boards, Commissions, and Committees provide an opportunity for interested residents to participate in the governing of their community under guidelines and procedures established by the Council. Commissions can improve the quality of city government by providing to make better-informed decisions. These bodies improve lines of communication between the public and Council, create greater opportunities for discussion of public issues and more citizen involvement in City government.

Your role as an appointed representative of the City Council carries with it a significant responsibility. The City Council encourages you to conduct yourself with politeness and courtesy with staff and whenever in the public eye. Yours is a position of service that is charged with maintaining the public trust. It is important that you not abuse that trust.





General Guidelines for Appointed Members

Appointment to a Commission is an honor. It provides an opportunity for genuine public service. Each appointed member should be aware of the responsibilities that accompany official service with the City. The specific duties of each body vary with the purpose for which it was formed.

Responsibilities common to all appointed members:

- Understand the role and responsibility of the Board, Commission, or Committee.
- Be informed of its functions, work programs and relationship with other bodies.
- Represent the overall public good, not the exclusive point of view of a sole group or interest.
- Keep all lines of communication open. Each appointed member serves as a communication link between the community, the City Council, and staff.
- Do your homework and be prepared. Appointed members should become familiar with items under consideration prior to meetings in order to be fully prepared to discuss, evaluate, and act on matters scheduled for consideration. Feel free to seek staff's advice and assistance in advance of a meeting.
- Establish a good working relationship with fellow appointed members, the City Council, and your staff liaison.
- Understand the scope and authority of your appointed body's responsibility and strive to work within that scope.
- Be a participant, an active representative, and enthusiastic about your role.



Appointment Requirements & Process

Seaside Municipal Code: 2.14.040 **Appointment of members**

The Mayor, with the advice and consent of the City Council, shall make appointments to boards, commissions and committees. The City Council shall establish procedures for recommending applicants for appointment. (Ord. 773 § 1 (Exh. A), 1990)



Process For Filling Vacancies

- ✓ Submit Application
 - ✓ Application
Review/Watif for
Vacancy
 - ✓ Interview With
Council Sub-
Committee
 - ✓ City Council
Consideration
 - ✓ Appointment/Re-
Appointment!
- 



Process For Filling Vacancies

Application Process

Qualified candidates come from many sources. Individuals who are interested in any commission purpose should submit applications for appointment to the City Clerk. Applications are accepted at any time and are valid for two years. Active recruitment efforts are always occurring, as well.

Recruitment

In the event of a vacancy, the City Clerk advertises to the community for interested and qualified participants through a variety of methods which can include, but is not limited to the following: newsletters, emails, the agenda, newspaper publication, publication at public posting locations, the City website and social media.

Applicant Screening

If a vacancy occurs, all current applications are reviewed to ensure all qualifications are met then forwarded to the Council Subcommittee, which consists of the Mayor and the Mayor Pro Tem. The Council Subcommittee will then schedule a time to make contact with applicants to discuss their background, community history, aspirations or interest in serving. Every reasonable effort will be made to interview all applicants. After contacting each applicant, the Council Subcommittee will make recommendations to the City Council for appointment to fill a vacancy. Appointments and reappointments are made by the full City Council at a publicly noticed City Council meeting (SMC 2.14.040). The Council Member representative will rotate after every appointment recommendation.

Appointment Limitations

By policy, Commissioners are not permitted to sit on more than one City Board, Commission, or Committee. This does not preclude a member from participating in an "outside" agency such as the Water Management District or Regional Park District. (SMC 2.14.130)

Holding Incompatible Offices

Under existing California law, no Commissioner may hold another public office where the two offices are incompatible. When two such offices are incompatible, the member of the board or commission shall be deemed to have forfeited the first office upon acceding to the second. (California Gov. Code Section 1099).



Getting Started:

You've Been Appointed! Now What?

Responsibilities

One of the first duties of a new commissioner is to become familiar with the laws governing the faithful performance of duties. This information may be obtained by referring to City Municipal Code sections governing Boards & Commissions (Seaside Municipal Code Chapter 2.14). Copies of City's Code are available online <http://www.codepublishing.com/CA/Seaside> or can be obtained from the office of the City Clerk. In addition, Members may consult with their Commission's Staff Liaison.

Be Prepared

The role of the Commissioner is to represent the public and the public's best interest. Commissioners are responsible for reviewing meeting materials in advance, attending meetings regularly and on time, notifying the Staff Liaison and their Chairperson in advance if they cannot attend a meeting, and volunteering for committees (if the Commission has any). Commissioners are expected to have knowledge about City goals and the goals and priorities of the City Council. In order to be an effective Commissioner, you are expected to read this handbook to understand how to comply with all State and local laws and rules regarding meetings.

Staff Liaison & Committee Administration

Each Board or Commission is appointed a staff liaison, who works to facilitate the agenda, work-plan and resources needed for your board or committee. Your staff liaison is a vital resource as they are aware of the City Council priorities as well as the City resources and rules. Commissioners and staff are expected to work courteously and professionally with each other at all times. Any questions, issues or concerns about the commission, the work plan or other city business can be directed to your staff liaison or the Chair of your Board or Commission. Commissioners are encouraged to use their staff liaison as a resource and contact them directly if they require additional material or clarification of data. Commissioners are not allowed to direct staff for individual projects. Working through the Chair or staff liaison, any ideas or projects can be agendaized for action by the entire commission.



Getting Started:

You've Been Appointed! Now What? (continued)

Adherence to Policy

Appointed Commissioners should not approve projects that violate adopted City Council policies. Members can make recommendations to the City Council about exceptions to a City policy, and can also recommend policy changes when appropriate.

Resignations

A member of an advisory commission who intends to resign shall first file written notice thereof with the City Clerk, addressed to the City Council, with a copy provided to the chairperson of the advisory commission. (SMC 2.14.100). When a resignation occurs, staff will immediately initiate the appreciation process to thank the volunteer for their service to the City of Seaside. This is in addition to invitation to the annual appreciation event.

Removal from Office

The City of Seaside appreciates all commission volunteers and acknowledges the effort it takes to participate on a board, commission or committee. However, there may be circumstances that necessitate removing a commissioner from their position. A member of a commission may be removed from office by a vote of the majority of all members of the City Council. (SMC 2.14.090) Attendance is critical for effective operations of commissions, as quorums are required to conduct business. Failure to adhere to the attendance policy can result in removal from a position. In the event an individual is unable to perform as a commissioner due to health, business or personal reasons, a formal letter of resignation should be submitted to the City Council for action.



Getting Started:

You've Been Appointed! Now What? (continued)

Business Cards

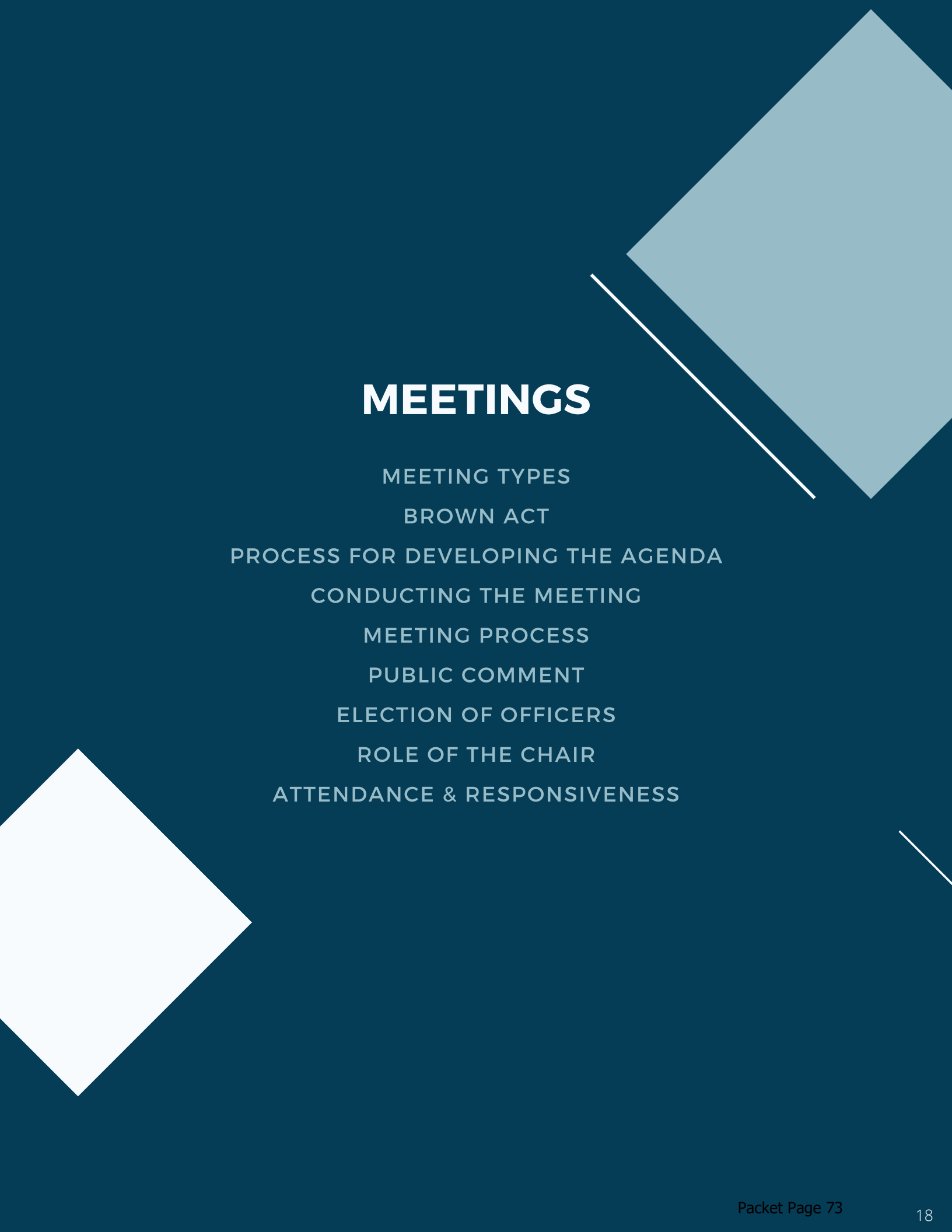
Commissioners may request business cards from the Office of the City Clerk. This is on a request only basis. Business cards must contain only information concerning the Commission, not personal business information. Business cards will include the name of the Commissioner, the name of the Commission, the regular meeting dates and times and the City's website information. Commissioners are allowed one set of business cards (250) produced by the city within a twelve month period. If more cards are requested, they are to be produced by the City, at the expense of the Commissioner.

Annual Work Plan

Each Commission is required to provide an update to the City Council about its past and future activities through an Annual Work Plan. The Annual Work Plan includes a list of prior year accomplishments. Work Plans are updated each Fiscal Year in accordance with a template and instructions provided by the City Clerk. The Work Plans are to be completed by each Commission and provided to the City Council at a Regular meeting no later than April 15th of each year (SMC 2.14).

Commissioner Appreciation

You have chosen to take on a big role as a volunteer Commissioner, and you deserve a large "Thanks You" for your service. The City would like to thank each of you for your service. During the Fiscal Year 2017-18 (date is to be determined) the City intends to hold a Commissioner Appreciation event to say thank you for volunteering your time, effort. Keep an eye out for the date but in the mean time, please know you are appreciated.



MEETINGS

MEETING TYPES

BROWN ACT

PROCESS FOR DEVELOPING THE AGENDA

CONDUCTING THE MEETING

MEETING PROCESS

PUBLIC COMMENT

ELECTION OF OFFICERS

ROLE OF THE CHAIR

ATTENDANCE & RESPONSIVENESS



Meetings

Meeting Types

There are three types of meetings: regular meetings, special meetings, and emergency meetings. All meetings must be open session meetings, with limited exceptions for specified items that may be discussed in a closed session. A commission may want to use a meeting as a retreat or a planning session, but such a meeting would still have to be noticed and open to the public. These meetings are subject to Brown Act requirements, and the public may attend all meetings other than Closed Sessions. All meetings require a quorum to proceed with the meeting.

The Seaside Municipal Code requires that commissions meet at least once a month. If a regular meeting falls on a holiday, the meeting is canceled.

A quorum is a majority (half+1) of the entire Commission membership seats, not just those members present or those seats that are filled. When a quorum is not present for a scheduled meeting, the Commission cannot hold the meeting. If there is a chance that additional members needed to comprise a quorum will arrive within a reasonable time, the Chairperson or Deputy Clerk may orally announce that they will wait for a specified time (e.g., 15 minutes) to make a determination on whether the meeting will proceed or need to be declared cancelled due to lack of a quorum.

REGULAR
MEETINGS

SPECIAL
MEETINGS

EMERGENCY
MEETINGS

ALL MEETINGS REQUIRE A QUORUM



Meetings

Brown Act - What is it and how does it affect the agenda?

The law which guarantees the public's right to attend and participate in Commission meetings is the Ralph M. Brown Act. The purpose of the Brown Act is to facilitate public participation in local government decisions and to curb misuse of the democratic process by secret legislation by public bodies. Commissions exist to aid in the conduct of the people's business, and the meetings must be open to the public. The agenda must be posted in an area that is accessible to the public at least 72 hours before the meeting and on the County's webpage for meeting agendas. The agenda must include all items which will be discussed or acted upon by the Commission. The Commission cannot discuss, deliberate, or take action on any item not included on the agenda. Every agenda must allow any member of the public to directly address the Commission on any agenda item before or during consideration of that item.

Every regular meeting agenda must also include time for any member of the public to address the Commission on any item not on the agenda which is within the subject matter jurisdiction of the Commission. The agendas will include a statement that such items cannot be acted upon or discussed in depth until they are included on a subsequent agenda for consideration and possible action.

Process for Developing the Meeting Agenda

The Chairperson works with the Staff Liaison to coordinate the meeting agenda; however, the method by which the agenda is developed varies according to the procedures of the individual Commissions. The Liaison advises the Chairperson of items to be carried forward from prior meetings, as necessary. Any Commissioner can request that an item be placed on a future agenda during a public meeting, or directly to the Chair.





Meetings

Meeting Process

The meetings are called to order by the Chairperson, or Vice Chairperson in the absence of the Chairperson. If neither is in attendance, the Commission selects a Chairperson Pro Tempore to conduct the meeting. The Clerk calls the roll to determine the presence of a quorum, and the Chairperson announces the agenda items for discussion or action. The Chairperson may call for an agenda item out of the order listed on the agenda. Several things may happen with regard to each item on the agenda:

- **The item can be deleted from the agenda.**
- **The Commission may discuss the matter without taking any action.**
- **The Commission can hold the matter to a future meeting.**
- **The Commission can refer the matter to staff or a committee for consideration and a subsequent report to the Commission.**
- **The Commission can vote in support of a motion or in opposition to the motion on the matter.**

Public Comment

Pursuant to the Brown Act, members of the public have a right to comment on any agenda item. The Chairperson establishes the amount of time public speakers are authorized to speak on each item, typically limiting comments to three minutes.





Meetings

Election of Officers

The commission chair and vice chair are elected by the commission members and serve a one-year term. The election process is conducted at the beginning of the new calendar year and during the first commission meeting of that year.

Role of the Chair

At the first meeting of every calendar year, the members of a commission are to elect a chairperson and vice chairperson from their members. The chair shall hold office for one year until a successor is appointed.

The principal role of the Chair is to manage the board, commission, or committee meeting. This includes helping to set meeting agendas, maintaining the order of business during the meeting, focusing discussion on the issues at hand, and ensuring that the public appearing before the body are treated courteously.

The Chairperson should take a back seat during discussions while all members of the governing body should know and understand the rules of procedure; it is the Chair who is charged with applying the rules of conduct. The Chair should be well versed in those rules, because the chair for all intents and purposes makes the final ruling on the rules. In fact, all decisions by the chair are final unless overruled by the governing body itself. Because the Chair conducts the meeting, it is common courtesy for the chair to take a less active role than other members of the body in debates and discussions. The chair should strive to be the last to speak at the discussion and debate state, and should not make or second a motion unless he or she is convinced that no other member of the body will do so.



Meetings

Attendance & Responsiveness

Regular attendance at meetings is critical to the effective operation of City boards, commissions, and committees as a quorum is required to be able to conduct business. Therefore, all Commissioners are expected to attend all of their appointed board, commission, or committee meetings, including study sessions. A majority of Commissioners currently appointed to a commission, half plus one, shall constitute a quorum for the purpose of transacting business. If a quorum of commission members are not present, staff must adjourn the meeting.

If a Commissioner misses more than twenty-five percent of all regular or special meetings in any four consecutive calendar quarters, unless excused in advance by the Chair or the Staff Liaison, the member shall be automatically terminated as a commissioner.

Commissioners will be deemed absent from a meeting if they are not present for two-thirds (2/3) of the entire meeting.

Many items that come before commissions and committees have time requirements to be completed; otherwise it causes a liability for the city and frustration for residents and businesses that are trying to complete projects. If you are unable to attend a meeting, please communicate with your Chair or staff liaison prior to the meeting. If you know in advance that you will be unavailable for a meeting in the future, please communicate that too. This will protect the City, your commission and provide better, more responsive services to our community. If a Commissioner misses more than twenty-five percent of all regular or special meetings in any four consecutive calendar quarters, unless excused in advance by the Chair or the Staff Liaison, the member shall be automatically terminated as a commissioner. Commissioners will be deemed absent from a meeting if they are not present for two-thirds (2/3) of the entire meeting. If a problem with absenteeism arises, it should be handled between the appointed member and the Staff Liaison or the City Clerk.



BASIC CITY ORGANIZATION

IT IS IMPORTANT FOR COMMISSIONERS
TO BE FAMILIAR WITH THE CITY
ORGANIZATION, DEPARTMENTS AND
THEIR OPERATIONS





Basic City Organization

City Council

The five-member City Council is the legislative and policy-making body that is elected on a nonpartisan basis to represent the residents of Seaside. The Mayor is elected every two years in a general election held in November of even-numbered years. Serving with the Mayor, are four members of the City Council who have overlapping terms; every two years, two members of the City Council are also elected by the voters through a general election. Each member of the City Council, including the Mayor, is not subject to term limits.

Policy decisions are made at City Council meetings, which are held on the first and third Thursdays of each month at 7:00 p.m. in the City Council Chambers at City Hall, with special meetings as needed. At these public meetings, the City Council makes policy determinations; approves agreements and contracts; adopts ordinances (local laws) and regulations; and authorizes the expenditure of City funds.

The City Council meetings are held on the first and third Thursday of each month, with special meetings as needed.

City Budget

The City budget document is an important document because the preparation of the budget by the City staff, and its review and adoption by the City Council, determines how resources available to the City are to be utilized by the City in the forthcoming fiscal year.

The City has two fundamental functions, the provision of local governance, with decision making to address the issues before the City, and the provision of services to our residents and businesses. Both of these functions, in order to be effective, must have adequate resources devoted to them; conversely, often City officials desire to do more in certain areas, but are limited by what the City can afford.

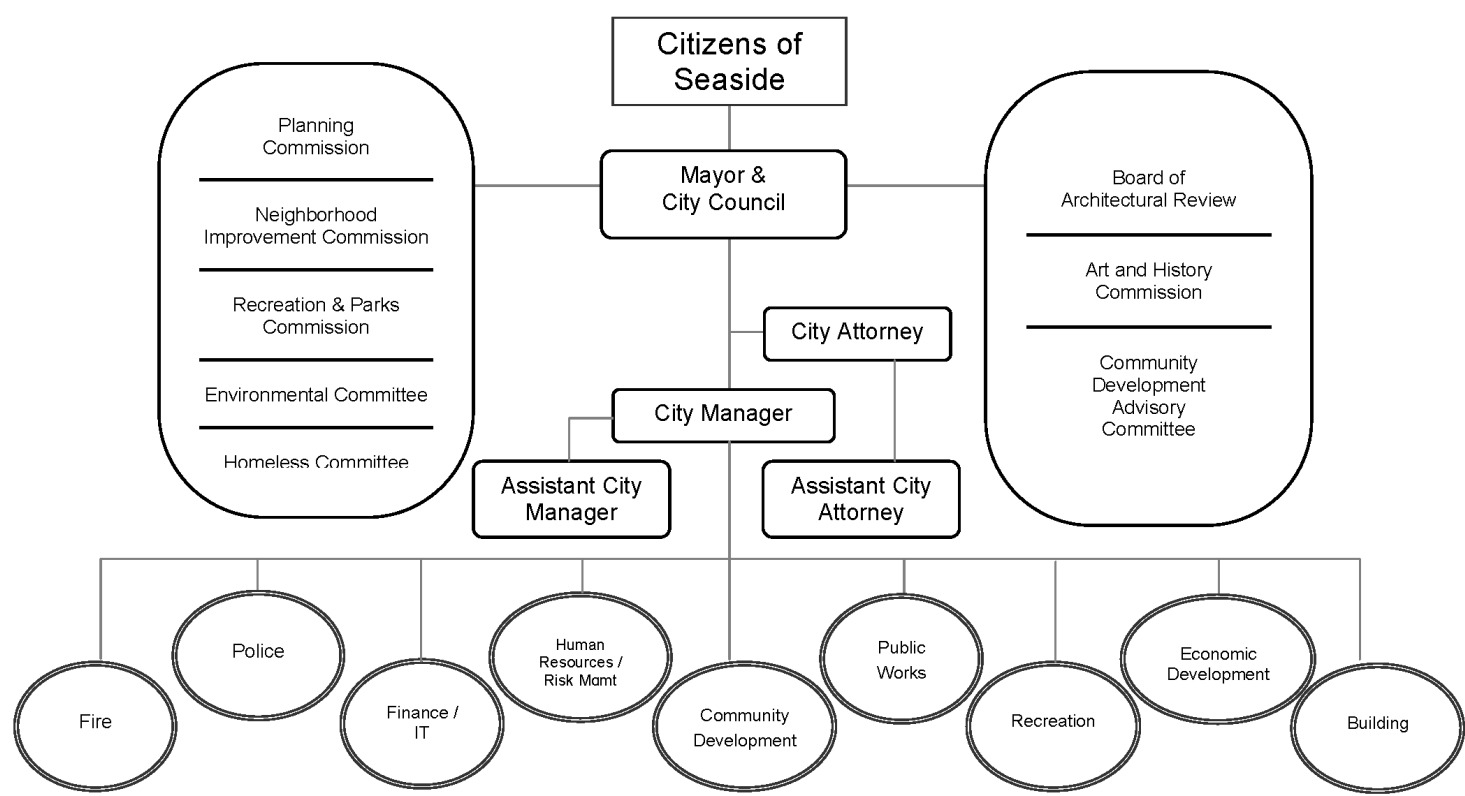
If you, as a Board or Commission member, have questions about the City's goals/objectives, or about the City's budget, please ask your staff liaison for further explanation.

The City Budgets are all available on our City website:

<http://www.ci.seaside.ca.us/609/Strategic-Plan>

CITY DEPARTMENTS

CITY OF SEASIDE ORGANIZATIONAL CHART



CITY MANAGER

The City Manager acts as the liaison between the City Council and staff. The City Council sets priorities and provides direction and the City Manager works to implement their direction. City operations are broken down into city departments, which are responsible for providing a variety of services to the community and each of which serves an invaluable and significantly different function.

CITY ATTORNEY

The City Attorney is also appointed by the Council to represent and guide the City as it relates to the city, state and federal laws as well as keep the Council informed of the legal implications of policy decisions.

CITY CLERK

The City Clerk is the local official who administers the democratic processes such as access to City meetings, records, elections and all legislative actions and ensures transparency to the public by enforcing Federal, State and local statutes including the Political Reform Act, The Brown Act, and the Public Records Act. This department is responsible for the City Clerk is responsible for coordinating City Council meetings including the preparation and publishing of Agendas and Minutes for public meetings, Maintaining the records management plan for the entire city, maintenance of the Seaside Municipal Code, responding to requests for public information and conducting City Elections.

CITY DEPARTMENTS

HUMAN RESOURCES DIVISION

The Human Resources Division administers a centralized, merit based personnel system, including recruitment, testing, selection, and placement of employees. They manage the classification of positions and employee relations which includes, negotiations, grievances, discipline and complaints; employee development and training; and employee benefits administration.

FIRE DEPARTMENT

The Fire Department provides the community with professional services to protect the lives, environment and property in the City of Seaside as well as in the City of Del Rey Oaks from fire, disaster and health emergencies. Fire Department personnel are involved in numerous committees, commissions, organizations and outreaches in the community. They are also responsible for disaster preparedness and the Emergency Operations Center (EOC). The EOC is the coordination and communication hub in the event of large-scale disasters. The Fire Department remains focused on their mission to serve as an “all hazards” response force to various types of emergencies; at the same time fulfilling the ever expanding role in providing emergency medical response to our community.

POLICE DEPARTMENT

The Police Department provides quality law enforcement and proactive services and works in partnership with the community to enhance and maintain a safe environment. The Police department encourages community involvement in keeping our community safe. The Police Department participates in a variety of programs throughout the county to prevent crime, protect citizens and ensure the safety of our community. Police Officers can respond if a crime is committed, but it takes a community working together to make everyone accountable. If you witness a crime, call 911. If it is not an emergency, call the non-emergency line at 394-6811.

RECREATION

The Recreation Division provides a wide range of recreation and leisure programs for City Residents. The Division is also responsible for the management of four major recreation facilities and the provision of the recreation programs for families, youth and senior citizens.

CITY DEPARTMENTS

ENGINEERING & PUBLIC WORKS

The Public Works Department is responsible for the design, construction and physical repairs to the City's infrastructure including streets, water systems, sewer system, storm drain system, park facilities, City buildings and transportation/traffic systems. They are also responsible for the design, implementation and administration of the annual Capital Improvement Program.

FINANCE DIVISION & INFORMATION SYSTEMS

The Finance Division has several areas of responsibility including General Accounting, Cash Management, Accounts Receivable, Accounts Payable, Payroll, Budget, Grants and Debt Services. This Division provides accurate accounting of all revenues and expenditures, including preparation of financial reports, annual budgets, other financial reports, and supports the preparation of the annual audited financial statements. The Management Information Systems Division is responsible for the administration of the City's computer and telephone network, infrastructure and all related information technology projects.

COMMUNITY & ECONOMIC DEVELOPMENT

The Community and Economic Development Division is responsible for the administration of the City's planning, economic development and the Community Development Block Grant activities. Planning includes advanced and current planning and environmental review. Economic Development coordinates and implements priority projects. CDBG administers the Commercial Façade, housing rehabilitation and public service grant.

BUILDING & CODE ENFORCEMENT

The Building Department mission is to enforce and maintain public safety, health, and welfare. Through the use of building permits, the Building Department can ensure that structures are built to safe building code standards. The Building Department also enforces the City's Municipal Code. Before starting any type of building project or major repairs, it is recommended that the owner contact the Building Department to verify whether or not a permit is required for the scope of work that is being proposed.

ANNUAL WORK PLAN TEMPLATE AND INSTRUCTIONS

This is a standard template for use by Boards and Commissions in completing their annual Work Plans. Work Plans are based on a fiscal year rather than a calendar year. Work Plans are to be completed by each Board and Commission and approved at a regular Board or Commission meeting no later than April 1 of each year. The Office of the Clerk will then transmit the Work Plans to the City Council for approval in May.

PLEASE USE THE FOLLOWING INSTRUCTIONS WHEN COMPLETING THE WORK PLAN:

- ✓ **Cover Sheet (Page 1)**

This area should include the name of the Board or Commission, the timeframe covered by the Work Plan (i.e. Fiscal Year 2016, July 1, 2015 – June 30, 2016), members' names, Chairperson's name, and vacancies as of April 1. Do not list Commissioner addresses or phone numbers on the Work Plan. This page will need to be updated each year.
- ✓ **Mission Statement (Page 2)**

This area of the Work Plan should clearly state the mission of the Board or Commission. The mission may be extracted from the enabling legislation (i.e. Ordinance, Board action, Resolution) that formed the Board or Commission or may be a purpose statement approved by the Board or Commission and derived from the enabling legislation. This section may also contain the roles and responsibilities of the Board or Commission. This page may not need to be updated each year.
- ✓ **Historical Background (Page 2)**

This area should provide the reader with some historical information about the Board or Commission (i.e. when it was formed, issues of focus in years' past, significant outcomes of work by the Board or Commission). NOTE: Accomplishments from the previous year should not be discussed here – there is another area on the Work Plan where this is done. This page may not need to be updated each year.
- ✓ **Fiscal Year Work Plan (Page 3)**

This area should provide the goals/objectives (no more than five) of the Work Plan, the activities planned to accomplish the goals, the priority ranking of each goal and the timeline anticipated to accomplish the goal. This page will need to be updated each year.
- ✓ **Prior Year Accomplishments (Page 4)**

This area should address the prior year Work Plan accomplishments including each goal/objective, activities that supported the successful completion of the goal and the status of the goal. The status column should inform the reader whether the goal was a) completed, b) not started and why, c) in process and expected completion date, or d) eliminated and why. This page will need to be updated each year.
- ✓ **Ongoing Projects (Page 5)**

This area provides the Board or Commission with an opportunity to inform the reader of ongoing projects that the Board or Commission is continuing to work on. This page may not need to be updated each year.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: February 3, 2022

SUBJECT: ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE ENGINEERING TRAILER MODIFICATIONS AND AWARDED A CONSTRUCTION CONTRACT TO ONE WORKPLACE L. FERRARI, LLC FOR AN AMOUNT NOT TO EXCEED \$39,378.93

RECOMMENDATION

Adopt a resolution approving the plans and specifications for the Engineering Trailer Modifications and awarding a construction contract to One Workplace L Ferrari, LLC for an amount not to exceed \$39,378.93. The total construction cost including contingency is \$45,285.77.

BACKGROUND

The City purchased two trailers to serve as temporary work space for City Hall staff until such time as a larger City Hall building could be built. The Engineering Division of Public Works was moved into the west trailer at City Hall around 12 years ago.

The cubicle walls making up the structure of the cubicles inside the trailer were recycled and were in very poor condition at that time. The condition of the cubicles has declined even further over time. In addition, the cubicle walls do not have the correct hardware or connections to be held up correctly, so furniture is holding them up. The cubicle walls are a hazard.

The City of Seaside is doing more Development and Capital Improvement work than they have in many years. As a result, the City is hiring two additional Engineers this fiscal year, and we also have a temporary Administrative Assistant assisting the Engineering Division. In addition, the Communications Specialist is currently working out of the Engineering Trailer. The space in the trailer needs to be maximized in order

to fit all of the engineering and other staff in the trailer.

The Engineering Trailer Modifications (Project) involves the ordering, delivering and installation of cubicle systems and associated desks. City staff had been working with a designer to design the Project since June 2021. The plans and specifications for the design of the Engineering Trailer Modifications are attached as Attachment 3. The design was completed and Project was released for construction bids on November 25, 2021. Despite staff outreach to several companies that perform office modifications, only one bid was received. The bid was received from One Workplace L Ferrari, LLC. in the amount of 39,378.93. After evaluation of the bid and required documents submitted, it was determined that One Workplace L Ferrari was determined to be a responsive and responsible bidder. Staff recommends a construction contract for the Project be awarded to One Workplace L Ferrari, LLC.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this construction project in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines, this project is Categorically Exempt (Class 1, Existing Facilities) under Section 15301(a). The project performs minor upgrades to the cubicle and associated desk systems, and involves negligible or no expansion of use.

FISCAL IMPACT

The proposed construction agreement with One Workplace L Ferrari, LLC is a not to exceed amount of \$39,378.93. In addition, a construction contingency of 15%, or \$5906.84, is required for expenses from unforeseeable issues that arise during construction.

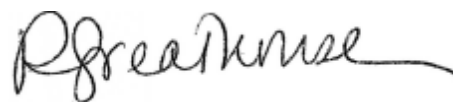
The engineering trailer modification expense was included in the FY 2021/ 22 budget in the Government Buildings Account (Acc No. 100-8310-2073).

Staff recommends approving a resolution (attachment 1) to approve the plans and specifications (attachment 3) for the Engineering Trailer Modifications and award a construction contract (attachment 2) to One Workplace L Ferrari, LLC for an amount not to exceed \$39,378.93 and total construction cost including contingency of \$45,285.77.

ATTACHMENTS

1. Resolution
 2. Construction Agreement
 3. Plans and Specifications
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read "R Greathouse", with a long horizontal flourish extending to the right.

Roberta Greathouse, Acting City Manager

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE PLANS AND SPECIFICATIONS FOR THE ENGINEERING TRAILER MODIFICATION PROJECT AND AWARDING A CONSTRUCTION AGREEMENT TO ONE WORKPLACE L FERRARI FOR AN AMOUNT NOT TO EXCEED \$39,378.93 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$43,316.83.

WHEREAS, The Engineering Trailer Modifications (Project) project involves the ordering, delivering and installation of commercial furnishings for the Engineering Trailer Modifications project; and

WHEREAS, design of the project was completed in November 2021; and

WHEREAS, on November 25, 2021, the project was released for construction bids, and on January 14, 2022, one bid was received from One Workplace L Ferrari; and

WHEREAS, One Workplace L Ferrari was determined to be the lowest responsive and responsible bidder in the amount of \$39,378.93; and

WHEREAS, an amount of \$3937.89 contingency, 10% of the contract value, should be authorized on an as required basis; and

WHEREAS, One Workplace L Ferrari has successfully completed similar office modification projects for the City; and

WHEREAS, the project is categorically exempt per Article 19, section 15301(a) of CEQA; and

WHEREAS, the Engineering Trailer Modifications Project (Project) expense was included in the City Capital Improvement Budget as part of the Government Building Account (Acc. No. 100-8310-2073); and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside approves the plans and specifications for the Engineering Trailer Modifications Project dated November 25, 2021; and

BE IT FURTHER RESOLVED that the City of Seaside City Council authorizes the City Manager to execute a construction agreement with One Workplace L Ferrari for an amount not to exceed \$39,378.93; and

BE IT FURTHER RESOLVED that the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 10% contingency for written amendments, extensions, and change orders to the construction agreement outlined above such that the full value may not exceed \$43,316.83.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 3rd day of February, 2022 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this _____ day of _____, 20____ by and between One Workplace L Ferrari, LLC whose place of business is located at 2500 De La Cruz Boulevard, Santa Clara, CA 95050 ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. _____ adopted on the 3rd day of February, 2021 awarded to Contractor the following Contract:

**PROJECT NUMBER
100-8310-2073**

**Engineering Trailer Modifications
located at
440 Harcourt Avenue, Seaside, California, 93955**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (Work).

1.02 Price for Completion of the Work

- A. Owner shall pay Contractor the following Contract Sum Thirty-Nine Thousand Three Hundred Seventy-Eight Dollars and Ninety-Three cents (\$39,378.93) for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

- A. Contractor shall commence Work on the date established in the Notice to Proceed.
- B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work

- A. Contractor shall achieve Substantial Completion of the entire Work within **45 Working** Days from the Commencement Date and **5 Working** Days following substantial completion to achieve Final Completion.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

- A. Owner has designated Leslie Llantero, Assistant Engineer of the City of Seaside as its Project Manager to act as Owner's Representative in all matters relating to the Project.
- B. City Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.

- C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

ARTICLE 4 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

4.01 Liquidated Damage Amounts

- A. As liquidated damages for delay Contractor shall pay Owner **Three Hundred Dollars (\$300.00)** for each Calendar Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner **Three Hundred Dollars (\$300.00)** for each Calendar Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 5 - CONTRACT DOCUMENTS

- 5.01 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 0115	List of Drawings
Document 00 3132	Material Data & Existing Conditions
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 9113	Addenda
Document 01 1100 through 01 7700	General Requirements

- 5.02 There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

ARTICLE 6 - MISCELLANEOUS

- 6.01 Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.
- 6.02 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 6.03 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of

goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.

- 6.04** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his/her employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 6.05** During the term of this Agreement, Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors who are subject to Public Contract code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5.
- 6.06** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 6.07** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Monterey, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Monterey.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CONTRACTOR: _____

OWNER: The City of Seaside

By: _____
(Signature)

By: _____
Roberta Greathouse, Acting City Manager

(Print Name)

Attest: _____
Dominique L. Davis, City Clerk

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

END OF DOCUMENT

DECEMBER 2021

DOCUMENT 00 4113

BID FORM

TO CITY OF SEASIDE

THIS BID IS SUBMITTED BY:

One Workplace L. FERRAZ LLC
(Firm/Company Name)

Re: **Engineering Trailer Modifications located at 440 Harcourt, Seaside, CA 93955.**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Seaside in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1000 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 Days after the day of Bid opening, unless there is a bid protest, then 90 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid conference minutes (if any), and received the following Addenda:

Addendum Number	ADDENDUM DATE	Signature of Bidder
# 1	12/10/21	CuR F
# 2	12/15/21	CuR

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

DECEMBER 2021

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid Items are described in Section 01 1100 (Summary of Work). Quote in figures only, unless words are specifically requested.

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL
1	Friant 2-Way 90 Degrees Connector Post 67" Height: Standard Finishes Apply (F22W.67)	8 (2)	EA	48.30	338.10
2	Friant Fabric Covered Panel Non-Electrical, 67" Height X 18" Width: Standard Finishes Apply (F2FAPA.6718N)	6	EA	146.10	876.60
3	Friant Fabric Covered Panel non-Electrical, 67" Height x 36" Width: Standard Finishes Apply (F2FAPA.6736N)	3	EA	195.90	587.70
4	Friant Fabric Covered Panel Non-Electrical, 67" Height x 42" Width: Standard Finishes Apply (F2FAPA.6742N)	9	EA	208.8	1879.20
5	Friant Finished End, 67" Height: Standard Finishes Apply (F2FE.67)	12	EA	21.60	259.20
6	Friant Draw Rod, 62" Height: Standard Finishes Apply (FDR.62)	9	EA	7.8	70.20
7	Friant 2 Way 90 Degrees Connector Post Hard Surface, 32" Height: Standard Finishes Apply (F22W.32)	1	EA	38.10	38.10
8	Friant 3 Way 90 Degrees Connector Post Hard Surface, 67" Height: Standard Finishes Apply (F23W.67)	6	EA	75.00	450.00
9	Friant 4 Way 90 Degrees Connector Post Hard Surface, 67" Height: Standard Finishes Apply (F24W.67)	1	EA	47.20	47.20
10	Friant Base Power Entry Direct Connect, 4 Circuit (F2BPE)	2	EA	103.2	206.4
11	Friant Pass Through Festoon 23" Long 4 Circuit (F2CPK.1)	8	EA	30.00	240.00
12	Friant Data Port Plate (F2DPP)	6	EA	14.10	84.60
13	Friant Fabric Covered Panel Electrical, 32" Height X 36" Width: Standard Finishes Apply (F2FAPA.3236E)	3	EA	190.20	570.60
14	Friant Fabric Covered Panel Non Electrical, 32" Height X 42" Width: Standard Finishes Apply (F2FAPA.3242N)	3	EA	149.70	449.10

DECEMBER 2021

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL
15	Friant Fabric Covered Panel Electrical, 32" Height X 48" Width: Standard Finishes Apply(F2FAPA.3248E)	4	EA	205.80	823.20
16	Friant Fabric Covered Panel Electrical, 67" Height X 48" Width: Standard Finishes Apply(F2FAPA.6748E)	4	EA	270.60	1082.40
17	Friant B Style Locking Painted Flipper Unit, 15.5" Height X 42" Width X 12.5" Depth: Standard Finishes Apply (F2PFLU.1342L)	6	EA	141.90	851.40
18	Friant Partial Glazed Panel Electrical 67" Height X 36" Width: Standard Finishes Apply (F2PGPA.6736E)	3	EA	332.70	998.10
19	Friant Partial Glazed Panel Electrical 67" Height X 42" Width: Standard Finishes Apply (F2PGPA.6742N)	3	EA	297.00	891.00
20	Friant Receptacle 4 Circuit, Circuit I: Standard Finishes Apply (F2RECP4.I)	12	EA	8.4	100.80
21	Friant Receptacle 4 Circuit, Circuit II: Standard Finishes Apply (F2RECP4.II)	6	EA	8.4	50.40
22	Friant Draw Rod, 27" Height (FDR.27)	5	EA	6.3	31.5
23	Friant Finished End Change of Height, for Connector, 48" Height X 1 3/4 " Width (FFECH)	8	EA	6.6	52.80
24	Pacific Locking Mobile Box/File Pedestal 16" Width X 22.5 Depth X 20.5 Height: Standard Finishes Apply (PL1007)	6	EA	185.54	1,113.24
25	Pacific Double Door Cabinet 36" Width X 24" Depth X 36" Height: Standard Finishes Apply (PL152)	1	EA	274.71	274.71
26	Pacific Bookcase 32" Width X 14" Depth X 36" Height: Standard Finishes Apply (PL154)	6	EA	101.91	611.46
27	Pacific Cushion for CPS Ped: Standard Finishes Apply (PLCUSG1522)	6	EA	54.28	325.68
28	Pacific Rectangular Top 24" Depth X 48" Width: Standard Finishes Apply (PLT2448)	4	EA	92.49	369.96
29	Pacific Rectangular Top 24" Depth X 60" Width: Standard Finishes Apply (PLT2460)	2	EA	96.92	193.84
30	Pacific Rectangular Top 30" Depth X 72" Width: Standard Finishes Apply (PLT3072)	6	EA	4.43	53.16
31	Pacific Single Door (Reversible) Cabinet 18X24X66: 4 Shelves: Standard Finishes Apply (PL150)	2	EA	322.85	645.70

26.58

Bid Form

00 4113 - 3

City of Seaside
Engineering Trailer Modifications

DECEMBER 2021

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL
32	HAT Adjustable Height Table Base, 3 Stage, L Unit, 3 Lef for Tops (24" - 30"D) X (48"-84/48"-84"): Standard Finishes Apply (HAT-HI-L-SI)	6	EA	719.6	4317.6
33	HAT Ellehaven Height Adjustable Base with Laminate Top 96" Length X 48" Depth (EH-9648-S-UD-LM-RC)	1	EA	2367.6	2367.6
34	CF Series Monitor Arm Standard, Tilt head Option, Bracket Options, C Clamp (CF600)	16	EA	266.73	4,267.68
35	Pacific 3X6" Flat Plates (PLT-FP36-SI)	12	EA	4.43	53.16
36	Steelcase Leap Office Chair	3	EA	782.51	2347.53
37	Steelcase Think Office Chair	1	EA	667.03	667.03
38	Freight and Tariff	1	LS	1109.62	1109.62
39	Delivery and Installation & DESIGN	1	LS	9658.94	9658.94
TOTAL					39,046.91 (Pre-tax)
The TOTAL BASE BID AMOUNT described in words is:					
THIRTY NINE THOUSAND, Forty Six & ninety one Cents					
39,046 and 91 /100 DOLLARS)					

NOTES:

In case of error in extension of price into the total price column, the unit price will govern.

- Subcontractors for work included in all Bid Items are listed on Document 00 4330 (Subcontractors List) submitted herewith.
- The undersigned Bidder understands that Owner reserves the right to reject this Bid.
- If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.
- Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
- The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00

Bid Form

00 4113 - 4

City of Seaside
Engineering Trailer Modifications

DECEMBER 2021

2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the City of Seaside.

10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.
12. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE:

If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: One Workplace Ferrari, LLC

licensed in accordance with an act for the registration of Contractors, and with license

number: 852389 Expiration: 4/30/2022

*Mona Curtis
(Place of Incorporation, if Applicable)

(Principal)

(Principal)

(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Curtis
(Signature of Bidder)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

2500 DE LA CRUZ BLVD
Santa Clara, CA 95050

Contractor's Representative(s):

*Mona Curtis Heffernan - Chief Financial Officer
(Name/Title)

Bid Form

00 4113 - 5

City of Seaside
Engineering Trailer Modifications

DECEMBER 2021

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

Mona Curtis Heffeman - Chief Financial Officer
(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

(Area Code) (Number)

(Area Code) (Number)

Fax Number(s):

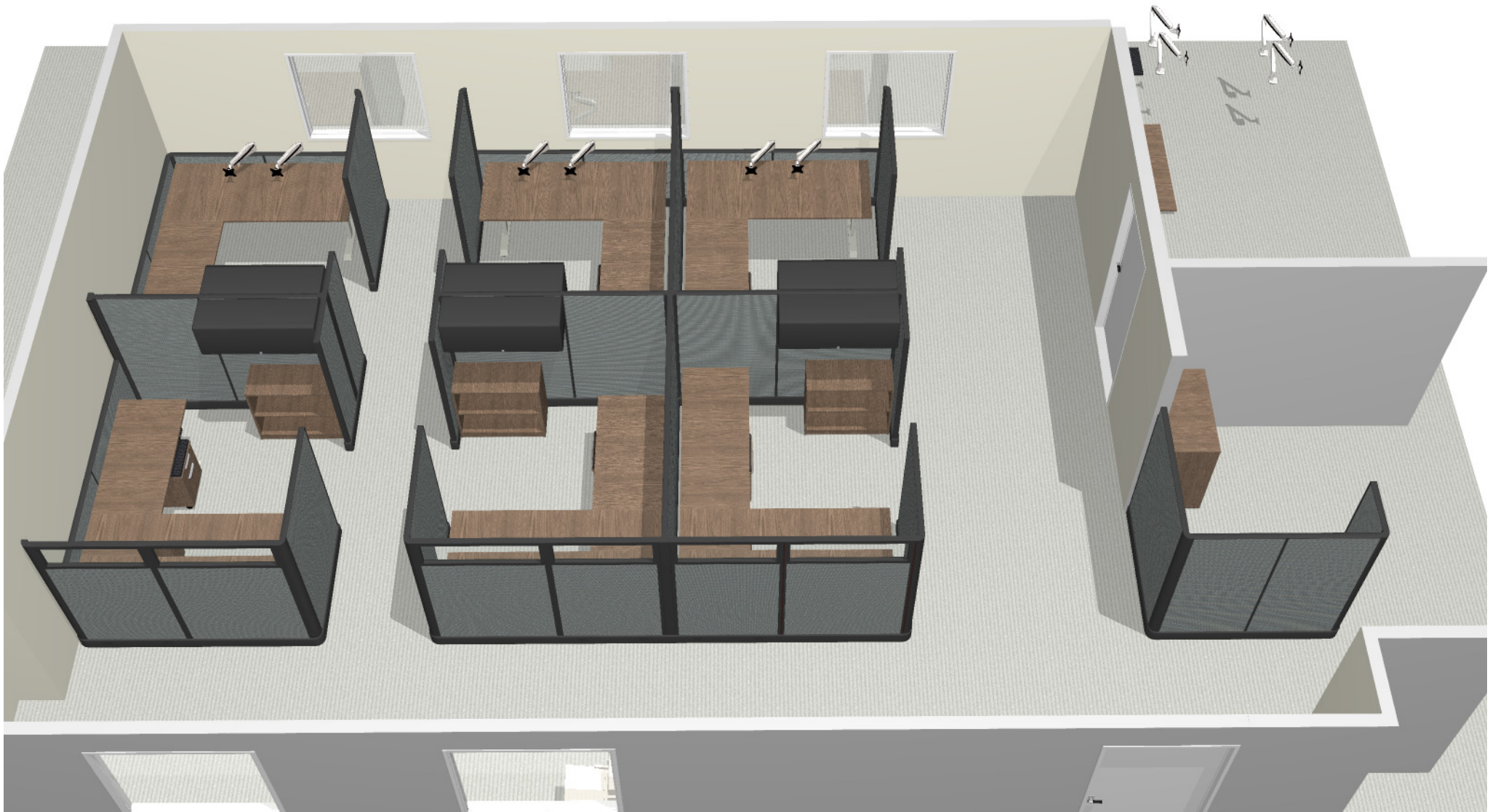
(Area Code) (Number)

(Area Code) (Number)

Date of Bid:

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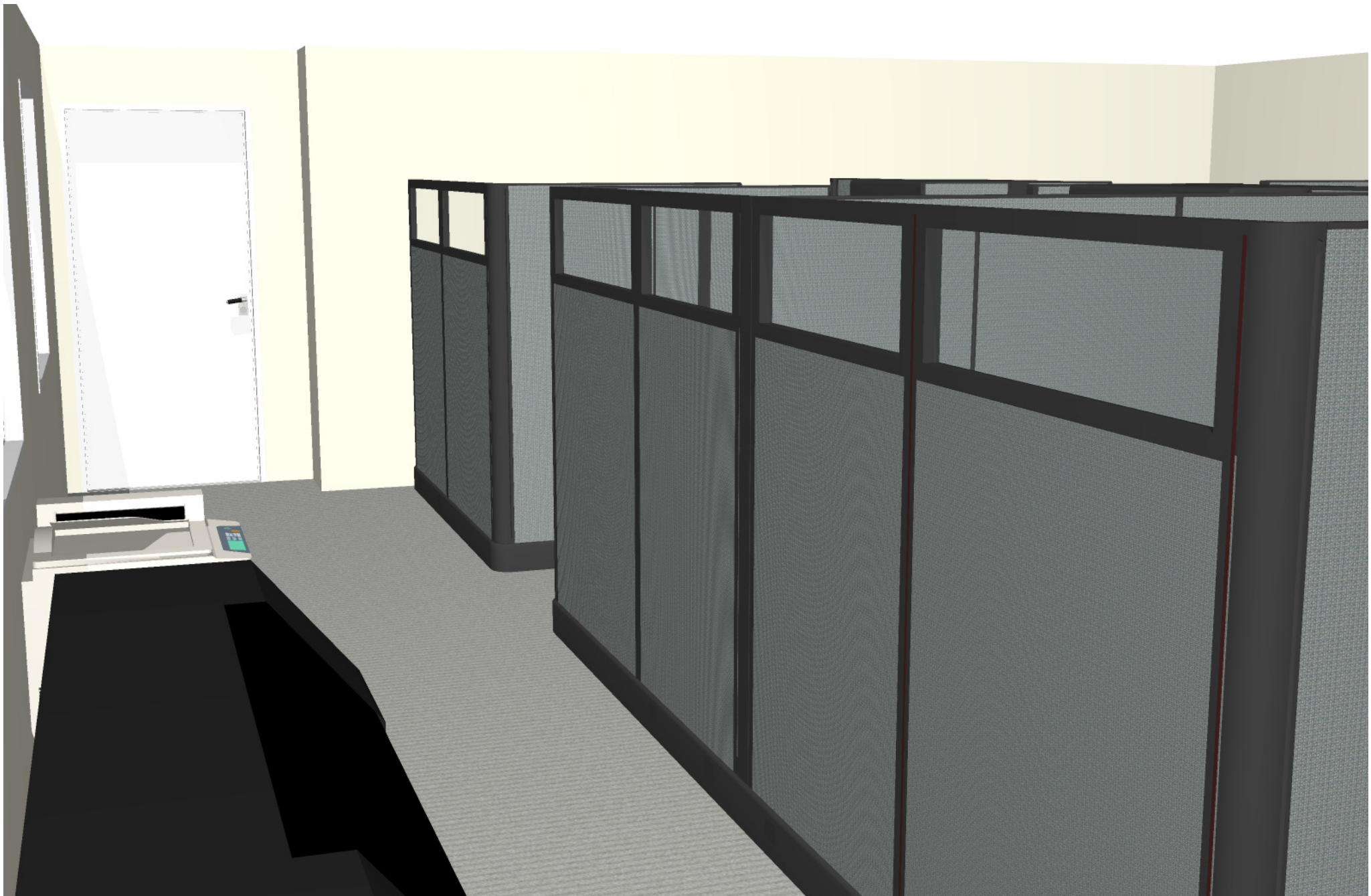




Height Adjustable L Desk



Height Adjustable Straight Desk
wth Fixed Return





CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Trevin Barber, Assistant City Manager

DATE: February 3, 2022

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CALIFORNIA CONSULTING FOR GRANT WRITING SERVICES IN THE AMOUNT NOT TO EXCEED \$60,000.00; AND AMENDING THE BUDGET FOR THE CITY OF SEASIDE FOR FISCAL YEAR 2021-2022

RECOMMENDATION

Authorize the City Manager to enter into an agreement with California Consulting, LLC as attached and increase the FY 2021-2022 budget by \$60,000.00 (account 100-7410-1030).

BACKGROUND

The City has historically relied on more common grant finding and grant writing activities to seek appropriate grant funding for its projects/activities, with each department researching and/or learning about grants that are available through their own operational and association contacts.

In October of 2021, the City posted a request for a proposal (Proposal) for grant writing services, which included a scope of work for a needs assessment, access to a regularly updated database of grant opportunities, and assistance in writing grants when the City requested. Staff closed the Proposal at the end of November and a committee was formed to begin ranking the proposals. In December, staff short listed the top three vendors, California Consulting, Harris and Associates, and Kalbacher. After extensive reference checks, California Consulting was selected as the recommended vendor of choice with the highest total score.

California Consulting was highlighted as a firm specializing in grant related government

affairs in California. The firm practices a full service approach to working with its clients, starting with a needs assessment, and then bringing grant opportunities to the City for review. When potentially helpful, they arrange for their clients to meet directly with grantors, to both establish relations between the City and the grantors, and to help identify which grant programs are best suited to their client's needs. The firm provides grant writing and submission services (assisted by City Staff), and when grants are awarded, they assist in administering the grant, as well as in post-grant administration work. Consultant fees are covered by grant awards in as many instances as possible. Taking an active role through the entire process is intended to not only find, win and properly administer grants, but to also ensure the client develops a good working relationship with the grantor, and that the grantor is encouraged to consider the City for future grants.

California Consulting's business model is one where, for a fixed monthly fee, there are no limits on the number of grants they'll pursue, lobby, and help administer for the City; and they have offered the City an open-ended month-to-month contract, giving us the opportunity to work with them without a long-term commitment.

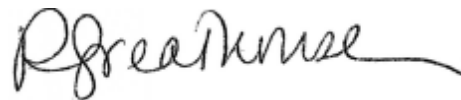
FISCAL IMPACT

The proposed contract calls for a fee of \$4,000.00 per month plus reimbursement for expenses (postage, copies, etc...) not to exceed \$60,000.00 a year. The overall effect on the FY 2021-2022 budget has been attached to the agenda item.

ATTACHMENTS

1. Resolution
2. Agreement - California Consulting
3. Grant Management RFP Final Draft
4. Budget Amendments FY22 as of 02.03.22

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT NOT TO EXCEED \$60,000.00 WITH CALIFORNIA CONSULTING TO PROVIDE GRANT WRITING SERVICES; AND AMENDING THE BUDGET FOR THE CITY OF SEASIDE FOR FISCAL YEAR 2021-2022 AND APPROPRIATING PROPOSED EXPENDITURE AMENDMENTS

WHEREAS, the City wishes to engage outside assistance in developing and implementing a program to find and obtain grants to support City services; and

WHEREAS, the City issued a Request for Proposal seeking qualified proposal for Grant Writing Services from October 22, 2021, through November 22, 2021; and

WHEREAS, staff has evaluated the merits and qualifications of each submitted proposal, and checked references for the top qualified firms, and concluded that California Consulting's proposal ranked the highest; and

WHEREAS, California Consulting is a full-service firm specializing in developing and assisting municipalities with such grant programs; and

WHEREAS, California Consulting has agreed to serve the City of Seaside on a Month-to-month basis, including all of its available services without limitation for \$4,000 per month plus expenses; and

WHEREAS, the City Manager prepared and submitted to the City Council a budget for the City of Seaside for Fiscal Year 2021-2022, and the City Council carefully examined, considered, and adopted the same on June 17, 2021; and

WHEREAS, city staff has prepared and submitted to the City Council a proposed amendment to said budget for Fiscal Year 2021-2022 in the staff report dated February 03, 2021, for \$60,000.00 in the General Fund: Economic Development from fund balance; and

WHEREAS, the City Council has carefully examined the same and is satisfied with said budget amendments; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the Acting City Manager to execute the Professional Services Agreement with California Consulting to provide Grant Writing Services in the amount not to exceed \$60,000.00; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside hereby directs the Finance Director to allocate \$60,000 from Fund Balance Reserves to account 100-7410-1030 for Fiscal Year 2021-2022.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 3rd day of February 2022, by the following vote:

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

APPROVED:

ATTEST:

Ian N. Oglesby, Mayor

Dominique L. Davis, City Clerk



**CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT
GRANT WRITING SERVICES**

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

- A. Engagement: The City agrees to engage the Consultant to provide Grant Writing Services as described in Exhibit A, attached hereto and, hereinafter referred to as "the Project."
- B. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: The City shall pay consultant a month-to-month fee of \$4,000 plus approved expenses, not to exceed sixty-thousand dollars (\$60,000) a year.
- D. Expense Reimbursement: City will reimburse for professional services and expenses at cost upon submission of receipts.
- E. Method of Payment: The City shall pay within 30 days in accordance with Consultant's Fee Schedule, attached hereto, upon receipt of a written invoice from Consultant detailing services rendered.
- F. Term: The term of this agreement shall commence on February 3, 2022, and terminate February 2, 2023.
- G. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- H. Indemnity: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants

(or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this agreement. Consultant's duty to indemnify and hold harmless Agency shall not extend to the Agency's sole or active negligence.

- I. **Duty to Defend:** In the event the Agency, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this agreement, and upon demand by Agency, Consultant shall defend the Agency at Consultant's cost or at Agency's option, to reimburse Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by Agency is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole or active negligence of the Agency or its officers, employees, or agents, Consultant will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Agency as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.
- J. **Insurance:** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as follows;

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including

coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

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

L. Ownership of Work Product:

- a. Ownership of all imagery, reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this agreement, whether or not completed, shall vest with the City.
- b. Materials developed under this agreement are the property of the City and may be used by the City as it sees fit, including the right to distribute, review or publish the same without limitation.
- c. The City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

M. Assignment

- a. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, Dan Rodriguez shall perform the services described in this Agreement.
- b. Dan Rodriguez may use assistants under his/her supervision to perform services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of Dan Rodriguez from Consultant's employ. Should he/she leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may

be otherwise agreed to in writing between the City Engineer and the Consultant.

N. Conflict of Interest

- a. Consultant shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.
- b. If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100 et seq.) Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Consultant's and/or such other person's financial interests.

O. Miscellaneous:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
- c. This agreement shall be modified only by written agreement duly executed by the City and the Consultant.
- d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e. This agreement shall be governed by and construed in accordance with the laws of the State of California.
- f. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

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

Approved:

Dated: _____, 2022

Consultant: _____

By: _____

Title: _____

Address: _____

Dated: _____, 2022

City of Seaside:

By: Roberta Greathouse
Title: Acting City Manager

Attachments:

Exhibit A
Exhibit B

Scope of Work
Consultant's Proposal

Exhibit A

Scope of Work

The following are services and/or items that the consultant will be required to provide the City.

- Funding needs analysis – Work with the City’s departments to assess the validity of current funding priority areas and identify new priority areas for funding.
- Grant Funding Research – Conduct research to identify grant resources including, but not limited to federal, state, foundation, agencies and organizations that support the City’s funding needs and priorities in the following general areas by way of illustration but not limitation:
 - Community/Economic Development
 - Affordable Housing
 - Workforce Development
 - Criminal Justice Technology and Programs
 - Infrastructure Development and Maintenance
 - Tourism, Parks, and Recreation
 - Transportation/Highway /Sustainability/Transit
 - GIS Geographic Information System
 - Etc.
- On-call Grant Research – In addition to the areas defined above other areas may be also identified through the Funding needs analysis process and throughout the duration of the contract.
- Grant proposal Development – Provide grant proposal writing services associated with the completion of grant applications on behalf of the City, including the preparation of funding abstracts, production and submittal of applications to funding sources. A copy of each grant application submitted is to be provided to the City of Seaside.
- Monthly reports – the successful consultant shall submit monthly reports to the City summarizing the amount of time expended and describe activities undertaken during the previous month.



**Request for Proposal for Grant
Writing Services**

**Submitted
November 22, 2021**

www.californiaconsulting.org

**214 Main Street, Suite 102
El Segundo, CA 90245**

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November 22, 2021

City of Seaside
Trevin Barber, Assistant City Manager
440 Harcourt Avenue
Seaside, CA 93955

California Consulting, Inc. is pleased to provide this response to the **Request for Proposal for Grant Writing Services** and to introduce the California Consulting Grant Writing Services and Team to the City of Seaside.

Founded in 2004, California Consulting, Inc., a California Corporation, is the largest grant writing firm in California and has developed an expertise in representing municipalities and has extensive experience with federal state and local grant opportunities. California Consulting has exceptional skills in effective and persuasive grant writing for municipalities. Our team has written over 1200 competitive successful federal, state, and private foundation grant applications that have been awarded to our clients. We are honored to provide grant writing services to the following cities of Patterson, Albany, Fairfield, Glendale, Manteca, Newman, Waterford, Redwood City, Cupertino, Palo Alto among others.

California Consulting has secured over \$1.6 billion through the company's combined efforts as noted in our website www.californiaconsulting.org. Our aggressive, hard-working, and results-oriented style has translated into success for our clients. Our grant writers have developed municipal subject matter expertise in writing federal and state competitive application specifically with public safety agencies, infrastructure improvement, parks, recreation, technology community development and capital assets, as evidenced by our many municipal award-winning applications. Our team has also provided extensive grant administration and post award compliance reporting for awarded federal and state grants with the City of Albany and Napa District Attorney's Office, among many other public agencies.

California Consulting main office is located 214 Main Street, Suite 102, El Segundo, California 90245 and maintains an office located 1999 Harrison, 18th floor, Oakland, California, 94612. The Contact Person authorized to sign and bind the firm in contract is Steve Samuelian, CEO. He may be reached at (323) 728-9002 or via email at steve@californiaconsulting.org. or, the contact person regarding this RFP is Dan Rodriguez, Director of Operations. He may be reached at (323) 728-9002 or dan@californiaconsulting.org. In addition, California Consulting has a Bay Area office located in Oakland and a Senior Associate responsible for our Bay area client relations. We also have our Director of State Programs, Miriam De Loza based in Sacramento.

A handwritten signature in blue ink, appearing to read 'S. Samuelian'.

Steve Samuelian, CEO

Firm Qualifications

Founded in 2004, California Consulting has offices in Northern, Central, and Southern California and is a proud sponsor of Municipal Management Association of Northern California (MMANC), California City Management Foundation (CCMF), and League of California Cities. We currently have approximately 80 clients statewide consisting of approximately 40 cities, almost 30 school districts, several non-profit, and private sector clients. We have 26 team members from Chico in the North to San Diego in the South. California Consulting continues to grow and the majority of our new clients come from referrals from existing clients. We have built a solid reputation by effectively communicating with our clients and working hard for them. California Consulting is the largest grant writing firm in California. We have secured over \$1.6 billion for our clients since inception through grant writing and governmental affairs efforts combined. California Consulting is a full-service grant writing firm. We are experts in the fields of grant research and identification, preparing comprehensive and concise grant application packages, submitting grants in a timely fashion and follow through after the grant has been submitted. California Consulting subscribes to a wide range of grant sites that allows us to track current and upcoming grants for use with our clients.

Through years of experience, our grant writers have a proven track record of success and have mastered their skills of identifying, researching, and obtaining funding for significant projects at every level of government. Our aggressive, hard-working, and results-oriented style has translated into millions of dollars for our clients. Our grant writers are diligent and stay current on every Federal, State, and private grant available on a myriad of different topics and public policy areas. We have written over 1200 competitive successful grant applications that have been awarded.

California Consulting is the leader in the grant writing industry. We have set the standard for the following:

1. Thorough knowledge of policy and subject matter grant writing expertise
2. Collaborative team approach to grant writing for every client
3. Grant advocacy for each client
4. Extensive grant administration, grant management, and grant reporting/compliance experience.

California Consulting staff is experienced in all facets of grant research, grant writing, and grant management. We have a thorough understanding of our client's needs through open and continual communication. Our grant writers have almost 400 years of grant writing experience combined. California Consulting works collaboratively with our clients to create a strategy identifying funding opportunities that align with the client's needs, whether it's at the Federal, State, or Private Foundation level. California Consulting is committed to the following:

- Identifying client projects and pairing those projects with funding opportunities
- Developing quality grant applications
- Advocating for your grant application during the selection process
- Conducting professional grant reporting, administration, and post-award compliance.

California Consulting Team meets via Zoom or conference call with clients to conduct a needs assessment at the outset of the contract in order to identify the Client's goals. We are extensively

experienced and very capable of arranging and attending any meetings on behalf of the City. The Project Manager assigned to the City of Seaside will be the main points of contact. Our team will meet with the Client immediately and continue to meet with Client monthly to ensure an accurate and quality work product. As well, California Consulting will submit a written monthly report on the first day of each month to the City for all activities conducted for the City in the prior month.

Methodology and Approach

California Consulting is a full-service grant writing firm. Our team members are experts in the fields of grant research and identification, preparing comprehensive and concise grant application packages, submitting grants in a timely fashion, and follow through after the grant has been submitted to determine the status of the application.

California Consulting has a fundamental business philosophy founded on open communication and tailoring the grants we pursue to fit our client's needs.

1. **Funding Needs Analysis:** *(In-Depth Meeting with Department Heads to review priorities and funding needs).* Our team members learn about the client at the outset of the contract by conducting an in-depth Needs Assessment. Each client is assigned to a lead Project Manager and this Project Manager meets with the client regularly and on an ongoing basis. This relationship building is the key to keeping the grants pursued on target with the client's overall goals.

Sample questions asked during the Needs Assessment:

- a) *List and describe any program initiatives or priority projects.*
 - b) *What needs, projects, or content areas would you like to target for funding? Client can list specific projects or general areas in which you have funding needs.*
 - c) *List any grants for which you are considering applying or have decided to apply. In addition, please list what kind of grant-writing support would be helpful for each grant.*
 - d) *List past grants that have been funded.*
 - e) *List past grant applications you would like to revise and submit again.*
 - *The Client will provide an established point of contact for California Consulting's Project Manager for contact regarding the grant.*
 - *California Consulting will have reasonable access to the required information and documentation required to complete the grant on behalf of the Client.*
 - *The Client will provide the required information and documentation in a timely manner in order for California Consulting to submit the grant by deadline.*
 - *California Consulting will provide a monthly report listing the Grant Opportunities we recommend for the Client based on the input from the Staff through ongoing communication.*
 - *At the discretion of the Client, we will present a report to the City Council once per quarter, or as often as requested by the Client. The report will provide an update on grants written, grant in progress, and provide the Council Members an opportunity to offer their input on the direction of the grant research and identification conducted.*
 - *We will provide the Client with monthly reports on grants written, grants in progress, along with upcoming grant opportunities.*
 - *We will provide training to City Staff in preparation of successful grant proposals and applications.*
2. **Grant Funding Research and Identification:** Our Project Managers are experts in grant identification. Our team conducts thorough research on an ongoing basis. We have several grant related search engine and list service websites we subscribe to in order to research all current and upcoming Federal, State, and Private Foundation grants. We track current and upcoming grants in order to let our clients know what is available and what we recommend fit

their specific funding request. The Project Manager will assist the Client in deciding which grants fit best with the Client's projects as identified in the needs assessment. The Project Manager will advise the Client on the strength of the Client's project when competing for the grant and will make recommendations based on the Client's budget and ability to meet the grant requirements, as well as any other factors regarding grant agency guidelines. We focus our grant research on the following areas (partial list), but not limited to the following:

- Community/Economic Development
- Affordable Housing
- Workforce Development
- Criminal Justice Technology and Programs
- Infrastructure Development and Maintenance
- Tourism, Parks, and Recreation
- Transportation/Highway /Sustainability/Transit
- GIS Geographic Information System
- Community and Municipal Planning

3. **Grant Proposal Development:** We will write all sections of the grant application. Once a grant has been identified, we work with staff to interpret guidelines and gather information necessary for a strong proposal and application. We take our client's ideas and turn them into reality. By learning about the Client's history, needs, and how the award will positively impact the Client's project, we are able to communicate that information with a clear and concise grant package. When the client and California Consulting agree to develop a grant proposal, our team will develop a checklist and schedule. The checklist and schedule will include what items the Client and California Consulting will each be responsible for and a detailed schedule. The actual writing of the application is California Consulting's responsibility. California Consulting retains copies of all grant applications that we submit and will provide a copy to the client.

Below is a list of general tasks for our grant process:

- a. *Create a task timeline with due dates and ensure the proposed project meets the grant agency's requirements*
 - b. *Review similar successful grant applications and apply where possible*
 - c. *Collect information on the project*
 - d. *Meet with staff to create an accurate scope of work, budget, timeline, narratives, and cost analysis*
 - e. *Attend pre-proposal conferences, webinars, as necessary*
 - f. *Coordinate with local agencies and organizations as needed when applying for collaborative grants*
 - g. *Obtain letters of support, when necessary*
 - h. *Work with staff to determine if Board approval is required for submission and work with staff to prepare staff report for City Council*
 - i. *Draft proposals and send to staff for review*
 - j. *Incorporate staff edits in final drafts*
 - k. *Ensure grant application is in the appropriate format with the required number of copies and all other grant requirements are met*
 - l. *Submit completed application timely*
 - m. *Monitor funding agency until grant awards are announced*
 - n. *Obtain agency feedback if grant is not awarded and provide Client with findings and advice on future applications*
4. **Preparation of Grant Application Documentation:** The Project Manager will be responsible for preparing any associated exhibits and presentations related to the grant application. The

Project Manager will prepare any studies required related to the grant application. If the study requires the services of a sub-consultant, the Project Manager will assist the Client in developing an RFP/Q in an effort to obtain a qualified sub-consultant for these services. The Project Manager will review and assist the Client in the preparation of plans, specifications, bid documents, and other documents prepared by the Client or other consultants to ensure grant requirements are in compliance.

5. **Grant Review and Approval Process:** California Consulting takes pride in our impeccable grant applications. We have been successful in obtaining over 1200 grant awards due to our thorough quality assurance measures. Our Grant Managers conduct group meetings with all Project Managers twice. In addition, our Grant Managers meet individually with each Project Manager regularly to ensure quality control. These meetings thoroughly discuss the client's needs, what grants are being worked on and other grants that are good fit for the Client. The review processes ensure the best quality product prior to final submission.
6. **Project Schedule:** We create a precise project timeline to ensure the grant is submitted on time. This timeline not only captures the submission deadline, but establishes internal deadlines/checklist in order to obtain the information needed for a quality submission.
7. **Timely Submission:** We create a precise timeline to ensure the grant is submitted on time. This timeline not only captures the submission deadline, but establishes internal deadlines in order to obtain the information needed for a quality submission.
8. **Grant Administration:** Some grants require post award compliance, reporting, and administration. California Consulting will prepare required agency reports and submit them by the required due date. We propose that to the extent legally allowed; the Client hire California Consulting as grant administrators when dollars are available from within the grant (at no additional cost to the Client). When grant dollars from the grant are not available for administration, reporting, and evaluation purposes we have the ability to provide these services at an hourly rate. If a client is on the monthly retainer model the grant reporting and administration is included in our scope of services.
9. **Progress Reports:** California Consulting will prepare a monthly written report for the Client reflecting grants in progress, grants submitted, and grants awarded. This will provide the Client with a clear and concise written document each month that details our work status. Our staff is readily available to present this information to the City Council as requested by the Client. Our Project Managers along with the Director of State Programs will participate and attend monthly meetings to report on work and provide updates as required by the Client.
10. **Workshops and Community Training Webinars:** California Consulting is proud to provide regular grant writing municipal workshops /Zoom webinars (links below), hosted by local elected officials throughout the state of California. Our Northern California host have included U.S. Representative Jeff Denham, Assemblyman Robert Rivas, Assemblyman Villapudua, and Municipal Management Association Northern California (partial list). We also distribute a monthly newsletter (links below), and conduct regular grant writing training to our clients on YouTube: <https://youtube/CQ6d-fhMFkw>

2021 Newsletters

November- <https://conta.cc/3CqQDQ2>

October- <https://conta.cc/3mszeAF>

September - <https://conta.cc/3CKjdN5>

August- <https://conta.cc/3AO0Y8w>

Webinar Links

MMASC Webinar- <https://conta.cc/3C4CPKM>

Supervisor Chaffee and Assemblywoman Quirk-Silva Webinar- <https://conta.cc/3n56lfa>

Senator Caballero Webinar- <https://conta.cc/3wx5Y0l>

Senator Durazo Webinar- <https://conta.cc/3C3Eb8I>

Gilroy Chamber of Commerce, Morgan Hill Chamber of Commerce, and ASM Robert Rivas
- <https://conta.cc/3koS0ZB>

Municipal Grant Awards *(partial list)*

California Consulting is pleased to provide our work experience below for different federal, state, and private foundation grants we have written and been awarded on behalf of our municipal clients.

Grant Name	Client Name	Award Amount
Alameda County Transportation Commission-Comprehensive Investment Plan (CIP)	City of Albany	\$958,073
Hazard Mitigation Program Grant	City of Oroville	\$508,220
Santa Monica Mountain Conservancy Prop 8	Rancho Simi Recreation and Park District	\$1,000,000
Emergency Solutions Grant – Corona Virus 2 (CV-2)	City of Fairfield	\$3,500,000
San Joaquin COG - CMAQ	City of Stockton	\$1,040,000
Cultural, Community, and Natural Resources Grant Program - Step 3	City of Twentynine Palms	\$2,000,000
Prop 1 Stormwater Grant Program	City of Baldwin Park	\$12,500,000
Public Works and Economic Adjustment Assistance (CARES Act Supplemental Funding)	City of Twentynine Palm	\$2,217,668
Recreational Trails and Greenways	Rancho Simi Parks and Recreation District	\$1,086,986
Carl Moyer Grant	City of El Monte	\$1,377,581
Highway Safety Improvement Plan	City of Manteca	\$1,934,640
Emergency Services Grant	City of Fairfield	\$113,142
Measure W-Safe Clean Water Program Regional	City of Baldwin Park	\$14,700,000
SAFER	Cosumnes Community Services District	\$7,126,891
Measure A Competitive Grant Program	City of Baldwin Park	\$1,300,000
Coronavirus Relief Fund, CARES ACT Dollars Allocation	City of Compton	\$1,210,414
Local Housing and Allocation Formula Grant	City of Fairfield	\$3,500,000
Permanent Local Housing and Allocation Formula Grant (2nd)	City of Baldwin Park	\$2,440,890
Boating Infrastructure Grant (BIG)	San Mateo County Harbor District	\$1,500,000

Recreational Trails and Greenways	City of Twentynine Palm	\$921,400
Project Homekey	Housing Authority of the County of San Bernardino	\$1,100,000
CALFIRE Volunteer Fire Assistance	City of Newman	\$11,250
Prop. 68 - Statewide Park Development and Community Revitalization Program (SPP)	City of Westminster	\$1,290,131
Prop. 68 - Statewide Park Development and Community Revitalization Program (SPP)	City of Bell	\$4,499,388
Prop. 68 - Statewide Park Development and Community Revitalization Program (SPP)	City of Baldwin Park	\$2,552,998
Prop. 68 - Statewide Park Development and Community Revitalization Program (SPP)	City of San Fernando	\$1,114,245
Prop. 68 - Statewide Park Development and Community Revitalization Program (SPP)	City of Bakersfield	\$3,012,385
Urban Greening grant	City of Patterson	\$1,808,145
Energy Conservation Assistance Act Low Interest Loan	City of Patterson	\$2,876,172
Land and Water Conservation Fund	City of Bakersfield	\$3,000,000
CA Census 2020: Regional Administrative Community-Based Organization Outreach	Ventura County Community Foundation	\$1,115,370
CA State Parks OGALS California Youth Soccer Recreation and Development Program	City of Modesto	\$1,000,000
County of Fresno Mental Health Services	North Star Family Group	\$3,000,000
Energy Conservation Assistance Act Low Interest Loan	City of Patterson	\$2,876,172
USDOE ARRA Recovery Act Smart Grid Demonstrations Grant - West Village Project	Chevron Energy Solutions	\$2,500,000
USDOE Energy Efficiency and Conservation Block Grant (EECBG)	Fresno County	\$3,151,300
CALFIRE Urban Forest Improvement and Expansion Grant	City of Maywood	\$220,000
WaterSMART Water and Energy Efficiency Program	City of Needles	\$213,826
Children's Environmental Health Initiative	TreePeople	\$74,817
Santa Monica Mountain Conservancy - Proposition 1	TreePeople	\$150,000
CalFIRE Urban and Community Forestry Leafing Out Grant	City of Patterson	\$51,544
Shuttered Operations Grant	City of Vacaville	\$216,146

Active Transportation Program	City of Patterson	\$99,000
Active Transportation Planning Grant	City of Patterson	\$75,000
CalFIRE Urban and Community Forestry Management for GHG	City of Patterson	\$150,400
PDA Planning Grant	City of Vacaville	\$350,000
Active Transportation Program (Cycle 5)	City of Waterford	\$945,631
FEMA Assistance to Firefighters Grant (AFG)	City of Vacaville	\$93,300
Public Works Economic Assistance	City of Vacaville	\$187,500
Cal Fire Urban Forestry Improvement & Expansion	City of Carson	\$267,915
CA State Parks/OGALS Land Water Conservation Fund	City of Oakley	\$413,515
USDOJ COPS Hiring Program	Santa Paula USD/City of Santa Paula PD	\$750,000
USDOJ COPS Hiring Program	City of Huntington Park	\$1,125,000
USDOJ COPS Hiring Program	City of Orange Cove	\$125,000
USDOJ COPS Hiring Program	City of Chowchilla	\$189,100
HRSA Mental Health Services Expansion	Comprehensive Community Health Centers	\$500,000

By the Numbers (Return on Investment)



\$7,750,948
Grant Awards
21530% ROI



\$37,951,412
Grant Awards
14,883 % ROI



\$6,823,061
Grant Awards
2173% ROI



\$4,390,000
Grant Awards
3658% ROI



\$2,850,889
Grant Awards
1825% ROI

Project Management Team

California Consulting will provide a project management team that will work in collaboration with your project managers to provide full grant writing services. The resumes listed below include qualifications, background, relevant skills, and number of years of experience in providing professional grant writing services.

Steve Samuelian, CEO has held various leadership posts during a career spanning over 37 years. Steve was born and raised in the L.A. area and began his political and civic involvement in Los Angeles in 1982. In January 1995, Steve was appointed as Field Director for Congressional District 19. He was later promoted to District Director overseeing the 19th Congressional District Office staff and District operations for the Congressional office, where he served in this capacity for 8 years. In 2002, Steve was elected to the California State Assembly representing the 29th Assembly District. He was appointed to the Assembly Appropriations Committee by the Speaker and served as the Vice-Chairman of the Assembly Elections and Redistricting Committee. Previously, Steve was elected to the Board of Directors of the L.A. County Business Federation (BizFed) where he was an elected Executive Committee Member serving as an Officer for one of the largest business organizations in the U.S. Additionally, Steve has been the recipient of several different awards from the L.A. County Business Federation (BizFed) including the “Ambassador of the Year” award in 2018. BizFed is one of the nation’s largest and most prominent business organizations with many Fortune 500 corporate members. Steve serves as the Co-Chair of the USC Unruh Institute Ambassador Program <http://dornsife.usc.edu/unruh/ambassador-press-release/>. In January 2020 Steve was appointed as Vice-Chairman of the Athenian Leadership Council, the primary fundraising organization for the USC Sol Price School of Public Policy. January 2019, Steve served as the Host Committee Chairman for the USC Sol Price School of Public Policy 90th Anniversary Gala at L.A. District Hall. The event was attended by hundreds of USC alumni, supporters, and several prominent elected officials. In 2017, Steve was asked to speak to Master’s Degree students at the UCLA Luskin School of Public Affairs and also moderated a panel sponsored by UCLA Luskin in 2016 dealing with the topic of Economic Development in L.A. County. In 2018, Steve was the recipient of an “Outstanding Achievement” award presented to him by the Consulate of the Republic of Armenia in Los Angeles. Steve has served on the Board of Directors of a Chamber of Commerce, a County United Way, and a Crime Stoppers organization. He has also been quoted in national, state, and local print and electronic media outlets regarding a variety of public policy issues. He has been a guest speaker for many associations (partial list) including League of California Cities, Independent Cities Association, Contract Cities Association, California School Board Association (CSBA), Municipal Management Association of Northern California (MMANC), and others. Steve Samuelian founded California Consulting in 2004 the state’s largest grant writing company and the firm quickly established a reputation for hard work and a commitment to success for its clients.

Dan Rodriguez, Director of Operations. Dan has been with the firm for over five years. Dan was a former elected official for the City of Pomona and appointed Vice-Mayor where he co-chaired the Mayor’s Violence Prevention Task Force resulting in the formation of the Pomona Youth Commission and the Pomona’s Youth and Family Economic Development Master Plan. Prior to being appointed Vice-Mayor, Dan was employed with the Pomona Unified School District as a High School

Police Officer, Child Welfare Attendance Manager, and the Superintendent's Special Liaison for over 15 years. He has held various positions as government relations with municipalities and agencies specializing in business development and investor relations consulting. Dan was a former Los Angeles County Business Federation(BizFed) Business Development and Investment Relations Consultant, and CEO for the Boys and Girls Clubs for Brea-Placentia-Yorba Linda for 7 years, and served as Board Chair for Pomona Valley Boys & Girls Club. Dan earned his Master's Degree from Biola University, La Mirada, CA.

Project Managers

At California Consulting, we operate using a collaborative team approach to grant writing and grant management. All individuals listed below are highly successful grant writers with an excellent track record. Ashley Ramsey, Senior Project Manager, manages all grant writing efforts and will assist the team whenever necessary.

Ashley Ramsey, Senior Project Manager. Ashley has been with the firm for over five years. She has a Bachelor's of Science in Planning with an emphasis in Regional and Environmental Policy and Planning from the Massachusetts Institute of Technology and has written many federal and state grant applications that have been awarded. She has professional experience in health care administration, quality control and regulatory compliance for biologics, and early childhood education. Ashley also has experience in starting and operating an educational community service organization and a biotech firm, and is subject matter expert in transportation planning, social program design, and healthcare access projects.

David Marquez, Senior Project Manager. David has been with California Consulting for over ten years. He is focused on developing capacity building and community development related services on behalf of non-profit agencies, local government, and the private sector to serve the diverse communities of Los Angeles. He has extensive experience and familiarity in the area of community and economic development, social and health services, and planning and land use issues. He has combined his knowledge of varied issues with his experience in policy development, coalition building, grant management, fund development, and local government to develop both strategies for issue-oriented advocacy and program sustainability for his clients. David served as Chief Deputy of Legislation and Policy for former Los Angeles Councilmember Mike Hernandez, where he managed the legislative and planning staff. He began his career as a community organizer, over twenty years ago in East Los Angeles. He graduated from the University of La Verne with a Bachelor of Arts in History and International Studies.

Karen Simpson, Senior Project Manager. Karen has been with California Consulting for seven years and has over 30 years of grant writing experience. She has served within municipal government for almost 30 years for the Cities of Los Angeles and Pomona. Ms. Simpson has garnered her grant-writing skills for federal and state funding opportunities from multiple community and economic development programs. She has extensive knowledge and training in grant program management, grant research, grant writing, and post-award program compliance. Ms. Simpson is skilled in building collaboration between community-based organizations, faith-based entities, educational entities, and social institutions, which resulted in Federal grant awards totaling \$10.4 million in less than seven years. She has written grants addressing economic development, housing improvement, and lead-hazard control. Karen has extensive experience in working with non-profit

organizations providing grant writing services, capacity building, and funding strategies to help meet needs in underserved neighborhoods.

Jaimie Lewis, Project Manager. Jaimie has been with the firm for over two years and has a background in finance, budgeting with over 10 years of grant writing experience. Prior to joining California Consulting, Jaimie served as a grant writer and financial analyst for Omnitrans, San Bernardino County's transportation provider and assisted with projects for the 5310 program, authored vanpool grant (CMAQ Funds), assisted with TIGER grant, managed FTA 5307 funds which funded the San Bernardino Transit Center project, assisted with the Metrolink expansion project in the District of Rialto: Sub Recipient Manager for Measure I Funds and performed the milestone reporting for FTA funding. Jaimie's experience also includes work for the County of San Bernardino as a public health grant auditor, the State Agency of Equalization as a sales and use tax auditor and a small business owner for several businesses she founded. Jaimie has extensive knowledge in grant post award management and milestone reporting, worked with many municipalities and numerous non-profits in the Southern California region, and has written and assisted in the grant management and monitoring efforts for many organizations. She is a graduate of California State University, Northridge, and earned her Bachelor's Degree in business administration and Master's Degree in public administration. Jaimie has written competitive grants and discretionary grant to aid in the awarding of over \$48 million in federal, state and private funding.

Cecily Harris, Project Manager. Cecily has over 35 years of experience working for numerous nonprofit organizations and municipalities as staff, consultant, or volunteer. Her niche has is on the business side of fund development, government relations, marketing communications, program development and implementation, community engagement, and education. Her passion is grantsmanship— the research, writing, and managing of foundation and government grants. Cecily served on numerous nonprofit organization Board of Directors, was appointed to several city, regional, and State of California committees and commissions. Other recent community service placements included Board Member on the San Francisco Bay Trail Project, Advisory Board Member on the San Francisco Bay Area Water Trail and Commissioner on the State Boating and Waterways Commission. She now serves on the Metropolitan Council Parks and Open Space Commission, Park and Trails Legacy Advisory Committee as well as serving on the Boards of ArtReach St. Croix, Gateway Browns Creek Trail Association, and North Woods and Waters of the St Croix Heritage Area. Cecily earned a Bachelor of Science degree in Renewable Natural Resources, Wildlife Sciences from the University of Arizona and a Masters of Business Administration, Marketing from Golden Gate University.

Miriam De Loza, Director of State Programs. Miriam's position gives California Consulting, a hands-on presence in Sacramento with state agencies that dispense grant funds. She is based in Sacramento and holds a bachelor's degree in Business Administration with a concentration in Accounting from CSU, Sacramento. Miriam's professional experience includes working for the State of California and private sector in accounting and finance. She began her career with the California Prison Industry Authority and held various roles within their Inventory Management Unit. Miriam then transitioned to the California High Speed Rail Authority where she joined the Budgets team and served as a financial analyst reporting on various federal grant and state funding uses. She oversees our relationships with California State Agencies.

Client References

California Consulting is privileged to provide some of our current clients as references.

1. Client Name: City of Fairfield
Contact Name: Dawn La Bar, Special Projects Manager
E-Mail: dlabar@fairfield.ca.gov
Contact Number: (707) 428-7749
Project Description: Local Housing and Allocation Formula Grant Project
Grant Award: \$3,500,000
2. Client Name: City of Baldwin Park
Contact Name: Manny Carrillo, Director of Parks and Recreations
E-Mail: mcarrillo@baldwinpark.com
Contact Number: (626) 813-5245 ext. 314
Project Description: Prop 1 Stormwater Grant Program
Grant Award: \$12,500,000
3. Client Name: City of Albany
Contact Name: Devora Zauderer, Management Analyst II
E-Mail: dzauderer@albanyca.org
Contact Number: (510) 524-8170
Project Description: Grant Administration – State and Federal Grants
4. Client Name: City of Patterson
Contact Name: Ken Irwin, City Manager
E-Mail: kirwin@ci.patterson.ca.us
Contact Number: (209) 895-8010
Project Description: Urban Greening Grant
Grant Award: \$1,808,145



Cost Fee Schedule

California Consulting offers three (3) different pricing options for Grant Writing Services.

Pricing Option 1: Monthly Retainer

California Consulting's monthly retainer services include all grant research, grant identification, grant writing, and post award administration as needed. Items 1 – 10 under Grant Writing is included in the Monthly Retainer Services. Below is a more detailed scope of work:

Task	Included in Price
Meet with Client Staff to ascertain needs and goals	√
Conduct background research as requested by Client	√
Provide advice on best grants for Client to pursue based on project and grant requirements and guidelines	√
Attend meetings in person or by teleconference as necessary	√
Develop schedule for grants chosen by Client	√
Preparing and writing all grant applications chosen by Client	√
Develop evaluation strategies in accordance with funding agency's instructions	√
Adhere to decisions made by Client relating to grants	√
Write all sections of grant applications and proposals	√
Draft and finalize grant language with direction of Client	√
Ensure timelines for grant submittal are met	√
Monthly reports to include grants in progress, grants submitted, and grants awarded	√
Regular communication via email and/or phone regarding upcoming grant opportunities	√
Grant administration and post award compliance as needed	√

We propose a flat monthly rate of **\$4,000**, plus reimbursement of out-of-pocket expenses for services explained above.

Pricing Option 2: Per Grant

We propose an agreement for a Per Grant basis, plus reimbursement of out-of-pocket expenses. Items 1 – 10 under Grant Writing are not included in the Per Grant Services. The following is a breakdown of cost per grant:

Grant Amount Request	Cost
Up to \$10,000	\$1,500
\$10,001 - \$50,000	\$4,000
\$50,001 - \$100,000	\$5,500
\$100,001 - \$250,000	\$7,500
*Over \$250,000	\$9,000 - \$12,000

**Cost will be determined based on complexity of grant preparation for grant requests exceeding \$250,000*

Grant research, grant identification, and grant administration can be provided at an hourly rate of \$125.00. For research completed at an hourly rate, client may specify a “not to exceed” amount.

Pricing Option 3: Hourly Rate

We propose a cost on an Hourly Basis, plus reimbursement of out-of-pocket expenses. Our Hourly Rate is **\$125.00 per hour** for all grant writing services by one of our Project Manager.

City of Seaside

Request for Proposal



Grant Writing Services

Date Issued: Friday, October 22, 2021
Date Due: Monday, November 22, 2021, 4:00 P.M.
440 Harcourt, Seaside, CA 93955

The Qualifications Proposal and Cost Proposal must be submitted in separate envelopes clearly identified and marked:

"Request for Proposal
Grant Writing Services
QUALIFICATIONS"; and

"Request for Proposal
Grant Writing Services
COST PROPOSAL"

Electronic submissions are acceptable to tbarber@ci.seaside.ca.us

All questions regarding the Request for Proposal must be submitted in writing. Please send all questions regarding this Request for Proposal in writing via email to Trevin Barber, Assistant City Manager at tbarber@ci.seaside.ca.us.

Section I – Introduction

The City of Seaside (“City”) invites qualified candidates to submit proposals for contractual grant writing services. The City is seeking to contract with an individual or firm that specializes in the management of the overall grant process and can assist the City to maximize the benefits of grant funding.

It is the intention of the City to apply for grants which address documented City needs associated with service delivery and necessary capital infrastructure improvements. In addition, it is the intent of the City to apply for grants which not only are consistent with identified City needs but those grants that can be properly and efficiently administered by staff taking into account existing duties and responsibilities. The goal of the City’s grant program is to secure funding for services and projects which the City otherwise would be required to utilize local tax dollars. The City is particularly interested in any opportunities that may be available with the Economic Development Administration’s Investing in America’s Communities American Rescue Plan Programs: Economic Adjustment Assistance, Travel, Tourism, and Outdoor Recreation; Affordable Housing; California Cannabis Control grants; planning technical assistance grants; and water infrastructure funding.

Section II – Deliverables

The following are typical services and/or items that the successful consultant will be required to provide the City if it is awarded the contract and should be addressed in each proposal.

- Funding needs analysis – Work with the City’s departments to assess the validity of current funding priority areas and identify new priority areas for funding.
- Grant Funding Research – Conduct research to identify grant resources including, but not limited to federal, state, foundation, agencies and organizations that support the City’s funding needs and priorities in the following general areas by way of illustration but not limitation:
 - Community/Economic Development
 - Affordable Housing
 - Workforce Development
 - Criminal Justice Technology and Programs

- Infrastructure Development and Maintenance
 - Tourism, Parks, and Recreation
 - Transportation/Highway /Sustainability/Transit
 - GIS Geographic Information System
 - Community and Municipal Planning
- On-call Grant Research – In addition to the areas defined above other areas may be also identified through the Funding needs analysis process and throughout the duration of the contract.
 - Grant proposal Development – Provide grant proposal writing services associated with the completion of grant applications on behalf of the City, including the preparation of funding abstracts, production and submittal of applications to funding sources. A copy of each grant application submitted is to be provided to the City of Seaside.
 - Monthly reports – the successful consultant shall submit monthly reports to the City summarizing the amount of time expended and describe activities undertaken during the previous month.

Section III - Proposal Contents & Submittal Requirements

Proposers must submit a detailed proposal which includes, at a minimum, the following:

- Cover Letter
- Define the methodology/approach to be used to identify the needs of the City which would be eligible for funding through grants, including whether costs will be hourly or per grant written and submitted.
- Detail the procedure you would utilize in identifying grants which would address the needs identified as above.
- Generally, detail the involvement and role of City staff and City resources in the grant writing process. Describe, in detail, the process you would utilize to prepare the actual grant application.

- List your experience in the identification and preparation of grants for municipalities. Specifically, detail your experience with federal and state grants for public safety agencies, infrastructure improvement, parks, recreation, technology community development and capital assets.
- List up to five (5) funded grants which you developed detailing the funding source, amount requested and amount funded.
- Describe the background, experience and qualifications of the person(s) who will act as the grant writer and the qualifications of any staff who will assist with the preparation of grant applications (include their role, education, relevant experience and related qualifications)
- Provide at least three (3) references including the name of contact, affiliation, address, direct telephone number and email address.
- Describe in detail the fee structure you propose for providing grant writing services.

All proposals must be received no later than Monday, November 22, 2021 at 4:00 pm. Electronic submissions are acceptable to tbarber@ci.seaside.ca.us. Postmarks will not be accepted.

Section IV - Questions

All questions regarding this RFP should be directed via email to tbarber@ci.seaside.ca.us. All questions and answers will be distributed to any person or firm who has expressed interest. Any questions must be submitted no later than Thursday, November 10, 2021.

The City of Seaside will be the fiscal agent for this project. The selected firm will submit invoices to the City of Seaside. The City's standard form Professional Services Agreement is available on request; insurance and requirements appear below in section VI.

Section V - Selection Process

A Selection Committee will be established. Any firm(s) selected for further

review may be invited for an interview or may be asked for further information for internal review. The final selection will be approved by the Seaside City Council at a yet to be determined date. Final action will include the selected applicant entering into an agreement.

The City of Seaside reserves the right to reject any and/or all submittals, wave provisions of this RFP, issue subsequent RFPs, cancel the RFP, waive technical errors in responses to this RFP and negotiate with any, all or none of the respondents to this RFP.

Section VI – Additional Information

Extension of Deadline – In the event the City elects to extend the deadline for submittal of RFP, all applicants will have the right to revise and resubmit their proposal.

Right to Cancel – The City reserves the right to cancel the request for proposals (RFP), modify any requirements contained within the RFP and request a revised submission from all suppliers, and to establish other evaluation criteria determined to be in the best interest of the City. The City shall also have the right to refrain from awarding the contract altogether. The City can change any aspect of, terminate, or delay this RFP, the RFP process and/or the program which is outlined within this RFP at any time, and notice shall be given in a timely manner thereafter.

Award – Any contract(s) for this Project will be awarded to the qualified Proposer(s) able to effectively negotiate terms for the project(s) that provide the best value to the City as determined solely by City and its agents. The Selection Committee, on behalf of the City reserves the right to reject any or all proposals, to waive any irregularity in any proposal and to determine which, in its sole judgment, best meets the goals of this RFP. The successful provider will be required to enter into an Agreement with the City which will include the requirements of this RFP as well as other requirements to be determined. The City reserves the right to negotiate the price, terms, and scope of services with the proposer, prior to entering into the Agreement. Prior to award of the contract, the City reserves the right to request additional information regarding the history of operations of the Proposer and its principals. In addition, filed review of existing equipment, facilities and operations may be conducted by the City.

No prior, current or post award verbal conversations or agreements with any officer, agent, or employees of the City shall affect or modify any terms

or obligations of this RFP, or any contract resulting from this procurement.

No Award – Recipients of this RFP are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting, offering or awarding a contract, representation or agreement of any kind.

Non-Acceptance – Non-acceptance of any proposal will not imply any criticism of the proposal or convey any indication that the proposal or proposed system or equipment was deficient. Non-acceptance will mean that another proposal was deemed to be more advantageous to the City or that no proposal was deemed acceptable.

Not Liable for Costs – The City of Seaside is not liable and will not be responsible for any costs incurred by any provider(s) for the preparation and delivery of the RFP responses, nor will we be liable for any costs incurred prior to the execution of an agreement, including but not limited to, presentations by RFP finalists.

Property of the City – Responses to this RFP will become the property of the City of Seaside, and will form the basis of negotiations of an agreement with the apparent successful provider.

Waiver of Irregularities – The City of Seaside reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

No Obligation to Buy – The City of Seaside reserves the right to reject any or all proposals at any time without penalty and from contracting with any provider. The release of this RFP does not convey the initiation of a purchase.

Withdrawal of Proposals – Providers may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the provider must be submitted to the RFP Contact. The provider may submit another proposal at any time up to the proposal closing date and time.

No proposal shall be withdrawn after the date and time set for opening thereof, and all proposals shall remain in effect for one hundred and eighty (180) days after the final proposal submission date.

Errors in Proposal – The City of Seaside will not be liable for any errors in provider proposals. Providers will not be allowed to alter proposal documents after the deadline for proposal submission. Corrections or amendments due to errors identified in the provider's Proposal may be accepted if this type of correction or amendment is due to typing,

transposition or any other obvious errors. Providers are liable for all errors or omissions contained in their proposals.

Non-Responsive Proposals – Proposals deemed non-responsive will be returned to the proposer.

Non-Assignability - The Provider shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City of Seaside.

Non-Discrimination - The Provider shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this contract, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

Payment Terms - The Provider shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Provider all uncontested amounts set forth in the Provider's bill within 30 days after it is received.

Ownership of Reports and Data - The originals of all studies, reports, exhibits, documents, data and/or other work/material(s) prepared and/or used to comply with any section/condition of these specifications, plus any copies of same required by the agreement to be furnished to the City, shall be deemed to be public records which shall be open to inspection by the public and, as such, shall become and remain the Property of the City.

Amendments to Request for Proposal - The City reserves the right to amend the Request for Proposal by addendum prior to the final proposal submittal date.

Contract Term - This contract will cover services provided until services are rendered and deemed completed, unless upon mutual consent of the parties. The fee proposed by Provider must be valid for the entire period unless otherwise conditioned in the Proposal.

Non-Exclusive Contract - The City reserves the right to contract with other Professional Service firms during the contract term.

Insurance - The Provider shall meet all provisions, including, but not limited to, appropriate additional insured endorsements relating to insurance coverage as provided forth in Attachment 1.

Public Domain - All products used or developed in the execution of any contract resulting from this Request for Proposal will remain in the public domain at the completion of the contract.

Upon request, all proposals will be available for public review (except financial statements submitted under separate cover with a confidentiality request, which shall be disclosed only upon order of court with competent jurisdiction) once negotiations are complete and contract award is ready to be made to the successful proposer.

Required Timeframes - The office hours shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, so that the staff will be available to City staff.

Conflicts of Interest – Provider agrees to promptly notify City whenever a client of Provider has an interest in any project referred to Provider for professional services. In particular, Provider shall disclose any financial interest or relationship with any construction company that might submit a bid on the resulting construction project. The City may withdraw such project with no compensation due, if the Provider has a conflicting interest.

Conflict of Interest Disclosure - In accordance with California Government Code Section 87306, the Provider awarded a contract may be required to file a Conflict of Interest Statement. If such requirement is made, the filing must be no later than 30 days after the execution of the contract, annually thereafter prior to June 24th of each year for the duration of the contract, and within 30 days of termination of the contract. Failure to file any required statements will result in withholding payment for services rendered.

Inspections - City reserves the right to inspect the work being accomplished by the Provider at any time.

Assignment of Personnel - The Provider shall have City's approval prior making the change(s) in a project team assigned to a project.

Attachment(S):

1. Insurance, Indemnity, Duty to Defend

I. INSURANCE

- A. Contractor shall maintain and provide commercial general liability insurance, with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include

coverage for contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. *Any insurance proceeds available to Contractor in excess of the minimum limits and coverage set forth in this Contract and which is applicable to a given loss or claim shall be deemed by this Contract to be applicable to the City of Seaside.* A certificate of insurance evidencing this coverage shall be provided to the City prior to the start of any work under this Contract. The City's Risk Manager may from time to time increase the limits of the required insurance coverage.

- B. The City of Seaside is to be named as an additional insured with an endorsement in favor of the City.
- C. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain, or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
- D. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- E. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
- F. If Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Seaside.
- G. Contractor must also maintain worker's compensation insurance as required by State law.

II. INDEMNITY AGREEMENT

- A. Permittee shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with the Contractor's authorized activities under the terms of this permit unless solely caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents.
- B. It is expressly understood and agreed between the parties to this Contract that this is an agreement and contract for access to and for certain events to occur or work to take place on City property.

III. DUTY TO DEFEND

- A. As an express and material term of the City's issuance of this Contract, Contractor agrees to defend, at its sole expense, the Indemnitees from and against any and all Claims arising out of or related to the Contract. Contractor's duty to defend shall apply immediately upon demand from the Indemnitees for any injury or death to persons or damage to property occasioned by reason of or arising out of the acts or omissions of the City, its officers, employees and/or agents and the acts or omissions of Contractor, his/her/its agents, employees, subcontractors and/or any other person or entity performing work authorized by this Contract.
- B. In the event of any controversy, claim or dispute arising out of or relating to this Contract or the violation of any covenant contained herein, the prevailing party shall be entitled to receive from the losing party reasonable expenses, including attorney's fees and costs.
- C. The City Manager or his/her designated representative may, either at the time of the issuance of this contract or at any time thereafter until the completion of the work, prescribe such additional conditions as he/she may deem necessary for the protection of the public property or for the prevention of undue interference with traffic or to assure public safety.

City of Seaside
FY 22 Running Budget totals - budget amendments
As of 03/02/2022

Operating Budget		Approval Date
Adopted Surplus	\$ 107,278.00	6/17/2021
Less:		
MCWD Application	(40,000.00)	8/19/2021
Forklift	(35,027.00)	9/2/2021
Disaster Kleanup	(50,000.00)	10/7/2021
Parking Enforcement Vehicle	(80,525.67)	11/4/2021
Increase CSS grant	(105,459.00)	12/2/2021
Increase City Attorney - personnel budget	(16,721.75)	12/2/2021
Hdl - cannabis audit and consulting	(75,000.00)	12/2/2021
CA Consulting - Grant Writing Support	(60,000.00)	pending

Running total surplus/ (deficit): \$ (355,455.42)

Capital Budget/Unassigned Fund Balance		Approval Date
Projected Unassigned Fund Balance	\$ 12,966,234.00	6/17/2021
Less:		
Highland Otis Park	(62,669.00)	8/19/2021
Ellis Park	(390,818.00)	10/7/2021
Parking Lot	(1,240,000.00)	10/7/2021
Laguna Grande Improvements	(55,100.00)	11/18/2021
Fire Station #1 improvements (paint, doors, etc)	(329,761.30)	12/16/2021
Less:		
Operating deficit	(355,455.42)	

Running total, Unassigned Fund Balance: 10,532,430.28

Notes: Operating deficits are paid from unassigned fund balance.

Use of unassigned fund balance will also impact the 5 year forecast presented at the time of budget adoption.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ben Nurse, Housing Program Manager

DATE: February 3, 2022

**SUBJECT: ADOPT RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A PURCHASE AGREEMENT AND ALL REQUIRED
DOCUMENTS TO ACQUIRE THE REAL PROPERTY LOCATED AT
962 HILBY AVENUE IN THE AMOUNT OF \$500,000.00**

RECOMMENDATION

Adopt the resolution authorizing the City Manager to execute a purchase agreement and all other documents and authorizing the Finance Director to make the necessary transactions to purchase the property located at 962 Hilby Avenue (APN 012-371-005) for \$500,000.00 plus incidental acquisition costs.

BACKGROUND

On July 2, 2020, the City Council adopted a resolution to purchase the property at 956 Hilby Ave, given its proximity to the Oldemeyer Center and adjacency to Ellis Park, with the understanding that the acquisition of the property could "both secure future control of the property and provide an affordable dwelling for a Seaside family." The City purchased 956 Hilby Ave for \$450,000 on July 10, 2020.

On October 28, 2020, while managing the renovation of 956 Hilby Ave, the Housing Program Manager approached the owner of 962 Hilby Ave and inquired whether she would consider selling the property to the City. She said at that time that she might consider selling and would have to discuss it with her family. The Housing Manager kept the communication channels open over the next few months.

On January 4, 2022, during a scheduled call, staff shared with the owner the City's vision of acquiring her property to build affordable multifamily housing at the combined site of 956 and 962 Hilby Ave. She is excited to work with the City to make affordable housing at this site a reality for as many Seaside households as possible. In part to

support the City's affordable housing vision, the owner and her family have agreed to sell the property.

According to public record, 962 Hilby is 3 bedroom 2 bath at 1,649 sq. ft., larger than the City owned 956 Hilby, which is 2 bedroom 1 bath at 771 sq. ft. The two lots are about the same size.

The Council reviewed the potential purchase of the property in closed session on January 20, 2022, and authorized purchase of the property. An offer was made and accepted at \$500,000. Ratification of the offer in open session is required to move forward to closing on the property. Once acquired, we can publish the combined Hilby site as part of a joint request for proposals (RFP) with other City-owned properties to request proposals for affordable housing projects.

956 Hilby Ave is currently rented on a month-to-month basis with the tenants informed in writing that the City intends to develop the site. Tenants will be given sufficient notice to relocate once a project for the combined site is defined. 962 Hilby Ave will remain vacant temporarily as we move through the RFP and project acceptance process.

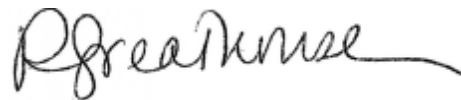
FISCAL IMPACT

\$500,000 and incidental costs will be paid for from the City's Merged Housing fund (fund 297). Funding is available as of February 3, 2022.

ATTACHMENTS

1. Purchase Agreement
2. Resolution

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

RESIDENTIAL PURCHASE AGREEMENT

I. The Parties. This Real Estate Purchase Agreement ("Agreement") made on February 3, 2022 ("Effective Date") is between a business entity known as City of Seaside, a Municipal Corporation ("Buyer") with a mailing address of 440 Harcourt Avenue, Seaside, California, 93955, **and** Simpson Sheila Krebs Trust ("Seller") with a mailing address of 1739 E Janella Way, Sandy, Utah, 84093.

II. Legal Description. The real property is a single-family home with a physical address of 962 Hilby Avenue, Seaside, California, County of Monterey, with an Assessor's Parcel Number (APN) 012-371-005.

III. Personal Property. In addition to the real property described in Section II, the Seller shall include the following personal property: All contents remaining the in house after closing. The real property and personal property shall be collectively known as the "Property".

IV. Fixtures. The Parties agree that all fixtures located on or in the Property, including but not limited to storm windows, screens, shades, blinds, heating systems, HVAC components, stoves, air conditioners, pumps, electrical fixtures, and any other equipment, appliance, or furniture that is fixed in position shall be included in the sale of the Property.

V. Earnest Money. After acceptance by all Parties, the Buyer agrees to make a payment in the amount of \$5,000.00 as consideration by 2/10/2022 05:00 PM ("Earnest Money"). The Earnest Money shall be applied to the Purchase Price at Closing and subject to the Buyer's ability to perform under the terms of this Agreement. Any Earnest Money accepted shall be required to be placed in a separate trust or escrow account in accordance with State law.

VI. Purchase Price and Terms. The Buyer agrees to purchase the Property by payment of \$500,000.00 (Five Hundred Thousand Dollars) as follows:

All Cash Offer. No loan or financing of any kind is required in order to purchase the Property. Buyer shall provide Seller with documentation verifying sufficient funds to close no later than 5:00 PM on the 3rd business day after contract execution. Seller shall have three (3) business days after the receipt of such documentation to notify Buyer, in writing, if the verification of funds is not acceptable. If Buyer fails to provide such documentation, or if Seller finds such verification of funds is not acceptable, Seller may terminate this Agreement. Failure of Seller to provide Buyer written notice of objection to such verification shall be considered acceptance to verification of funds.

VII. Sale of Another Property. Buyer's performance under this Agreement shall not be contingent upon selling another property.

VIII. Closing Costs. The costs attributed to the Closing of the Property shall be the responsibility of both Parties shared equally. The fees and costs related to the Closing shall include but not be limited to a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.

IX. Funds at Closing. Buyer and Seller agree before the recording can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the State, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.

X. Closing Date. This transaction shall be closed on March 3, 2022 05:00 PM or earlier at the office of Chicago Title Company. Any extension of this date and time must be agreed upon, in writing, by Buyer and Seller. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be prorated as of the date of Closing. Taxes due for prior years shall be paid by Seller.

XI. Survey. Buyer may obtain a survey of the Property before the Closing to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey ("Survey Problems"). The cost of the survey shall be paid by the Buyer. Not later than N/A, Buyer shall notify Seller of any Survey Problems which shall be deemed to be a defect in the title to the Property. Seller shall be required to remedy such defects within 20 business days and prior to the Closing.

If Seller does not or cannot remedy any such defect(s), Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

XII. Mineral Rights. It is agreed and understood that all rights under the soil, including but not limited to water, gas, oil, and mineral rights shall be transferred by the Seller to the Buyer at Closing.

XIII. Title. Seller shall convey title to the property by Warranty Deed or equivalent. The Property may be subject to restrictions contained on the plat, deed, covenants, conditions, and restrictions, or other documents noted in a Title Search Report. Upon execution of this Agreement by the Parties, Seller will, at the shared expense of both Buyer and Seller, order a Title Search Report and have delivered to the Buyer.

Upon receipt of the Title Search Report, the Buyer shall have 5 business days to notify the Seller, in writing, of any matters disclosed in the report which is unacceptable to Buyer. Buyer's failure to timely object to the report shall constitute acceptance of the Title Search Report.

If any objections are made by Buyer regarding the Title Search Report, mortgage loan inspection, or other information that discloses a material defect, the Seller shall have 20 business days from the date the objections were received to correct said matters. If Seller does not remedy any defect discovered by the Title Search Report, Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

After Closing, Buyer shall receive an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.

XIV. Property Condition. Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear, from the time this Agreement comes into effect until the Closing. Buyer recognizes that the Seller, along with any licensed real estate agent(s) involved in this transaction, make no claims as to the validity of any property disclosure information. Buyer is required to perform their own inspections, tests, and investigations to verify any information provided by the Seller. Afterward, the Buyer shall submit copies of all tests and reports to the Seller at no cost.

Therefore, Buyer shall hold the right to hire licensed contractors, or other qualified professionals, to further inspect and investigate the Property until February 10, 2022.

After all inspections are completed, Buyer shall have until February 10, 2022 to present any new property disclosures to the Seller in writing. The Buyer and Seller shall have 5 business days to reach an agreement over any new property disclosures found by the Buyer. If the Parties cannot come to an agreement, this Agreement shall be terminated with the Earnest Money being returned to the Buyer.

If the Buyer fails to have the Property inspected or does not provide the Seller with written notice of the new disclosures on the Property, in accordance with this Agreement, Buyer hereby accepts the Property in its current condition and as described in any disclosure forms presented by the Seller.

In the event improvements on the Property are destroyed, compromised, or materially damaged prior to Closing, then, the Agreement may be terminated at Buyer's option.

XV. Seller's Indemnification. Except as otherwise stated in this Agreement, after recording, the Buyer shall accept the Property AS IS, WHERE IS, with all defects, latent or otherwise. Neither Seller nor their

licensed real estate agent(s) or any other agent(s) of the Seller, shall be bound to any representation or warranty of any kind relating in any way to the Property or its condition, quality or quantity, except as specifically set forth in this Agreement or any property disclosure, which contains representations of the Seller only, and which is based upon the best of the Seller's personal knowledge.

XVI. Appraisal. Buyer's performance under this Agreement shall not be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price.

XVII. Required Documents. Prior to the Closing, the Parties agree to authorize all necessary documents, in good faith, in order to record the transaction under the conditions required by the recorder, title company, lender, or any other public or private entity.

XVIII. Termination. In the event this Agreement is terminated, as provided in this Agreement, absent of default, any Earnest Money shall be returned to the Buyer, in-full, within five (5) business days with all parties being relieved of their obligations as set forth herein.

XIX. Sex Offenders. Section 2250 of Title 18, United States Code, makes it a federal offense for sex offenders required to register pursuant to the Sex Offender Registration and Notification Act (SORNA), to knowingly fail to register or update a registration as required. State convicted sex offenders may also be prosecuted under this statute if the sex offender knowingly fails to register or update a registration as required, and engages in interstate travel, foreign travel, or enters, leaves, or resides on an Indian reservation.

A sex offender who fails to properly register may face fines and up to ten (10) years in prison. Furthermore, if a sex offender knowingly fails to update or register as required and commits a violent federal crime, he or she may face up to thirty (30) years in prison under this statute. The Buyer may seek more information online by visiting <https://www.nsopw.gov/>.

XX. Time. Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and they may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

XXI. Buyer's Default. Seller's remedies shall be limited to liquidated damages in the amount of the Earnest Money set forth in Section V. It is agreed that such payments and things of value are liquidated damages and are Seller's sole and only remedy for Buyer's failure to perform the obligations of this Agreement. The Parties agree that Seller's actual damages in the event of Buyer's default would be difficult to measure, and the amount of the liquidated damages herein provided for is a reasonable estimate of such damages.

XXII. Seller's Default. Buyer may elect to treat this Agreement as cancelled, in which case all Earnest Money paid by Buyer hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages or both.

XXIII. Earnest Money Dispute. Notwithstanding any termination of this Agreement, the Parties agree that in the event of any controversy regarding the release of the Earnest Money that the matter shall be submitted to mediation as provided in Section XXIV.

XXIV. Dispute Resolution. Buyer and Seller agree to mediate any dispute or claim arising out of this Agreement, or in any resulting transaction, before resorting to arbitration or court action.

a.) Mediation. If a dispute arises, between or among the Parties, and it is not resolved prior to or after recording, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.

b.) **Arbitration.** The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator is required to be a retired judge or justice, or an attorney with at least five (5) years of residential real estate law experience unless the Parties mutually agree to a different arbitrator. Under arbitration, the Parties shall have the right to discovery in accordance with State law. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this Agreement to arbitrate shall be governed by the Federal Arbitration Act.

c.) **Exclusions.** The following matters shall be excluded from the mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed, mortgage or installment land sale contract as defined in accordance with State law; (ii) an unlawful detainer action, forcible entry detainer, eviction action, or equivalent; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions of this Section.

XXV. Governing Law. This Agreement shall be interpreted in accordance with the laws in the State where the Property is located.

XXVI. Terms and Conditions of Offer. This is an offer to purchase the Property in accordance with the above-stated terms and conditions of this Agreement. If at least one, but not all, of the Parties initial such pages, a counteroffer is required until an agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of licensed real estate agent(s) compensation. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and same writing.

XXVII. Binding Effect. This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives and assigns, which therefore constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

XXVIII. Business Days. Business days shall be defined as all days of the year excluding Saturdays, Sundays, and any federal or State holidays.

XXIX. Severability. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

XXX. Confidentiality. Buyer and Seller agree to mutually hold all details of this Agreement confidential with the exception of licensed real estate agents, attorneys, lenders, lending officers, inspection agents, appraisers, government officials, title officers, and any other individuals deemed necessary in order to perform the transaction at Closing. The Parties authorize the lender or any closing agent to prepare a closing disclosure or settlement statement for release to the Parties and their licenses prior to, at, and after the Closing.

XXXI. Offer Expiration. This offer to purchase the Property as outlined in this Agreement shall be deemed revoked and the Earnest Money shall be returned unless this Agreement is signed by Seller and a copy of this Agreement is personally given to the Buyer by February 8, 2022 05:00 PM.

XXXII. Acceptance. Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorization below, he/she/they accepts the above offer and agrees to sell the Property on the above terms and conditions and agrees to the agency relationships in accordance with any agreement(s) made with a licensed real estate agent(s). Seller has

read and acknowledges receipt of a copy of this Agreement and authorizes any licensed real estate agent(s) to deliver a signed copy to the Buyer.

Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the party transmitting the email receives electronic confirmation that the email was received to the intended recipient; and (iii) by facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

XXXIII. Possession After Closing. Buyer shall obtain possession and occupancy of the Property at Closing. Furthermore, the Property shall be free of all tenants and occupants as well as debris, and all personal property not listed in this Agreement. Seller is to transfer possession of the Property in the same condition as the Effective Date excepting reasonable wear and tear.

XXXIV. Supplemental Tax Bill.

Notice of Your 'Supplemental' Property Tax Bill

California property tax law requires the Assessor to revalue real property at the time the ownership of the property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any question concerning this matter, please call your local Tax Collector's Office.

XXXV. Walk-Through. Buyer shall have the right to perform a walk-through of the Property within twenty-four (24) hours of the Closing.

XXXVI. Licensed Real Estate Agent(s). If Buyer or Seller have hired the services of a licensed real estate agent(s) to perform representation on their behalf, he/she/they shall be entitled to payment for their services as outlined in their separate written agreement.

XXXVII. Disclosures. It is acknowledged by the Parties that the Property may have been constructed prior to 1978 requiring the Buyer and Seller to initial and sign the attached Lead-Based Paint Disclosure Form.

XXXVIII. Entire Agreement. This Agreement together with any attached addendums or disclosures shall supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the parties with respect to the said Property. All prior negotiations and agreements between the parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

SIGNATURE AREA

Buyer's Signature _____ **Date** _____

Roberta Greathouse acting as City Manager on behalf of City of Seaside, a Municipal Corporation.
Roberta Greathouse declares with their above-signature that they hold the legal power and authority to act
in the presence of City of Seaside, a Municipal Corporation.

Seller's Signature _____ **Date** _____

Simpson Sheila Krebs Trust

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR HAZARDS

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ____ - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
_____.

(ii) **X** - Seller has no knowledge of lead-based paint and/or lead-based paint hazards

(b) Records and reports available to the Seller (check (i) or (ii) below):

(i) ____ - Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
_____.

(ii) **X** - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) **X** - Purchaser has received copies of all information listed above.

(d) **X** - Purchaser has received the pamphlet "Protect Your Family from Lead in Your Home".

(e) Purchaser has (check (i) or (ii) below):

(i) ____ - Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) **X** - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) ____ - Agent has informed the Seller of the Seller's obligation under 42 U.S.C 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

LEAD-BASED PAINT DISCLOSURE SIGNATURE PAGE

Buyer's Signature _____ **Date** _____

Print Name: _____

Buyer's Signature _____ **Date** _____

Print Name: _____

Seller's Signature _____ **Date** _____

Print Name: _____

Seller's Signature _____ **Date** _____

Print Name: _____

Agent's Signature _____ **Date** _____

Print Name: _____

Agent's Signature _____ **Date** _____

Print Name: _____

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**ADOPT RESOLUTION AUTHORIZING THE ACQUISITION OF 962 HILBY AVENUE
FOR A TOTAL COST OF \$500,000 AND CLOSING EXPENSES TO BE USED FOR
AFFORDABLE HOUSING**

WHEREAS, The property at 962 Hilby Ave. includes a three-bedroom home, one lot west of the Oldemeyer Center, with its southern property line adjacent to Ellis Park; and

WHEREAS, The purchase and renovation of 956 Hilby Ave. initiated a conversation between the City's Housing Program Manager and the owner of 962 Hilby Ave. wherein the owner learned about the City's vision to build affordable multifamily housing, and

WHEREAS, Given its proximity to the Oldemeyer Center and adjacency to Ellis Park, the acquisition of the property may afford the City options for use of the Oldemeyer Center and/or Ellis Park in the future, and

WHEREAS, The Council reviewed the potential purchase of the property in closed session on January 20, 2022 and authorized purchase of the property, up to the listing price, and

WHEREAS, An offer was made and accepted at \$500,000, and

WHEREAS, Ratification of the offer in open session is required to move forward to closing on the property. Once acquired, we can publish the combined Hilby site as part of a joint request for proposals (RFP) with other City-owned properties to request proposals for affordable housing projects.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby authorizes the purchase of the house at 962 Hilby Avenue for a purchase price of \$500,000 and closing costs, to be paid for from the City's Affordable Housing fund (fund 297).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 3rd day of February 2022 by the following vote:

AYES:	0	COUNCILMEMBERS:
NOES:	0	COUNCILMEMBERS: None
ABSTAIN:	0	COUNCILMEMBERS: None
ABSENT:	0	COUNCILMEMBERS: None

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.I.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Melissa Broadston, ESCA Program Manager

DATE: February 3, 2022

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A QUIT CLAIM DEED AND MEMORANDUM OF
UNDERSTANDING TO TRANSFER BLANCO ROAD TO THE
COUNTY OF MONTEREY**

RECOMMENDATION

Approve a resolution authorizing the City Manager to execute a Memorandum of Understanding and Quit Claim Deed for Blanco Road to the County of Monterey, as the City Council of the City of Seaside acting in its capacity as the Local Reuse Authority and successor to the Fort Ord Reuse Authority.

BACKGROUND

After the dissolution of the Fort Ord Reuse Authority (FORA), Monterey County discovered that it had no record of transfer of Parcel L.20.11.1 (a portion of Blanco Road) from FORA to Monterey County. The City of Seaside is recognized as the Local Reuse Authority and the Successor-in-Interest to the FORA. Parcel L.20.11.1 is currently held in title by the Fort Ord Reuse Authority and the City as the successor LRA and successor to FORA will quitclaim the property to the County of Monterey.

The Memorandum of Understanding sets forth mutual understanding of Seaside (Successor-in-Interest to FORA) and Monterey County to effectuate the transfer of Parcel L.20.11.1 from Seaside to the County. Recording the Quit Claim Deed will complete the transfer process to Monterey County. Both the Memorandum of Understanding and the Quit Claim deed have been reviewed by Seaside and Monterey County attorneys and are ready for signature.

The transfer of Parcel L.20.11.1 from Seaside to the County is not a project under California Environmental Quality Act Guidelines section 15378(b)(5) because it is an

administrative action that does not involve any commitment to any specific project that may result in a potentially significant impact on the environment.

It should be noted that file review has also indicated other properties that must complete a similar property transfer process. These will be staffed for approval at future City Council meetings.

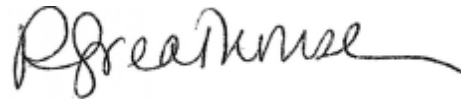
FISCAL IMPACT

The actual cost to Seaside of these obligations will be reimbursed with funds received from the Fort Ord Reuse Authority when Seaside was recognized as the FORA Successor-in-interest and successor Local Reuse Authority.

ATTACHMENTS

1. Quitclaim Deed for Monterey County Blanco Road
2. MOU County-Seaside Blanco Road Parcel
3. Resolution

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

1
2 WHEN RECORDED RETURN TO:
3
4
5
6
7
8
9
10

11 RECORDER STAMP
12

13 **QUITCLAIM DEED FOR BLANCO ROAD**
14 **FORMER FORT ORD, MONTEREY, CALIFORNIA**
15 **Seaside as the Department of Defense (“DoD”) recognized Local Redevelopment Authority**
16 **(“LRA”) Successor-in-Interest (“Successor”) to the Fort Ord Reuse Authority (“FORA”) to**
17 **the County of Monterey, a political subdivision of the State of California**
18
19

20 THIS QUITCLAIM DEED (“Deed”) is made as of the ___th day of _____ 2022,
21 among Seaside (Successor-in-Interest) **(the “Grantor”)**, created under Title 7.85 of the
22 California Government Code, Chapters 1 through 7, inclusive, commencing with Section 67650,
23 *et seq.*, and selected provisions of the California Redevelopment Law, including Division 24 of the
24 California Health and Safety Code, Part 1, Chapter 4.5, Article 1, commencing with Section
25 33492, *et seq.*, and Article 4, commencing with Section 33492.70, *et seq.*, and recognized as the
26 Local Redevelopment Authority for the former Fort Ord Army Base, California, by the Office of
27 Economic Adjustment on behalf of the Secretary of Defense, and the County of Monterey, a
28 political subdivision of the State of California **(the “Grantee”)**.
29

30 **WHEREAS**, The United States of America (“Government”) was the owner of certain real
31 property, improvements and other rights appurtenant thereto together with all personal property
32 thereon, located on the former Fort Ord, Monterey County, California, which was utilized as a
33 military installation;
34

35 **WHEREAS**, The military installation at Fort Ord was closed pursuant to and in
36 accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Public
37 Law 101-510; 10 U.S.C. § 2687 note);
38

39 **WHEREAS**, section 2859 of the National Defense Authorization Act for Fiscal Year
40 1996, (Public Law 104-106), authorized the Government to sell portions of the former Fort Ord
41 to the **Grantor** as surplus property;
42

43 **WHEREAS**, the **Grantor** and the Government entered into the Memorandum of
44 Agreement Between the United States of America Acting By and Through the Secretary of the

QUITCLAIM DEED FOR BLANCO ROAD

Army, United States Department of the Army and the Fort Ord Reuse Authority For the Sale of Portions of the former Fort Ord, California, dated the 20th day of June 2000, ("MOA") and MOA Amendment No. 1, dated the 23rd day of October 2001, which sets forth the specific terms and conditions of the sale of portions of the former Fort Ord located in Monterey County, California

WHEREAS, pursuant to the MOA, the Government conveyed the property known as Blanco Road on the former Fort Ord by quitclaim deed to the **Grantor** on August 8, 2000 ("Government Deed");

WITNESSETH

The **Grantor**, for and in consideration of the sum of one dollar (\$1.00) plus other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, releases and quitclaims to the **Grantee**, its successors and assigns forever, all such interest, right, title, and claim as the **Grantor** has in and to Parcel referenced as Army Corps of Engineers (Army COE) L20.11.1¹, consisting of approximately 31.19 acres more particularly described in Exhibit "A," attached hereto and made a part hereof ("Property"), and including the following:

A. All buildings, facilities, roadways, and other improvements, including the storm drainage systems and the telephone system infrastructure, and any other improvements thereon,

B. All appurtenant easements and other rights appurtenant thereto, permits, licenses, and privileges not otherwise excluded herein, and

C. All hereditaments and tenements therein and reversions, remainders, issues, profits, privileges and other rights belonging or related thereto.

Grantee covenants for itself, its successors, and assigns and every successor in interest to the Property, or any part thereof, that **Grantee** and such successors and assigns shall comply with all provisions of the Implementation Agreement as if the **Grantee** were the referenced Jurisdiction under the Implementation Agreement and specifically agrees to comply with the Deed Restrictions and Covenants set forth in Exhibit F of the Implementation Agreement as if such Deed Restrictions and Covenants were separately recorded prior to the recordation of this Deed.

Grantor hereby assigns to **Grantee** the perpetual and assignable non-exclusive access easement over, across, under, and through all paved roads retained by the Government for access purposes as set forth in paragraph A of Section II of the Government Deed, subject to all terms and conditions set forth in paragraph B of Section II of the Government Deed.

The Government Deed conveying the Property to the **Grantor** was recorded prior to the recordation of this Deed. In its transfer of the Property to the **Grantor**, the Government

¹The Army FOST for Blanco Road refers to Parcel L20.11, which contained parcels 1A and 1B. Subsequently, the Army Corps renamed Parcel 1A as Parcel L20.11.1 and Parcel 1B as Parcel L20.11.2. Parcel L20.11.2 transferred to the City of Marina by Quitclaim Deed on or about September 1, 2005 Monterey County Recorder Document Number 2005091640

QUITCLAIM DEED FOR BLANCO ROAD

provided certain information regarding the environmental condition of the Property. The **Grantor** has no knowledge regarding the accuracy or adequacy of such information.

The italicized information below is copied verbatim (except as discussed below) from the Government deed conveying the Property to the **Grantor**. The **Grantee** hereby acknowledges and assumes all responsibilities with regard to the Property placed upon the **Grantor** under the terms of the aforesaid Government deed to **Grantor** and **Grantor** grants to **Grantee** all benefits with regard to the Property under the terms of the aforesaid Government deed. Within the italicized information only, the term “Grantor” shall mean the Government, and the term “Grantee” shall mean the City of Seaside, Successor to the Fort Ord Reuse Authority; to avoid confusion, the words “the Government” have been added in parenthesis after the word “Grantor”, and “Successor” has been added in parenthesis after the word “Grantee”.

III. EXCLUSIONS AND RESERVATIONS:

*This conveyance is made subject to the following **EXCLUSIONS** and **RESERVATIONS**:*

A. *All water allocations derived from the Salinas aquifer shall remain with the GRANTOR (“the Government”) consistent with the MOA. With regard to the ultimate disposition of any water and water allocation rights, the GRANTOR (“the Government”) shall cooperate with the GRANTEE (“Successor”), other grantees of former Fort Ord property, and the Monterey County Water Resources Agency (MCWRA), in seeking to ensure that GRANTEE (“Successor”) and its successors and assigns, will continue to be provided an equitable supply of the water at former Fort Ord.*

B. *With regard to the ultimate disposition of any rights or interests the GRANTOR (“the Government”) has in wastewater discharge rights provided by the Monterey Regional Water Pollution Control Agency (MRWPCA), the GRANTOR (“the Government”) shall cooperate with GRANTEE (“Successor”) in accordance with the MOA, other grantees of property at Fort Ord, and the MRWPCA, in seeking to ensure that GRANTEE (“Successor”) and all other Fort Ord grantees will continue to enjoy equitable utilization of the existing sewerage treatment capacity, including existing connections to the Fort Ord sewerage collection system.*

C. *The GRANTOR (“the Government”) retains ownership to all Government-owned sewer, and water utility systems located on the Property. The retention point for the GRANTOR’S retained ownership of the water systems will be to the meter location or future meter or utility box location at a point on or near each building or facility. The retention point for the sewer is where the laterals enter the collection lines. The GRANTOR (“the Government”) reserves transferable easements and access rights for all GRANTOR-owned utility systems and for utility company owned utility systems:*

QUITCLAIM DEED FOR BLANCO ROAD

The GRANTOR ("the Government") reserves assignable non-exclusive easements and rights-of-way, 15 feet in width, in, on, over and across the Property and centered on the existing utility systems owned and retained by GRANTOR ("the Government") at the time of this conveyance and located on the Property. Said easements and rights-of-way shall be for the purpose of locating, constructing, operating, maintaining, altering, repairing and patrolling utility systems together with the right to trim, cut, fell and remove therefrom, consistent with the Installation-Wide Multispecies Habitat Management Plan and applicable law governing protection of endangered species, all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the easements and right-of-way; reserving, however, to GRANTEE ("Successor") and its successors and assigns, the right to relocate such easements and the rights-of-way at the expense of GRANTEE ("Successor") and its successors and assigns; and reserving the right to the GRANTEE ("Successor") to use and cross such easements and rights-of way; however, such rights of GRANTEE ("Successor") are subject to existing easements and rights-of-way.

D. The Property is taken by the GRANTEE ("Successor") subject to any and all valid and existing recorded outstanding liens, licenses, leases, easements, and any other encumbrances made for the purpose of roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and agreements of record.

E. The GRANTOR ("the Government") reserves a perpetual unassignable right to enter the Property for the specific purpose of treating or removing any unexploded shells, mines, bombs, or other such devices deposited or caused by the GRANTOR ("the Government").

F. The reserved rights and easements set forth in this Section are subject to the following terms and conditions:

1. to comply with all applicable federal law and lawful existing regulations;

2. to allow the occupancy and use by the GRANTEE ("Successor"), its successors, assigns, permittees, or lessees of any part of the easement areas not actually occupied or required for the purpose of the full and safe utilization thereof by the GRANTOR ("the Government"), so long as such occupancy and use does not compromise the ability of the GRANTOR ("the Government") to use the easements for their intended purposes, as set forth herein;

QUITCLAIM DEED FOR BLANCO ROAD

3. that the easements granted shall be for the specific use described and may not be construed to include the further right to authorize any other use within the easements unless approved in writing by the fee holder of the land subject to the easement;

4. that any transfer of the easements by assignment, lease, operating agreement, or otherwise must include language that the transferee agrees to comply with and be bound by the terms and conditions of the original grant;

5. that, unless otherwise provided, no interest granted shall give the GRANTOR ("the Government") any right to remove any material, earth, or stone for consideration or other purpose except as necessary in exercising its rights hereunder; and

6. to restore any easement area so far as it is reasonably possible to do so upon abandonment or release of any easement as provided herein, unless this requirement is waived in writing by the GRANTEE ("Successor").

G. GRANTOR ("the Government") reserves mineral rights that GRANTOR ("the Government") owns presently or may at a future date be determined to own, below 500 feet below the surface, with the right of surface entry in a manner that does not unreasonably interfere with GRANTEE's ("Successor") development and quiet enjoyment of the Properties.

TO HAVE AND TO HOLD the Property unto the GRANTEE ("Successor") and its successors and assigns forever, provided that this deed is made and accepted upon each of the following notices, covenants, restrictions, and conditions which shall be binding upon and enforceable against the GRANTEE ("Successor"), its successors and assigns, in perpetuity, as follows:

IV. "AS IS"

The Property is conveyed in an "As Is, Where Is" condition without any representation, warranty or guarantee, except as required pursuant to applicable law or as otherwise stated herein, by the GRANTEE ("Successor") as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the GRANTOR ("the Government") to make any alterations, repairs, or additions, and said GRANTOR ("the Government") shall not be liable for any latent or patent defects in the Property. This section shall not affect the GRANTOR's ("the Government") responsibility under CERCLA or Section VI herein.

QUITCLAIM DEED FOR BLANCO ROAD

V. FEDERAL FACILITIES AGREEMENT (FFA)

By accepting this deed, the GRANTEE ("Successor") acknowledges that the GRANTEE ("Successor") has read the FFA, and recognizes that, should any conflict arise between the terms of the FFA and the terms of this Deed, the FFA will take precedence. Notwithstanding any other provisions of this conveyance, the GRANTOR ("the Government") assumes no liability to the GRANTEE ("Successor") should implementation of the FFA interfere with the GRANTEE's ("Successor") use of the Property. GRANTOR ("the Government") shall give GRANTEE ("Successor") reasonable notice of its actions required by the FFA and GRANTOR ("the Government") shall, consistent with the FFA, and at no additional cost to the GRANTOR ("the Government"), endeavor to minimize the disruption of the GRANTEE's ("Successor"), its successors' or assigns' use of the Property. The GRANTEE ("Successor") shall have no claim on account of any such interference against the GRANTOR ("the Government") or any officer, agent, employee, or contractor thereof.

VI. CERCLA COVENANTS, NOTICE, AND ENVIRONMENTAL REMEDIATION

A. Pursuant to Section 120(h)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA"), Finding of Suitability to Transfer (FOST) documents are attached as Exhibit "B" to the Deed; an Environmental Baseline Survey (EBS) report is referenced in the FOSTs and sets forth the existing environmental condition of the Property. The FOSTs set forth the basis for the Government's determination that the Property is suitable for transfer. The GRANTEE ("Successor") is hereby made aware of the notifications contained in the EBS and the FOSTs. The GRANTOR ("the Government") represents that the Property is environmentally suitable for transfer to GRANTEE ("Successor") for the purposes identified in the March 1997, Fort Ord Base Reuse Plan approved by the Fort Ord Reuse Authority. If, after conveyance of the Property to GRANTEE ("Successor"), there is an actual or threatened release of a hazardous substance on the Property, or in the event that a hazardous substance is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, GRANTEE ("Successor") or its successor or assigns shall be responsible for such release or newly discovered substance unless such release or such newly discovered substance was due to GRANTOR's ("the Government") activities, ownership, use, presence on, or occupation of the Property, or the activities of GRANTOR ("the Government") contractors and/or agents. GRANTEE ("Successor"), its successors and assigns, as consideration for the conveyance, agrees to release GRANTOR ("the Government") from any liability or responsibility for any claims arising out of or in any way predicated on release of any hazardous substance on the Property occurring after the conveyance, where such substance was placed on

QUITCLAIM DEED FOR BLANCO ROAD

1 the Property by the GRANTEE ("Successor"), or its agents or contractors, after
2 the conveyance.

3
4 B. Based on the FOSTs, all Parcels have been assigned Department
5 of Defense Environmental Condition Category 1 (areas where no release or
6 disposal of hazardous substances or petroleum products has occurred).

7
8 C. GRANTOR ("the Government") covenants that any remedial
9 action due to the former activity on the Property by the GRANTOR ("the
10 Government") found to be necessary after such date of transfer shall be
11 performed by the United States unless the person or entity to whom the Property
12 is transferred is a potentially responsible party under CERCLA with respect to the
13 property.

14
15 D. GRANTEE ("Successor") covenants that the GRANTOR ("the
16 Government"), its officers, agents, employees, contractors and subcontractors, in
17 accordance with section 120(h) of the Comprehensive Environmental Response,
18 Compensation and Liability Act, as amended, reserves a right of access to any
19 and all portions of the Property for purposes of environmental investigation,
20 remediation, or other corrective actions found to be necessary after the date of
21 the conveyance of the Property. The GRANTOR ("the Government") and the
22 GRANTEE ("Successor") agree to cooperate in good faith to minimize any
23 conflict between necessary environmental investigation and remediation activities
24 and GRANTEE's ("Successor") or any Sublessee's operations. Any inspection,
25 survey, investigation, or other response or remedial action will to the extent
26 practicable, be coordinated with representatives designated by GRANTEE
27 ("Successor"). Pursuant to this reservation, the GRANTOR ("the
28 Government") and its officers, agents, employees, contractors, subcontractors
29 shall have the right (upon reasonable notice to the GRANTEE ("Successor") or
30 the then owner and any authorized occupant of the Property) to enter upon the
31 Property, and perform surveys, drillings, testpitting, borings, data and/or record
32 compilation, and other activities related to environmental investigation, and to
33 carry out remedial or removal actions as required or necessary under applicable
34 authorities, including but not limited to installation of monitoring and extraction
35 wells, and other treatment facility.

36
37 E. The GRANTOR ("the Government") covenants that upon
38 completion of any removal or remediation action that removes the risk giving rise
39 to any restriction on future use or any limitation of activities contained in a Deed
40 or lease for the Property or in any other document relating to the Property, the
41 GRANTOR ("the Government"), without any payment of funds by the United
42 States, agrees to cooperate with the GRANTEE ("Successor"), its successors or
43 assigns, in any application, permit, easement or effort to obtain approval from
44 appropriate Federal, state or local authorities for the purpose of removing any

QUITCLAIM DEED FOR BLANCO ROAD

such restriction or limitation, which the GRANTEE ("Successor"), its successors or assigns, shall seek to remove or eliminate.

F. The GRANTOR ("the Government") recognizes its obligation to hold harmless, defend, and indemnify the Authority and any successor, assignee, transferee, lender, or lessee of the Authority or its successors and assigns, as required by Section 330 of the National Defense Authorization Act of 1993, as amended (Pub. L. No. 102-484), and to otherwise meet its obligations under Federal law.

VII. NOTICE OF THE PRESENCE OF PESTICIDES AND COVENANT

A. The GRANTEE ("Successor") is hereby informed that pesticides may be present on the Property, the presence of pesticides does not currently pose a threat to human health or the environment, and the use and application of any pesticide product by the GRANTOR ("the Government") was in accordance with its intended purpose, and in accordance with CERCLA § 107 (i), which states:

"No person (including the United States or any State or Indian tribe) may recover under the authority of this section for any response costs or damages resulting from the application of a pesticide product registered under the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 et seq.). Nothing in this paragraph shall affect or modify in any way the obligations or liability of any person under any other provision of State or Federal law, including common law, for damages, injury, or loss resulting from a release of any hazardous substance or for removal or remedial action or the costs of removal or remedial action of such hazardous substance."

B. Pesticides use on the Property are listed in the attached FOST (Exhibit "B"). Upon request, the GRANTOR ("the Government") agrees to furnish to the GRANTEE ("Successor") any and all records in its possession related to the use of the pesticides necessary for the continued compliance by the GRANTEE ("Successor") with applicable laws and regulations related to the use of pesticides.

C. The GRANTEE ("Successor") covenants and agrees that its continued possession, potential use and continued management of the Property, including any demolition of structures, will be in compliance with all applicable laws relating to hazardous substance/pesticides and hazardous wastes.

VIII. ORDNANCE AND EXPLOSIVES (OE)

An archival search conducted during compilation of the Fort Ord Comprehensive Environmental Response Facilitation Act (CERFA) Report found there were **no OE related training areas within the Property**. In the event GRANTEE ("Successor"),

QUITCLAIM DEED FOR BLANCO ROAD

its successors, and assigns, should discover any ordnance on the Property, it shall not attempt to remove or destroy it, but shall immediately notify the local Police Department and the Directorate of Law Enforcement at the Presidio of Monterey and competent GRANTOR ("the Government") or GRANTOR ("the Government") designated explosive ordnance professional will be dispatched promptly to dispose of such ordnance properly at no expense to the GRANTEE ("Successor"), whenever OE may be discovered.

IX. ENDANGERED SPECIES

The GRANTEE ("Successor"), its assigns, or successors shall comply with the requirements, if any and if applicable, of the Installation-Wide Multi-species Habitat Management Plan ("HMP") for Former Fort Ord, California.

A. The Parcels are within Habitat Management Plan (HMP) Development Areas. No resource conservation requirements are associated with the HMP for these parcels. However, small pockets of habitat may be preserved within and around the Parcels.

B. The Biological Opinion identifies sensitive biological resources that may be salvaged for use in restoration activities within reserve areas, and allows for development of the Parcels.

C. The HMP does not exempt the GRANTEE ("Successor") from complying with environmental regulations enforced by federal, state, or local agencies. These regulations could include obtaining the Endangered Species Act (ESA) (16 U.S.C. §§ 1531-1544 et seq.) Section 7 or Section 10(a) permits from the U.S. Fish and Wildlife Service (USFWS); complying with prohibitions against take of listed animals under ESA Section 9, complying with prohibitions against the removal of listed plants occurring on federal lands or the destruction of listed plants in violation of any state laws; complying with measures for conservation of state-listed threatened and endangered species and other special-status species recognized by California Department of Fish and Game (DFG) under the California ESA, or California Environmental Quality Act (CEQA); and , complying with local land use regulations and restrictions.

D. The HMP serves as a management plan for both listed and candidate species, and is a prelisting agreement between the USFWS and the local jurisdiction for candidate species that may need to be listed because of circumstances occurring outside the area covered by the HMP.

E. Implementation of the HMP would be considered suitable mitigation for impacts to HMP species within HMP prevalent areas and would facilitate the USFWS procedures to authorize incidental take of these species by participating entities as required under ESA Section 10. No further mitigation

QUITCLAIM DEED FOR BLANCO ROAD

will be required to allow development on the Parcels unless species other than the HMP target species are proposed for listing or are listed.

F. The HMP does not authorize incidental take of any species listed as threatened or endangered under the ESA by entities acquiring land at the former Fort Ord. The USFWS has recommended that all non federal entities acquiring land at former Fort Ord apply for ESA Section 10(a)(1)(B) incidental take permits for the species covered in the HMP. The definition of "take" under the ESA includes to harass, harm, hunt, shoot, would, kill, trap, capture, or collect, or attempt to engage in any such conduct. Although the USFWS will not require further mitigation from entities that are in conformance with the HMP, those entities without incidental take authorization would be in violation of the ESA if any of their actions resulted in the take of a listed animal species. To apply for a Section 10(a)(1)(B) incidental take permit, an entity must submit an application form (Form 3-200), a complete description of the activity sought to be authorized, the common and scientific names of the species sought to be covered by the permit, and a conservation plan (50 CFR 17.22[b]).

G. The GRANTEE ("Successor") acknowledges that it has signed the HMP dated April 1997 and will cooperate with adjacent property owners in implementing mitigation requirements identified in the HMP for adjacent sensitive habitat areas.

X. AIR NAVIGATION RESTRICTION

The Monterey Airport and the former Fritzsche Airfield now known as the Marina Municipal Airport are in close proximity of the subject property. Accordingly, in coordination with the Federal Aviation Administration, the GRANTEE ("Successor"), covenants and agrees, on behalf of it, its successors and assigns and every successor in interest to the Property wherein described, or any part thereof, that, when applicable, there will be no construction or alteration unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, Objects Affecting Navigable Airspace, or under the authority of the Federal Aviation Act of 1968, as amended.

XI. ENFORCEMENT AND NOTICE REQUIREMENT

A. The provisions of this Deed benefit the governments of the United States of America, the State of California, acting on behalf of the public in general, the local governments, and the lands retained by the GRANTOR ("the Government") and, therefore, are enforceable, by resort to specific performance or legal process by the United States, the State of California, the local Governments, and by the GRANTEE ("Successor"), and its successors and assigns. Enforcement of this Deed shall be at the discretion of the parties entitled to enforcement hereof, and any

QUITCLAIM DEED FOR BLANCO ROAD

forbearance, delay or omission to exercise their rights under this Deed in the event of a breach of any term of this Deed, shall not be deemed to be a waiver by any such party of such term or of any subsequent breach of the same or any other terms, or of any of the rights of said parties under this Deed. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. The enforcement rights set forth in this deed against the GRANTEE ("Successor"), or its successors and assigns, shall only apply with respect to the Property conveyed herein and held by such GRANTEE ("Successor"), its successor or assign, and only with respect to matters occurring during the period of time such GRANTEE ("Successor"), its successor or assign, owned or occupied such Property or any portion thereof.

B. The GRANTEE ("Successor"), its successors or assigns, shall neither transfer the Property, or any portion thereof, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion, to the extent applicable to the Property or any portion thereof, of the environmental protection provisions contained in Paragraphs, Exclusions and Reservations, CERCLA Covenants, Notices and Environmental Remediation; Notice of Presence of Asbestos, Ordnance and Explosives; Endangered Species, Air Navigation Restriction, and shall require the inclusion, to the extent applicable, of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

C. The obligations imposed in this Paragraph upon the successors or assigns of GRANTEE ("Successor") shall only extend to the property conveyed to any such successor or assign.

XII. NOTICE OF NON-DISCRIMINATION

With respect to activities related to the Property, the GRANTEE ("Successor") covenants for itself, its successors and assigns, that the GRANTEE ("Successor"), and such successors and assigns, shall not discriminate upon the basis of race, color, religion, sex, age, handicap, or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon in violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. Section 2000d); the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794). The GRANTOR ("the Government") shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed, and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

The responsibilities and obligations placed upon, and the benefits provided to, the **Grantor** by the Government shall run with the land and be binding on and inure to the benefit of all subsequent owners of the Property unless or until such responsibilities, obligations, or benefits

QUITCLAIM DEED FOR BLANCO ROAD

are released pursuant to the provisions set forth in the MOA and the Government deed. **Grantee** and its successors and assigns, respectively, shall not be liable for any breach of such responsibilities and obligations with regard to the Property arising from any matters or events occurring after transfer of ownership of the Property by **Grantee** or its successors and assigns, respectively; provided, however, that each such party shall, notwithstanding such transfer, remain liable for any breach of such responsibilities and obligations to the extent caused by the fault or negligence of such party.

General Provisions:

A. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Deed shall be liberally construed to effectuate the purpose of this Deed and the policy and purpose of CERCLA. If any provision of this Deed is found to be ambiguous, an interpretation consistent with the purpose of this Deed that would render the provision valid shall be favored over any interpretation that would render it invalid.

B. Severability. If any provision of this Deed, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

C. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of title in any respect.

D. Captions. The captions in this Deed have been inserted solely for convenience of reference and are not a part of this Deed and shall have no effect upon construction or interpretation.

E. Right to Perform. Any right which is exercisable by the **Grantee**, and its successors and assigns, to perform under this Deed may also be performed, in the event of non-performance by the **Grantee**, or its successors and assigns, by a lender of the **Grantee** and its successors and assigns.

The conditions, restrictions, and covenants set forth in this Deed are a binding servitude on the herein conveyed Property and will be deemed to run with the land in perpetuity. Restrictions, stipulations and covenants contained herein will be inserted by the **Grantee** verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property or any portion thereof. All rights and powers reserved to the **Grantor**, and all references in this Deed to **Grantor** shall include its successors in interest. The **Grantor** may agree to waive, eliminate, or reduce the obligations contained in the covenants, PROVIDED, HOWEVER, that the failure of the **Grantor** or its successors to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any

QUITCLAIM DEED FOR BLANCO ROAD

such conditions, but the obligations of the **Grantee**, its successors and assigns, with respect to such future performance shall be continued in full force and effect.

[Signature Pages Follow]

IN WITNESS WHEREOF, the **Grantor**, the CITY OF SEASIDE (Successor to the **FORT ORD REUSE AUTHORITY**), has caused these presents to be executed this ____ day of _____, 2022.

By: _____
Roberta Greathouse Acting City Manager_____

[illegible]

On _____ before me, the undersigned, a Notary Public in and for said state, personally appeared the _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public, State of California

ACCEPTANCE:

COUNTY OF MONTEREY

WITNESS my hand and official seal.

QUITCLAIM DEED FOR BLANCO ROAD

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EXHIBIT A: Description of Property

EXHIBIT B: Finding of Suitability to Transfer

LEGAL DESCRIPTION

PARCEL 1A:

Certain real property being that portion of Fort Ord Military Reservation and a portion of Blanco Road being Parcel 1A as shown by map on file in Volume 20, of Surveys, at Page 110, records of Monterey County, California, on sheet 2 of 14, more particularly described as follows:

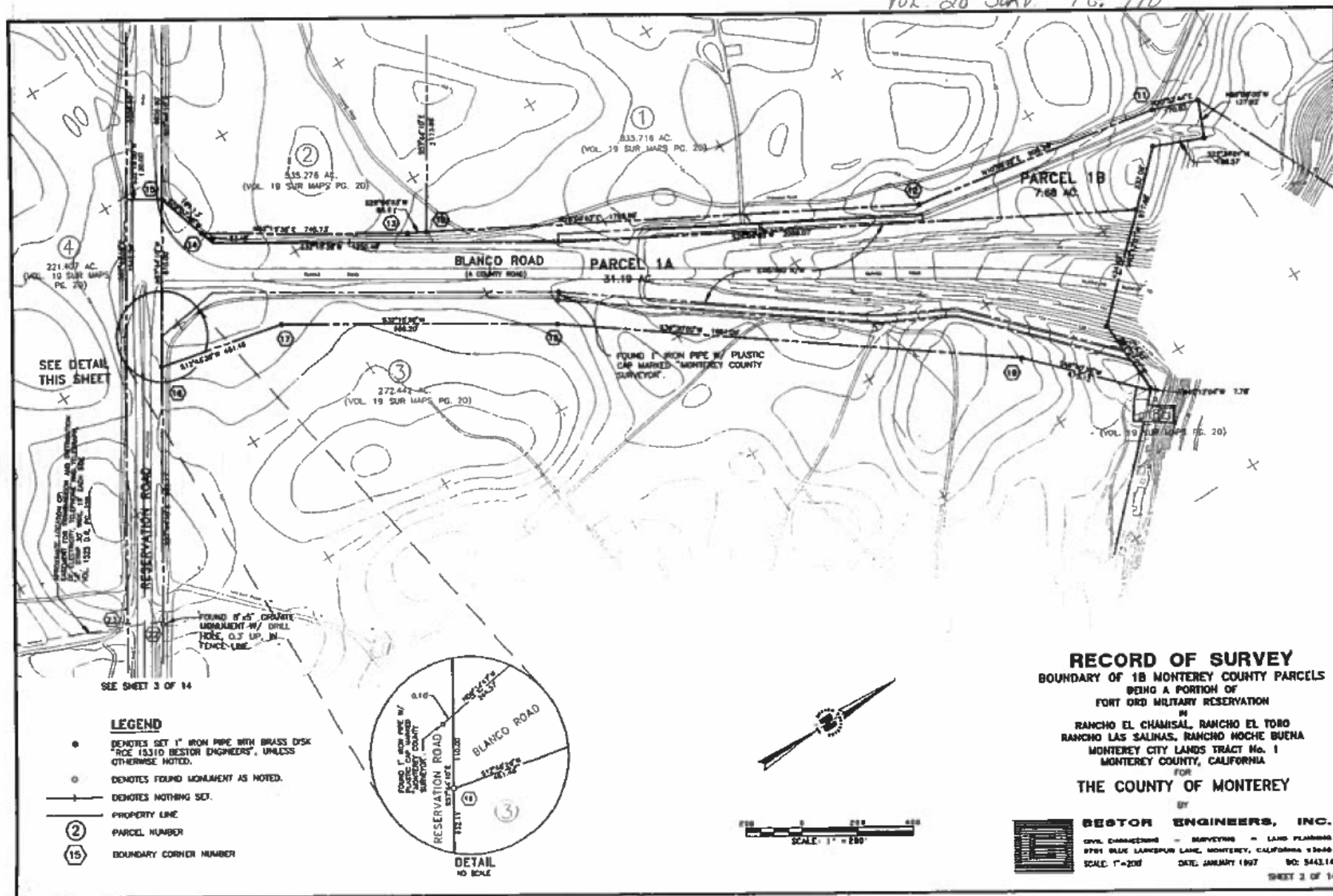
BEGINNING at the northeasterly right of way of Reservation Road with the intersection of the northwesterly line of Parcel 3 as shown on Volume 19, of Surveys, at Page 20, records of said County, also being the southerly terminus of that certain course shown as S 12°46'28"W, 461.46 feet as shown on map on file in Volume 20, of Surveys, at Page 110, records of said County; thence along said course

- (1) N 12°46'28" E, 461.46 feet; thence continuing along said Parcel 3 and the southeasterly line of said Parcel 1A as shown on last said map
- (2) N 32°15'38" E, 996.20 feet; thence continuing along said Parcel 3 and said Parcel 1A
- (3) N 36°30'00" E, 1681.00 feet; thence continuing along said Parcel 3 and said Parcel 1A
- (4) N 46°40'30" E, 475.12 feet, to a point on the northeasterly boundary of Fort Ord as shown on said map; thence along said northeasterly line of said boundary and said Parcel 1A
- (5) N 45°12'04" W, 7.78 feet, to an angle point on said northeasterly boundary and the northeasterly line of said Parcel 1A as shown on said map; thence continuing along said boundary and said Parcel 1A
- (6) S 87°24'01" W, 274.92 feet, to an angle point on said northeasterly boundary and the northeasterly line of said Parcel 1A as shown on said map; thence continuing along said boundary and said Parcel 1A
- (7) N 43°12'01" W, 434.42 feet, to the existing northwesterly right of way Blanco Road as shown on said map; thence along said right of way and the northwesterly line of said Parcel 1A
- (8) S 29°06'03" W, 2089.07 feet, along said right of way Blanco Road and said Parcel 1A to an angle point as shown on said map; thence continuing said right of way and said northwesterly line of Parcel 1A
- (9) S 32°15'38" W, 1250.49 feet, continuing along said right of way and said Parcel 1A to an angle point as shown on said map; thence continuing along said right of way and said Parcel 1A

- (10) S 73°07'49" W, 244.62 feet, continuing along said right of way line and said Parcel 1A to the northerly right of way of Reservation Road as shown on said map; thence along said northerly right of way of Reservation Road and the southerly line of said Parcel 1A
- (11) S 57°44'10" E, 610.00 feet, to the POINT OF BEGINNING



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COUNTY OF MONTEREY

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EXHIBIT B: Finding of Suitability to Transfer

**FINDING OF SUITABILITY TO TRANSFER (FOST)
BLANCO ROAD PARCEL
FORMER FORT ORD, CALIFORNIA**

On the basis of the Community Environmental Response Facilitation Act (CERFA) for Fort Ord, I have determined that the Blanco Road Parcel (L20.11), at former Fort Ord, California (the Property), is suitable for transfer to the State Highway Department for continued vehicular use. The Property to be transferred includes one roadway on a total of approximately 39 acres (Plate 1).

A determination of the environmental condition of the Property was made by the United States Army by reviewing existing environmental documents and making associated visual site inspections (9/27/96). The documents reviewed included the final CERFA Report (April 1994), U.S. EPA region IX's concurrence to the CERFA Report (19 April 1994), and various remedial investigation/feasibility study documents, remedial action reports, and subsequent approval memoranda. The results of this document review indicate that the Property is environmentally suitable for transfer to the State Highway Department. The results are as follows:

- The Property consists of 38.99 acres along the county highway easement from the intersection with Reservation Road to approximately 3,500 feet north/northeast along Blanco Road (Plate 1). There are no buildings or structures within this Property. Because no buildings are located on the Property, no investigations related to asbestos-containing materials (ACM), lead-based paint (LBP), radon or radiological commodities have occurred on the Property.
- No solid waste management units, underground or aboveground storage tanks, were present on the Property.
- There have been no reported releases of polychlorinated biphenyl (PCB)-contaminated dielectric fluids on the Property.
- Ordnance and explosive (OE) investigations, consisting of the Archive Search Report and Supplement No. 1 (December 1993 and November 1994, respectively), Site 39 Data Summary and Work Plan (February 1994), OE contractor after-action reports (December 1994, November 1995), working maps, Fort Ord Training Facilities Map, and associated interviews from various ordnance-related community relations activities, show no OE locations within or adjacent to the Property. However, because OE were used throughout the history of Fort Ord, the potential for OE to be present on the Property exists. This notice will be included in the deed.
- The Property lies within CERFA Parcel 221 and is adjacent to two CERFA Disqualified Parcels (56 and 62). The CERFA Disqualified sites within Parcel 56 are Installation Restoration Program (IRP) Sites 34, 36, and 40. Each of these sites is more than 1,000 feet west of Blanco Road. Site 34 was CERFA Disqualified because of the active Fritzsche Army Airfield (FAAF) Fueling Facility; Site 36 is CERFA Disqualified because of the inactive FAAF Sewage Treatment Plant; and Site 40 is CERFA Disqualified because of the FAAF Defueling Area. Parcel 62 is a CERFA Disqualified parcel because a former petroleum fuel storage tank (Tank No. 550B) is located at that site. The former fuel storage tank site was located approximately 100 feet (to the east) of the Property boundary.

- Three groundwater monitoring wells (MW-BW-01-A, MW-BW-02-180, and MW-BW-03-400) are located on the Property. Historically, no organic compounds have been detected in the three monitoring wells. The deed will reserve a non-exclusive easement to allow continued access for the Army (or its designated contractor) and the regulatory agencies to permit necessary groundwater monitoring at wells located on the Property. Furthermore, the deed will prohibit all others from tampering with the groundwater monitoring wells.

National Environmental Policy Act (NEPA) requirements for this transfer were satisfied by the analysis conducted in the June 1993 Fort Ord Disposal and Reuse Environmental Impact Statement (EIS) and the December 1993 Record of Decision (ROD).

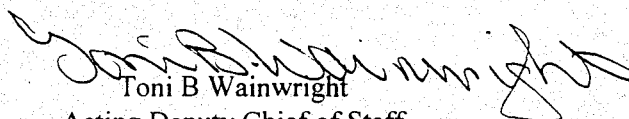
Clean Air Act General Conformity Rule requirements for this transfer were satisfied by a Record of Non-Applicability based upon an exemption for property transfers where the proposed action is a transfer of ownership, interest and title in the land, facilities, and associated real and personal property.

Comments received from U.S. EPA Region IX and California EPA DTSC on the Version 1 FOST were reviewed and incorporated where possible into this Version 2 FOST. All comments were resolved.

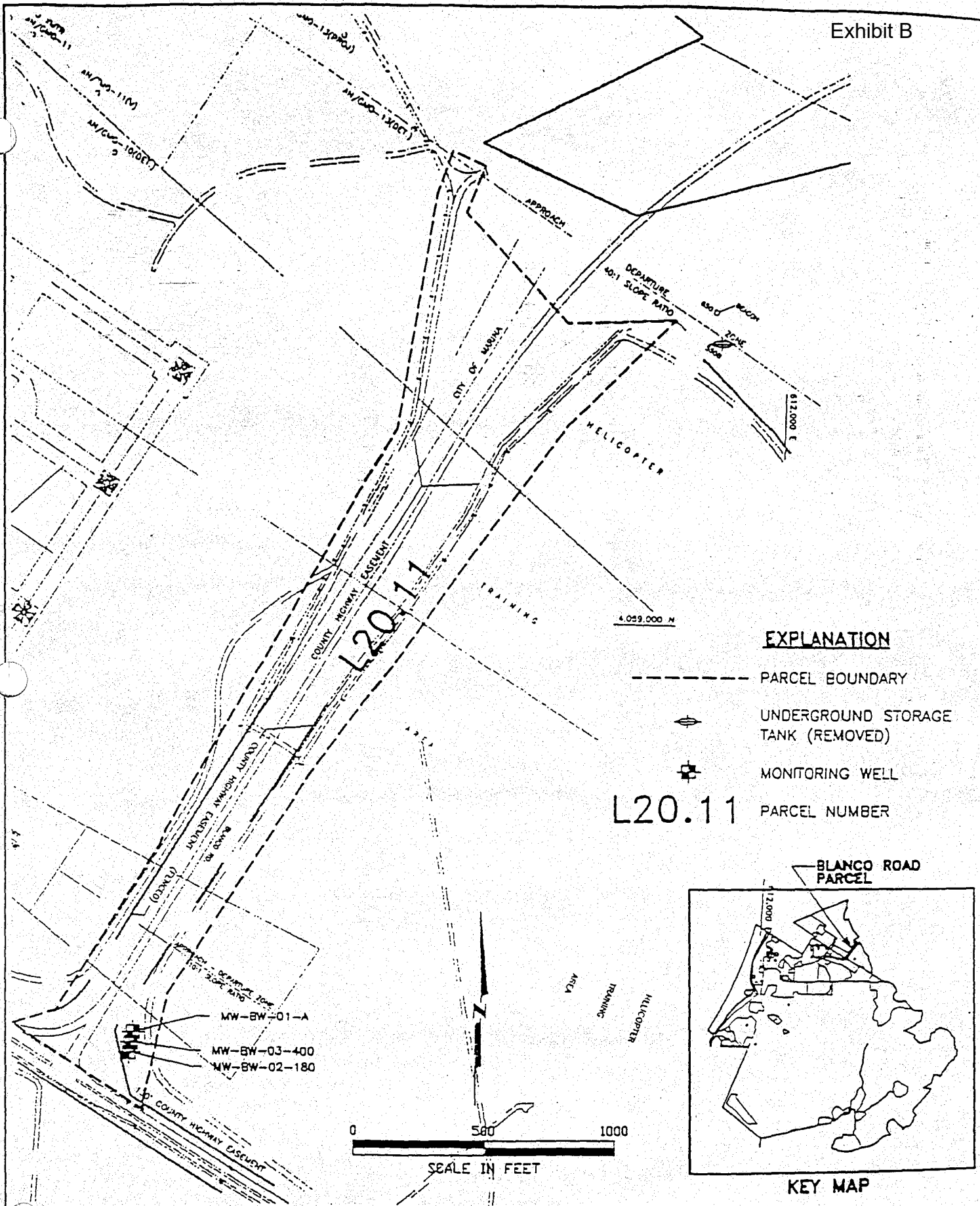
On the basis of the above information, I conclude that the Blanco Road Parcel should be assigned Department of Defense (DoD) Environmental Condition Category 1 (areas where no release or disposal of hazardous substances or petroleum products has occurred [including no migration of these substances from adjacent areas]) and is transferable under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 120 (h)(4). As such, the deed for this transaction will contain:

- The covenant under CERCLA § 120 (h)(4)(D)(i) warranting that any response action under CERCLA or corrective action found to be necessary after the date of transfer shall be conducted by the United States.
- The covenant under CERCLA § 120 (h)(4)(D)(ii) granting the United States access to the Property in any case in which response action or corrective action is found to be necessary after the date of transfer.

12 JUN 1997

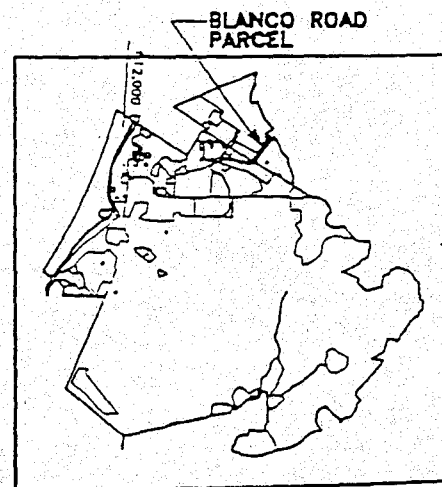


Toni B Wainwright
Acting Deputy Chief of Staff
for Base Operations Support
United States Army Training and Doctrine Command



EXPLANATION

- PARCEL BOUNDARY
- ⊕ UNDERGROUND STORAGE TANK (REMOVED)
- ⊕ MONITORING WELL
- L20.11 PARCEL NUMBER



KEY MAP



Harding Lawson Associates
Engineering and
Environmental Services

Parcel Map
Blanco Road Parcel
Finding of Suitability to Transfer
Former Fort Ord, California

PLATE

1

DRAWN CEG
JOB NUMBER 25894 001761

APPROVED

DATE

REVISED DATE

10/96

4/30/97

Ms Christine Lawson
May 7, 1997
Page 2

cc: Mr. Grant Himebaugh
California Regional Water Quality Control Board
Central Coast Region
81 Higuera Street, Suite 200
San Luis Obispo, California 93401-5414

Ms. Gail Youngblood
BRAC Coordinator
Department of the Army
Commander, DLIFC and POM (Fort Ord)
Attn: ATZP-EP
Presidio of Monterey, California 93944-5006

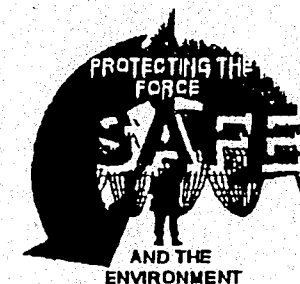
Mr. Dan McMindes
U.S. Army Corps of Engineers
1325 J. Street
Sacramento, California 95814

Former Ft. Ord

Blanco Road

Parcel Locator Map

Blanco Road



No Buildings: -----

No Sq. Ft.: -----

No. Acres: 38.99

DoD Category: 1

Reuse: Continued Vehicular Use

Recipient: California State

Highway Department



FOST/FOSL COMPLETION CHECK LIST				
TYPE: FOST				
NAME: BLANCO ROAD PARCEL				
INITIAL REVIEW				
				COMPLETED
REGULATOR REVIEW				
				COMPLETED
FINAL REVIEW				
				6/12/97
IDENTIFY PROPERTY				
				APPROX 39 ACRES
IDENTIFY DOD CATEGORY				
				CAT 1
IDENTIFY CONTAMINANTS				
				NONE
IDENTIFY REMEDIATION STANDARDS				
				N/A
IDENTIFY REMEDIATION				
				N/A
IDENTIFY REUSE				
				ROADWAY
IDENTIFY RESTRICTIONS				
				NONE
EPA LETTER ATTACHED				
				N/R
STATE LETTER ATTACHED				
				N/R/5/7/97
UNRESOLVED COMMENTS ATTACHED				
				N/A
SATISFY NEPA REQUIREMENTS				
				EIS
SATISFY CLEAN AIR ACT REQS				
				RDNA
COORDINATION		PHONE	NAME	DATE
BRACO	ATCS-OR	727-3849	MR TAYLOR	6/9/97
ENVR	ATBO-SE	727-2299	R. AIKEN	6/11/97
REAL ESTATE	ATBO-GP	727-2569	MR BLANCHARD	6/12/97
LEGAL	ATJA	727-2773	MR J. ELLAN	6/11/97
PAO	ATPA	727-3506	NOTIFIED	6/12/97

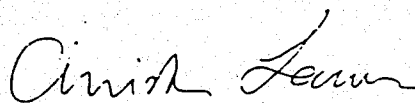
ATZP-EP

June 1997

MEMORANDUM FOR THE RECORD

SUBJECT: Record of Non-Applicability (RONA) to the Clean Air Act Amendment General Conformity Rule Regarding the Transfer of Real Property Designated for State Highway Department (SHD). This Action Covers Activities Associated with Land Conveyance Between the U.S. Army and SHD.

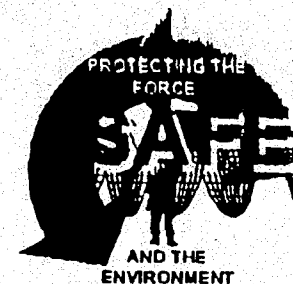
1. Scope Definition: The Department of the Army is granting parcels of land located at the former Fort Ord, California for use by SHD. Subject parcel requested by SHD was formerly utilized by the U.S. Army as road.
2. Presidio of Monterey, Defense Language Institute is required to make a review of direct and indirect air emission sources for each criteria pollutant as outlined in 40 CFR 51.853 and 93.153 for federal initiatives located within a region designated as nonattainment to national ambient air quality standards (NAAQS). The analysis is to ensure that federal actions will not delay or prevent an area from achieving attainment status.
3. Intended future reuse of subject parcel by grantee is as road.
4. In accordance with Section 51.853 of the General Conformity Rule, subject Federal action is exempt from conformity requirements where proposed action is a transfer of ownership, interest and title in the land, facilities, and associated real and personal property.
5. Any utilization of subject parcel by the grantee influencing facility emissions not identified in the State Implementation Plan, has neither been disclosed to Army Environmental personnel, nor considered in this determination.



CHRISTINE LAWSON
Air Pollution Environmental Coordinator
Directorate Environmental and Natural
Resources Management

Former Ft. Ord

Building 1021



Parcel Locator Map

Building 1021

END OF DOCUMENT
END OF DOCUMENT

No Buildings: 1
 No. Sq. Ft.: 14,884
 No. Acres: 2.0
 DoD Category: 1
 Reuse: Emergency Service
 Dispatching
 Recipient: Monterey County



700 . 0 700 1400 Feet

KUTAK ROCK

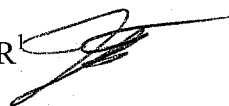
SUITE 1000
1101 CONNECTICUT AVENUE, N.W.
WASHINGTON, D.C. 20036-4374

202-828-2400
FACSIMILE 202-828-2488

www.kutakrock.com

MEMORANDUM

ATLANTA
DENVER
KANSAS CITY
LINCOLN
LITTLE ROCK
NEW YORK
NEWPORT BEACH
OKLAHOMA CITY
OMAHA
PASADENA
PHOENIX
PITTSBURGH

TO: MS. KAREN FISBECK
FROM: JOEY FULLER 
DATE: SEPTEMBER 1, 2000
RE: EXECUTED AND RECORDED CLOSING DOCUMENTS

As discussed, enclosed are copies of the executed documents from the August 8, 2000 closing on a portion of the Former Fort Ord.

Enclosure: as stated.

¹ Admitted to practice in the state of Virginia. Admission to D.C. Bar pending.



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
1325 J STREET
SACRAMENTO, CALIFORNIA 95814-2922

August 8, 2000

Mr. Michael A. Houlemard, Jr.
Executive Officer
Fort Ord Reuse Authority
100 12th Street, Building 2880
Marina, California 93933

Dear Mr. Houlemard:

I have reviewed the Memorandum of Agreement Between the United States of America Acting by and through the Secretary of the Army ("Government") and the Fort Ord Reuse Authority for the Sale of Portions of the former Fort Ord located in Monterey County, California, dated the 20th day of June, 2000 ("Memorandum of Agreement").

To the best of the Government's information, knowledge, and belief, I certify that all of the representations of the Government set forth within the Memorandum of Agreement are true and correct as of the 8th day of August, 2000, the date of the Property Closing.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Fox", is positioned above the typed name.

Ken Fox
Chief, Management & Disposal Branch
U.S. Army Corps of Engineers
Sacramento District

KUTAK ROCK LLP
Execution Version 7/31/00

August 8, 2000

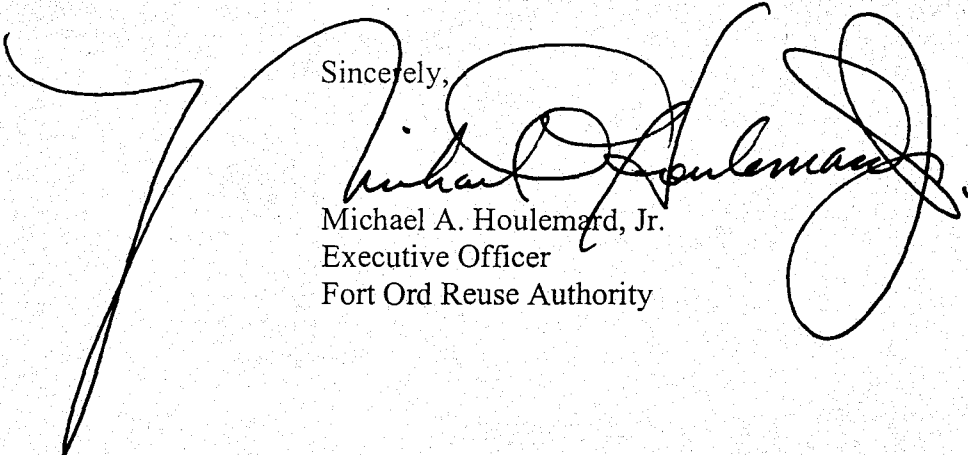
Mr. Kenneth L. Fox, Chief
Management and Disposal Branch
U.S. Army Corps of Engineers
1325 J Street
Sacramento, California 95814

Dear Mr. Fox:

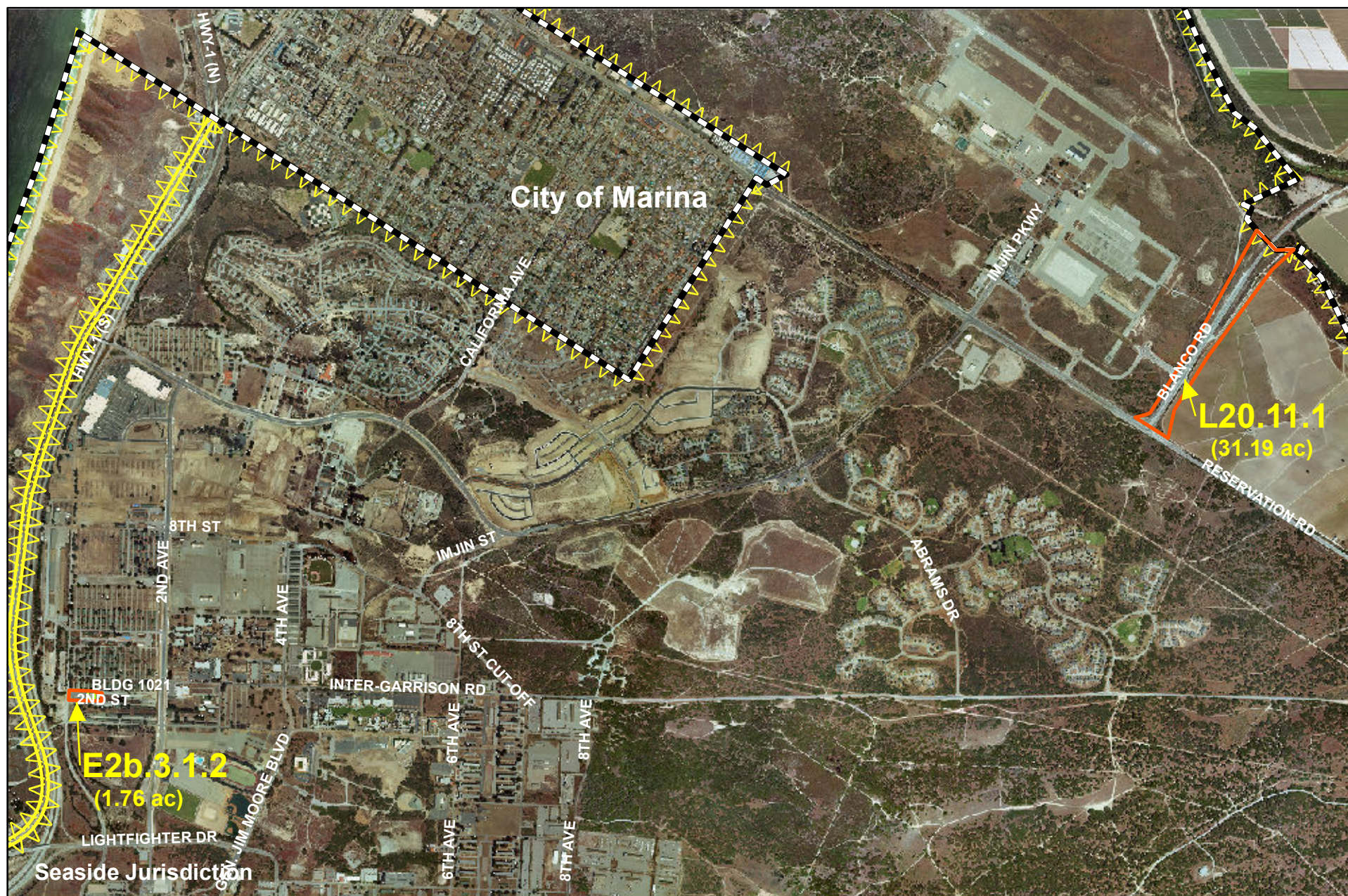
I have reviewed the Memorandum of Agreement Between the United States of America Acting by and through the Secretary of the Army and the Fort Ord Reuse Authority for the Sale of Portions of the former Fort Ord Located in Monterey County, California, dated the 20th day of June, 2000 ("Memorandum of Agreement").

To the best of the Fort Ord Reuse Authority's information, knowledge and belief, I certify that all of the representations and warranties of the Fort Ord Reuse Authority set forth within the Memorandum of Agreement are true and correct as of the 8th day of August, 2000, the date of the Property Closing.

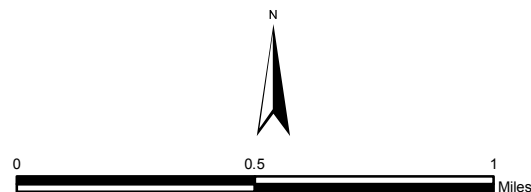
Sincerely,



Michael A. Houlemard, Jr.
Executive Officer
Fort Ord Reuse Authority



TITLE: Parcel: E2b.3.1.2, L20.11.1
 DEED: DACA05-9-00-598
 RECIPIENT: FORA



Coordinate System:
 NAD83 Stateplane California Zone IV (feet)
 Lambert Conformal Conic Projection

Author: C. Stiebel
 Date: 7/29/2013

Data: reuse_parcel database
 Name: DACA05-9-00-598
 Aerial: 2007



**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF
SEASIDE AND THE COUNTY OF MONTEREY REGARDING TRANSFER OF
CERTAIN PROPERTY ON THE FORMER FORT ORD**

This Memorandum of Understanding (MOU) is made by and between the City of Seaside (“Seaside”), the federally recognized Local Redevelopment Authority for the former Fort Ord, and the County of Monterey (“County”), a political subdivision of the State of California. The date of this MOU for reference purposes is _____, 2022 and is made with reference to the following facts and circumstances.

RECITALS

A. In 1994, the Fort Ord Reuse Authority (FORA), a regional governmental entity, was established pursuant to the Fort Ord Reuse Authority Act (California Government Code Sections 67650 et seq.) to plan, facilitate and manage the transfer of property of the former Fort Ord from the United States Army to the governing local jurisdictions or their designee(s).

B. The Office of Economic Adjustment on behalf of the Secretary of Defense of the United States of America recognized FORA as the Local Redevelopment Authority (“LRA”) for property transfers from the Army.

C. On or about June 23, 2000, FORA and the Army entered into an Economic Development Conveyance Memorandum of Agreement (“EDC MOA”), whereby FORA acquired portions of the former Fort Ord consisting of approximately five thousand two hundred (5,200) acres of land, including all buildings, personal property, appurtenances, rights-of-way, drainage areas, and other real property interests as defined (Document No. 2000040124, recorded on June 23, 2000 in the Office of the Monterey County Recorder).

D. The EDC MOA, among other things, enumerated the property to be transferred with reference to Army parcel numbers and identified the local jurisdictions to which each of the referenced parcels were to be transferred.

E. The EDC MOA identified Parcel No. L20.11.1, described as “ROW [Right of Way]/Blanco Road,” as a parcel to be transferred to the County of Monterey.

F. FORA and the County entered into an Implementation Agreement, dated May 8, 2000, setting forth terms and conditions for transfer of certain identified properties to the County, including identifying Parcel No. L.20.11.1 as a parcel to be transferred to the County (Document No. 2001088380, recorded on October 18, 2001 in the Office of the Monterey County Recorder).

G. Parcel No. L.20.11.1 consists of a 31.19 acre portion of Blanco Road, located north of Reservation Road within the County jurisdictional limits, as more fully described and shown in Exhibit A, attached hereto and incorporated herein by reference.

H. FORA dissolved by operation of law on June 30, 2020 pursuant to California Government Code section 67700.

I. On or about February 21, 2020, in anticipation of the dissolution of FORA, FORA and Seaside entered into an agreement in which FORA nominated the City of Seaside as the LRA to succeed FOR A, and Seaside agreed to assume the LRA designation and the remaining responsibilities under the EDC after FORA dissolution (Exhibit B).

J. On or about April 30, 2020, the United States Department of Defense accepted the City of Seaside as the successor LRA to FORA, effective July 1, 2020, for the purpose of implementing the EDC at the former Fort Ord (Exhibit C).

K. After the dissolution of FORA, the County discovered that it had no record of transfer of Parcel L.20.11.1 from FORA to the County.

L. Seaside and County confirmed through research that the Army had transferred the parcel to FORA as part of a quitclaim deed (Document No. 2000050371, recorded on August 8, 2000 in the in the Office of the Monterey County Recorder), but FORA had not transferred Parcel L.20.11.1 to the County or to any other jurisdiction.

M. The parties recognize that Seaside as LRA has the authority and responsibility to transfer Parcel L.20.11.1 to the County; and

N. The parties intend by this MOU to set forth their mutual understandings to effectuate the transfer of Parcel L.20.11.1 from Seaside to the County.

O. The transfer of Parcel L.20.11.1 from Seaside to the County is not a project under California Environmental Quality Act Guidelines section 15378(b)(5) because it is an administrative action that does not involve any commitment to any specific project that may result in a potentially significant impact on the environment.

AGREEMENT

NOW, THEREFORE,

IN WITNESS WHEREOF, the parties have executed this MOU as of the dates written below.

Dated: _____, 2022. County of Monterey

By: Charles McKee
Title: County Administrative Officer
Address: 168 West Alisal Street, 3rd Floor

Salinas, CA 93901

APPROVED AS TO FORM:

COUNTY COUNSEL
Leslie J. Girard

By: _____

Dated: _____, 2022. City of Seaside

By: Roberta Greathouse
Title: Acting City Manager
Address: 440 Harcourt Avenue
Seaside, CA 93955

APPROVED AS TO FORM:

CITY ATTORNEY
Sheri Damon

By: _____

EXHIBITS:

- A. LEGAL DESCRIPTION AND MAP
- B. AGREEMENT BETWEEN FORA AND SEASIDE
- C. LETTER FROM U.S. DEPARTMENT OF DEFENSE

LEGAL DESCRIPTION

PARCEL 1A:

Certain real property being that portion of Fort Ord Military Reservation and a portion of Blanco Road being Parcel 1A as shown by map on file in Volume 20, of Surveys, at Page 110, records of Monterey County, California, on sheet 2 of 14, more particularly described as follows:

BEGINNING at the northeasterly right of way of Reservation Road with the intersection of the northwesterly line of Parcel 3 as shown on Volume 19, of Surveys, at Page 20, records of said County, also being the southerly terminus of that certain course shown as S 12°46'28"W, 461.46 feet as shown on map on file in Volume 20, of Surveys, at Page 110, records of said County; thence along said course

- (1) N 12°46'28" E, 461.46 feet; thence continuing along said Parcel 3 and the southeasterly line of said Parcel 1A as shown on last said map
- (2) N 32°15'38" E, 996.20 feet; thence continuing along said Parcel 3 and said Parcel 1A
- (3) N 36°30'00" E, 1681.00 feet; thence continuing along said Parcel 3 and said Parcel 1A
- (4) N 46°40'30" E, 475.12 feet, to a point on the northeasterly boundary of Fort Ord as shown on said map; thence along said northeasterly line of said boundary and said Parcel 1A
- (5) N 45°12'04" W, 7.78 feet, to an angle point on said northeasterly boundary and the northeasterly line of said Parcel 1A as shown on said map; thence continuing along said boundary and said Parcel 1A
- (6) S 87°24'01" W, 274.92 feet, to an angle point on said northeasterly boundary and the northeasterly line of said Parcel 1A as shown on said map; thence continuing along said boundary and said Parcel 1A
- (7) N 43°12'01" W, 434.42 feet, to the existing northwesterly right of way Blanco Road as shown on said map; thence along said right of way and the northwesterly line of said Parcel 1A
- (8) S 29°06'03" W, 2089.07 feet, along said right of way Blanco Road and said Parcel 1A to an angle point as shown on said map; thence continuing said right of way and said northwesterly line of Parcel 1A
- (9) S 32°15'38" W, 1250.49 feet, continuing along said right of way and said Parcel 1A to an angle point as shown on said map; thence continuing along said right of way and said Parcel 1A

- (10) S 73°07'49" W, 244.62 feet, continuing along said right of way line and said Parcel 1A to the northerly right of way of Reservation Road as shown on said map; thence along said northerly right of way of Reservation Road and the southerly line of said Parcel 1A
- (11) S 57°44'10" E, 610.00 feet, to the POINT OF BEGINNING





Execution Version

**FORT ORD REUSE AUTHORITY AND CITY OF SEASIDE
ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) AND
LOCAL REDEVELOPMENT AUTHORITY (LRA)/ECONOMIC DEVELOPMENT
CONVEYANCE AGREEMENT (EDC AGREEMENT)
SUCCESSOR IMPLEMENTING AGREEMENT**

RECITALS.

WHEREAS, the Fort Ord Reuse Authority ("FORA") is a regional agency and a Corporation of the State of California established under California State Law Government Code Sections 67650, et seq., to plan, facilitate and manage the transfer of former Fort Ord property and is acknowledged as the federally recognized local reuse authority for property transfers from the Army, to the governing local jurisdictions or their designees.

WHEREAS, the City of Seaside, California ("Seaside"), is a general law Municipal Corporation of the State of California.

WHEREAS, FORA and Seaside are each a "Party", and together the "Parties" to this Agreement.

WHEREAS, Fort Ord, California was placed on the National Priorities List (Superfund) in 1990 due to leaking underground storage tanks, contaminated groundwater and a 150-acre landfill.

WHEREAS, in 1990, the Army executed a Federal Facility Agreement ("FFA") under CERCLA Section 120 outlining the Army's Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") clean up responsibilities with respect to the former Fort Ord. The Army remains responsible for certain actions under that FFA. The FFA was amended on or about July 26, 2007, the effect of which suspends the FFA for FORA's ESCA obligations so long as FORA or its successors are in compliance with the AOC.

WHEREAS, the former Fort Ord was closed on September 30, 1994 pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Public Law 101-510; hereinafter referred to as the "Base Closure Act").

WHEREAS, in accordance with Section 2905(b)(4) of the Base Closure Act, as amended by Section 2821 of the Defense Authorization Act for Fiscal Year 2000, Pub. L. No. 106-65 (1999), and the implementing regulations of the Department of Defense (32 CFR Parts 90 and 91), FORA executed an economic development conveyance agreement and acquired portions of the former Fort Ord consisting of approximately five thousand two hundred (5,200) acres of land, including all buildings, personal property, appurtenances, rights-of-way, and drainage areas upon and subject to the terms and conditions of a June 23, 2000 Memorandum of Agreement with the United States of America ("EDC Agreement").

Execution Version

1 **WHEREAS**, the EDC Agreement provided for transfers of property in accordance
2 with the Army's clean-up schedule. Subsequent to the EDC Agreement execution, FORA
3 and the local communities decided to pursue an early transfer process pursuant to Title 42
4 United States Code, section 9620(h)(3)(C) in order to expedite the property transfers and
5 ultimate reuse and economic recovery for the communities affected by the Fort Ord
6 closure.

7
8 **WHEREAS**, in furtherance of the early transfer process, the Army, with the
9 approval of the EPA Administrator and the concurrence of the Governor of California,
10 transferred title of 3,337 acres of munitions impacted Fort Ord property by quitclaim deed
11 to FORA before all action to protect human health and the environment had been
12 completed. Concurrent with this transfer without the otherwise required CERCLA
13 covenant mandated by Title 42 United States Code, section 9620 (h)(3), FORA accepted
14 title and agreed to perform the Army's environmental remediation with funding from the
15 Army. Excluded from FORA's performance obligation are matters related to the
16 groundwater at the former Fort Ord, as well as other Army responsibilities enumerated in
17 the ESCA and elsewhere.

18
19 **WHEREAS**, in 2007 an *"Administrative Order on Consent ("AOC")* [Docket No. R9-
20 2007-003] [was] *entered into voluntarily by the United States Environmental Protection*
21 *Agency ("EPA"), the California Department of Toxic Substances Control ("DTSC"), and*
22 *the Fort Ord Reuse Authority. The AOC concerns the preparation and performance of*
23 *potential removal actions, one or more remedial investigations and feasibility studies*
24 *("RI/FS") and one or more remedial designs and remedial actions ("RD/RA") for*
25 *contaminants present on portions of the former Fort Ord located at Monterey, California*
26 *("Site") and the reimbursement for future response costs incurred by EPA and DTSC in*
27 *connection with such CERCLA response actions."*

28
29 **WHEREAS**, in 2007 the Army executed an amendment to the Federal Facilities
30 Agreement.

31
32 **WHEREAS**, in 2007 the Army and FORA executed an Environmental Services
33 Cooperative Agreement W9128F 07 2-0162 ("ESCA") under the authority of Title 10 United
34 States Code, Section 2701(d) - Environmental Restoration Program (10 U.S.C. 2701)
35 whereby FORA would perform the Army's environmental responsibilities as the Army
36 Response Action Contractor pursuant to Title 42 United States Code, section 9619, with
37 the Army providing funding to perform these services.

38
39 **WHEREAS**, the ESCA has been amended several times, the ESCA Mod 9
40 amendment in 2017 which provided approximately \$6.8 million for Regulatory Oversight
41 Through 31 December 2019, FORA ESCA Administrative costs during the EPA/DTSC
42 remedial-completion documentation, property transfer process through 30 June 2020 and
43 to perform the required long-term land management tasks, including Munitions and
44 Explosives of Concern ("MEC") Find Assessments, inspections, enforcement, monitoring
45 and reporting through June 30, 2028.

Execution Version

ESCA Mod. Number	ESCA Contract Line Item Number (CLIN) and Description	Expiration Date	Amount
MOD 09	CLIN 02 – Department of Toxic Substance Control (DTSC) and United States EPA Technical Oversight Services	31 Dec. 2019	\$745,913
	CLIN 03 – FORA ESCA Administrative Funds	30 June 2020	\$1,865,848
	CLIN 04 – Post-Closure MEC Find Assessments	30 June 2028	\$528,651
	CLIN 05 – Long Term/LUCs Management	30 June 2028	\$3,705,792
		Totals	\$6,846,204

WHEREAS, due to changes and delays in the transfer of properties, modifications were made to the ESCA grant leaving post-June 30, 2020 funds available are ESCA CLIN 0004 Post Closure MEC Find Assessments \$528,651 and ESCA CLIN 0005 for Long-Term Management and Land Use Control (LUC) management are \$3,705,792 (Totaling \$4,234,443 available from June 30, 2020 through June 30, 2028):

ESCA Mod. Number	ESCA Contract Line Item Number (CLIN) and Description	Expiration Date	Amount
MOD 09	CLIN 04 – Post-Closure MEC Find Assessments	30 June 2028	\$528,651
	CLIN 05 – Long Term/LUCs Management	30 June 2028	\$3,705,792
		Totals	\$4,234,443

WHEREAS, in 2018 FORA adopted a Transition Plan as required by State Law that specifies that FORA engage the Successor-in-Interest ("Successor") provisions of the ESCA contract.

WHEREAS, the Successor assumes responsibility and will be tasked with performing the remaining LTOs under the ESCA, including the recent amendment. It is assumed that all work under the previous \$98,000,000 contract will have been accomplished prior to FORA's dissolution as evidenced by the 2019 EPA Remedial Action Completion letters, per AOC Section XVII, Certification of Completion, housed in the Army Administrative Record located at: <http://fortordcleanup.com/documents/administrative-record/>.

WHEREAS, the City of Seaside is prepared, subject to funding, to assume ESCA responsibility and attendant local reuse authority status, including the execution of the AOC in order to complete the ESCA obligations and any property-related transfer actions required after June 30, 2020.

Execution Version

NOW, THEREFORE, the Parties agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated herein by reference.

2. Acknowledgement. FORA agrees to acknowledge Seaside as the ESCA Successor-In-Interest under the 2018 Transition Plan, and nominate Seaside to the Department of Defense as the LRA Successor.

3. Insurance Policies. FORA will request the transfer of its two pollution legal liability insurance policies and limits to Seaside. FORA shall also transfer any self-insured retention funds to Seaside to be used exclusively for ESCA and claims-related obligations. Seaside acknowledges that these insurance policies will expire in 2022 and 2024, respectively, and that Seaside's designation will be subject to approval by the insurers. Seaside's successful designation through December 31, 2024 is a condition precedent to becoming FORA's ESCA successor. Pollution legal liability insurance will be required by the ESCA from 1 January 2025 through no earlier than 30 June 2028, a requirement to be funded by the Army.

4. ESCA LTO Program Evidence of Fiduciary and Technical Capability. FORA agrees to provide technical and/or financial assistance to Seaside to meet the terms required by the Army, EPA, and DTSC that the Successor be a single entity and demonstrate technical and financial competence to complete the work.

5. ESCA records and contracts funds. FORA and Seaside shall establish a mechanism for transfer of all ESCA records, back-up documents, computer files and accounting records, and contract funds to Seaside for meeting FORA's ESCA obligations.

6. Technical Assistance. FORA agrees to request the Army extend the funding expiration date on any remaining ESCA funds (not dedicated to Post-Closure MEC Find Assessments and Long Term/LUCs Management) for Seaside to provide technical assistance and funding to complete the ESCA transfer process through June 30, 2020, including specialized legal, drafting and other staff or contract support. FORA agrees to establish and fund a pool of monies to support Seaside's assumption of responsibilities and obligations of the EDC Agreement.

7. Obligations. FORA agrees to nominate and Seaside agrees to assume the Federal local redevelopment authority "LRA" designation and the remaining reporting, monitoring, and stewardship or other identified responsibilities associated with (i) the FORA-Army 2007 ESCA, as FORA's Successor through the end of the ESCA Contract June 30, 2028 in order to complete property transfers and the ESCA to the extent that ESCA performance does not obligate or put at risk Seaside's municipal non-ESCA funds, and (ii) the EDC Agreement, as FORA's successor. Exhaustion or unavailability of ESCA funds with which to compensate Seaside for the performance of ESCA obligations will constitute a force majeure under the ESCA and the AOC, thereby relieving Seaside of its responsibility to perform FORA's surviving ESCA obligations.

Execution Version

1 8. ESCA LTO Program Evidence of Fiduciary and Technical Capability. Seaside
2 agrees to provide evidence of its fiduciary and technical capability to comply with the
3 terms of the ESCA and manage the contract financial assets with associated invoicing
4 and reporting responsibilities, to assure the Army, EPA and DTSC of continued ESCA
5 fiduciary capability.

6
7 Seaside agrees to assume FORA's ESCA Long Term Obligations Management
8 Program, as approved by the US Army, EPA and DTSC, and:

- 9
10 i. Personnel. Hire (2) full-time qualified staff to manage ESCA as required under
11 the contract provisions as currently amended through 2028, but with allowances
12 for indirect administrative overhead to assure the Army, EPA and DTSC of
13 continued ESCA technical capacity.
14
15 ii. ESCA Long-Term Obligation Support Services Contract. Enter into Support
16 Services Contracts through 2028 with specialists Arcadis, Weston Solutions,
17 Inc. and Westcliffe Engineers, Inc. (or other qualified vendors), including
18 allowances for indirect administrative overhead to assure the Army, EPA and
19 DTSC of continued ESCA technical capacity.
20
21 iii. Representation. Contract with Counsel reasonably qualified on environmental
22 issues with experience in working with state and federal entities (Army, EPA
23 and DTSC) for review and compliance as noted in the ESCA and the AOC.
24
25 iv. No Obligation of Other Entities. Monterey Peninsula Community College
26 District, the Board of Trustees of the California State University (on behalf of the
27 Monterey Bay campus), the County of Monterey, the Cities of Del Rey Oaks,
28 Marina and Monterey, the Marina Coast Water District (hereinafter collectively
29 "Grantees"), will not be a party to the ESCA, and will not bear any financial
30 liability as a result of the ESCA.
31

32 9. Coordination with other Entities. Seaside agrees to enter into agreements with
33 the Grantees for the property transfers and other necessary property-related rights to
34 effectuate the reuse and the oversight, reporting, response, and other long-term
35 stewardship obligations listed in and consistent with (a) the ESCA through 2028 on behalf
36 of the Army, and (b) the EDC Agreement.

- 37
38 i. Water Rights Allocations. Until such time as such allocations may be amended
39 by agreements, Seaside agrees to honor and abide by the water rights'
40 allocations set forth in Exhibit A attached hereto, for Government Water Rights
41 as defined in Subsection 5.02 of the EDC Agreement, that may be released by
42 the Government in the future, subject to compliance with all applicable laws.
43
44 ii. Wastewater Discharge Rights. Until such time as such allocations may be
45 amended by future agreements, Seaside agrees to establish and apply, in
46 consultation with Grantees, pursuant to Section 5.04 of the EDC Agreement, a
47 fair process to ensure that all Grantees will enjoy equitable utilization of

Execution Version

1 Wastewater Discharge Rights that may be released by the Government in the
2 future, subject to compliance with all applicable laws.

3
4 iii. Creates No Land-Use Authority. Nothing in this Agreement, nor Seaside's
5 designation as the local redevelopment authority or as FORA's successor under
6 the ESCA or EDC Agreement creates in Seaside any land-use decision-making
7 authority with respect to any land not within Seaside's City limits. Further,
8 Seaside shall not require that any land-use decisions of other entities be in
9 compliance with the Fort Ord Base Reuse Plan.

10
11 iv. Seaside shall not require payment of any sale or lease proceeds or revenues
12 (or the equivalent use of property such as licenses, permits, concession
13 agreements etc.), from other entities for the transfer of property, water rights, or
14 wastewater discharge rights received from the Army pursuant to the EDC
15 Agreement.

16
17 10. ESCA Amendment. The parties agree to work cooperatively to successfully
18 receive Army, EPA and DTSC concurrence that Seaside is the formal ESCA Successor
19 and execute the ESCA upon review and approval of terms and conditions. Seaside
20 agrees to execute an ESCA Agreement and to comply to comply with the U.S. Army
21 Corps of Engineers ("USACE") oversight and grant management requirements for funding
22 to Seaside under the ESCA terms, provided however, that the Successor activities are
23 fully funded, including without limitation provision for PLL insurance coverage, funding
24 shall be provided from January 1, 2024 through June 30, 2028 or the completion of the
25 ESCA obligations. Seaside will not pay for Regulatory Oversight unless it is a
26 reimbursement funded by the Army through the end of the ESCA obligations.

27
28 11. Administrative Order on Consent. The parties agree to work cooperatively
29 to successfully receive EPA and DTSC approval that Seaside is the formal Successor to
30 execute an AOC upon review of terms and conditions.

31
32 12. Amendment. This Agreement or any provision hereof may be changed,
33 waived, or terminated only by a statement in writing signed by the Party against which
34 such change, waiver or termination is sought to be enforced.

35
36 13. No Waiver. No delay in enforcing or failing to enforce any right under this
37 Agreement will constitute a waiver of such right. No waiver of any default under this
38 Agreement will operate as a waiver of any other default or of the same default on a future
39 occasion.

40
41 14. Partial Invalidity. If any one or more of the terms, provisions, covenants or
42 conditions of this Agreement are to any extent declared invalid, unenforceable, void or
43 voidable for any reason whatsoever by a court of competent jurisdiction, the finding or
44 order or decree of which becomes final, the Parties agree to amend the terms in a
45 reasonable manner to achieve the intention of the Parties without invalidity. If the terms
46 cannot be amended, the invalidity of one or several terms will not affect the validity of the
47 Agreement as a whole, unless the invalid terms are of such essential importance to this

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Agreement that it can be reasonably assumed that the Parties would not have contracted this Agreement without the invalid terms. In such case, the Party affected may terminate this Agreement by written notice to the other Party without prejudice to the affected Party's rights in law or equity.

15. Entire Agreement. This Agreement is intended by the Parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party had knowledge of the nature of the performance and opportunity for objection.

16. Choice of Law. This Agreement will be construed in accordance with the laws of the State of California.

17. Further Assurances. Each Party agrees to execute and deliver all further instruments and documents and take all further action that may be reasonably necessary to complete performance of its obligations hereunder and otherwise to effectuate the purposes and intent of this Agreement.

18. Headings. The headings of the sections hereof are inserted for convenience only and shall not be deemed a part of this Agreement.

19. Notices. Any notice, demand, offer, or other written instrument required or permitted to be given pursuant to this Agreement shall be acknowledged by the Party giving such notice, and shall to the extent reasonably practicable be sent by hand delivery, and if not reasonably practicable to send by hand delivery, then by telecopy, overnight courier, electronic mail, or registered mail, in each case to the other Party at the address for such Party set forth below (Note: A Party may change its place of notice by a notice sent to all other Parties in compliance with this section):

City of Seaside
Attn: City Manager
440 Harcourt Avenue
Seaside, CA 93955

Fort Ord Reuse Authority
Attn: Executive Officer
920 2nd Avenue, Suite A
Marina, CA 93933

w/ an email copy to cityattorney@ci.seaside.ca.us

20. Term of Agreement: This Agreement shall be effective on the Effective Date specified at the beginning of the Agreement and shall remain in effect unless and until terminated by mutual agreement of the Parties or upon the legal dissolution of the Fort Ord Reuse Authority, provided, however, that this Agreement shall survive as to the Grantees who are third party beneficiaries of this Agreement as set forth in paragraph 22, for so long as Seaside remains the successor LRA.

21. Authorization. Each party affirms that it is fully authorized to enter into this Agreement. The Seaside City Manager is designated on behalf of Seaside, subject to

Execution Version

review and approval of documents by the Seaside City Attorney, to enter into the terms and conditions of this Agreement, the AOC and the ESCA and sign related ESCA and AOC reporting and financial documents.

22. Third-Party Rights. The Grantees are intended to be third-party beneficiaries of this Agreement as it relates to future transfers of property, water rights, and wastewater discharge rights pursuant to the EDC Agreement, and shall have the right to enforce the provisions hereof as if they were direct parties hereto. Nothing in this Agreement is intended to confer upon any individual or entity, other than the Parties and the above-identified third-party beneficiaries, any rights or remedies whatsoever.

IN WITNESS WHEREOF, each Party has executed the Agreement with the approval of its governing body as of the date first written above.

CITY OF SEASIDE:



 Craig Malin
 City Manager

Date: 2/21/20

APPROVED AS TO FORM:



 CITY ATTORNEY

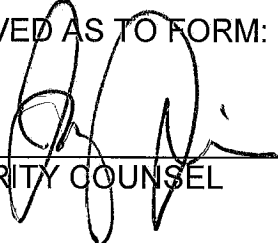
FORT ORD REUSE AUTHORITY:



 Joshua Metz Executive Officer

Date: 2/21/20

APPROVED AS TO FORM:



 AUTHORITY COUNSEL

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EXHIBIT A

Current Water Allocations & Percentage-based Allocations of Future Army Water*

	Current Water Allocations in Acre Feet	Allocation of Future Army Water Based on Percentage of Current Water Allocation
City of Marina	1340	29%
City of Monterey	65	1%
City of Seaside	1012.5	22%
County of Monterey	720	15%
CSUMB	1035	22%
City of Del Rey Oaks	242.5	5%
CA State Parks	44.5	1%
UCMBEST	230	5%

*In the unlikely event of availability of additional water from the US Army it would be distributed following the percentage-based allocation provided above. These allocations reflect previously agreed upon water distribution as per FORA Board Resolution No. 07-1 (potable water), and are consistent with the Marina Coast Water District Urban Water Management Plan (2105). They also incorporate the Memorandum of Understanding between the County of Monterey, the City of Seaside, and the FORA allocating 10 acre-feet (af) to the Central Coast Veterans Cemetery (2009), and includes the transference of 15 af to the City of Marina for Veterans Transition Center housing (effective Nov 20, 2017).



ACQUISITION
AND SUSTAINMENT

OFFICE OF THE UNDER SECRETARY OF DEFENSE

3000 DEFENSE PENTAGON
WASHINGTON, DC 20301-3000

Exhibit C

Mr. Joshua Metz
Executive Officer
Fort Ord Redevelopment Authority
920 2nd Avenue, Suite A
Marina, CA 93933

Mr. Craig Malin
City Manager
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Dear Mr. Metz and Mr. Malin:

On behalf of the Secretary of Defense and pursuant to the Defense Base Closure and Realignment Act of 1990, as amended, this letter serves as recognition of the City of Seaside as the successor Local Redevelopment Authority with an effective date of July 1, 2020, for the purposes of implementing the Economic Development Conveyance Agreement with the U.S. Army at the former Fort Ord.

Questions pertaining to this recognition or requests for assistance to guide your implementation activity may be directed to Ms. Liz Chimienti, Office of Economic Adjustment Project Manager, at (703) 901-7644.

Sincerely,

O'BRIEN.PATRICK
K.J.1231200319

Digitally signed by
O'BRIEN.PATRICK.J.123120031
9
Date: 2020.04.30 17:42:28 -04'00'

Patrick J. O'Brien
Director
Office of Economic Adjustment

cc:
DASA(IH&P)

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE, ACTING AS THE FEDERALLY RECOGNIZED LOCAL REDEVELOPMENT AUTHORITY AND SUCCESSOR TO THE FORT ORD REUSE AUTHORITY AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS TO TRANSFER A PORTION OF BLANCO ROAD TO THE COUNTY OF MONTEREY

WHEREAS, In 1994, the Fort Ord Reuse Authority (FORA), a regional governmental entity, was established pursuant to the Fort Ord Reuse Authority Act (California Government Code Sections 67650 et seq.) to plan, facilitate and manage the transfer of property of the former Fort Ord from the United States Army to the governing local jurisdictions or their designee(s); and

WHEREAS, the Office of Economic Adjustment on behalf of the Secretary of Defense of the United States of America recognized FORA as the Local Redevelopment Authority ("LRA") for property transfers from the Army; and

WHEREAS, On or about June 23, 2000, FORA and the Army entered into an Economic Development Conveyance Memorandum of Agreement ("EDC MOA"), whereby FORA acquired portions of the former Fort Ord consisting of approximately five thousand two hundred (5,200) acres of land, including all buildings, personal property, appurtenances, rights-of-way, drainage areas, and other real property interests as defined (Document No. 2000040124, recorded on June 23, 2000 in the Office of the Monterey County Recorder); and

WHEREAS, the EDC MOA, among other things, enumerated the property to be transferred with reference to Army parcel numbers and identified the local jurisdictions to which each of the referenced parcels were to be transferred; and

WHEREAS, the EDC MOA identified Parcel No. L20.11.1, described as "ROW [Right of Way]/Blanco Road," as a parcel to be transferred to the County of Monterey; and

WHEREAS, FORA and the County entered into an Implementation Agreement, dated May 8, 2000, setting forth terms and conditions for transfer of certain identified properties to the County, including identifying Parcel No. L.20.11.1 as a parcel to be transferred to the County (Document No. 2001088380, recorded on October 18, 2001 in the Office of the Monterey County Recorder); and

WHEREAS, Parcel No. L.20.11.1 consists of a 31.19 acre portion of Blanco Road, located north of Reservation Road within the County jurisdictional limits, as more fully described and shown in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, FORA dissolved by operation of law on June 30, 2020 pursuant to California Government Code section 67700; and

WHEREAS, on or about February 21, 2020, in anticipation of the dissolution of FORA, FORA and Seaside entered into an agreement in which FORA nominated the City of Seaside as the LRA to succeed FORA, and Seaside agreed to assume the LRA designation and the remaining responsibilities under the EDC after FORA dissolution (Exhibit B); and

WHEREAS, on or about April 30, 2020, the United States Department of Defense accepted the City of Seaside as the successor LRA to FORA, effective July 1, 2020, for the purpose of implementing the EDC at the former Fort Ord (Exhibit C); and

WHEREAS, after the dissolution of FORA, the County discovered that it had no record of transfer of Parcel L.20.11.1 from FORA to the County; and

WHEREAS, Seaside and County confirmed through research that the Army had transferred the parcel to FORA as part of a quitclaim deed (Document No. 2000050371, recorded on August 8, 2000 in the in the Office of the Monterey County Recorder), but FORA had not transferred Parcel L.20.11.1 to the County or to any other jurisdiction; and

WHEREAS, the parties recognize that Seaside as LRA and successor to FOR A has the authority and responsibility to transfer Parcel L.20.11.1 to the County; and

WHEREAS, the transfer of Parcel L.20.11.1 from the Fort Ord Reuse Authority through Seaside as successor LRA to the County is not a project under California Environmental Quality Act Guidelines section 15378(b)(5) because it is an administrative action that does not involve any commitment to any specific project that may result in a potentially significant impact on the environment.

NOW, THEREFORE, BE IT RESOLVED that the City Council acting in its capacity as successor to the Fort Ord Reuse Authority and as the Federally appointed Local Reuse Authority for the former Fort Ord, hereby authorizes the City Manager to executed such documents effectuating the transfer of Blanco Road from the Fort Ord Reuse Authority to the County of Monterey, including without limitation a Memorandum of Understanding with the County of Monterey, and related Quit Claim Deed for Blanco Road (Parcel L.20.11.1), in substantially the form as attached hereto, and as finally approved by the City Attorney.

PASSED AND ADOPTED by meeting of City of Seaside duly held on the 3rd day of February 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ashley Collick, Assistant City Manager

DATE: February 3, 2022

SUBJECT: ADOPT A RESOLUTION APPROVING THE BROADWAY WALK OF FAME POLICY

RECOMMENDATION

Adopt a resolution approving the Broadway Walk of Fame policy and establishing the Broadway Walk of Fame Adhoc committee.

BACKGROUND

On April 15, 2021, the Council authorized the establishment of a walk of fame program on Broadway Avenue to honor Seaside residents that have made significant contributions to the community, and directed staff to return with a policy.

Purpose

The "Broadway Walk of Fame" will provide a unique attraction that enhances and encourages a walkable downtown. Each star will honor local Seaside residents and serve as a living historical record of our achievements. Inductees will be those who have made a significant and lasting contribution to the quality of life in Seaside – which has, indeed, cast a long shadow on our city's history.

The program will align with the Parks, Recreational Facility, City-owned building, and Street naming policy as appropriate and the City Manager or designee will manage the Broadway Walk of Fame program and support the Committee in its assigned duties.

Nominee criteria

Broadway Walk of Fame Nominees must meet one of the categories listed within the policy. No more than one category may be selected.

The Broadway Walk of Fame Nominees must have made a consistent and positive

impact in three or more of the eligibility criteria listed within the policy.

Nominees will be inducted into the Broadway Walk of Fame program on an annual basis.

The Adhoc Committee

The Broadway Walk of Fame Adhoc committee will be established in order to make recommendations on the design of the star, assist staff regarding placement recommendations on Broadway for the first cycle of the program, and be responsible for reviewing applications and making nominee inductee recommendations to the Council.

The Adhoc committee will consist of a combination of commissioners made up of C-Jobs, Art & History, and Seaside Residents. A maximum of two members from each commission and a maximum of three Seaside residents selected by the Mayor. There will be a minimum of 5 members with a maximum of 7 members total.

Application Process

In March of each calendar year, the Broadway Walk of Fame program will open the application period for nominations. Applications will be accepted for 30 calendar days.

Applications deemed incomplete will be rejected. Nominees not selected for the installation can reapply the following year for consideration.

All nominations will be given the same consideration without regard to the nomination source.

Applications that do not meet the criteria set forth in this policy will be denied.

The names of individuals or corporations or groups involved in controversial enterprises or activities, such as those that would be detrimental to the mission or image of the City of Seaside will be avoided, and the application will be denied; and

A denial letter will be sent to the applicant detailing the reason(s) for denial. Applicants are eligible to re-apply in the following year if the criteria for their original application has been met.

Fees

The applicant or group will be responsible for the fees associated with the purchase of the star and all installation costs; and

The City Council may waive the fees associated with the purchase and / or installation costs at their direction and may elect to establish an annual budget for this program; and

Council Review Process

The Council will determine star placement on Broadway, hearing recommendations from staff. Placement will be done in phases, with consideration for the walkability and enhancement of downtown.

The City Council shall have the final authority to name and rename the commemorative star.

Under extraordinary circumstances that would cast a negative image upon the City, any star naming in honor of an individual, family or group may be revoked at the discretion of the City Council.

The Council has the authority to modify this program as needed in order to meet the policy objectives.

Recognition Ceremony

Inductees will be recognized in a public ceremony, proclamation, and honored with a star on the "Broadway Walk of Fame" in downtown Seaside.

Program time line

March 2022: Broadway Walk of Fame Application opens.

April 2022: Committee meetings will begin.

June 2022: Star recommendations will be submitted to the Council for approval.

FISCAL IMPACT

The Council allocated \$40,000 in FY 20/21 for the Broadway Walk of Fame's first cycle of inductees.

ATTACHMENTS

1. BROADWAY WALK OF FAME POLICY DRAFT
2. RESOLUTION

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager



BROADWAY WALK OF FAME POLICY

I. Purpose

The "Broadway Walk of Fame" will provide a unique attraction that enhances and encourages a walkable downtown. Each star will honor local Seaside residents and serve as a living historical record of our achievements as a community.

The ultimate goal is to honor those individuals who have made a significant and lasting contribution to the quality of life in Seaside – who have, indeed, cast a long shadow on our City's history.

This program will align with the Parks, Recreational Facility, City owned building, and street naming policy as appropriate.

II. Eligibility Criteria

A. Broadway Walk of Fame Nominees must meet one of the following categories (no more than one category may be selected):

1. Athletics and Competition
2. Arts and Performing Media
3. Civics and Government
4. Community and Social Equality
5. Education
6. Environment and Conservation
7. Journalism and Literature
8. Outstanding Achievement

B. Broadway Walk of Fame Nominees must have made a consistent and positive impact in three or more of the areas listed below:

1. Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.
2. Bringing positive recognition to the City on a local, national, or global stage.
3. Contributing a significant historical impact.
4. Contributing to the health and safety of our citizens.
5. Contributing to the quality of life of our citizens
6. Expanding opportunities for the City of Seaside to become a destination of choice.
7. Extraordinary effort to overcome challenges to achieve contribution.
8. Fostering the spirit of our community.
9. Making lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside.



10. Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.
11. Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility.
12. Providing economic development or redevelopment activity.
13. Providing positive opportunities for the future of our youth.
14. Volunteering or working in the community for five (5) or more years.

III. Broadway Walk of Fame Committee

- A. The purpose of the Committee is twofold:
 1. The Committee is an ad hoc committee to the Council to make recommendations on the design of the star and to assist staff regarding placement recommendations on Broadway for the first cycle of the program.
 2. The Committee will be responsible for reviewing applications and making nominee inductee recommendations to Council.
- B. The Broadway Walk of Fame Committee will consist of a combination of commissioners made up of C-Jobs, Art & History, and Seaside Residents. A maximum of two members from each commission and a maximum of three Seaside residents to be selected by the Mayor. There will be a minimum of 5 members with a maximum of 7 members total.

IV. Application Process

Nominees will be inducted into the Broadway Walk of Fame program on an annual basis. Applications deemed incomplete will be rejected. Nominees not selected for the installation can reapply the following year for consideration.

- A. In March of each calendar year, the City's Broadway Walk of Fame program will open the application period for nominations for the Walk of Fame. Applications will be accepted for a 30 calendar days.
- B. All complete applications received will be forwarded to the Committee for review and consideration.
- C. The Committee will review all applications and meet with applicants as needed to make a final recommendation to the Council at their next regularly scheduled meeting.
- D. The applicant shall be able to provide clear evidence that the individual to be honored has made a significant contribution to the Seaside community based on the eligibility criteria.
- E. A maximum of six inductees will be added to the Walk of Fame on an annual basis.
- F. All nominations will be given the same consideration without regard to the nomination source. Applications that do not meet the criteria set forth in this policy will be denied.



- G. The names of individuals or corporations or groups involved in controversial enterprises or activities, such as those that would be detrimental to the mission or image of the City of Seaside will be avoided, and the application will be denied.
- H. A denial letter will be sent to the applicant detailing the reason(s) for denial. Applicants are eligible to re-apply in the following year if the criteria for their original application has been met.

V. Fees

- A. The applicant or group will be responsible for the fees associated with the purchase of the star and all installation costs.
- B. The City Council may waive the fees associated with the purchase and / or installation costs at their direction and may elect to establish an annual budget for this program.

VI. Recognition Ceremony

- A. Inductees will be recognized in a public ceremony, proclamation, and honored with a star on the "Broadway Walk of Fame" in downtown Seaside.

VII. City Council Review Process:

- A. The Council will determine star placement on Broadway, hearing recommendations from staff. Placement will be done in phases, with consideration for the walkability and enhancement of downtown.
- B. The City Council shall have the final authority to name and rename the commemorative star.
- C. Under extraordinary circumstances that would cast a negative image upon the City, any star naming in honor of an individual, family or group may be revoked at the discretion of the City Council.
- D. The Council has the authority to modify this program as needed in order to meet the policy objectives.
- E. The City Manager or designee will manage the Broadway Walk of Fame program and support the Committee in its assigned duties.



January 26, 2022

BROADWAY WALK OF FAME APPLICATION

Name of Nominee: _____ Mailing Address: _____

City / State: _____ Phone: _____ E-mail: _____

Applicant or Group: (if different from nominee): _____ Mailing Address: _____

City / State: _____ Phone: _____ E-mail: _____

Please select the nomination category (no more than one category may be selected):

Category	YES	NO	Category	YES	NO
Athletics and Competition			Arts and Performing Media		
Civics and Government			Community and Social Equality		
Education			Environment and Conservation		
Journalism and Literature			Outstanding Achievement		

The Broadway Walk of Fame nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

Criteria	YES	NO	Criteria	YES	NO
Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.			Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility.		
Bringing positive recognition to the city on a local, national, or global stage.			Volunteering or working in the community for five (5) or more years.		
Contributing to the quality of life of our citizens.			Providing economic development or redevelopment activity.		
Enhancing Seaside as a place to live, work, or visit.			Contributing significant historical impact.		
Fostering the spirit of our community.			Extraordinary effort to overcome challenges to achieve contribution.		
Making lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside.			Contributing to the health and safety of our citizens.		
Providing positive opportunities for the future of our youth.			Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.		



Question	YES	NO
Is the Nominee aware of the Broadway Walk of Fame nomination? <i>**This question is informational and not related to the criteria section**</i>		

If no, please explain why:

Please provide written justification supporting your nomination for the Broadway Walk of Fame or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

JUSTIFICATION:

Please attach petitions and/or letters of support from City community groups and organizations.

Signature: _____ Print Name: _____ Date: _____

If you have any questions, please call the City Manager's office at (831) 899-6700.

Please return completed application to:
City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955
Email: cityclerk@ci.seaside.ca.us, Subject: Broadway Walk of Fame Application

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPTING THE BROADWAY WALK OF FAME POLICY AND ESTABLISHING THE BROADWAY WALK OF FAME AD HOC COMMITTEE

WHEREAS, on April 15, 2021, the Council discussed and authorized the establishment a walk of fame program on Broadway Avenue to honor Seaside residents that have made significant contributions to the community, and directed staff to return with a policy; and

WHEREAS, the Council allocated \$40,000 in FY 20/21 for the Broadway Walk of Fame's first cycle of inductees; and

WHEREAS, the "Broadway Walk of Fame" will provide a unique attraction that enhances and encourages a walkable downtown. Each star will honor local Seaside residents and serve as a living historical record of our achievements as a community; and

WHEREAS, the ultimate goal of the program is to honor those individuals who have made a significant and lasting contribution to the quality of life in Seaside – who have, indeed, cast a long shadow on our City's history; and

WHEREAS, the Broadway Walk of Fame program will align with the Parks, Recreational Facility, City owned building, and street naming policy as appropriate; and

WHEREAS, the City Manager or designee will manage the Broadway Walk of Fame program and support the Committee in its assigned duties; and

WHEREAS, the Broadway Walk of Fame Adhoc committee will be established in order to make recommendations on the design of the star, assist staff regarding placement recommendations on Broadway for the first cycle of the program, and be responsible for reviewing applications and making nominee inductee recommendations to Council; and

WHEREAS, the Broadway Walk of Fame Adhoc Committee will consist of a combination of commissioners made up of C-Jobs, Art & History, and Seaside Residents. A maximum of two members from each commission and a maximum of three Seaside residents to be selected by the Mayor. There will be a minimum of 5 members with a maximum of 7 members total; and

WHEREAS, the nominees will be inducted into the Broadway Walk of Fame program on an annual basis. Applications deemed incomplete will be rejected. Nominees not selected for the installation can reapply the following year for consideration; and

WHEREAS, the Broadway Walk of Fame Nominees must meet one of the categories listed within the policy (no more than one category may be selected); and

WHEREAS, the Broadway Walk of Fame Nominees must have made a consistent and positive impact in three or more of the eligibility criteria listed within the policy; and

WHEREAS, all nominations will be given the same consideration without regard to the nomination source. Applications that do not meet the criteria set forth in this policy will be denied; and

WHEREAS, the names of individuals or corporations or groups involved in controversial enterprises or activities, such as those that would be detrimental to the mission or image of the City of Seaside will be avoided, and the application will be denied; and

WHEREAS, the applicant or group will be responsible for the fees associated with the purchase of the star and all installation costs; and

WHEREAS, the City Council may waive the fees associated with the purchase and / or installation costs at their direction and may elect to establish an annual budget for this program; and

WHEREAS, inductees will be recognized in a public ceremony, proclamation, and honored with a star on the "Broadway Walk of Fame" in downtown Seaside; and

WHEREAS, the Council will determine star placement on Broadway, hearing recommendations from staff. Placement will be done in phases, with consideration for the walkability and enhancement of downtown; and

WHEREAS, the City Council shall have the final authority to name and rename the commemorative star; and

WHEREAS, under extraordinary circumstances that would cast a negative image upon the City, any star naming in honor of an individual, family or group may be revoked at the discretion of the City Council; and

WHEREAS, the Council has the authority to modify this program as needed in order to meet the policy objectives; 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 adoption of the Broadway Walk of Fame policy and form the Adhoc committee.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 3rd day of February 2022 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Trevin Barber, Assistant City Manager

DATE: February 3, 2022

SUBJECT: REVIEW OF ABANDONED BUILDING PROGRAM

RECOMMENDATION

Receive report and provide direction to staff.

BACKGROUND

At the City Council Meeting on July 7, 2021, the City Council requested information relating to programs for vacant commercial businesses. During the January 20, 2022, meeting, the City Council clarified the request by asking for information on the Abandoned Residential Property Registration program currently operated by the City of Seaside, as listed in Chapter 8.29 of the City's Municipal Code. This item is informational only. It does not adopt a fee or request changes to a fee.

Existing Municipal Code

The City of Seaside's Municipal Code currently has vacant property regulations and penalties as adopted by Ord. 1070 § 2, 2019 and Ord. 996 § 1, 2011. If a property is deemed uninhabitable and is not in danger of structural collapse, a placard of condemnation and an order for the structure to be boarded/fenced is given. Additionally, an owner will owe a debt for failure to comply within a specified time, for the cost of boarding said structure and to be collected by any legal means. The City's Municipal Code also requires vacant residential properties to register with the City. Chapter 8.29 Abandoned Residential Property Registration was specifically established for registration of abandoned residential properties in order to protect neighborhoods from blight. The registration of the vacant property is valid until the property no longer remains subject to the chapter. After registration of a property, there is a fee set by the City Council that must be paid and property is to be kept within security and maintenance requirements. The current fee is \$62.00. Within the chapter, Ord. 996 cites that any violation of said chapter will be charged as a misdemeanor; treated as a strict

liability offense; violation of any portion of the chapter will be subject to prosecution or administrative enforcement.

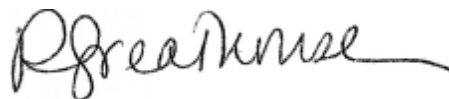
FISCAL IMPACT

None

ATTACHMENTS

None

Reviewed for Submission to the City Council by:

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Roberta Greathouse, Acting City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.C.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: February 3, 2022

**SUBJECT: DISCUSS OPTIONS FOR REPLACING THE BASKETBALL COURT
AT LINCOLN CUNNINGHAM PARK TO ENABLE STAFF TO
OBTAIN AN ESTIMATE FOR A NEW COURT**

RECOMMENDATION

Review options and provide direction for the replacement of the basketball court at Lincoln Cunningham Park.

BACKGROUND

Staff and Mayor Pro Tem Pacheco met at Lincoln Cunningham Park and discussed options for replacing the single court that is currently at the park. Those options included 1) a full-size court; 2) a half court; and 3) a multipurpose court. It is recommended staff obtain an estimate for a full-court and staff is prepared to do so within the next 120 days.

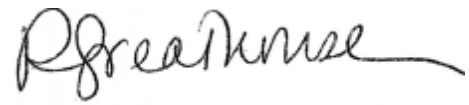
FISCAL IMPACT

The is no fiscal impact associated with this item.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read "R Greathouse", with a long horizontal flourish extending to the right.

Roberta Greathouse, Acting City Manager