



AGENDA

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

CONCURRENT MEETING
HYBRID (VIRTUAL & IN PERSON)
Thursday, February 17, 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.

A. REVIEW OF UPCOMING CITYWIDE EVENTS (ERNESTO ALTAMIRANO, COMMUNICATIONS & COMMUNITY ENGAGEMENT SPECIALIST)

7. PRESENTATIONS

A. UPDATE ON IMPLEMENTATION OF THE PRIORITY-IMPACT PLASTIC POLLUTION ORDINANCE (LACEY RAAK, CHAIRPERSON OF THE ENVIRONMENTAL COMMISSION)

B. VACCINATION UPDATE (FIRE CHIEF MARY GUTIERREZ)

C. CAPITAL IMPROVEMENT PROGRAM UPDATE (NISHA PATEL, PUBLIC WORKS DIRECTOR/ CITY ENGINEER)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM JANUARY 27 AND FEBRUARY 3, 2022

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of January 1, 2022, through January 14, 2022, including the payroll and benefits checks, direct deposits, and wired payments

related to the pay period ending January 13, 2022. Total Accounts Payable and Payroll for the above referenced period is \$1,438,173.85.

C. APPROVE MODIFICATION OF THE BROADWAY WALK OF FAME AD-HOC POLICY TO INCREASE THE NUMBER OF ADHOC COMMITTEE MEMBERS TO A MAXIMUM OF NINE

RECOMMENDATION: Approve the modification of the Broadway Walk of Fame Policy to increase the number of ad hoc committee members to a maximum of nine.

D. APPROVE A FEE WAIVER FROM HINDU TEMPLE OF MONTEREY PENINSULA FOR THE USE OF THE LAGUNA GRANDE HALL AND FOR THEIR JAGRATA - PRAYER MEETING EVENT ON JUNE 18, 2022

RECOMMENDATION: Approve the fee waiver request from the Hindu Temple of Monterey Peninsula for the use of Laguna Grande Hall to hold their Jagrata - Prayer Meeting in the amount of \$618.75, the Organization to provide the City with the non-refundable portion of the deposit of \$92.25 and purchase the City's insurance of \$217.00.

E. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE POLICE ACTIVITIES LEAGUE

RECOMMENDATION: Approve a request from Seaside Police Activities League (P.A.L.) for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs of new equipment and basketball uniforms.

F. APPROVE THE TRAFFIC ADVISORY (TAC) COMMITTEE RECOMMENDATION FOR TWO HOUR TIMED LIMITED PARKING DESIGNATION IN FRONT OF 1049 BROADWAY AVENUE

RECOMMENDATION: Approve the Traffic Advisory Committee (TAC) recommendation for 2 hour parking designation in front of 1049 Broadway Avenue.

G. ADOPT A RESOLUTION MODIFYING THE PART TIME SALARY SCHEDULE FOR AQUATIC PERSONNEL AND ESTABLISHING THE 40 HOUR SALARY SCHEDULE FOR FIRE PERSONNEL

RECOMMENDATION: Adopt a resolution modifying the salary schedule for part-time, unclassified, aquatic personnel, and establishing the 40 hour salary schedule for Fire Department personnel.

H. ADOPT A RESOLUTION AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR CAL RECYCLE GRANTS FOR WHICH THE CITY OF

SEASIDE IS ELIGIBLE AND APPROVE AMENDMENT TO EXISTING MOU FOR SHARED COSTS RELATED TO SB1383

RECOMMENDATION: 1. Approve Resolution of the City of Seaside authorizing submittal of application(s) for all CalRecycle Grant and Payment Programs for which the City of Seaside is eligible and to empower the City Manager, or their designee, to execute all necessary documents and materials related to therein; and

2. Amend the MOU for Shared-Costs related to SB 1383 to incorporate a new Exhibit C outlining the SB 1383 Local Assistance Grant Program (OWR1: 2021-22) grant funding and member proportionate shares.

I. ADOPT A RESOLUTION AUTHORIZING THE TEMPORARY STREET CLOSURE POLICY

RECOMMENDATION: Adopt a resolution authorizing the Temporary Street Closure Policy.

J. APPROVE PROCLAMATION RECOGNIZING IRISH AMERICAN HERITAGE MONTH FOR MARCH 2022

RECOMMENDATION: Approve a proclamation declaring March 2022 as Irish Heritage Month to recognize the contributions of Irish Americans to our society.

K. APPROVE PROCLAMATION RECOGNIZING WOMEN'S HISTORY MONTH FOR MARCH 2022

RECOMMENDATION: Approve a proclamation declaring March 2022 as Women's Month to recognize the contributions of Women to our society.

L. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MUNICIPAL ADVISOR AGREEMENT WITH NHA ADVISORS, LLC, FOR MUNICIPAL ADVISORY SERVICES AND APPROVE A REGULATORY DISCLOSURE LETTER REGARDING THE CITY OF SEASIDE CAMPUS TOWN DEVELOPMENT PROJECT (CFD FORMATION) WITH A NOT TO EXCEED AMOUNT OF \$27,500.00

RECOMMENDATION: Authorize the City Manager to enter into an agreement with NHA Advisors, LLC as attached.

9. BUSINESS ITEMS

A. ACCEPT THE COMMUNITY SOCIAL SERVICES GRANT YEAR ONE REPORT

RECOMMENDATION: Accept the Community Social Services Grant Year One

report.

B. REVIEW, DISCUSS, AND PROVIDE DIRECTION ON A COMMUNITY WORKFORCE AGREEMENT

RECOMMENDATION: Review the draft Community Workforce Agreement and provide directions.

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

1. Discussion about the status and future of the General Plan (Campbell)
2. Vacancy Registration List (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; Seaside City Employees' Association; Seaside Management and Supervisory Employees Association; and Seaside Public Safety Management Association

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

Petrovich Development Company, LLC v. City of Seaside, et. al.
United States District Court, Northern District, San Jose Division
Court case: 21-CV-07797-NC

C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE

SECTION 54956.9: EXISTING LITIGATION

Committee for Sound Water and Land Development of Fort Ord v. Seaside, et al.
Sixth District Court of Appeal
Case No.: H049031

D. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9: POTENTIAL LITIGATION (1 MATTER)

Potential Litigation (1 Matter)

13. ADJOURNMENT

Next Regularly Scheduled Meeting:
March 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.



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

CONTINUED MEETING
VIRTUAL ONLY
Thursday, January 27, 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

3. PLEDGE OF ALLEGIANCE

Pledge led by Mayor Pro Tem/Vice Chair Pacheco.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

None.

6. 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. (REQUIRES 4/5 VOTE)**

Acting City Manager Roberta Greathouse introduced the item, providing the Council with a brief overview for the item. Housing Program Manager Ben Nurse also provided information on what the Council could expect after the hearing in regards to next steps.

PUBLIC COMMENT: Karla Lobo

On motion by Council/Agency Member Campbell and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following roll call vote, the City Council/Successor

Agency moved to extend Urgency Ordinance 2011 establishing regulations for the subdivision and development of qualified Senate Bill 9 properties within the City of Seaside.

RESULT: 4-1-0-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco

NOES: Wizard

ABSTAIN: None

ABSENT: None

7. ADJOURNMENT

With no further business, the meeting adjourned at 5:17 p.m.

Respectfully submitted,

Dominique L. Davis, City/Agency Clerk

Ian N. Oglesby, Mayor/Chair



DRAFT MINUTES

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

CONCURRENT MEETING
VIRTUAL ONLY
Thursday, February 3, 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 led by Pastor Grant Combs (Lighthouse Baptist Church). The pledge was led by Council/Agency Member Campbell.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Annalisa Mitchell, Dianne Nielson, Peter Kaiser, Karla Lobo, Eloise Shim, Pastor Ronald Britt, Rosalyn Green, Pastor Kenneth Murray

6. PUBLIC AGENCY COMMUNICATIONS

Ashley Collick, Assistant City Manager provided information regarding the City Manager recruitment is open and posted on the City's website. The recruitment closes on February 25.

7. PRESENTATIONS

A. POLICE DEPARTMENT ANNUAL PUBLIC SAFETY REPORT (POLICE CHIEF NICHOLAS BORGES)

Acting Police Chief Borges provided a presentation and responded to questions from the Council.

B. VACCINATION UPDATE (FIRE CHIEF MARY GUTIERREZ)

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

8. CONSENT AGENDA

Alex Miller requested to pull item 8E: Adopt a resolution approving the proposed changes to the City of Seaside Boards, Commissions and Committees Handbook.

PUBLIC COMMENT: Alex Miller

On motion by Council/Agency Member Campbell and second by --- and carried by the following vote, the City Council/Successor Agency moved to approve the Consent Agenda except for item 8E:

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

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

ACTION: ADOPTED RESO #22-16

B. APPROVE MINUTES FROM JANUARY 20, 2022

ACTION: APPROVED

C. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED & FILED

D. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: APPROVED & FILED

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

Alex Miller asked that Boards, Commissions and Committees that request to meet monthly, be granted that request in coordination with their staff liaison.

On motion by Council/Agency Member Pacheco and second by Council/Agency Member Wizard and carried by the following roll call vote, the City Council/Successor

Agency moved to adopt the resolution and adopt the proposed changes to the handbook.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #22-17

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

ACTION: ADOPTED RESO #22-18

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

ACTION: ADOPTED RESO #22-19

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

ACTION: ADOPTED RESO #22-20

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

ACTION: ADOPTED RESO #22-21

9. BUSINESS ITEMS

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

Assistant City Manager Ashley Collick provided a presentation and responded to questions from the Council.

PUBLIC COMMENT: Annalisa Mitchell, Pastor Ronald Britt, Rosalyn Green, Pastor

Kenneth Murray, Darryl Choates, Karla Lobo, Franco Pacheco

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 adopt a resolution approving the Broadway Walk of Fame policy.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #22-22

B. REVIEW OF ABANDONED BUILDING PROGRAM

Assistant City Manager Trevin Barber provided a presentation and responded to questions from the Council.

No comments from the public.

ACTION: Direction to bring back a discussion.

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

Acting City Manager Roberta Greathouse provided a presentation and responded to questions from the Council. Mayor Pro Tem Pacheco provided a presentation on the item and responded to comments from the Council

PUBLIC COMMENT: Franco Pacheco

ACTION: Direction to bring back an estimate on a full asphalt basketball court at Lincoln-Cunningham Park.

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. Discussion on the status and future of the General Plan (Campbell)

B. FOLLOW UP ON PREVIOUS REQUESTS

1. Presentation on cannabis tax schedule (Wizard)

Acting City Manager Greathouse reported that the item would be ready for the

Council in June.

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

Reports provided.

12. CLOSED SESSION

City Attorney Sheri Damon read the closed session items and did not anticipate a report out.

PUBLIC COMMENT: None

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 REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8:

Property: Veterans Cemetery (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

With no further business, the meeting adjourned at 10:13 p.m.

Respectfully submitted,

Dominique L. Davis, City/Agency Clerk

Ian N. Oglesby, Mayor/Chair



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Loreene Bermudez-Onate, Accountant II

DATE: February 17, 2022

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of January 1, 2022, through January 14, 2022, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending January 13, 2022. Total Accounts Payable and Payroll for the above referenced period is \$1,438,173.85.

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:

- \$10,862.07 to Access Media Productions for July - September 2021 PEG fees (Public, Educational and Government access programming) for AT&T and Comcast.
- \$14,419.24 to Harris & Associates, Inc. for SCSD project management services for Pavement Rehabilitation from 8/29/2021-10/2/2021.
- \$16,140.00 to Westcliff Engineers, Inc. for ESCA - Fort Ord Support Services

website upgrades and safety training.

- \$11,775.00 to Monterey Bay Military Housing LLC for United Way rental assistance for 1 tenant for 15 months ending 11/1/2021.
- \$24,857.00 to Del Monte Manor for United Way rental assistance for 3 tenants for 30 months ending 2/1/2022.
- \$16,339.20 to Silver & Wright, LLP for Legal services for 1661 Mescal Ct and General Code Enforcement Services for the period of November 2021.
- \$13,300.00 to Kyle C. Chan for United Way rental assistance for 2 tenants for 5 months ending 1/1/2022.

The Net Payroll and Payroll benefits total was \$954,458.21.

The remaining checks, totaling \$376,023.13, 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.C.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ashley Collick, Assistant City Manager

DATE: February 17, 2022

**SUBJECT: APPROVE MODIFICATION OF THE BROADWAY WALK OF FAME
AD-HOC POLICY TO INCREASE THE NUMBER OF ADHOC
COMMITTEE MEMBERS TO A MAXIMUM OF NINE**

RECOMMENDATION

Approve the modification of the Broadway Walk of Fame Policy to increase the number of ad hoc committee members to a maximum of nine.

BACKGROUND

The Broadway Walk of Fame policy was approved by the Council on February 3, 2022.

The number of committee members is being increased to reflect the amount of work required in the inaugural year of the program.

The ad hoc committee will be responsible for making recommendations on the design of the star, assisting staff regarding placement recommendations on Broadway and for reviewing applications and making nominee inductee recommendations to Council.

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 five Seaside residents are selected by the Mayor. The committee will consist of a minimum of five members and a maximum of nine members.

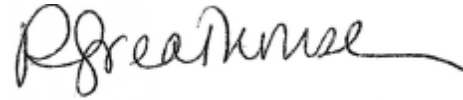
FISCAL IMPACT

There is no fiscal impact association with the modification of the policy.

ATTACHMENTS

1. Policy Draft
-

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



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. A minimum of three years’ residency in the City of Seaside and or has made a significant positive impact on Seaside.
2. Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.
3. Bringing positive recognition to the City on a local, national, or global stage.
4. Contributing a significant historical impact.
5. Contributing to the health and safety of our citizens.
6. Contributing to the quality of life of our citizens
7. Expanding opportunities for the City of Seaside to become a destination of choice.
8. Extraordinary effort to overcome challenges to achieve contribution.
9. Fostering the spirit of our community.



10. Making lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside.
11. Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.
12. Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility.
13. Providing economic development or redevelopment activity.
14. Providing positive opportunities for the future of our youth.
15. 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~~five Seaside residents to be selected by the Mayor. There will be a minimum of 5 members with a maximum of ~~7~~9 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.



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
A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.					
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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: February 17, 2022

SUBJECT: APPROVE A FEE WAIVER FROM HINDU TEMPLE OF MONTEREY PENINSULA FOR THE USE OF THE LAGUNA GRANDE HALL AND FOR THEIR JAGRATA - PRAYER MEETING EVENT ON JUNE 18, 2022

RECOMMENDATION

Approve the fee waiver request from the Hindu Temple of Monterey Peninsula for the use of Laguna Grande Hall to hold their Jagrata - Prayer Meeting in the amount of \$618.75, the Organization to provide the City with the non-refundable portion of the deposit of \$92.25 and purchase the City's insurance of \$217.00.

BACKGROUND

The Hindu Temple of Monterey Peninsula is a non-profit organization. The Hindu Temple is requesting a fee waiver to help cover the cost associated with their Jagrata - Prayer Meeting on Saturday, June 18, 2022, from 12:00 p.m. to 11:00 p.m. in the Laguna Grande Hall at the Oldemeyer Center. Jagrata is a Hindu ritual, mainly prevalent in North India, consisting of all-night vigil, songs and dance in honor of a deity and puja. Often, jagran is performed in honor of various Hindu goddesses as well as various folk deities. Devotees worship the deity through the night by singing bhajans, reciting aarti and listening to legends of the deity.

Staff recommends that the fees be waived for the rental cost of the facility and that the organization provide liability coverage and pay only the non-refundable portion of the deposit of \$92.25 to go towards the building maintenance fund.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

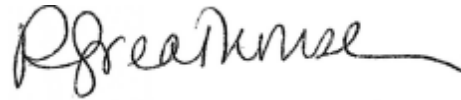
Laguna Grande Hall Fee 11 Hours @ \$56.25	\$618.75
Insurance	\$207.00
<u>Deposit Non Refundable Portion</u>	<u>\$ 92.25</u>
TOTAL	\$928.00

Should the City Council approve the request with the staff recommendation to waive all rental fees but require payment for the insurance and the non-refundable deposit only, the fiscal impact is \$618.75.

ATTACHMENTS

1. Hindu Temple of Monterey Peninsula Fee Waiver - Jagrata - Prayer Meeting 2022
 2. Hindu Temple of Monterey Peninsula - 501(C)(3)
-

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

Organization: Hindu Temple of Monterey Peninsula
Name of Applicant: Kushma Maharaj
Address: P.O. Box 620 City: Seaside CA State: 93955
Phone: 831-241-1475 Email: Kushma Maharaj@yahoo.com

EVENT INFORMATION:

Event Title: Jagrata - Prayer Meeting
Event Description: Prayer Meeting with family + friends
Event Date: 6/18/2022 Room(s) Requested: Laguna Grande Hall
Time (including set-up): 12 - 11pm Approximate Number of Guests: 200 km

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: We are Non Profit Solies. Public Hindu Cultural Event - Serving the People of Monterey.

Have you received a Fee Waiver in the past? ☒ Yes, the event was on 10/23/2020 No

What is your organization's tax identification number? 26-0588590-C #3007083

What percentage of your members or participants resides in Seaside? 95%

Is your organization based in Seaside? ☒ Yes ☐ No

Is your organization able to provide liability insurance? ☐ Yes ☐ No

Will alcohol be served or sold at your event? ☐ Yes ☐ No

Applicant Signature: Kushma

Date: 12/7/2021

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



SEASIDE CALIFORNIA

Fee Waiver Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

Fees may be waived for activities that benefit the majority of Seaside residents. Any new organizations requesting fee waivers are required to submit a letter of intent and complete the Fee Waiver Request form to the Recreation Services Department. The application will be submitted to the City Manager or his designee for review and approval. In the event that the fee waiver request is denied by the City Manager, the request can be appealed to the City Council. Applicants must demonstrate that the following criteria are satisfied:

1. At least 60% of the organization's membership must consist of Seaside residents. The organization must provide documentation verifying membership residency.
2. The organization must be a 501(C)3 non-profit or public benefit organization and provide taxpayer identification number.
3. The organization must provide an in-kind service/donation to benefit and augment the City of Seaside. A written statement must be submitted with the application outlining specific donations and/or services provided by the organization to the City of Seaside.

FEE WAIVERS FOR MEETING ROOMS

1. Meetings are limited to four hours.
2. All organizations receiving fee waivers must give seven days notice of cancellation. If no notice is given of cancellation, the City reserves the right to deny further fee waiver requests.
3. Due to limited space, organizations may not request fee waivers for any more than one meeting room use per year; fee waivers are not intended to provide for ongoing weekly or monthly meeting use.
4. No faith based organizations may apply for fee waivers due to the separation of church and state.

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

1. Pay the non-refundable portion of the deposit per event.
2. An organization requesting use of the auditorium for a special event or meeting may receive no more than one fee waiver request within a 90-day period.
3. Provide special event liability insurance. The following is required:
 - a. Provide an "Occurrence Made" liability insurance policy, naming the city as additionally insured, with limits of \$1 million per occurrence and \$2 million aggregate. A copy of that policy must be provided to the Recreation Services Department.

OR

 - b. Purchase Special Event Liability insurance through the Recreation Services Department at the time of fee waiver request. This insurance covers not only the city, but also those renting the facility.
4. Fundraising activities of any nature do not qualify for fee waivers.
5. Special events may be required to provide security at renter's expense. A photocopy of the contract must be on file with the Recreation Services Department. The number of security guards required is determined by the nature of the event and the numbers in attendance.

***A City-sanctioned organization is defined as "any community based group or organization that in cooperation with the Recreation Services Department, provides an entertainment, recreation and/educational service benefiting the citizens of Seaside."**

****All deposits are placed in the maintenance and janitorial fund designated for the upkeep and repair of the Oldemeyer Center.**



SEASIDE CALIFORNIA

Facility Use Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

ROOM: Laguna Grande Combo

Organization: Hindu Temple of Monterey Peninsula

Name of Applicant: Kushma Maharaj

Address: P.O. Box 620 City: Seaside Zip: 93955

Phone: 831-241-1475 Email: Kushma Maharaj @ yahoo. com.

Day of Event Contact Name and Phone: Kushma Maharaj

☒ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: Jagrat - Prayer Meeting

**Please attach invitation or flyer if available.*

Event Date: 6/18/2022 Approximate Number of Guests: 300

Reservation Time: 12pm Event Time: 6 - 11 pm

**Laguna Grande Hall & Soper: Security guard(s) must be present for entire event time. See next page.*

Special Instructions: _____

Request to use the City's:

☒ Podium

☒ Microphone

☐ Projector Screen

**Subject to availability*

***Projectors and other electronic equipment will not be provided*

	Yes	No		Yes	No
Is the event open to the public?	☒	☐	Will refreshments be served?	☒	☐
Will admission be charged?	☒	☐	Will refreshments be sold?	☐	☒
Are you a non-profit organization?	☒	☐	Will you be using the kitchen?	☒	☐
Will there be music?	☒	☐	Will alcohol be served?	☐	☒
Will there be live music and/or DJ?	☒	☐	Will alcohol be sold?	☐	☒
Name of band or DJ: _____			<i>*Alcohol is prohibited at youth oriented events</i>		

APPLICANT WILL PROVIDE THE FOLLOWING ITEMS 30 DAYS PRIOR TO THE EVENT:

1. Full payment of all applicable fees
2. Copy of event security contract by licensed company (if applicable)
3. Proof of liability insurance
4. Copy of ABC license (if applicable)

I have read and agree to all pages in the rental agreement forms

Applicant Signature: [Signature] Date: 12-7-2021

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

Note: Original to Resource Management/Recreation Department / Copy to Police Department & Parks Division



SEASIDE CALIFORNIA

Facility Use Rental Request Form
Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

Capacity: Dining: 225 / Theatre: 300
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$109.75	\$136.25
Deposit	\$591.25	\$738.75
(Non Refundable)	(\$147.81)	(\$184.68)
Alcohol Deposit	\$575.50	\$719.50
(Non Refundable)	(\$143.87)	(\$179.87)

Liability Insurance: \$81-\$207

Security Guards: required 1 per 50 guests

- ☐ I will be using Hall only
☐ I will be using Hall & Kitchen only
☐ I will be using Hall, Kitchen & Dance Studio

☐ BAYONET MEETING ROOM

Capacity: Classroom: 30 / Theatre: 40
Dimensions: 24' X 20'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ BLACKHORSE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 50
Dimensions: 28' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hrs	\$54.50 /hr	\$68 /hr
After 3 hrs	\$24 /hr	\$29.75 /hr

☐ DANCE STUDIO

Capacity: Classroom: 35 / Theatre: 70
Dimensions: 26' X 24'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$68 /hr	\$84.75 /hr
After 3 hrs	\$31.25 /hr	\$39.25 /hr

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

	Resident	Non-Res
Rate 0-3 hrs	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ SEASIDE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 60
Dimensions: 32' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ SEASIDE COMMUNITY CENTER (SOPER)

Capacity: Dining: 85 / Theatre: 100
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$58	\$72.75
Deposit	\$314	\$392.50
(Non Refundable)	(\$78.50)	(\$98.25)
Alcohol Deposit	\$575.50	\$719.50
(Non Refundable)	(\$143.87)	(\$179.87)

Liability Insurance: \$81-\$207

Security Guards: required 1 per 50 guests

- ☐ I will be using the Large Room only
☐ I will be using the Kitchen only
☐ I will be using the Large Room & Kitchen

☐ YOUTH EDUCATION CENTER

Two hour rentals: available Fridays and Saturdays
7:30-9:30 PM, and Sundays for any two hours
between 8 AM - 9 PM.

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(26)
0-25 Guests	\$172	\$215
26-50 Guests	\$188.50	\$235
51-75 Guests	\$223	\$278.50
Mini Golf	\$25	\$31
Extra ½ Hour	\$38	\$47.50

Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$31.75. Proof of 501(c)(3) required.

Security Guards: If required, security guards must be present for entire duration of event. Failure to comply or late security guards may result in deposit forfeited or event shut down completely.

SEATING CONFIGURATION

Review and select a seating configuration below. If you would like a different layout, please sketch your preferred layout in the box marked "other" or on the back of this sheet.

☐ Classroom ☐ Conference ☐ U-Shaped ☐ Pods ☐ Theater ☐ Banquet ☐ Empty ☐ Other

--	--	--	--	--	--	--	--



P.O. Box 2508, Room 4010
Cincinnati OH 45201

029787.722724.317112.12635 1 AB 0.408 536



HINDU TEMPLE OF MONTEREY PENINSULA
% SHALENDRA P HARI
PO BOX 620
SEASIDE CA 93955-0620

029787

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT,
EVEN IF YOU ALSO HAVE AN INQUIRY.

The IRS address must appear in the window.
4077956534

BODCD-TE

Use for payments

Letter Number: LTR4168C
Letter Date : 2018-06-26
Tax Period : 000000



260588590

INTERNAL REVENUE SERVICE
P.O. Box 2508, Room 4010
Cincinnati OH 45201

A standard linear barcode consisting of vertical black bars of varying widths on a white background, located at the bottom right of the document.

HINDU TEMPLE OF MONTEREY PENINSULA
% SHALENDRA P HARI
PO BOX 620
SEASIDE CA 93955-0620



Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077956534
June 26, 2018 LTR 4168C 0
26-0588590 000000 00
00031959
BODC: TE

HINDU TEMPLE OF MONTEREY PENINSULA
% SHALENDRA P HARI
PO BOX 620
SEASIDE CA 93955-0620

Employer ID number: 26-0588590
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated May 04, 2018, about your tax-exempt status.

We issued you a determination letter in November 2009, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,



Secretary of State
Certificate of Amendment of
Articles of Incorporation
Name Change Only - Nonprofit

AMDT-
NP-NA

A0809819

FILED
SECRETARY OF STATE
STATE OF CALIFORNIA

FEB 22 2018

IMPORTANT — Read Instructions before completing this form.

Filing Fee — \$30.00

Copy Fees — First Page \$1.00 & .50 for each attachment page;
Certification Fee — \$5.00

This Space For Office Use Only

1. Corporation Name (Enter the exact name of the corporation as it is currently recorded with the California Secretary of State)

Haripur Ramayan Bhajan Mandali

2. 7-Digit Secretary of State File Number

C3007083

3. New Corporation Name

Item 3a: Enter the number, letter, or other designation assigned to the provision in the Articles of Incorporation being amended (e.g., "I," "First," or "A"). See Instructions if the provision in the Articles of Incorporation being amended does not include a number, letter, or other designation. Any attachment is made part of this document.

Item 3b: Enter the new corporate name.

3a. Article 1 of the Articles of Incorporation is amended to read as shown in Item 3b below:

3b. The name of the corporation is Hindu Temple of Monterey Peninsula.

4. Approval Statements

4a. The Board of Directors has approved the amendment of the Articles of Incorporation.

4b. Member approval was (check one):

☒ By the required vote of the members in accordance with California Corporations Code section 5812, 7812, or 12502.

☐ Not required because the corporation has no members.

5. Read, sign and date below (See instructions for signature requirements. Note: Both lines must be signed.)

We declare under penalty of perjury under the laws of the State of California that the matters set forth herein are true and correct of our own knowledge and we are authorized by California law to sign.

February 19, 2018

Date

Signature

Shalendra P. Hari

Type or Print Name of President

February 19, 2018

Date

Signature

Kushma Maharaj

Type or Print Name of Secretary



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: February 17, 2022

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE POLICE ACTIVITIES LEAGUE**

RECOMMENDATION

Approve a request from Seaside Police Activities League (P.A.L.) for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs of new equipment and basketball uniforms.

BACKGROUND

The Seaside Police Activities League is requesting a donation of \$3000.00 from the Mayor's Youth Fund to cover the costs associated with expenses related to their sports programs, including the purchase of new equipment, uniforms, tournament fees, insurance, and registration costs related to transportation. The Seaside Police Activities League is a juvenile crime prevention program designed to provide athletic, recreational, and educational opportunities for at-risk youth. Seaside PAL was incorporated in February 2001. It is comprised of Police Officers, volunteers, Police Personnel, and Recreation Staff who serve as coaches, mentors, instructors, and role models. All funds and donations for P.A.L. are used solely for the purpose of providing the resources needed to continue upholding P.A.L.'s mission. Seaside P.A.L.'s current activities include basketball, JR Giants Baseball, youth leadership experience, and the Seaside Police Department Cadet Program. In 2016, the Seaside P.A.L. merged with the City of Seaside's Recreation Department to strengthen existing and future sports programs for Seaside youth. Currently, the Seaside P.A.L. provides organized sports and activities to 200 + local youth.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. Seaside P. A. L. received their last donation at the March 16, 2017 City Council meeting. Their 2017 Mayor's Youth Fund request was submitted

and approved before the new updated Mayor's Youth Fund Policy which started in March 2018. At that time, the Mayor's Youth Fund Closing Report was not required.

FISCAL IMPACT

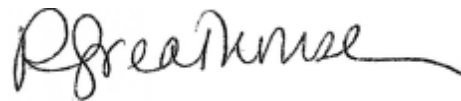
This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance in the Mayor's Youth Fund Account is \$30,100.73. If the City Council approves this request, the balance will drop to \$27,100.73.

In the event that all of the funds in the Mayor's Youth Fund become exhausted, staff will keep a file of all applications. Once Green Waste issues the next round of funding, all applications on file will be processed at the next available City Council Meeting.

ATTACHMENTS

1. MYF Seaside PAL 2022
2. Seaside PAL - W-9 - 2022
3. Seaside PAL 501(c)(3) information 2022

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager



MAYOR'S YOUTH FUND POLICY

Purpose: The Mayor's Youth Fund was created to provide supplemental financial assistance to students and non-profit groups that provide services to improve the lives of young people living in the City of Seaside. A policy has been developed to standardize the evaluation of contribution requests and ensure that the funds are used appropriately to serve the City's youth.

Eligible Applicants: Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving a majority of Seaside residents (50%) that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth Fund if the funding is not used to support religious activities such as worship, Sunday School, or religious instruction. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

Submittal of Contribution Requests: In order to request a contribution, the following information must be provided in writing:

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.
- Description of other methods being used to raise funds and/or other contributors.
- An explanation of how the group, activity, or event will benefit Seaside youth.
- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.
- How this request will provide a municipal benefit (ie., benefit the community).
- Proof of non-profit organizations status (not a taxpayer's I.D> number) and a current W-9 form.

Evaluation Process and Criteria: Contributions can only be made if approved by the City Council. Funding requests will be evaluated based on their consistency with this policy, including the following criteria.

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.
- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.
- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.
- Contributions are only paid to organizations, such as non-profit groups and schools.
- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided below.)
- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.
- How this request will provide a municipal benefit (ie., benefit the community).



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

Contribution Limits: In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council.

Individuals	25% of total cost of activity (not to exceed \$1,000)
Groups up to 20 people	up to \$1,500
Groups of 21+ people	up to \$3,000

In addition, funding will be limited to one contribution per year (every 12 months).

Funding Requirements:

- Funding is limited to one contribution per year (every 12 months).
- The Mayor's Youth Fund Closing Report Form must be submitted to staff at least 60 days upon completion of the event, activity or program. Applicants that do not furnish the form may not apply for funds for the following year.
- A representative from the organization is required to be at the Council meeting for their application to be heard. If no representative is present then the agenda item will be postponed to another City Council meeting upon notification by the applicant.
- Incomplete applications will not be forwarded for Council consideration; applications not answering the question related to reduce, reuse or recycle are considered incomplete.

Individual Requests: Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed \$1,000. Applications that are incomplete will be returned.

Payment Process: If a contribution is approved by the City Council, payment will be made to the authorized organization or directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. No funding can go directly to an individual. This process is required in order to provide documentation required to meet municipal auditing standards.

All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda. Please return this completed form with necessary attachments to:

Dan Meewis
City of Seaside Recreation Services
440 Harcourt Avenue
Seaside, CA 93955



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND CONTRIBUTION REQUEST

CONTACT INFORMATION:

Organization: Seaside Police Activities League (SPAL)

Name of Applicant: Bobby Maxwell, President of SPAL

Address: 440 Harcourt Ave City: Seaside State: California 93955

Phone: (831)869-9951 Email: bobbymaxspal@gmail.com

of Participants: 140-200 Seaside Residents / Students: 95% Ages: 5yrs – 14yrs

CRITERIA:

Applicants must meet at least one of the following criteria to be eligible for funding.

Please select one or more from the following list:

☐ Scholastic ☒ Athletic ☐ Music ☐ Environmental ☐ Art

Is funding a reward for one of these activities? ☒ No ☐ Yes, _____

Description of event, activity, or program funding pertains to:

Our program provides athletic, recreational and educational opportunities for at-risk youth, police officers, our neighborhoods and the business community. SPAL provides their sport programs free to the youth of Seaside, which has an overall positive impact on the community.

Description of how funds will be specifically used for youth groups, activities and events, and has a nexus to the goals of recycling, cleanup or "green" sustainability to insure a healthy environment: The Mayor's Youth Fund would be used for new uniforms and for the enhancement of, and additions to Seaside Pal's current sports and education programs. SPAL encourages their youth players to become involved in their communities by helping out other non-profit and awareness events. These events include neighborhood cleanups: recycle bottles and cans collections and graffiti and park cleanups.

What other fundraising activities are you participating in to fund your event, program, or activity? What other funding sources will supplement your requests? MPUSD and the City Seaside Parks & Recreation Department support SPAL by providing facilities for its programs. Local businesses and individuals generously donate their time, money and resources to help make SPAL successful.

Total Amount Requested: (See contribution limits) \$ 3000.00

Applicant Signature: Bobby Maxwell

Date: 01/24/2022



MAYOR'S YOUTH FUND CLOSING REPORT

CONTACT INFORMATION:

Organization: _____

Name of Applicant: _____

Address: _____ City: _____ State: _____

Phone: _____ Email: _____

DONATION INFORMATION:

Date the Mayor's Youth Fund was approved by City Council: _____

What Items were purchased with Mayor's Youth Fund Donation?

Describe the activities and the date the group or individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos: _____

Applicant Signature: _____ Date: _____

*This form is due 60 days upon receipt of funding by the applicant. Organizations that do not comply within the 60 day time period may not apply for funding for the following year.

SEASIDE POLICE ACTIVITIES LEAGUE (SPAL)

The Seaside Police Activities League (SPAL) is a juvenile crime prevention program designed to provide athletic, recreational and educational opportunities for at-risk youth and to reinforce responsible values and respect. Such respect is beneficial to the youth, police officers, our neighborhoods and the business community. SPAL is comprised of police officers, volunteers and police personnel who serve as coaches, mentors, instructors and role models. Their devoted dedication and time is a vital essence in hopes of enhancing a brighter future for our youth. SPAL provides needed opportunities for at-risk youth at a critical time in their lives. Programs and activities sponsored by SPAL provide local youth with positive role models and alternatives to delinquent and gang-related behaviors. SPAL programs are designed to improve the well-being and self-reliance of young people, reinforce positive behaviors, build connections between youth and police officers, and strengthen families.

Seaside Police Activities League (SPAL) was incorporated in February 2001. MPUSD & City of Seaside Parks & Recreation Department support SPAL by providing facilities for its programs. Local businesses and individuals generously donate their time, money, and resources to help make SPAL successful.

Seaside Police Activities League (SPAL) is a 501C non-profit offering programs to engage our youth in positive, well-supervised, team- building activities while building the bond between cops and kids. SPAL provide opportunities for both males and females in Seaside and other cities on the Monterey Peninsula to excel and enhance their athletic skills in youth baseball, youth soccer, track and field, and youth basketball. SPAL also encourage youth players to become involved in their communities by helping out at other non-profit and awareness events. These events included neighborhood cleanups; recycle bottles and cans collections and graffiti and park cleanups.

The Mayor's Youth Fund would be used for the enhancement of, and additions to Seaside Pal's current sports and education programs. Without the generous donations and support of the City of Seaside, Seaside Police Activities League (SPAL) would not be able to provide our sports programs free to the youth of Seaside, which has an overall positive impact on the Community.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
SEASIDE POLICE ACTIVITIES LEAGUE, INC.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
☐ Other (see instructions) ▶ _____

Exemptions (see instructions):
Exempt payee code (if any) **23701D**
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
440 HARCOURT AVE
City, state, and ZIP code
SEASIDE, CA 93955

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

Employer identification number								
3	1	-	1	7	8	8	0	4 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Wicki R. H. Myers* Date ▶ *12-02-15*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



**California Secretary of State
Electronic Filing**

FILED
Secretary of State
State of California

Corporation - Statement of Information

Entity Name: THE SEASIDE POLICE ACTIVITIES
LEAGUE, INC.

Entity (File) Number: C2407278

File Date: 03/09/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GD93683

Detailed Filing Information

1. Entity Name: THE SEASIDE POLICE ACTIVITIES
LEAGUE, INC.
2. Business Addresses:
 - a. Street Address of Principal
Office in California: 440 Harcourt Avenue
Seaside, California 93955
United States of America
 - b. Mailing Address: 440 Harcourt Avenue
Seaside, California 93955
United States of America
3. Officers:
 - a. Chief Executive Officer: Bobby Maxwell
440 Harcourt Avenue
Seaside, California 93955
United States of America
 - b. Secretary: Gianna Stagnaro
440 Harcourt Avenue
Seaside, California 93955
United States of America

Document ID: GD93683



California Secretary of State Electronic Filing

Officers (Cont'd):

c. Chief Financial Officer:

Regina Lualemana
440 Harcourt Avenue
Seaside, California 93955
United States of America

4. Agent for Service of Process:

Regina Lualemana
440 Harcourt Avenue
Seaside, California 93955
United States of America

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Regina Lualemana

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document Number: GD93683



SEASIDE POLICE ACTIVITIES LEAGUE

440 Harcourt Ave.
Seaside, CA 93955

Telephone (831) 899-6748
FAX (831) 899-6297
TDD (831) 899-6207

Tax ID number: 31-1788047

Board of Directors

Bobby Maxwell
President

February 24, 2017

Kent Berman
Vice-President

Dear City Council Members:

Isaiah Luzon
Secretary

The Seaside Police Activities League, (SPAL), is a juvenile crime prevention program designed to provide athletic, recreational and educational opportunities for at-risk youth, police officers, our neighborhoods and the business community. SPAL is comprised of police officers, volunteers and police personnel who serve as coaches, mentors, instructors and role models. Their devoted dedication and time is a vital essence in hopes of enhancing a brighter future for our youth with positive role models and alternatives to delinquent and gang-related behaviors. SPAL programs are designed to improve the well-being and self-reliance of young people, reinforce positive behaviors, build connections between youth and police officers, and strengthen families.

Regina Lualemana
Treasurer

SPAL was incorporated in February 2001. MPUSD & City of Seaside Parks & Recreation Department support SPAL by providing facilities for its programs. Local businesses and individuals generously donate their time, money, and resources to help make SPAL successful.

Dave Pacheco
Board Member

Daniel Washington
Board Member

SPAL is a 501C non-profit offering programs to engage our youth in positive, well-supervised, team-building activities while building the bond between cops and kids. SPAL provide opportunities for both males and females in Seaside and other cities on the Monterey Peninsula to excel and enhance their athletic skills in youth baseball, soccer, track and field, and basketball. SPAL also encourage youth players to become involved in their communities by helping out other non-profit and awareness events. These events include neighborhood cleanups; recycle bottles and cans collections and graffiti and park cleanups.

Mary Miller
Board Member

Patricia Perez
PAL Coordinator

The Mayor's Youth Fund would be used for the enhancement of, and additions to Seaside Pal's current sports and education programs. Without the generous donations and support of the City of Seaside, SPAL would not be able to provide our sports programs free to the youth of Seaside, which has an overall positive impact on the Community. During the 2017 SPAL Basketball season, SPAL provided organized sports activities for 140 local youth.

Sincerely,

A handwritten signature in blue ink, appearing to read "Patricia Perez", is written over a circular blue stamp.

Patricia Perez
SPAL Coordinator
(831) 899-6858
pperez@ci.seaside.ca.us



**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
Leslie Llantero, Assistant Engineer

DATE: February 17, 2022

**SUBJECT: APPROVE THE TRAFFIC ADVISORY (TAC) COMMITTEE
RECOMMENDATION FOR TWO HOUR TIMED LIMITED PARKING
DESIGNATION IN FRONT OF 1049 BROADWAY AVENUE**

RECOMMENDATION

Approve the Traffic Advisory Committee (TAC) recommendation for 2 hour parking designation in front of 1049 Broadway Avenue.

BACKGROUND

Ms. Morgan has submitted an application (Attachment 1) for 2 hour parking signs in front of her business, Lily's Fashion Boutique, located at 1049 Broadway Avenue. She has indicated vehicles parked in front of her business all day, resulting in the loss of patrons.

The 1000 block of Broadway is located between Fremont Boulevard and Terrace Street and is within the Central Traffic District. This section of Broadway has four lanes of traffic, two lanes in either direction, and two bus stops. The posted speed limit is 30 miles per hour. Broadway Avenue measures 60 feet from face of curb to face of curb and sidewalks measure approximately 10 feet wide. The majority of the parking is permitted on both sides of the street. The businesses on this block include a gas station, a party supply store, janitorial supply store, fashion boutique, village project, post office, corner market, bakery, restaurant, grocery store, tanning salon and pizza place.

STAFF ANALYSIS

Lily's Fashion Boutique is located along the north side of Broadway Avenue and is

situated between the Village Project (1069 Broadway) to the east and a vacant building (1043 Broadway) to the west (Attachment 2). Both businesses adjacent to Lily's Fashion Boutique have on-site parking; the boutique does not. The boutique hours are from 12:30 to 7:30 pm Monday through Saturday. There are 11 marked on-street parking spaces along the north side of this section of Broadway Avenue. Along the south side of Broadway Avenue along this block, there are approximately 7 unmarked on-street parking spaces with 4 of those spaces designated for 2 Hour parking. The 2 Hour parking designation was approved in 2018.

Per the City's Municipal Code Section 10.04.050 & 10.32.010, "when authorized signs are in place giving notice thereof, no person shall stop, stand, or park any vehicles between the hours of eight a.m. and six p.m. on any day except Sundays and holidays for a period longer than two hours". This allows the City to time restrict the parking in this area.

The Traffic Advisory Committee recommends placing "2 Hr Parking 8AM to 6 PM except Sundays and Holidays" on Broadway Avenue in front 1043 and 1049 Broadway Avenue. This would result in 5 parking spaces designated for 2 hours of parking.

ENVIRONMENTAL REVIEW

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301: Existing Facilities Class 1 exemptions consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use.

Evidence: The proposed project would consist of installation of 2 hour parking designation signs which would not have an impact on the expansion or modification of the existing roadway. Therefore, there are no significant impacts associated with the installation of signs and the project is exempt from CEQA.

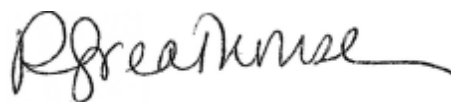
FISCAL IMPACT

There is no fiscal impact associated with this item, the applicant is responsible for the cost of signs and installation.

ATTACHMENTS

1. Application
 2. Aerial Map
-

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



Traffic Advisory Committee Request Application

The following information is required to process all Traffic Advisory Committee requests. This information will be used to contact the applicant should staff have questions or needs clarification on the request. This information will also appear in the staff report presented to the Traffic Advisory Committee and/or City Council.

The Traffic Advisory Committee meets the 3rd Tuesday of every month at 5:00 PM in the City of Seaside's City Hall Conference room. This meeting is open to the public and applicants are encouraged to attend.

Name: Inocencio Morya Date: 9-20-21
Address: 1049 Broadway Ave. Phone: _____

Type of Request (check all that apply):

- ☒ Parking Designations
- ☐ Crosswalk
- ☐ Curb Markings (white, yellow, etc.)
- ☐ Disabled Parking*
- ☐ Warning Sign

- ☐ Traffic Signal/Stop Sign
- ☒ Other Limited parking signs
- ☐ Signing/Striping

*A copy of DMV issued disabled placard must accompany requests for disabled parking spaces.

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: for 2 hr parking in front of 1049
Broadway Ave in Seaside, since we have
across the street employees for another
business parking in front of our business
all day and we have no parking for
our customers, there is a 2 hr parking
signs across the street in front of
the other business.

Request Procedures are outlined on the back of this form. For any questions regarding the Traffic Advisory Committee (TAC) please contact 831-899-6825.

TAC REQUEST PROCEDURE

The Traffic Advisory Committee (TAC) acts as an advisory board to the City Council per Chapter 2.37 of the Municipal Code. Recommendations made by the TAC are to be ratified by the City Council prior to implementation. The TAC consists of five members: a City Council Member, Director of Public Works, Chief of Police, Director of Community Development, and Fire Chief. The TAC reviews all requests for traffic safety regulatory or control devices, signs and markings, and conducts studies as well as offers recommendations to the City Council, Planning Commission or appropriate City department.

Upon submittal of requests, staff will place the request on the TAC agenda for the next scheduled meeting. All TAC's action will be forwarded for City Council consideration at the next scheduled meeting.

Fees

Fees will be collected prior to installation of any approved requests that directly benefits the applicant, such as limited timed parking, white zones, etc. Prior to any required maintenance of the improvement, the same fee will apply and be billed to the applicant. The following fees have been determined based upon the cost of staff time and material for installation:

Description	Fee*
Marking curb – per curb (20' maximum length)	Per current adopted fee schedule
Installation of one sign	

*Fees subject to change per City Council approved fee schedule. Fee determined by date of application.

PLEASE COMPLETE FOR PARKING AND CURB MARKING REQUESTS

TAC REQUEST ACKNOWLEDGEMENT STATEMENT

I, Inocencio Morgan understand that should my request be approved by the Traffic Advisory Committee and City Council, I will be responsible for the fee prior to the installation of my request. I also understand that if approved by City Council the improvements will be reviewed annually or whenever deemed appropriate by the Public Works Department for any required maintenance and I will be charged the corresponding fee.


Applicant Signature

9-20-21
Date

Attachment 2

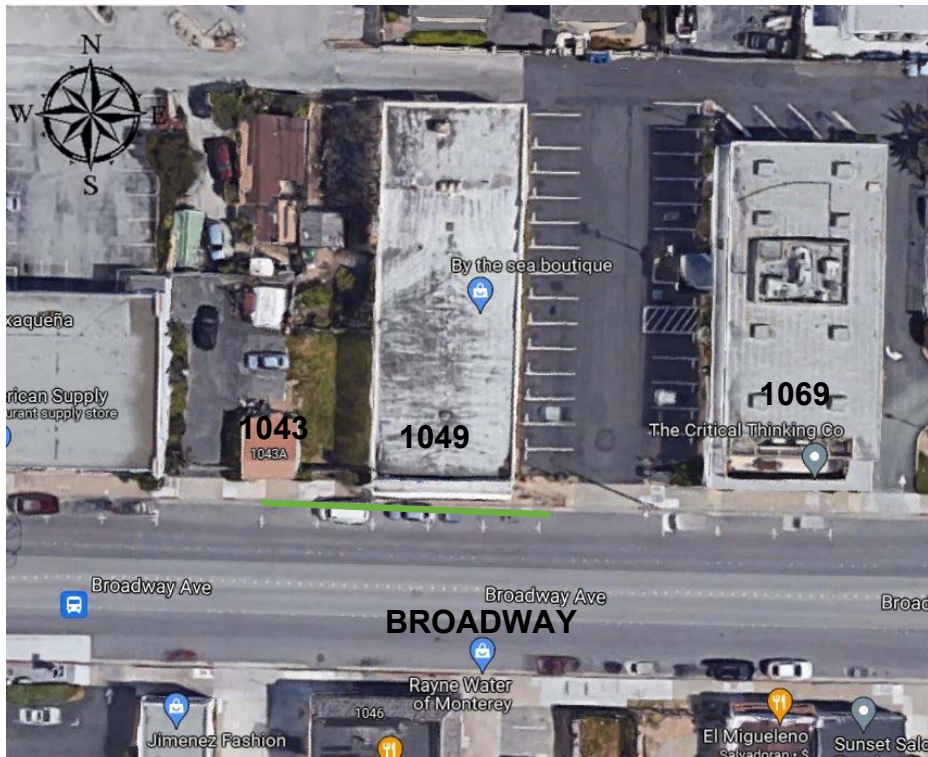


Figure 1 – Aerial View



**MUTCD Sign
R32 (A)
modified to
show 8am
according to
Municipal Code
Section
10.32.020**



Figure 2 – Street View



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Molly Fittro, Recreation Supervisor
Roberta Greathouse, Human Resources Director/Risk Manager
Victor Damiani, Finance Director

DATE: February 17, 2022

**SUBJECT: ADOPT A RESOLUTION MODIFYING THE PART TIME SALARY
SCHEDULE FOR AQUATIC PERSONNEL AND ESTABLISHING THE
40 HOUR SALARY SCHEDULE FOR FIRE PERSONNEL**

RECOMMENDATION

Adopt a resolution modifying the salary schedule for part-time, unclassified, aquatic personnel, and establishing the 40 hour salary schedule for Fire Department personnel.

BACKGROUND

Aquatic Personnel Salary Adjustments

The Recreation Department currently utilizes part-time, unclassified, at-will employees for overseeing all recreation programs offered by the City of Seaside. Since 2020, there has been a significant reduction of part-time, unclassified, aquatic employees at the Pattullo Swim Center due to the COVID-19 Pandemic. As a result, it is necessary to re-evaluate the part-time salary schedule for aquatic personnel in order to provide consistent program coverage and adequate facility supervision.

The City of Seaside currently has a complement of well-trained and efficient part-time Lifeguards and Water Safety Instructors. In order to become a certified American Red Cross Lifeguard, they must pass a pre-assessment test, which requires strong swimming skills, the ability to tread water, and lift a ten pound brick out of the water. Once candidates have passed the pre-course, they are registered for the initial 25+ hour certification course. Lifeguards must recertify every two years and receive monthly training required by the American Red Cross.

In addition to the stringent hiring and training requirements, other factors affecting the recruitment and retention issues include; non-competitive rates for other municipal pools, a reluctance to return to work due to the uncertainty of COVID-19, and the yearly minimum wage adjustments starting at \$15 an hour beginning January 1st, 2022. As a result, employees can start in lower-level positions requiring less training, certifications, experience, and responsibilities, such as the fast food and retail industries.

Staff recommends the following changes take effect on February 21st, 2022.

1. Adjust the part-time hourly salary schedule for Lifeguard from \$14.00 - \$16.64 to \$17.00-\$19.64
2. Adjust the part-time hourly salary schedule for Water Safety Instructor from \$15.08 - \$17.93 to \$18.08-\$20.93
3. Adjust the part-time hourly salary schedule for Lead Lifeguard from \$15.84 to \$18.83 to \$18.84-\$21.83
4. Adjust the part-time hourly salary schedule for Senior Lifeguard from \$17.06-\$20.74 to \$20.06-\$23.74.
5. Adjust the part-time hourly salary schedule for Assistant Pool Manager from \$18.83-\$22.89 to \$21.83-\$25.89.
6. Adjust the part-time hourly salary schedule for Pool Manager from \$21.30-\$25.89 to \$23.48-\$28.55.

40 Hour Schedule for Fire Personnel

The adoption of this schedule is purely administrative in nature. It does not increase or modify the salary of fire personnel. Fire Fighters normally work a 56 hour work week and the adopted salary schedules are based on a 56 hour work week. There are times when fire personnel may be required to work a 40 hour week for administrative purposes including training, modified duty, and other administrative assignments. The MOU between the City of Seaside and the Seaside Fire Fighters' Association, effective July 1, 2021, allows for a 40-hour work week and pay rate. In order to comply with CalPERS requirements, the City's salary schedule must be updated and adopted by the City Council to reflect the pay rate.

FISCAL IMPACT

Aquatics Staff:

The fiscal impact of modifying the salary schedule for Fiscal Year 2021/2022 is approximately \$10,397.00. The part-time hourly wage line item for the pool is currently only 37% expended for the current fiscal year. It is projected that by the end of the fiscal year the part-time hourly wage line item will be approximately 75% expended under the current salary schedule and current staffing numbers. If the new salary schedule is approved, the remaining 25% budgeted should be sufficient to cover the increased salaries as well as any new hires.

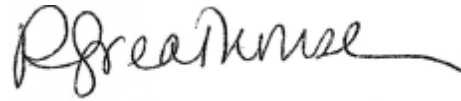
Fire Personnel:

There is no fiscal impact for this item.

ATTACHMENTS

1. Resolution
 2. Fire Salary Schedule
 3. SalaryScheduleforAquatics-3
-

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.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE ADOPTING THE PART-TIME SALARY SCHEDULE FOR AQUATIC PERSONNEL AND THE 40 HOUR SCHEDULE FOR FIRE PERSONNEL

WHEREAS, the City's Classification Plan of positions may be amended on recommendation of the City Manager and approval by the City Council; and

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

WHEREAS, there is a need to adopt a new part-time Salary Schedule effective February 21st, 2022, to reflect a competitive wage for aquatic staff; and

WHEREAS, this increase is recommended due to difficulties in the recruitment and retention of qualified, certificated aquatics staff requiring extensive American Red Cross training and certifications; and

WHEREAS, there is a need to adopt a new 40-hour Salary Schedule for Seaside Fire Fighters' Association positions effective July 1, 2021, to reflect the Memorandum of Understanding between the City of Seaside and the Seaside Fire Fighters' Association; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the attached Salary Schedules.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 17th day of February 2022, by the following vote:

AYES:

NOES:

ABSENT;

ABSTAIN:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

SEASIDE FIRE FIGHTERS' ASSOCIATION
SALARY SCHEDULE
EFFECTIVE JULY 10, 2021

JOB CLASS CODE	JOB CLASS DESCRIPTION	STEPS									
		1		2		3		4		5	
		HOURLY RATE	BI-WEEKLY SALARY	HOURLY RATE	BI-WEEKLY SALARY	HOURLY RATE	BI-WEEKLY SALARY	HOURLY RATE	BI-WEEKLY SALARY	HOURLY RATE	BI-WEEKLY SALARY
E01	FIREFIGHTER (112-hour)	29.614	3,316.77	31.096	3,482.75	32.649	3,656.69	34.282	3,839.58	35.995	4,031.44
E05	FIRE ENGINEER (112-hour)	32.693	3,661.62	34.326	3,844.51	36.045	4,037.04	37.847	4,238.86	39.738	4,450.66
E09	FIRE CAPTAIN (112-hour)	36.088	4,041.86	37.895	4,244.24	39.787	4,456.14	41.776	4,678.91	43.865	4,912.88
E01	FIREFIGHTER (80-hour)	41.460	3,316.77	43.534	3,482.75	45.709	3,656.69	47.995	3,839.58	50.393	4,031.44
E05	FIRE ENGINEER (80-hour)	45.770	3,661.62	48.056	3,844.51	50.463	4,037.04	52.986	4,238.86	55.633	4,450.66
E09	FIRE CAPTAIN (80-hour)	50.523	4,041.86	53.053	4,244.24	55.702	4,456.14	58.486	4,678.91	61.411	4,912.88

City of Seaside	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Lifeguard	\$ 14.00	\$ 14.35	\$ 14.71	\$ 15.08	\$ 15.45	\$ 15.84	\$ 16.24	\$ 16.64
WSI	\$ 15.08	\$ 15.46	\$ 15.84	\$ 16.24	\$ 16.65	\$ 17.06	\$ 17.49	\$ 17.93
Lead Lifeguard	\$ 15.84	\$ 16.24	\$ 16.64	\$ 17.06	\$ 17.48	\$ 17.92	\$ 18.37	\$ 18.83
Senior Lifeguard	\$ 17.06	\$ 17.91	\$ 18.81	\$ 19.75	\$ 20.74			
Assist. Pool Manager	\$ 18.83	\$ 19.77	\$ 20.76	\$ 21.80	\$ 22.89			
Pool Manager	\$ 21.30	\$ 22.37	\$ 23.48	\$ 24.66	\$ 25.89			
Seaside Propsed Increases	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Lifeguard	\$ 17.00	\$ 17.35	\$ 17.71	\$ 18.08	\$ 18.45	\$ 18.84	\$ 19.24	\$ 19.64
WSI	\$ 18.08	\$ 18.46	\$ 18.84	\$ 19.24	\$ 19.65	\$ 20.06	\$ 20.49	\$ 20.93
Lead Lifeguard	\$ 18.84	\$ 19.24	\$ 19.64	\$ 20.06	\$ 20.48	\$ 20.92	\$ 21.37	\$ 21.83
Senior Lifeguard	\$ 20.06	\$ 20.91	\$ 21.81	\$ 22.75	\$ 23.74			
Assist. Pool Manager	\$ 21.83	\$ 22.77	\$ 23.76	\$ 24.80	\$ 25.89			
Pool Manager	\$ 23.48	\$ 24.66	\$ 25.89	\$ 27.19	\$ 28.55			
Comparable Positions								
City of Watsonville	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Lifeguard 1	\$ 15.40	\$ 16.17	\$ 16.98	\$ 17.83	\$ 18.72	\$ 19.65	\$ 20.64	
Lifeguard 2	\$ 16.94	\$ 17.79	\$ 18.68	\$ 19.61	\$ 20.59	\$ 21.62	\$ 22.70	
City of Monterey								
Lifeguard	\$15.00 - \$17.00							
Aquatic Specialist	\$15.00 - \$18.00							
Carmel Valley Athletic Club								
Lifeguard	\$20							
Dolphins Swim School	Step 1	Step 2	Step 3	Step 4				
Lead Guard	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00				
Instructor	\$ 17.00	\$ 18.00	\$ 19.00	\$ 20.00				

Santa Cruz County	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Lifeguard	\$ 15.60	\$ 15.90	\$ 16.20	\$ 16.54	\$ 16.54	\$ 16.54	\$ 16.50	
City of Pacific Grove	Step 1A	Step 2B	Step 3C	Step 4D	Step 5E			
Lifeguard	\$ 15.12	\$ 15.88	\$ 16.67	\$ 17.50	\$ 18.38			
City of Santa Cruz	Step A	Step B	Step C	Step D	Step E			
Lifeguard	\$ 14.49	\$ 15.21	\$ 15.97	\$ 16.77	\$ 17.61			
Pool Manager	\$ 15.41	\$ 16.18	\$ 16.99	\$ 17.84	\$ 18.73			
City of King City	Step A	Step B	Step C	Step D	Step E	Step F		
Lifeguard	\$ 16.50	\$ 17.33	\$ 18.19	\$ 19.10	\$ 20.06	\$ 21.06		
Pool Manager	\$ 19.97	\$ 20.96	\$ 22.01	\$ 23.11	\$ 24.27	\$ 25.48		
Assistant Pool Manager	\$ 18.15	\$ 19.06	\$ 20.01	\$ 21.01	\$ 22.06	\$ 23.16		
Soledad Mission Recreation Department								
Aquatics Supervisor	\$14.00 - \$22.00							
Head Lifeguard	\$16.00 - \$18.00							
Lifeguard	\$15.00 - \$16.00							
Swim Instructor	\$15.00 - \$17.00							



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ashley Collick, Assistant City Manager

DATE: February 17, 2022

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR CAL RECYCLE GRANTS FOR WHICH THE CITY OF SEASIDE IS ELIGIBLE AND APPROVE AMENDMENT TO EXISTING MOU FOR SHARED COSTS RELATED TO SB1383

RECOMMENDATION

1. Approve Resolution of the City of Seaside authorizing submittal of application(s) for all CalRecycle Grant and Payment Programs for which the City of Seaside is eligible and to empower the City Manager, or their designee, to execute all necessary documents and materials related to therein; and
2. Amend the MOU for Shared-Costs related to SB 1383 to incorporate a new Exhibit C outlining the SB 1383 Local Assistance Grant Program (OWR1: 2021-22) grant funding and member proportionate shares.

BACKGROUND

In September 2016, Governor Edmund Brown Jr. set methane emissions reduction targets for California (SB 1383 Lara, Chapter 395, Statutes of 2016) in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP). The targets must reduce organic waste disposal 50 percent by 2020 and 75 percent by 2025 and rescue for people to eat at least 20 percent of currently disposed surplus food by 2025.

The City of Seaside is a Member Agency of the Monterey Regional Waste Management District (District) Joints Powers Authority responsible for managing solid waste on behalf of the Cities and unincorporated County communities of coastal Monterey County. The City of Seaside participates on the Technical Advisory Committee (TAC) for SB 1383 led by the District and comprised of staff from each member jurisdiction, the three haulers in the District service area, and MRWMD staff. The District's TAC has been working

collaboratively for approximately 1.5 years planning for SB 1383, California's SLCP regulation. The regulation will have significant impact on each member jurisdiction in meeting the goals set under these regulations. Regulations took effect and local program implementation began January 1, 2022.

While the regulation places the program implementation responsibility on the member jurisdictions, the TAC has been collectively analyzing who best should implement each element of the regulation between the member jurisdictions/hauler or District. The TAC determined that many of the requirements are best completed using shared resources. As such, an MOU between the District and each of its member jurisdictions was created to have the District incur the shared costs and bill each member jurisdiction twice annually for reimbursement. The City of Seaside approved a MOU between MRWMD and Member Jurisdictions for SB 1383 Shared Costs in July 2021.

New Funding

In January 2022, the Department of Resources Recycling and Recovery (CalRecycle), the agency responsible for administering SB 1383, released application guidelines and instructions related to SB 1383 Local Assistance Grant Program (OWR1: 2021-22) as a one-time grant program meant to provide aid in the implementation of regulations adopted by CalRecycle pursuant to Chapter 395, Statutes of 2016 and SB170 Budget Act of 2021. Funding from CalRecycle will be allocated to each jurisdiction based on grant program estimates according to the Department of Finance's January 2021 population statistics. This non-competitive grant program provides funding to local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383.

Applications for this one-time non-competitive grant funding were due February 1, 2022. All jurisdictions within the District, and Salinas Valley Solid Waste Authority (Authority) successfully submitted individual applications to CalRecycle on or before the submission deadline, based on CalRecycle guidance, and with submission support provided by each waste district. An applicant's governing body is required to declare by resolution certain authorizations related to the grant administration by the second due date of March 1, 2022 in order to receive funding beginning April 1, 2022. A resolution authorizing submission for any CalRecycle grant and payment program for which our agency is eligible for a period of 5 years, is presented for your consideration and authorization as **Attachment 1**.

Grant Project Approach & Expenditures

MRWMD led efforts to assist all member agencies in responding to the available grant funding solicitation. The Member Agencies of Carmel, Del Rey Oaks, Marina, Monterey, Sand City, Seaside, Pacific Grove, and the Pebble Beach Community Services District (PBCSD) joined the Local Assistance Grant Program effort as a regional collaborative

project for the implementation of regulation requirements associated with SB 1383, in coordination with other jurisdictions of the Monterey County region to maximize project impact and cost-effectiveness across the countywide area, consistent with existing cooperative SB 1383 planning, preparation and implementation practices already underway throughout the service territory. This regional grant-funded project will be coordinated through the two local waste management governmental agencies within Monterey County, Monterey Regional Waste Management (MRWMD), and Salinas Valley Solid Waste Authority (SVSWA).

The Member Agencies, along with each of the MRWMD and SVSWA member agencies are applying individually to this grant program using a unified regional project design, budget and implementation approach. All participating jurisdictions' individual grant funding will be pooled together and expended in a cooperative manner by their agencies' respective waste districts, MRWMD and SVSWA. The County of Monterey is applying separately and will manage its budget and project implementation independently, in coordination with broader regional planning efforts.

Based on current regional needs and findings to date related to SB 1383 in Monterey County, the following four major components will comprise the principal focus areas of program expenditures under the proposed regional project approach:

1. Grant Management, Tracking & Reporting
2. Agency Procurement Support
3. Edible Food Recovery Implementation and Capacity Building
4. Organics & Edible Food Recovery Education, Outreach and Technical Assistance

Each element will be informed by regional coordination through the established MRWMD and SVSWA TAC forums, Capacity Planning Assessments and related studies completed or in process throughout the region, and new data and information obtained through program implementation trials, stakeholder feedback and best practices as identified. All expenditures will be incurred jointly, facilitated through each respective waste agency, and tracked and reported by each jurisdiction, based on the percentage of grant funds received by each agency compared to the full funding received collectively by all participating member agencies. CalRecycle, based on per capita calculations, using the Department of Finance's January 2021 population statistics, estimates jurisdictions' proportionate grant allocations.

A summary of individual and collective agency grant allocations is presented as **Exhibit C**. Consistent with the District's existing MOU with Member Agencies for Shared-Costs associated with SB 1383, it is recommended that the City of Seaside authorize the attached amendment to incorporate shared costs related to CalRecycle's SB 1383 Local Assistance Grant Program into this existing MOU. Upon notice of award, the District will invoice each participating Member Agency based on grant funding amounts allocated by CalRecycle and administer such funding in line with the approved project scope of work

and grant guidelines, terms and conditions. The District will coordinate grant implementation through the established TAC forums and report actual expenditures incurred to date and progress toward project deliverables at regular intervals to all Member Agencies. A copy of the City of Seaside's grant proposal is attached as **Attachment 2**.

In order to participate in this CalRecycle grant funding, it is requested that the City of Seaside approve the attached resolution authorizing the City Manager to submit application(s) for all CalRecycle Grant and Payment programs for which it is eligible for a period of five years; and to amend the existing MOU for Shared-Costs related to SB 1383 implementation to incorporate Exhibit C outlining funding associated with the Local Assistance Grant Program. An amended MOU is presented as **Attachment 3**.

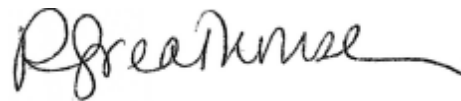
FISCAL IMPACT

There is no cost to the City of Seaside to be a participating agency on this cooperative regional grant or amend the existing MOU for SB 1383 Shared-Costs. The City of Seaside will benefit from an estimated \$212,566 in regional funding to be administered by the District, in support of regional SB 1383 program planning, compliance and implementation efforts, in addition to an estimated \$310,060 in regional funding to be administered by the Authority.

ATTACHMENTS

1. Attachment 1 - Draft Cal Recycle Resolution
2. Attachment 2 - Cal Recycle SB1383 Application
3. Attachment 3 - Amended MOU - SB 1383 Shared Costs

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF SEASIDE IS ELIGIBLE

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside authorizes the submittal of application(s) to CalRecycle for all grants for which the City of Seaside is eligible; and

BE IT FURTHER RESOLVED that the City Manager, or his/her designee is hereby authorized and empowered to execute in the name of the City of Seaside all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

PASSED AND ADOPTED by the City Council of the City of Seaside at a regular meeting duly held on 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

Application

Generated By: Ashley Collick

Application Information

Applicant: City of Seaside

Cycle Name: SB 1383 Local Assistance Grant Program

Cycle Code: OWR1

Grant ID: 25443

Application Due Date: 2/1/2022

Secondary Due Date: 3/1/2022

Grant Funds Requested: \$43,150.54

Request Advance Payment: Yes

Matching Funds: \$0.00 (if applicable)

Awarded Funds: \$0.00

Project Summary: CITY OF SEASIDE
MRWMD & SVSWA UNIFIED PROJECT APPROACH
SB 1383 LOCAL ASSISTANCE GRANT PROGRAM (OWR1: 2021-22)

The City of Seaside (Applicant), in partnership with our local waste district, Monterey Regional Waste Management District (MRWMD/District), and local environmental consultancy, Blue Strike Environmental, are pleased to submit this SB 1383 Local Assistance Grant Program application to assist the City of Seaside in the implementation of regulation requirements associated with SB 1383.

The City of Seaside joins a regional collaborative project in the implementation of regulation requirements associated with SB 1383, in coordination with other jurisdictions of the Monterey County region to maximize project impact and cost-effectiveness across the countywide area. The regional projects will be coordinated through the two local waste management governmental agencies within Monterey County, Monterey Regional Waste Management (MRWMD), and Salinas Valley Solid Waste Authority (SVSWA).

The City of Seaside, along with each of the MRWMD and SVSWA member agencies are applying individually to this grant program using a unified regional project design, budget and implementation approach. All participating jurisdictions' individual grant funding will be pooled together and expended in a cooperative manner by their agencies' respective consultants, MRWMD, through Blue Strike Environmental, and SVSWA. The County of Monterey is applying separately and will manage its budget and project implementation independently, in coordination with broader regional planning efforts.

EXECUTIVE SUMMARY

Regional Grant Project Tasks — A Collaborative Approach

The following is a brief summary of regional grant project tasks under this collaborative effort. A detailed project summary is presented as Attachment A.

Based on current regional needs and findings to date related to SB 1383 in Monterey County, the following four major components will comprise the principal focus areas of program expenditures under the proposed regional project approach:

•TASK 1—GRANT MANAGEMENT, TRACKING & REPORTING

MRWMD member Cities and member agency Pebble Beach Community Services District (PBCSD) will allocate funds for grant management of the eight (8) participating member jurisdictions to its consultant Blue Strike Environmental. SVSWA will be providing in-kind grant management services for the five (5) Member Cities of SVSWA.

•TASK 2—JURISDICTION COMPOST PROCUREMENT SUPPORT

Member Cities will allocate funds for the development of compost procurement market outlets and alleviate the three-fold challenge that agencies tasked with these new procurement requirements are facing: (1) procurement costs including non-product costs such as labor, transportation, and spreading; (2) changing the current mulch uses and practices; and (3) the limiting factors of finding appropriate product application areas within the Cities owned or managed facilities or lands.

Funds will be used to support the identification of potential product demand for use of procured materials among such target audiences as ranchers, farmers, landscapers, parks, residents and businesses; reduce barriers to program and product adoption; and provide informative proof of concept case studies, cost and impact data related to the utilization of materials by target audiences helping to build long-term demand for growing compost and organics products anticipated through SB 1383. The Cities plan to develop a work plan with Zero Foodprint (ZFP) to realize this grant task. Also,

MRWMD and SVSWA, on behalf of the Cities will develop an Incentivized Use (Small-Scale Residential/Commercial) Voucher Coupon Program to promote free or discounted use of agency procured compost.

•TASK 3 –EDIBLE FOOD RECOVERY IMPLEMENTATION & CAPACITY BUILDING

In December 2021, Blue Strike Environmental completed the region's first Edible Food Recovery Capacity Planning Assessment led by SVSWA in partnership with the Monterey County Edible Food Recovery Technical Advisory Committee. Early results of this study indicate that additional capacity for this program element may be necessary to meet the 20% recovery target for California. Additional need areas were also identified in this study through the capacity survey and coordination with various stakeholders including the need for additional capacity building materials and equipment, coordination and transportation services, as well as potential technology platform(s) to assist in readily connecting donating edible food generators with receiving food rescue organizations. This task is designed in direct response to the results outlined in the region's initial Assessment to better meet the Edible Food Recovery needs of the region.

This task includes three primary subtasks: (1) Stakeholder Engagement with food rescue organizations, Tier 1 and Tier 2 generators, and key stakeholders; (2) Technology Platform to connect donating generators and receiving organizations, especially for supporting the increased volumes of Tier 2 generator prepared edible food donations, with higher levels of food safety risks and time and temperature control requirements; and (3) Capacity Building support for the local food rescue community through coordination, technical assistance and procurement of equipment and materials infrastructure to assist organizations in increasing capacity or throughput of recovered edible food. Currently the region is reviewing two technology platforms under Subtask 2: CareIt and Means. Additional platforms may be considered as new information is obtained. Under Subtask 3, it is anticipated that CalRecycle grant funding will support the purchase of smaller capacity building materials such as kitchen and transportation supplies for increased food safety, temperature appropriate storage capacity, processing, and preservation of increased volumes of food donations. This task will be supported by additional in-kind shared-cost member contributions from each of the two waste agencies, currently estimated at \$110K for year 1.

•TASK 4—ORGANICS & EDIBLE FOOD RECOVERY EDUCATION, OUTREACH AND TECHNICAL ASSISTANCE

This task will support the design, production and distribution of education and outreach materials and supplies and technical assistance to aid residents and businesses in the ready adoption of organics diversion (collection), Edible Food Recovery, enforcement, or other aspects of SB 1383. Budget allocations related to this task may include but are not limited to education, outreach and technical assistance program planning, design and stakeholder coordination to incentivize, define and promote various program aspects of SB 1383, on the ground technical assistance to generators (businesses including Tier1/Tier2 generators), multi-family facilities, food recovery organizations or service providers, or other key stakeholder audiences, production and distribution of educational materials such (such as flyers, brochures, postcards, etc.), purchase of collection materials such as kitchen pails or bins for businesses, and related materials.

Project Coordination — A Unified Approach

Each element will be informed by regional coordination through the established MRWMD and SVSWA Technical Advisory Committee forums, Capacity Planning Assessments and related studies completed or in process throughout the region, and new data and information obtained through program implementation trials, stakeholder feedback and best practices as identified. All expenditures will be incurred jointly, facilitated through each respective waste agency, and tracked and reported by each jurisdiction, based on the percentage of grant funds received by each agency compared to the full funding received collectively by all participating member agencies.

Working in coordination with the designated CalRecycle grant manager or other agency representatives as appropriate, the region may adjust these proposed expenditure areas, amounts, or priorities, consistent with grant expenditure eligibility requirements, as needed during the course of the grant term based on the needs of the region.

Ordinance & Resolution Requirement Status – On Schedule

All member agencies are working on parallel timelines to adopt an enforceable ordinance(s), or similarly enforceable mechanism, pursuant to section 18981.2 of Title 14 of the California Code of Regulations. At this time, it is believed that all local jurisdictions in the Monterey County region have passed such ordinance(s), or similarly enforceable mechanisms, or have such items scheduled for considerations by their respective Councils or Boards in order to meet the April 1, 2022 ordinance requirement. Resolutions for all jurisdictions are anticipated by the March 1, 2021 secondary due date.

Gratitude

Funding received through this grant program will serve as a vital catalyst to further our region's SB 1383 compliance efforts. On behalf of the City of Seaside, and the entire regional project team, we thank CalRecycle for your time and consideration of this grant request.

###

Applicant/Participant	
Name: City of Seaside	Lead: X
Federal Tax ID:	Jurisdiction: Seaside
County: Monterey	

Contacts		Prime	Second	Auth	CnsIt
Brennen Jensen	Title: Climate & Energy Division Lead		X		X
EcoShift 126 Bonifacio Pl. Ste. G Monterey, CA 93940	Phone: 8319173720 Fax: Email: brennen@bluestrikeenvironmental.com				
Ashley Collick	Title: Assistant City Manager	X			
440 Harcourt Avenue Seaside, CA 93955	Phone: 8318996812 Fax: Email: acollick@ci.seaside.ca.us				
Zoë Shoats	Title: Director of Communications		X		X
Monterey Regional Waste Management Distr PO Box 1670 14201 Del Monte Blvd Marina, CA 93933	Phone: 8312646390 Fax: Email: ZShoats@mrwmd.org				
Roberta Greathouse	Title: Acting City Manager			X	
440 Harcourt Avenue Seaside, CA 93955	Phone: 8318996713 Fax: Email: Rgreathouse@ci.seaside.ca.us				
Dominique Davis	Title: City Clerk		X		
440 Harcourt Avenue Seaside, CA 93955	Phone: 8318996707 Fax: Email: ddavis@ci.seaside.ca.us				

Budget	
Category Name	Amount
Admin Costs	\$15,202.00
Collection	\$0.00
Education	\$10,647.00
Enforcement	\$0.00
Equipment	\$0.00
Indirect Costs	\$0.00
Marketing/Promotion/Outreach	\$15,708.54
Materials	\$1,593.00
Personnel	\$0.00
Training	\$0.00
Upgrade/Expansion	\$0.00
No Site Information Provided	

Documents	Document Title	Received Date
Required		
Application Certification	Application Certification	1/31/2022
Required By Secondary Due Date		
Resolution - Individual Application		

Other Supporting Document(s)

Draft Resolution

Joint Powers Agreement

MRWMD JPA Member Agreement

2/1/2022

Letter of Authorization/Resolution

Letter of Designation

Resolution

1383 Local Assistance Grant Program: Check the following, as applicable. See Application Guidelines and Instructions for more information.

☒ Applicant acknowledges that its approved Resolution must be uploaded no later than the secondary due date.

Program Questions

California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If any applicants or participating jurisdictions are charter cities or joint powers authorities that include charter cities, the lead applicant must certify that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this application. If it is determined after award that a participating jurisdiction is a charter city prohibited from receiving state funds for this grant project, the grant will be terminated and any disbursed grant funds shall be returned to CalRecycle.

If any applicant or participating jurisdiction is a charter city or a joint powers authority that contains one or more charter cities, does Labor Code section 1782 prohibit those charter cities from receiving state funding for the project described in this grant application? Check the following, as applicable.

☒ Not Applicable. This application does not include any charter cities.

1383 Local Assistance Grant Program: Will your jurisdiction have an enforceable ordinance(s), or similarly enforceable mechanism pursuant to section 18981.2 of Title 14 of the California Code of Regulations submitted to CalRecycle by April 1, 2022?

☒ Yes

1383 Local Assistance Grant Program: If you are a Special District, do you provide solid waste collection services?

☒ Not Applicable

MEMORANDUM OF UNDERSTANDING

BETWEEN THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT AND ITS MEMBER AGENCIES REGARDING ASSISTANCE WITH COMPLIANCE WITH CALIFORNIA SENATE BILL 1383

This Memorandum of Understanding (“MOU”) is made and entered into as of the date of the signatures set forth below by and between the MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT (“District”, “MRWMD”), a California Garbage and Refuse Disposal District, and its member agencies including the cities of CARMEL-BY-THE-SEA, DEL REY OAKS, MARINA, MONTEREY, PACIFIC GROVE, SAND CITY, and SEASIDE; THE PEBBLE BEACH COMMUNITY SERVICES DISTRICT; and THE COUNTY OF MONTEREY (“Member Agencies”). Collectively these entities shall be known herein as “Parties” or individually as a “Party.”

Recitals

- A. The State of California has passed legislation, known as Senate Bill 1383, California’s Short-Lived Climate Pollutants regulation. The regulation will have significant impact on each Member Agency, with the goal of reducing organic material being landfilled by 75% by 2025, compared to a 2014 basis. The legislation mandates that Member Agencies undertake certain activities around the handling of organic waste materials collected within their jurisdictions. The regulation also requires 20% recovery of edible food by 2025 to direct it to a beneficial use and thus prevent it from entering the waste stream. Regulations take effect, and local program implementation will begin, on January 1, 2022.
- B. The Member Agencies have determined that it is in their best interest to coordinate their activities related to this legislation. This coordination is being facilitated by the District’s Technical Advisory Committee (TAC) comprised of staff from each Member Agency, the three Haulers in the District service area (Haulers), Salinas Valley Recycles (SVR) and MRWMD.
- C. The Member Agencies have further determined that the District has the expertise and resources necessary to implement some of these activities on the Member Agencies’ behalf and have now requested that the District incur costs to provide these activities.
- D. The Member Agencies have agreed to reimburse the District for proportionate shares of certain designated annual costs incurred by the District for these activities.
- E. The form and content of this MOU have been presented to the TAC, and the TAC has recommended it for approval by the Parties

NOW THEREFORE, in consideration of the mutual benefits to be derived by the District and the Member Agencies, and of the promises contained in this MOU, the Parties agree as follows:

Section 1. Recitals: The recitals set forth above are incorporated into this MOU.

Section 2. Purpose: The purpose of this MOU is to provide a structure for the Member Agencies to reimburse the District for SB 1383 related activities it performs on behalf of the Member Agencies.

Section 3. Voluntary: This MOU is voluntarily entered into by the Parties for the purpose of facilitating the implementation of SB 1383.

Section 4. Term: This MOU shall become effective on the last day of its execution by a Party and shall remain in effect until terminated by the Parties.

Section 5. Scope of Work, Costs & Cost Sharing: The scope of work, and associated costs, are set out in Exhibit A, entitled Detailed Activities and Costs, attached hereto and incorporated herein. Allocation of such costs to the Member Agencies is set out in Exhibit B, entitled Member Agencies' Annual Proportionate Shares and Costs, attached hereto and incorporated herein. Exhibit C outlines estimated individual Member Agencies' allocations related to the Department of Resources Recycling and Recovery (CalRecycle) SB 1383 Local Assistance Grant Program (OWR1: 2021-22), attached hereto and incorporated herein.

No later than March 1 of each year, and at such other times as directed by the Parties, the TAC shall meet to consider and, if deemed necessary, modify Exhibits A, ~~and B~~, and/or C subject to direction from the governing bodies of each Member Agency to its TAC representative.

Section 6. The District Agrees:

(a) District staff will manage activities as identified in Exhibit A and C, which activities include contracting with third party vendors when reasonably necessary and paying those vendors for contracted costs.

(b) Two times per year, on dates to be determined by the TAC, District will invoice Member Agencies for each Member Agency's proportionate share of costs as shown in Exhibit B with each invoice to be fifty percent (50%) of the Member Agency's share of costs.

~~(b)~~(c) Upon award of CalRecycle SB 1383 Local Assistance Grant Program funds, the District will invoice Member Agencies for their full allocation of grant funds as shown in Exhibit C. Four times during the grant term, aligned with dates identified by CalRecycle grant Terms & Conditions, the District shall report to Member Agencies a summary of actual grant expenditures and progress toward grant tasks to date.

(c) District will maintain an accounting of activities and expenses and provide reconciliation of payments annually. Material differences between estimated costs and actual incurred costs will result in either: 1) an adjustment made to the final annual payment for each Member Agency, or 2) such cost difference shall be incorporated into the subsequent year cost allocation.

(d) In year one only, in recognition of expected continuation of improved recycling revenues for the District from recyclable material sales, the District will off-set \$140,000 of the costs identified in Exhibit A. This off-set is reflected in the cost allocations set out in Exhibit B for FY 2021-22.

Section 7. The Member Agencies Agree:

(a) To reimburse the District for all expenses incurred by the District under this MOU in accordance with each Member Agency's proportionate share as shown on Exhibit B ~~and C~~.

(b) To make a full-faith effort to cooperate with one another and with the District to achieve the purposes of this MOU by providing information, reviewing information in a timely manner, and informing their respective administration and governing bodies.

Section 8. Termination. Any Party may terminate its participation in this MOU upon giving written notice to the District no later than April 1 of any calendar year during the term of this MOU. Within ten days following a Party's termination date, such party shall pay District all charges then due and payable and shall pay when determined any additional charges that shall later come due under the MOU, subject to the limits set out in Exhibits A, ~~and B~~ and C.

Section 9. General Provisions.

(a) This MOU is binding and for the benefit of the respective successors, heirs, and assigns of each Party and the District; provided however, no Party may assign its respective rights or obligations under this MOU without the prior written consent of the District.

(b) This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

(c) If any provision of this MOU is determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU will not be affected, and this MOU will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.

(d) Waiver by the District or any Party to this MOU of any term, condition, or covenant of this MOU will not constitute a waiver of any other term, condition or covenant. Waiver by the District or any Party of any breach of the provisions of this MOU will not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

(e) This MOU may be executed in any number of counterparts, each of which is an original but all of which taken together will constitute one and the same instrument, provided, however, that such counterparts have been delivered to all parties to this MOU.

(f) All parties acknowledge they have been represented, or have had the opportunity to be represented, by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU will be construed according to its fair language. Any ambiguities will be resolved in a collaborative manner by the District and the Parties and must be rectified by amending this MOU.

IN WITNESS WHEREOF, the District and the Parties have caused this MOU to be executed by their duly authorized representatives as of the date of their respective signatures.

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF CARMEL-BY-THE-SEA

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF DEL REY OAKS

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF MARINA

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF MONTEREY

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF PACIFIC GROVE

By: _____

DATE: _____

APPROVED AS TO FORM:

SAND CITY

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF SEASIDE

By: _____

DATE: _____

APPROVED AS TO FORM:

PEBBLE BEACH COMMUNITY SERVICES DISTRICT

By: _____

DATE: _____

APPROVED AS TO FORM:

COUNTY OF MONTEREY

By: _____

DATE: _____

APPROVED AS TO FORM:

EXHIBIT A

DETAILED ACTIVITIES & COSTS FY 2021-2022

Scope of Work

The activities related to the implementation of SB 1383 may include contracting and policy development; public education; materials purchasing and distribution; reporting; contamination monitoring; edible food waste recovery; enforcement; procurement; organics processing; rate setting; cost monitoring; and any other related activities the Parties choose to address.

The District will take the lead producing public education campaigns in concert with the already-provided Hauler and/or Member Agency resources. The Member Agencies will be responsible for production and mailing fees associated with outreach. The District will also contract with a vendor to administer contamination monitoring in the form of curbside lid flipping within each Member Agency, except for in Carmel-by-the-Sea and the County of Monterey, where the City of Carmel-by-the-Sea and the County of Monterey will decide how to proceed. The District will also provide CalRecycle reporting services to the Member Agencies. In addition, funds will be allocated to food recovery organizations for procurement of refrigerated holding facilities or transport vehicles to support edible food recovery efforts.

Costs

SB 1383 Fee Category	Detail	FY 21/22 Cost	Notes
Contracting/Policy (HF&H)	Franchise amendment/ordinance development	122,815	
Public Education		\$ 50,000	Covers creation of materials, but not production or distribution
Kitchen Pails w/ sticker & postcard	SFD & MFD upon request	\$ 50,000	
Reporting	Recyclist	\$ 11,610	Note: Omits City of Monterey & County from shared cost
	MRWMD staff time	\$ 20,000	
Contamination Monitoring (Lid Flipping)	Blue Strike / Greenwaste Recovery for Carmel	MA Specific	See attachment for cost breakdown
Edible Food Recovery	Donations to local food recovery organizations	\$ 50,000	
Organics Processing	District fees	\$ -	
		\$ 304,425	
Reduction from MRWMD for recycling revenues FY 21/22		\$ (140,000)	
		\$ 164,425	
HFH Franchise Management & Rate Setting		\$ 55,000	Note: Omits City of Monterey & County from shared cost
Monitoring Costs		11,047	
Total		\$ 230,472	

EXHIBIT B

MEMBER AGENCIES' ANNUAL PROPORTIONATE SHARES & COSTS* FY 2021-2022

	SB 1383 Costs Distributed by Contract (Includes Recyclist for GWR Agencies)		
	Population #	Per Agency Cost/Year	With \$2,500 Minimum
Carmel	3,830	\$ 3,096	\$ 2,927
DRO	1,525	\$ 1,233	\$ 2,500
Marina	21,981	\$ 17,766	\$ 16,798
PG	15,522	\$ 12,546	\$ 11,862
PBCSD	4,531	\$ 3,662	\$ 3,463
Sand City	310	\$ 251	\$ 2,500
Seaside	33,956	\$ 27,445	\$ 25,949
TOTAL	81,655	\$ 65,997	\$ 65,997
Monterey City	28,352	\$ 34,214	\$ 34,214
County	50,128	\$ 34,214	\$ 34,214
TOTAL	160,135	\$ 134,425	\$ 134,425

	Remainder of Shared Costs			
	Population #	%	Per Agency Cost/Year	With \$2,500 Minimum
Carmel	3,830	2.4%	\$ 718	\$ 2,500
DRO	1,525	1.0%	\$ 286	\$ 2,500
Marina	21,981	13.7%	\$ 4,118	\$ 2,862
PG	15,522	9.7%	\$ 2,908	\$ 2,500
PBCSD	4,531	2.8%	\$ 849	\$ 2,500
Sand City	310	0.2%	\$ 58	\$ 2,500
Seaside	33,956	21.2%	\$ 6,361	\$ 4,421
Monterey City	28,352	17.7%	\$ 5,312	\$ 3,691
County	50,128	31.3%	\$ 9,391	\$ 6,526
TOTAL	160,135		\$ 30,000	\$ 30,000

	Contract Management			
	Population #	%	Per Agency Cost/Year	With \$2,500 Minimum
Carmel	3,830	4.7%	\$ 2,580	\$ 2,500
DRO	1,525	1.9%	\$ 1,027	\$ 2,500
Marina	21,981	26.9%	\$ 14,806	\$ 13,740
PG	15,522	19.0%	\$ 10,455	\$ 9,703
PBCSD	4,531	5.5%	\$ 3,052	\$ 2,832
Sand City	310	0.4%	\$ 209	\$ 2,500
Seaside	33,956	41.6%	\$ 22,872	\$ 21,225
TOTAL	81,655		\$ 55,000	\$ 55,000

EXHIBIT B
(Continued)

MEMBER AGENCIES' ANNUAL PROPORTIONATE SHARES & COSTS*
FY 2021-2022

Carmel	Monitoring Costs			
	Population #	Per Agency Cost/Year	Admin Cost	Total
Carmel	3,830	\$ 584	\$ 175	\$ 759
DRO	1,525	\$ 693	\$ 208	\$ 900
Marina	21,981	\$ 1,633	\$ 490	\$ 2,122
PG	15,522	\$ 1,021	\$ 306	\$ 1,328
PBCSD	4,531	\$ 672	\$ 202	\$ 874
Sand City	310	\$ 937	\$ 281	\$ 1,218
Seaside	33,956	\$ 1,720	\$ 516	\$ 2,237
Monterey City	28,352	\$ 1,238	\$ 371	\$ 1,609
County	50,128			
TOTAL	110,007	\$ 8,498	\$ 2,549	\$ 11,047

	Total Costs		
	Population #	Per Agency Cost/Year	With Minimums
Carmel	3,830	\$ 7,152	\$ 8,686
DRO	1,525	\$ 3,446	\$ 8,400
Marina	21,981	\$ 38,812	\$ 35,522
PG	15,522	\$ 27,236	\$ 25,392
PBCSD	4,531	\$ 8,436	\$ 9,668
Sand City	310	\$ 1,735	\$ 8,718
Seaside	33,956	\$ 58,914	\$ 53,831
Monterey City	28,352	\$ 41,134	\$ 39,514
County	50,128	\$ 43,605	\$ 40,740
TOTAL	160,135	\$ 230,472	\$ 230,472

*Member Agencies' proportionate costs subject to adjustment annually in accordance with any change in scope and total costs.

EXHIBIT C

MEMBER AGENCIES' ESTIMATED ALLOCATION OF CALRECYCLE LOCAL ASSISTANCE GRANT PROGRAM FUNDING (OWR1: 2021-22)**

The Member Agencies of Carmel, Del Rey Oaks, Marina, Monterey, Sand City, Seaside, Pacific Grove, and the Pebble Beach Community Services District (PBCSD) join the Local Assistance Grant Program as a regional collaborative project for the implementation of regulation requirements associated with SB 1383, in coordination with other jurisdictions of the Monterey County region to maximize project impact and cost-effectiveness across the countywide area. This regional grant-funded project will be coordinated through the two local waste management governmental agencies within Monterey County, Monterey Regional Waste Management (MRWMD), and Salinas Valley Solid Waste Authority (SVSWA).

The Member Agencies, along with each of the MRWMD and SVSWA member agencies are applying individually to this grant program using a unified regional project design, budget and implementation approach. All participating jurisdictions' individual grant funding will be pooled together and expended in a cooperative manner by their agencies' respective waste districts, MRWMD and SVSWA. The County of Monterey is applying separately and will manage its budget and project implementation independently, in coordination with broader regional planning efforts.

Based on current regional needs and findings to date related to SB 1383 in Monterey County, the following four major components will comprise the principal focus areas of program expenditures under the proposed regional project approach:

- 1) Grant Management, Tracking & Reporting
- 2) Agency Procurement Support
- 3) Edible Food Recovery Implementation and Capacity Building
- 4) Organics & Edible Food Recovery Education, Outreach and Technical Assistance

Each element will be informed by regional coordination through the established MRWMD and SVSWA Technical Advisory Committee forums, Capacity Planning Assessments and related studies completed or in process throughout the region, and new data and information obtained through program implementation trials, stakeholder feedback and best practices as identified. All expenditures will be incurred jointly, facilitated through each respective waste agency, and tracked and reported by each jurisdiction, based on the percentage of grant funds received by each agency compared to the full funding received collectively by all participating member agencies. CalRecycle, based on per capita calculations, using the Department of Finance's January 2021 population statistics, estimates jurisdictions' proportionate grant allocations. A summary of individual and collective agency grant allocations is presented below as **Table 1**.

EXHIBIT C
(Continued)

MEMBER AGENCIES' ESTIMATED ALLOCATION OF CALRECYCLE LOCAL ASSISTANCE GRANT PROGRAM FUNDING (OWR1: 2021-22)**

Table 1. Thirteen Agency Collaborative Approach Budget Summary

<u>Agencies</u>	<u>Estimated Funding</u>	<u>% of District Subtotal</u>	<u>% of Region Total</u>	<u>Waste District</u>
<u>Carmel-by-the-Sea</u>	<u>\$20,000</u>	<u>9%</u>	<u>4%</u>	<u>MRWMD</u>
<u>Del Rey Oaks</u>	<u>\$20,000</u>	<u>9%</u>	<u>4%</u>	<u>MRWMD</u>
<u>Marina</u>	<u>\$29,771</u>	<u>14%</u>	<u>6%</u>	<u>MRWMD</u>
<u>Monterey</u>	<u>\$38,247</u>	<u>18%</u>	<u>7%</u>	<u>MRWMD</u>
<u>Pacific Grove</u>	<u>\$21,398</u>	<u>10%</u>	<u>4%</u>	<u>MRWMD</u>
<u>Sand City</u>	<u>\$20,000</u>	<u>9%</u>	<u>4%</u>	<u>MRWMD</u>
<u>Seaside</u>	<u>\$43,151</u>	<u>20%</u>	<u>8%</u>	<u>MRWMD</u>
<u>Pebble Beach Community Services District</u>	<u>\$20,000</u>	<u>9%</u>	<u>4%</u>	<u>MRWMD</u>
Subtotal (MRWMD):	<u>\$212,566</u>	<u>100%</u>	<u>41%</u>	-
<u>Gonzales</u>	<u>\$20,000</u>	<u>6%</u>	<u>4%</u>	<u>SVSWA</u>
<u>Greenfield</u>	<u>\$25,157</u>	<u>8%</u>	<u>5%</u>	<u>SVSWA</u>
<u>King City</u>	<u>\$20,665</u>	<u>7%</u>	<u>4%</u>	<u>SVSWA</u>
<u>Salinas</u>	<u>\$211,143</u>	<u>68%</u>	<u>40%</u>	<u>SVSWA</u>
<u>Soledad</u>	<u>\$33,095</u>	<u>11%</u>	<u>6%</u>	<u>SVSWA</u>
Subtotal (SVSWA):	<u>\$310,060</u>	<u>100%</u>	<u>59%</u>	-
TOTAL (13 Agency Regional Approach):	<u>\$522,626</u>	-	<u>100%</u>	-

**** Working in coordination with the designated CalRecycle grant manager or other agency representatives as appropriate, the region may adjust these proposed expenditure areas, amounts, or priorities, consistent with grant expenditure eligibility requirements, as needed during the course of the grant term based on the needs of the region.**



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ashley Collick, Assistant City Manager
Roberta Greathouse, Human Resources Director/Risk Manager

DATE: February 17, 2022

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE TEMPORARY
STREET CLOSURE POLICY**

RECOMMENDATION

Adopt a resolution authorizing the Temporary Street Closure Policy.

BACKGROUND

Temporary street closures, such as block parties, street fairs, and other special events, demonstrate the range and diversity of ways in which a city's streets may be utilized. Whether done as a precursor to a future project or as a seasonal or weekly event, temporary closures can activate the street and showcase participating businesses and communities. Depending on a street's usage and characteristics, temporary street closures can take multiple forms, ranging from an emphasis on active recreation, biking, or exercise to business activity, food, or arts.

This policy memorializes the procedure for approving temporary street closures. It authorizes the City Manager, with the recommendation of the Police Chief, Fire Chief, City Engineer, and Risk Manager, to authorize:

1. City sponsored events and community events that occur on an annual or routine basis, and previously approved by the City Council (i.e., Hot Cars Cool Nights, Red White and Blues, Farmer's Market, Fire Department Open House, etc.); and
2. Closures lasting for eight hours or less where the majority of residents / businesses within 500 feet of the proposed closure support the closure (i.e. a neighborhood block party).

City Council approval is required for:

1. Special events of a non-routine nature;
2. Events lasting longer than eight hours; and
3. Requests for closure of traffic arteries or streets with a speed limit that exceeds 30 miles per hour.

Requests for temporary street closure that are denied by the City Manager may be appealed to the City Council.

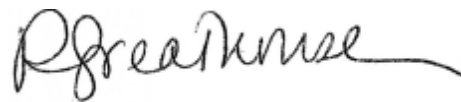
FISCAL IMPACT

There is no fiscal impact associated with the adoption of this policy.

ATTACHMENTS

1. Resolution
 2. Temporary Street Closure Policy
-

Reviewed for Submission to the City Council by:

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

Roberta Greathouse, Acting City Manager

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPTING THE TEMPORARY STREET CLOSURE POLICY

WHEREAS, Temporary street closures, such as block parties, street fairs, and other special events, demonstrate the range and diversity of ways in which a city's streets may be utilized. Whether done as a precursor to a future project or as a seasonal or weekly event, temporary closures can activate the street and showcase participating businesses and communities. Depending on a street's usage and characteristics, temporary street closures can take multiple forms, ranging from an emphasis on active recreation, biking, or exercise to business activity, food, or arts; and

WHEREAS, this policy memorializes the procedure for approving temporary street closures. It authorizes the City Manager, with the recommendation of the Special Events Committee, to authorize:

1. City sponsored events and community events that occur on an annual or routine basis, and have been previously approved by the City Council (i.e., Hot Cars Cool Nights, Red White and Blues, Farmer's Market, Fire Department Open House, etc.); and
2. Closures lasting for eight hours or less where the majority of residents / businesses within 500 feet of the proposed closure support the closure (i.e. a neighborhood block party); and

WHEREAS, City Council approval is required for:

1. Special events of a non-routine nature;
2. Events lasting longer than eight hours; and
3. Requests for closure of traffic arteries or streets with a speed limit that exceeds 30 miles per hour; and

WHEREAS, The draft policy has been reviewed, and recommended for approval, by the City's Special Event Committee which is comprised of representatives of the Police Department, Fire Department, Public Works, Recreation, Community Development, the City Manager's Office, and Risk Management.; 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 Temporary Street Closure Policy.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside
duly held on the 17th 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



TEMPORARY STREET CLOSURE POLICY

I. Purpose

- A. It is the policy of the City of Seaside to encourage neighborhood, business, and community activities that promote the health, welfare, safety, and harmony of its citizens. Temporary street closures for such activities will be authorized when those closures are not anticipated to cause harm to or be a significant disruption to the general public.
- B. The purpose of this policy to the define parameters under which requests for temporary street closures for community and special events will be considered and processed. Except as otherwise provided by law, it shall be unlawful to close any public street unless a Street Closing Permit has been issued by the City of Seaside in accordance with this policy.

II. Scope

This policy applies to all roads and streets in the City of Seaside road system.

- A. City Manager's Administrative Approval: The City Manager, with recommendation of City staff, is authorized to approve:
 - 1. City sponsored events and community events that occur on an annual or routine basis, and have been previously approved by the City Council (i.e., Hot Cars Cool Nights, Red White and Blues, Farmer's Market, Fire Department Open House, etc.); and
 - 2. Closures lasting for eight hours or less where the majority of residents / businesses within 500 feet of the proposed closure support the closure (i.e. a neighborhood block party).
- B. City Council Approval: City Council approval is required for:
 - 1. Special events of a non-routine nature;
 - 2. Events lasting longer than eight hours; and
 - 3. Requests for closure of traffic arteries or streets with a speed limit that exceeds 30 miles per hour.

III. Policy Criteria

- A. Disposition of Temporary Street Closure Requests is administrative in nature under the authority of the City Manager and the Seaside City Council.
- B. A notice of application for street closure must be distributed to residents and business affected by the potential closure sample form attached.
- C. Fire hydrants on the specified street closure shall not be obstructed by vehicles, temporary structures, tents or other obstacles that impede the fire departments ability to access the hydrant in the event of an emergency. A minimum of 20-foot unobstructed path must be maintained for emergency vehicle access to the street if the event is not a complete, hard closure. If the event plans on having a hard closure, both the fire and police departments must be made aware of the closure in advance so alternative routes of response can be planned. An Emergency Access plan must be submitted and approved by the Fire Department and Police Department.



- D. The applicant shall conduct all activities in such a manner that the health and safety of the public are not negatively impacted.
- E. Promptly following the conclusion of the event, the applicant shall clean the right-of-way equivalent to its condition prior to the temporary closure.
- F. Approval of the request is subject to other conditions that may be specified by the City Manager or City Council.
- G. Conditions considered for all street closures include (but are not limited to):
 - 1. Impact of the proposed closure on residents, occupants, or businesses.
 - 2. Impact of the proposed closure on the accessibility of emergency vehicles into the closure areas.
 - 3. Impact of the proposed closure on vehicular traffic such as circulation, site lines, traffic movement, and availability of alternate routes for traffic.
 - 4. Potential interference with commercial and business activities in the immediate vicinity.
 - 5. Conditions existing within the surrounding area that, when occurring in conjunction with a street closure, might create a hardship or an unnecessary inconvenience to the public or persons residing in the area.
- H. The applicant is responsible for all costs associated with establishing, running, or maintaining the closure, including reimbursing the City for any costs associated with the closure, unless a fee waiver is approved by the City Council.
- I. The proposed street closure must be compatible with the neighborhood / commercial area of the requested street or road.
- J. The location must be large enough for the anticipated the crowd capacity as determined by the City's Police Chief, Fire Chief, City Engineer, and Risk Manager.
- K. The temporary street closure shall be for a period less than eight (8) hours, including any set up time and breakdown time, unless approved by City Council.
- L. The City of Seaside maintains the right to cancel approval of the street closure at any time.
- M. The City reserves the right to limit the number of street closures in particular areas in order to limit disruption to residents and businesses.
- N. The City Manager will maintain and update the application and other forms to support this policy.

IV. Application Procedure

- A. The applicant shall submit a Seaside Application for Temporary Street Closing Permit at least 90 days prior to the date of the proposed street closure. Applications submitted less than 90 days cannot be guaranteed a response for approval or denial.
- B. A site map must be included with the application detailing a 20-foot emergency vehicle access lane through closure, or alternative emergency vehicle access in accordance with an approved Emergency Access Plan.



- C. All applicable documents shall be attached to the Application for Temporary Street Closing Permit (consult with City staff to determine which documents are required):
 - 1. Special Event Application;
 - 2. Detailed site map;
 - 3. Traffic control plan;
 - 4. Emergency Access Plan;
 - 5. Temporary detour plan;
 - 6. Petition with signatures of affected residents / businesses; and
 - 7. Proof of insurance.
- D. Incomplete applications will be denied.
- E. The City's Police Chief, Fire Chief, City Engineer, and Risk Manager will review application materials and make recommendations regarding the closure to the City Manager and/or City Council.
- F. In the event an application is denied by the City Manager, the applicant may appeal to the City Council.

V. Road Closure / Barricade Equipment:

- A. Barricade equipment is required and can be provided by the City. City Staff will contact the Maintenance & Utilities Superintendent to schedule the delivery of the barricade equipment.
- B. Barricades will be delivered by the Maintenance & Utilities Division the last working day before the event and will be picked up the first working day after the event.
- C. Depending on the proposed closure, the City may require City staff or a bonded and insured traffic control company to be responsible for opening and closing the roadway.

VI. Public Notification

- A. At the applicant's expense, and prior to approval of the potential closure, the City will notify all residents/tenants directly affected by the street closure and provide them with the means to comment on the proposed closure.
- B. At a minimum, notices will be distributed to all who live or own/manage businesses within a 500-foot radius of the event location.
- C. The applicant may submit a petition demonstrating support of the affected residences / businesses which may be accepted in lieu of the City's noticing process. Upon request, the City will provide the applicant of a list of businesses and residences within the 500-foot radius.



VII. Fees and Charges

- A. The applicant will be responsible for all applicable fees and costs associated with the street closure, including but not limited to:
 - 1. Public Noticing;
 - 2. Use of City barricades;
 - 3. Staff time to shut down and reopen the street;
 - 4. Permit fee as established by the City Council in the adopted fee schedule;
 - 5. Cost of any required traffic plans and Emergency Access Plans; and
 - 6. Police, Fire, and other staff time as deemed necessary by the City
- B. The City Council may waive the fees associated with street closures.

VIII. Additional Event Requirements

- A. No stakes or penetrations may be made through the street surface.
- B. No disposal of anything in storm sewers.
- C. Any marking on the street can be done in chalk or washable material. No paint or permanent markings can be used.
- D. No loud speaker system shall be used which is audible beyond the designated event location. Event organizers and guests shall be in compliance with public peace statutes and ordinances.
- E. Alcoholic beverages are prohibited on City streets or public right of way unless the applicant has obtained a permit from the City. Proof of ABC license must be submitted to the City prior to the event in accordance with the Special event application.
- F. If alcoholic beverages are dispensed, event organizers may be subject to criminal penalties if under-aged persons are consuming or possessing such beverages.

IX. Damages & Insurance

- A. Any person or persons to whom a Street Closing Permit has been issued shall be liable for any loss or damage to any City of Seaside property arising out of the issuance or exercise of said permit.
- B. As a condition to the issuance of any Street Closing Permit, the permittee or permittees may be required to provide insurance to indemnify the City from any and all damages and costs of litigation arising out of the issuance and use of such permit.
- C. As a condition to the issuance of any Street Closing Permit, the City may require the permittee to indemnify and hold the City harmless from any claims for damages arising out of the street closing.

**STREET CLOSURE NOTIFICATION (SAMPLE)****Notice Application for Street Closure**

This notice serves as notification that a request for street closure has been submitted to the City of Seaside and includes a request to close a portion of: (insert street)

Noticing Date:

Name of Applicant:

Name of the Event / Purpose of Closure:

Date of Closure:

Start Time of Closure:

End Time of Closure:

Streets to be closed:

A: _____ from to _____

B: _____ from to _____

C: _____ from to _____

Map of Closure:

Map of Street Closure:**To provide input on this application:**

Provide written comment to city clerk@ci.seaside.ca.us, include the following in the subject line "Public comment Item # (insert the agenda item number relevance to your comment). Written comments must be received by 3pm of the day of the meeting

Provide public comment in person at the meeting.

Meeting Date/Time:

Meeting Information:

**TEMPORARY STREET CLOSURE APPLICATION****Applicant Information**

Name of Applicant:	Date:
Mailing Address:	City/ State:
Email:	Phone:

Street Closure Details

Name of the Event / Purpose of Closure:		
General Description:		
Event Start and End Time:	Estimated number of people in attendance:	
Date of Event:	Total Number of streets to be closed:	
Will alcohol be served?	Will the event include live or amplified music?	
Streets to be closed (please attach a detailed site map of closure location):		
A: _____ from to _____		
B: _____ from to _____		
C: _____ from to _____		
Street close time:	Street opening time:	
Supplementary questions	Yes	No
Will vehicles be allowed inside the closure?		
If yes, please explain why and provide their locations:		
Are you planning to hire a security company for the planned closure?		
If yes, provide the Company name, phone number, name of Supervisor, and locations for where security will be placed:		
I certify that the information provided in the application is true and correct to the best of my knowledge.		
Applicant Signature:		Date:

**For Official Use Only****Engineering / Public Works Department**

Application Review Questions	Yes	No
Has the traffic control plan been submitted?		
Is the traffic control plan approved?		
Per the approved traffic control plan, is security being required for traffic control?		
Is the street closure application approved by the Engineering / Public Works Dept?		
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head:	Title:	
Signature:		

Police Department

Application Review Questions	Yes	No
Based on the information provided, does the applicant need to have Security assigned to assist traffic around the street closure?		
If yes, please identify the areas where security is required:		
Is the street closure application approved by the Police Dept?		
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head:	Title:	
Signature:		

**Fire Department**

Application Review Questions	Yes	No
Does the site plan show obstructions on the road way?		
Does the site plan does provide for a 20' wide fire lane for emergency vehicle access?		
Is the street closure application approved by the Fire Dept?		
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head:	Title:	
Signature:		

Risk Management

Application Review Questions	Yes	No
Does the proposed street closure meet the requirements of this policy with respect to size, compatibility, etc.?		
If required, has the applicant submitted Liability Insurance?		
Is the street closure application approved by Risk Management?		
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head:	Title:	
Signature:		

Status of Application

The street closure request is: APPROVED _____ DENIED _____ DATE: _____

City Manager's Signature / Date: _____

If applicable, scheduled for City Council consideration on: _____



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.J.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ashley Collick, Assistant City Manager

DATE: February 17, 2022

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING IRISH AMERICAN
HERITAGE MONTH FOR MARCH 2022**

RECOMMENDATION

Approve a proclamation declaring March 2022 as Irish Heritage Month to recognize the contributions of Irish Americans to our society.

BACKGROUND

On June 3, 2021, the City Council approved the Library of Congress' Commemorative Observances. March is Irish American Heritage Month to coincide with Saint Patrick's Day, the Irish national holiday on March 17. This is a time to celebrate Irish traditions and history and to acknowledge the important contributions of Irish Americans. The Irish flag will be flown in commemoration at City Hall from March 1 - 31, 2022.

FISCAL IMPACT

There is no fiscal impact for this item.

ATTACHMENTS

1. Proclamation Irish-American Heritage Month
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read "R Greathouse", is written over a horizontal line.

Roberta Greathouse, Acting City Manager

City of Seaside PROCLAMATION



Irish-American Heritage Month 2022

Commemorative Observance

WHEREAS, *Irish-American Heritage Month is celebrated by proclamation of the President and Congress in the United States to honor the achievements and contributions of Irish immigrants and their descendants living in the United States; and*

WHEREAS, *Irish-American Heritage Month was first celebrated in 1991; and*

WHEREAS, *Irish-American descendants have greatly influenced all aspects of life, including education, the arts, public safety, firefighting, the military, science, agriculture, business, industry, athletics, and public service, including the presidency ; and*

WHEREAS, *the month of March provides many excellent opportunities to acknowledge the outstanding achievements of our thriving Irish-American community; and*

WHEREAS, *The City of Seaside will observe Irish-American Heritage Month by flying a commemorative flag from March 1st and March 31st at City Hall; and*

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim March 2022 as Irish-American Heritage Month.

Ian N. Oglesby, Mayor
February 17, 2022



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.K.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ashley Collick, Assistant City Manager

DATE: February 17, 2022

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING WOMEN'S HISTORY
MONTH FOR MARCH 2022**

RECOMMENDATION

Approve a proclamation declaring March 2022 as Women's Month to recognize the contributions of Women to our society.

BACKGROUND

On June 3, 2021, the City Council approved the Library of Congress' Commemorative Observances. March is Women's History Month. This is a time to celebrate and acknowledge the important contributions of women in our society. The Women's History Month commemorative flag will be flown at City Hall from March 1 - 31, 2022.

FISCAL IMPACT

There is no fiscal impact for this item.

ATTACHMENTS

1. Proclamation- Women's History Month
-

Reviewed for Submission to the City Council by:

A handwritten signature in dark ink, appearing to read "R Greathouse", written over a horizontal line.

Roberta Greathouse, Acting City Manager

City of Seaside PROCLAMATION



Women's History Month 2022

Commemorative Observance

WHEREAS, *Women of every race, class, and ethnic background have made historic contributions to the growth and strength of the City of Seaside and our entire Nation in countless recorded and unrecorded ways; and*

WHEREAS, *Women have played and continue to play critical economic, cultural, and social role in every sphere of the life of City of Seaside and the Nation by constituting a significant portion of the labor force working inside and outside of the home; and*

WHEREAS, *Women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and*

WHEREAS, *Women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and*

WHEREAS, *Women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and*

WHEREAS, *Women have served our country courageously in the military and their bravery and sacrifice continues to be present in the City of Seaside; and*

WHEREAS, *The City of Seaside will observe Women's History Month by flying a commemorative flag from March 1st and March 31st at City Hall; and*

WHEREAS, *Women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all;*

NOW THEREFORE, BE IT PROCLAIMED, *that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim March 2022 as Women's History Month.*

Ian N. Oglesby, Mayor
February 17, 2022



CITY OF SEASIDE STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Victor Damiani, Finance Director

DATE: February 17, 2022

SUBJECT: **ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MUNICIPAL ADVISOR AGREEMENT WITH NHA ADVISORS, LLC, FOR MUNICIPAL ADVISORY SERVICES AND APPROVE A REGULATORY DISCLOSURE LETTER REGARDING THE CITY OF SEASIDE CAMPUS TOWN DEVELOPMENT PROJECT (CFD FORMATION) WITH A NOT TO EXCEED AMOUNT OF \$27,500.00**

RECOMMENDATION

Authorize the City Manager to enter into an agreement with NHA Advisors, LLC as attached.

BACKGROUND

In the coming years, the City anticipates the need for a municipal advisor to assist with the formation of a Community Facilities District, bond financing for the newly formed CFD, bond financing for the City's water utility, and other potential bond financing.

Rather than issue an RFP for each financing and project, City staff believes it is prudent to hire a Municipal Advisor on a multiple-year contract to be available as needed.

The following is a list of possible projects that would require or benefit from the services of an experienced financial advisor:

- Assist with formation of CFD (immediate need)(not-to-exceed \$27,500)
- Assist with the hiring of a financing team and structuring debt for the newly formed CFD (medium term)
- Assist with the hiring of a financing team and structuring debt for the City's water utility (immediate need)

- Analyze the City's pension liability and recommend strategies to mitigate the rising costs (immediate need)
- Assist with the exploration of creating a Community Revitalization and Investment Authority (medium term)
- Analyze the City's Capital Improvement Program and recommend a holistic financing plan (medium term)

In November of 2021, the City posted a request for proposal (Proposal) for municipal advisory services. Staff closed the Proposal on December 3, 2021, after having received five high quality proposals. In January, a committee was formed to begin ranking the proposals. Upon completion of its ranking, the committee determined NHA Advisors, LLC, to be the top ranking proposal. The firm substantially demonstrated a high degree of expertise, a considerable body of comparable work and a highly competitive cost proposal. After extensive reference checks, and an interview conducted by the City Manager and the City Finance Director, NHA Advisors is recommended to the City Council for consideration of the contract award.

The contract under consideration is proposed with a three-year initial term. However, the City may, in its sole and exclusive discretion, extend the end date of the Agreement for two one-year renewal periods. The City may cancel the Agreement at any time and without cause upon written notification to NHA Advisors.

Bond financing services are compensated on a scale which is dependent on the type of bond and the size of the issuance. It is customary for municipal advisory services related to bond financing to be paid from bond proceeds. Other consulting projects will be billed at hourly rates as provided in the contract and will not commence until a Regulatory Disclosure Letter is issued by the consultant (including a not-to-exceed budget) and approved by the Council.

FISCAL IMPACT

Bond financing services will be paid from bond proceeds. Other consulting service projects will be presented to the Council for consideration as they are identified, and will include not-to-exceed budget amounts. The \$27,500 not-to-exceed budget for the CFD Formation project is proposed to be paid from available funds in the Finance Department "consulting" budget line item.

ATTACHMENTS

1. Resolution
2. Seaside - NHA Advisors Municipal Advisor Agreement 220201
3. Seaside Campus Town CFD Formation Project - NHA Advisors220207_5
4. RFP Municipal Advisor- Seaside

5. NHA Advisors, proposal

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

AUTHORIZING THE CITY MANAGER TO EXECUTE A MUNICIPAL ADVISOR AGREEMENT WITH NHA ADVISORS, LLC, FOR MUNICIPAL ADVISORY SERVICES AND APPROVE A REGULATORY DISCLOSURE LETTER REGARDING THE CITY OF SEASIDE CAMPUS TOWN DEVELOPMENT PROJECT (CFD FORMATION) WITH A NOT TO EXCEED AMOUNT OF \$27,500

WHEREAS, the City issued a Request for Proposal seeking qualified proposal for Municipal Advisory Services from November 15, 2021, through December 3, 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 the NHA Advisors, LLC, proposal ranked the highest; and

WHEREAS, NHA Advisors, LLC is an Independent Registered Municipal Advisor providing comprehensive financial and consulting services to public agencies throughout California; and

WHEREAS, NHA Advisors, LLC has issued a Regulatory Disclosure Letter in which they agree to provide consulting services in regards to the City's Campus Town Project with a not-to-exceed amount of \$27,500.00; and

WHEREAS, the City Council has carefully examined the proposed contract and Regulatory Disclosure Letter and is satisfied with the terms; 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 Municipal Advisor Agreement with NHA Advisors, LLC, to provide Municipal Advisory Services with an initial term of three years; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside does hereby authorize the Acting City Manager to execute the Regulatory Disclosure Letter with NHA Advisors, LLC, to provide Municipal Advisory Services with regards to the City's Campus Town Project at an amount not-to-exceed \$27,500.00.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 17th 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

**MUNICIPAL ADVISOR AGREEMENT
BETWEEN
CITY OF SEASIDE
AND
NHA ADVISORS, LLC**

THIS AGREEMENT for consulting services is made by and between the City of Seaside (the “City”) and NHA Advisors, LLC (“Consultant”) (together referred to as the “Parties”) as of January 15, 2022 (the “Effective Date”).

SECTION 1 – SERVICES

As the City’s registered municipal advisor, subject to the terms and conditions set forth in this Agreement, Consultant shall provide to the City the services described in the Scope of Services attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

If acting in the capacity of an Independent Registered Municipal Advisor (“IRMA”) with regards to the “IRMA exemption” of the SEC Rule, Consultant will review all third-party recommendations submitted to the City if requested in writing.

Recommendation. If Consultant makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the City and is within the scope of the engagement, Consultant will determine, based on the information obtained through reasonable diligence of Consultant whether a municipal securities transaction or municipal financial product is suitable for the City. In addition, Consultant will inform the City of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation
- the basis upon which Consultant reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the City; and
- whether Consultant has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the City’s objectives.

If the City elects a course of action that is independent of or contrary to the advice provided by Consultant, Consultant is not required on that basis to disengage from the City.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2025, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as referenced in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event the City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from the City of such desire of the City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

SECTION 2 - COMPENSATION

The City hereby agrees to pay Consultant compensation for services outlined in the Scope of Services (Exhibit A) under the Compensation Schedule (Exhibit B).

The City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from the City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to the City in the manner specified herein. Except as specifically authorized by the City in writing, Consultant shall not bill the City for duplicate services performed by more than one person.

Consultant and the City acknowledge and agree that compensation paid by the City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. The City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- The beginning and ending dates of the billing period.
 - At the City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense.
 - For work performed on an hourly Compensation Schedule, the total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder.
- 2.2 Monthly Payment.** The City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. The City shall have 30 days from the receipt of an invoice that complies with all the requirements above to pay Consultant.

- 2.3 Final Payment.** The City shall pay the final sum due pursuant to this Agreement within 60 days after completion of the services and submittal to the City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** The City shall pay for the services to be rendered by Consultant pursuant to this Agreement. The City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. The City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Consultant submit any invoice for an amount more than the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses are specified below and shall not exceed \$1,000. Expenses will typically include third-party data collection or services not provided by the City. Reimbursable expenses are in addition to the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

SECTION 3 - FACILITIES AND EQUIPMENT

Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. The City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

The City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with the City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of the City. In no event shall the City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4 - INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to the City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to the City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance

Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a) The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b) The City, its officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by or on behalf of Consultant; or automobiles owned, leased, hired, or borrowed by Consultant.
- c) For any claims related to this Agreement or the work hereunder, Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- d) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.3 Professional Liability Insurance.

4.3.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$250,000 per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a) The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b) Insurance must be maintained, and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c) If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.

- d) A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII

4.4.2 Verification of Coverage. Prior to beginning any work under this Agreement, Consultant shall furnish the City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to Consultant beginning work, it shall not waive Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of the City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e., limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the contractor, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

4.5 Remedies. In addition to any other remedies the City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the City may, at its sole option exercise any of the

following remedies, which are alternatives to other remedies the City may have and are not the exclusive remedy for Consultant's breach:

- obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- terminate this Agreement.

SECTION 5 – CONSULTANT'S RESPONSIBILITIES AND INDEMNIFICATION

Consultant is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board ("MSRB"). As such, Consultant has a fiduciary duty to the City and must provide both a Duty of Care and a Duty of Loyalty that entail the following.

Duty of Care:

- a) exercise due care in performing its municipal advisory activities
- b) possess the degree of knowledge and expertise needed to provide the City with informed advice
- c) make a reasonable inquiry as to the facts that are relevant to the City's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the City; and
- d) undertake a reasonable investigation to determine that Consultant is not forming any recommendation on materially inaccurate or incomplete information; Consultant must have a reasonable basis for:
 - i. any advice provided to or on behalf of the City;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the City, any other party involved in the municipal securities transaction or municipal financial product, or investors in the City securities; and
 - iii. any information provided to the City or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

Consultant must deal honestly and with the utmost good faith with the City and act in the City's best interests without regard to the financial or other interests of Consultant. Consultant will eliminate or provide full and fair disclosure (included herein) to the City about each material conflict of interest (as applicable). Consultant will not engage in municipal advisory activities with the City as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the City's best interests.

Conflicts of Interest and Other Matters Requiring Disclosures

As of the commencement date of the Project, there are no actual or potential material conflicts of interest, other than those noted below, that Consultant is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If Consultant becomes aware of any material potential

conflict of interest that arises after this disclosure, Consultant will disclose the detailed information in writing to the City in a timely manner.

The following are potential conflicts of interest to be considered.

- Consultant represents that in connection with the issuance of municipal securities, Consultant may receive compensation from the City for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, Consultant hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding Consultant's ability to provide unbiased advice to enter into such transaction. This potential conflict of interest will not impair Consultant's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the City.
- Consultant's fees under this engagement are based on both hourly fees of Consultant's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate and contingent (based on financing structure). This form of compensation presents a potential conflict of interest because it could create an incentive for Consultant to recommend alternatives that would result in more hours worked. This conflict of interest will not impair Consultant's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the City.
- The fee paid to Consultant increases the cost of investment to the City. The increased cost occurs from compensating Consultant for municipal advisory services provided.
- Consultant serves a wide variety of other clients that may, from time to time, have interests that could have a direct or indirect impact on the interests of another Consultant client. For example, Consultant serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the City. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Consultant could potentially face a conflict of interest arising from these competing client interests. Consultant fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the City.
- Gerald Craig Hill, the Managing Principal of NHA Advisors is currently serving as an outside director for the HdL Companies based in Diamond Bar, CA. HdL Companies is a software and professional services consulting company providing revenue data and collections information to local governments, potentially including NHA Advisors' clients. HdL Companies have affiliates including, but not limited to, HdL Coren & Cone. From time to time, NHA Advisors utilizes the services of HdL Coren & Cone for its clients. NHA Advisors is mindful of this conflict of interest and fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith when this situation arises.
- Consultant does not have any affiliate that provides any advice, service, or product to or on behalf of the City that is directly or indirectly related to the municipal advisory activities to be performed by Consultant.
- Consultant has not made any payments directly or indirectly to obtain or retain Consultant's municipal advisory business.

- Consultant has not received any payments from third parties to enlist Consultant's recommendation to the City of its services, any municipal securities transaction, or any municipal finance product.
- Consultant has not engaged in any fee-splitting arrangements involving Consultant and any provider of investments or services to the City.
- Consultant does not have any legal or disciplinary event that is material to the City's evaluation of the municipal advisory or the integrity of its management or advisory personnel.
- Consultant does not act as principal in any of the transaction(s) related to this Project.
- During the term of the municipal advisory relationship, this disclosure will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this disclosure and the revised writing will be promptly delivered to the City.

Pursuant to MSRB Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- Consultant is currently registered as a Municipal Advisor with the SEC and the MSRB.
- Within the MSRB website at www.msrb.org, City may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

Recommendations

If Consultant makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the City and is within the scope of the engagement, Consultant will determine, based on the information obtained through reasonable diligence of Consultant whether a municipal securities transaction or municipal financial product is suitable for the City. In addition, Consultant will inform the City of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation
- the basis upon which Consultant reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the City; and
- whether Consultant has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the City's objectives.

If the City elects a course of action that is independent of or contrary to the advice provided by Consultant, Consultant is not required on that basis to disengage from the City.

Record Retention

Effective July 1, 2014, pursuant to the Securities and Exchange Commission (SEC) record retention regulations, Consultant is required to maintain in writing, all communication and created documents between Consultant and the City for five (5) years.

Indemnification

Consultant shall indemnify, defend with counsel acceptable to the City, and hold harmless the City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of the City.

Consultant's obligation to defend and indemnify shall not be excused because of Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against Consultant, Consultant waives all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

SECTION 6 - STATUS OF CONSULTANT

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the City. The City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise the City shall not have the right to control how Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any

and all claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of the City and entitlement to any contribution to be paid by the City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 Consultant Not an Agent.** Except as the City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the City to any obligation whatsoever.

SECTION 7 - LEGAL REQUIREMENTS

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which the City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to the City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to the City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from the City.
- 7.5 Legal Events and Disciplinary History.** Consultant does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations, and civil litigation. The City may electronically access Consultant's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

- 7.6 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, based on a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by

Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

SECTION 8 - TERMINATION AND MODIFICATION

- 8.1 Termination.** The City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 45 days' written notice to the City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; the City, however, may condition payment of such compensation upon Consultant delivering to the City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** The City may, in its sole and exclusive discretion, extend the end date of this Agreement for two one-year renewals beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if the City grants such an extension, the City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, the City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 Assignment and Subcontracting.** The City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to the City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between the City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, the City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that the City would have paid Consultant pursuant to Section 2 if Consultant had completed the work

SECTION 9 - MISCELLANEOUS PROVISIONS

9.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

9.2 **Venue.** If either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Monterey.

9.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

9.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

9.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

9.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies, and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

9.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of the City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any the City official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

As of the date of the Agreement, there are no actual or potential conflicts of interest that Consultant is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If Consultant becomes aware of any potential conflict of interest that arise after this disclosure, Consultant will disclose the detailed information in writing to the City in a timely manner.

The fee paid to Consultant increases the cost of investment to the City. The increased cost occurs from compensating Consultant for municipal advisory services provided.

Consultant does not act as principal in any of the transaction(s) related to this Agreement.

During the term of the municipal advisory relationship, this agreement will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this agreement and the revised writing will be promptly delivered to the City.

- 9.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 9.9 Contract Administration.** This Agreement shall be administered by the City Finance Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

9.10 Notices. Any written notice to Consultant shall be sent to:

Craig Hill, Managing Principal
NHA Advisors, LLC
4040 Civic Center Drive, Suite 200
San Rafael, CA 94903

Any written notice to the City shall be sent to:

Victor Damiani, Finance Director
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

10.11 Integration. This Agreement, including the Scope of Services attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A: Scope of Services

Exhibit B: Compensation Schedule

10.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF SEASIDE

NHA ADVISORS, LLC

Victor Damiani, Finance Director

Craig Hill, Managing Principal

EXHIBIT A

SCOPE OF SERVICES GENERAL CONSULTING & MUNICIPAL ADVISORY SERVICES

Consultant will serve as the municipal advisor of record for the City. The scope of work will generally include, but may not be limited to, the following services:

Task 1: General Consulting Services

General Financial Assistance

- Work with City staff to review and provide advice on operational budgets
- Develop financial models for funding capital needs
- Assist in appropriate disclosure for annual financial reporting
- Assist in appropriate continuing disclosure for outstanding obligations requiring annual filing
- Review and respond to general questions related to public finance
- Assist staff with reports or information items related to financing strategies or opportunities
- Respond to general inquiries from staff

Development Finance

- Review proposed development plans for public infrastructure requirement or other possible financeable components
- Develop initial funding model and tax impact of potential bond financing
- Work with City staff and property owner to understand financial impact of project scoping on future property tax collections
- Develop non-capital (services) funding vehicle if requested by the City
- Work with City staff, consultants and property owner to develop funding agreement

Utility Financing

- Review the City's existing bond obligations
- Develop financial model addressing coverage requirements and future parity capacity
- Calculate feasibility of refinancing any outstanding obligations
- Develop financing options

General Fund Financing

- Review the City's existing general fund obligations
- Calculate feasibility of refinancing any outstanding obligations
- Develop financing options
- Budget and cash flow review and analysis

Presentation to City Council, Staff or Other Stakeholders (as requested)

- Develop presentation materials or memos detailing financing information
- Present information in any format as determined by City staff

Task 2: Financing (if applicable)

Project Management

- Manage financing process, including assembly of the financing team and assignment of tasks for all parties involved in the financing.
- Provide information and advice on the timing of the financing process and develop timeline (schedule) of tasks.
- Upon request, work with City staff to solicit and select a registered broker-dealer (underwriter or placement agent), bond/disclosure counsel, trustee service provider, or other consultants that may be required as part of financing process. Provide recommendation(s) and negotiate preferred terms and pricing for said consultant(s).

Quantitative Analysis and Financial Structuring

- Prepare, review, analyze, and provide structuring advice for the proposed financing and or refinancing.
- Evaluate the method of sale (private placement or public offering), bond structure, legal approach, and financial advantages for each alternative, including the financing terms and call provisions.
- Analyze credit enhancement options (bond insurance and reserve surety bond policies).
- Meetings or conference calls with credit enhancement or insurance companies to discuss the transaction, as appropriate.

Project Implementation

- Provide advice on the financing structure for incorporation into financing documents.
- Coordinate the efforts of bond counsel, disclosure counsel, and/or any other legal counsel to prepare the financing documents for approval by the City Council.
- Review financing documents to ensure accuracy with the financing plan.
- Upon request, Consultant will make presentations or attend meetings with the City Council or stakeholders to answer questions about the financing and process.
- Work with selected financing partner or funding source to determine optimal bond structure, including serial/term bonds, premium/discount bonds, and redemption provisions.
- If a public offering method of sale is utilized:
 - Coordinate preparation of a comprehensive credit presentation to the rating services and bond insurance companies, if applicable.
 - Work with disclosure counsel to assemble the official statement (investor disclosure document) for the financing in a manner consistent with existing laws, regulations, and standards of the securities industry.
 - If completed as a negotiated sale, assist the City in the negotiation of underwriting spreads and interest rates for the proposed financing. Monitor the underwriter's sales effort to ensure the lowest financing costs are achieved.
 - Assist with the solicitation of an investment advisor to coordinate investment of bond proceeds and/or accounts, as necessary.
 - If completed as a competitive sale, engage a nationally recognized firm to market the bonds and establish a bidding platform.
 - Coordinate the delivery, printing and final approval of legal documents, and the preparation of closing certificates and final official statement.

- If a private placement method of sale is utilized:
 - Prepare a credit package for potential investor banks.
 - If a placement agent has been engaged, work with placement agent to solicit bids from various banks that invest in municipal debt.
 - Upon request from City staff, if no placement agent has been engaged for a privately placed loan (non-municipal security), Consultant will solicit bids from potential investors.
 - Manage bond or loan pricing and final financing structure (debt service and bond terms).
 - Coordinate the delivery, final approval of legal documents, and the preparation of closing certificates.
- Work with bond counsel to finalize documents for execution by the City.
- Prepare or coordinate preparation of a closing memorandum outlining a detailed flow of funds at the time of closing

EXHIBIT B

COMPENSATION SCHEDULE

Task 1: Hourly, On Call Financial Consulting and Municipal Advisory Services

If the City elects to engage the services of Consultant on an hourly basis, work will be performed on a time-and-materials basis allowing no preconceived bias towards a financing solution. If, after the initial analysis is performed, the City Council or staff elect to fund a project internally, with grant funds or other non-financing, we accept the decision and have been compensated accordingly.

Staff Allocation	Hourly Rate
Principal	\$325
Director / Senior Vice President	\$300
Vice President	\$275
Assist. Vice President / Sr. Associate	\$250
Associate	\$225
Senior Analyst	\$200
Analyst	\$175
Administrative	\$ 75

Task 2: Bond Financing

For financing specific work, Consultant proposes to establish fixed fee compensation based on the complexity of the transaction and the estimated Consultant staff resources. In our experience, financings consume different amounts of time dependent on several factors. For projects requiring extensive research, due diligence or options analysis, revised fee schedules may be proposed.

The fee schedule for various bond structures is as follows:

Financing Fee Schedule - Municipal Advisory Services	
Project Type	Fee Range
Tax and Revenue Anticipation Notes	\$22,500 - \$27,500
General Obligation Bonds	\$37,500 - \$52,500
General Fund Obligations	\$37,500 - \$52,500
Utility Revenue Bonds	\$37,500 - \$57,500
Limited Obligation Bonds (AD)	\$42,500 - \$52,500
Special Tax Bonds (CFD)	\$42,500 - \$52,500

Additional Services

Credit Rating Process (as Needed) – For services related to a credit rating process, Consultant will receive a fee for services as follows.

Credit Rating Process	Fee
Short-Term Cash Flow Financing	\$5,000
Long-Term Financing	\$10,000

In-Person Meetings (Upon Request) – Consultant will be reimbursed \$1,500 for each in-person meeting. Consultant will participate on conference calls and virtual meetings at no additional cost to the City.

Request for Proposals (Upon Request) – If the City has not engaged consultants to provide certain services required as part of financing process, at the City’s direction, Consultant will undertake the solicitation of one or more of these parties for the fees outlined in the following rate table.

Request for Proposal Process	Fee
Broker-Dealer (Underwriter/Placement Agent)	\$5,000
Bond/Disclosure Counsel	\$2,500
Special Tax Consultant	\$2,000
Fiscal Consultant	\$1,500
Trustee	\$1,000

Expenses (Out-of-Pocket)

Any necessary expenses will be billed directly at cost to the City. Expenses will be limited to those necessary for completion of the project and will not be incurred without prior written consent of the City.

February 7, 2022

Victor Damiani, Finance Director
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

RE: City of Seaside Campus Town Development Project (CFD Formation) – Regulatory Disclosure Letter

Dear Victor,

NHA Advisors, LLC (“NHA Advisors”) is required to send this Regulatory Disclosure Letter per Municipal Securities Rulemaking Board (“MSRB”) rules. This letter specifies the terms and details of the work that NHA Advisors will perform for the City of Seaside (the “City”) relating to the above referenced project (the “Project”). Additionally, this letter provides certain duties and disclosures that municipal advisors must present to all clients prior to beginning work on a municipal transaction.

Scope of Municipal Advisory Activities to be Performed

A detailed Scope of Services can be found in Exhibit A.

Independent Registered Municipal Advisor (“IRMA”)

If acting in the capacity of an Independent Registered Municipal Advisor (“IRMA”), with regard to the IRMA exemption of the U. S. Securities and Exchange Commission (“SEC”) Rule, NHA Advisors will review all third-party recommendations submitted to NHA Advisors in writing by the City.

Term of the Project

The Project will commence on February 1, 2022, and end on the earlier of either June 30, 2023, or upon closing of the transaction, unless the term of the Project is otherwise terminated or extended. Any extensions must be mutually agreed upon by all parties in writing.

Termination of NHA Advisors’ Role on Project

The City may terminate NHA Advisors’ role on the Project at any time and without cause upon written notification to NHA Advisors.

In the event of termination, NHA Advisors shall be entitled to compensation for services performed to the effective date of termination. The City, however, may condition payment of such compensation upon NHA Advisors delivering to the City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to NHA Advisors or prepared by or for NHA Advisors or the City in connection with NHA Advisors’ work on the Project.

NHA Advisors may terminate upon 45 days' written notice to the City and shall include in such notice the reasons for termination.

Compensation and Out-of-Pocket Expenses

A detailed proposal for compensation and expenses can be found in Exhibit B.

Fiduciary Duty

NHA Advisors is registered as a Municipal Advisor with the SEC and MSRB. As such, NHA Advisors has a fiduciary duty to the City and must provide both a Duty of Care and a Duty of Loyalty that entail the following.

Duty of Care:

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide the City with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to the City's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the City; and
- d) undertake a reasonable investigation to determine that NHA Advisors is not forming any recommendation on materially inaccurate or incomplete information; NHA Advisors must have a reasonable basis for:
 - i. any advice provided to or on behalf of the City;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the City, any other party involved in the municipal securities transaction or municipal financial product, or investors in the City securities; and
 - iii. any information provided to the City or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

NHA Advisors must deal honestly and with the utmost good faith with the City and act in the City's best interests without regard to the financial or other interests of NHA Advisors. NHA Advisors will eliminate or provide full and fair disclosure (included herein) to the City about each material conflict of interest (as applicable). NHA Advisors will not engage in municipal advisory activities with the City as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the City's best interest.

Conflicts of Interest and Other Matters Requiring Disclosures

As of the commencement date of the Project, there are no actual or potential material conflicts of interest, other than those noted below, that NHA Advisors is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If NHA Advisors becomes aware of any material potential conflict of interest that arises after this disclosure, NHA Advisors will disclose the detailed information in writing to the City in a timely manner.

The following are potential conflicts of interest to be considered.

- NHA Advisors' fees under this Project are based on hourly fees of NHA Advisors' personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest because it could create an incentive for NHA Advisors to recommend alternatives that would result in more hours worked. This conflict of interest will not impair NHA Advisors' ability to render unbiased and competent advice or to fulfill its fiduciary duty to the City.
- The fee paid to NHA Advisors increases the cost of investment to the City. The increased cost occurs from compensating NHA Advisors for municipal advisory services provided.
- NHA Advisors serves a wide variety of other clients that may, from time to time, have interests that could have a direct or indirect impact on the interests of another NHA Advisors client. For example, NHA Advisors serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the City. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, NHA Advisors could potentially face a conflict of interest arising from these competing client interests. NHA Advisors fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the City.
- Gerald Craig Hill, the Managing Principal of NHA Advisors is currently serving as an outside director for the HdL Companies based in Diamond Bar, CA. HdL Companies is a software and professional services consulting company providing revenue data and collections information to local governments, potentially including NHA Advisors' clients. HdL Companies have affiliates including, but not limited to, HdL Coren & Cohen. From time to time, NHA Advisors utilizes the services of HdL Coren & Cohen for its clients. NHA Advisors is mindful of this conflict of interest and fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith when this situation arises.
- NHA Advisors does not have any affiliate that provides any advice, service, or product to or on behalf of the City that is directly or indirectly related to the municipal advisory activities to be performed by NHA Advisors.
- NHA Advisors has not made any payments directly or indirectly to obtain or retain NHA Advisors' municipal advisory business.
- NHA Advisors has not received any payments from third parties to enlist NHA Advisors' recommendation to the City of its services, any municipal securities transaction, or any municipal finance product.
- NHA Advisors has not engaged in any fee-splitting arrangements involving NHA Advisors and any provider of investments or services to the City.
- NHA Advisors does not have any legal or disciplinary event that is material to the City's evaluation of the municipal advisory or the integrity of its management or advisory personnel.
- NHA Advisors does not act as principal in any of the transaction(s) related to this Project.
- During the term of the municipal advisory relationship, this disclosure will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this disclosure and the revised writing will be promptly delivered to the City.

Pursuant to MSRB Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- NHA Advisors is currently registered as a Municipal Advisor with the SEC and the MSRB.
- Within the MSRB website at www.msrb.org, City may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

Legal Events and Disciplinary History

NHA Advisors does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The City may electronically access NHA Advisors' most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

Recommendations

If NHA Advisors makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the City and is within the scope of the engagement, NHA Advisors will determine, based on the information obtained through reasonable diligence of NHA Advisors whether a municipal securities transaction or municipal financial product is suitable for the City. In addition, NHA Advisors will inform the City of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which NHA Advisors reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the City; and
- whether NHA Advisors has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the City objectives.

If the City elects a course of action that is independent of or contrary to the advice provided by NHA Advisors, NHA Advisors is not required on that basis to disengage from the City.

Record Retention

Effective July 1, 2014, pursuant to the SEC record retention regulations, NHA Advisors is required to maintain in writing, all communication and created documents between NHA Advisors and the City for five (5) years.

If there are any questions regarding the above, please do not hesitate to contact NHA Advisors.

Sincerely,



Craig Hill, Managing Principal
NHA Advisors, LLC

EXHIBIT A

SCOPE OF SERVICES

NHA Advisors will work with the City and other parties to develop funding strategies and options for forming and financing the public improvements related to the Project. The scope of work will generally include, but may not be limited to, the following services:

Task 1: Pre-Development Municipal Advisory Services

- Identify potential public improvements to be funded by developer cash, developer funding sources or through bond proceeds generated by the formation and issuance of special tax bonds through a community facilities district or assessment district.
- Identify method of funding for public improvements (developer/property owner equity, fees, bonds, state, or federal subsidized grant/loan programs or other).
- Verify estimated land values/home sales prices provided by property owner/developer.
- Work with the special tax consultant/assessment engineer to determine the appropriate maximum tax/assessment rates for the properties.
- If applicable, work with staff and property owners/developer to determine appropriate phasing for improvements to be financed through financing district.
- If applicable, work with staff and property owners/developer to determine which improvements being financed by the financing district or the developer are eligible for (1) reimbursement by future development and (2) credit on impact fees.
- If appropriate, prepare an overall financing plan memo for the City on the proposed financing district that addresses the following (1) improvements to be financed, (2) recommended maximum tax rates, (3) recommended phasing of financing district improvements, (4) recommended reimbursement protocols, and (5) recommended impact fee credits for improvements being financed by the financing district or the developer.
- Identify possible ongoing maintenance assessments/special tax for services, maintenance, or other future demands on the City resources.
- If applicable and requested by the City, identify possible infrastructure or public facility requirements for another public agency.
- Work with staff and consultants to develop an assessment spread/rate and method of apportionment for the financing district that will best serve the financing plan.
- Present the results of this analysis, if required, to the City Council.

Task 2: Community Facilities District or Assessment District Formation (if applicable)

- Provide and manage a detailed “master schedule” of tasks including district formation, documentation, and approvals.
- Prepare Financing Plan for assessment district or community facility district formation.
- Work with the City and developer on initial funding options and assessment spread/special tax allocation.
- Work with assessment engineer/special tax consultant to develop assessment spread/rate and method and project cost estimates and parcel tax.
- Participate in property owner discussions or requests for financing information.
- Attend and participate in the City Council meetings (as required).

- Structure Bond Financing Plan based on assessment spread/rate and method of Apportionment and parcel development information.

Task 3: Financing (if applicable)**Project Management**

- Manage financing process, including assembly of the financing team and assignment of tasks for all parties involved in the financing.
- Provide information and advice on the timing of the financing process and develop timeline (schedule) of tasks.
- Upon request, work with City staff to solicit and select a registered broker-dealer (underwriter or placement agent), bond/disclosure counsel, trustee service provider, or other consultants that may be required as part of financing process. Provide recommendation(s) and negotiate preferred terms and pricing for said consultant(s).

Quantitative Analysis and Financial Structuring

- Prepare, review, analyze, and provide structuring advice for the proposed financing and or refinancing.
- Evaluate the method of sale (private placement or public offering), bond structure, legal approach, and financial advantages for each alternative, including the financing terms and call provisions.
- Analyze credit enhancement options (bond insurance and reserve surety bond policies).
- Meetings or conference calls with credit enhancement or insurance companies to discuss the transaction, as appropriate.

Project Implementation

- Provide advice on the financing structure for incorporation into financing documents.
- Coordinate the efforts of bond counsel, disclosure counsel, and/or any other legal counsel to prepare the financing documents for approval by the City Council.
- Review financing documents to ensure accuracy with the financing plan.
- Upon request, NHA Advisors will make presentations or attend meetings with the City Council or stakeholders to answer questions about the financing and process.
- Work with selected financing partner or funding source to determine optimal bond structure, including serial/term bonds, premium/discount bonds, and redemption provisions.
- If a public offering method of sale is utilized:
 - Coordinate preparation of a comprehensive credit presentation to the rating services and bond insurance companies, if applicable.
 - Work with disclosure counsel to assemble the official statement (investor disclosure document) for the financing in a manner consistent with existing laws, regulations, and standards of the securities industry.
 - If completed as a negotiated sale, assist the City in the negotiation of underwriting spreads and interest rates for the proposed financing. Monitor the underwriter's sales effort to ensure the lowest financing costs are achieved.

- Assist with the solicitation of an investment advisor to coordinate investment of bond proceeds and/or accounts, as necessary.
 - If completed as a competitive sale, engage a nationally recognized firm to market the bonds and establish a bidding platform.
 - Coordinate the delivery, printing and final approval of legal documents, and the preparation of closing certificates and final official statement.
- If a private placement method of sale is utilized:
 - Prepare a credit package for potential investor banks.
 - If a placement agent has been engaged, work with placement agent to solicit bids from various banks that invest in municipal debt.
 - Manage bond or loan pricing and final financing structure (debt service and bond terms).
 - Coordinate the delivery, final approval of legal documents, and the preparation of closing certificates.
- Work with bond counsel to finalize documents for execution by the City.
 - Prepare or coordinate preparation of a closing memorandum outlining a detailed flow of funds at the time of closing.

EXHIBIT B

COMPENSATION SCHEDULE

TASK 1 & 2: HOURLY CONSULTING

For work described in the Scope of Services as Tasks 1&2, NHA Advisors will be compensated based upon the hourly rate schedule provided in the table to the right. NHA Advisors will invoice the City monthly for time and approved expenses. The not-to-exceed budget will be \$27,500.

Staff Allocation	Hourly Rate
Principal	\$325
Director / Senior Vice President	\$300
Vice President	\$275
Assist. Vice President / Sr. Associate	\$250
Associate	\$225
Senior Analyst	\$200
Analyst	\$175
Administrative	\$ 75

Task 3: Bond Financing

For financing specific work, NHA Advisors proposes to establish fixed fee compensation based on the complexity of the transaction and the estimated NHA Advisors staff resources. In our experience, financings consume different amounts of time dependent on several factors. For projects requiring extensive research, due diligence or options analysis, revised fee schedules may be proposed.

The fee schedule for various bond structures is as follows:

Financing Fee Schedule - Municipal Advisory Services	
Project Type	Fee Range
Limited Obligation Bonds (AD)	\$42,500 - \$52,500
Special Tax Bonds (CFD)	\$42,500 - \$52,500

Additional Services

Credit Rating Process (as Needed) – For services related to a credit rating process, NHA Advisors will receive a fee for services as follows.

Credit Rating Process	Fee
Long-Term Financing	\$10,000

In-Person Meetings (Upon Request) – NHA Advisors will be reimbursed \$1,500 for each in-person meeting. NHA Advisors will participate on conference calls and virtual meetings at no additional cost to the City.

Request for Proposals (Upon Request) – If the City has not engaged consultants to provide certain services required as part of financing process, at the City’s direction, NHA Advisors will undertake the solicitation of one or more of these parties for the fees outlined in the following rate table.

Request for Proposal Process	Fee
Broker-Dealer (Underwriter/Placement Agent)	\$5,000
Bond/Disclosure Counsel	\$2,500
Fiscal Consultant	\$1,500
Trustee	\$1,000

Expenses (Out-of-Pocket)

Any necessary expenses will be billed directly at cost to the City. Expenses will be limited to those necessary for completion of the project and will not be incurred without prior written consent of the City.



**REQUEST FOR PROPOSAL
Municipal Advisory Services
City of Seaside**

BID ISSUED DATE **November 15, 2021**

Title: Finance Director
Contact: Victor Damiani
Email: vdamiani@ci.seaside.ca.us
Phone Number: 831-899-6718

PROPOSAL DUE

Date: **Friday, December 3 2021, 5:00PM**

Mail Address and Bid Opening Location:

Finance Director
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Sealed written responses must be received by the Finance Director no later than the date, time, and location indicated above for the Bid Opening. Late submission of responses shall not be considered. Submittal of response by email or fax are not acceptable.

BID CONTENTS

Section I - Invitation
Section II - Background of the City
Section III - Scope of Services
Section IV - Proposal Requirements
Section V - Evaluation Criteria & Selection Process
Section VI - Terms of Agreement
Section VII - Other Proposal Information

Exhibit A - Consultant Agreement Sample

Note: This bid does not constitute an order for the goods or services specified.

City of Seaside
RFP Municipal Advisory Services

I. INVITATION

The City of Seaside (the “City”) is seeking proposals (“Proposals”) from qualified firms (“Firms”) to provide objective, independent municipal advisory services to the City. Qualified firms will be registered as municipal advisors with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB).

Sealed proposals, including one (1) original bound Proposal and a portable document format (PDF) file of the Proposal saved on a USB flash drive, must be received by the Director of Finance not later than 5:00 pm on December 3, 2021, unless this time is extended by written addendum issued by the City before that date. Late proposals will not be accepted, and postmarks will not be accepted as the submitted date. Proposals should be addressed as follows:

Finance Director
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Submitted envelopes should be marked “Request for Proposal for Municipal Advisory Services –“ (Firm Name).

II. BACKGROUND OF THE CITY

Seaside is a city in Monterey County, California, United States, with a population of 33,537 according to 2020 California Department of Finance data. The City of Seaside is a general-law City incorporated on October 13, 1954. Seaside is located on Monterey Bay at an elevation of 33 feet. The elevation in Seaside increases to the east, affording views of the Monterey Bay from multiple areas within the City. Seaside is known for its views of the bay from streets, private property and the golf courses.

The City operates under the council/manager form of government. Members of the Seaside City Council are elected by the voters every two years in a general election in November of even-numbered years. The Mayor serves 2-year terms and the four members of the City Council have rotating 4-year terms; every two years, two members of the City Council are also selected by the voters through a general election. Seaside elected officials do not have term limits. The Council sets policy and exercises the legislative authority of the City. The Council holds meetings on the first and third Thursdays of each month and at such other times as necessary.

A. *Financial Condition & Outlook*

The City’s Fiscal Year 2022 operating and capital budget, comprising the General Fund, Special Revenue Funds, Capital Projects Funds, Internal Service Funds,

Enterprise Funds, Component Unit and Trust Funds, totals approximately \$79.5 million. The City maintains various reserves, passed a balanced budget for Fiscal Year 2022 and anticipates a balanced budget for Fiscal Year 2023.

B. Capital & Financing Plan

The City prepares a five-year capital plan which identifies City capital improvement projects. The current primary focus is on maintaining and enhancing the City's infrastructure, including streets, parks and municipal facilities.

III. SCOPE OF SERVICES

A. Specific Services

Requested municipal advisory services may include, but are not limited to, assisting the City with the issuance of debt. Assistance may include, but may not be limited to:

- review and analysis of complex business plans and financial proposals, including those for refunding opportunities, made to the City;
- selling bonds or obtaining other debt financing by performing tasks such as:
 - advising on the essential features of the bond or other financing structure;
 - providing market analysis and information to determine the best method of sale or course of action for the City;
 - assisting with or preparing requests for proposals as appropriate for other professional services needed to carry out the financing;
 - participating in the preparation of offering or other documents needed for the financing;
 - preparing or coordinating the preparation of material for such purposes as rating agency and credit enhancement review processes;
 - coordinating the bidding for bonds in a competitive sale;
 - negotiating bond terms in a negotiated sale;
 - working with the finance team to facilitate an effective bond sale or other closing and delivery of proceeds;
 - providing post-sale advice on proceeds investments (as needed);
- preparation and submittal of continuing disclosure reports annually, or as otherwise required by the City's current or future bond covenants, to the Electronic Municipal Market Access, a service of the MSRB.

The Firm also may be called upon to assist the City with:

- review the City's long-range financing needs, particularly with respect to its capital improvement program and develop alternative strategies for meeting those needs;
- present alternative strategies for managing the City's current or future debt to achieve the best value for taxpayers;
- analyze and interpret legislation for economic or financial opportunities or impacts for the City;
- analyze and interpret complex business plans and financial proposals made to the City.

B. Assignment of Work

The Director of Finance will assign the work to be performed by the Firm. The Firm will be expected to coordinate the performance of services for the City.

C. Term of Engagement

The City anticipates executing an agreement for the period from January 15, 2022 through June 30, 2025 with an option to renew the agreements for two (2) additional one-year terms. The agreements shall continue until the end of the term, unless the Firm is notified, in writing by the Director of Finance sixty (60) days prior, of the City's intention to terminate the agreement. Termination of the agreement by the City can occur at any time during the agreement period at the City's discretion.

IV. PROPOSAL REQUIREMENTS

The purpose of the Proposal is to demonstrate the qualifications, competence, and capacity of the Firm to provide the services described in, and in conformity with the requirements of, this request for proposals ("RFP"). The Proposal should demonstrate the qualifications of the Firm and of the particular staff to be assigned to perform the work.

The Firm's Proposal shall be clear, accurate, and comprehensive. Excessive or irrelevant materials will not be favorably received. The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Firm.

The Firm shall submit one (1) original bound Proposal and a portable document format (PDF) file of the Proposal saved on a USB flash drive. The Proposal shall be organized and numbered, and the bound Proposal tabbed, in the order presented below:

1. Cover Page. The cover page should reflect the Firm's name, the date, and the subject: "REQUEST FOR PROPOSAL FOR MUNICIPAL ADVISORY SERVICES – " (FIRM NAME).
2. Transmittal Letter with Executive Summary. A letter of transmittal summarizing the key points of the Firm's Proposal in a clear and concise manner shall be signed by an individual in the Firm authorized to negotiate terms, render binding decisions, and commit the Firm's resources. The letter shall state the Firm has read and will comply with all terms and conditions of the RFP and summarize the Firm's understanding of the work to be done and ability to perform it. Please limit to one or two pages.
3. Identification of Firm. The Proposal must reflect the Firm's full legal name, state of incorporation, location of office(s), and background and other general information, including the size of the organization, years in business, and an organizational chart. The Proposal also must include the name, address, phone number, fax number, and e-mail of the Firm's contact person.
4. Personnel. Names, qualifications, proposed roles, office location(s), and availability of the principal personnel who would be assigned to perform the services described in the RFP must be provided. The primary person(s) who would be responsible for managing the relationship with the City.

Services to be provided in this engagement shall not be performed by or delegated to any person or entity other than as specified in the Proposal without written authorization from the Director of Finance. Such a change may be considered a significant deviation from the Proposal and may be cause for the City to terminate the agreement with the Firm.

5. Proposer Qualifications & References. The Firm shall state its qualifications, including providing a list of contracts with a scope similar to that of this RFP in which the Firm has engaged and a description of its proposed personnel's relevant experience over the past three (3) years. Discussion of the Firm's familiarity with the Government Finance Officers Association's (GFOA's) "Best Practices" relating to the selling of bonds and the selection of finance professionals also should be included. Also provide the names and contact information for individuals from a minimum of three (3) municipal entities for which the Firm has provided services, as relevant to this RFP, who would be willing to serve as references for the Firm and the individuals who would provide services to the City. The City reserves the right to contact any organizations or individuals listed.
6. Conflict of Interest Disclosure. The Firm must disclose any finder's fees, fee splitting, payments to consultants, or other contractual arrangements of the Firm which constitute a real or perceived conflict of interest. The Firm's affiliation or relationship with any broker-dealer and whether any personnel of the Firm who would provide advice to the City were associated with a broker-dealer firm within the two (2) years preceding the RFP also must be disclosed.

7. Investigation & Disciplinary Action Disclosure. The Firm must disclose any pending investigation of the Firm or enforcement or disciplinary actions taken within the past three years by the Securities & Exchange Commission (SEC), Financial Industry Regulatory Authority (FINRA), Municipal Securities Rulemaking Board (MSRB), or other regulatory bodies.
8. Fee Proposal. The “Fee Proposal” shall include the basis/bases of compensation for services rendered. If hourly, provide a schedule of rates for the personnel proposed to be involved in the engagement. If fixed, indicate the amount for the service. If transaction based, indicate the rate structure. If other types of compensation are proposed, provide enough information to enable evaluation of the cost for the specified services. Specify what costs, if any, are to be reimbursed.

V. EVALUATION CRITERIA & SELECTION PROCESS

A. Evaluation Criteria

Firms will be evaluated on a combination of responsiveness, organization, and clarity of proposals related to the scope of work, as well as the following criteria:

- Firm municipal advisory experience with similar engagements;
- qualifications and relevant experience of proposed assigned personnel;
- demonstrated understanding of the City’s financial situation;
- agreement to meet the City’s general terms and conditions;
- fees; and
- responses of references.

B. Selection Process

At the conclusion of the proposal solicitation period, staff will evaluate the responses received and select not more than three (3) firms’ proposals for further review and consideration. Interviews and/or presentations may be scheduled with firms selected to advance in the selection process. Based upon the outcome(s) of the evaluation(s) of proposals and/or interviews/presentations, a recommendation will be submitted to the City Manager for consideration of award.

Depending upon the agreed-upon terms, the agreement between the City and the selected firm may require approval by the City Council.

C. Tentative Schedule

Issue Date	November 15, 2021
Deadline for return of proposals	December 3, 2021
Staff review	Week of December 6, 2021
Interviews/Presentations (tentative)	Week of December 13, 2021
Recommendations submitted to City Council (if necessary)	January 6, 2022

VI. TERMS OF AGREEMENT

A. Contract for Professional Services

The firm selected shall be required to enter into the City's Standard Professional Services Agreement (Exhibit "A," attached), in substantially similar form, and to provide all other required certifications and documentation within fifteen (15) calendar days of notification of selection. Any City agreement resulting from this RFP shall not be effective, unless and until approved by the City, which may require the City Council approval.

B. Insurance Requirements

The firm selected shall maintain insurance in full force and effect during the entire period of performance under the agreements. Failure to do so shall be cause for termination of the agreements.

All policies must have a thirty (30) day non-cancellation clause giving the City thirty (30) days prior written notice in the event a policy is cancelled.

At the end of each agreement year, the City reserves the right to review insurance requirements and to require more or less coverage, depending on the assessment of risk, the firm's past experience, and the availability and affordability of increased liability insurance coverage.

Any aggregate insurance limits must apply solely to this agreement. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the firm shall maintain such insurance coverage for three (3) years after the expiration of the term (and any extensions) of the agreement.

C. Compensation

The respondent agrees, if selected, that compensation shall remain firm and fixed throughout the original term (and any extensions) of the contract.

D. Independent Contractor Status

The respondent agrees, if selected, that the respondent shall perform the services as an independent contractor and not as employee(s) of the City. The City shall not be considered the employer of the respondent. The respondent understands, if selected, that the respondent shall have the sole responsibility for deciding the manner and means of providing the services, except as outlined in the final contract and its attachments or exhibits.

E. Indemnification

The respondent agrees, if selected, to indemnify and hold harmless the City and all its respective officers and employees from any and all liability, claims, costs, including reasonable attorney's fees, demands, damages, expenses, and causes of action as outlined in the contract.

F. Other Considerations

The respondent understands that the information provided herein is intended solely to assist the respondent in submittal preparation. To the best of the City's knowledge, the information provided is accurate. However, the City does not warrant such accuracy, and any errors or omissions subsequently determined will not be construed as a basis for invalidating this solicitation. Further, by submitting a response to this solicitation, the respondent represents that he or she has thoroughly examined and become familiar with work required in the solicitation and is capable of performing quality work and to achieve the objectives of the City.

VII. OTHER PROPOSAL INFORMATION

A. Reservations

Issuance of this RFP does not commit the City to award an agreement or to procure an agreement for services. All costs directly or indirectly related to responding to the RFP, including all costs incurred in supplementary documentation, information, or presentation, will be borne by the Firm.

The City reserves the right to amend the RFP or issue to all firms a "Notice of Clarification" to answer questions for clarification.

The City reserves the right to postpone or cancel, for any or no reason, in part or in its entirety, the RFP.

The City reserves the right to reject any or all proposals or any portion of any proposal received in response to the RFP without cause or liability or to waive any irregularities or informalities in the proposals or proposal process. The City is not obligated to accept any proposal or to negotiate with any respondent.

Execution of an agreement is dependent upon the negotiation of a mutually acceptable agreement with the successful firm.

B. Variations in Scope of Work

The City may materially change the scope of work of this RFP. Such changes may include additions, deletions, or other revisions within the general scope of the RFP requirements. No material changes or adjustments shall be made without a written amendment to this RFP, signed by the Director of Finance. The City reserves the right to waive the written requirement for a variation in the scope of work if, in the opinion of the City, such variation does not materially change the item or its performance within parameters acceptable to the City.

C. Acknowledgment of Amendments

Each firm shall acknowledge receipt of any amendment to this RFP by signing and returning the amendment with the completed Proposal. The acknowledgment must be received by the City at the time and place specified for receipt of proposals.

D. Costs for Preparing Proposal

The City will not compensate any firm for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of the City. The City will retain all proposals submitted and may use any idea in a proposal, regardless of whether that proposal is selected.

E. Non-Responsive Proposals

A proposal may be considered non-responsive if conditional, incomplete, or if containing alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal. The City shall have sole discretion in determining the completeness of each proposal.

F. Late Proposal Submission

The City will not be responsible for proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City. Late or incomplete proposals will not be considered.

G. Alternative Proposals

Only one final proposal is to be submitted by each firm. Multiple proposals may result in rejection of all proposals submitted by the Firm.

H. No Exceptions

Submission of a proposal constitutes acceptance by the Firm of the conditions contained in this RFP and the professional services agreement, should the Firm be selected.

I. Applicable Laws

The agreement awarded shall be governed in all respects by the laws of the State of California, and any litigation related to the agreement or this RFP shall be brought in the State of California, with a venue of the Monterey Superior Courts. The firm awarded the agreement shall comply with all applicable federal, state, and local laws and regulations.

J. Non-Conforming Terms & Conditions

Any proposal that includes terms and conditions that do not conform to the terms and conditions of this RFP is subject to rejection as non-responsive. The City reserves the right to permit the respondent to withdraw non-conforming terms and conditions from its Proposal prior to action by the City to award an agreement.

K. Public Information

All documents received by the City are considered public records and will be made available after firm selection for public inspection and copying upon request.

L. Additional Information

Any questions regarding this RFP or requests for available materials should be addressed to:

Victor Damiani, Finance Director
Email: vdamiani@ci.seaside.ca.us
Phone: (831)-899-6718

Respondents/firms are cautioned that any oral statements made that materially change any portion of this RFP are not valid unless subsequently ratified by a formal written amendment to this RFP. No technical questions that may materially change any portion of this RFP will be accepted during the seven calendar days prior to the time and date set for receipt of proposals.

Exhibit "A"
Sample Consultant Agreement

CITY OF SEASIDE

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, is made and effective as of _____ 20__, between the City of Seaside, a municipal corporation ("City") and _____, [a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation] ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on _____, 20__ and shall remain and continue in effect until tasks described herein are completed, but in no event later than _____, 20__, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. CITY MANAGEMENT

City's _____ (Staff member title) shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed _____ dollars (\$.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

City of Seaside
RFP Municipal Advisory Services

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed twenty four thousand nine hundred ninety nine dollars (\$24,999.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained at the City of Seaside's City Hall for a minimum period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City 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 attorney's fees and costs to the extent same are caused in whole or in part by any act, error or omission of Consultant, its officers, agents, employees or sub consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit without the written consent of the Consultant.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub consultants of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit D attached to and part of this agreement.

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Seaside in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Seaside will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work

to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

[the following paragraph is only to be used when the City will be taking in a fee or deposit from an applicant and use that fund to retain the consultant to prepare an EIR, Specific Plan, or some other specific document or where the City is funding a similar development-type study]

(c) Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or sub consultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its sub consultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or

partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Seaside
440 Harcourt Avenue
Seaside, California 93955
Attention: City Clerk

To Consultant:

17. ASSIGNMENT

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, only _____ shall perform the services described in this Agreement.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the City of Seaside.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. WORK SCHEDULED/TIME OF COMPLETION

[this section is optional and should be included only when the project is particularly time-sensitive]

City and Consultant agree that time is of the essence in this Agreement. City and Consultant further agree that Consultant's failure to perform on or at the times set forth in this Agreement will damage and injure City, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, City and Consultant agree that any failure to perform by Consultant at or within the times set forth herein shall result in liquidated damages of _____ dollars (\$_____.00) per day for each and every day such performance is late. City and Consultant agree that such sum is reasonable and fair. Furthermore, City and Consultant agree that this Agreement is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of City's Request for Proposal, Exhibit "C" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "D" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF SEASIDE

By: _____
[City Manager or Mayor]

CONSULTANT

By: _____
(Signature) _____(Typed Name)

EXHIBIT A

TASKS TO BE PERFORMED

EXHIBIT B

PAYMENT SCHEDULE

EXHIBIT C

LOCATION SCHEDULE

EXHIBIT D

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

[Note: verify minimum limit for each coverage with Risk Manager]

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

[Note: may need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees]

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

[Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.]

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope

of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$_____ per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. 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 City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they

DECEMBER 3,
2021

**REQUEST FOR PROPOSAL FOR
MUNICIPAL ADVISORY SERVICES
NHA ADVISORS, LLC**



SUBMITTED BY



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December 3, 2021

Attn: Victor Damiani, Finance Director
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

RE: Request for Proposals for Municipal Advisory Services - NHA Advisors, LLC

Dear Mr. Damiani:

NHA Advisors, LLC (“NHA”) is pleased to submit our proposal to provide municipal advisory services to the City of Seaside (the “City”) in response to the City’s request for proposal (“RFP”). It is our intention to succinctly state the core value NHA brings to the City’s projects. We believe NHA’s breadth and depth of expertise will help the City’s fulfill its objectives and that we are the best advisor to serve the City. NHA brings a method to every assignment in service to every client, something that is rare in the financial consulting and municipal advisory business. NHA believes in, and practices, a client-centered (i.e., fiduciary-first, not deal-driven) approach.

In 2020, we served as the municipal advisor for the wind-down of the Fort Ord Reuse Authority. Their 2020 Tax Allocation Bond issuance provided \$24 million in building removal and soil remediation funding for the Former Fort Ord base, including \$6.4 million in funds provided to the City of Seaside to address Fort Ord properties within the City. That project gave us unique insights into the area and the complexities of the issues facing the City, including water supply shortages, needed aging infrastructure replacement, and workforce housing shortage.

From the City’s 2021-22 Capital Improvement Program, we see that the City’s water fund has pressing needs for infrastructure and alternative water sources. In our proposal (Section 5.D), we provide some analysis of the City’s historical Water Fund coverage, possible bonding capacity, and some strategies for addressing the City’s water needs. Upon being selected as the City’s municipal advisor, we are ready to quickly provide detailed analysis of the City’s options for financing alternative water infrastructure needs.

NHA’s value proposition to the City is direct and simple -- we will strive to be your trusted advisor by bringing our fiduciary ethos to every municipal bond offering **AND** educational or advisory engagement we work on. Period. This means that we are **NOT** transaction-driven (we are process-driven). NHA’s process is always to conduct deep due diligence, make sure decision-makers understand **ALL** the options, and translate complex financing structures in an objective way to allow for a thorough, client-specific decision-making process. For the City, we believe that this approach starts with a comprehensive view and understanding of your long-term financial position, objectives and constraints. We listen closely to gain a detailed understanding of the City’s specific situations and opportunities to develop a comprehensive plan of finance for the City.



As we will demonstrate in the body of this proposal, NHA possesses the wide range of expertise and depth of experiences that the City of Seaside should require from its trusted municipal advisor. We have executed upon all types of tax- or revenue-backed bond structures such as voter-supported bonds (GO or sales tax bonds), utility (power, water, sewer, solid waste) revenue bonds, lease revenue bonds, land secured (CFD or AD) bonds, POBs, RDA/SA bonds.

*Based on the most recent California State Treasurer’s data,
NHA is ranked #1 Municipal Advisor between 2016 to 2021
for California cities north of Kern County.*

Achieving the objective of becoming the City's trusted advisor is a much higher bar to meet than just executing bond transactions. NHA focuses on bringing a range of services and ideas that benefit you. Many of these ideas have no relationship to a bond financing. NHA formed **eight practice groups** to address areas that our clients had told us mattered to them. NHA has made it our business to become an expert in areas like climate change (e.g., rising sea levels, wildfire risks), pension liabilities, P3 & economic development, and continuing disclosure to provide meaningful ideas and advice to our clients.

Additionally, we believe that being the City's trusted advisor requires something more. We believe that it is imperative that NHA, as the City's fiduciary, "leans into" all the challenges of the project. We believe that providing agnostic and objective funding solutions should not be motivated by compensation structures. We approach each project under a two-phase plan of finance which allows the City to fully evaluate the options being provided by NHA prior to deciding to move forward on a financing or use other City resources. The second phase allows NHA to become the project manager on behalf of the City and execute the financing plan selected by the City Council.

Finally, if a bond transaction does occur, we note two examples where we distinguish ourselves compared to our competitors: **First, NHA excels in the credit rating process.** NHA takes a hands-on approach to putting together a comprehensive rating presentation and prepares our clients to deliver their "story" through an interactive process leading up to the actual delivery to the rating agencies. Many other municipal advisors will outsource this work to the underwriter, but we believe it is important that the municipal advisor (as the City's fiduciary) handles this process. We invite you to review the materials provided as appendices to this RFP response and encourage you to reach out to our references to gain a better understanding of how we helped them put their best foot forward in those meetings.

Second, NHA excels in underwriter management during the bond sale process. We can work in a complementary style with the City's current financing team, or, at the City's direction, we will manage the process of engaging a new financing team. Some of NHA's staff are former investment bankers and understand that business well. Maximizing the credit rating and managing the underwriting team will translate into financial benefits for the City.

NHA has reviewed the terms and conditions of the RFP, understands the obligations and requirements of NHA and is able to perform and deliver all required covenants. By signature below, we are authorized to negotiate terms, render binding decisions, and commit the firm's professional resources.

Sincerely,



Mike Meyer, Vice President



Craig Hill, Managing Principal



Eric Scriven, Principal

3. IDENTIFICATION OF FIRM

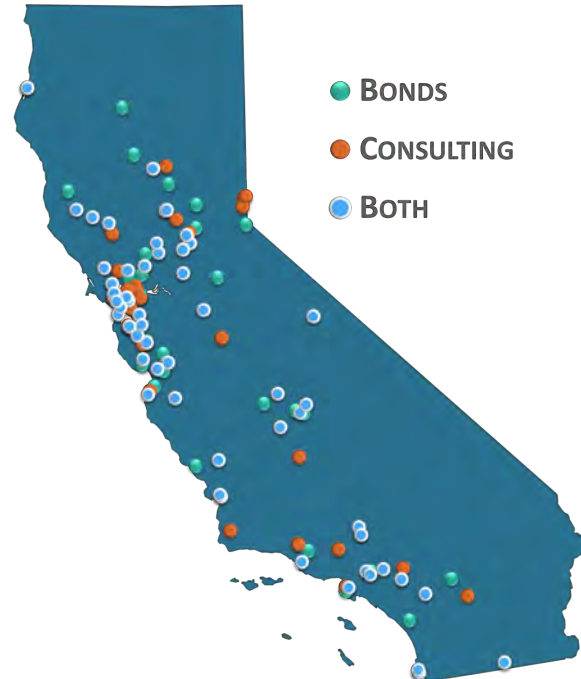
NHA Advisors, LLC is an Independent Registered Municipal Advisor providing comprehensive financial and consulting services to public agencies throughout California, with an emphasis on **cities**. NHA has been advising cities since 2000 (originally as Northcross Hill & Ach). NHA works with over **80** California public agencies, including over **65** cities, providing financing solutions for capital projects. Our non-financing/consulting practice works with over 30 public agencies to develop funding solutions, policies, and alternatives to obligations such as increasing pension liabilities.

We work with public agencies of all sizes and understand the constraints and the time requirements to develop funding strategies and financing plans. NHA, through its **“extension of staff”** DNA, integrates with city staff to assist and manage each project. We believe we have demonstrated that with the prior engagements to the City.

NHA is proud to offer the full range of municipal advisory services. Unlike many competing firms, our depth matches our breadth. Our services not only provide financing solutions but also the strategic advice necessary to develop appropriate funding solutions for city capital projects. **NHA is unique from other municipal advisors in our approach to each project. We truly believe that developing a funding solution should not be driven by the need to provide a financing (how typical advisors get paid). Our objective approach is distinct from others who bundle their work into a contingent fee arrangement incentivizing the financial solution to be a bond issuance.**

Providing municipal advisory services to California **cities** is our core focus as demonstrated by our internal growth (3x) since 2014.

NHA Clients Served*



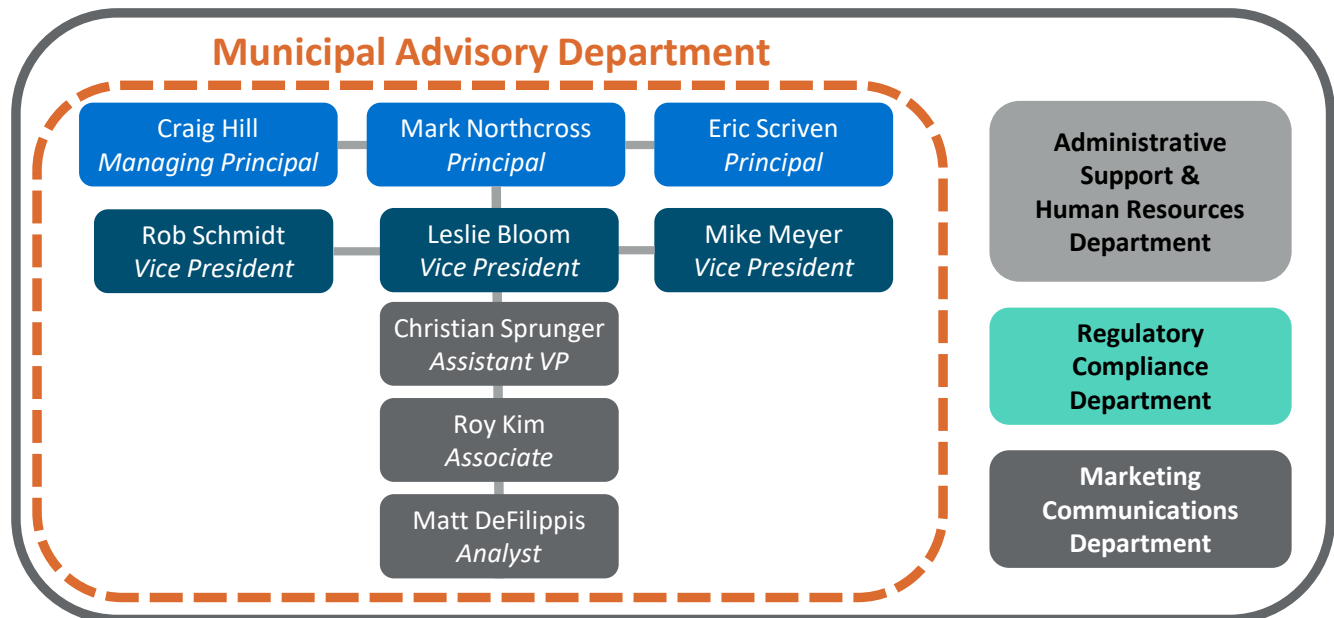
*Dots represent client engagements from 2012 - Present

NHA Advisors, LLC – Company Information	
Organization Type	California Limited Liability Company (LLC)
Principals	Craig Hill, Mark Northcross, and Eric Scriven
Assigned Day-to-Day Contact	Mike Meyer, Vice President Email: Mike@NHAAdvisors.com Phone: (415) 785-2025 x 2004 Fax: (415) 506-3401 Address: See “Headquarters” below
Number of Registered Municipal Advisors on Staff	9
Registrations with Regulatory Bodies	SEC and MSRB
Headquarters	4040 Civic Center Drive, Suite 200 San Rafael, CA 94903
Website	www.NHAadvisors.com
Years in Business	DBA: NHA Advisors, LLC 2011-Present DBA: Northcross Hill & Ach 2000-2011

NHA is registered with the Municipal Securities Rulemaking Board and has nine registered municipal advisors. The three principals each have more than 30 years of public finance experience. Our three vice presidents each have more than 14 years of public financing experience. Our entire municipal advisor team maintains their Series 50 in good standing with the MSRB and SEC.

There is no pending or threatened litigation or sanctions levied against any of NHA's staff. Mr. Mike Meyer (Vice President) will be designated as the primary firm contact. His contact information is listed above in the "NHA Advisors, LLC – Company Information". NHA's organizational structure is provided below.

NHA Advisors, LLC **Organizational Chart**



4. PERSONNEL

NHA's core team assigned to the City will be composed of the following four members: Mr. Mike Meyer (Vice President), Mr. Craig Hill (Managing Principal), Mr. Eric Scriven (Principal), Mr. Christian Sprunger (Assistant Vice President) and Mr. Roy Kim (Associate). [Resumes can be found in Appendix D.](#)

Mike Meyer, Vice President. Mr. Meyer has worked in public finance for 18 years, with over half of his time spent as an underwriter. Mr. Meyer manages NHA's Pension and Fiscal Sustainability Group and has analyzed pensions and POB structuring solutions since 2006. He has worked on each of the firm's pension consulting and POB engagements over the last five years, totaling \$1.7 billion in par. Mike is also an experienced generalist, having completed over 200 bond financings using all types of structures, including utility revenue, lease revenue, sales tax and transportation revenue, TABs, and land secured. Mr. Meyer holds a B.S. in Management Science, from the University of California, San Diego.

Craig Hill, Managing Principal. Mr. Hill has more than 31 years of public finance experience in California and manages the firm's day-to-day operations as well as NHA's local government finance group and clean energy practice group. Mr. Hill has extensive experience with small local agencies and understands the issues typical of growing communities along with key experience in voter-approved initiatives, budget and financial projections analysis, and public policy consulting. He is a founding member of both NHA, Northcross Hill & Ach and Project Finance Associates. Mr. Hill has worked with public agencies on energy efficiency projects going back to his work for the State of California in the mid-1980s. Mr. Hill holds a B.S. in Managerial Economics and a B.S. in Agricultural Economics, from University of California, Davis.

Eric Scriven, Principal. Mr. Scriven's career in the municipal finance industry has spanned over 30 years. His expertise is in all facets of local government operations and finance including utility, redevelopment, land-secured, and project financing. Prior to joining NHA, Mr. Scriven was an underwriter with three major California investment banking firms. This prior experience provides NHA with a deep understanding of the buy-side process. More recently, Mr. Scriven has been active in utility financings and pension obligation bonds for California cities. Mr. Scriven holds an MBA, from Haas School of Business, and a B.S. in Urban Land Economics and Finance, both from University of California, Berkeley. He holds a Series 50 and 54 License from the SEC.

Christian Sprunger, Assistant Vice President. Mr. Sprunger has worked in public finance since 2016, during which time he has worked on over 100 financings for California municipal issuers, totaling over \$2.2 billion in par. While an experienced generalist, Mr. Sprunger has honed his skill with general fund financial forecasting and fiscal fitness analysis and enterprise fund cashflows and coverage modeling. Mr. Sprunger will take an active role in managing the project for the City - including undertaking the necessary due diligence, to analyzing the credit and preparing a credit rating presentation, to financial modeling and closing out the transaction. Mr. Sprunger holds a M.S. in Finance, from Indiana University, and a B.S. in Biological Sciences, from Biola University.

Roy Kim, Associate. Mr. Kim has worked in public finance since 2018, during which time he has provided project management and deal support on financings totaling a combined \$2.0 billion in par. Additionally, he has provided support on every NHA pension engagement since joining the firm in 2018 and contributes to projects with expertise in modeling pension cost management strategies, including UAL restructurings. Mr. Kim holds a M.S. in Finance, from Johns Hopkins University, and a B.A. in Global Studies, from University of California, Santa Barbara.

NHA's Assigned Municipal Advisory Team

Name	Mike Meyer*	Craig Hill	Eric Scriven	Christian Sprunger	Roy Kim
Title	Vice President	Managing Principal	Principal	Assistant VP	Associate
Proposed Role	Day-to-Day Contact	Additional Advisor	Additional Advisor	Project Support	Project Support
Licenses	Series 50	Series 50	Series 50, Series 54	Series 50	Series 50
In Public Finance Since	2003	1989	1990	2016	2018
Relevant Expertise	Pensions (POBs and UAL Restructuring); General City Finance	General City finance and development finance; voter-approved revenue measures	General City finance, pensions, utility, land secured finance	General City finance, utility finance, cashflow modeling	General City finance, pensions, credit analysis and presentations
Education	BS UCSD	BS UC Davis	BS & MBA UC Berkeley	MS Indiana University	MS Johns Hopkins
Phone	x2004	x2001	x2003	x2007	x2008
415.785.2025					

*Assigned Day-to-Day Contact

5. QUALIFICATIONS & REFERENCES

A. Overview of NHA's Relevant Experience

Since 2014, NHA has completed over 240 financing transactions for California cities and public agencies. NHA has lead traditional financings such as utility revenue, general obligation, tax allocation, lease revenue, land secured, pension/UAL restructuring bonds, as well as short-term cash flow notes. We understand the complexities unique to transactions as small as \$100K up to \$500M.

NHA's experience accessing the capital markets includes competitive, semi-competitive, and negotiated sales, as well as private placements. We utilize our strong professional relationships with experienced lawyers, underwriters, and other industry consultants to bring the appropriate skills to each of our client's projects.

Bond Financing Expertise

NHA personnel have been advising California public agencies for more than three decades. According to data published by the California State Treasurer's office, NHA is the top municipal advisor to Northern California cities in terms of numbers of transactions completed. As the rankings table to the right demonstrates, since 2018 we have completed over 30% more transactions for Northern California cities than our closest competitor. NHA is a team of highly experienced professionals who take the time to understand every aspect of our client's needs. We bring ideas, strategies, options, facts, and research to bear on our client's problems and/or opportunities to secure their goals. We are consultants who focus on developing the best matrix of options so our clients can make better decisions.

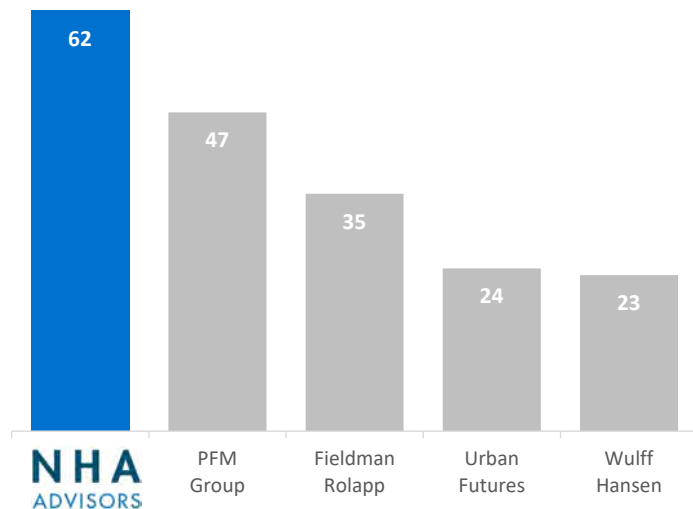
Comprehensive Municipal Advisory Consulting Services

In addition to bond financings, many clients rely on us for strategic financial planning, policy advice, cross-collaboration with other consultants and general financial staff support. NHA provides a combination of ongoing

NHA Bond Financing Experience January 2014 – October 2021

Type of Financing	Number of Transactions
General Fund (Lease Revenue Bonds & COPs)	62
Utility Enterprise (Water and Wastewater)	54
Successor Agency (Tax Allocation Bonds)	46
Voter Approved (General Obligation and Sales Tax)	26
Short Term Financing (Tax and Revenue Anticipation Notes)	20
Land Secured (CFDs and Assessment Districts)	20
Pension Restructuring	18
Total	246

MUNICIPAL ADVISOR RANKINGS FOR NORTHERN CALIFORNIA CITIES Transactions (January 2018 - Present)¹

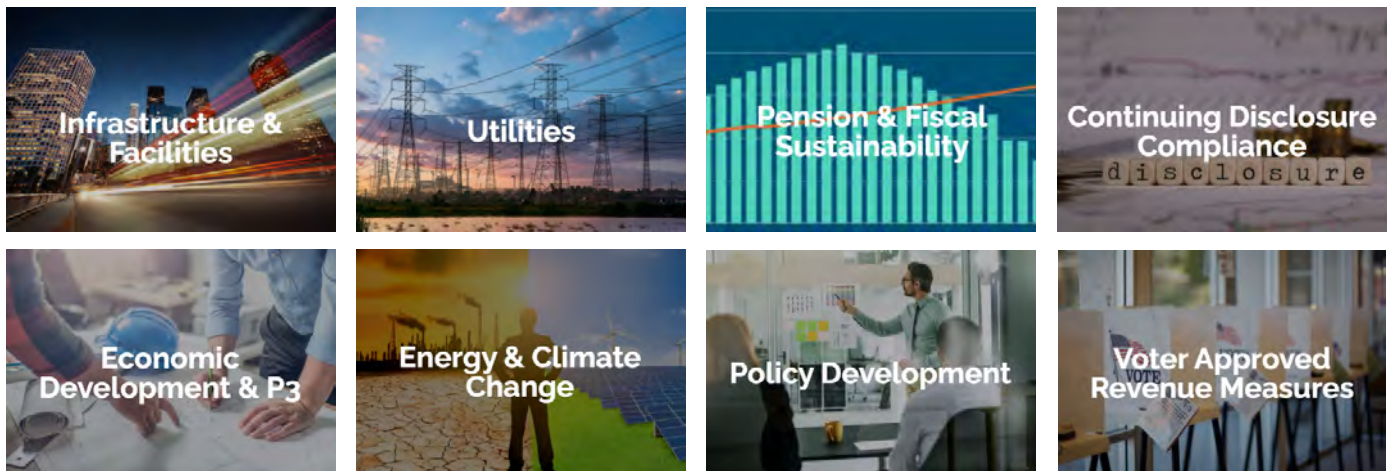


(1) California State Treasurer; sold & pending City transactions north of Kern County as of November 2021

municipal advisory consulting and financing services to a variety of cities throughout the state, including the Cities of Berkeley, Oxnard, Gilroy, Paso Robles, Carmel, and National City.

Since 2016, NHA staff has completed over 300 unique consulting projects, many of which did not result in a financing. While this level of service may not be common with other municipal advisors, our “*extension of staff*” style has become a core part of our services and a critical benefit to many of our public agency clients. CalPERS pension and fiscal sustainability consulting services have been a rapidly growing element of our consulting practice, helping to address the concerns of our clients given rapidly growing pension costs and the continuing needs to fund deferred maintenance and critical services.

NHA formed eight practice groups to address issues our clients told us mattered to them. NHA has made it our business to become expert in areas such a climate change impacts (i.e., wildfire risks, rising sea levels), pensions, P3 & economic development negotiations, pension liabilities and continuing disclosure to provide meaningful ideas and advice to our clients when those issues arise, and we are called upon to contribute.



The following sections highlight key areas of NHA’s experience that intersect with the City’s identified needs – water and sewer infrastructure financing, facilities infrastructure projects, and pension consulting and financing. We also provide a table of our current similar contracts with California cities.

Water and Sewer Infrastructure

The NHA team has deep utility financing experience having served as municipal advisor for 46 wastewater/water financing transactions, involving 29 distinct California special districts and cities since 2016.

We have provided funding solutions for California public utilities in the midst of Proposition 218 litigation, ballot measure rate challenges, droughts, earthquakes and fires. We have worked for water retailers, water wholesalers and State Water Project contractors. We have delivered funding for a major P3 utility project. We serve both wastewater and water utilities ranging in size from 2,500 accounts to over 100,000 accounts. The best indicator of a municipal advisor’s utility experience is not the par value of the bond issues the advisory firm has worked on, but rather the depth and diversity of the firm’s experience.

The case studies below highlight our experience with financing an alternative water source (desalination plant) for Cambria CSD, securing alternative funding (USDA and SRF Loans) for Farmersville, assisting the City of Oxnard to secure an EPA WIFIA Loan (currently underway) and an inaugural water credit rating and policy development for East Niles CSD.

Case Study – Financing Alternative Water Source for Cambria CSD

NHA assisted Cambria Community Services District in 2014 with a creative, cost-effective solution to help the District avoid collapse of its primary water supply. In addition to developing a low-cost funding option on an expedited schedule, NHA developed rate models and a water supply surcharge analysis that ultimately helped support the new debt.



Due to the ongoing drought, many water agencies on California's central coast had been facing reduced water supplies and *saltwater intrusion* into their groundwater sources. The drought resulted in saltwater intrusion in both District aquifers, which was projected by district engineers to make the water too brackish for potable consumption.

The District contacted NHA seeking financial assistance to fund an emergency water supply project. The District needed to finance a prefabricated desalinization unit in less than four months to avoid severely curtailing water production or even terminating service altogether.



Cambria CSD Water Desalination Plant

A significant reduction in water production would have severe financial implications to the District's revenue stream, which was primarily based on volumetric charges. Working with the District's rate consultant, NHA assisted in the preparation of a rate analysis and development of an emergency water supply surcharge that would support the new financing.

Given the accelerated timeline for project implementation, rate approval, and financing, NHA worked on an expedited schedule to secure a loan with a single financial institution which avoided a traditional public offering process that would have added two months to the funding timeline. NHA also assisted the District in working directly with the credit analysts to answer questions and perform the necessary due diligence.

Case Study – Below-Market Rate Funding (USDA and SRF Loans) For a New Farmersville Sewer Treatment Plant

NHA worked with the City of Farmersville to secure financing from multiple alternative sources for their wastewater treatment plant upgrades. Holistic financing approach leveraged three revenue sources and a line of credit for interim funding needs in order to fund a new \$23.6 million wastewater treatment plant, the largest capital project ever completed by the City. The approach required significant coordination between Clean Water SRF and USDA.



Local median income and poverty rates in this heavily agricultural community meant that financing the \$23.6 million plant improvements through a traditional bond offering would necessitate drastic rate increases. Instead, the financing plan aimed to acquire below-market rate loans through Clean Water SRF and USDA to minimize these required rate increases. The City's demographic profile met SRF's "Disadvantaged Community" definition, and City hoped to take advantage of SRF grants and SRF loan forgiveness programs in addition to a loan.

NHA was brought in to serve as a project manager and advisor after the City had a winning construction bidder. The City was unable to award the contract until adequate funding was secured. To meet the accelerated timeline

for the construction bidder's guaranteed maximum price, NHA created a comprehensive funding and construction draw-down schedule that helped enable all parties to stay coordinated and meet key deadlines.

Due to project delays, the USDA loan application had been in progress for five years and required a funding extension. NHA managed the process of applying for an extension and submitted the 611-page application for extension on behalf of the City. The application was approved by USDA without complication.

Securing SRF or USDA funding was contingent upon securing a loan from the other agency. NHA worked with the City's grants consultant to ensure that both agencies were kept aware of the status of the other agency's loan.

To meet each agency's requirements regarding acceptable uses of funding and deadlines to utilize grant and loan funds, NHA developed an analytical model that allocated funding to project costs in line with each loan's stipulations and prioritized use of funds from each source that helped the City to draw down funds prior to the respective deadlines.

Finally, NHA worked with the City to secure a \$2M line of credit to help ensure that the City would have adequate liquidity to pay construction invoices while waiting for reimbursement from SRF and USDA.

The final funding package was a combination of City reserves, USDA loan, SRF loan, SRF principal forgiveness loan, and SRF disadvantaged community grant. These five sources of project funding were successfully secured in time to enable the City to sign a contract with the winning bidder prior to the project's bid expiration deadline.



Case Study – WIFIA Loan for City of Oxnard's Groundwater Recharge Project

NHA was asked by the City of Oxnard in 2021 to assist with preparation of an application for Water Infrastructure Finance and Innovation Act ("WIFIA") loan from the US Environmental Protection Agency ("EPA"). The City is in the application process for a WIFIA Loan to fund an aquifer storage and recovery project (that includes groundwater recharge). We assisted with a traditional financing in early 2021 to fund a preliminary construction and demonstration pilot program injection well.

NHA assisted with preparation of 30-year coverage projections for all of the City's debt, and to model structuring options for the WIFIA loan and the matching City-issued bonds. Our dynamic model allows City staff to easily update the projected debt service schedule on both the WIFIA loan and the City's matching bonds by updating key inputs.



In addition to creating a dynamic coverage projection and loan structuring model, NHA prepared and presented slides to EPA staff related to the financial aspects of the City's water fund, debt service coverage, and parity debt structure. NHA is also participating in bi-weekly project calls with EPA staff to ensure that the project continues to develop.

This is an ongoing project at the time of this proposal, and we have every confidence in a successful completion of this WIFIA loan.

Case Study – Inaugural Public Credit Rating for East Niles Community Services District



In summer 2021, NHA served as Municipal Advisor to East Niles CSD in the District’s first ever municipal bond financing to issue \$10.4 million in Revenue Certificates of Participation. NHA was hired through a competitive RFP/interview process. As a first step, NHA assisted the District and its Board to evaluate all financing options available to help fund a new Administrative Building and two new water tanks. NHA also helped educate the Board on various reserve and financial policies that would be important for obtaining the best credit rating possible. NHA provided several options on funding the project using a combination of bond financing and cash reserves. As part of our bond financing scope of services, NHA managed the entire financing process. We developed a credit presentation for the District’s inaugural rating from S&P Global Ratings. ENCSD obtained a stellar “AA-” credit rating and also qualified for “AA” rated bond insurance, which ultimately allowed the bonds to be priced at an all-in interest rate (with costs) of 2.51% for a 30-year transaction. Throughout the process, NHA led trainings to help staff better understand the bond underwriting and continuing disclosure processes.

Facilities and Infrastructure (Including Streets) Project Financing Experience

NHA Advisors always conducts a thorough due diligence process on assigned financing projects to put forth sound analysis and options that meet our clients’ objectives. Yet, as our clients’ trusted advisor, we must also point out important constraints and/or risks with any potential course of action. The axiom that “sometimes the best deal is no deal” is NHA’s default position unless a compelling rationale and plan of finance—accounting for risks of leveraging a revenue stream are clearly understood by our client.

During the past decade, NHA has served numerous client cities to craft a comprehensive plan of finance to assist in the advocacy of passage of a revenue measure and, once passed, to serve as a road map to execute upon the promises made to the voters. Many of these measures desired improvements to public safety services; however, in many of the communities a strong desire to rapidly improve degrading roadways was prioritized. Leveraging the measure’s revenue to finance a much larger road construction project during the current low interest rate environment has been characterized as gaining more “bang for the buck,” especially if such a project, when bid out, might secure more aggressive bids due to its larger size. However, how much leverage is too much? NHA strongly advocates for our clients’ “underwriting” such transactions themselves, with NHA’s assistance, to determine that the source of revenue is not being leveraged beyond prudent standards. Questions we ask are: Can debt service be paid even if the revenues go down based upon a history of volatility? Does staff have the “bandwidth” to manage the contemplated projects to successful completion? Are there likely other sources of “free and cheap” funding that, given this potential matching source of funds of the City, could assist in eliminating / reducing the need for financing?

Basic Tradeoffs for Funding Infrastructure

Grants	Reserves	Financing
+ Free money! - Long approval process - Uncertainty of award	+ No debt service (lower cash flow requirement) - Reduced liquidity	+ Protects reserves (maintain cash balances) + Historically low interest rates - Transaction costs - Bond interest payments



NHA has worked with cities like Gilroy, El Centro, Paso Robles, Hayward, Ukiah, Selma, Clearlake, Lancaster on crafting comprehensive financing plans that seek to optimize revenue sources for accomplishing the goals sought

by the approving voters. NHA asks questions to help our client review available options and choose the best option. This process sometimes points to a “pay-go” method being the most prudent and advantageous approach given constraints present and likelihood of the achieving the goals.

Case Study: Land Remediation Financing for Fort Ord Reuse Authority (Multi-Jurisdictional Negotiation)

Beginning in January 2019, NHA staff developed a financing plan to help achieve maximum leverage from three redevelopment project areas within the FORA jurisdiction. The ability of FORA to issue bonds secured by tax increment revenue from these projects was specifically addressed in the original FORA authorizing statute. However, the State Department of Finance challenged FORA’s



ability to issue this debt late in 2019. This issue was successfully resolved through negotiation with DOF in the spring of 2020, culminating in a \$30.705 million taxable tax allocation bond that closed 5 days before FORA was dissolved by statute. **The City of Seaside received \$6.4M in funding from this financing, which the City is using to remediate land on the former Fort Ord Base.**

In addition to the State’s challenge, there were disputes amongst FORA’s statutory members (local cities and the County of Monterey) over the pledge of tax increment and the use of the proceeds. FORA and NHA staff worked carefully over many months with each stakeholder’s staff and elected officials to build consensus on the eventual financing structure.

Finally, the bond issue had to be structured to also fund a significant cash payment to CalPERS to fully satisfy FORA’s remaining pension obligation after dissolution.

NHA guided the funding through a bond issue of a very extensive remediations effort for a former military base in the nation. Over an 18-month period NHA staff developed solutions to (1) statutory termination of the bond issuer on June 30, 2020; (2) achieving consensus amongst multiple stakeholders on both the security for the bond issues and the use of proceeds; (3) legal challenges to the ability of FORA to issue the debt and (4) an obligation to fully prepay FORA’s obligation to CalPERS prior to its June 30, 2020, dissolution.

A copy of our detailed credit rating presentation to S&P Global Ratings is included in Appendix A of this proposal.



Case Study: Lancaster 2019 Street Project Financing (Dedicated County Transportation Revenues)

NHA worked with the City of Lancaster in 2019 on a Streets Rehabilitation financing secured by local return of County Wide Sales Tax Measures. Purpose of the financing was to help the City to invest in new road improvements and rehabilitate transportation links throughout critically important parts of the community as part of Lancaster’s *Revive 25* initiative. Issuing the bonds required the City to obtain written approval from LA County Metropolitan



Transportation Authority to use the City's share of local return for security on the bonds.

NHA developed month-by-month cashflow analysis for the City's local return from Measures M and R that provided a detailed look into the flow of funds for the revenues securing the bonds. NHA also managed the credit rating process and, through discussions with the rating agency, optimally sized and structured the bonds to increase coverage. This resulted in a 1-notch rating upgrade to "AA-" and saving the City an estimated \$410,000 in interest costs over the life of the bonds. The "AA-" rating also removed the need for an insurance policy for the bonds, saving the City an estimated \$240,000 in closing day costs. Combined, the optimized structure and resulting "AA-" rating from S&P helped save the City approximately \$650,000. NHA also worked with the underwriter to solicit bids for a stand-alone surety on the transaction.

Case Study: Yuba County/YWA Road Project Financing (Using SB1 Funds)



NHA was retained by the Yuba Water Agency to work with Yuba County to structure a debt obligation secured by Yuba County's SB 1 revenues suitable as a long-term investment for the Agency's cash reserves.

In 2017, the California legislature passed Senate Bill No. 1 (SB 1), a comprehensive transportation funding bill, which resulted in significant additional gas tax revenue for Yuba County. Following the defeat of Proposition 6, a 2018 attempt to repeal SB 1, County and Agency staff explored the idea of advance funding a significant portion of road rehabilitation work using anticipated RMRA revenues. A proposal was developed for the Agency to advance \$9 million to the County for ten years at a 2.25% interest rate.

NHA helped in creating the financial structure and designing legal and credit structures that worked for both the County and Agency. NHA also obtained a private credit assessment for the transaction from S&P Global Ratings to provide the Agency with comfort of the future liquidity for its investment. This innovative financing utilized two separate pledges: Yuba County's annual Road Maintenance and Rehabilitation Account (RMRA) revenues were pledged as security for principal payments and the Yuba County general fund was pledged as security for interest payments.



This transaction accomplished several objectives, including:

- Cost savings to the County of up to \$4 million by advance funding this road work resulting in a "bulk discount" and avoiding inflationary adjustments, escalating construction costs, and further deterioration of roads.
- County residents realize an immediate and vast improvement to some of the local road network, helping to reduce car maintenance costs.
- For the Agency, this transaction provided a guaranteed fixed rate of return over 10 years.

Pension Consulting and Financing Experience

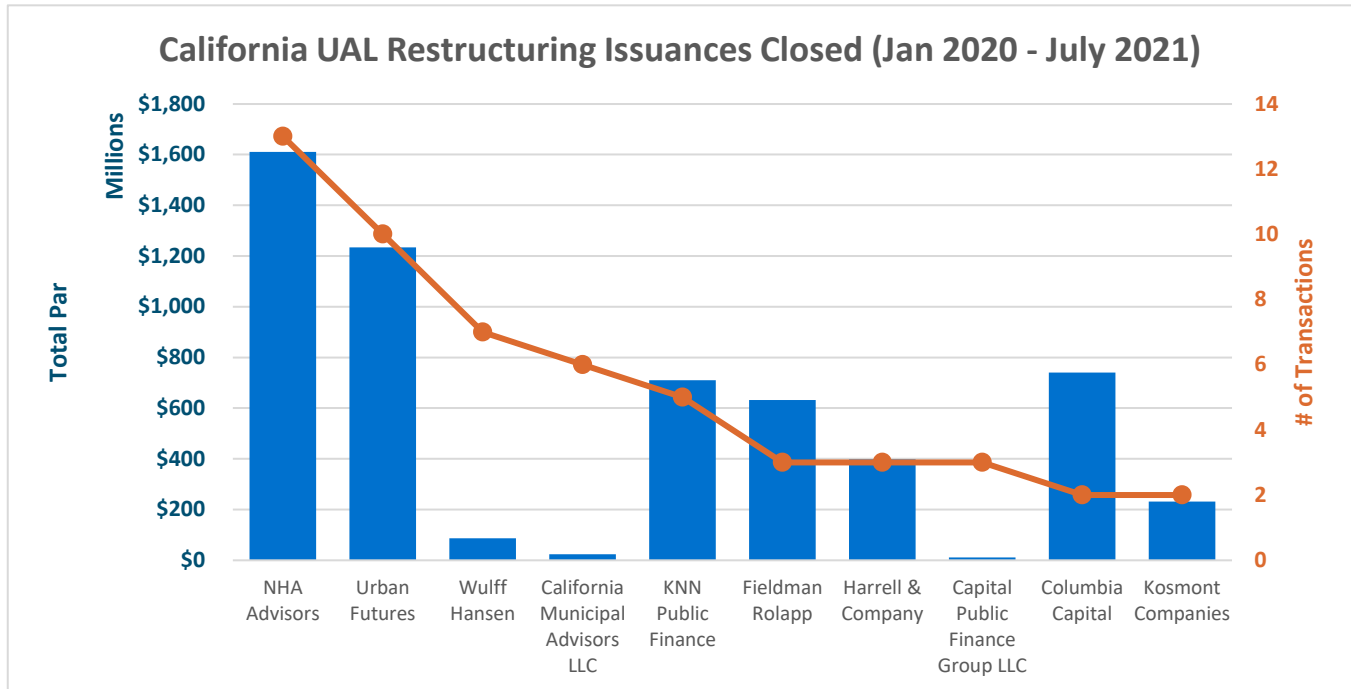
NHA has worked with more than 65 California public agencies, the majority being cities, on consulting projects related to CalPERS cost management strategies. The table below highlights some of the agencies we have recently worked with, and the type of services requested. Our expertise and services include technical quantitative analysis on historical trends or projected costs, translating options to address rising costs (i.e., Section 115, UAL pay-downs, bonds, etc.), presenting findings and alternatives to elected officials, staff, and union representatives at public and

informal meetings. NHA's ability to translate complex information and be agile in meeting our clients' needs is one of our strongest attributes (based on comments from existing clients).

NHA Pension Group Recent Experience					
	CalPERS Education / Budget Workshops	NHA Pension Report (8-Page Report Distilling Historical Actuarial Report Trends)	Cost Management Strategy Evaluation Process / Workshops (Section 115 Trust, ADPs)	POB Workshops / Evaluation Process (Pros/Cons, Options and Risks)	POB (UAL Restructuring)
Alameda, City of					
Arcata, City of					
Auburn, City					
Calaveras Cnty. Water Dist.					
Carmel-by-the-Sea, City of					
Chico, City of					
Chula Vista, City of					
Corcoran, City of					
Corte Madera, Town of					
El Cerrito, City of					
El Monte, City of					
Farmersville, City of					
Fort Bragg, City of					
Gilroy, City of					
Grass Valley, City of					
Grover Beach, City of					
Lakeport, City of					
Lancaster, City of					
Lompoc, City of					
Martinez, City of					
Monterey, City of					
National City, City of					
Newark, City of					
North County Fire Prot. Dist.					
Novato Sanitary District					
Oroville, City of					
Oxnard, City of					
Palos Verdes Library District					
Paso Robles, City of					
Rialto, City of					
Riverbank, City of					
Riverside, City of					
San Carlos, City of					
Stanislaus Consolidated FPD					
Torrance, City of					
Ukiah, City of					
West Covina, City of					
Winters, City of					

NHA is the top municipal advisor in California for pension UAL restructurings, as measured by the number of issuances closed between January 2020 and July 2021, according to CDIAC. Our recent work includes pension bonds for the cities of Auburn, Corte Madera, Riverside, Chula Vista, Grass Valley, El Monte (which included a tax override), North County Fire District, and Palos Verdes Library District; lease-structure UAL refinancing transactions for Ukiah, Torrance, and West Covina; and a utility-revenue UAL refinancing for the Novato Sanitary District. Pension obligation bonds for Lakeport and Stanislaus Consolidated Fire Protection District recently closed in October 2021 but are not reflected in the rankings. NHA also closed UAL restructuring transactions for the cities of National City, Oroville, and Fort Bragg in November 2021.

The table below summarizes this recent experience and details the amount of UAL that was funded through the restructurings. The table below also summarizes how NHA and each of these agencies have addressed the core risks of any POB, namely reinvestment and market timing risks.



Source: CDIAC; All Bonds Sold Statewide for Insurance and Pension Funds Purposes; Jan 2020 - September 2021

NHA's UAL Restructuring Experience (March 2020 - November 2021)					
Year	Agency	Par	UAL Funded	Structure	Strategy to Address Reinvestment Risk
Mar-20	Grass Valley	\$18,311,000	80%	POB	Pension Funding Policy, Partial Pay Off, Repayment Shape that Can Absorb Future "UAL Shocks"
Jun-20	Riverside	\$432,165,000	70%	POB	Pension Funding Policy, Partial Pay Off; Heavily Stress Tested by 3rd party Actuary
Jun-20	El Monte PERS	\$118,725,000	89%	POB	Pension Funding Policy, Partial Pay Off, Repayment Shape that Can Absorb Future "UAL Shocks"; Optimized to Tax Override Revenue, 3rd Party Actuary Stress Tested
Jun-20	El Monte PARS	\$21,000,000	80%	LRB	Pension Funding Policy, Partial Pay Off, Repayment Shape that Can Absorb Future "UAL Shocks";
Jun-20	North County Fire District	\$20,305,000	80%	POB	Pension Funding Policy, Partial Pay Off, 20 Year Repayment Shape that Can Absorb Future "UAL Shocks"
Jul-20	West Covina	\$204,095,000	100%	LRB	Pension Funding Policy, 2% Escalating Repayment Shape that Can Absorb Future "UAL Shocks"
Oct-20	Novato Sanitary District	\$6,467,000	100%	Sewer Rev	18 Year Repayment Shape; Pension Reserves to Address Any Near-Term Shocks
Oct-20	Torrance	\$349,515,000	67%	LRB	Partial Pay Off, Reserve Building to Buffer Future Shocks; Heavily Stress Tested by 3rd party Actuary
Dec-20	Ukiah	\$49,875,000	83%	LRB	Pension Funding Policy, Partial Pay Off, Repayment Shape that Can Absorb Future "UAL Shocks", Section 115 Trust to Lock in Savings in Near Term

NHA's UAL Restructuring Experience (March 2020 - November 2021)					
Year	Agency	Par	UAL Funded	Structure	Strategy to Address Reinvestment Risk
Feb-21	Chula Vista	\$350,025,000	100%	POB	Robust Pension Funding Policy that Fills up 6 Different Reserves, Repayment Shape that Can Absorb Future "UAL Shocks"; Heavily Stress Tested by 3rd Party Actuary
Mar-21	Palos Verdes Library District	\$5,924,000	100%	POB	Pension Funding Policy, Partial Pay Off, Repayment Shape that Can Absorb Future "UAL Shocks"
May-21	Corte Madera	\$19,000,000	85%	POB	Pension Funding Policy, Partial Pay Off, Repayment Shape that Can Absorb Future "UAL Shocks"; GovInvest and NHA Stress Tested
May-21	Auburn	\$15,515,000	80%	POB	Pension Funding Policy, Partial Pay Off, Repayment Shape that Can Absorb Future "UAL Shocks"
Oct-21	Stanislaus Consolidated Fire Protection District	\$11,635,000	73%	POB	Pension Funding Policy, Partial Current Pay Off that targets 100% funding after CalPERS adjusts its discount rate, Repayment Shape that Can Absorb Future "UAL Shocks"; Stress Tested by NHA and Underwriter
Oct-21	Lakeport	\$7,920,000	69%	POB	Pension Funding Policy, Partial Current Pay Off that targets 100% funding after CalPERS adjusts its discount rate, Repayment Shape that Can Absorb Future "UAL Shocks"; Stress Tested by NHA and Underwriter
Nov-21	Oroville	\$19,200,000	71%	POB	Pension Funding Policy, Partial Current Pay Off that targets 100% funding after CalPERS adjusts its discount rate, Repayment Shape that Can Absorb Future "UAL Shocks"; Stress Tested by NHA and Underwriter
Nov-21	Fort Bragg	\$11,400,000	68%	LRB	Partial Current Pay Off that targets 95-98% funding after CalPERS adjusts its discount rate, Repayment Shape that Can Absorb Future "UAL Shocks"; NHA Stress Tested
Nov-21	National City	\$83,800,000	68%	POB	Partial Current Pay Off that targets 94-97% funding after CalPERS adjusts its discount rate, Repayment Shape that Can Absorb Future "UAL Shocks"; Stress Tested by NHA and Underwriter

Case Study: Fort Bragg Restructures \$7.5M of UAL and Leverages Savings for Critical \$3.5M “Blue Economy” Development Project; Inaugural Credit Rating & “AA” Bond Insurance

In the Summer of 2021, NHA was hired by the City to provide educational workshops on CalPERS cost trends and various cost management strategies available to the City. At the same time, the City was also evaluating various funding options to purchase \$3.5M of land at the 205-acre, old mill site in order to clean-up/remediate the land for potential development. The development project is part of the City's vision for a “Blue Economy” and may include open space preservation, affordable housing, hospital, public facilities and partnership with Noyo Center for Marine Science and Sherwood Valley Band of Pomo.

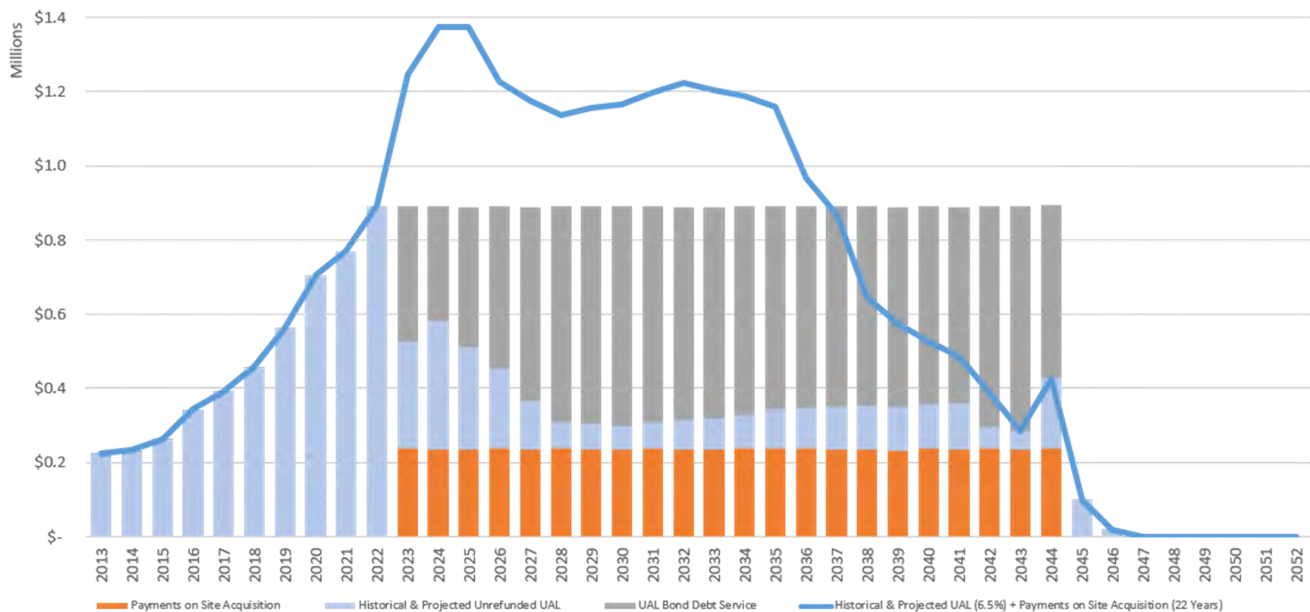
NHA and staff explored a multitude of UAL restructuring options, including various sizes, repayment shapes, terms, as well as an evaluation of a POB vs. Lease Revenue Bond structure. Since the City would have to utilize a lease structure for the \$3.5M new money portion of the financing, and there were signs of local political challenges to a potential validation process for a traditional POB structure, NHA recommended that the City use one lease financing to execute on both City priorities (UAL + new development project). This allowed the City to move swiftly on both priorities and get to market in an expedited fashion, while saving on costs of issuance. NHA helped the City obtain its first ever General Fund credit rating (“A+” Lease and Effective “AA-” Issuer Credit Rating from

S&P) and also optimized the financing by utilizing key assets (City Hall), which allowed the bonds to obtain “AA” bond insurance to further reduce interest rates.

Adding to the creativity and complexity of this structure was the City’s desire to maintain full flexibility for the \$3.5M of bond proceeds for the development project in case the project didn’t come to fruition. In order to meet these goals, the bonds included an “extraordinary redemption” feature that **allows the City to pre-pay the bonds using bond proceeds at any time it wants**. Furthermore, the bonds were issued on a taxable basis, giving the City flexibility to use the proceeds for other projects if it desires, such as the City’s critical Broadband project, which will be requiring funding as well.

Despite a challenging bond market, the bonds priced with a 3.3% True Interest Cost. The final term of the payments was 2044, which allowed the City to smooth out its pension payments in a more sustainable fashion, providing the capacity to layer in the \$3.5M of new money debt – **without any impact to the City’s budget**, which was a core goal of the City. Graphically, the final strategy can be seen below, with combined annual payments (inclusive of the \$3.5M of new money debt, \$7.5M of UAL restructuring debt and unrefunded UAL) projected to be lower than they were for the UAL payment only in FY 2022. On a present value basis, over \$2 million of aggregate savings is projected, and over \$4.5 million for the next 14 years. We’ve also included the final City Council presentation as Appendix B which outlines the process and multitude of objectives met, as well as the credit presentation that we developed for staff in Appendix A. We encourage you to reach out to Tabatha Miller (City Manager) or Isaac Whippy (Senior Government Accountant) as references for this project.

Ft. Bragg UAL Restructuring Comparison
(Smoothing Future UAL + Debt Repayments)



Similar Contracts

The tables below list the other governmental agencies in California for which NHA is presently under contract in 2021. The agencies are grouped based on the services provided to them by NHA. Services include a combined bond financing & consulting service, a bond financing service, or a consulting service.

NHA Advisors Current Contracts

Services Provided: Bond Financing & Consulting	
Client	Primary Staff Member
Berkeley, City of	Craig Hill
Campbell, City of	Craig Hill
El Cerrito, City of	Craig Hill
El Toro Water District	Mark Northcross/Eric Scriven
Gilroy, City of	Craig Hill
Lakeport, City of	Eric Scriven/Craig Hill
Mendota, City of	Eric Scriven
National City, City of	Craig Hill/Eric Scriven
Oxnard, City of	Craig Hill/Eric Scriven
Palmdale Water District	Mark Northcross
Santa Paula, City of	Eric Scriven/Craig Hill
Sonoma, City of	Craig Hill/Eric Scriven
Suisun/Solano Water Authority	Craig Hill
Three Rivers Levee Improvement Authority	Mark Northcross
Torrance, City of	Craig Hill
Ukiah, City of	Eric Scriven

Services Provided: Bond Financing	
Client	Primary Staff Member
American Canyon, City of	Eric Scriven/Craig Hill
Auburn, City of	Eric Scriven
Central Basin MWD	Eric Scriven/Mark Northcross
Chula Vista, City of	Craig Hill/Eric Scriven
Claremont Unified School District	Craig Hill
Corte Madera, Town of	Craig Hill
East Niles CSD	Eric Scriven
El Centro, City of	Eric Scriven/Craig Hill
Fort Bragg, City of	Mark Northcross
Lake County	Craig Hill
Lancaster, City of	Eric Scriven
Martinez, City of	Eric Scriven/Craig Hill
Oroville, City of	Eric Scriven
ProvPort, Inc. (Rhode Island)	Eric Scriven
PVLD	Eric Scriven
Rancho Cordova, City of	Craig Hill
San Francisco, City and County of	Craig Hill
Solano Irrigation District	Craig Hill
Stanislaus Fire District	Eric Scriven
West County Wastewater District	Craig Hill

Services Provided: Consulting	
Client	Primary Staff Member
Carmel By-The-Sea, City of	Craig Hill
Chico, City of	Eric Scriven/Mark Northcross
Clearlake, City of	Eric Scriven
Colma, Town of	Craig Hill
Corcoran, City of	Eric Scriven
Cotati, City of	Craig/Mark/Eric
El Monte, City of	Eric Scriven
Exeter, City of	Eric Scriven
Farmersville, City of	Craig/Mark/Eric
Galt, City of	Eric Scriven/Craig Hill
Gasser Foundation	Mark Northcross/Eric Scriven
Gonzales, City of	Eric Scriven
Hidden Hills, City of	Craig Hill
Industry, City of	Eric Scriven
Lompoc, City of	Craig Hill
Loomis, City of	Craig Hill
Mammoth Lakes Fire District	Eric Scriven
Napa, City of	Craig/Mark/Eric
Newark, City of	Craig Hill
North County Fire District	Eric Scriven
Novato, City of	Craig Hill
Pajaro Valley Water Management Agency	Craig Hill
Paso Robles, City of	Craig Hill
Resources Legacy Fund	Mark Northcross
Sausalito, City of	Craig Hill
Selma, City of	Eric Scriven
Tahoe Douglas Visitors Authority	Mark Northcross
Walnut Creek, City of	Craig Hill
Watsonville, City of	Craig Hill
WCWD/SFBRA	Mark Northcross
Wheatland, City of	Mark Northcross
Willits, City of	Eric Scriven
Yuba City, City of	Craig Hill/Mark Northcross
Yuba County Water Agency	Mark Northcross

B. NHA's Commitment to GFOA "Best Practices"

The Government Finance Officers Association ("GFOA") establishes key policy objectives for local public agencies to consider when engaging in any financing. These policies are guidelines to ensure a fair and objective process is used, especially with public agencies that are not active in the public finance markets. Transparency and objective analysis are key to meeting the GFOA best practices.

Pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, NHA as a municipal advisor would have a fiduciary duty to the City. We are the ONLY member of a financing team that is a fiduciary. This fiduciary role goes beyond "fair dealing" requirements of other team members providing services (i.e., bond counsel, engineers) and certainly those members that have outright interest conflicts (i.e., banks, underwriters). As such,

NHA treats the City's best interest as the primary objective (beyond any other participant's concerns). NHA strives to perform this duty of loyalty and care beyond the letter of the law and tries to exceed the best practices outlined by the GFOA. We urge due diligence by all our public agencies and prospective clients on this important aspect of a firm's qualifications.

NHA utilizes a Request for Proposal ("RFP") process when selecting underwriters, bond counsel, and other members of the financing team. GFOA's Best Practices regarding "Selecting and Managing Method of Sale of Bonds" provides details for determining the optimal type of sale to ensure the lowest cost of borrowing. Finally, GFOA's Best Practices regarding Debt Management Policy informs NHA's consulting and financing process for considerations regarding debt limits, debt structuring practices, debt issuance practices, investment of bond proceeds, and use of derivatives in the financing process.

GFOA Best Practices for the Sale of Bonds

Selecting and Managing the Method of Sale of Bonds

- Some Reasons for Competitive Sale: Higher rating; GO Bonds or secured by strong revenue stream; standard structuring; well known issuer
- Some Reasons for Negotiated Sale: Lower rating; unique or innovative structure; sale during/after period of market volatility; target underwriting participation to include smaller underwriting shops; refunding transactions

Selecting and Managing Municipal Advisors

- Hire MA prior to undertaking a debt financing
- Select through competitive RFP process
- Structure compensation to minimize conflict of interest for advisor

Selecting Bond Counsel

- Select through competitive RFP process
- Structure compensation to minimize conflict of interest

Selecting Underwriters for Negotiated Bond Sales

- Select through formal RFP process; document selection process
- Focus on capabilities of the firm and ability to sell the financing, in addition to fees

Pricing Bonds in a Negotiated Sale

- Clearly communicate goals of bond sale to underwriter, define objectives
- Develop database of comparable transactions, detailing structure and key characteristics
- Evaluate performance of the underwriter relative to costs

C. References

NHA's references can provide the City with frank, detailed evaluation of our approach and processes towards projects. We encourage you to reach out to these references for more information about how NHA approaches our projects with a goal of providing an unparalleled level of municipal advisory services in keeping with the "NHA Way" ethos.

Name Title	Project Location	Description of Service Provided	Contact Information
Tabitha Miller City Manager	City of Ft. Bragg	Land purchase and UAL Restructuring	TMiller@FortBragg.com (707) 961 2829
Isaac Whippy Sr. Govt. Accountant			iwhippy@fortbragg.com (707) 961 2825 x123
Harjot Sangha Finance Director	City of Gilroy	Municipal advisory services over 20 years; water and wastewater consulting; economic development consulting; 2021 Wastewater Bonds; ongoing continuing disclosure compliance services	Harjot.Sangha@ci.gilroy.ca.us City of Gilroy 7351 Rosanna Street Gilroy, CA 95020
Chip Rerig City Administrator	Town of Carmel- by-the-Sea	2012 POBs, 2020 Lease Revenue Refunding Bonds, Pension Consulting	crerig@ci.carmel.ca.us (831) 620-2058
Ryan Cornell, Administrative Services Director	City of El Paso de Robles	General advice on CFD policies, elected official education, developer negotiations and CFD formation	rcornell@prcity.com (805) 237-3999
Spencer Morrison Director of Finance & IT	City of Yuba City	Comprehensive municipal advisory services (extension-of-staff); equipment leases, wastewater revenue bonds, lease revenue bonds	smorriso@yubacity.net (530) 822 4615

D. NHA's Approach to the City's Scope of Services

City's Scope of Services and General Capital Needs

NHA has reviewed the scope of services in the City's RFP and we are pleased to affirm that we are qualified to fulfill the items listed in the City's scope. Additionally, based on our research, we believe there are several key areas where NHA can provide assistance to the City, including funding for water infrastructure and alternative water sources, as well as funding for city-wide infrastructure needs.

NHA is aware that the City functions as the workforce housing stock for the hospitality industry on the Monterey Peninsula. We believe that there are opportunities to improve both the quality and the supply of workforce housing for the community using the City's opportunity zone.

Addressing the City's Capital Improvement Program

As identified in the 2021-22 Budget, the City's 5-year CIP is totals approximately \$150 million. The City has budgeted almost \$23.5 million in FY 2021-22 to address 40 projects. The City expects that number to increase to \$40.5 million in FY 2022-23.

The City expects to receive approximately \$9 million over the next two years through ARPA funding. Strategic applications of these one-time funds are still being considered.

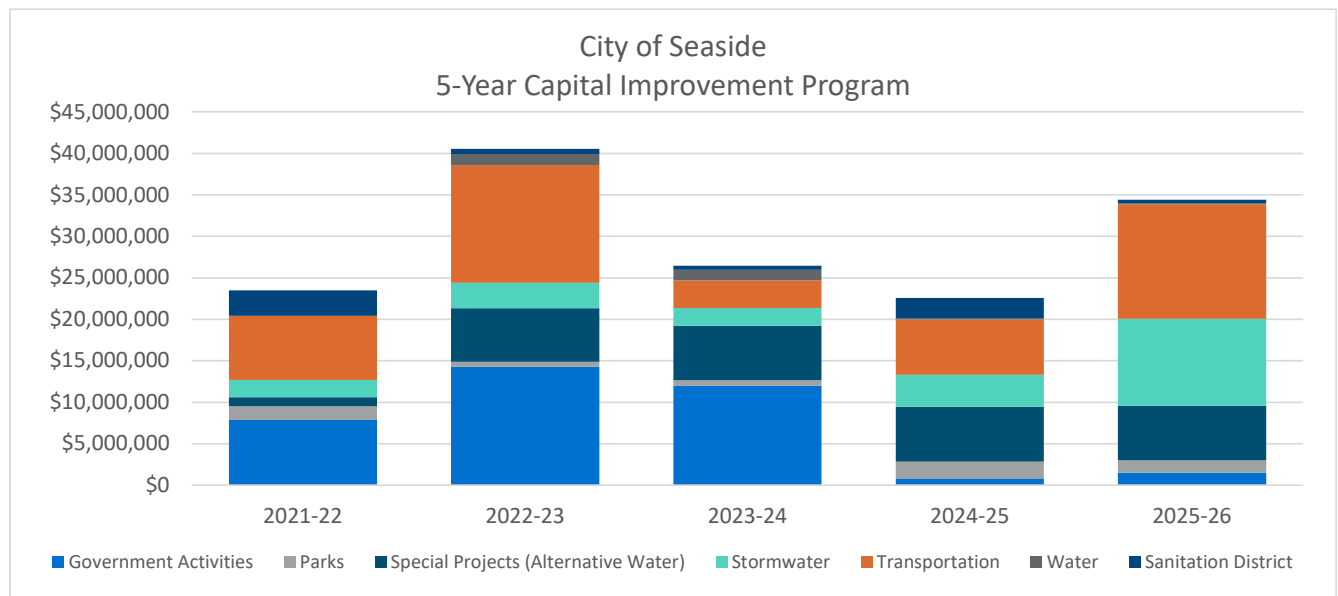
NHA Advisors Is Qualified to Fulfill the City's Requested Scope of Services

General Municipal Advisory Services

- Review City's long-range financing needs and capital improvement program; develop strategies to meet those needs
- Present alternative strategies for managing the City's current or future debt to achieve best value for taxpayers
- Analyze and interpret legislation for economic or financial opportunities or impacts to city
- Analyze and interpret complex business plans and financial proposals made to the City

Debt Issuance Municipal Advisory Services

- Review and analysis of complex business plans and financial proposals including those for refunding opportunities made to the City
- Selling Bonds or obtaining other debt financing
 - Advising on the essential features of the bond or other financing structure
 - Providing market analysis and information to determine the best method of sale or course of action for the City;
 - Assisting with or preparing requests for proposals as appropriate for other professional services needed to carry out the financing;
 - Participating in the preparation of offering or other documents needed for the financing;
 - Preparing or coordinating the preparation of material for such purposes as rating agency and credit enhancement review processes;
 - Coordinating the bidding for bonds in a competitive sale;
 - Negotiating bond terms in a negotiated sale;
 - Working with the finance team to facilitate an effective bond sale or other closing and delivery of proceeds;
 - Providing post-sale advice on proceeds investments (as needed);
- Preparation and submittal of continuing disclosure reports annually, or as otherwise required by the City's current or future bond covenants, to the Electronic Municipal Market Access, a service of the MSRB



The City has identified \$5.5 million Blight Removal program in FY 2021-22 related to the Surplus II Buildings (Campus Town Blvd. Removals) will be funded out of a portion of the \$6.4M that the City received through the FORA 2020 Bond financing (that NHA was involved in).

The City's general fund is scheduled to spend \$5 million in FY 2021-22 on capital projects, the largest of which is a \$1,075,000 expenditure for exploring alternative water sources (discussed in greater detail in the next section).

Additionally, transportation and stormwater improvements are a major area of infrastructure need for the City, with \$45.7M in funding need identified for transportation projects and \$21.6M need identified for stormwater projects through FY 2025-26.

To help fund the transportation needs, the Transportation Agency for Monterey County began a public outreach process in 2015 for a 0.375% retail transactions and use tax that was approved by voters in November 2016. Of the Measure X revenues received by Monterey County, 60% is to be allocated to cities within the County and the County itself for local road projects. The City of Seaside has received between \$768,000 and \$1,160,000 in FYs 2017-18 through 2019-20 and the City issued \$11,050,000 Lease Revenue Bonds in October 2018 to finance transportation improvements. Debt service on those 2018 Bonds is approximately \$640,000 per year from 2020 through 2047.

The City is allowed to issue parity debt to the 2018 Bonds that is secured by Measure X and may have \$350,000 per year in additional bonding capacity, based on the FY 2020-21 and 2021-22 budgets. The caveat is that issuing bonds to use up the remaining capacity would expose the City to potential shortfalls in revenues due to recessionary years (FY 2019-20, for example). Accordingly, any recommendation from NHA to issue additional bonds secured by Measure X will include conservative estimates of the impact on Measure X revenues from future recessions.

The City accounts for Measure X revenues in their Transportation Safety and Invest Plan fund and is using the accumulated remaining revenues for pay-as-you-go capital projects. The FY 2019-20 balance in that fund was \$1.78 million, and we note in the 2021-22 budget that the City plans to spend down approximately \$1.6 million of the fund balance on capital projects.

City of Seaside Measure X Revenues						
	Audited				Budgeted	
	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Measure X Revenues	\$151,787	\$1,159,700	\$1,101,253	\$768,071	\$1,000,000	\$1,016,763
2018 LRBs Debt Service	\$0	\$0	\$263,746	\$642,750	\$641,000	\$639,100
Remaining after Debt Service	\$151,787	\$1,159,700	\$837,507	\$125,321	\$359,000	\$377,663

Addressing the City's Water Infrastructure Needs

City of Seaside Water System Overview

The City of Seaside's Municipal Water System serves under 800 customers, of which the vast majority are single family residential. The City has done two recent cost of service studies, one in 2015 and the second in 2019. In October 2019, the City authorized water rate increases through January 1, 2022, to help fund infrastructure needs.

The system currently comprises of one groundwater well and two, 500,000-gallon tanks. The City has historically utilized pay-as-you-go cash funding for capital needs and has no outstanding Water Fund debt. However, the Water Fund's cash balance has been steadily decreasing from FY 2016-17 through 2019-20. A large part of this decrease in cash balance has been due to the negative operating results in the Water Fund in FY 2016-17, 2017-18, and 2018-19. The water rate increases in October 2019 and January 2020 significantly helped the Water Fund end the year with positive net revenues, but the cash balance in that year decreased slightly.

Based on our due diligence, we understand that the City is exploring ways to upgrade current infrastructure and also exploring alternative water supply sources, given the water supply challenges in the area. A decreasing cash balance and weaker annual net revenues limit the City's ability to finance all of their capital projects through a traditional means, however, the City's recent Proposition 218 rate increases may help to create some small bonding capacity.

NHA's Understanding of the City's Water Supply Challenges

Water service in the Seaside area is provided by the California American Water Company, Marina Coast Water District ("MCWD"), and the City's Municipal Water System. MCWD services the area within the City boundaries that overlaps with former Fort Ord boundaries, while Cal American Water appears to be the major retail water utility in the older parts of the City of Seaside. As a result, water supply for the portion of the City that has the biggest potential for economic growth and new housing is not under City's control.

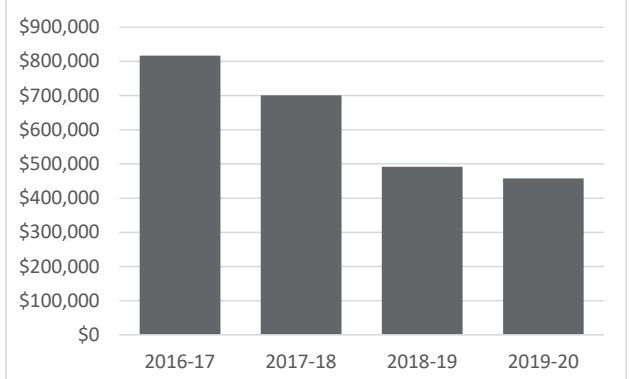
We understand that the water supply for the City's system and MCWD is almost entirely from groundwater. While MCWD has some rights to Salinas River water, those rights are very limited. This high reliance on groundwater exposes the City's water system to the risk of *saltwater intrusion*. In addition, there are several Groundwater Sustainability Agencies in the area and groundwater supply is a very sensitive issue in Monterey County, with some of the groundwater basins are severely over-drafted, including the Seaside Groundwater Basin.

The City currently receives water from the Seaside Groundwater Basin, and the amount of groundwater available is limited. The City's water use was above the Natural Safe Yield (NSY) in 2019, as determined by the Watermaster, but we note that the City may face a replenishment cost for water use that exceeds the NSY. **MCWD's 2020 Urban Water Management Plan identified a projected increase in the City of Seaside's water demand from 339 AFY in 2020 to 839 AFY in 2025. That represents an increase of almost 250% over a 5-year period.** MCWD's 2020 Urban Water Management Plan also shows the greatest likely shortfall of water supply to be in the Seaside area of former Fort Ord. As a result, we believe the City's growth potential may be significantly limited by a lack of water for

Seaside Municipal Water System
Customers by Type (FY 2019)

Customer Type	Number of Accounts	% of Total Accounts
Single Family Residential	752	98.95%
Fire Station	1	0.13%
School	3	0.39%
Church	2	0.26%
Multi Family Residential	2	0.29%
Total	760	100%

Water Fund Historical Cash & Investments



development in Fort Ord. It is our understanding that the City views its portion of the former Fort Ord military base as the key component to its long-term economic development strategy.

It appears that the water utility for Seaside's portion of Fort Ord is the Marina Coast Water District (MCWD). MCWD consequently is responsible for delivering any alternative water supply required to fully develop Fort Ord. The question that arises is whether MCWD's ratepayers would support a significant rate increase to fund potentially expensive alternative water supply sources for new development in Fort Ord.

Accordingly, the biggest challenge for the City of Seaside is finding a sustainable water supply, potentially under the auspices of MCWD, that will enable full development of Seaside's share of Fort Ord. The costs for doing that could be staggering for the City's water utility (City's 2021-22 5-year CIP identified a \$33+ million cost).

Conventional wisdom would indicate is that MCWD needs to build a desalination plant to provide a sustainable water supply for development of Fort Ord. However, it is unreasonable to expect existing ratepayers to pay for a huge increase in rates to support new development.



NHA can provide strong support in developing an alternative funding plan for water. Our firm's extensive experience in delivering financing in support of master planned communities has taught us a great deal about funding major offsite infrastructure through public private partnerships ("P3s"). By using California's community facilities district law, as well as other alternative funding mechanisms, the City could build a realistic funding mechanism for alternative water supply from stakeholders that potentially benefit from the development of

Fort Ord. NHA is highly experienced in multi-stakeholder negotiations, as seen from our work in delivering funding for remediation for Fort Ord in 2020, as well as many other situations stretching back to the 1980's. If the City so desires, NHA would welcome a mission to deliver a realistic alternative funding mechanism for alternative water supply for Fort Ord.

Addressing Key Unfunded Water Capital Needs

Alternative water source project \$1M – to design additional water supply through new well outside the adjudicated basin, use of recycled water, and pumping additional water from current wells. Funding is not yet identified in the 2021-22 budget

This item is budgeted to have \$33.1M in total expenses and the City's FY 2021-22 Capital Improvements Program identifies that the funding source is yet to be determined. Additional Water Fund projects with total CIP over next 5 years of \$2.9M include projects like tank improvements, Water Master Plan, and Well Replacement.

The size of the City's CIP budget for the Water Fund will place significant pressure on the Water Fund in the near term, regardless of whether the City utilizes pay-as-you-go funding or financing. Additionally, the City should work with their municipal advisor to explore alternative funding sources (SRF, USDA, and/or WIFIA Loans).

Project	Funding Source	2021-22	2022-23	2023-24	2024-25	2025-26	Out Years	Project Total
Alternative Water Source	TBD	\$1,075,000	\$6,400,000	\$6,400,000	\$6,400,000	\$6,400,000	\$6,400,000	\$33,075,000
Water Master Plan	Water Fund	\$0	\$170,000	\$150,000	\$50,000	\$20,000	\$0	\$390,000
Water Security Updates	Water Fund	\$0	\$90,000	\$300,000	\$0	\$0	\$0	\$390,000
Water System Capital Improvements	Water Fund	\$0	\$50,000	\$100,000	\$50,000	\$100,000	\$100,000	\$400,000
Arch Flash Hazard Mitigation	Water Fund	\$0	\$30,000	\$90,000	\$0	\$0	\$0	\$120,000
Well Replacement	Water Fund	\$0	\$1,000,000	\$600,000	\$0	\$0	\$0	\$1,600,000
Totals		\$1,075,000	\$7,740,000	\$7,640,000	\$6,500,000	\$6,520,000	\$6,500,000	\$35,975,000

Historical and Projected Coverage

The City's Water Fund has historically struggled to maintain positive net revenues, with expenses outpacing revenues in Fiscal Years 2016-17, 2017-18, and 2018-19. The City took steps in 2019 to address this through the cost of service study, which authorized rate increases in October 2019 and January 2020, which resulted in a \$100,000 (or 16%) increase in charges for services for FY 2019-20. However, the \$400,000 reduction in expenses in FY 2019-20 had a much larger impact on the Water Fund's positive net revenues in that year since salaries and Benefits reduced by over \$300,000. The City's ability to keep expenses minimal going forward will have a major impact on the Water Fund's ability to afford future debt.

Additionally, in October 2019, the City Council approved additional, 15% annual rate increases in January 2022 and January 2023. These increases, along with the most recent 15% increase in January 2021, will be critical to keeping the Water Fund's net revenues in the black.

The coverage table below provides some preliminary bonding capacity analysis, factoring in the anticipated 15% rate increase in January 2022 and assuming 3% annual growth in expenditures (in line with the 2019 rate study's assumptions). We also modeled 25-year bond financing to raise \$3.5 million for projects. We estimate that the debt service on that financing would be approximately \$230,000 per year. Our preliminary analysis shows that the City may be able to afford that amount of debt service through 2025-26, but we would need to replace our FY 2020-21 estimates with year-end actuals and would also need to do line-item review and analysis to remove GASB-related and other standard non-cash expenditures.

As a result, the coverage table below should be only used for discussion purposes and to provide a general estimate on the Water Fund's bonding capacity. Additional analysis would be needed before NHA would make a recommendation to the City. However, we note that maintaining sufficient debt service coverage (Net Revenues divided by debt service) in future years will be integral to financing any capital project, especially in light of the City's decreasing cash balances over the last four years.

**City of Seaside
Water Enterprise Fund
Historical Cash Flows and Coverage**

	Audited				Estimated	Projected				
	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Gross Revenues:					15.0%	15.0%	0.0%	0.0%	0.0%	0.0%
Charges for Service	648,474	668,476	656,972	761,556	875,789	1,007,158	1,007,158	1,007,158	1,007,158	1,007,158
Interest Income	6,553	0	13,625	4,885	4,885	4,885	4,885	4,885	4,885	4,885
Other Revenue	14,065	1,565	1,437	26,993	26,993	26,993	26,993	26,993	26,993	26,993
Total Gross Revenues	669,092	670,041	672,034	793,434	907,667	1,039,036	1,039,036	1,039,036	1,039,036	1,039,036
Operating Expenses:¹					3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Salaries and Benefits	235,393	288,038	574,361	231,475	238,419	245,572	252,939	260,527	268,343	276,393
Services and Supplies	417,903	446,344	432,756	357,101	367,814	378,848	390,214	401,920	413,978	426,397
Insurance	17,300	10,500	6,000	21,039	21,670	22,320	22,990	23,680	24,390	25,122
Utilities	48,439	42,720	46,189	47,943	49,381	50,863	52,389	53,960	55,579	57,246
Total Operating Expenses	719,035	787,602	1,059,306	657,558	677,285	697,603	718,531	740,087	762,290	785,159
Net Revenues	(49,943)	(117,561)	(387,272)	135,876	230,383	341,433	320,504	298,948	276,746	253,877
Debt 2022 Water Revenue Bonds										
Total Debt Service	0	0	0	0	0	0	230,172	230,172	230,172	230,172
	0	0	0	0	0	0	230,172	230,172	230,172	230,172
Debt Service Coverage	N/A	N/A	N/A	N/A	N/A	N/A	1.39	1.30	1.20	1.10

Source: City of Seaside

Public Offering vs Private Placement Discussion

There are several considerations regarding the optimal method of sale used to refinance these bonds, including economic benefit from each method and the impacts on City staff time and resources.

As summarized below, a private placement is typically a less involved sale process and does not require public disclosure document or a formal credit rating by a third-party rating agency. In contrast, a public offering is a more involved process that requires the issuer to publish an official statement (bond prospectus) and requires a credit rating.

Generally, a private placement results in lower issuance costs. However, those lower costs are often offset by slightly higher interest rates obtained through a private placement.

Public Offering	Private Placement
- Official Statement required - Credit rating required - Lower interest rates - Higher transaction costs	- No Official Statement - No credit rating - Quicker financing process - Lower transaction costs

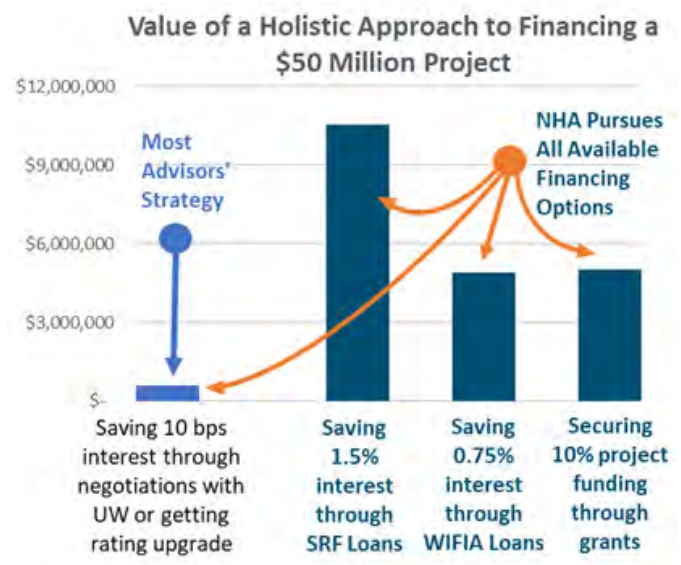


One benefit of a private placement over a public offering that may be of interest to the City is that a private placement may allow for a multi-draw financing. In this financing, the City would secure the loan from a bank but draw on it only as needed. Accordingly, this would reduce the interest cost to the City by reducing the time the full amount is outstanding. Typically, we would assume 18-month limit on a draw down the full loan. However, during those 18 months, the City could achieve some real interest savings by only drawing funds as needed. If engaged as the

City's municipal advisor, NHA could work with the City's placement agent to solicit bank bids and evaluate the feasibility of this idea for the City's Water Fund.

Value of a Holistic Approach to Financing Projects

The graphic to the right shows the relative value of a holistic approach to a client's funding needs. If a municipal advisor can save a client 10 basis points on a financing through a rating upgrade or negotiation with bond underwriters, it is worth approximately \$600,000 on a present value basis for \$50 million bond issue. That is much more than the cost of the typical municipal advisor fee. But if the City is served by an advisor that helps them obtain a below market rate SRF or WIFIA loan for the utility, the present value savings of the below market interest rate on an SRF or WIFIA loan is between \$5 and \$10 million on a present value basis for a \$50 million financing. If the municipal advisor can direct their client to a grant funding source that can fund just 10% of the project costs, that also saves \$5 million in present value.



NHA pursues all available financing options as part of our holistic approach for delivering the lowest cost project funding for our clients. We go beyond simply negotiating with the underwriter over discount or presenting a case to the rating agencies for a rating upgrade and we find the lowest cost money for the project.

Long-Range Financing Strategy

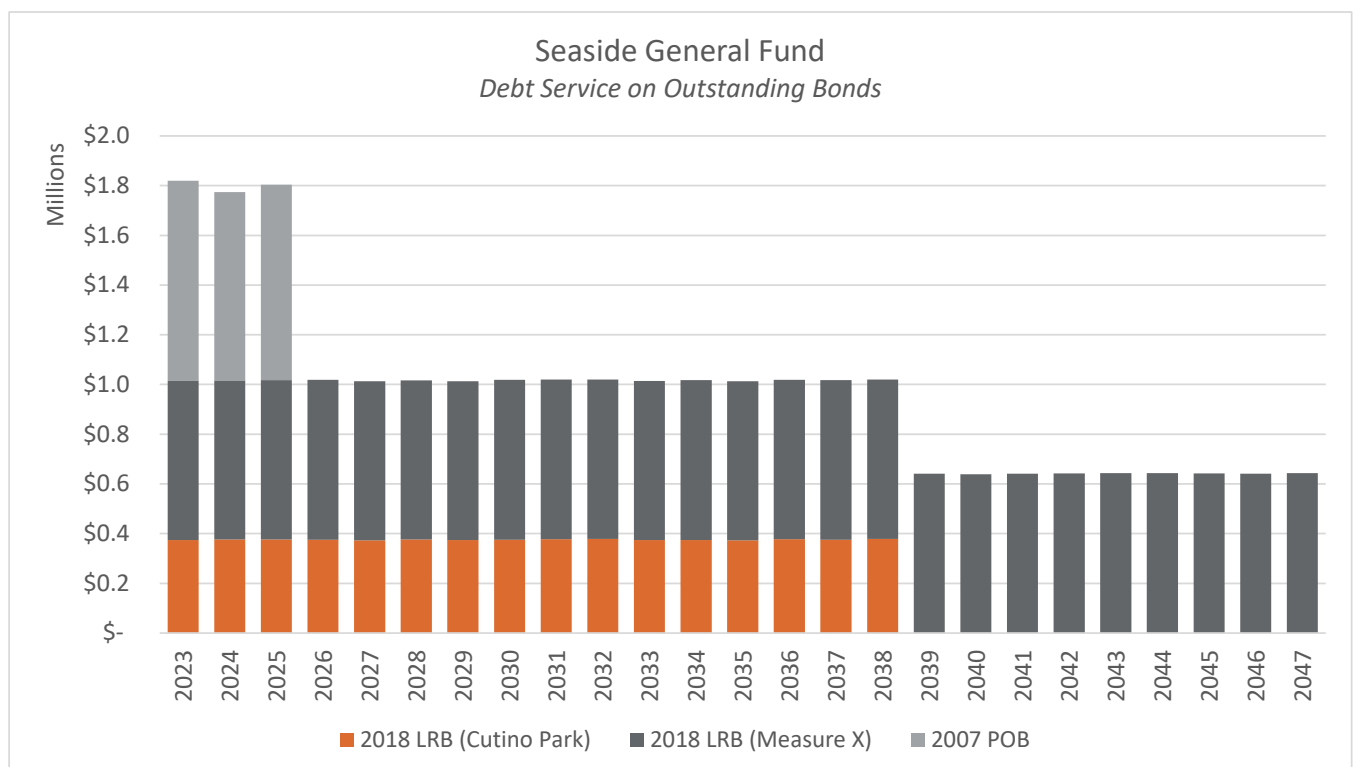
In keeping with the “NHA Way” ethos, our objective is to absolutely address the City’s short-, mid- and long-range strategic objectives. As this effort pertains to a financing strategy, our process would be to determine the City’s objectives through a process of interviewing staff, understanding the City’s CIP needs (in detail, dollars, timing), risk tolerance, constraints, discussion of the City’s bonded and pension debt profiles outlined in the prior section, etc.

Bottom line: NHA always seeks to understand, with crystal clear clarity, executive staff and city council core objectives. Everything we do—advisory first, then execute upon Council/Staff directives next—is predicated upon that understanding of the City’s strategic goals.

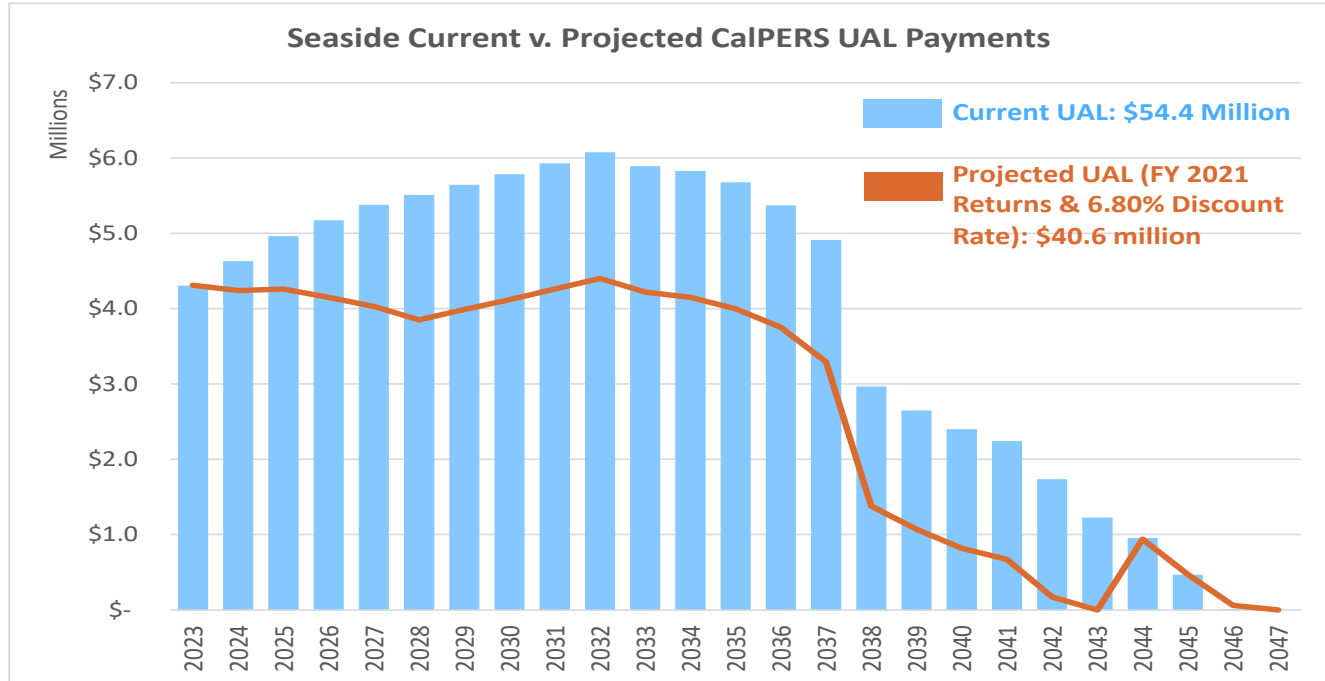
Current General Fund Debt

The City’s General Fund has three outstanding publicly sold bond issues – 2007 Taxable Pension Obligation Bonds (issued through California Statewide Community Development Authority), 2018 Lease Revenue Bonds (Cutino Park Improvement Project), and 2018 Lease Revenue Bonds (Measures X). In addition, the City issued the 2006 Taxable Lease Revenue Bonds (Bayonet and Black Golf Course Project), but those bonds were not secured by the City’s General Fund.

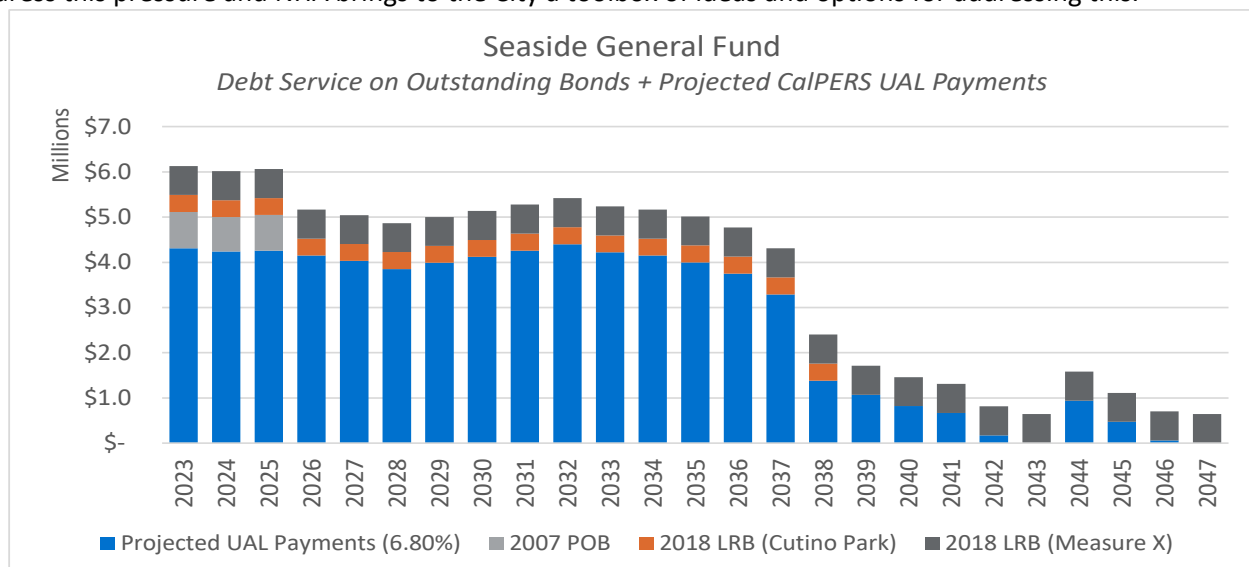
The three outstanding General Fund bonds have final maturities ranging from 2025 to 2047 and have total outstanding par of just under \$18 million. The repayment structure on these bonds is front-end loaded, due to the final few years of the 2007 POBs. **Please note** that the graph below the City’s \$1.6M outstanding balance on capital leases (as of 6/30/2020). As the City’s municipal advisor, we will layer in the debt service on the General Fund-specific capital leases to provide a more complete picture of the debt burden on the General Fund.



In addition, the City also has its Unfunded Actuarial Liability (UAL) payments due to CalPERS each year. The City's UAL has grown historically due to CalPERS underperformance and assumption changes. However, after the FY 2021 21.3% gains, the City's UAL should be significantly reduced, though some of this benefit will be soaked up through a further discount rate reduction. Based on these strong returns, CalPERS will reduce the discount rate on the UAL to 6.8%. Assuming a 6.80% discount rate and incorporating the 21.3% returns, we expect the City's UAL to drop from \$54.4 million to \$40.6 million, with the new repayment shape shown in the orange line below.



Looking at the City's General Fund debt repayments in combination with the City's CalPERS UAL repayments (reflecting the new 6.8% discount rate), the total payments are around \$6M per year through FY 2024-25, and drop to the \$5M per year range after that. Please note that this graph does not reflect the amount of the City's Miscellaneous plan that may be paid by other City funds and does not factor in the debt service on the City's General Fund-specific capital leases. Based on input from City staff, we will refine this analysis of the General Fund's projected debt burden. Any long-range financing strategy for the City will need to incorporate solutions to address this pressure and NHA brings to the City a toolbox of ideas and options for addressing this.



Policy Development

The NHA team has experience working with our clients to update and help implement financial policies. Our research shows that the City has robust policy and practices demonstrating prudent financial management. We see the City's Reserve policy (including a 5% capital reserve, 10% special reserve, and 15% emergency reserve), Budget Policy, 5-year Capital Improvement Program policy, cash management and investment policy (compliant with Govt. Code 53601-53659), and the City's debt management policy (compliant with Govt. Code 8855 and SB 1029).

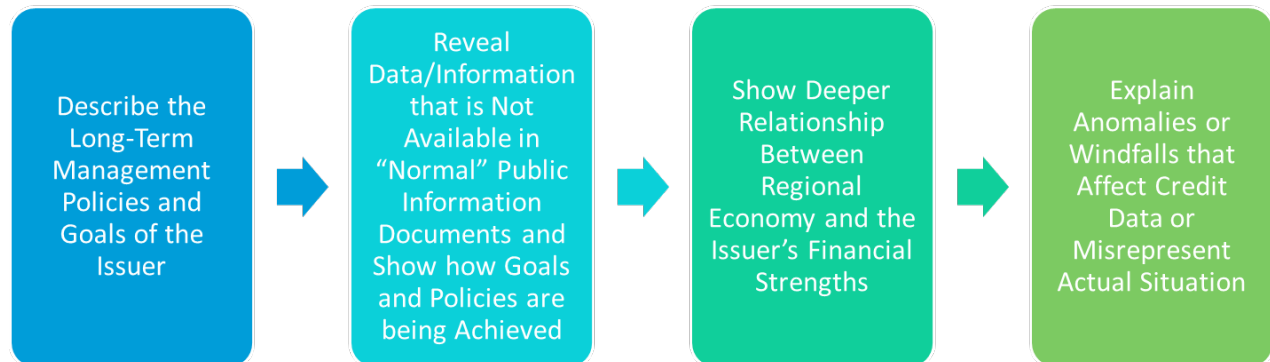
Additionally, we believe putting into place a new pension funding policy (which will provide the framework and flow of funds for potential future pension savings) will be important from credit, operational and political perspectives. Cybersecurity policies have also become increasingly important. Included in **Appendix C** are examples of recent Pension Funding Policies that NHA has helped our clients implement.

Should any of our consulting assignments transition into a bond financing, we highlight two examples where NHA distinguishes itself compared to our competitors: **First, NHA excels in the credit rating process and second, NHA excels in underwriter management during the bond sale process.** We present our approach to each in the following paragraphs.

Credit Rating Process

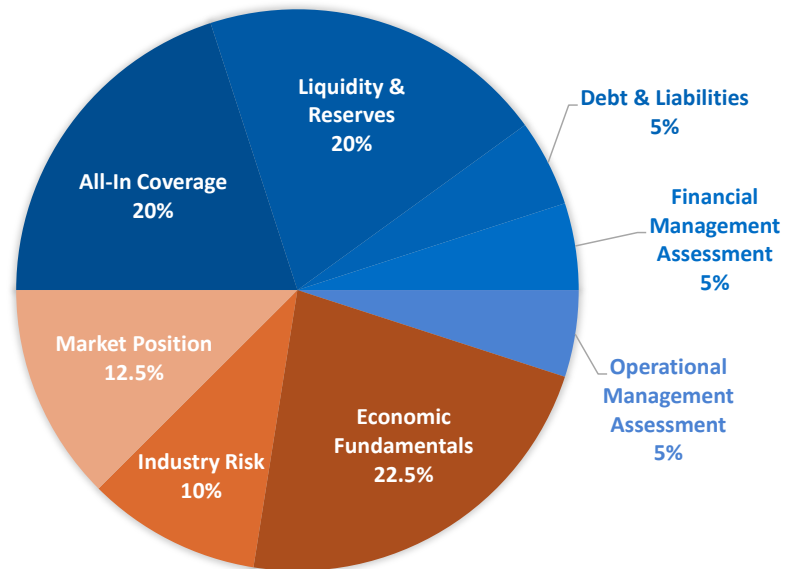
NHA takes an active role in the credit rating process, leading the due diligence review and crafting the credit presentation. NHA understands that a portion of the rating criteria is often outside of the City's control, such as economic indicators and demographics. However, a large element of the rating is controllable, and NHA has a strong record of executing a multi-pronged approach to ensure our clients obtain the highest rating possible. As the graphic below indicates, NHA equips our clients and enables them to tell their story. Our goal in the credit rating process is to ensure that the rating analysts are educated and supported with critical and key information to defend and advocate the City's position and make positive rating recommendations to their committees.

NHA Strategic Goals for Credit Rating Presentations



As an example, consider our approach to a utility bond credit rating. We dive deeply into the credit and perform the due diligence and involved work needed to see the process through from start to finish. We think it is important that the municipal advisor, as the City's fiduciary, perform almost all the work on the credit rating process and unlike many competing municipal advisory firms, we do not farm this part of the financing out to an underwriter. Our strategy is to focus on the items that the City has the most control over – these are represented by the blue slices in the pie chart. While the other rating criteria, like strong economic fundamentals are nice to have, the reality is that these criteria are often a function of where the City is located and most public entities have very little control over them. While our presentations discuss all aspects of the rating criteria, we zero in on things like coverage, liquidity and reserves, debt and liabilities, financial management assessment, and operational assessment. Combined these have over 50% of the weighting on the credit rating.

UTILITY BOND RATING CRITERIA WEIGHTING

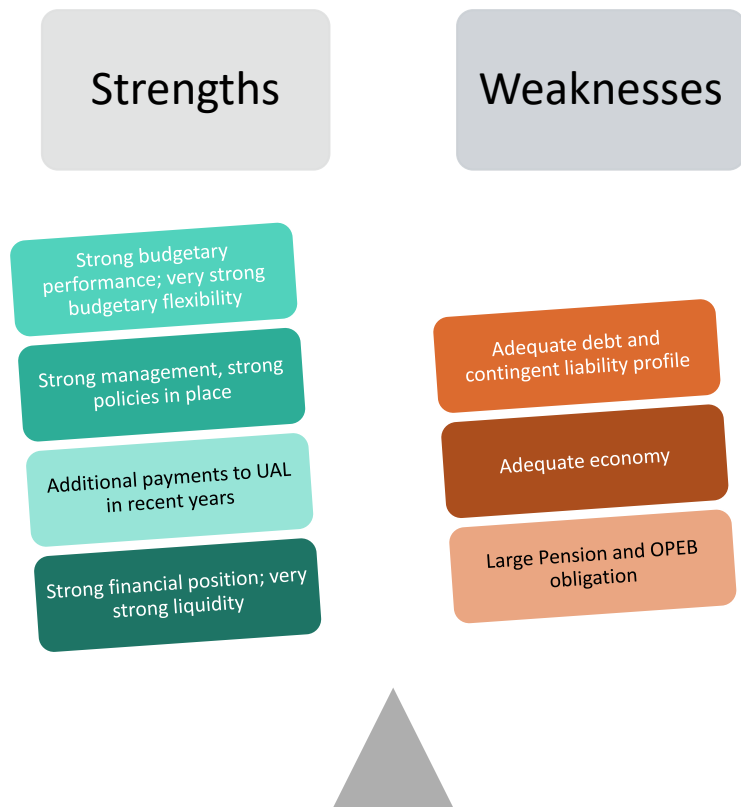


We want to ensure that our clients are fully prepared to discuss the credit with the rating agencies. Early in the process, we assist with implementation of policies, including drafting debt management and disclosure policies. In addition, we can provide insight into what rating agencies view as “best practices” in terms of financial management and operational management to assist our clients with positioning themselves to achieve an optimal rating. Finally, we do a detailed slide-by-slide walkthrough prior to all rating calls with our client, ensuring that they know the key takeaways and message on each slide.

As examples of our work with credit presentations, please see **Appendix A** for presentations that NHA prepared for the Fort Ord Reuse Authority's Tax Allocation Bonds, the City of Gilroy's Sewer Revenue Bonds, and the Ft. Bragg pension restructuring and land acquisition financing.

S&P Global Ratings' 2018 rating report places the City's General Fund issuer credit rating at the "AA" level and the City's outstanding COPS and LRBs at the "AA-"/stable level. Key strengths include the City's strong budgetary performance and flexibility, management and financial policies. These strengths of the City's General Fund credit rating are offset by S&P's view of the local economy as adequate, an adequate debt and contingent liability profile, and the City's large pension and OPEB obligation. As the City's municipal advisor, NHA will work diligently during the rating process to demonstrate the City's strengths and optimize the City's credit rating.

Seaside General Fund Credit Rating S&P: "AA-"/Stable



Underwriter RFP Process

Like the credit rating process, NHA takes an active role in the underwriter RFP process. This includes writing the RFP, sending it all or to a hand-selected set of underwriters (there are reasons for both approaches), reviewing and evaluating underwriter proposals, and communicating recommendations to the client. Once NHA receives and reviews the underwriter proposals, we rank the proposals based on an internally developed scoring model that takes objectivity and subjectivity into account. When communicating recommendations to the City, we articulate the reasons behind our decision and allow space for City staff comments and questions. NHA usually takes the lead in this process, but we will adapt if City staff have other preferred approaches to this selection process.

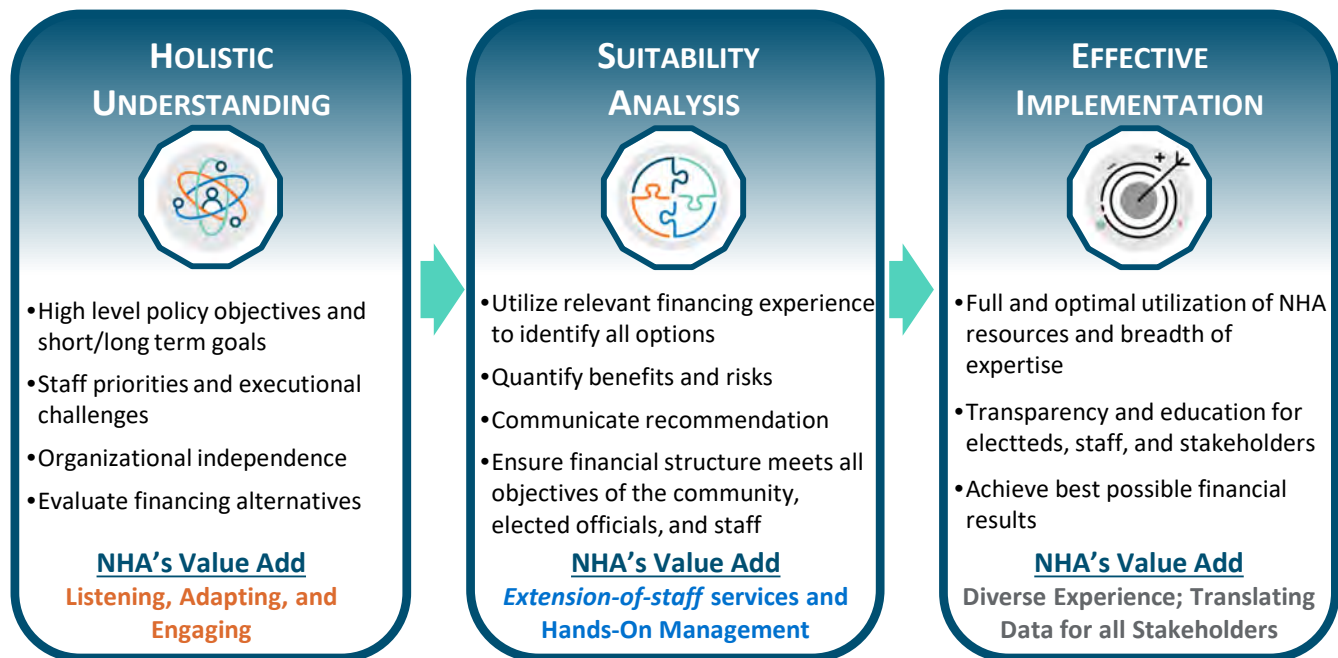
Continuing Disclosure Services

NHA frequently provides ongoing services to our clients post-issuance, including the SEC-required continuing disclosures and State of California required annual reporting. We prepare hundreds of annual continuing disclosure reports for our clients and are well aware of federal and state requirements, as well as industry best practices related to implementing the two new (as of 2018) material event notices. If selected as the City's municipal advisor, we will prepare a not-to-exceed proposal to provide continuing disclosure consultant services related to the City's outstanding bonds.

What Sets NHA Apart

NHA is a different type of consultant / advisor to public agencies in California. NHA brings a broad scope of experience that we believe is unmatched by our competitors. We at NHA believe that the City benefits the most

from a municipal advisory team that is experienced and well-rounded. Building upon our principals' decades of experience, NHA has developed an internal process that applies the talents of each NHA principal and employee to each step along the financing process. When it comes to the execution phase, our approach is that the municipal advisor should be the project manager for the financing process and should take full responsibility. Of course, tasks related to the legal work, underwriting, and other specialties must be handled by those professionals. But we believe it is important that the client have a "go-to" representative who is responsible to the client and who will "quarterback" and review, on the client's behalf, all aspects of the transaction, ensuring maximum communication between all parties so that the project can be accomplished in the most efficient and effective manner possible.



NHA is a holistic, client-centered, and hands-on municipal advisor. This means that the first step in our process is listening to the City to understand your needs. We pride ourselves in being accessible to City staff and assign at least two senior level advisors to each project to ensure open communication with the City, utilizing email, telephone, video calls and in-person meetings according to the City's preferred method of communication. NHA will attend all City Council or board meetings and any special meetings with staff, bond counsel, disclosure counsel, credit enhancement firms, and rating agencies as the City deems necessary. All projects are unique - NHA commits to **"doing what it takes"** to manage the process, any process, to achieve a successful result for the City and other stakeholders. Once a financing has been determined to be the best solution, NHA steps up to manage the project and "quarterback" the financing, from assembling financing team members, to scheduling meetings, to negotiating with the underwriter, and to conducting in-depth research for credit presentations.

NHA takes a long-term approach to evaluating our client's potential funding needs. We are very comfortable with the axiom "sometimes the best deal is no deal." NHA commits to advising the City with integrity and if our research indicates that a bond is not the ideal financing mechanism for the City's projects, we will advise against a bond – regardless of how that will affect our compensation for the project. Our commitment to finding the best funding solution for our clients is our key strength, differentiating us from other municipal advisors. Our projects start with an unbiased assessment of the capital needs and existing financial obligations and evolve after the public agency understands all the issues and options and directs us towards one specific solution. After determining priorities, NHA balances short-term needs with a long-term perspective to provide tangible financing solutions. We have often advised our clients toward financial solutions that include internal loans, federal or state grants, or some form of subsidized loan program like the State Revolving Loan Fund.

A Day in the Offices of NHA

As municipal advisor to over 80 public agencies in California, NHA receives a myriad of requests on a day-to-day basis. A sampling of some of those frequently asked questions are listed below. We are proud to represent that, yes, we can assist our clients with those questions and more!



6. CONFLICT OF INTEREST DISCLOSURE

NHA **has not engaged in any** finder's fees, fee splitting, payments to consultants, or other contractual arrangements which would constitute a real or perceived conflict of interest.

NHA **does not have** an affiliation or relationship with any broker-dealer, **nor has any** NHA personnel who would provide advice to the City been associated with a broker-dealer firm within the two years preceding this RFP.

NHA has **no** known conflicts of interest in serving as the municipal advisor to the City of Seaside. NHA has **no** financial, business or other relationship with the City of Seaside that may have an impact upon the outcome of a project. NHA has **no** current clients who may have a financial interest in the outcome of this contract. NHA is **not** suspended from practice in the State of California. Further, NHA, being focused upon cities as our core mission / business, does not serve any other public entities (Monterey County, Monterey Peninsula Unified School District, etc.) and so we are free from those potential direct conflicts of interest that some of our competitors have from serving two different public agencies with differing goals or direct conflicts.

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7. INVESTIGATION & DISCIPLINARY ACTION DISCLOSURE

NHA **has not had any** pending investigations, enforcements, or disciplinary actions taken within the past three years by the SEC, FINRA, MSRB, or other regulatory bodies.

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8. FEE PROPOSAL

NHA will deliver the highest standard of municipal advisory work product, period. We are mindful of the fact that our proposed fees must reflect the value we deliver. Our intention is to not be the low-cost provider of municipal advisory services. For the firms who have a practice of pricing their services low, the compromise is always in the level and amount of time and effort that is put into the project. Our fee levels are indicative of the amount of professional resources applied to the projects.

We approach each project objectively and with the primary purpose of delivering agnostic options and alternatives. We believe that it is important to have no “vested interest” in advocating for a bond solution to guarantee a financing fee to the consultant. By making the initial evaluation and consulting work independent of the implementation of a financing solution, NHA can avoid inherent conflicts that are present when a municipal advisor is only compensated through a bond financing. We believe the initial phase of work should be focused on providing alternatives that may or may not include a bond financing. Since this investigative process can be quick or extensive, we recommend it be segregated from the financing scope and subject to hourly efforts. The City controls the time and the process to avoid unforeseen costs.

Task 1: Hourly, On Call Financial Consulting and Municipal Advisory Services

If the City elects to engage the services of NHA on an hourly basis, work will be performed on a time-and-materials basis allowing no preconceived bias towards a financing solution. If, after the initial analysis is performed, the City Council or staff elect to fund a project internally, with grant funds or other non-financing, we accept the decision and have been compensated accordingly.

Staff Allocation	Hourly Rate
Principal	\$325
Director / Senior Vice President	\$300
Vice President	\$275
Assist. Vice President / Sr. Associate	\$250
Associate	\$225
Senior Analyst	\$200
Analyst	\$175
Administrative	\$ 75

Task 2: Bond Financing

For financing specific work, NHA proposes to establish fixed fee compensation based on the complexity of the transaction and the estimated NHA staff resources. In our experience, financings consume different amounts of time dependent on several factors. For projects requiring extensive research, due diligence or options analysis, a more robust budget would be necessary. NHA is very sensitive to the associated costs of any public financing. Generally speaking, the fee schedule for different bond structures is shown below.

Financing Fee Schedule - Municipal Advisory Services	
Project Type	Fee Range
Tax and Revenue Anticipation Notes	\$22,500 - \$27,500
General Obligation Bonds	\$37,500 - \$52,500
General Fund Obligations	\$37,500 - \$52,500
Utility Revenue Bonds	\$37,500 - \$57,500
Limited Obligation Bonds (AD)	\$42,500 - \$52,500
Special Tax Bonds (CFD)	\$42,500 - \$52,500

Additional Services

Credit Rating Process (as Needed) – For services related to a credit rating process, NHA will receive a fee for services as follows.

Credit Rating Process	Fee
Short-Term Cash Flow Financing	\$5,000
Long-Term Financing	\$10,000

In-Person Meetings (Upon Request) – NHA will be reimbursed \$1,500 for each in-person meeting. NHA will participate on conference calls and virtual meetings at no additional cost to the City.

Request for Proposals (Upon Request) – If the City has not engaged consultants to provide certain services required as part of financing process, at the City's direction, NHA will undertake the solicitation of one or more of these parties for the fees outlined in the following rate table.

Request for Proposal Process	Fee
Broker-Dealer (Underwriter/Placement Agent)	\$5,000
Bond/Disclosure Counsel	\$2,500
Special Tax Consultant	\$2,000
Fiscal Consultant	\$1,500
Trustee	\$1,000

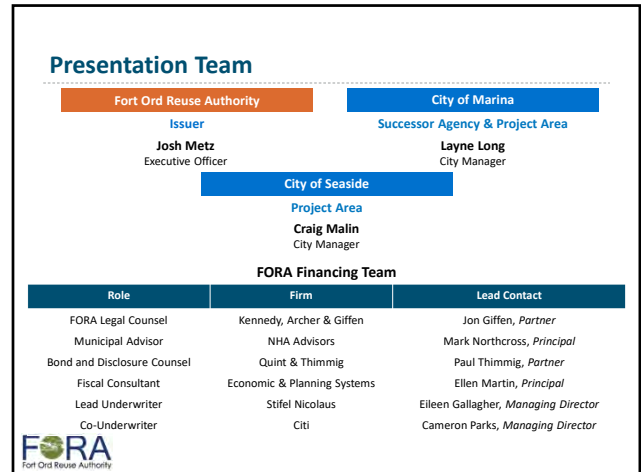
Expenses (Out-of-Pocket)

Any necessary expenses will be billed directly at cost to the City. Expenses will be limited to those necessary for completion of the project and will not be incurred without prior written consent of the City.

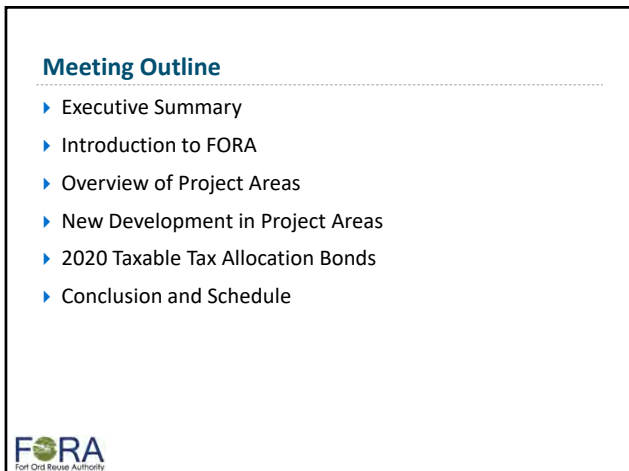
APPENDIX A: EXAMPLE CREDIT PRESENTATIONS



1



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3



4

Executive Summary

- ▶ Fort Ord Reuse Authority (“FORA”) is issuing approximately \$25 million Taxable Tax Allocation Bonds to finance building removal and remediation
- ▶ FORA terminates by statute on 6/30/2020; City of Marina will be the Administrator for purposes of the proposed bond issue
- ▶ Bonds will be secured by tax increment statutory pass through payments generated in two Project Areas:
 - ▶ Seaside Fort Ord
 - ▶ Marina Project Area #3
- ▶ County auditor controller will transfer pass through payments directly to the bond trustee



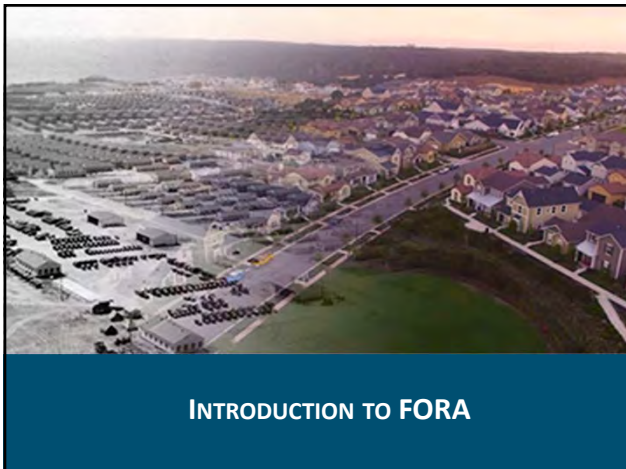
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Key Credit Highlights

- ▶ Diverse economic area with strong indicators and trends
 - ▶ FORA development is anchored by CSU Monterey Bay campus
- ▶ Robust development forecast for the area; building removal funded by the Bonds will enable further development to proceed
- ▶ 113% total combined AV increase in the last 9 years in both Project Areas (over \$538M in growth)
- ▶ Diversified tax base with low ownership concentration
 - ▶ Top 10 taxpayers for both Project Areas combined are approximately 29% of FY 2020 AV and include several single-family developers with home construction/sales underway
 - ▶ Top taxpayer (Hospital) represents slightly over 5% of total AV
- ▶ Bonds structured to maintain 1.25x coverage over projected tax increment revenues reflecting completed construction and transfers of ownership
- ▶ Even with loss of top 2 taxpayers in both Project Areas, tax increment still sufficient to meet debt service
 - ▶ Combined AV could drop by 20% and tax increment would still be sufficient to meet debt service



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Fort Ord Reuse Authority Overview

- ▶ Fort Ord Reuse Authority was created as a regional Agency in 1994 to oversee conversion of the former Fort Ord military base to civilian purposes
 - ▶ FORA is neither a redevelopment agency nor a joint powers authority; it is a special purpose public entity created by the State of California
 - ▶ Statutory sunset on June 30, 2020
- ▶ **Authority:** Adopt base wide regional plan, review jurisdiction programs for consistency, finance mitigations / infrastructure, property transfer
- ▶ **Obligations:** Building removal, munitions clean-up, roadway construction, fire equipment purchase, habitat restoration, storm drainage system upgrades

25 Board Members

- 13 Cities/County
- 3 State/Federal elected reps
- 7 Public Agencies
- 2 Army/BRAC

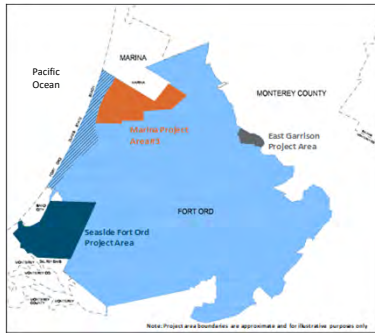


8

FORA Boundaries and the Project Areas

- FORA encompasses approximately 27,800 acres
 - Marina Project Area #3 is within the FORA boundaries
 - Seaside Fort Ord project area lies next to FORA boundaries

FORA Land Use	Acres
Habitat Management	17,179
Parks & Open Space	2,014
Visitor Serving	808
Public Facilities (incl. military)	1,072
CSUMB	1,292
POM Annex	782
Rights of Way	1,161
Business Park, Light Industrial, Office, R&D, Retail, Residential	3,571
Total Acres	27,879

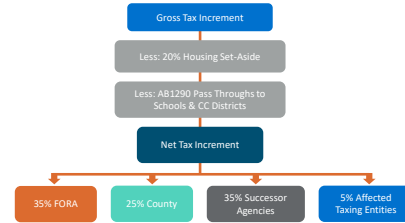


Map Source: NHA Advisors

9

Flow of Funds for FORA Pass Throughs Prior to Termination

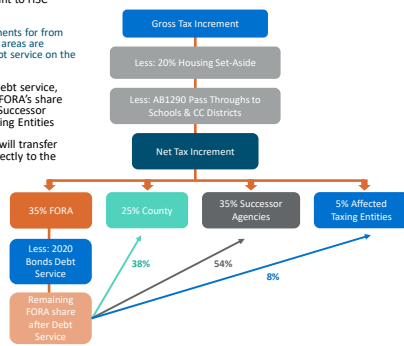
- FORA receives 35% share of net tax increment from Seaside Fort Ord, Marina Project Area #3
 - Net of 20% housing set-aside and school pass throughs
- All FORA pass through payments pledged to the Bonds



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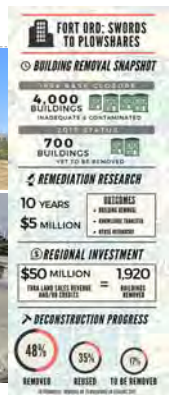
Flow of Funds for FORA Revenues After Termination

- After FORA sunsets, FORA's claim to a 35% share remains, pursuant to HSC 33492.71(c)(1)(D)
 - FORA pass through payments for from three underlying project areas are pledged to repay any debt service on the bonds
- After repayment of bond debt service, any remaining portions of FORA's share are distributed to County, Successor Agencies, and Affected Taxing Entities
- County Auditor Controller will transfer pass through payments directly to the bond trustee



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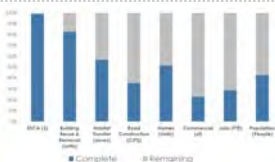
Building Remediation Needs



12

Base Remediation and Reuse Progress

- FORA has completed 90% of its reuse/removal obligations
 - 3,300 out of 4,000 buildings remediated/removed
- Local jurisdictions still responsible for remaining building removal



Source: FORA, October 2019

Jurisdiction	Est. Remaining Remediation Costs
City of Marina	\$35,000,000
City of Seaside	\$18,000,000
County of Monterey	\$2,500,000
Total	\$55,500,000



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FORA Sunset and Bond Administrator

- Original statutory termination upon completion of 80% of remediation or June 30, 2014
 - In 2012, that date was extended to June 30, 2020 by state legislation
- Upon sunset of FORA, City of Marina will function as the Administrator with respect to the bonds
- US Bank will continue to serve as trustee
 - County Auditor Controller will transfer pass through payments directly to US Bank
- Marina and Seaside and three other local entities will spend their share of bond proceeds to continue with building removal



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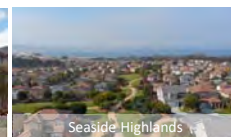
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Residential Development Completed To Date

- More than 1,000 residential units completed to date within FORA
 - Seaside Highlands and Seaside Resort are within Seaside Project Area
 - Dunes on Monterey Bay and Seahaven are within Marina Project Area #3

Developments*	Units
Seaside Highlands	380
Dunes on Monterey Bay	448
Seahaven	257
Seaside Resort	3
Total	1,088

*Based on CFD Fees paid when permits are pulled



Source: FORA

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Residential Development Forecasts

- Entitled developments representing over 2,500 residential units across all three project areas to be built out over the next 10 years
- Active housing projects in Dunes Phase 1 and Seahaven A)

Entitled Residential Developments

Project	Description	Jurisdiction	Anticipated Completion
Seahaven A	802 Units	Marina	2025-26
Dunes Phase 1	30 Units	Marina	2019-20
Dunes Phase 2	443 Units	Marina	2024-25
Dunes Phase 3	354 Units	Marina	2027-28
Cypress Knolls	712 Units	Marina	2029-30
VTC Supportive Housing	71 Units	Marina	2020-21
Seaside Resort	122 Units	Seaside	2026-27
Total	2,534 units		

Note: excludes planned developments that are not yet entitled
Source: FORA



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Commercial Development Completed To Date

- Vast Majority of new commercial development to date has occurred within the Dunes on Monterey Bay (330-acre, master planned, mixed-use project)



Source: FORA

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Commercial Development Forecasts

- Significant entitled commercial developments representing 430,000 SF office space, 450,000 SF industrial; 49,000 SF retail, and 724 hotel rooms over the next 10 years

Entitled Commercial Developments

Project	Description	Jurisdiction	Anticipated Completion
Dunes Phase 1	30,000 SF Office Space; 14,000 SF Retail; 94 hotel rooms	Marina	2022-23
Dunes Phase 2	400,000 SF Office Space; 25,000 SF Retail; 300 hotel rooms	Marina	2025-26
Dunes Phase 3	450,000 SF Industrial Space	Marina	2026-27
Seaside Resort	10,000 SF retail; 330 hotel rooms	Seaside	2024

Note: excludes planned developments that are not yet entitled
Source: FORA



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Impact of COVID-19

- FORA staff are working remotely, and FORA administrative and board meetings are being held remotely
- Building demolition activity continuing as it has been deemed "health and safety"-related and is not subject to Monterey County shelter in place order
- Majority of FORA revenues are property-tax based
 - Upcoming FY 2020-21 revenues based on pre-COVID January 1, 2020 lien date
 - Monterey County did not waive penalties and interest on the April 10 deadline for the second installment
 - COVID-19 shelter-in-place order may impact adversely the future sale of new homes within the FORA jurisdiction
 - Projected coverage does not take into account any impacts from COVID-19 on pledged tax revenues
- Monterey County Auditor Controller has indicated that April 10 property tax collections do not seem to be affected by COVID-19 and that the collection rate is similar to last year



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Higher Education Benefitting Local Economy

- ▶ California State University Monterey Bay is located within FORA jurisdiction
 - ▶ Campus provides employment and stability to the region
- ▶ Over 7,500 students and over 1,000 full and part-time employees
- ▶ CSUMB updated Master Plan in 2017 identifies goal to double current enrollment; rigorous CIP planned to support that growth
- ▶ UC-system managed Fort Ord Natural Reserve on 600 acres within FORA jurisdictions provides for extension research and education programs



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Healthcare Anchoring Local Community

- ▶ Regional health and Wellness hub in Marina Project Area
 - ▶ Over \$100M recent investment
- ▶ VA Medical Center
 - ▶ 140,000 SF, 200 employees
- ▶ Montage Wellness Center
 - ▶ 63,000 SF, 2 of 3 buildings completed



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Growing Tech Industry Presence



- ▶ Recently announced \$590 million private sector investment
 - ▶ Joby Aviation is pioneering use of electric VTOL aircraft for use in personal transportation
- ▶ Planned 580,000 sf clean-tech manufacturing facility at Marina Airport on former Fort Ord
 - ▶ 600-1000 new jobs
 - ▶ Increased housing demand
 - ▶ Increased property tax revenue



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OVERVIEW OF PROJECT AREAS

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Marina Project Area #3 - Overview

- Formed in 1999
- 1,085 acres located on former Fort Ord
- City of Marina has two other RDAs (Marina Project Area #1 and Marina Airport) that are not pledged to the bonds
 - City fiscally merged all three project areas in 2009
- Plan limits irrelevant after SB 107 and are replaced by expiration of the enforceable obligations

Marina Project Area #3	
Adoption Date	11/2/1999
Base Year AV	\$30,389
Estimated Last FY of Tax Increment	2037-38



Substantial commercial developments (Dunes on Monterey Bay) and over 700 residential units completed; over 2,400 residential units, 400 hotel rooms, 400,000 SF office space, 400,000 SF industrial, and 29,000 SF retail entitled through 2030

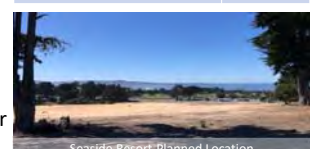


25

Seaside Fort Ord Project Area - Overview

- Formed in 2002
- 3,937 acres
- Project area includes two 18-hole golf courses, open space, barracks buildings, and associated infrastructure
- Plan limits irrelevant after SB 107 and are replaced by expiration of the enforceable obligations

Seaside Fort Ord Project Area	
Adoption Date	4/18/2002
Base Year AV	\$3,677,200
Estimated Last FY of Tax Increment	2032-33



Seaside Resort Planned Location

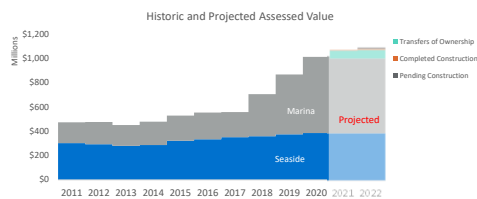
Over 380 residential units completed; over 120 residential units, 330 hotel rooms, and 10,000 SF retail entitled through 2027



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Historic and Projected Assessed Values

- Assessed values have grown by over \$538 million since 2011
 - \$473 million in FY11 to \$1.01 billion in FY20
 - Growth of more than 113%; over 9% average annual increase
 - Significant incremental value given low Marina Project Area base year values
- Additional increases expected from recent sales and construction
 - Another \$88.4 million expected by FY22 from recent home sales, completed construction and construction underway as of February 2020



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Projected FY21 and FY22 Assessed Values

- Based on FY19-20 AV
 - Reflects increases through mid-March
- Estimated AV increases
 - \$88.4 million in new AV over two years for Marina expected
 - No growth assumption for Seaside Project Area
 - Reflects transfers of ownership, completed construction and construction underway Jan. 1, 2019 through Feb. 2020
 - Construction values do not reflect any estimate for final sales prices

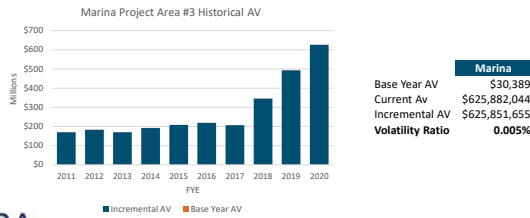
		Marina Project Area	
		Incr. Value	Avg AV/parcel
Transfers of Ownership			
2019	95	single family homes	\$ 62,910,313
2020	7	single family homes	\$ 5,460,208
	1	large lot parcel	\$ 984,400
			\$ 69,354,921
New Construction			
2019	16	single family homes	6,502,540
2020	2	single family homes	657,806
			\$ 7,160,346
Construction Underway			
2020	37	single family homes	\$ 11,884,881
			\$321,213



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Marina Project Area #3 Historical Assessed Values

- Marina Project Area #3 has experienced 15.5% average annual growth since 2011
 - AV has more than tripled since FYE 2017
- Substantial growth due to substantial new developments
 - 429-acre Dunes on Monterey Bay development
- Very low volatility ratio due to \$30K base year value

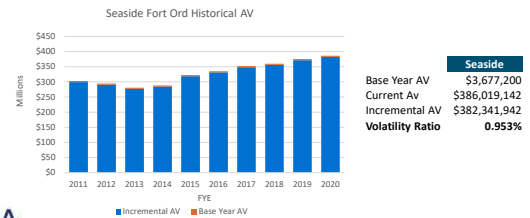


Source: EPS

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Seaside Fort Ord Historical Assessed Values

- Seaside Fort Ord Project Area has experienced 2.7% average annual growth since 2011
 - More "typical" growth profile due to significant level of development in place before 2011
- <1% volatility ratio due to \$3.6M base year value

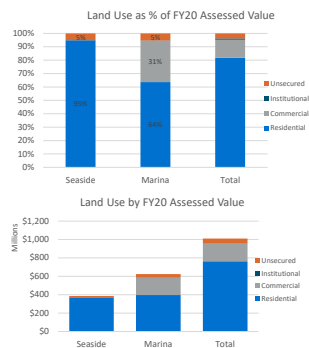


Source: EPS

30

Predominantly Residential Land Use

- Residential land use accounts for 76% overall taxable value
 - 95% of Seaside Fort Ord
 - 64% of Marina Project Area #3
- Commercial comprises 31% of land use in Marina; 19% overall



Source: EPS

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Current Sales Values Significantly Higher than Average Residential AV

- FY 2020 residential AV per parcel in Marina is 74% of average 2019 sales price;
- Chance of a COVID-19 Prop 8 rollback impacting AV on older housing stock is small

Project Area	FY 2020 Average Parcel AV (Residential)	Average Sales Price Reported in 2019	FY 2020 Avg. Parcel AV as % of Avg. 2019 Sales Price
Marina PA #3	\$629,972	\$848,553	74%
Seaside Fort Ord PA	\$574,878	N/A	N/A



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Land Use – Project Area Detail

- Residential represents 76% of both total parcels and taxable AV

	Seaside Fort Ord		Marina Project Area #3		Total All Project Areas	
	Parcels	% of Total	Parcels	% of Total	Parcels	% of Total
Residential	637	78.6%	632	73.7%	1269	76.1%
Commercial	0	0.0%	50	5.8%	50	3.0%
Institutional	4	0.5%	4	0.5%	8	0.5%
Miscellaneous	102	12.6%	100	11.7%	202	12.1%
Unsecured	67	8.3%	71	8.3%	138	8.3%
Total	810	100.0%	857	100.0%	1,667	100.0%
	Taxable AV	% of Total	Taxable AV	% of Total	Taxable AV	% of Total
Residential	\$366,197,339	94.9%	\$398,142,052	63.6%	\$764,339,391	75.5%
Commercial	\$0	0.0%	\$194,218,937	31.0%	\$194,218,937	19.2%
Institutional	\$447,413	0.1%	\$16,828	0.0%	\$464,241	0.0%
Miscellaneous	\$0	0.0%	\$0	0.0%	\$0	0.0%
Unsecured	\$19,374,390	5.0%	\$33,504,227	5.4%	\$52,878,617	5.2%
Total	\$386,019,142	100.0%	\$625,882,044	100.0%	\$1,011,901,186	100.0%



Source: EPS

33

Top 10 Taxpayers – Combined for All Project Areas

- Top 10 between all 3 project areas comprise 28% of total AV
- Anchored by two medical centers and Dunes on Monterey Bay shopping center
- As single-family homebuilders continue to develop and sell homes, their relative concentration is expected to diminish

Assessee	Project Area	Primary Use(s)	Total Parcels	FYE 2020 Total Secured and Unsecured AV	% of Total / Incremental AV
1 Hamstra-Appleton LLC	Marina	Medical Center	1	\$51,781,173	5.14%
2 Wathen Castanos Peterson Homes Inc	Marina	New Homes (Underdeveloped)	3	\$46,009,200	4.56%
3 Sunbay Resort Associates LLS	Seaside	Resort Rentals	1	\$37,870,000	3.76%
4 Pacific Coast Highway Property LLC	Marina	Dunes shopping center	13	\$36,170,000	3.59%
5 Target Corporation	Marina	Dunes shopping center	2	\$25,574,710	2.54%
6 Community Hospital Properties Inc	Marina	Medical Center	5	\$24,227,509	2.40%
7 Monterey Peninsula Hotels Group LP	Marina	Hotel	1	\$19,979,845	1.98%
8 WC Marina LLC	Marina	New Homes (Under Development)	65	\$17,401,409	1.73%
9 B&B Golf Course Properties LLC	Seaside	Golf Course Operations	3	\$16,564,882	1.64%
10 Alliance Residential Co. Inc.	Marina	Multifamily Homes	2	\$15,500,564	1.54%
Total			94	\$291,079,292	28.87%
Total Taxable Assessed Value				\$1,011,901,186	



Source: EPS

34

Top 10 Taxpayers – Seaside Fort Ord

- Top 10 taxpayers represent 22% of total 2019-20 Assessed Value
- All secured parcels with exception of B&B Golf Course Properties LLC
- 811 total parcels in the Project Area

Assessee	Primary Use(s)	Total Parcels	FYE 2020 Total Secured and Unsecured AV	% of Total / Incremental AV
1 Sunbay Resort Associates LLS	Resort Rentals	1	\$37,870,000	9.8%
2 B&B Golf Course Properties LLC*	Golf Course Operations	3	\$16,564,882	4.3%
3 Bay View Community LLC	Mobile Home Park	223	\$7,870,825	2.0%
4 Seaside Resort Estates LLC	Resort	25	\$6,550,875	1.7%
5 Machado Laura C TR	Single Family Homes	6	\$4,441,833	1.2%
6 Chung Hui Ryoung TR	Single Family Homes	4	\$3,398,737	0.9%
7 Tier Gayle D TR	Single Family Homes	1	\$1,957,754	0.5%
8 Madden Dwalin J TR	Single Family Homes	2	\$1,730,542	0.4%
9 Milowicki Edward J & Patricia M TRS	Single Family Homes	2	\$1,597,735	0.4%
10 An Yu	Single Family Homes	2	\$1,454,142	0.4%
Total		269	\$63,437,345	21.6%
Total Taxable Assessed Value			\$386,019,142	

*Represents unsecured parcels



Source: EPS

35

Top 10 Taxpayers – Marina Project #3

- Top 10 taxpayers represent 42% of total 2019-20 Assessed Value
- All secured parcels with exception of one of Target's parcels and the two parcels related to Alliance Residential Co.
- 857 total parcels in the project area

Assessee	Primary Use(s)	Total Parcels	FYE 2020 Total Secured and Unsecured AV	% of Total / Incremental AV
1 Hamstra-Appleton LLC	Medical Center	1	\$51,781,173	8.3%
2 Wathen Castanos Peterson Homes Inc	New Homes (Underdeveloped)	3	\$46,009,200	7.4%
3 Pacific Coast Highway Property LLC	Dunes Shopping Center	13	\$36,170,000	5.8%
4 Target Corporation**	Dunes Shopping Center	2	\$25,574,710	4.1%
5 Community Hospital Properties Inc	Medical Center	5	\$24,227,509	3.9%
6 Monterey Peninsula Hotels Group LP	Hotel	1	\$19,979,845	3.2%
7 WC Marina LLC	New Homes (Under Development)	65	\$17,401,409	2.8%
8 Alliance Residential Co Inc**	Multifamily Homes	2	\$15,500,564	2.5%
9 Marina Community Partners LLC	New Homes and Commercial (Under Development)	25	\$14,862,625	2.4%
10 Kohls Department Stores Inc	Department Store	1	\$8,830,000	1.4%
Total		118	\$260,337,035	41.6%
Total Taxable Assessed Value			\$625,882,044	

*Includes one unsecured parcel valued at \$1.57M

**Both parcels are unsecured



Source: EPS

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Outstanding Appeals

- ▶ Only Marina Project Area #3 currently has open appeals
 - ▶ 49 open appeals filings over the last 5 years
 - ▶ \$104M value of contested AV
- ▶ Last 5 years - 19 resolved appeals, with an average of 15.2% reduction
 - ▶ Reduction in contested AV by 15.2% would result in projected adjusted value of \$88.2M with a reduction of \$16 million in AV

Fiscal Year	Open Appeals Filings	Assessed Valuation		Estimated Resolved Assessed Valuation	
		Contested Value	Applicant Opinion	Resolved Value	Value Reduction
2014-2015	13	\$17,255,081	\$5,764,800	\$14,633,062	\$2,622,019
2015-2016	0	\$0	\$0	\$0	\$0
2016-2017	10	\$19,276,345	\$9,008,772	\$16,347,182	\$2,929,163
2017-2018	7	\$11,985,554	\$4,196,000	\$10,164,273	\$1,821,281
2018-2019	19	\$55,487,036	\$31,371,042	\$47,055,428	\$8,431,608
Totals	49	\$104,004,016	\$50,340,614	\$88,199,945	\$15,804,071



Source: EPS

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Tax Levy and Collections

- ▶ Combined tax levy and assessment roll collections for all three project areas consistently over 97% of assessment rolls and over 99% inclusive of all collections
 - ▶ All collections include supplemental taxes and prior year's delinquent taxes and penalties
 - ▶ Marina has significant amount of supplemental taxes, resulting in total collections consistently over 100%
- ▶ Property tax collections are not subject to the Teeter Plan

FY	Seaside Fort Ord		Marina Project Area #3		All Project Area Collections (as % of Levy)
	Tax Levy	All Collections (as % of Levy)	Tax Levy	All Collections (as % of Levy)	
2014-15	3,191,938	100.19%	2,078,753	100.40%	100.27%
2015-16	3,322,541	98.48%	2,195,978	101.75%	99.78%
2016-17	3,495,616	99.85%	3,076,444	115.13%	107.00%
2017-18	3,581,195	100.23%	3,464,856	119.51%	109.71%
2018-19	3,735,976	100.45%	4,942,890	114.74%	108.59%
Average		99.84%		110.31%	106.07%



Source: EPS

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Tax Increment Collection Timeframes

- ▶ FORA receives pass through payments through the life of each respective Successor Agency
- ▶ Marina Successor Agency
 - ▶ Issued 2018 Tax Allocation Bonds with a final maturity of 9/1/2038
 - ▶ Cash DSRF effectively shortens final maturity to 9/1/2037
 - ▶ Plans to issue 2020 Tax Allocation Bonds with a final maturity of 9/1/2040
 - ▶ FORA tax increment through 9/1/2037
- ▶ Seaside Successor Agency
 - ▶ Issued 2014 Tax Allocation Bonds with a final maturity of 8/1/2033
 - ▶ Assumed last year of Seaside pass through payment in Fiscal year 2032-33
 - ▶ FORA tax increment through 9/1/2032



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Cashflows & FORA Revenues

- ▶ FORA receives 35% share of net tax increment
 - ▶ Net of 20% housing set-aside and school pass throughs
 - ▶ Obligation to pay passthroughs continues until all enforceable obligations of the respective Successor Agency are paid off and Successor Agency is dissolved
- ▶ After accounting for passthroughs and set-aside, FORA's share is 23% of tax increment

	FORA Bonds 2019-20 Tax Increment Revenues	
	Seaside	Marina
Incremental AV	\$382,341,942	\$625,851,655
Tax Increment on Assessed Value	\$1,823,419	\$6,258,517
Unitary Revenue	\$18,125	\$10,538
Total Tax Increment	\$3,841,544	\$6,269,055
Less 20% Housing Set-Aside	(\$764,584)	(\$1,251,703)
Less School Pass Through Amounts	(\$424,877)	(\$955,369)
Remaining Tax Increment	\$2,652,083	\$4,061,983
FORA Tax Increment (35% Share)	\$928,194	\$1,421,694
FORA Tax Increment as % of Gross Tax Increment	24.2%	22.7%
FORA Tax Increment as % of Incremental AV	0.243%	0.227%



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- ▶ **FORA property tax revenues increased 64% in the last five years**
- ▶ Large increases in Marina due to development projects underway and recently completed

	FYE	Seaside Port Fund	Marina Project	Total	Total	YOC %
			Area #83	Receivables	Receivables	
Projected	2014	\$698,534				0.0%
	2015	\$761,895	\$499,854	\$1,261,749		10.1%
	2016	\$791,741	\$517,406	\$1,309,787		3.1%
	2017	\$850,077	\$566,226	\$1,416,303		8.0%
	2018	\$874,971	\$809,475	\$1,684,446		11.0%
	2019	\$868,442	\$1,013,262	\$1,881,704		11.7%
	2020	\$828,134	\$1,421,228	\$2,349,886		14.0%
	2021	\$828,134	\$1,538,420	\$2,366,554		14.0%
	2022	\$828,134	\$1,579,762	\$2,507,956		1.7%
	2023	\$828,134	\$1,579,762	\$2,507,956		0.0%
	2024	\$828,134	\$1,579,762	\$2,507,956		0.0%
	2025	\$828,134	\$1,579,762	\$2,507,956		0.0%
	2026	\$828,134	\$1,579,762	\$2,507,956		0.0%
	2027	\$828,134	\$1,579,762	\$2,507,956		0.0%
	2028	\$828,134	\$1,579,762	\$2,507,956		0.0%
	2029	\$828,134	\$1,579,762	\$2,507,956		0.0%
	2030	\$828,134	\$1,579,762	\$2,507,956		0.0%
	2031	\$828,134	\$1,579,762	\$2,507,956		0.0%
	2032	\$828,134	\$1,579,762	\$2,507,956		0.0%
	2033		\$1,579,762	\$2,507,956		0.0%
2034		\$1,579,762	\$2,507,956		0.0%	
2035		\$1,579,762	\$2,507,956		0.0%	
2036		\$1,579,762	\$2,507,956		0.0%	
2037		\$1,579,762	\$2,507,956		0.0%	
2038		\$1,579,762	\$2,507,956		0.0%	
	Total	\$16,911,066	\$33,770,862	\$50,681,928		



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- ▶ Successful validation action completed March 12
- ▶ Indenture pledges the tax increment from all three project areas
- ▶ There is a single pooled debt service reserve fund for the entire bond issue
- ▶ Bond amortization is structured to match the expiration of the underlying enforceable obligations for each project area
- ▶ Bonds will be taxable because of the likely reuse of remediated properties for private development
- ▶ 1.25x coverage ratio



Sources of Funds		Bond Year (9/1)	FOIA Tax Revenues	Principal	Interest	Total Debt Service	Coverage
Bond Par	\$25,405,000						
Escrow Term Bond Par	\$5,000,000	2020	\$2,349,888	\$1,275,000	\$151,285	\$1,876,285	1.25x
Total Sources of Funds	\$30,405,000	2021	\$2,466,614	\$1,275,000	\$695,960	\$1,976,960	1.25x
		2022	\$2,507,956	\$1,335,000	\$666,380	\$2,001,380	1.25x
		2023	\$2,507,956	\$1,370,000	\$658,408	\$2,005,408	1.25x
Building Renovation	\$18,704,318	2024	\$2,507,956	\$1,400,000	\$660,624	\$2,000,624	1.25x
Escrow Term Bond (Est.)	\$5,000,000	2025	\$2,507,956	\$1,435,000	\$577,144	\$2,006,144	1.25x
CAIPERS Termination (Est.)	\$5,000,000	2026	\$2,507,956	\$1,465,000	\$537,852	\$2,002,852	1.25x
Cap-131/2024 on Escrow Term Bond	\$705,908	2027	\$2,507,956	\$1,510,000	\$495,220	\$2,005,220	1.25x
Costs of Issuance*	\$994,834	2028	\$2,507,956	\$1,550,000	\$454,279	\$2,001,279	1.25x
Total Uses of Funds	\$30,405,000	2029	\$2,507,956	\$1,600,000	\$400,174	\$2,006,174	1.25x
		2030	\$2,507,956	\$1,640,000	\$359,610	\$2,005,610	1.25x
		2031	\$2,507,956	\$1,695,000	\$310,100	\$2,005,100	1.25x
		2032	\$2,507,956	\$1,745,000	\$259,080	\$2,004,080	1.25x
		2033	\$2,579,762	\$1,055,000	\$206,556	\$1,261,556	1.25x
		2034	\$1,579,762	\$1,085,000	\$154,800	\$1,239,800	1.25x
		2035	\$1,579,762	\$1,130,000	\$117,570	\$1,262,570	1.25x
		2036	\$1,579,762	\$1,170,000	\$89,340	\$1,260,340	1.25x
		2037	\$1,579,762	\$1,215,000	\$66,170	\$1,261,170	1.25x
		Total	\$40,302,328	\$25,405,000	\$6,794,842	\$23,192,842	

Note: this debt service schedule does not include debt service on the escrow term bond on/after 9/1/2024, and assume it is not released (i.e. a no AV growth scenario). Please refer to cashflows that have been provided for debt service in the event of AV growth triggering release of the escrow term bond



Coverage Sensitivity – Max Loss for 1.0x Coverage

- ▶ Loss of 20% of AV in both project areas combined leaves 1.0x coverage
- ▶ Near zero volatility ratio mitigates risk of loss of AV
- ▶ Reduction in AV during Great Recession was less than 20% for each Project Area

	Seaside	Marina	Total
FY 2022 AV	386,019,142	698,478,112	1,084,497,254
Less: Base Year AV	3,677,200	30,389	3,707,589
Incremental AV	382,341,942	698,447,723	1,080,789,665
FORA Tax Increment as % of Incremental AV	0.243%	0.226%	0.232%
Projected tax increment	928,194	1,579,762	2,507,956
MADS for FY 2022 at 1.25x coverage	742,555	1,263,810	2,006,174
% Reduction in Incremental AV for 1.0x Coverage	-20.00%	-20.00%	-20.01%
% Reduction in incremental AV during Great Recession	-7.84%	-18.41%	



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Coverage Sensitivity – Loss of Top 2 Taxpayers

- ▶ Loss of top two from any one project area does not impact ability to pay debt service
- ▶ Loss of top 2 taxpayers in Marina and Seaside results in overall coverage of 1.11x and 1.16x, respectively
- ▶ Loss of top 2 taxpayers on a combined basis (Hamstra Appleton and Wathen Castanos Peterson Homes) results in 1.15x coverage overall

Scenario 1: Loss of Top 2 Taxpayers

	Marina Project Area #3	Seaside Project Area	Loss of Top 2 From Combined Top 10
FY 20-21 Project Area Tax Increment	1,538,420	928,194	2,466,614
% reduction in AV from Loss of Taxpayers	15.62%	14.10%	6.72%
Project Area Tax Increment after Reduction	1,296,051	797,304	2,093,355
2020 Bonds Maximum Sizing*	2,006,174	2,006,174	2,006,174
Remaining FY 20-21 Total Pledged TI for All Project Areas**	2,226,245	2,335,724	2,300,800
Overall Percentage Reduction	9.74%	5.31%	6.72%
Coverage in Reduction Scenario	1.11x	1.16x	1.15x

*Assumes 1.25x Coverage relative to tax increment

**Assumes 2 Project Area largest taxpayers are lost from any Project Area



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FORA's Credit is Resilient Under Stress

- ▶ Credit can sustain loss of \$217 million in AV and still maintain 1.0x debt service coverage on the 2020 Bonds without drawing on reserves



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CONCLUSION AND SCHEDULE

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Why FORA is an “A” Category Credit

- ▶ 113% AV growth in last 9 years
 - ▶ Represents \$538M growth
- ▶ Volatility ratio is near zero, significantly mitigating risk of loss of AV due to COVID-19
- ▶ April 10, 2020 tax collections largely unaffected by COVID-19
- ▶ Very attractive location on Monterey Bay
- ▶ Coverage maintained even with a loss of top 5 taxpayers
 - ▶ Coverage maintained with 20% loss in AV for each project area
- ▶ Prior development on Fort Ord site, CSUMB, housing and commercial developments have reinforced the area's appeal



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Financing Schedule

■ April 23	Credit Presentation to S&P
■ May 20	Receive Rating & Bond Insurer Bids
■ May 22	FORA Board Approval of POS and Legal Documents
■ June 3*	Pricing
■ June 17*	Closing
■ June 30, 2020	FORA Dissolution

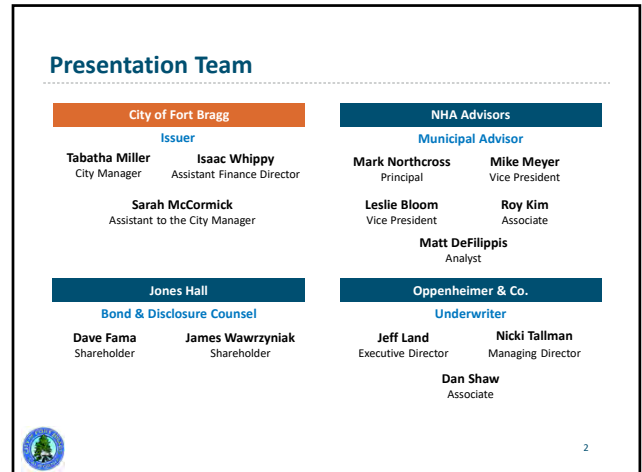
*Estimated, subject to change based on market conditions



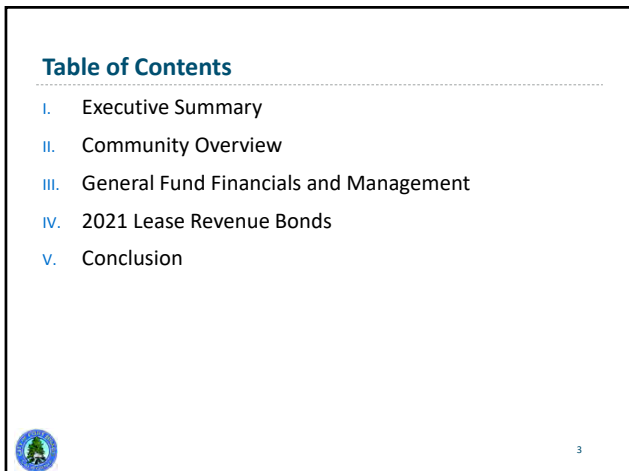
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Executive Summary

- City of Fort Bragg is issuing approximately \$11.4M of taxable Lease Revenue Bonds ("LRBs")
 - \$3.5M New Money: 30-Year term with proceeds used for clean-up/remediation of property at Southern Mill Site
 - Site of potential 205-acre development; including open space preservation, affordable housing, hospital, public facilities and partnership with Noyo Center for Marine Science and Sherwood Valley Band of Pomo
 - \$7.5M UAL Restructuring: Series B: Strategically funds about 68% of current CalPERS UAL; projected funding ratio of 95-98% after recent CalPERS returns and new assumptions changes are implemented
 - 20-Year LRB structured to create more affordable and smoother/lower overall repayment schedule that enhances budgetary flexibility and resiliency to future economic shocks
 - Estimated \$3.6M of expected savings through 2035; estimated NPV savings of \$1.8M (23.4%)

Key Credit Highlights

- Experienced/conservative financial management with robust financial controls and policies
 - Operating Reserve, Litigation Reserve, Recession Reserve, Pension Funding Policy
 - Disciplined approach to reducing expenses through strategic staffing reduction April 2020
- Very strong financial performance and budgetary flexibility
 - City has weathered the Pandemic well; resilient and growing TOT and sales taxes
 - \$3.9M estimated fund balance for FY 2021 (45% of expenses) after \$1.2M surplus generated
 - Total governmental available cash of \$5.5M; 66% of Governmental Fund expenditures in FY 2021
- Idyllic coastal location on Mendocino Coast provides travelers and residents with small town charm, historical monuments/museums, world-class scenery (nature, wildlife) and abundance of outdoor recreational activities



5



COMMUNITY OVERVIEW

6

City Overview

- The City is located next to the Pacific Ocean in northwestern Mendocino County (the "County") and is about 170 miles north of San Francisco
- Incorporated in 1889 as a general law city
- Fishing, wood production, and tourism are the City's primary industries
- Population (As of January 1, 2021): 7,409
 - Daytime population estimated to be above 10,000



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Fort Bragg – A Traveler's Destination

- Fort Bragg's neighborliness and community spirit sets it apart from other California beach destinations
- The City's remoteness attracts visitors seeking a sense of freedom and adventure
- Picturesque views of the Pacific Ocean and notable attractions, such as Glass Beach and the Historic Skunk Train
- Visitors can hike, bike, eat and drink, kayak, and beachcomb for most of the year because of the City's mild climate



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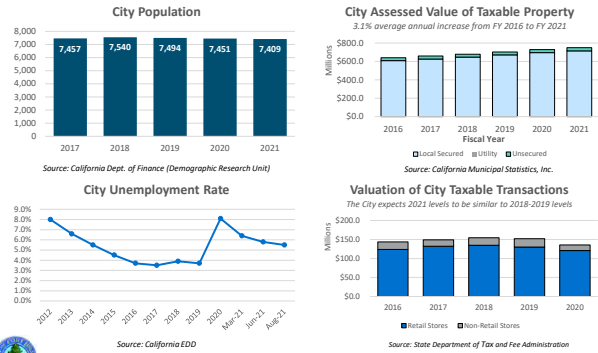
Fort Bragg – A Historic Landmark

- ▶ The City has landmarks scattered throughout town, including historical trains, churches, state parks, botanical gardens and lighthouses
- ▶ The City hosts a variety events throughout the year that are popular among residents and tourists alike, including:
 - ▶ Paul Bunyan Days
 - ▶ Fort Bragg Whale Festival
 - ▶ Restaurant Week
 - ▶ Annual Rhododendron Show
 - ▶ Nor Coast Rodders Classic Car Show



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City Statistics and Trends

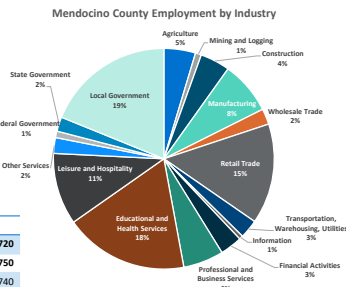


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Mendocino County Economic Base

- ▶ Mendocino County has a diversified economic base, anchored by Local Government, Educational and Health Services, and Retail Trade
- ▶ The top 3 industries account for 46.7% of the County's total industry employment

Total, All Industries	33,720
Top Three Industries	15,750
(1) Local Government	5,740
(2) Educational and Health Services	5,530
(3) Retail Trade	4,480



Source: State of California Employment Development Department

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City Taxpayer Base – Top 20 Property Taxpayers

- ▶ Top 10 property taxpayers account for 11.4% of total FY 2020-21 Secured AV
- ▶ Top 20 account for 16.5% of total FY 2020-21 Secured AV

Property Owner	2020-21 Primary Land Use	Assessed Valuation	% of Total
Mendocino Railway LLC	Industrial Land	\$17,067,924	2.39%
Rap Investors LP	Hotel/Motel	\$11,727,177	1.64%
The Boatyard Associates Phase II	Shopping Center	\$10,666,731	1.49%
Georgia Pacific Corporation	Timber/Re-Use Development	\$9,539,030	1.33%
Safeway Inc.	Commercial	\$7,148,356	1.00%
Ghulam Murtaza & Tenzila Ansari	Hotel/Motel	\$5,598,491	0.78%
Jeanette Colombi, Trustee	Hotel/Motel	\$5,167,218	0.72%
Jason S. Hurst	Hotel/Motel	\$5,003,053	0.70%
Tanti Family II LLC	Hotel/Motel	\$4,737,667	0.66%
Kuami Kao	Hotel/Motel	\$4,684,566	0.65%
Kashi Keshav Investments LLC	Hotel/Motel	\$4,443,280	0.62%
Grosvenor Van Ness Associates	Multi-Family Residential	\$4,370,400	0.61%
Longs Drug Stores California LLC	Commercial	\$4,073,878	0.57%
Ronald R. Ray, Trustee	Industrial	\$4,023,757	0.56%
Fort Bragg Hotel LLC	Hotel/Motel	\$3,773,139	0.53%
Michael V. & Dona H. Lee, Trustees	Multi-Family Residential	\$3,482,324	0.49%
Richard J. & Julie Keaton	Hotel/Motel	\$3,379,927	0.47%
Fort Bragg Investments LLC	Hotel/Motel	\$3,227,961	0.45%
Moura Senior Housing	Multi-Family Residential	\$2,846,694	0.40%
Kempco Liquid Gas Corporation	Industrial	\$2,815,632	0.39%
Total		\$117,777,215	16.46%
Total FY 2020-21 Secured AV		\$715,598,160	

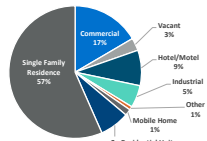
Source: California Municipal Statistics, Inc.

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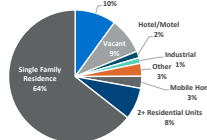
City Land Use and Parcel Values

- City assessed valuation ("AV") is primarily comprised of single family residential (57%) and commercial (17%)
- 2,700 total parcels in FY 2020-21
 - Single-Family Residences make up 64% of total parcels

FY 2020-21 Secured Assessed Valuation by Land Use



FY 2020-21 Parcel Count by Land Use



Source: California Municipal Statistics

Top Sales Tax Producers

- The City's sales tax cash receipts have rebounded since 2020 lows
 - Sales tax cash receipts recorded in Q1 2021 were 47.7% greater than sales tax cash receipts recorded in Q1 2020
- The City's Top 25 Sales Tax Producers include household names in retail, food products, and automotive, as well as local names in construction
 - In Q1 2021, the City's construction businesses saw a substantial increase (15%) in business activity compared to Q4 2020

City of Fort Bragg - Top 25 Sales Tax Producers (Q1 2021)

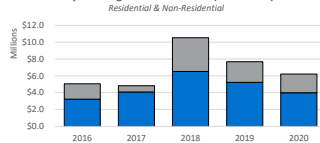
Arco AM/PM Mini Marts
Cancini TV & Appliance
Chevron Service Stations
CVS/Pharmacy
Dollar Tree Stores
Geo Aggregates
Harvest Market
Kemppe Liquid Gas
McDonald's Restaurants
Mendo Mill & Lumber Company
Mendocino County Horticulture Supply
O'Reilly Auto Parts
Purity Supermarket
Redwood Coast Fuels
Rino Service Stations
Rite Aid Drug Stores
Rossi Building Materials
Safeway Stores
Sinclair Service Stations
Sport Chrysler-Jeep-Dodge
Taco Bell
The Brewery Shop
True Value Hardware
Two Short Sales
US Cellular

Source: Avenue Economic Outlook - July 2021 (City of Fort Bragg)

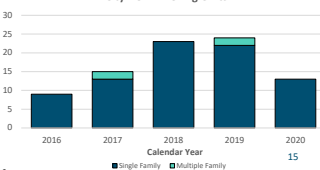
Fort Bragg Building Permit Activity

- Annual permit valuation has consistently been above \$4.5 million each year from CY 2016-2020
- Fort Bragg permitted 84 new dwelling units from CY 2016-2020
 - The number of new dwelling units increased 167% from CY 2016-2019
- Notable FY 2021 building permit activity
 - 69-unit development dedicated to senior and workforce housing
 - Grocery Outlet

City Building Permit Valuation (2016-2020)



City New Dwelling Units



Source: Construction Industry Research Board, Building Permit Summary

Downtown Revitalization Project and Focus on Sustainable Development

- Central Business District (CBD)**
 - Downtown development is pedestrian oriented and primarily accommodates retail shops, art galleries, eateries, and government or professional offices
- Blue Economy**
 - The City is exploring how a strategic focus on the development of Fort Bragg's ocean resources could be a driver and enabler for the local economy
 - Sustainable development is an important consideration when setting economic priorities for the reuse of the former Georgia Pacific Mill Site (see next slide)
- Coastal Trail Project**
 - Completed Phase I and Phase II which includes 4.5 miles of trail on 102 acres of the old Georgia-Pacific mill site, 30+ acres of naturally restored industrial land, one-of-a-kind artist created benches, and other amenities
- Broadband Project**
 - \$12M project that will be potentially funded from ARPA monies (\$1.75M), grants (\$4M) and utility funds (\$6M)



Central Business District



Noyo Harbor



Coastal Trail Project

Development of the Georgia Pacific Mill Site

- ▶ Since 2004, the City has been actively engaged in the environmental remediation process of the former Georgia Pacific Mill site
- ▶ The City intends to acquire, environmentally clean-up, and put to new uses
 - ▶ The remediation is a critical step in preparing the Mill Site for future redevelopment, which is anticipated to be an economic catalyst for the City
 - ▶ Potential uses of the site include affordable housing, open space preservation, public facilities, commercial/residential development, a new hospital
 - ▶ City is focused on sustainable uses of the property to align with its "Blue Economy"



- ▶ The exact timing of the acquisition, clean-up and re-use are uncertain
- ▶ The current estimate for the remediation cost to be financed through the proceeds of the 2021 COPs is \$3.5 million



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Additional Development Enhancing Quality of City's Utility Assets and Resources

Solid Waste Transfer Station

- Construction and operation of a municipal solid waste transfer station serving the City and the County's surrounding unincorporated coastal area

\$19M Wastewater Facility Upgrade

- Completed in Spring 2020, the upgrade greatly improves the quality and reliability of wastewater treatment; includes the rehabilitation of three sewer lift stations

Raw Water Line Replacement Projects

- Although portions of the City's raw water transmission main from the City's Water sources to the water treatment plant have been replaced over the years, approximately 15,000 feet of pipe needs replacement. Design work for the next three phases is underway and construction is expected to start in 2022.

Summers Lane Reservoir

- The City completed development and construction a 45-acre-foot raw water reservoir in late 2016
- The reservoir is located on City-owned property at Newman Gulch and increases water storage by 70%



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Addressing the Current Water Shortage

- ▶ The City Council declared a Stage 4 Water Crisis at its regularly scheduled meeting on September 13, 2021
 - ▶ Targets a 30-40% decrease in seasonal water use based on the most recent year in which water conservation measures were not required (2019)
 - ▶ Through September, City's usage dropped 32%, in line with the 30-40% goal
 - ▶ Downgrade to Stage 2 Water Warning will be recommended at October 12, 2021 meeting
- ▶ City has partnered with Mendocino County and City of Ukiah to ensure water supply needs are met (includes water hauling from Ukiah)
- ▶ Increased flows in the Noyo River have also allowed the City to divert water from Waterfall Gulch to the Summers Lane Reservoir to restore some of the supply used in September; reservoir has increased to 82% of capacity – above the 70% estimated initially projected
- ▶ City received a new Desalination-Reverse Osmosis Treatment System in September from Aquaclear which is now operational
 - ▶ The Groundwater Treatment Equipment will allow the City to use the Fort Bragg Unified School District's irrigation well water for potable water
- ▶ **No Impact to the General Fund:** Rate revenue generates sufficient funding to avoid any need for subsidies from the General Fund
 - ▶ The desalination unit and the ground water treatment system will be reimbursed by the State Water Resources Control Board (\$691,796)



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GENERAL FUND FINANCIALS AND MANAGEMENT

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Robust and Sound Financial Policies & Practices

Investment Policy

- The Finance Director presents an investment policy to the City Council for review and modification on an annual basis
- Reports regarding the City's investment portfolio and cash are reviewed by the Finance & Administration Committee and City Council at Q1, mid-year and fiscal year end

Debt Management Policy

- Addresses allowable purposes for issuing debt, permitted types of debt, goals related to planning and debt, etc.

General Fund Reserve Policies

- General Fund Operating Reserve: 15-20% of annual operating expenditures. Currently funded at 15%
- Litigation Reserve: Currently funded at \$200,000
- Recession Reserve: 5% of the City's annual operating budget
- Pension/OPEB: Each year, 50% of year end surplus shall be applied to the City's CalPERS and OPEB liabilities.

Pension Funding Policy

- Planned Adoption on October 12, 2021
- Establishes a Section 115 Pension Trust
- Establishes a target funded status of 90%-100% for each of the City's CalPERS plans
- Policy will be reviewed at least every 5 years

Capital Improvement Plan

- The City has a five-year Capital Improvement Program (CIP)
- The funding for the first year of each five-year CIP is appropriated as a component of the annual operating budget

Cyber Security Practices

- The City is in the process of testing and updating systems and will put together a policy based on the results of this current review process

Budget Practices

- The Finance Department prepares a Mid-Year Performance Report, and the City Council conducts a Mid-Year Budget Workshop (typically in March)
- Another budget workshop is held in May before the budget is adopted in June
- The Finance Director provides periodic budget status reports to the City Manager, the City Council and Department Heads

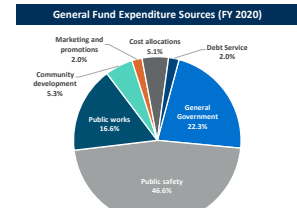
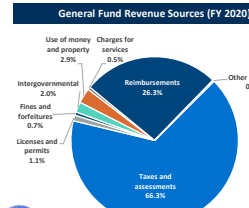
Financial Forecasting & Modeling

- Beginning with the FY 2017-18 budget, the City's finance department has prepared a **five-year budget forecast** for the General Fund
- The five-year forecast is updated each year prior to the mid-year budget review meeting
- City also recently purchased **GovInvest software** to better model out **pension liabilities** under varying scenarios

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General Fund: Composition of Revenues and Expenditures \$1.2M Surplus Estimated for FY 2021

- Audited FY 2020 revenues of \$8.9M; Unaudited FY 2021 revenues of \$9.7M
 - In FY 2020, 66% of General Fund revenues were derived from taxes
- Audited FY 2020 expenditures of \$9.3M; Unaudited FY 2021 revenues of \$8.5M
 - In FY 2020, 47% of General Fund expenditures going towards Public Safety



Source: City Finance Department and City of Fort Bragg - audited financial statements for fiscal year 2019-20

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General Fund: Operating Statement

- Total revenues decreased from FY 2019 to FY 2020 primarily due to a decline in Transient Occupancy Tax (TOT) revenues, as a result of shelter-in-place orders
- FY 2021 Taxes and Assessment revenues rebounded back to \$7.2M (16% above Pre-COVID levels from FY 2019)
- Tax and Assessment revenue conservatively budgeted to be \$6.6M for FY 2021-22

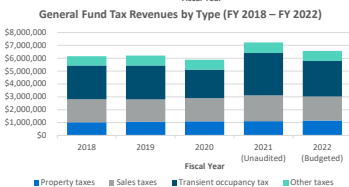
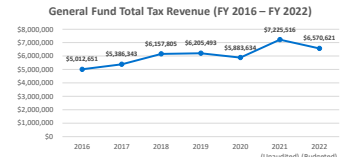
	FY 2015-16	2016-17	2017-18	2018-19	2019-20
Revenues					
Taxes and assessments	\$1,012,651	\$1,386,343	\$6,157,805	\$6,205,589	\$5,883,634
Licenses and permits	272,924	91,339	124,830	124,829	97,307
Fees and forfeitures	18,140	30,723	34,563	70,057	59,561
Intergovernmental	33,466	9,752	35,338	34,231	173,996
Use of money and property	44,011	22,502	120,374	201,030	260,597
Charges for services	206,855	175,628	61,296	70,403	44,889
Reimbursements	3,413,306	2,344,789	2,690,621	2,452,767	2,355,292
Operating grant revenue	—	—	120,793	544,628	—
Other revenues	112,111	196,760	28,946	37,220	23,465
Total Revenues	5,113,664	5,336,710	9,379,822	9,386,529	8,977,942
Expenditures					
Current:					
General Government	2,615,894	2,598,792	2,842,694	2,511,230	2,680,122
Public safety	1,670,183	1,866,396	4,108,263	3,949,089	4,341,045
Public works	1,596,138	1,621,066	1,674,260	1,795,323	1,549,086
Community development	450,360	463,453	663,540	773,312	688,138
Marketing and promotions	—	—	—	—	185,623
Cost allocations	—	—	—	—	474,504
Capital outlay:					
Debt Service-principal	121,418	126,509	168,825	174,556	180,427
Debt Service-interest and fiscal charges	26,152	21,060	25,708	30,977	5,096
Total expenditures	6,473,347	6,597,260	9,435,238	9,284,487	9,325,549
Excess (deficiency) of revenues over expenditures	(638,119)	(260,550)	(105,416)	(198,441)	(437,607)
Other financing transactions					
Proceeds from sales of assets	40	—	—	—	5,552
Transfers in	73,276	285,025	198,789	84,337	490,302
Transfers out	(80,330)	(2,180,049)	(88,775)	(88,356)	(505,511)
Total other financing sources	(7,814)	(1,895,024)	110,014	14,389	12,347
Net change in fund balances	630,705	(2,281,560)	(147,462)	(182,152)	(405,884)
Beginning of year	4,975,789	5,388,494	3,106,935	2,918,474	3,343,126
End of year	\$5,388,494	\$3,106,934	\$2,969,473	\$2,736,322	\$2,937,242

Source: City Finance Department and City of Fort Bragg - audited financial statements for fiscal years 2015-16 through 2019-20

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General Fund Tax Revenues by Source

- From FY 2016 to FY 2019, total tax revenues increased 23.8%
- The City's FY 2020 General Fund tax revenues declined in comparison to FY 2019 due to a decrease in TOT revenue
 - TOT revenue is the only category of tax revenue that decreased from FY 2019 to FY 2020
- The City has seen FY 2021 total tax revenues increase above FY 2019 levels, and expects FY 2022 tax revenues to do the same
- Comparing FY 2021 to FY 2020, the City experienced a 50% increase in TOT revenue, an 11% increase in Sales Tax revenue, a 5.4% increase in Other Taxes revenue, and a 0.7% increase in Property Tax revenue

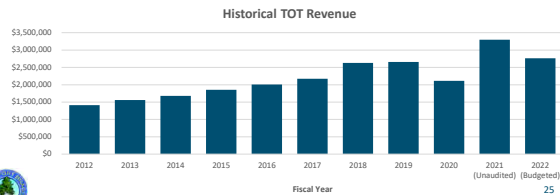


Source: City Finance Department and City of Fort Bragg - audited financial statements for fiscal years 2015-16 through 2019-20

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Transient Occupancy Tax (TOT)

- TOT revenue has increased every year since FY 2012, except for FY 2020, when shelter-in-place orders dramatically limited City tourism
 - From FY 2012 to FY 2019, TOT revenue increased 88.3%
- The City increased the TOT in April 2017 from 10% to 12%
 - Increase provides funding for the Visit Fort Bragg Campaign (1.00%), the Noyo Center for Marine Science (0.25%), Coastal Trail (0.50%), Maintenance and special projects (0.25%)
- TOT revenues rebounded in FY 2021 and are approximately \$658,000 higher (24.9% increase) than FY 2019 TOT revenues
- Based on preliminary numbers for FY 2021-22, the City anticipates its TOT collections will continue to surpass pre-COVID-19 levels



Source: City of Fort Bragg

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FY 2021 and FY 2022 Budgets

Revenues:

- Total General Fund Revenues in FY 2021-22 are budgeted to be 2.7% greater than FY 2020-21 estimated values

Expenditures:

- The increase in total expenditures from FY 2020-21 to FY 2021-22 is partially driven by an increase in staffing costs
- Lower staffing costs in FY 2020-21 are due to City's significant staffing reductions in April 2020, which included eliminating positions, freezing positions, and reducing pay to some employees
- Pay has since increased and some positions have been restored, leading to higher staffing costs in FY 2021-22

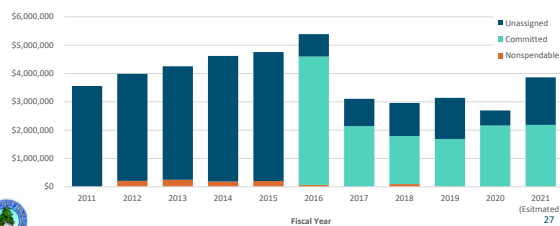
	2020-21 Amended Budget	2020-21 Estimated	2021-22 Adopted Budget
Revenues			
Property Tax	\$1,097,613	\$1,114,568	\$1,159,533
Sales Tax	1,786,442	1,595,811	1,866,846
Transient Occupancy Tax	2,763,000	3,298,229	2,764,742
Other Taxes	774,749	816,888	779,500
Total Taxes Revenues	6,421,803	7,225,516	6,570,621
Reimbursements	2,353,281	2,125,000	2,685,200
Charges for service	54,464	54,051	57,000
Intergovernmental	444,744	125,604	489,212
Licenses and permits	80,792	85,304	93,702
Other revenues	295,465	55,000	18,500
Use of money and property	39,454	37,085	27,020
Fines and forfeitures	13,900	8,532	36,200
Total Other Revenues	3,291,100	2,490,577	3,406,834
Total General Fund Revenues	9,712,903	9,716,093	9,977,455
Expenditures			
Salaries and wages	3,406,905	3,397,000	3,661,372
Benefits	2,639,202	2,387,000	2,761,246
Materials and services	2,237,194	1,903,000	2,492,958
Other expenditures	147,625	135,000	321,950
Debt Service	-	-	-
Allocations	789,222	785,000	686,132
Net Transfers	-87,907	-64,000	37,964
Total Expenditures	\$9,132,241	\$8,543,000	\$9,961,623

Source: City of Fort Bragg - 2021-22 Adopted Budget

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Strong General Fund Balance Levels

- \$2.7 million combined fund balance for FY 2020 represents 29% of total General Fund expenditures
 - Exceeds the City's Reserve Policy of 15-20%
- The City's FY 2021 fund balance of \$3.9 million represents 45% of projected FY 2021 General Fund expenditures
 - Does not include \$1.75M that the City received from the American Rescue Plan



Source: City of Fort Bragg - FY 2020 CAFR

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Strong Employee Relations

- The City has not experienced a labor-related work stoppage or similar event in the past 10 years
- The City's two recognized employee organizations are listed in the table below
 - Certain other City employees are unrepresented

Fort Bragg Recognized Employee Organizations		
Bargaining Unit	# of Employees	MOU Expiration Date
Fort Bragg Police Officer Association	17	06/30/2024
Fort Bragg Organization/Service Employees International Union Local 1021	24	6/30/2022

Source: City of Fort Bragg

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Very Low General Fund Debt Burden

- ▶ The City does not have any outstanding long-term debt payable from General Fund revenues
- ▶ The City's current UAL with CalPERS is about \$11.6M, though is expected to decrease after 21.3% gains are accounted for next year
 - ▶ Reduced to \$8.4M if Discount Rate goes to 6.75%
 - ▶ Reduced to \$9.8M if Discount Rate goes to 6.50%
- ▶ The City's Net OPEB liability is manageable at \$3.2M
 - ▶ FY 2020 OPEB expenses were \$289K
 - ▶ City's OPEB Section 115 Trust balance is \$3.4M
 - ▶ City intends to utilize earnings from trust to begin making annual ARC payments instead of General Fund monies



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2021 LEASE REVENUE BONDS

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2021 Lease Revenue Bonds - Financing Plan

Purpose	(1) Fund about 80% of City's UAL with CalPERS (2) Fund \$3.5M for Site Acquisition/Development (3) Pay Costs of Issuance
Security	Lease payments from the City's General Fund
Debt Service Reserve Fund	Surety
Par Amount	\$11,395,000
Payment Dates	11/1 and 5/1 principal and interest; 5/1 principal First interest payment date 11/1/2022
Principal Amortization	UAL: Structured to produce level payments for LRB and Unrefunded UAL for 20 Years New Money: Level payments over 30 years
Leased Properties	City Hall and Police Station



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Essential Leased Assets

Leased Properties	Total Sq. Ft.	Building Value	Contents Value	Land Value
City Hall	25,676	\$6,608,000	\$1,012,730	\$750K to \$1M
Police Station	8,434	\$2,469,000	\$527,449	



City Hall was constructed in 1921 and was renovated/seismically retrofitted in 2007/2008. The rehab project included a full building foundation retrofit which was certified compliant with the 2007 California Building Code.



The **Police Station** was constructed in 1990 and is one of the City's newest facilities.



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UAL Restructuring Evaluation and Strategic Objectives

- 12+ months of pension cost management education with City Council and Finance Committee

- Significant education on the merits of UAL restructuring, reinvestment risk and evaluation of several options (sizes, shapes, terms)

Target lower projected UAL (After 21.3% Returns and Conservative 6.50% DR Reduction)

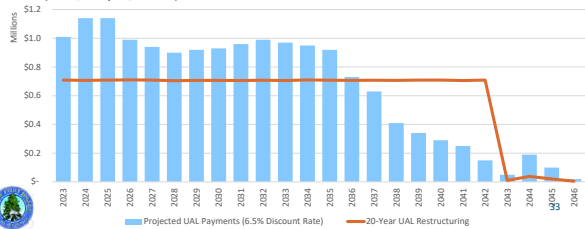
Target Mid 90% Funding Ratio to Maximize Savings While Reducing Risk of Overfunding

Maintain or Shorten Term of Current CalPERS Amortization (2046)

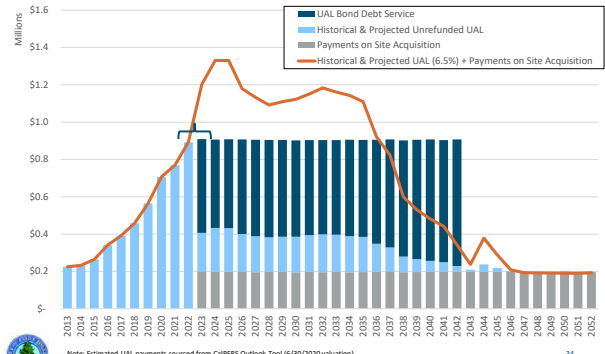
Level Payments for Budget Predictability

Balance short + long term savings with resiliency to absorb future shocks

Utilize savings in first 15 years to provide capacity for New Money and minimize budget impact



2021 LRBs – UAL and New Money Combined Strategic Plan of Finance With No Impact on Budget



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Estimated Sources and Uses and Debt Service

Sources & Uses	FY	Total Debt Service
Sources:	2023	701,665
Par Amount	2024	672,973
Total Sources:	2025	674,455
	2026	704,355
	2027	712,980
	2028	720,180
	2029	716,270
	2030	711,840
	2031	706,880
Uses:	2032	701,170
UAL Payoff	2033	704,695
Project Funds	2034	710,615
Costs of Issuance*	2035	715,895
Total Uses:	2036	755,535
	2037	778,415
	2038	818,290
	2039	836,065
	2040	847,440
	2041	852,590
	2042	876,690
	2043	190,040
	2044	199,000
	2045	198,780
	2046	198,380
	2047	197,800
	2048	197,040
	2049	196,100
	2050	195,980
	2051	198,500
	2052	196,840
	Total	16,900,457

*Costs of issuance include Underwriter's discount, fees and expenses for Bond Counsel, Disclosure Counsel, Municipal Advisor, and Trustee, printing expenses, rating fee, insurance and surety premiums and other costs related to the issuance of the Bonds.

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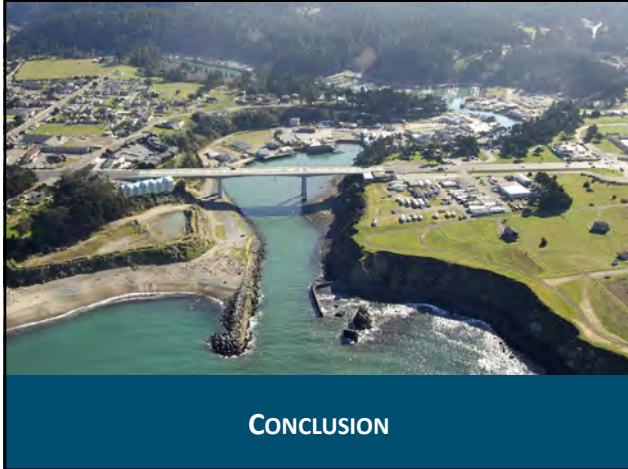
Estimated UAL Restructuring Savings Analysis

Metrics	\$7.5M UAL Restructuring
\$ UAL Payoff	\$7,500,000
% UAL Funded (Current Asset Valuations)	68%
Funded Ratio (Current Asset Valuations)	91%
% UAL Funded (Projected After FY 2021 Returns & 6.5% Discount Rate)	80%
Funded Ratio (Projected After FY 2021 Returns & 6.5% Discount Rate)	95-96%
Maturity	20 Years
Average Life	12.8 Years
True Interest Cost (on UAL Restructuring)	3.23%
All-In Interest Cost (on UAL Restructuring)	3.52%
Present Value Savings (%)	23.36%
Present Value Savings (\$)	\$1,829,159
Cumulative Savings	\$1,691,848
Savings (2023-2035)	\$3,558,684
Avg. Annual Savings (2023-2035)	\$273,745

- Stress Testing (Market Crash): Breakeven PV savings if -18% returns (25% from CalPERS target) in 1st year and 6.5% thereafter
- City would still be better off over next decade on cash flow basis under crash scenario above than without UAL restructuring

Note: Savings assume CalPERS earns 6.50% on average over next 20 years

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Conclusion

Proactive Management, Comprehensive Policies & Prudent Practices	Comprehensive policies and practices have led to very strong budgetary performance, flexibility and liquidity. City maintains 45% (of budget) in general fund balance; 66% cash position across governmental funds. Multi-year, dynamic General Fund projections allow management to make strategic, real-time decisions to maintain and enhance City's fiscal position and services.
Strong and Uniquely Positioned Post-Covid Economy	City weathered Covid-19 through swift and discipline management decisions; Proactive efforts through the Visit Fort Bragg Campaign (with re-branded local focus) and website/social media positioned City to receive visitors immediately when pandemic opening occurred. Economy quickly rebounded, driving financial performance to higher than pre-pandemic levels. FY 2021 surplus of \$1.2M.
Multipronged and Policy Driven Approach to Addressing Pension Costs	LRB will create more affordable pension liability repayment pattern, with savings used to create additional liquidity, funding capacity for Mill Site Project, budget flexibility and enhance resiliency against future PERS underperformance. Per City Pension Policy, City will set aside 50% of surplus for pension in a new section 115 Trust, pre-pay the UAL each year, and consider making ADPs to CalPERS when strategic (which has been past practice).

Proactive management, supportive City Council, and a resilient/growing and diverse economic base have placed the City in strong financial position. Fort Bragg compares favorably vs. other AA rated communities of similar size and financial position. ³⁸



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Financing Schedule

October 7	Credit Presentation to S&P
October 12	City Council Approval of Financing
October 12-18	Receive Rating
Late October	Bond Pricing
Early November	Bond Closing



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Presenter: Each City staff member introduces themselves

Presentation Team

City of Gilroy			NHA Advisors	
<i>Issuer</i>			<i>Municipal Advisor</i>	
Jimmy Forbis City Administrator	Andy Faber City Attorney		Craig Hill Leslie Bloom	Rob Schmidt Christian Sprunger
Harjot Sangha Finance Director	Karen Garner Community Development Director	Daryl Jordan Public Works Director	Hilltop Securities <i>Underwriter</i>	
Cindy Murphy Finance Consultant		Saeid Vaziry Environmental Programs Manager, SCRWA	Mike Cavanaugh	Ryan Cunningham
	Gary Heap City Engineer (Public Works Operations)		Nixon Peabody <i>Bond & Disclosure Counsel</i>	
			Danny Kim Joel Swearingen	Travis Gibbs David Song

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- I. Executive Summary
- II. Community Overview
- III. Wastewater System Overview
- IV. 2021 Wastewater Bonds
- V. Conclusion and Timeline

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Presenter: NHA

Executive Summary

- City of Gilroy is issuing approximately \$46.2M of Wastewater Revenue Bonds
 - Parity debt to outstanding 2010 Bonds
- Purpose: Finance capacity expansion capital improvements at South County Regional Wastewater Authority ("SCRWA") Treatment Plant; improvements expected to provide for flows for next ~20 years

Key Credit Highlights

- Strong economic indicators and trends; enjoys benefit of proximity to Silicon Valley with cheaper cost of housing
- Very robust current and planned developments
- Experienced and conservative financial management with adopted financial controls and policies
- Diversified, highly residential system (94% residential; top 10 users <10% of total revenues)
- Very strong financial performance
 - Over 1,000 days cash on hand for past 6 years
 - Strong projected coverage, without factoring in anticipated increases beginning Summer 2022 (Prop 218 process to commence FY 2021-22)



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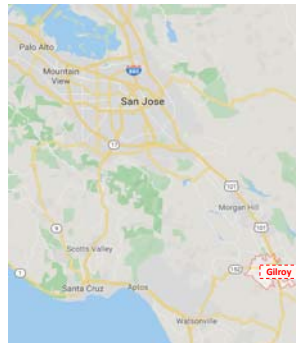
COMMUNITY OVERVIEW

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Presenter: Jimmy

City Overview

- Population (2021): 56,599
- Incorporated in 1870
- Charter city, as of January 1960
- Council-Administrator government
- 25 miles south of San Jose; 75 miles south of San Francisco
- Diverse residential population; City transitioning into a light industrial and services-based economy
- Participates in the Santa Clara County & Silicon Valley economy

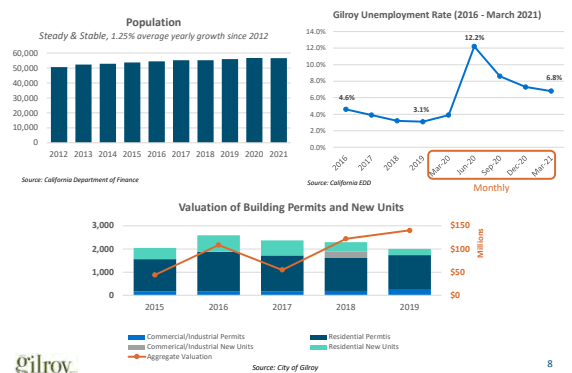


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Presenter: Jimmy

Key Demographic Trends



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Presenter: Jimmy

Strong Local Employment Base

- Top 10 employers in Gilroy account for about 15% of total city employment
- Top 10 employers in Santa Clara County include multiple Fortune 500 companies

Employer	Number of Employees	% of Total City Employment
Gilroy Unified School District	1,045	3.47%
Christopher Ranch LLC	780	2.59%
Olam International (Formerly ConAgra-Gilroy Foods)	500	1.66%
Saint Louise Regional Hospital	478	1.59%
Costco Wholesale	316	1.05%
Gavilan College	293	0.97%
Wal-Mart	286	0.95%
City of Gilroy	284	0.94%
Community Solutions	270	0.90%
Rebekah Children's Services	243	0.81%
Subtotal	4,495	14.93%

Source: City of Gilroy CAFR (FY 2019-20)

Employer	Number of Employees	% of Total County Employment
Apple Inc.	25,000	2.69%
Google Inc.	23,000	2.48%
County of Santa Clara	18,570	2.00%
Stanford University	15,576	1.68%
Tesla Motors Inc.	15,000	1.61%
Stanford Health Care (formerly Hospital & Clinics)	14,143	1.52%
Cisco Systems Inc.	13,683	1.47%
Kaiser Permanente Northern California	12,500	1.35%
Intel Corporation	7,975	0.86%
City of San Jose	7,728	0.83%
Subtotal	153,175	16.49%

Source: Santa Clara CAFR (FY 2019-20)

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Presenter: Jimmy

Diversified Economic Base in MSA

- San Jose-Sunnyvale-Santa Clara MSA has a highly diversified economic base
- Top 3 industries (53.4% of labor force):
 - Professional and Business Services
 - Educational and Health Services
 - Manufacturing
- MSA 2020 unemployment rate (7.10%) is a result of COVID-19 economic impacts. The unemployment rate has since decreased to 5.2%, as of March 2021 (Source: U.S. Bureau of Labor Statistics).

San Jose-Sunnyvale-Santa Clara MSA Industry & Labor Force (2020)

Category	Value
Labor Force	1,083,800
Unemployment Rate	7.10%
Top Three Industries	578,300
(1) Professional and Business Services	237,900
(2) Educational and Health Services	171,700
(3) Manufacturing	168,700

Source: California EDD

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Presenter: Karen

Residential Developments

- Completed:**
 - Monterey Gateway Senior Apartments: 75-unit affordable senior housing complex
- Under Construction:**
 - Glen Loma Ranch Developments (See next slide)
- Approved/Plan Check:**
 - Glen Loma Ranch—McCutchin & Palomino Neighborhoods: 59 single-family residential lots
 - First Street and Kern Avenue Apartments: 120-unit complex (100% affordable housing project)
 - Hecker Pass Highway & Santa Teresa Apartments: 100 units (100% below market rate)
 - Cottages at Kern: 29 SFRs
 - Hecker Pass – Hoey North: 72 SFR
 - Eagle Garden Townhomes: 202 townhomes
 - Glen Loma Ranch (Canyon Creek, Rocky Knoll, Malvasia II): 114 combined SFR and townhomes
 - Glen Loma Ranch (Nebbiolo & Malvasia): 171 SFR

Source: City of Gilroy Planning Division – Planning Current Project Log (5/17/2021)

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Presenter: Karen

Glen Loma Developments Under Construction

- Glen Loma Ranch Subdivision Single Family Residences**
 - Margaux (Formerly Montonico) neighborhood: 84 single-family detached homes
 - Burgundy neighborhood: 52 single-family detached homes
 - Provence neighborhood: 43 single-family detached homes
 - Blanc and Noir neighborhood: 113 single-family dwelling units
- Glen Loma Ranch Apartments and Townhomes**
 - Below market rate apartments – 158 units
 - Townhomes – 125 units

Link to Glen Loma Ranch Specific Plan: <https://www.cityofgilroy.org/DocumentCenter/View/1345/Glen-Loma-Ranch-Specific-Plan-PDF?bidid=>

Source: City of Gilroy Planning Division – Planning Current Project Log (5/17/2021)

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Presenter: Karen

Commercial and Industrial Developments

Completed:

- Performance Food Group distribution center: 348,000 sq. ft. warehouse
- Hampton Inn: 4-story, 100 room hotel
- 1st and Kelton Commercial: 12,000 sq. ft. commercial planned unit development
- Nissan Gilroy: 24,000 SF commercial space

Under Construction:

- Lonely Oak Brewery
- Alpine Landscaping: 18,000 SF commercial/industrial

Approved:

- Holloway Rd Industrial Park: 288,585 SF
- Silacci Way Industrial/Warehouse: 42,000 SF
- Cameron Blvd Warehouse: 173,740 SF

New Projects:

- Amazon Data Center: 50+ acre site procured to develop into 214,000 SF data center (yet to be constructed)
- Panattoni Distribution Center (Phase 1): 144,640 SF building



Performance Food Group Distribution Center



Hampton Inn & Suites Gilroy



1st and Kelton Commercial



Source: City of Gilroy Planning Division – Planning Current Project Log (5/17/2021)

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Presenter: Karen

Wren/Hewell Urban Service Area Amendment

- 55 acres
- North of Mantelli Dr, east of Kern Ave., west of Wren Ave.
- Approximately 300 low, medium & high-density residential
- Submitted to LAFCO




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Presenter: Harjot

City Policies & Practices

•Updated in 2018 •Addresses allowable purposes for issuing debt, permitted types of debt, maximum debt limits, etc. Debt Management Policy	•Updated in May 2020 •Quarterly investment report to staff and City Council •Policy reviewed annually by Council Investment Policy	•Updated in June 2017 •30% target (20% for unbudgeted costs/revenue shortfalls; 10% economic stability reserve) General Fund Reserve Policy	•Adopted in 2019, Revised February 2020 •Lists City's administrative actions for collection of delinquent accounts Delinquency Policy
•Updated in March 2020 •Formalizes procurement practices consistent with adopted policies and best practices Purchasing Policy	•Staff reports budget-to-actuals to Council on a quarterly basis •Staff prepares multi-year projections annually as part of budget process Financial Reporting & Planning	•Risk & resiliency assessment, including SCADA system completed Dec. 2020 •Emergency response plan done April 2021 •City-wide assessment Fall 2021 Cybersecurity Policy	•City implementing GIS-based CityWorks for work-order and asset management Asset Management Policy



Policies and reports can be accessed here: <https://nha.egnyte.com/fi/uedxIA350R>

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WASTEWATER SYSTEM OVERVIEW

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System Overview

Presenter: Saeid (intro);
Gary (City collection system)

- System collects, pumps, and transports wastewater but does not treat it
 - All treatment at SCRWA Treatment Plant in south edge of the City
- Approximately 14,528 customer accounts within the City
- System consists of approximately 163 miles of 6-inch through 42-inch diameter sewers
- Primarily consists of the trunk sewers, ~10-inches in diameter or larger, which convey the collected wastewater flows to the SCRWA Treatment Facility for treatment
- 22 full-time equivalents in FY 2020
- The City is preparing a updated general master plan that includes the Wastewater System, which is expected to be completed by Fall 2021



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COVID-19 Impact on SCRWA and Sewer System

Presenter: Harjot

- City believes they have been able to adjust to impacts of COVID-19 from an operational perspective to continue servicing customers in a sufficient manner
 - SCRWA plant operations minimally impacted; safety measures put in place, but operating at normal
 - One large initial impact at plant was obtaining sufficient PPE
 - For City collection system operations, some positions frozen due to budget cutbacks; city was able to identify resources to back-fill frozen staffing positions
 - COVID-19 presented operational hurdles (complexities related to social distancing requirements, e.g., only one person in each vehicle), but City kept focus on sewer system maintenance as high priority
- While City anticipates an impact on General Fund revenues (especially sales tax), the City does not anticipate material financial impact to Sewer Fund
 - Delinquencies are currently higher than historical average
 - City staff are evaluating strategies and working through delinquency repayment arrangements and will know true picture of uncollectable accounts by end of FY 2021-22
- COVID-19 has not caused a re-prioritization of CIP
- No known issues with current top ten sewer customers (half are multi-unit residential)



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Treatment of Wastewater by SCRWA

Presenter: Saeid

- SCRWA JPA formed between Cities of Gilroy and Morgan Hill
 - Through this agreement, the City has 58.1% capacity rights at the SCRWA Treatment Plant
- Accordingly, capital costs allocated 58.1% to Gilroy, 41.9% to Morgan Hill
- Operational costs are allocated based on flows; relatively consistent allocation as capital costs each year
- Monthly billing from SCRWA Board; payable within 30 days
 - Operating costs and contributions to SCRWA reserve treated as O&M; capital costs treated as capital expenditures (subordinate to bond debt service)

	FY 2017-18		FY 2018-19		FY 2019-20		FY 2020-21	
	Gilroy	Morgan Hill	Gilroy	Morgan Hill	Gilroy	Morgan Hill	Gilroy	Morgan Hill
Operational Costs:	61.00%	39.00%	59.00%	41.00%	62.00%	38.00%	60.00%	40.00%
Capital Costs:	58.10%	41.90%	58.10%	41.90%	58.10%	41.90%	58.10%	41.90%
Contributions for SCRWA Reserve:	58.10%	41.90%	58.10%	41.90%	58.10%	41.90%	58.10%	41.90%

History of Gilroy Payments to SCRWA

Fiscal Year	Operational Costs	Capital Costs	Total
2015-16	\$5,235,337	\$9,964,559	\$15,199,896
2016-17	5,190,414	4,538,373	9,728,787
2017-18	5,252,000	2,485,000	7,737,000
2018-19	5,717,757	2,788,210	8,505,967
2019-20	5,507,000	1,577,000	7,084,000



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SCRWA Treatment Facility

Presenter: Saeid

- The SCRWA Treatment Facility consists of the treatment plant, a water reclamation plant and an effluent disposal percolation pond system
- Employs an influent lift station and a denitrifying oxidation ditch system to deliver 8.5 MGD of average dry weather flow ("ADWF") treatment
 - After denitrification, effluent sent to wastewater reclamation system or percolation disposal system
- 20 MGD of combined disposal capacity (9 MGD through reclamation system, 11 MGD through percolation disposal system)
- SCRWA's five-year capital improvement plan for the SCRWA Treatment Facility totals approximately \$81.73 million
 - Objective of project is to increase plant capacity from 8.5 to 11 MGD to install sufficient WWTP capacity to properly manage the wastewater quantities generated by planned population growth and development within SCRWA's service area
 - Also install technology and processes that continue to meet current and future regulatory limits for effluent quality
 - The City's share is approx. \$47.5 million and will be partially funded through bond proceeds



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Presenter: Saeid

Historical Wastewater Flow

- SCRWA Treatment Facility wastewater flow has averaged 6.42 MGD over last 5 calendar years
 - Gilroy's Flow has average 3.97 MGD over the last 5 calendar years
- SCRWA Treatment Plant expansion will increase capacity from current 8.5 MGD to 11.0 MGD
 - Plant capacity planned to tie to the projected demand based on master plans for both Gilroy and Morgan Hill

City of Gilroy Wastewater System Wastewater Flow Fiscal Years 2014-15 through 2019-20				
Fiscal Year	SCRWA Treatment Facility Total Flow (MG/Year)	SCRWA Treatment Facility Million Gallons per Day (MGD)	City of Gilroy Flow (MG/Year)	City % Share of SCRWA Treatment Facility Flow
2015	2,186.40	5.99	1,278.96	58
2016	2,185.58	5.97	1,311.35	60
2017	2,763.99	7.60	1,761.18	63
2018	2,250.28	6.16	1,413.14	61
2019	2,427.24	6.66	1,539.50	63
2020	2,255.70	6.18	1,398.54	62



Source: City of Gilroy

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Presenter: Gary (top half)
Saeid (bottom half)

City Wastewater System and SCRWA CIP

- City plans to use sewer service charges and development fees on a pay-as-you-go basis or parity debt to fund capital projects
 - The City's wastewater collection/transmission projects, excluding the treatment plant costs, over the next 5- year are \$5.2M
 - The wastewater masterplan is being prepared which is expected to identify significant projects to be programmed into the next CIP revision and will utilize the existing fund balances and future rate increase.
- SCRWA Treatment Facility CIP is outlined in the following table, identifying the City's share and the City of Morgan Hill's share of the costs
 - City's share will be financed with the 2021 Bond proceeds

SCRWA Treatment Facility Capital Improvement Plan (Dollars in Millions)						
Project	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	5-Year Total
Capital Costs	\$2.05	\$43.32	\$32.08	\$2.99	\$1.29	\$81.73
Capital Funding Share						
City of Morgan Hill share	\$0.86	\$18.15	\$13.44	\$1.25	\$0.54	\$34.24
City of Gilroy share	\$1.19	\$25.17	\$18.64	\$1.74	\$0.75	\$47.49



Source: City of Gilroy

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Presenter: Harjot

Historical System Accounts and Revenues

- Residential customers comprise over 94% of total customers in 2020
- Revenues from residential customers represents 65%-69% of total revenues over the last 5 years

City of Gilroy Wastewater System Wastewater Service User Base					
	2015-16	2016-17	2017-18	2018-19	2019-20
Customer Accounts					
Residential					
Single Family	11,510	11,711	11,904	12,122	12,172
Multi Family	1,403	1,448	1,438	1,466	1,485
Subtotal	12,913	13,159	13,342	13,588	13,657
Commercial/Industrial					
Offices	236	237	234	236	236
DCP/Retail Stores	480	480	474	474	478
Hotels, motels, hospitals, convalescent homes, misc.	83	86	95	94	97
Other	34	33	32	33	36
Subtotal	833	836	835	837	847
Institutional					
Schools	21	21	21	21	21
Other	3	3	3	3	3
Subtotal	24	24	24	24	24
Total Accounts	13,770	14,019	14,201	14,449	14,528
Wastewater Service Revenues					
Residential	\$7,689,396	\$8,215,395	\$8,432,168	\$8,633,597	\$8,843,105
Commercial/Industrial	\$3,564,019	\$3,304,869	\$3,677,786	\$3,718,854	\$3,505,653
Institutional	\$359,995	\$446,572	\$411,583	\$399,151	\$387,609
Total	\$11,613,410	\$12,566,836	\$12,521,537	\$12,751,602	\$12,736,367



Source: City of Gilroy

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Presenter: Harjot

Top 10 System Users

- Based on flow, top 10 wastewater users account for 9.41% of FY 2020 revenues
 - Top ratepayer accounts for < 2% of FY 2020 revenues
- There have been no long-term closures of any top 10 ratepayers due to COVID-19; all are continuing to operate
- Diverse land usage – schools, food processors, apartment buildings, and more

Ten Largest Users Fiscal Year 2018-19			
Name	Land Use	FY 2019-20 Service Charges	% of Total Service Charges for FY 2019-20
1. GUSD	School	\$228,880	1.80%
2. Gilroy Pacific Associates	Apartment	171,746	1.35
3. Pulmuone Monterey Gourmet Food	Food Processor	162,529	1.28
4. Cintas Corporation Site #630	Commercial Laundry	141,905	1.11
5. Gavilan College	School	121,046	0.95
6. County of Santa Clara (Saint Louise)	Hospital	103,787	0.81
7. Walmart Store Inc #01-2002	Retail	74,992	0.59
8. Gilroy Mobile Home Park	Mobile Home Park	70,766	0.56
9. Silva Sausage Co	Food Processor	67,145	0.53
10. Crothall Laundry Services	Commercial Laundry	55,273	0.43
Total		\$1,198,069	9.41%
Total Fiscal Year Wastewater Service Charges		\$12,736,368	



Source: City of Gilroy

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Presenter: Harjot

Billing, Collections & Delinquencies

- City sends consolidated sewer and water bill on the 1st day of each month
 - Payment due on last business day of each month, any account not remitting payment is considered delinquent
 - A 10% penalty is charged if payment is made after the 1st day of the next month
 - If the bill is delinquent for 60 days, water service is shut off, pursuant to SB 998
- Due to CA Governor's Executive Order, the City has suspended penalties on delinquent bills and is postponing service shutoffs
- Penalties on delinquent bills are expected to be reinstated during FY 2021-22
- Revenues lost due to nonpayment for each of the last five fiscal years were less than 1% of the total revenues for each fiscal year
- City planning to go through collections process before writing off delinquent amount; City will know more about actual write offs by end of FY 2021-22
 - Current delinquent balance is primarily residential

City of Gilroy Wastewater System Historical Billings, Collections and Delinquencies Fiscal Years 2015-16 through 2019-20						
Fiscal Year	Balance Beginning FY	Billings	Payments	Balance Ending FY	Write Off	Write off % of Billing
2016	\$130,219	\$11,613,410	\$11,576,918	\$150,300	\$16,410	0.14%
2017	150,300	12,566,836	12,403,900	229,377	83,859	0.67%
2018	229,377	12,521,537	12,547,000	187,202	16,712	0.13%
2019	187,202	12,751,602	12,693,719	211,500	33,586	0.26%
2020	211,500	12,736,367	12,287,543	656,630	3,694	0.03%



Source: City of Gilroy

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Presenter: Harjot

Historical Sewer Rates

- City's sewer rate structure is both fixed (residential) and volumetric (non-residential users)
- Current wastewater rate structure was established in August 2015
- City raised rates in January 2012, consisting of annual increases of 5%-12% from 2012-2016
- Prudent rate setting practices
 - Wastewater service fees and charges are established by the City using a multi-year approach; included as part of the City's budget process
 - Following a public hearing, a multi-year plan is adopted by the City Council, setting wastewater rates and charges

Customer Category	Historical Wastewater Rate Increase History						
	2012 Rate Increase				2015 Rate Increase		
	3/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016	7/1/2017	7/1/2018
Residential Users	5.0%	8.0%	12.0%	12.0%	5.0%	0.0%	0.0%
Commercial/Industrial & Institutional (Base Rates)	5.0%	8.0%	12.0%	12.0%	5.0%	3.0%	3.0%
Commercial/Industrial & Institutional (Consumption Rates)	5.0%	8.0%	12.0%	12.0%	5.0%	0.0%	0.0%



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Presenter: Harjot

Current Sewer Rates

- Fixed fee for residential users
- Fixed and volumetric fee for non-residential users
- The City's current wastewater service rates were established in August 2015
- City finalizing Wastewater System master plan in Fall 2021; City plans to do a comprehensive look at charge allocations and commence rate study in Fall 2021
 - City in the process of engaging a consultant for the rate study

Current Wastewater Rates (As of July 1, 2019)	
Residential Users	\$ Per Month/Unit
Single Family Home	\$46.64
Multi-Residential and Mobile Home Parks	\$33.13
Commercial/Industrial and Institutional Users (Base Rate)	\$ Per Month
Significant User ⁽¹⁾	\$240.95
Non-Significant User ⁽¹⁾	\$95.22
Commercial/Industrial and Institutional Users (Volumetric Rate)	\$ Per 1,000 Gallons
Office/School/Car Wash	\$7.41
Department/Retail/Laundry Rooms	\$7.41
Misc. Users/Assembly Halls/Hospital/Hotel/Motel	\$9.21
Auto Dealers	\$9.21
Paper Container	\$12.08
Hotels w/Restaurant	\$12.08
Multi-Use/Commercial Laundries	\$12.08
Bakeries/Food Processors	\$18.63
Grocery/Mortuary/Restaurant	\$18.63

(1) Non-significant users are industrial users that discharge only domestic water with BOD (biological oxygen demand) and SS (suspended solids) less than 300 mg/l (milligrams per liter) each and with average daily flow less than 1,000 gpd/day, and with no hazardous materials stored, handled or processed on the premises. Significant users include schools, professional offices, car washes, laundromats/commercial laundries, hotels/motels, hospitals, auto dealers, paper container manufacturers, food processors/bakeries, grocery stores, mortuaries, restaurants.

Source: City of Gilroy



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Presenter: Harjot

Development Impact Fees

- Impact fee revenues have averaged \$2.8M per year for the last 5 audited years
 - Decrease in FY 2019-20 primarily due to March 2020 county order halting construction activities
 - Later in April/May, County order was revised to allow construction activities with protective measures in place
 - Several developers "paused" projects due to COVID-19, and City expects many of those to proceed
- 300+ single-family residential units and 250+ multi-family residential units currently under construction, as of April 2021⁽¹⁾
- Sewer development impact fees collected by the City into separate fund (Fund 435) but are available to pay debt service on the 2021 Wastewater Bonds

Sewer Development Impact Fees

Classification	Fee
Residential - Low Density	\$12,501 per unit
Residential - High Density	\$6,764 per unit
Commercial/Industrial	\$3,956 per 100 gallons/day

Source: City of Gilroy

Historical Sewer Development Impact Fee Revenues

FY Ending	Revenues
2016	\$4,452,590
2017	\$3,098,889
2018	\$2,483,414
2019	\$2,234,082
2020	\$1,608,755
2021 (Est)	\$1,800,000

Source: City of Gilroy



(1) City of Gilroy Planning Division - Planning Current Project Log (4/12/2021)

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Presenter: Harjot

Comparison to Surrounding Agencies

- Gilroy's annualized single family residential rate (\$560) represents 0.55% of median household income (\$101,616)
- City provides alternative payment arrangements for customers unable to pay for service within the normal payment period

Local Agency	Effective Date	Monthly Sewer Service Charges
City of Morgan Hill ⁽²⁾	7/1/2020	\$62.97
City of Milpitas ⁽¹⁾	7/1/2020	\$55.54
West Valley Sanitation District	7/1/2020	\$51.63
City of Gilroy	7/1/2019	\$46.64
City of Santa Clara	6/23/2020	\$44.53
City of San José	7/1/2020	\$41.64

⁽¹⁾ Extrapolated from bi-monthly charge of \$111.07.
⁽²⁾ Estimated monthly sewer service charge for the average single-family residence (having 8 HCF of contributed flow). Sewer service charges consist of a fixed charge of \$23.37 per month and a usage fee of \$39.60 per HCF as of July 1, 2020.
 Source: Respective websites of the cities listed above.

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Presenter: Harjot

Very Strong Historical Cash Balances

- Total combined sewer fund cash has been over \$30M for last two fiscal years
- FY 2021 projected to end with \$31M balance; represents over 280% of 2021 projected operating expenses
- Combined cash & investment balance in Sewer Operations Fund (Fund 700) and Sewer Development Capital Projects Fund (Fund 435) has increased 13% over last 6 years
- 2021 YE Projected combined balance represents over 1,000 days cash on hand
- City anticipates spending down cash balance in Sewer Development Capital Projects Fund to address a portion of the CIP over next five years

	2016	2017	Audited 2018	2019	2020	YE Projection 2021
Sewer Operations Fund (Fund 700)	\$18,537,029	\$16,777,330	\$17,391,216	\$17,687,792	\$18,610,720	\$18,091,439
Sewer Development Capital Projects Fund (Fund 435)	\$8,827,849	\$10,869,063	\$12,178,735	\$12,979,909	\$12,146,465	\$12,882,206
Total Cash	\$27,364,878	\$27,646,393	\$29,569,951	\$30,667,701	\$30,757,185	\$30,974,645
Total Operating Expenses*	\$8,427,062	\$8,521,321	\$8,581,964	\$9,644,187	\$9,810,272	\$10,994,480
<i>Days Cash on Hand**</i>	1,185	1,184	1,258	1,161	1,144	1,028

*Excludes non-cash and capital expenses, ties to coverage projection table
 **Total cash divided by operating expenses * 365

Fund 435 cash balance is primarily expected to be used for pay-as-you-go capital projects; however, those funds can be used for debt service on the Bonds as well as interfund borrowing

Source: CAFRs for FY 2015-16 through; City for FY 2020-21 Year End Projection

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Presenter: NHA

Historical and Projected Debt Service Coverage

Very strong projected coverage without factoring in future rate increases

	Audited		YE Estimate		Projected					
	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Gross Revenues:										
Charges for Service ¹	11,773,938	12,644,730	12,720,141	12,904,657	12,872,189	12,745,641	12,809,369	12,937,463	13,066,838	13,197,506
Investment Income	301,482	284,297	410,172	594,590	828,615	297,533	297,533	297,533	297,533	297,533
Developer Impact Fee Revenues ²	4,422,580	3,098,589	2,451,424	2,234,082	1,628,755	1,800,000	3,445,585	2,840,788	2,623,684	1,990,263
Total Gross Revenues	16,528,000	16,027,616	15,613,727	15,673,329	15,309,559	14,843,174	16,552,488	16,088,784	16,018,055	15,488,302
Operating Expenses:										
Operations	7,314,113	7,454,202	7,404,718	8,269,104	8,411,647	9,322,208	9,601,874	9,889,930	10,186,628	10,492,227
Billing	612,551	594,654	618,400	668,982	730,892	803,583	827,690	852,521	878,097	904,440
Administration	109,188	477,665	618,846	708,105	667,733	668,689	694,720	923,503	948,240	977,217
Total Operating Expenses	8,427,062	8,521,321	8,581,964	9,644,187	9,810,272	10,994,480	11,324,114	11,664,044	12,013,965	12,374,384
Net Revenues (Revenues - Operating Expenses)	8,100,948	7,506,595	7,031,763	6,429,142	5,498,287	3,848,694	5,228,174	4,420,750	4,004,089	3,113,918
Debt										
2010 Wastewater Bonds	2,566,550	2,558,688	2,562,738	2,557,625	2,557,750	2,557,500	2,561,500	2,501,000	0	0
2021 Wastewater Bonds (Net Debt Service)	0	0	0	0	0	0	0	0	2,486,400	2,489,800
Total Net Debt Service	2,566,550	2,558,688	2,562,738	2,557,625	2,557,750	2,557,500	2,561,500	2,501,000	2,486,400	2,489,800
Debt Service Coverage (1.20x Requirement)	3.16	2.93	2.74	2.52	2.15	1.50	2.04	1.77	1.61	1.23

Notes & Assumptions:
 *Historical coverage re-stated vs City's historical continuing disclosure on outstanding 2010 Bonds to reflect all developer impact fee revenues received each year
 1) Charges for Service assumed to increase at 0.5% in FY 2021-22 and 1% in FY 2022-23 through FY 2024-25; assumption conservatively based on expectations for new construction and development
 2) Projected Developer Impact Fee Revenues based on current "in progress" developments. City staff confirmed timing with respective developers and calculated expected impact fee revenues based off current fee schedule. Number shown reflects a 10% "buffer" to expected receipts.
 3) Operating Expenses shown excludes non-cash items (e.g., depreciation and GASB expenses) and capital expenses, 3% annual growth increase assumed for FY 2021-22 through FY 2024-25

*2021 Bonds Debt Service is preliminary, subject to change

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2021 WASTEWATER BONDS

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Presenter: NHA

2021 Bonds Financing Structure

Purpose	Capital Projects Financing
Estimated Par Amount	\$46,235,000*
Security	Priority lien on net revenues; parity debt is 2010 Bonds
Coverage Requirement and ABT	120%
Debt Service Reserve Fund	None anticipated
Capitalized Interest	Funded through February 1, 2023
Interest Payment Dates	February 1 and August 1, commencing August 1, 2021
First Principal Payment	August 1, 2023
Final Maturity	August 1, 2056
Debt Service Structure	Use of capitalized interest for first two years to wrap around 2010 Bonds for aggregate level debt service

*Preliminary, subject to change
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Presenter: Hilltop

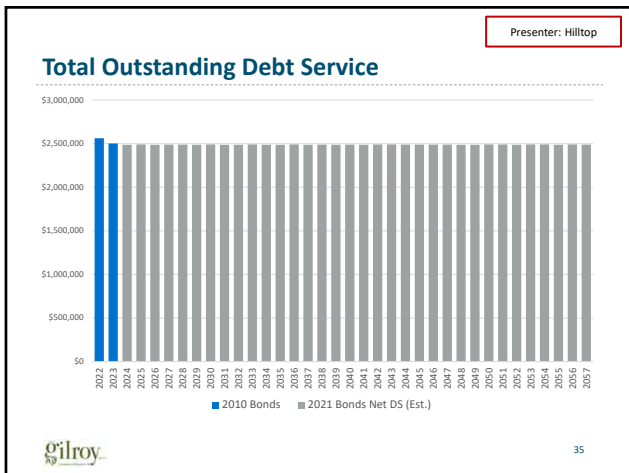
Estimated S&U and Debt Service*

Sources	Date	Principal	Interest	Total Pmt	Capitalized Interest	Net New D/S
Par Amount of Bonds	6/30/2022	\$0	\$1,083,954	\$1,083,954	(\$1,083,954)	\$0
Redeeming Premium	6/30/2023	\$0	\$1,849,400	\$1,849,400	(\$1,849,400)	\$0
Total Sources	6/30/2024	\$650,000	\$1,836,400	\$2,486,400	\$0	\$2,486,400
Uses	6/30/2022	\$680,000	\$1,809,800	\$2,489,800	\$0	\$2,489,800
Costs of Issuance ⁽¹⁾	6/30/2026	\$700,000	\$1,792,100	\$2,492,100	\$0	\$2,487,100
Deposit to Capitalized Interest (CPI) Fund	6/30/2027	\$735,000	\$1,753,300	\$2,488,300	\$0	\$2,488,300
Deposit to Project Construction Fund	6/30/2028	\$765,000	\$1,723,300	\$2,488,300	\$0	\$2,488,300
	6/30/2029	\$795,000	\$1,693,100	\$2,488,100	\$0	\$2,487,100
	6/30/2030	\$830,000	\$1,659,600	\$2,489,600	\$0	\$2,489,600
	6/30/2031	\$860,000	\$1,623,800	\$2,483,800	\$0	\$2,483,800
	6/30/2032	\$895,000	\$1,590,700	\$2,485,700	\$0	\$2,485,700
	6/30/2033	\$935,000	\$1,554,100	\$2,489,100	\$0	\$2,489,100
	6/30/2034	\$970,000	\$1,514,000	\$2,484,000	\$0	\$2,484,000
	6/30/2035	\$1,010,000	\$1,476,400	\$2,486,400	\$0	\$2,486,400
	6/30/2036	\$1,055,000	\$1,435,100	\$2,490,100	\$0	\$2,490,100
	6/30/2037	\$1,095,000	\$1,392,100	\$2,487,100	\$0	\$2,487,100
	6/30/2038	\$1,140,000	\$1,347,400	\$2,487,400	\$0	\$2,487,400
	6/30/2039	\$1,185,000	\$1,300,900	\$2,485,900	\$0	\$2,485,900
	6/30/2040	\$1,235,000	\$1,252,500	\$2,487,500	\$0	\$2,487,500
	6/30/2041	\$1,285,000	\$1,202,100	\$2,487,100	\$0	\$2,487,100
	6/30/2042	\$1,340,000	\$1,149,800	\$2,489,800	\$0	\$2,489,800
	6/30/2043	\$1,395,000	\$1,094,900	\$2,489,900	\$0	\$2,489,900
	6/30/2044	\$1,450,000	\$1,038,000	\$2,488,000	\$0	\$2,488,000
	6/30/2045	\$1,510,000	\$978,800	\$2,488,800	\$0	\$2,488,800
	6/30/2046	\$1,570,000	\$917,200	\$2,487,200	\$0	\$2,487,200
	6/30/2047	\$1,635,000	\$853,100	\$2,488,100	\$0	\$2,488,100
	6/30/2048	\$1,700,000	\$786,400	\$2,486,400	\$0	\$2,486,400
	6/30/2049	\$1,770,000	\$717,000	\$2,487,000	\$0	\$2,487,000
	6/30/2050	\$1,845,000	\$644,700	\$2,489,700	\$0	\$2,489,700
	6/30/2051	\$1,920,000	\$569,400	\$2,489,400	\$0	\$2,489,400
	6/30/2052	\$1,995,000	\$491,100	\$2,486,100	\$0	\$2,486,100
	6/30/2053	\$2,080,000	\$409,600	\$2,489,600	\$0	\$2,489,600
	6/30/2054	\$2,165,000	\$324,700	\$2,489,700	\$0	\$2,489,700
	6/30/2055	\$2,250,000	\$236,400	\$2,486,400	\$0	\$2,486,400
	6/30/2056	\$2,345,000	\$144,500	\$2,489,500	\$0	\$2,489,500
	6/30/2057	\$2,440,000	\$48,800	\$2,488,800	\$0	\$2,488,800
Totals		\$46,235,000	\$43,287,354	\$89,522,354	(\$2,933,354)	\$86,589,000

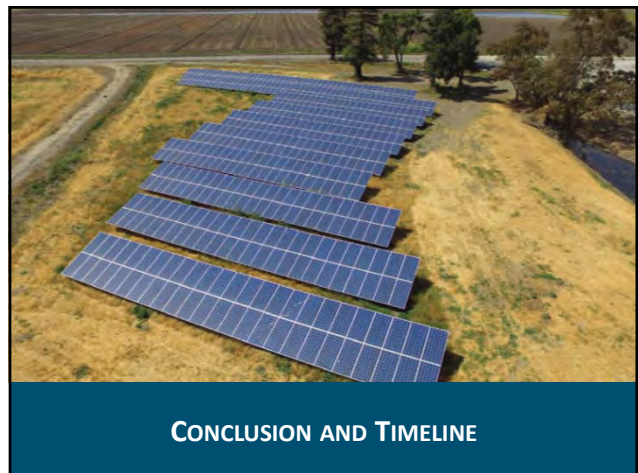
(1) Includes fees and expenses related to underwriting, legal counsel, municipal advisory, rating, trustee, printing, and additional miscellaneous fees

*Preliminary, subject to change

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Presenter: Saied

SCRWA: An Award-Winning Facility

- ▶ SCRWA considered one of the top water resource recovery facilities in California
- ▶ Also winner of 2018 Engineering Award related to aeration efficiency and solar array power purchase agreement

In recognition of

**SOUTH COUNTY REGIONAL
WASTEWATER AUTHORITY**

for outstanding professional accomplishments

**PLANT OF THE YEAR
Second Place**

CWEA
PROTECTING CALIFORNIA'S MOST
CRITICAL RESOURCE

Wendy Whit
Wendy Whit, CWEA President
2020-2021

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Presenter: NHA

Summary of the Credit

Strong Financial Management

- Experienced management with key policies in place
- Multi-year forecasts done as part of each year's budget process; budget-to-actuals presented quarterly to City Council
- Master Plan update in progress; expected update in Fall 2021; City in process of engaging a rate consultant for Prop 218 rate study
- Manageable CIP with combination of debt financing and cash pay-as-you-go financing anticipated

Award Winning Treatment Facility

- With capital improvements, SCRWA treatment plant expected to have sufficient treatment capacity next ~20 years
- Diverse customer base with 94% residential customers in 2020; top 10 users account for <10% of total revenues (top user < 2%)

Strong and Growing Local Economy

- Area benefits from driving distance to major Silicon Valley technology firms; City and surrounding area provides alternative to high-cost Bay-area housing
- Strong demand for local housing; significant planned developments;

Very Strong Financial Position and Coverage

- Minimal COVID-19 financial impact and the City does not expect COVID-19 to negatively affect ability to make debt service payments; City staff evaluating options for collection of outstanding delinquent amount
- Very strong projected coverage without factoring anticipated rate increases beginning Summer 2022 (Prop 218 process to commence FY 2021-22)
- Very strong cash balances with combined Fund 700 and Fund 435 having over 1,000 days operating cash on hand over past 6 years

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Presenter: NHA

Proposed Schedule

●	May 25	Credit Presentation to S&P
●	June 2	Receive Credit Rating
●	June 7	City Council Approval of Financing
●	June 16	Pricing
●	June 30	Closing

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APPENDIX B: FT. BRAGG PRESENTATION TO CITY COUNCIL

2021 FINANCING PROJECT

CALPERS UAL RESTRUCTURING & POTENTIAL ACQUISITION OF SOUTHERN MILL SITE PROPERTY

PROCESS UPDATE AND FINAL APPROVAL



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Delivered.

OCTOBER 12, 2021

Table of Contents

- ▶ Background/Objectives
- ▶ Pension Bond Market Update
- ▶ City of Fort Bragg Recommend Financing Strategy
- ▶ Lease Structure
- ▶ Documents Being Approved
- ▶ Next Steps



Background

- ▶ Over the course of the last 12 months, City Staff has been exploring pension cost management strategies for its growing Unfunded Accrued Liability (UAL) with CalPERS
 - ▶ The UAL is a debt with CalPERS that represents the shortfall between what the City currently has in assets vs. how much it will need to fully pay retiree benefits
 - ▶ This debt is legally required to be paid and required to be accounted for in audited financial statements
 - ▶ Current outstanding UAL balance is \$11.4 million (6/30/2020 valuation)
 - ▶ This gap/shortfall is paid back at a 7.0% interest rate currently (though this rate may decrease to 6.50% or 6.75% as described in the presentation)
- ▶ At the same time, staff has also been exploring options for funding the acquisition of certain property at the Southern Mill site



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2021 Financing Project City Objectives

Fund \$3.5M Mill Site Project While Preserving General Fund Cash Reserves/Liquidity

- City prudently intends to maintain liquidity/reserves and borrow for project at historically low interest rates; borrowing also ensures better matching of assets to liabilities

Save Money Through Restructuring Pension Debt

- Generate interest rate savings (Convert 7% CalPERS debt to $\approx$ 3.25 - 3.50% bond debt)
- Create a smoother repayment shape to enhance budget predictability and future resiliency to economic shocks + Lower the City's annual payments to create capacity to afford the \$3.5M site acquisition debt + Shorten final term of UAL debt

Secure Lowest Interest Rate on Debt

- City recently went through credit rating process (results this Friday) and intends to secure "AA" bond insurance

Flexibility

- City can pay off debt immediately if funds aren't needed for Mill Site OR use for Broadband project; City will also be able to pay off pension debt portion after 10 years if desired

Use Most Cost-Effective and Efficient/Flexible Structure

- One lease financing allows for cost savings and efficiency

Don't Burden Taxpayers with Debt

- City will fund debt with General Fund as opposed to going to voters for increased taxes for bonds

Reduce any Budgetary Impact on General Fund

- Restructuring the pension debt allows the \$3.5M debt to be layered in without any budgetary impact



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2021 Financing Project Process Update/Overview

- ▶ **December 2020:** Staff and Consultant delivered CalPERS UAL Presentation to City's Finance Committee
- ▶ **June 2021:** NHA delivered presentation to full City Council on CalPERS UAL cost management strategies and pros/cons and risks of a UAL Restructuring
- ▶ **July 2021 – September 2021:**
 - ▶ Financing Team Assembled
 - ▶ Continued refinements to financing options and strategy
 - ▶ Drafting of bond documents
 - ▶ September 20, 2021 – update presentation to City Council and feedback on proposed strategy
 - ▶ Market update, CalPERS update, options, recommended financing strategy, benefits/risks, schedule
 - ▶ October 7, 2021 – credit rating presentation to S&P
- ▶ **October 12, 2021** – final approval of financing and bond documents



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Market Update – Recent UAL Restructurings

- ▶ Since 2020, about 70 agencies have issued UAL Restructuring bonds for over \$6.5 billion in UAL funded
 - ▶ Interest rates have ranged from 2.54% to about 4.25%
- ▶ Vast majority of cities to come to market in 2021 have achieved < 3.0% interest rates
- ▶ Several planned for issuance this Fall 2021

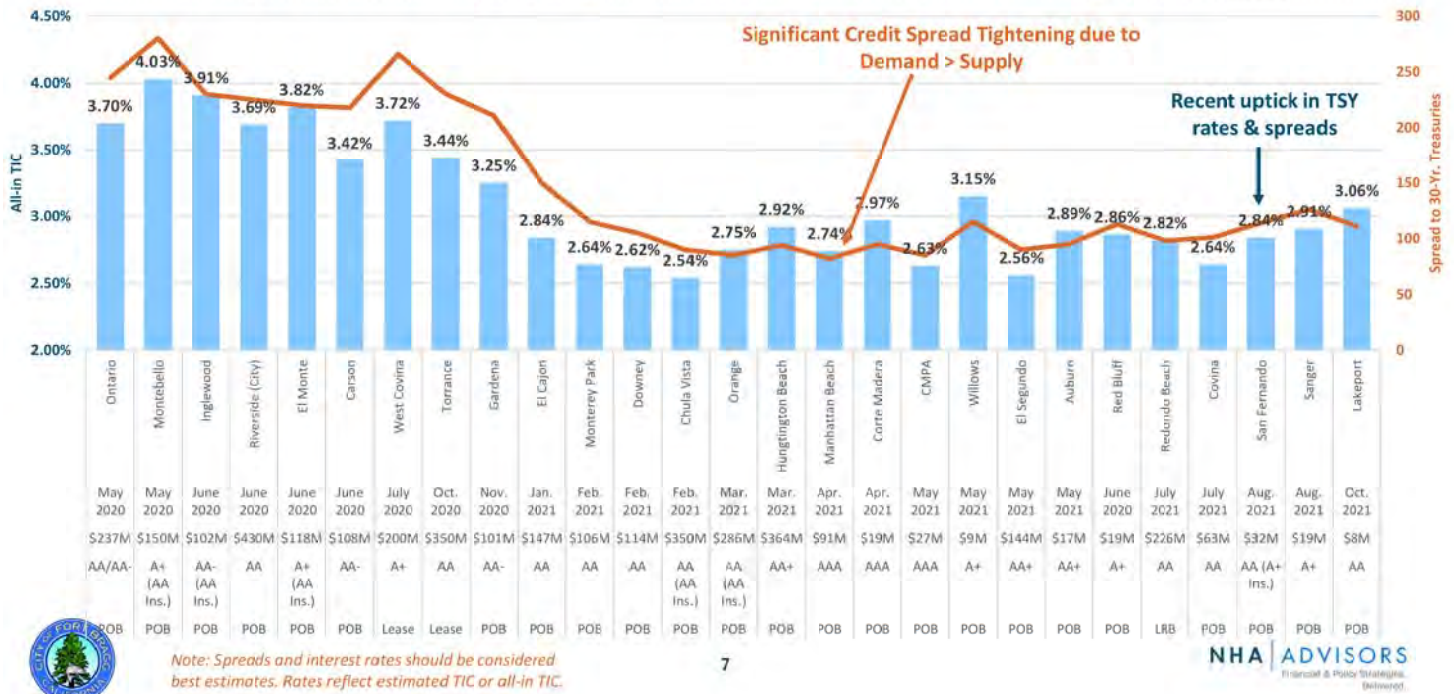
(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)
\$7,920,000	\$276,710,000	\$9,185,000	\$425,830,000	\$27,875,000	\$96,385,000	\$19,450,000	\$31,780,000	\$133,895,000	\$226,180,000
AA	AA+	AAA	AA	AA-	AA+	A+	AA (Ins.)	AA (Ins.)	AA
(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)
\$18,340,000	\$17,165,000	\$144,135,000	\$8,510,000	\$18,955,000	\$91,275,000	\$363,645,000	\$286,485,000	\$350,025,000	\$113,580,000
A+	AA+	AA+	A+	AAA	AAA	AA+	AA	AA	AA
(2021)	(2021)	(2020)	(2020)	(2020)	(2020)	(2020)	(2020)	(2020)	(2020)
\$106,335,000	\$147,210,000	\$49,875,000	\$17,590,000	\$100,590,000	\$90,000,000	\$52,950,000	\$349,515,000	\$70,075,000	\$219,890,000
AA	AA	A+	AA-	AA-	AAA	BBB+	AA	AA-	AA-

* Secured by pension tax override

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POB Market Update: POB Interest Rates (Blue Bars) Have Dropped Dramatically due to Growing Investor Demand (Orange Line)



Major Change Since June Workshop

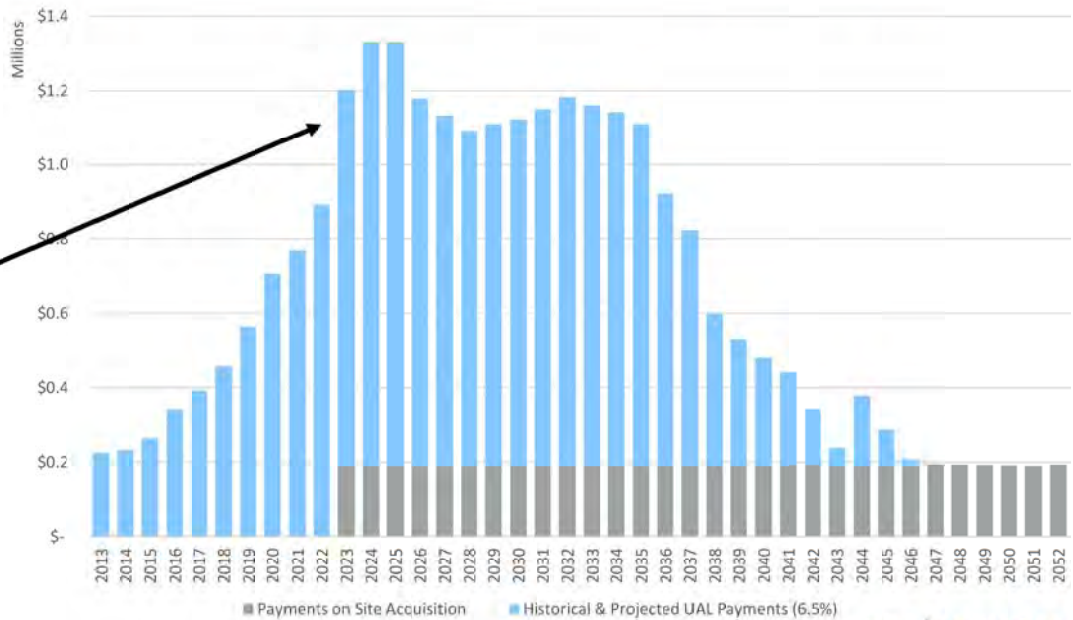
CalPERS 21.3% Gains Will Reduce City's UAL

- ▶ Given CalPERS strong 21.3% returns, City's current \$11.4M UAL debt will be reduced significantly
- ▶ However, CalPERS will offset some of this benefit through a reduction in its Discount Rate this November (their assumed rate of investment return)
 - ▶ If Discount Rate is reduced to 6.75%, City's estimated UAL will be \$8.4M
 - ▶ If Discount Rate is reduced to 6.50%, City's estimated UAL will be \$9.8M (assumed for preliminary analysis)



New Baseline Situation: Estimated Repayments for City's 9.8M UAL and Payments on \$3.5M 30-Year Bond for Southern Mill Site Project

- ▶ Even with reduction in UAL, General Fund debt payments expected to be between \$1.1 and \$1.4M through FY 2035
- ▶ Payments on UAL (light blue bars) are uneven
- ▶ Final payment on UAL in 2046



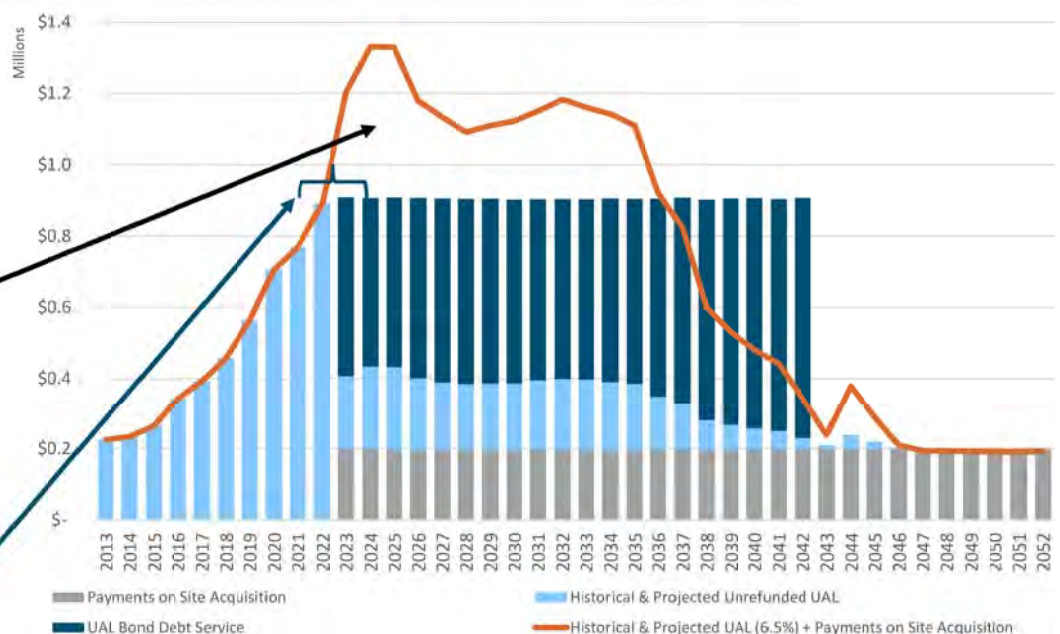
Note: Estimated UAL payments sourced from CalPERS Outlook Tool

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Restructuring Strategy to Reduce Budgetary Impact Baseline Payments (Orange) vs. New Proposed Payments (Bars)

- ▶ 70-80% of UAL refinanced (dark blue bars) to create overall lower/smoothen debt payments for General Fund
- ▶ Term reduced to 2042
- ▶ Overall payments significantly lower (\$3.6M est. savings) vs. Baseline through 2035 shown in orange line
- ▶ Restructuring allows for overall General fund debt payments of \$900K annually
- ▶ No increase to what City just paid on UAL for FY 2022



Note: Estimated UAL payments sourced from CalPERS Outlook Tool

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Estimated Savings Analysis for Proposed UAL Restructuring

Metrics	\$7.5M UAL Restructuring
\$ UAL Payoff	\$7,500,000
% UAL Funded (Current Asset Valuations)	68%
Funded Ratio (Current Asset Valuations)	91%
% UAL Funded (Projected After FY 2021 Returns & 6.5% Discount Rate)	80%
Funded Ratio (Projected After FY 2021 Returns & 6.5% Discount Rate)	96%
Maturity	20 Years
Average Life	12.8 Years
True Interest Cost (on UAL Restructuring)	3.23%
All-In Interest Cost (on UAL Restructuring)	3.52%
Present Value Savings (%)	23.36%
Present Value Savings (\$)	\$1,829,159
Cumulative Savings	\$1,691,848
Savings (2023-2035)	\$3,558,684
Avg. Annual Savings (2023-2035)	\$273,745



Note: Savings assume CalPERS earns 6.50% on average over next 20 years

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Revisiting UAL Restructuring Risks

CalPERS Reinvestment/Market Timing Risk

- ▶ Savings is ultimately dependent on future CalPERS returns, which are unknown at time of issuance
 - ▶ If CalPERS earns less than 6.50/6.75%, savings will be less than shown on previous pages
 - ▶ If CalPERS earns more than 6.50/6.75%, savings will be more than shown on previous pages
- ▶ Rule of Thumb: Present value savings occur ONLY if CalPERS earns greater returns than pension bond interest rate (i.e., 3.15-3.50% in current market)
 - ▶ City would be worse off if CalPERS earned less than bond rate (3.15-3.50%) on average over next 20 years
 - ▶ Near-term losses exacerbate this risk given large lump sum deposit into the market

CalPERS 5-Year Average Annual Return: 10.5%
 CalPERS 10-Year Average Annual Return: 8.8%
 CalPERS 20-Year Average Annual Return: 7.4%
 CalPERS 30-Year Average Annual Return: 7.5%



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Financing Structure

Lease-Lease Back with Fort Bragg Joint Powers Financing Authority

- ▶ City will use a lease-lease back financing structure to effectuate the financing
- ▶ Most common type of structure to effectuate California General Fund backed borrowing
 - ▶ No tax increase needed, provides long term financing from City funds
 - ▶ Most common general fund financing method for cities in California
 - ▶ **325+ issuances for California Cities over last 20 years**
 - Examples include for Ukiah, Arcata, Willits, Eureka, Redding, Lakeport, Willows, Santa Rosa, Sausalito, Corte Madera, Half Moon Bay, Morro Bay, Scotts Valley, Williams, Windsor, Yreka, Yountville and Mendocino County
- ▶ City owned assets are utilized to effectuate the structure, but are there is no risk of foreclosure or any title/deed transfer of ownership
 - ▶ If for some reason the City did not pay on its debt, the trustee or bond insurer could “re-let” (lease to another party) the asset in order to generate the revenue needed to pay for the financing.
- ▶ While the City has several assets, City Hall and Police Station are structurally sound and provide the City lowest interest rate possible
 - ▶ If City has future borrowing needs, it can use other assets or the same assets if there is sufficient capacity (value to lease obligation) to leverage



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Recap of Financing Strategy

- ▶ **One lease revenue bond for pension debt restructuring**
 - ▶ **Flexibility:** Can pay debt off early or use for other projects
 - ▶ **Savings:** City will leverage benefit of pension restructuring to layer in \$3.5M Mill Site debt without any impact on annual budget
 - ▶ **No impact to taxpayers**
 - ▶ **Efficiency:** One transaction (vs. two) saves on financing costs and staff time
 - ▶ **Lowest Interest Rate:** Essential assets and strong credit rating will allow City to take advantage of historically low rates
- ▶ While the use of proceeds for \$3.5M Mill Site project is in line with City's vision for "Blue Economy" and sustainable development, this transaction will not be designated as ESG (Environment, Social, Governance Bond)
 - ▶ City would like to maintain flexibility to use proceeds for other projects if desired (i.e. Broadband) that cannot be designated as ESG



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Documents Being Approved Tonight

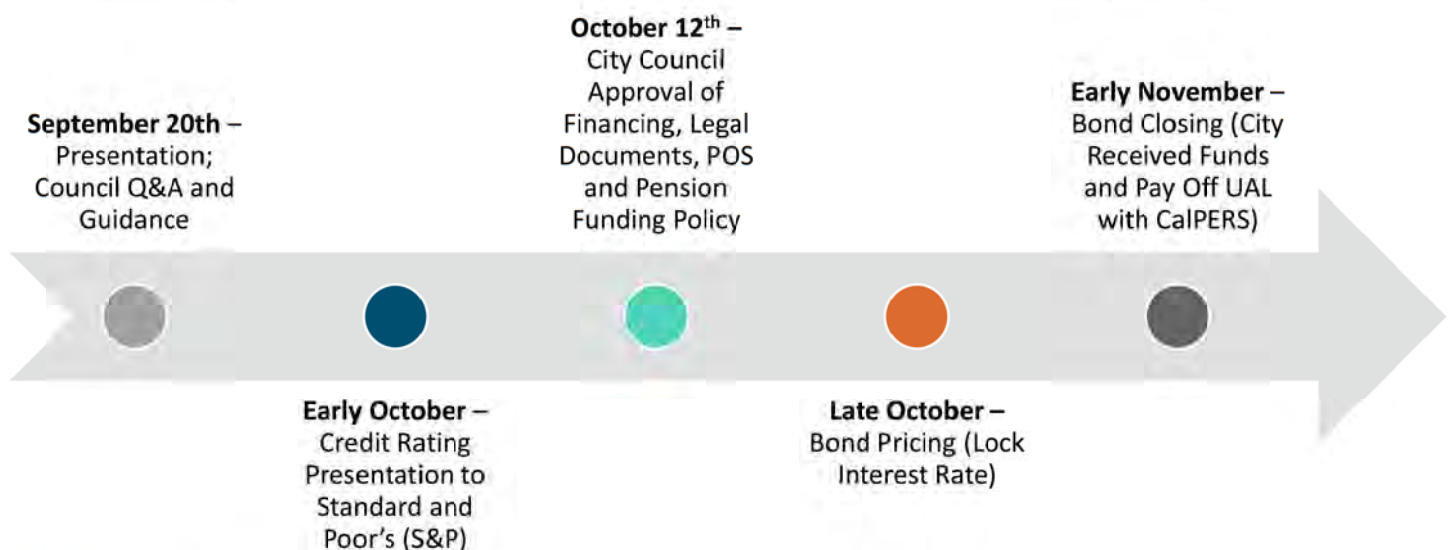
- ▶ **Site Lease**
 - ▶ Agreement between the City as lessor and the Authority as lessee, under which the City leases the Leased Property (i.e., City Hall and Police Station) to the Authority in consideration of the payment of an upfront amount which will be applied by the City to the projects being financed
- ▶ **Lease Agreement**
 - ▶ Agreement between the Authority as lessor and the City as lessee, under which the Authority leases the Leased Property back to the City and the City agrees to pay semiannual lease payments to provide revenues with which to pay principal and interest on the 2021 Bonds when due
- ▶ **Indenture of Trust**
 - ▶ Provides for execution and delivery of the 2021 Bonds and lays out the covenants and specifics of the 2021 Bonds, as well as the Trustee's duties, repayment mechanisms, default and remedies provisions, and Bondholder's associated rights and remedies
- ▶ **Assignment Agreement**
 - ▶ Provides the terms and conditions under which the Authority assigns the City's lease payments to the Trustee, for ultimate payment to the Bondholders
- ▶ **Preliminary Official Statement**
 - ▶ The primary marketing document to prospective bond purchasers containing information on the plan of finance, security for the bonds, information on the City and continuing disclosure requirements
- ▶ **Bond Purchase Agreement**
 - ▶ Agreement whereby the Underwriter will agree to purchase the 2021 Bonds and make a bona-fide public offering



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Next Steps and Proposed Schedule

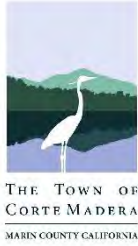


Note: The POS is the Preliminary Official Statement and is the prospectus used to solicit interest for the City's bonds from investors

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APPENDIX C: EXAMPLE PENSION FUNDING POLICIES



CORTE MADERA TOWN COUNCIL STAFF REPORT

REPORT DATE: March 11, 2021

MEETING DATE: April 6, 2021

TO: Honorable Mayor and Members of the Town Council

FROM: Daria Carrillo, Finance Director *DBC*

SUBJECT: Approval of a Reserve Policy



RECOMMENDED ACTION:

Staff recommends that the Town Council adopt the attached Resolution approving a Reserve Policy.

BACKGROUND:

A key component of a financially stable organization is sufficient reserves. Strong reserves allow an organization to weather economic downturns and address unexpected emergencies while keeping impacts to Town services to a minimum.

The Town's current reserves include a 10% Operating Fund reserve and a \$2.5 million reserve in the Corte Madera Sales Tax Override Fund. Sanitary District No. 2 of Marin County, a subsidiary of the Town, has a separate \$2.5 million reserve.

In addition to the reserves noted above, the Town has established an irrevocable Section 115 pension stabilization trust. The balance in this trust can only be used to pay for pension expenditures. As of December 31, 2020, the balance in the trust is \$3,867,572.

The Town has also established a trust for Other Post Employment Benefits (OPEB). The balance in this trust can only be used to pay for retiree health care expenditures. As of December 31, 2020, the balance in this trust is \$3,732,030.

DISCUSSION:

Staff recommends the following reserves:

OPERATING FUND RESERVE:

The Town currently maintains an operating reserve of 10% of operating expenditures and transfers to other funds. As of June 30, 2020, this reserve amount was approximately \$2.1 million. Staff recommends that the Town Council increase this reserve to 20%. A 20% reserve is equivalent to approximately 2.5 months of expenditures.

In order to meet the 20% reserve, staff recommends that half of all future surplus revenue shall be transferred to the operating fund reserve until the 20% reserve is established. Operating surplus revenue is determined upon the close of the fiscal year if revenue exceed actual expenditures and transfers to other funds within the operating fund. Special consideration shall be made by the Finance Director each year when determining potential surplus funds so as not to leave any General Fund supported fund, such as the Insurance Fund, with a negative fund balance.

The remaining half of future surplus revenue may be used for transfer to the OPEB trust, reduction of the deficit in the Park Madera Center Fund, which is currently approximately \$2.1 million, additional allocation toward the increased operating reserve, or other Town expenditure as approved by the Town Council.

Town staff has been informed that the Town will receive approximately \$1.8 million as its share of the American Rescue Plan. If the Town receives these funds, staff recommends depositing \$300,000 in the Park Madera Center Fund in order to reduce the deficit in that fund and to offset losses incurred due to the COVID 19 emergency. Staff recommends that the remaining funds be designated toward the 20% reserve.

CORTE MADERA SALES TAX OVERRIDE FUND RESERVE:

Staff recommends retaining the \$2.5 million emergency reserve currently held in this fund.

PENSION RESERVE:

The Town's projected unfunded accrued liability (UAL) for June 30, 2021 is \$21.4 million. This includes miscellaneous (non-safety) employees as well as Fire Department employees prior to the transfer of employees to Central Marin Fire Authority in March 2019.

The Town's unfunded liability payment has increased from approximately \$733,000 in 2015 to \$1,324,259 in the current fiscal year. This does not include normal cost, the annual cost of service for the upcoming fiscal year for current employees, or shared plan costs, such as shared costs for police and fire services that are provided through Joint Powers Authorities (JPA).

Pension cost increases are largely out of the Town's control and are due primarily to actuarial assumption changes made by CalPERS, and the lowering of the discount rate by CalPERS due to below average investment returns.

The Town has taken steps to address its pension obligations, including establishing the trust fund mentioned above to mitigate future volatility with respect to required CalPERS payments. Additionally, Town employees who are members of the CalPERS Classic Plan are required to pay 5.5% of salary toward the employer contribution for normal cost in addition to the required 8% employee contribution, for a total of 13.5%.

At this time the Town does not employ safety employees, but Fire Department employees formerly employed by the Town and enrolled in the CalPERS classic 3% at 50 plan are now employed by Central Main Fire Authority and enrolled in the 3% at 55 plan. As a new agency, Central Marin Fire Authority has no material pension obligation as of the most recent CalPERS actuarial report. Liability for these employees prior to March 25, 2019 is retained by the Town and included in the \$21.4 UAL. Regarding Police Department retirement costs, the Town shares liability with City of Larkspur and Town of San Anselmo, the other members of Central Marin Police Authority. Each agency is responsible for 1/3 of the UAL for police retirement costs attributed to these agencies.

Staff proposes a establishing a pension reserve policy as follows:

- If Pension Obligation Bonds are issued, the Town shall budget all of the net annual savings to be expended on the Town's unfunded pension or retiree obligations to the extent there exists an unfunded liability for post-retirement benefits. If there is an unfunded liability for post- retirement benefits, the Town's savings under this proposed policy may be deposited in the Town's pension stabilization trust, its OPEB trust fund, or may be paid directly to CalPERS for the purpose of paying its unfunded pension liability.
- In the event of an economic hardship, or other unanticipated fiscal emergency, the Town Council may make an emergency declaration to use the net savings for other purposes.
- The Town's current pension stabilization trust fund may be used toward the repayment of future CalPERS unfunded liability, in part or in whole, or for other CalPERS retirement costs, including the CalPERS normal cost.
- The Town Finance Committee will review this policy each year and will make recommendations to the Town Council regarding possible changes.

It is anticipated that pension fund contributions will stabilize in approximately 2030 and will slowly be reduced until the outstanding unfunded pension liability is paid in full by the year 2045. Pension Obligation Bonds may be considered to smooth the impacts over this period. The pension stabilization trust will remain in place until pension contributions have stabilized and the Town has no remaining unfunded pension liability or projected liability.

FISCAL IMPACT:

The approval of these policies would result in the establishment of the reserves discussed above.

- The operating fund reserve would increase by approximately \$2 million. The timeline for achieving this reserve is dependent on future surplus reserves.
- The Corte Madera Sales Tax Override Fund would remain unchanged.

- If the Town issues Pension Obligation Bonds, the initial annual savings (in FY 2022) are estimated to be approximately \$300,000 to \$450,000 and average \$660,000 to \$815,000 through 2036 depending on the Pension Obligation Bond structure selected by the Town Council. Savings would be deposited into one of the Town's trust funds or paid to CalPERS to reduce the unfunded liability.
- The Town will have the ability to pay off the pension obligation bonds early, not directly from the 115 trust, but with other available Town funds.

ENVIRONMENTAL IMPACT:

This activity is not defined as a project under CEQA (Section 15378 CEQA Guidelines).

OPTIONS:

1. Adopt the attached Resolution.
2. Direct staff to make changes to the policy and Resolution.
3. Take no action.

ATTACHMENTS:

1. Resolution No. 14/2021

THIS ITEM HAS BEEN REVIEWED AND APPROVED BY THE TOWN MANAGER.

CITY OF CHULA VISTA			
SUBJECT: Pension & OPEB Reserve Fund Policy		POLICY NUMBER	EFFECTIVE DATE
			PAGE 1 of 2
ADOPTED BY: Resolution No.		DATED: November 3, 2020	
AMENDED BY:			
<u>BACKGROUND</u>			
The following policy has been developed in response to large annual pension cost increases as a result of current and retired employees living longer, lower than anticipated investment returns by CalPERS over the last several years, and CalPERS policies adopted that require all cities to payback all unfunded pension liability over the next thirty years for existing unfunded liability and over twenty years for any new unfunded liability. This policy will formalize a funding mechanism for the establishment of a Pension Reserve Fund (PRF) to be used at the City's discretion to help offset future pension cost increases. As of June 30, 2020 the total Miscellaneous plan Unfunded Actuarial Liability (UAL) was \$190,478,272 and the total Safety plan UAL was \$163,766,889. The City also provides certain Other Pension Employment Benefits (OPEB) in the form of subsidized health care rates for tier 1 retirees. As of June 30, 2019 the total OPEB liability for the City is \$15,938,213. The City budgets the implied subsidy amounts on an annual basis.			
<u>PURPOSE</u>			
To establish a formal City Pension Reserve Fund Policy and OPEB Reserve Fund Policy.			
<u>POLICY</u>			
<u>Allocation Methodology</u>			
This policy amends the General Fund Reserve Policy – Fiscal Health Plan, all allocations for the PRF will only occur after the full funding of the 15% General Fund Operating Reserves.			
Upon meeting the 15% General Fund Operating Reserves 75% (seventy-five percent) of all future surplus funds shall be transferred to the PRF for the purposes of that fund while the remaining 25% (twenty-five percent) is allocated to the Economic Contingency Reserves and Catastrophic Event Reserves in accordance with the General Fund Reserve Policy- Fiscal Health Plan. In the event all three General fund reserve accounts are fully funded at the stated policy percentages, 100% of surplus funds will be transferred to the PRF until it reaches 15% of General Fund Expenses (excluding Measure A & P, identical dollar amount to the General Fund Operating Reserves).			
Ongoing surplus funds are determined upon the close of the fiscal year if revenues exceed actual expenditures within the General Fund. Special consideration shall be made by the Finance Director each year when determining potential Surplus Funds so as not to leave any General Fund supported funds (Workers Compensation, Public Liability, Insurance Fund) with a negative fund balance.			
In addition, if Pension Obligation Bonds are issued, the City shall budget a minimum of 75% of the net annual savings (determined at bond issuance for years 1-10, not adjusted annually for any new unfunded liability or change in actuarial assumptions) for bond fiscal years 1 through 10 to be transferred to the			

CITY OF CHULA VISTA			
SUBJECT: Pension & OPEB Reserve Fund Policy		POLICY NUMBER	EFFECTIVE DATE
			2 of 2
ADOPTED BY: Resolution No.		DATED: November 3, 2020	
AMENDED BY:			
Pension Reserve Fund on an annual basis. This fund will take the form of a Section 115 Trust and will replace the Pension Reserve Fund described above. Upon full funding of the 15% Pension Reserve Fund in the 115 Trust, all surplus funds will be allocated 50% to an OPEB Reserve Fund and 50% to an OPEB Bond Call Fund. Once 75% funding of outstanding OPEB liability is achieved, all remaining surplus funds will be deposited into the OPEB Bond Call Fund. The Finance Department shall provide a comprehensive reserve fund status report, including five-year reserve fund balance projections, annually to the City Council along with the Comprehensive Annual Financial Report. In the event of an economic hardship, or other unanticipated fiscal emergency, the City Council may make an emergency declaration to reduce the annual transfer to the PRF, only if all funds in the Emergency Reserve and Economic Contingency Reserve have been depleted. This declaration will only apply to the fiscal year in which it was made. Ongoing fiscal challenges will require a second or third emergency declaration. <u>Other Provisions</u> PRF funds may be used towards: repayment of future CalPERS unfunded liability in part or whole; the issuance of debt for the purposes of refinancing or issuing pension obligation bonds or other similar debt instruments; establishment of an OPEB reserve fund; to pay off any outstanding OPEB's; and any other unanticipated pension related cost or charge. The Finance Department shall create the PRF in the fiscal year in which the first scheduled transfer is to occur. It is anticipated that pension fund contributions will eventually stabilize around the year 2030 and will slowly be reduced until the outstanding unfunded pension liability is paid in full by the year 2045. Pension Obligation Bonds may be considered to smooth the impacts over that twenty-four-year period. This PRF will remain in place until such time pension contributions have stabilized and the City has no remaining unfunded liability or projected liability in the future. If any part of this Policy conflicts with Federal or State laws, or the City of Chula Vista Municipal Code, or Charter, those laws will take precedence over this Pension Reserve Fund Policy. <u>Definitions:</u> Surplus Funds – Actual revenues exceeding expenditures, if applicable, for each fiscal year. The surplus funds determination is typically made around October of each year for the prior fiscal year. Bond Fiscal Year – Begins the first fiscal year immediately following the issuance of pension obligation bonds.			

APPENDIX D: NHA LEAD ADVISORY TEAM RESUMES



**Public Finance
Professional Since:
2003**

Expertise

- General Fund Financing
- Pension Obligations
- Utility Financing
- Redevelopment Financing and Tax Increment Modeling
- Project Management
- Financial Modeling
- Credit Analysis and Presentations

Education

UC San Diego

- B.S. Management Science

Licenses & Registrations

- Registered with the SEC and MSRB
- Series 50 License

Mike Meyer, Vice President

Since 2003, Mr. Meyer has been providing a high level of support to California municipalities as an advisor, consultant, and an investment banker. He manages NHA's San Diego office and the firm's Pension and Fiscal Sustainability Group.

Mr. Meyer has executed all types of financings available to California municipalities, including pension obligation bonds, utility revenue (water/wastewater/storm drain), general fund backed leases, tax increment, general obligation, transportation, land secured, housing and sales tax transactions. Mike's clients range from medium/large cities like Oxnard, Riverside, Chula Vista and Berkeley to smaller cities like Corcoran, Riverbank and Ukiah, to special district's such the Novato Sanitary District and North County Fire Protection District.

As the firm's resident pension expert, Mr. Meyer also manages NHA's Pension and Fiscal Sustainability Group, which has advised over 45 California local agencies on topics ranging from basic CalPERS education, to UAL cost management strategies (Section 115 Trusts, Additional Discretionary Payments, etc.), to UAL restructuring projects. In 2015, he led the firm's efforts to pioneer some of the first UAL "smoothing" transactions, which were executed as privately placed lease revenue bonds given that POBs were not feasible at that time. As the POB market re-emerged in 2018 and 2019, Mike has recently worked on over \$1.5 billion of pension bond transactions for cities, utilities districts and fire districts. This experience includes all types of UAL financing structures: both privately placed debt as well as publicly offered, validated and non-validated POBs, as well as alternative structured like lease revenue bonds and utility revenue bonds. Notable transactions include the \$450 million City of Riverside POB (closed 2020), \$120M El Monte Tax Override Secured POB, \$350 million City of Torrance Lease (closed 2020) and the \$350 million Chula Vista POB (January 2021 expected pricing).

Mike and the Pension Group pride itself on delivering an agnostic, comprehensive process to evaluate cost management strategies, including (1) comprehensive staff and stakeholder education, (2) agnostic evaluation of all options available and the pros/cons, and (3) stress testing to assess the downside risks (reinvestment and market timing) of pension bonds. Mike has spoken on this topic in several public forums, including CSMFO chapter meetings.

Prior to NHA Advisors, Mike served as a Principal with Eric Scriven (NHA partner) at p2 Capital Advisors (2012 to 2014), providing independent consulting and advisory work to numerous California public agencies. Prior to that, he served as a Vice President at De La Rosa Investment Bankers. Mike has also worked on several unique financing programs in his career including the 2004 Vehicle License Fee (VLF) pooled financing (>100 different city participants), 2009 Beverly Hills OPEB Buyout, 2016 Berkeley Parking Revenue Bonds for a new downtown garage, transportation revenue secured financings (gas tax and local sales tax return) for Oxnard and Lancaster, and lease bonds to fund CalPERS UAL in the cities of Torrance, Ukiah, West Covina, Lakeport and Arcata.

From 2013 to 2017, Mike also helped coach the Division I UC Davis Men's Tennis team and obtain the program's first national ranking and NCAA tournament berth. Mike enjoys being active and in nature, spending his free time backpacking, hiking, surfing, playing sports and is a dedicated practitioner of yoga and meditation.



**Public Finance
Professional Since:
1989**

Expertise

- Cities and Special Districts
- Renewable & Energy Efficiency Financing
- Utility Expert – Water, Wastewater, Refuse
- Educational Presentations, Public Speaking
- Public Finance and Policy Leadership
- Voter-Approved Financing

Education

UC DAVIS
UNIVERSITY OF CALIFORNIA

- B.S. Managerial Economics
- B.S. Agricultural Economics

Licenses & Registrations

- Registered with the SEC and MSRB
- Series 50 License

Craig Hill, Managing Principal

Mr. Hill has been a public finance professional since 1989 and is a founding partner of NHA Advisors, LLC. His clients include California cities, special districts, counties, K-12 school districts and former redevelopment agencies throughout the State. In addition to providing traditional financial advisory expertise on public finance, Mr. Hill's expertise includes advising on public policies related to financial matters, appropriate reserve levels and capital finance requirements. His understanding of local government and the operational components (public safety, water, sewer, marinas, airports, golf courses and other enterprise funds) provides a professional basis to assist public agencies in developing sound financial planning practices.

Mr. Hill's technical experience includes advising on the issuance of water and sewer revenue bonds, general obligation bonds, tax allocation bonds, certificates of participation, tax and revenue anticipation notes, land-secured improvement bonds, and bond anticipation notes. In addition to traditional projects, Mr. Hill is also active in energy efficiency and renewable energy project financing including power purchase agreements.

Mr. Hill regularly speaks on public finance, renewable and energy efficiency project finance and public policy matters to professional associations including the League of California Cities, the California Society of Municipal Finance Officers, California Debt and Investment Advisory Commission, Municipal Management Association of Northern California (MMANC), the Milken Institute and Carbon War Room.

Prior to founding NHA Advisors, Mr. Hill began his public finance career as a financial analyst for the Sacramento Municipal Utility District (SMUD) to evaluate the financial and economic feasibility of the Rancho Seco Nuclear Power Plant Plan. In addition to working for the SMUD, Mr. Hill worked for the State of California (Office of Energy Assessments) to develop financing programs for statewide facility upgrades mandated by the governor. Since joining the private practice, he managed the financial services group of Jones Hall Hill & White, a premier bond counsel firm in San Francisco. Mr. Hill began his own municipal advisory practice with Mark Northcross in 1996 after working for Kelling, Northcross & Nobriga.

In addition to working as a municipal advisor, Mr. Hill serves as a board member for the HdL Companies and has served as a member of the Novato Park & Recreation Commission, Novato Investment Committee, and Novato Budget Committee. He has also served on the board of directors for the Novato Youth Soccer Association and as President of the Novato Lacrosse Club. He is enjoying the fruits of his parental labor with four kids in high school or college and playing competitive lacrosse at the highest level.



Public Finance
Professional Since:
1990

Expertise

- Cities and Special Districts
- Utility Expert - Water, Wastewater, Refuse, Land-Secured
- Expert on Educational Presentations, Public Speaking

Education

Berkeley
UNIVERSITY OF CALIFORNIA

- B.S. Urban Land Economics and Finance
- MBA, Haas School of Business

Licenses & Registrations

- Registered with the SEC and MSRB
- Series 50 License
- Series 54 License

Eric Scriven, *Principal*

Since 1990, Mr. Scriven has developed a generalist background and common-sense approach to solving problems and “going the extra mile” to serve his municipal and special district clients. He provides a high level of due diligence, always developing the widest array of strategic options, using his skills (and his fiduciary ethos towards his clients) to be their agent and energetic advocate during negotiations with other parties, and an efficient and effective project manager when called upon to act in a municipal advisory or investment banking (at prior firms) role.

Mr. Scriven has developed an expertise in lease, utility revenue, land secured and pension restructuring transactions. His assignments have ranged from large, AAA metropolitan city credits to non-rated, “story bond” financings in remote locations. As banker and advisor, he has successfully structured and closed, variable rate notes, interest rate swaps and caps, forward closing bonds, anticipation notes, transactions with extraordinary redemption flexibility, as well as many long-term fixed rate bonds. Mr. Scriven draws upon his years as an investment banker to advise his clients on how they may best match their goals and objectives with feasible solutions that will be accepted by underwriters and investors. Additionally, he uses this detailed experience to assist his clients during the bond sale process to be an active participant to help secure optimal results.

Between virtual visits to city halls and time spent in the office, Eric actively seeks out outdoor adventures. Kings Canyon, Colorado’s Crested Buttes, Half Dome, Glacier NP, the Mt. Shasta summit and the Grand Canyon—and always the Pacific Ocean—are recent and very memorable destinations!

Mr. Scriven earned his MBA from the Haas School of Business and his B.S. in Finance and Urban Land Economics from UC Berkeley. He holds Series 50 (Registered Municipal Advisor) and Series 54 (Municipal Principal) licenses.

APPENDIX E: REQUIRED DISCLOSURES

Registration

All NHA municipal advisors are registered with the Municipal Securities Rulemaking Board (“MSRB”) and Securities Exchange Commission (“SEC”) and maintain the Series 50. NHA’s good standing with the MSRB can be found on the MSRB website: <http://msrb.org/MARegistrants.aspx>. Additionally, copies of NHA’s most recent form MA and each most recent form MA-I filed with the SEC may be accessed electronically here:

<https://www.sec.gov/edgar/searchedgar/companysearch.html>.

No Business Relationships with Broker-Dealers or Fee Splitting Arrangements

NHA has no affiliation, ownership or relationship with any broker-dealer. NHA abides by all the new rules for Independent Registered Municipal Advisors, which includes not allowing for finder’s fees, fee splitting, payments to consultants, or other contractual arrangements that present either a real or perceived conflict of interest.

Further, NHA certifies that the firm will not participate in any activities that directly pertain to the underwriting or purchasing of any financing debt or bonds issued by the City or its affiliates, while contracted for services as a Municipal Advisor by the City.

Fiduciary Duty

NHA Advisors is registered as a Municipal Advisor with the SEC and MSRB. As such, NHA Advisors has a fiduciary duty to the City and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

- a) exercise due care in performing its municipal advisory activities
- b) possess the degree of knowledge and expertise needed to provide the City with informed advice
- c) make a reasonable inquiry as to the facts that are relevant to the City’s determination as to whether to proceed with a course of action or that form the basis for any advice provided to the City; and
- d) undertake a reasonable investigation to determine that NHA Advisors is not forming any recommendation on materially inaccurate or incomplete information; NHA Advisors must have a reasonable basis for:
 - i. any advice provided to or on behalf of the City;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the City, any other party involved in the municipal securities transaction or municipal financial product, or investors in the City securities; and
 - iii. any information provided to the City or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

NHA Advisors must deal honestly and with the utmost good faith with the City and act in the City’s best interests without regard to the financial or other interests of NHA Advisors. NHA Advisors will eliminate or provide full and fair disclosure (included herein) to Issuer about each material conflict of interest (as applicable). NHA Advisors will not engage in municipal advisory activities with the City as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the City’s best interest.

Conflicts of Interest and Other Matters Requiring Disclosures

- As of this date, there are no actual or potential conflicts of interest that NHA Advisors is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If NHA

Advisors becomes aware of any potential conflict of interest that arise after this disclosure, NHA Advisors will disclose the detailed information in writing to the City in a timely manner.

- The fee paid to NHA Advisors increases the cost of investment to the City. The increased cost occurs from compensating NHA Advisors for municipal advisory services provided.
- NHA Advisors does not act as principal in any of the transaction(s) related to its role/work on the Project.
- During the term of the municipal advisory relationship, any agreement between the City and NHA Advisors will be promptly amended to reflect any material changes or additions.
- NHA Advisors does not have any affiliate that provides any advice, service, or product to or on behalf of the City that is directly or indirectly related to the municipal advisory activities to be performed by NHA Advisors
- NHA Advisors has not made any payments directly or indirectly to obtain or retain the City's municipal advisory business
- NHA Advisors has not received any payments from third parties to enlist NHA Advisors' recommendation to the City of its services, any municipal securities transaction or any municipal finance product
- NHA Advisors has not engaged in any fee-splitting arrangements involving NHA Advisors and any provider of investments or services to the City;
- NHA Advisors has a conflict of interest from compensation for municipal advisory activities to be performed that are contingent on the size or closing of any transactions as to which NHA Advisors is providing advice
- NHA Advisors does not have any other engagements or relationships that might impair NHA Advisors ability either to render unbiased and competent advice to or on behalf of the City, or to fulfill its fiduciary duty to the City, as applicable; and
- NHA Advisors does not have any legal or disciplinary event that is material to the City's evaluation of the municipal advisory or the integrity of its management or advisory personnel.

Pursuant to MSRB G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- NHA Advisors is currently registered as a Municipal Advisor with the SEC and the MSRB.
- Within the MSRB website at www.msrb.org, the City may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

Legal Events and Disciplinary History

NHA Advisors does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The City may electronically access NHA Advisors' most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

Recommendations

If NHA Advisors makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the City and is within the scope of the engagement, NHA Advisors will determine, based on the information obtained through reasonable diligence of NHA Advisors whether a municipal securities transaction or municipal financial product is suitable for the City. In addition, NHA Advisors will inform the City of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation
- the basis upon which NHA Advisors reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the City; and
- whether NHA Advisors has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the City objectives.

If the City elects a course of action that is independent of or contrary to the advice provided by NHA Advisors, NHA Advisors is not required on that basis to disengage from the City.

Record Retention

Effective July 1, 2014, pursuant to the SEC record retention regulations, NHA Advisors is required to maintain in writing, all communication and created documents between NHA Advisors and the City for five (5) years.

If there are any questions regarding the above, please do not hesitate to contact NHA Advisors.



**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 17, 2022

**SUBJECT: ACCEPT THE COMMUNITY SOCIAL SERVICES GRANT YEAR ONE
REPORT**

RECOMMENDATION

Accept the Community Social Services Grant Year One report.

BACKGROUND

On October 15, 2020, the City Council authorized the awarding of \$320,000 in the FY20/21 fiscal year to enhance community and social services. Enhanced services in realms including, but not limited to, education, recreation, social work, public health, public safety, mental health, youth development, elder care, community building and restoration, and homeless and housing advocacy are eligible for funding.

Eligible applicants were public or private nonprofit organizations, including community-based organizations (CBO) and faith-based organizations serving Seaside residents. Applicants were urged to propose cost-effective projects that meet a significant and timely community need and/or impact a substantial number of individuals. Applicants were required to propose a cash and/or in-kind match of at least 10%.

FY 20/21 Grantees

Community Based Organization	Award Ranking	Amount awarded
Community Human Services	91	\$50,000
The Village Project	90	\$116,820

Community Partnership for Youth	89	\$100,000
Meals on Wheels	87	\$20,000
Sun Street Centers	84	\$30,760
Seaside Aquatics Club (dolphins)	80	\$2,420
Total awarded		\$320,000

The contract period was November 1, 2020 - November 3, 2021, in order to give each organization an opportunity to fully expend the awarded funds and fulfill the terms of the contract. Each organization expended the grant funds and reported their progress to the City per the grant guidelines and upon request.

Grant Program Descriptions

Community Human Services used grant funding to support their work at the Seaside Family Services Center. The Family Services Center offers outpatient mental health services, domestic violence / anger management classes, parent education and supervised visitation and exchange.

The Village Project was able to fully fund one full-time therapist for Seaside residents to receive counseling and one full-time youth intervention specialist to provide mentoring, intervention and interruption services to youth in Seaside.

Community Partnership for Youth used grant funding to fully fund a mentoring program. Supporting Monterey Peninsula School District students identified as needing extra support. Staff worked remotely (and on site) during the height of the pandemic to support young people and their families. School site locations included support at Ord Terrace, MLK middle school, and Highland.

Meals on wheels used grant funding to supply meals (roughly 2,700) for Seniors within the City of Seaside.

Sun Street Centers provided virtual counseling sessions for teens and adults, eight DUI classes per week, prevention activities via zoom (and in person); salaries for three student youth leaders to facilitate intervention and prevention services. They were able to retool their program to virtual during the pandemic, and provide staff with PPE for on-site services.

Seaside Aquatics used grant funds to support the Seaside High School swim team. Students were awarded a scholarship to subsidise their fees. They provided 24 scholarships during the grant period.

Data Reports

Successful applicants were required to submit quarterly reports to the City of Seaside (attached). This included descriptions of special events, significant activities, and major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program, and other information as needed. During the contract period, 2,604 people received services through our partners with support from the Community Social Services Grant.

Program challenges

The programs faced many challenges while trying to provide services during the Covid 19 pandemic. Programs that were designed to be hosted in person had to be re-tooled to become virtual, they had to purchase PPE for staff and program participants to keep everyone safe, and work with limited staff who became ill and weren't able to work. They work with our seniors, teens, assisted youth and families with wrap around services to ensure that families were fed, had access to the internet to do homework, and could pay for their utilities and rent.

Conclusion

The CSS Grant program's first year was successful and provided services despite the challenges presented with the Covid 19 pandemic.

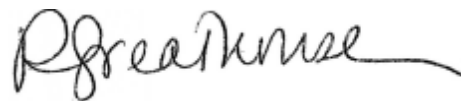
FISCAL IMPACT

\$320,000 awarded in FY 20/21.

ATTACHMENTS

1. CSS Grant Progress Report Template
2. CHS Q 1-4 Progress Reports
3. VP Q1-4 Grant Progress Reports
4. CPY Q1-4 Grant Progress Reports
5. MOW Q1-4 Grant Progress Reports
6. SSC Q1 -4 Progress reports
7. Seaside Aquatics Q1-4 Progress Report

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager



Community Social Services Grant Progress Reporting Template

Grantee Name: _____

Project Title: _____

Reporting Period: _____

Award Total: _____

Report Narrative: *Please submit a brief narrative on the program goals and objectives for your program. Please answer the report questions and discuss your accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.*

Report Questions:

- 1) In relation to the overall budget, are grant funds being expended as planned and on schedule? ☐ Yes ☐ No

- 2) If no, explain why and describe the plan to correct it.

- 3) In relation to the overall grant budget, are match funds being expended as planned and on schedule? ☐ Yes ☐ No

- 4) If no, explain why and describe the plan to correct it.

**** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 4, email [Ashley](#) if you need an extension****



Community Social Services Grant Progress Reporting Template

5) Are all grant-funded positions filled (includes the lead agency and any contracted agencies)? ☐ Yes ☐ No

6) If no, which grant-funded positions are unfilled, why, and what is the timeline to fill them?

7) How did your project ensure services are provided to the target population, as specified in the original proposal?

8) What quality assurance methods are in place to ensure all programs/services are delivered as intended and with fidelity to the approaches described in the original proposal?

9) Describe at least one grant-funded accomplishment during this reporting period.

10) Describe any significant grant-funded activities occurring in the next reporting period (e.g. trainings, community events, etc.).



Community Social Services Grant Progress Reporting Template

Demographic Breakdown (Provide the *TOTAL* number of new unduplicated participants who received first time services funded by this grant program for this reporting period)

Total number of participants for reporting period: _____

Age & Gender

0-10	
11-16	
16-21	
22 – 44	
45 and older	
Female	
Male	
Non Binary / Third Gender	
Prefer to Self Define	
Prefer not to State	

Ethnic origin, ethnicity or Race

Provide the total number of new unduplicated participants who identify as a single ethnic origin, ethnicity or race that received first time services this reporting period:	
Provide the total number of new unduplicated participants who identify as have multi-ethnic origin, ethnicity or race that received first time services this reporting period:	
Provide the total number of new unduplicated participants who declined to state their ethnic origin, ethnicity or race that received first time services this reporting period:	
Provide the total number of new unduplicated participants with unknown ethnic origin, ethnicity or race that received first time services this reporting period:	

Single Race Breakdown

Black or African American	
Hispanic, Latino or Spanish	
White	
American Indian or Native Alaskan	
Asian	
Native Hawaiian or other Pacific Islander	
Middle Eastern or North African	
Some other ethnic origin, ethnicity or race	

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 4, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Invoice / Quarterly Reporting Period

Due Date

****Program Starts****

November 1, 2020

1st Quarter Invoice Submission

November 9th, 2020

(November, December, January)

1st Quarter back up documentation

February 8th, 2021

1st Quarter Report submission

2nd Quarter Invoice Submission

(February, March, April)

Status Report to Council

April 2020 (specific date TBD)

2nd Quarter back up documentation

May 10th, 2021

2nd Quarter Report submission

3rd Quarter Invoice Submission

(May, June, July)

3rd Quarter back up documentation

August 9th, 2021

3rd Quarter report submission

4th Quarter Invoice Submission

(August, September, October)

4th Quarter back up documentation

November 8th, 2021

4th Quarter report submission (final)

**** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 4, email [Ashley](#) if you need an extension****



Community Social Services Grant Progress Reporting Template

Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
- Please send an invoice with supporting documentation to acollick@ci.seaside.ca.us
- The invoice detailing spending must be written on your organizations letterhead.
- Please be sure to note which billing cycle your documentation is supporting, i.e. November 1, – December 31, 2020.
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

Quarterly Report Submission Guidelines

Please complete the progress report template, fully answering questions regarding program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 4, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Project Information

Grantee Name: Community Human Services

Project Title: Seaside Family Services Ctr.

Reporting Period: 11/1/20-1/31/21

Award Total: \$50,000

Submission Date: 2/8/2021Amount invoiced to date: \$12,500Report Prepared by: Rob RappEmail / Phone: rrapp@chservices.org / 831-658-3811

Report Narrative: *Please submit a brief narrative on the program goals and objectives for your program. Please answer the report questions and discuss your accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.*

The following programs located at the FSC were provided thanks in part to this funding.

- Outpatient Mental Health Services: Individual, family or group counseling on a variety of issues including stress and depression, relationship and marital problems, coping with death or illness, conflict and anger, domestic violence and child abuse. Counseling provided by licensed therapists and clinically supervised interns.
- Domestic Violence/Anger Management: Probation-certified treatment program for court-referred domestic violence offenders or self-referred individuals seeking treatment for anger management.
- Parenting Education: Evidence-based, trauma-informed initiative designed to build nurturing parenting skills as an alternative to abusive and neglecting parenting and child-rearing practices.
- Supervised Visitation and Exchange: Supervised visits between non-custodial parents and their children to help ensure that children maintain safe, appropriate and meaningful relationships with their parents without being subjected to conflict, abuse or violence.

We expect to serve 150 Seaside residents with this funding between July 1, 2020 and June 30, 2021.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Report Questions:

- 1) In relation to the overall budget, are grant funds being expended as planned and on schedule? ☒ Yes ☐ No

- 2) If no, explain why and describe the plan to correct it.

- 3) In relation to the overall grant budget, are match funds being expended as planned and on schedule? ☒ Yes ☐ No

- 4) If no, explain why and describe the plan to correct it.

- 5) Are all grant-funded positions filled (includes the lead agency and any contracted agencies)? ☒ Yes ☐ No

- 6) If no, which grant-funded positions are unfilled, why, and what is the timeline to fill them?

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

- 7) How did your project ensure services are provided to the target population, as specified in the original proposal?

CHS and our Family Service Center Programs receive funding from multiple federal, state, county, city, foundation, and private funding sources. Many of these sources require in-depth record keeping procedures and the use of approved databases/record keeping programs. Client information is entered into these systems and records are pulled directly from that system for this report, ensuring services are provided to the target population.

- 8) What quality assurance methods are in place to ensure all programs/services are delivered as intended and with fidelity to the approaches described in the original proposal?

The CEO, CFO, and Senior Program Officer all have years of experience working with mental health and non-profit programs. Their combined experience serves the agency well across the board and the checks and balances we have in place ensure that all applicable financial and reporting regulations are adhered to. CHS is also a Joint Powers Authority (JPA) comprised of sixteen cities and school districts in the County. Each member entity appoints a representative to the governing policy-making board, making JPA members directly invested in the agency's success. This unique organizational structure gives CHS the ability to pool local resources and leverage and makes sure all programs operate as intended.

- 9) Describe at least one grant-funded accomplishment during this reporting period.

Continuing to provide services during the pandemic at a pre-pandemic level has been a huge accomplishment. This funding ensures that we have the capacity to do so.

We also re-applied for our three year Commission on Accreditation of Rehabilitation Facilities (CARF) accreditation. This is time intensive application and review process but one that helps us maintain our high quality of service and highlights our commitment to continually improving services, encouraging feedback, and serving the community.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

10) Describe any significant grant-funded activities occurring in the next reporting period

(e.g. trainings, community events, etc.).

We typically host and participate in multiple outreach events in the City of Seaside (many at the Oldemeyer Center) but are hesitant to plan any for the foreseeable future due to COVID-19 and social distancing protocols. If restrictions/guidelines ease in the first half of 2021 we will in all likelihood host and participate in outreach event targeted to Seaside residents. However, no funding is being requested for those possible events.

Demographic Breakdown *(Provide the TOTAL number of new unduplicated participants who received first time services funded by this grant program for this reporting period)*

Total number of participants for reporting period: 106

Age & Gender

0-10	7
11-16	13
16-21	7
22 – 44	48
45 and older	31
Female	62
Male	44
Non Binary / Third Gender	0
Prefer to Self Define	0
Prefer not to State	0

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Ethnic origin, ethnicity or Race

Provide the total number of new unduplicated participants who identify as a single ethnic origin, ethnicity or race that received first time services this reporting period:	68
Provide the total number of new unduplicated participants who identify as have multi-ethnic origin, ethnicity or race that received first time services this reporting period:	9
Provide the total number of new unduplicated participants who declined to state their ethnic origin, ethnicity or race that received first time services this reporting period:	1
Provide the total number of new unduplicated participants with unknown ethnic origin, ethnicity or race that received first time services this reporting period:	28

Single Race Breakdown

Black or African American	2
Hispanic, Latino or Spanish	44
White	18
American Indian or Native Alaskan	2
Asian	1
Native Hawaiian or other Pacific Islander	1
Middle Eastern or North African	0
Some other ethnic origin, ethnicity or race	0

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

Invoice / Quarterly Reporting Period

Due Date

****Program Starts****

November 1, 2020

1st Quarter Invoice Submission
(November, December, January)

November 9th, 2020

1st Quarter back up documentation
1st Quarter Report submission
2nd Quarter Invoice Submission
(February, March, April)

February 8th, 2021

Status Report to Council

April 2020 (specific date TBD)

2nd Quarter back up documentation
2nd Quarter Report submission
3rd Quarter Invoice Submission
(May, June, July)

May 10th, 2021

3rd Quarter back up documentation
3rd Quarter report submission
4th Quarter Invoice Submission
(August, September, October)

August 9th, 2021

4th Quarter back up documentation
4th Quarter report submission (final)

November 8th, 2021

**** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension****



Community Social Services Grant Progress Reporting Template

Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
- Please send an invoice with supporting documentation to acollick@ci.seaside.ca.us
- The invoice detailing spending must be written on your organizations letterhead.
- Please be sure to note which billing cycle your documentation is supporting, i.e. November 1, – December 31, 2020.
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

Quarterly Report Submission Guidelines

Please complete the progress report template, fully answering questions regarding program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Project Information

Grantee Name: Community Human Services

Project Title: Seaside Family Services Ctr.

Reporting Period: 2/1/21-4/30/21

Award Total: \$50,000

Submission Date: 5/10/2021Amount invoiced to date: \$25,000Report Prepared by: Rob RappEmail / Phone: rrapp@chservices.org / 831-658-3811

Report Narrative: *Please submit a brief narrative on the program goals and objectives for your program. Please answer the report questions and discuss your accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.*

The following programs located at the FSC were provided thanks in part to this funding.

- Outpatient Mental Health Services: Individual, family or group counseling on a variety of issues including stress and depression, relationship and marital problems, coping with death or illness, conflict and anger, domestic violence and child abuse. Counseling provided by licensed therapists and clinically supervised interns.
- Domestic Violence/Anger Management: Probation-certified treatment program for court-referred domestic violence offenders or self-referred individuals seeking treatment for anger management.
- Parenting Education: Evidence-based, trauma-informed initiative designed to build nurturing parenting skills as an alternative to abusive and neglecting parenting and child-rearing practices.
- Supervised Visitation and Exchange: Supervised visits between non-custodial parents and their children to help ensure that children maintain safe, appropriate and meaningful relationships with their parents without being subjected to conflict, abuse or violence.

We expect to serve 150 Seaside residents with this funding between July 1, 2020 and June 30, 2021.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Report Questions:

- 1) In relation to the overall budget, are grant funds being expended as planned and on schedule? ☒ Yes ☐ No

- 2) If no, explain why and describe the plan to correct it.

- 3) In relation to the overall grant budget, are match funds being expended as planned and on schedule? ☒ Yes ☐ No

- 4) If no, explain why and describe the plan to correct it.

- 5) Are all grant-funded positions filled (includes the lead agency and any contracted agencies)? ☒ Yes ☐ No

- 6) If no, which grant-funded positions are unfilled, why, and what is the timeline to fill them?

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

- 7) How did your project ensure services are provided to the target population, as specified in the original proposal?

CHS and our Family Service Center Programs receive funding from multiple federal, state, county, city, foundation, and private funding sources. Many of these sources require in-depth record keeping procedures and the use of approved databases/record keeping programs. Client information is entered into these systems and records are pulled directly from that system for this report, ensuring services are provided to the target population.

- 8) What quality assurance methods are in place to ensure all programs/services are delivered as intended and with fidelity to the approaches described in the original proposal?

The CEO, CFO, and Senior Program Officer all have years of experience working with mental health and non-profit programs. Their combined experience serves the agency well across the board and the checks and balances we have in place ensure that all applicable financial and reporting regulations are adhered to. CHS is also a Joint Powers Authority (JPA) comprised of sixteen cities and school districts in the County. Each member entity appoints a representative to the governing policy-making board, making JPA members directly invested in the agency's success. This unique organizational structure gives CHS the ability to pool local resources and leverage and makes sure all programs operate as intended.

- 9) Describe at least one grant-funded accomplishment during this reporting period.

CHS Family Service Center recently participated in an Internship Fair hosted by CSUMB which helped to inform students of perspective internship opportunities offered within are Nurturing Parenting Program. We have received applications from several interns who are interested and plan on interviewing for a position within the Month of May.

In order to help clients smoothly enter into any of the FSC programs a digital intake packet has been designed and implemented. Digital intakes went live as of the beginning of April. Clients have expressed appreciation for the ease that digital intakes create as they begin programs.



Community Social Services Grant Progress Reporting Template

10) Describe any significant grant-funded activities occurring in the next reporting period

(e.g. trainings, community events, etc.).

We typically host and participate in multiple outreach events in the City of Seaside (many at the Oldemeyer Center) but are hesitant to plan any for the foreseeable future due to COVID-19 and social distancing protocols. As restrictions/guidelines ease we will in all likelihood host and participate in outreach events targeted to Seaside residents. However, no funding is being requested for those possible events.

Family Service Center will be participating in a job fair with University of Santa Barbara on May 17th. We will be providing a comprehensive power point presentation illustrating the many supportive services offered by CHS with an emphasis on potential traineeship opportunities available in the Family Service Center outpatient counseling program. We look forward to the presentation as well as the opportunity to share information about CHS.

Demographic Breakdown (Provide the TOTAL number of new unduplicated participants who received first time services funded by this grant program for this reporting period)

Total number of participants for reporting period: 84

Age & Gender

0-10	11
11-16	2
16-21	4
22 – 44	58
45 and older	9
Female	43
Male	41
Non Binary / Third Gender	
Prefer to Self Define	
Prefer not to State	

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Ethnic origin, ethnicity or Race

Provide the total number of new unduplicated participants who identify as a single ethnic origin, ethnicity or race that received first time services this reporting period:	31
Provide the total number of new unduplicated participants who identify as have multi-ethnic origin, ethnicity or race that received first time services this reporting period:	11
Provide the total number of new unduplicated participants who declined to state their ethnic origin, ethnicity or race that received first time services this reporting period:	1
Provide the total number of new unduplicated participants with unknown ethnic origin, ethnicity or race that received first time services this reporting period:	41

Single Race Breakdown

Black or African American	1
Hispanic, Latino or Spanish	19
White	15
American Indian or Native Alaskan	1
Asian	1
Native Hawaiian or other Pacific Islander	0
Middle Eastern or North African	0
Some other ethnic origin, ethnicity or race	6

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

Invoice / Quarterly Reporting Period

Due Date

****Program Starts****

November 1, 2020

1st Quarter Invoice Submission

November 9th, 2020

(November, December, January)

1st Quarter back up documentation

February 8th, 2021

1st Quarter Report submission

2nd Quarter Invoice Submission

(February, March, April)

Status Report to Council

April 2020 (specific date TBD)

2nd Quarter back up documentation

May 10th, 2021

2nd Quarter Report submission

3rd Quarter Invoice Submission

(May, June, July)

3rd Quarter back up documentation

August 9th, 2021

3rd Quarter report submission

4th Quarter Invoice Submission

(August, September, October)

4th Quarter back up documentation

November 8th, 2021

4th Quarter report submission (final)

**** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension****



Community Social Services Grant Progress Reporting Template

Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
- Please send an invoice with supporting documentation to acollick@ci.seaside.ca.us
- The invoice detailing spending must be written on your organizations letterhead.
- Please be sure to note which billing cycle your documentation is supporting, i.e. November 1, – December 31, 2020.
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

Quarterly Report Submission Guidelines

Please complete the progress report template, fully answering questions regarding program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Project Information

Grantee Name: Community Human Services

Project Title: Seaside Family Services Ctr.

Reporting Period: 5/1/21-7/31/21

Award Total: \$50,000

Submission Date: 7/6/2021Amount invoiced to date: \$25,000Report Prepared by: Rob RappEmail / Phone: rrapp@chservices.org / 831-658-3811

Report Narrative: *Please submit a brief narrative on the program goals and objectives for your program. Please answer the report questions and discuss your accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.*

The following programs located at the FSC were provided thanks in part to this funding.

- Outpatient Mental Health Services: Individual, family or group counseling on a variety of issues including stress and depression, relationship and marital problems, coping with death or illness, conflict and anger, domestic violence and child abuse. Counseling provided by licensed therapists and clinically supervised interns.
- Domestic Violence/Anger Management: Probation-certified treatment program for court-referred domestic violence offenders or self-referred individuals seeking treatment for anger management.
- Parenting Education: Evidence-based, trauma-informed initiative designed to build nurturing parenting skills as an alternative to abusive and neglecting parenting and child-rearing practices.
- Supervised Visitation and Exchange: Supervised visits between non-custodial parents and their children to help ensure that children maintain safe, appropriate and meaningful relationships with their parents without being subjected to conflict, abuse or violence.

We expect to serve 150 Seaside residents with this funding between July 1, 2020 and June 30, 2021.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Report Questions:

1) In relation to the overall budget, are grant funds being expended as planned and on schedule? ☒ Yes ☐ No

2) If no, explain why and describe the plan to correct it.

3) In relation to the overall grant budget, are match funds being expended as planned and on schedule? ☒ Yes ☐ No

4) If no, explain why and describe the plan to correct it.

5) Are all grant-funded positions filled (includes the lead agency and any contracted agencies)? ☒ Yes ☐ No

6) If no, which grant-funded positions are unfilled, why, and what is the timeline to fill them?

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

- 7) How did your project ensure services are provided to the target population, as specified in the original proposal?

CHS and our Family Service Center Programs receive funding from multiple federal, state, county, city, foundation, and private funding sources. Many of these sources require in-depth record keeping procedures and the use of approved databases/record keeping programs. Client information is entered into these systems and records are pulled directly from that system for this report, ensuring services are provided to the target population.

- 8) What quality assurance methods are in place to ensure all programs/services are delivered as intended and with fidelity to the approaches described in the original proposal?

The CEO, CFO, and Senior Program Officer all have years of experience working with mental health and non-profit programs. Their combined experience serves the agency well across the board and the checks and balances we have in place ensure that all applicable financial and reporting regulations are adhered to. CHS is also a Joint Powers Authority (JPA) comprised of sixteen cities and school districts in the County. Each member entity appoints a representative to the governing policy-making board, making JPA members directly invested in the agency's success. This unique organizational structure gives CHS the ability to pool local resources and leverage and makes sure all programs operate as intended.

- 9) Describe at least one grant-funded accomplishment during this reporting period.

CHS Family Service Center recently operationalized the incorporation of digital intakes and other essential documents for all FSC programs. Clients are able to easily access and complete documentation conveniently without having to come into the clinic to do so. Clients have expressed appreciation of having documents available electronically.

Outpatient mental health has expanded its availability of in-person appointments. The Supervised Visitation Program is offering indoor and outdoor visits. To increase comfort of family visits the SV program has updated the outdoor visitation space to include new patio furniture, an outdoor heater, outdoor lighting and new play equipment. The FSC Domestic Violence Program has re-opened to in person groups. In June there was a significant increase in the number of DV participants who graduated from the program.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

10) Describe any significant grant-funded activities occurring in the next reporting period

(e.g. trainings, community events, etc.).

We typically host and participate in multiple outreach events in the City of Seaside (many at the Oldemeyer Center) FSC is beginning to participate in community events while maintaining COVID-19 and social distancing protocols. FSC is scheduled to participate in a Community Outreach event at Seaside High School on August 9th. As restrictions/guidelines ease we will increase our participation in outreach events targeted to Seaside residents.

Demographic Breakdown *(Provide the TOTAL number of new unduplicated participants who received first time services funded by this grant program for this reporting period)*

Total number of participants for reporting period: 58

Age & Gender

0-10	12
11-16	1
16-21	3
22 – 44	38
45 and older	4
Female	28
Male	30
Non Binary / Third Gender	
Prefer to Self Define	
Prefer not to State	

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Ethnic origin, ethnicity or Race

Provide the total number of new unduplicated participants who identify as a single ethnic origin, ethnicity or race that received first time services this reporting period:	33
Provide the total number of new unduplicated participants who identify as have multi-ethnic origin, ethnicity or race that received first time services this reporting period:	8
Provide the total number of new unduplicated participants who declined to state their ethnic origin, ethnicity or race that received first time services this reporting period:	4
Provide the total number of new unduplicated participants with unknown ethnic origin, ethnicity or race that received first time services this reporting period:	13

Single Race Breakdown

Black or African American	3
Hispanic, Latino or Spanish	13
White	10
American Indian or Native Alaskan	
Asian	
Native Hawaiian or other Pacific Islander	1
Middle Eastern or North African	
Some other ethnic origin, ethnicity or race	6

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

Invoice / Quarterly Reporting Period

Due Date

****Program Starts****

November 1, 2020

1st Quarter Invoice Submission
(November, December, January)

November 9th, 2020

1st Quarter back up documentation
1st Quarter Report submission
2nd Quarter Invoice Submission
(February, March, April)

February 8th, 2021

Status Report to Council

April 2020 (specific date TBD)

2nd Quarter back up documentation
2nd Quarter Report submission
3rd Quarter Invoice Submission
(May, June, July)

May 10th, 2021

3rd Quarter back up documentation
3rd Quarter report submission
4th Quarter Invoice Submission
(August, September, October)

August 9th, 2021

4th Quarter back up documentation
4th Quarter report submission (final)

November 8th, 2021

**** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension****



Community Social Services Grant Progress Reporting Template

Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
- Please send an invoice with supporting documentation to acollick@ci.seaside.ca.us
- The invoice detailing spending must be written on your organizations letterhead.
- Please be sure to note which billing cycle your documentation is supporting, i.e. November 1, – December 31, 2020.
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

Quarterly Report Submission Guidelines

Please complete the progress report template, fully answering questions regarding program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Project Information

Grantee Name: Community Human Services

Project Title: Seaside Family Services Ctr.

Reporting Period: 8/1/21-10/31/21

Award Total: \$50,000

Submission Date: 12/15/2021Amount invoiced to date: \$50,000Report Prepared by: Kelsey HansenEmail / Phone: khansen@chservices.org/831-394-4622

Report Narrative: *Please submit a brief narrative on the program goals and objectives for your program. Please answer the report questions and discuss your accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.*

The following programs located at the FSC were provided thanks in part to this funding.

- Outpatient Mental Health Services: Individual, family or group counseling on a variety of issues including stress and depression, relationship and marital problems, coping with death or illness, conflict and anger, domestic violence and child abuse. Counseling provided by licensed therapists and clinically supervised interns.
- Domestic Violence/Anger Management: Probation-certified treatment program for court-referred domestic violence offenders or self-referred individuals seeking treatment for anger management.
- Parenting Education: Evidence-based, trauma-informed initiative designed to build nurturing parenting skills as an alternative to abusive and neglecting parenting and child-rearing practices.
- Supervised Visitation and Exchange: Supervised visits between non-custodial parents and their children to help ensure that children maintain safe, appropriate and meaningful relationships with their parents without being subjected to conflict, abuse or violence.

We expect to serve 150 Seaside residents with this funding between July 1, 2020 and June 30, 2021.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Report Questions:

- 1) In relation to the overall budget, are grant funds being expended as planned and on schedule? ☒ Yes ☐ No

- 2) If no, explain why and describe the plan to correct it.

- 3) In relation to the overall grant budget, are match funds being expended as planned and on schedule? ☒ Yes ☐ No

- 4) If no, explain why and describe the plan to correct it.

- 5) Are all grant-funded positions filled (includes the lead agency and any contracted agencies)? ☒ Yes ☐ No

- 6) If no, which grant-funded positions are unfilled, why, and what is the timeline to fill them?

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

- 7) How did your project ensure services are provided to the target population, as specified in the original proposal?

We do comprehensive intake and assessment to determine eligibility for services and for the collection of demographic data. In this way, we can ensure that services were provided to the target population as specified in the original proposal. In addition, we receive funding from multiple federal, state, county, city, foundation, and private funding sources which require in-depth record keeping procedures and the use of approved databases/record keeping programs. Client information is entered into these systems and records are pulled directly from there for this report, ensuring services are provided to the target population.

- 8) What quality assurance methods are in place to ensure all programs/services are delivered as intended and with fidelity to the approaches described in the original proposal?

The Senior Program Officer provides weekly clinical supervision to outpatient mental health clinicians and conducts quality assurance reviews on charts on a regular basis. The Program Coordinator provides weekly supervision of domestic violence, supervised visitation and parenting education staff and conducts program reviews on a regular basis to ensure fidelity. In addition, the domestic violence program is reviewed annually for compliance with state standards for programs of this type.

- 9) Describe at least one grant-funded accomplishment during this reporting period.

CHS Family Service Center Seaside expanded availability of in-person services in each program and continued to offer service via telephone and telehealth, as well. Each of the programs ordered more PPE supplies such as masks, gloves, hand sanitizer and disinfectants in order to safely handle the increase of people coming into the office. In the Domestic Violence Program, the facilitator was supplied with items to enhance the clients' experience and comfort such as new group room chairs, motivational wall decor, and program supplies (markers, clipboards, note books, etc.).

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

10) Describe any significant grant-funded activities occurring in the next reporting period

(e.g. trainings, community events, etc.).

No future reporting.

Demographic Breakdown *(Provide the TOTAL number of new unduplicated participants who received first time services funded by this grant program for this reporting period)*

Total number of participants for reporting period: 71

Age & Gender

0-10	14
11-16	1
16-21	6
22 – 44	45
45 and older	5
Female	37
Male	34
Non Binary / Third Gender	
Prefer to Self Define	
Prefer not to State	

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Ethnic origin, ethnicity or Race

Provide the total number of new unduplicated participants who identify as a single ethnic origin, ethnicity or race that received first time services this reporting period:	34
Provide the total number of new unduplicated participants who identify as have multi-ethnic origin, ethnicity or race that received first time services this reporting period:	13
Provide the total number of new unduplicated participants who declined to state their ethnic origin, ethnicity or race that received first time services this reporting period:	0
Provide the total number of new unduplicated participants with unknown ethnic origin, ethnicity or race that received first time services this reporting period:	24

Single Race Breakdown

Black or African American	2
Hispanic, Latino or Spanish	17
White	10
American Indian or Native Alaskan	
Asian	2
Native Hawaiian or other Pacific Islander	1
Middle Eastern or North African	
Some other ethnic origin, ethnicity or race	2

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

Invoice / Quarterly Reporting Period

Due Date

****Program Starts****

November 1, 2020

1st Quarter Invoice Submission

November 9th, 2020

(November, December, January)

1st Quarter back up documentation

February 8th, 2021

1st Quarter Report submission

2nd Quarter Invoice Submission

(February, March, April)

Status Report to Council

April 2020 (specific date TBD)

2nd Quarter back up documentation

May 10th, 2021

2nd Quarter Report submission

3rd Quarter Invoice Submission

(May, June, July)

3rd Quarter back up documentation

August 9th, 2021

3rd Quarter report submission

4th Quarter Invoice Submission

(August, September, October)

4th Quarter back up documentation

November 8th, 2021

4th Quarter report submission (final)

**** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension****



Community Social Services Grant Progress Reporting Template

Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
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- Please be sure to note which billing cycle your documentation is supporting, i.e. November 1, – December 31, 2020.
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

Quarterly Report Submission Guidelines

Please complete the progress report template, fully answering questions regarding program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Project Information

Grantee Name: The Village Project
Reporting Period: 5/1/2021-July
Submission Date: 8/6/2021
Report Prepared by: Mel Mason

Project Title: Youth Intervention/ Counseling
Award Total: \$116,820
Amount invoiced to date: \$87,615.00
Email / Phone: mel@villageprojec

Report Narrative: *Please submit a brief narrative on the program goals and objectives for your program. Please answer the report questions and discuss your accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.*

This progress report will cover activities and goals for the first quarter of The Village Project, Inc.'s Community Mental Health/Youth Intervention Program. As noted in other reports, The Village Project, Inc. was fortunate to be able to hire two highly qualified practitioners for these two program components - Ms. Danielle Rice, LMFT, for the Community Mental Health component and Mr. Ron Manjares for the Youth Intervention component. Both were also born and raised in Seaside.

For the Mental Health component of this program, an additional 13 new clients were added to the program when the same number of clients successfully terminated services. Clients who left the program had high praises for therapist Danielle Rice stating that they were helped tremendously by learning coping and life management strategies that were already making their lives better even during a challenging time like the Pandemic. Ms. Rice worked with clients around such issues as mental health symptom management, grief and loss, effective parenting, marital/partner problems and COVID-19-related fears. For the past three quarters of the program, serious mental health diagnoses have run the gamut of Schizophrenia both paranoid and undifferentiated types, Major Depression, Bipolar Disorder with Psychotic Features, Generalized Anxiety Disorder, Depressive Disorder Not Otherwise Specified (NOS), Post Traumatic Stress Disorder (PTSD) and a number of other challenging issues that did not meet Serious Mental Illness criteria, but were nonetheless challenging for those clients as well.

For the Youth Intervention component of the program, 17 more youth and 8 families have been added to the list of youth and families being worked with by Ron Manjares and two adult volunteers. During this quarter there were two shootings with no injuries. It does not appear these shootings were from the youth being worked with by Mr. Manjares. It appears the truce or peace pact established from the previous "Roundtable" meetings is holding. Six of the youth Mr. Manjares has been working with now hold jobs in different establishments in Seaside. Mr. Manjares has been attending juvenile court hearings for some of the youth and has been commended by current Juvenile Court Judge Hayes for his work with youth in the Juvenile Justice system and that he is always welcome in his court.

**** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension****



Community Social Services Grant Progress Reporting Template

Report Questions:

- 1) In relation to the overall budget, are grant funds being expended as planned and on schedule? ☒ Yes ☐ No

- 2) If no, explain why and describe the plan to correct it.

- 3) In relation to the overall grant budget, are match funds being expended as planned and on schedule? ☒ Yes ☐ No

- 4) If no, explain why and describe the plan to correct it.

- 5) Are all grant-funded positions filled (includes the lead agency and any contracted agencies)? ☒ Yes ☐ No

- 6) If no, which grant-funded positions are unfilled, why, and what is the timeline to fill them?

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

- 7) How did your project ensure services are provided to the target population, as specified in the original proposal?

Clients from Seaside were referred to the therapist from The Village Project, Inc.'s therapy wait list. As clients move on from therapy, they will be replaced by clients from Seaside who will be continually referred for services through The Village Project, Inc.

Youth are now coming into the Youth Intervention Program by "Snowball Effect". They and their families hear about Ron Manjares's work with youth in the streets and ask to be brought into the program.

- 8) What quality assurance methods are in place to ensure all programs/services are delivered as intended and with fidelity to the approaches described in the original proposal?

All clients who are referred for services are done so through the agency's confidential referral process which involves an intake interview and explanation of the service and expectations, discussion about confidentiality,, and the name of the therapist as well as the Executive Director/Clinical Director who supervises the program and the therapist.

Clients and families in the Youth Intervention component become clients through the contacts made in the street by the Specialist. The youth and family members are informed that their identities are protected by agency confidentiality policy, but they will be discussed by the Specialist and his supervisor during weekly supervision and update meetings between the Specialist and supervisor. Consent for services forms, which include the confidentiality policy are signed by all parties and are kept in secure files.

- 9) Describe at least one grant-funded accomplishment during this reporting period.

The big accomplishment for the Community Mental Health component at this point is the large number of clients who are in therapy for the first time in their lives and continue to return each week. Clients are enthusiastic about the clinical help they are receiving from a highly competent therapist who happens to be an African American woman who was born and raised in Seaside.

The big accomplishment for the Youth Intervention component is the numbers of former youth offenders who now have jobs and are being productive young adults. An extension of this accomplishment is the praise Ron Manjares received from Juvenile Court Judge Hayes.



Community Social Services Grant Progress Reporting Template

10) Describe any significant grant-funded activities occurring in the next reporting period

(e.g. trainings, community events, etc.).

There is training for therapists that will be offered by the National Association of Cognitive Behavioral Therapists this coming quarter

We have not been informed of any trainings occurring that are specific to the work the Youth Intervention Specialist is doing. We are still researching to find out if such a training might be offered during the next quarter.

Demographic Breakdown *(Provide the TOTAL number of new unduplicated participants who received first time services funded by this grant program for this reporting period)*

Total number of participants for reporting period: 13

Age & Gender

0-10	
11-16	
16-21	3
22 – 44	6
45 and older	4
Female	8
Male	5
Non Binary / Third Gender	
Prefer to Self Define	
Prefer not to State	

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

Ethnic origin, ethnicity or Race

Provide the total number of new unduplicated participants who identify as a single ethnic origin, ethnicity or race that received first time services this reporting period:	13
Provide the total number of new unduplicated participants who identify as have multi-ethnic origin, ethnicity or race that received first time services this reporting period:	0
Provide the total number of new unduplicated participants who declined to state their ethnic origin, ethnicity or race that received first time services this reporting period:	0
Provide the total number of new unduplicated participants with unknown ethnic origin, ethnicity or race that received first time services this reporting period:	0

Single Race Breakdown

Black or African American	9
Hispanic, Latino or Spanish	3
White	
American Indian or Native Alaskan	1
Asian	
Native Hawaiian or other Pacific Islander	
Middle Eastern or North African	
Some other ethnic origin, ethnicity or race	

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

Invoice / Quarterly Reporting Period

Due Date

****Program Starts****

November 1, 2020

1st Quarter Invoice Submission

November 9th, 2020

(November, December, January)

1st Quarter back up documentation

February 8th, 2021

1st Quarter Report submission

2nd Quarter Invoice Submission

(February, March, April)

Status Report to Council

April 2020 (specific date TBD)

2nd Quarter back up documentation

May 10th, 2021

2nd Quarter Report submission

3rd Quarter Invoice Submission

(May, June, July)

3rd Quarter back up documentation

August 9th, 2021

3rd Quarter report submission

4th Quarter Invoice Submission

(August, September, October)

4th Quarter back up documentation

November 8th, 2021

4th Quarter report submission (final)

**** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension****



Community Social Services Grant Progress Reporting Template

Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
- Please send an invoice with supporting documentation to acollick@ci.seaside.ca.us
- The invoice detailing spending must be written on your organizations letterhead.
- Please be sure to note which billing cycle your documentation is supporting, i.e. November 1, – December 31, 2020.
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

Quarterly Report Submission Guidelines

Please complete the progress report template, fully answering questions regarding program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Project Information

Grantee Name: The Village Project
Reporting Period: 8/2021-10/31/
Submission Date: 11/8/2021
Report Prepared by: Mel Mason

Project Title: Youth Intervention/ Counseling
Award Total: \$116,820
Amount invoiced to date: \$116,820
Email / Phone: 831-392-1500

Report Narrative: *Please submit a brief narrative on the program goals and objectives for your program. Please answer the report questions and discuss your accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.*

This report will cover the fourth quarter of activities for The Village Project, Inc.'s Community Mental Health/Youth Intervention Program. The goal for the clinical part of this program - psychotherapy - was for 55-60 clients to participate in and successfully complete their therapy goals. The goal for the Youth Intervention Program was for 50 youth and their families to participate in activities designed to provide prevention and early intervention services to youth who are prone to or at risk of being perpetrators or victims of violence. As described in following sections, both program components surpassed their goals.

**** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension****



Community Social Services Grant Progress Reporting Template

Report Questions:

1) In relation to the overall budget, are grant funds being expended as planned and on schedule? ☒ Yes ☐ No

2) If no, explain why and describe the plan to correct it.

3) In relation to the overall grant budget, are match funds being expended as planned and on schedule? ☒ Yes ☐ No

4) If no, explain why and describe the plan to correct it.

5) Are all grant-funded positions filled (includes the lead agency and any contracted agencies)? ☒ Yes ☐ No

6) If no, which grant-funded positions are unfilled, why, and what is the timeline to fill them?

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

- 7) How did your project ensure services are provided to the target population, as specified in the original proposal?

Both program components continued to follow the guidelines and protocols that were discussed in the first quarter report that assure clients/program consumers confidentiality. These protocols and guidelines remained rigid and guarded. Clients/consumers each signed agreements acknowledging that they are aware of these confidentiality safe guards.

- 8) What quality assurance methods are in place to ensure all programs/services are delivered as intended and with fidelity to the approaches described in the original proposal?

As stated above, confidentiality is assured for all referrals, practitioner assignments, progress reporting and termination/discharge matters. Executive Director/Clinical Director continued to oversee all referrals, practitioner assignments and internal client/consumer progress reporting during supervisions with practitioners from both programs. Therapeutic and intervention approaches discussed in the original proposal were adhered to strictly by the Executive Director and Practitioners.

- 9) Describe at least one grant-funded accomplishment during this reporting period.

One mother stated that her daughter - who is in 7th grade- was failing because of her defiant behaviors which were happening prior to the pandemic and was even more pronounced now during the pandemic. She stated that with individual therapy for her daughter coupled with frequent family sessions involving her daughter, older son, father with whom she is divorced and herself, it was discovered how the divorce had impacted the daughter leading to her behaviors. A previous therapist wanted to give her daughter a diagnosis of oppositional defiant disorder, one often wrongly given to African American children without an assessment for trauma. Mother reported that daughter's behaviors have changed positively since the family interventions and daughter is focused on being successful in school. She reported that daughter looks forward to her individual sessions with our therapist. "I am so glad we were referred to Danielle (therapist)", said the mother. "Without Danielle, my daughter would probably end up being expelled."

For the Youth Intervention Program, the Juvenile Court Judge arranged a meeting with the Practitioner and

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

10) Describe any significant grant-funded activities occurring in the next reporting period

(e.g. trainings, community events, etc.).

There is one training scheduled for the Therapist through the National Association of Cognitive Behavioral Therapists on November 19, 2021 entitled "Trauma-Informed Cognitive Behavioral Approaches to working with Families". Therapist is registered and will attend.

Demographic Breakdown (Provide the TOTAL number of new unduplicated participants who received first time services funded by this grant program for this reporting period)

Total number of participants for reporting period: 15

Age & Gender

0-10	3
11-16	6
16-21	3
22 – 44	2
45 and older	1
Female	8
Male	5
Non Binary / Third Gender	
Prefer to Self Define	
Prefer not to State	

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

Ethnic origin, ethnicity or Race

Provide the total number of new unduplicated participants who identify as a single ethnic origin, ethnicity or race that received first time services this reporting period:	15
Provide the total number of new unduplicated participants who identify as have multi-ethnic origin, ethnicity or race that received first time services this reporting period:	0
Provide the total number of new unduplicated participants who declined to state their ethnic origin, ethnicity or race that received first time services this reporting period:	0
Provide the total number of new unduplicated participants with unknown ethnic origin, ethnicity or race that received first time services this reporting period:	0

Single Race Breakdown

Black or African American	12
Hispanic, Latino or Spanish	3
White	
American Indian or Native Alaskan	
Asian	
Native Hawaiian or other Pacific Islander	
Middle Eastern or North African	
Some other ethnic origin, ethnicity or race	

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

Invoice / Quarterly Reporting Period

Due Date

****Program Starts****

November 1, 2020

1st Quarter Invoice Submission

November 9th, 2020

(November, December, January)

1st Quarter back up documentation

February 8th, 2021

1st Quarter Report submission

2nd Quarter Invoice Submission

(February, March, April)

Status Report to Council

April 2020 (specific date TBD)

2nd Quarter back up documentation

May 10th, 2021

2nd Quarter Report submission

3rd Quarter Invoice Submission

(May, June, July)

3rd Quarter back up documentation

August 9th, 2021

3rd Quarter report submission

4th Quarter Invoice Submission

(August, September, October)

4th Quarter back up documentation

November 8th, 2021

4th Quarter report submission (final)

**** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension****



Community Social Services Grant Progress Reporting Template

Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
- Please send an invoice with supporting documentation to acollick@ci.seaside.ca.us
- The invoice detailing spending must be written on your organizations letterhead.
- Please be sure to note which billing cycle your documentation is supporting, i.e. November 1, – December 31, 2020.
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

Quarterly Report Submission Guidelines

Please complete the progress report template, fully answering questions regarding program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Project Information

Grantee Name: The Village Project
Reporting Period: 1/1/2021-3/31,
Submission Date: 4/30/2021
Report Prepared by: Mel Mason

Project Title: Youth Intervention/ Counseling
Award Total: \$116,820
Amount invoiced to date: \$58,420.00
Email / Phone: 831-392-1500

Report Narrative: *Please submit a brief narrative on the program goals and objectives for your program. Please answer the report questions and discuss your accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.*

This report will cover the second quarter of activities for The Village Project, Inc.'s Community Mental Health/Youth Intervention Program. The goal for the clinical part of this program - psychotherapy - is for 55-60 clients to participate in and successfully complete their therapy goals. The goal for the Youth Intervention Program is for 50 youth and their families to participate in activities designed to provide prevention and early intervention services to youth who are prone to or at risk of being perpetrators or victims of violence. As described in following sections, both program components continue to realize success in terms of activities, results and moving towards their goals.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Report Questions:

- 1) In relation to the overall budget, are grant funds being expended as planned and on schedule? ☒ Yes ☐ No

- 2) If no, explain why and describe the plan to correct it.

- 3) In relation to the overall grant budget, are match funds being expended as planned and on schedule? ☒ Yes ☐ No

- 4) If no, explain why and describe the plan to correct it.

- 5) Are all grant-funded positions filled (includes the lead agency and any contracted agencies)? ☒ Yes ☐ No

- 6) If no, which grant-funded positions are unfilled, why, and what is the timeline to fill them?

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

- 7) How did your project ensure services are provided to the target population, as specified in the original proposal?

Both program components continue to follow the guidelines and protocols that were discussed in the first quarter report that assure clients/program consumers confidentiality. These protocols and guidelines remain rigid and guarded. Clients/consumers each sign agreements acknowledging that they are aware of these confidentiality safe guards.

- 8) What quality assurance methods are in place to ensure all programs/services are delivered as intended and with fidelity to the approaches described in the original proposal?

As stated above, confidentiality is assured for all referrals, practitioner assignments, progress reporting and termination/discharge matters. Executive Director/Clinical Director oversees all referrals, practitioner assignments and internal client/consumer progress reporting during supervisions with practitioners from both programs. Therapeutic and intervention approaches discussed in the original proposal are adhered to strictly by the Executive Director and Practitioners.

- 9) Describe at least one grant-funded accomplishment during this reporting period.

One client who recently terminated therapy successfully, explained to the therapist that she "saved my life. Before I came to see you, I was going to kill myself. You helped me want to live. For my family and for myself, I thank you from the bottom of my heart. May God bless you."

For the Youth Intervention Program, the Juvenile Court Judge arranged a meeting with the Practitioner and explained during the meeting, that he had heard from youth, parents and school administrators how well the program is working and that he wanted to meet the person who is working the streets of Seaside to keep the community and its youth safe.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

10) Describe any significant grant-funded activities occurring in the next reporting period

(e.g. trainings, community events, etc.).

To date, there are no grant-funded activities (trainings, community events, etc.) scheduled for the next reporting period. We continue to stay on alert for any related activities that may be announced.

Demographic Breakdown *(Provide the TOTAL number of new unduplicated participants who received first time services funded by this grant program for this reporting period)*

Total number of participants for reporting period: 11

Age & Gender

0-10	
11-16	3
16-21	
22 – 44	5
45 and older	3
Female	8
Male	3
Non Binary / Third Gender	
Prefer to Self Define	
Prefer not to State	

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Ethnic origin, ethnicity or Race

Provide the total number of new unduplicated participants who identify as a single ethnic origin, ethnicity or race that received first time services this reporting period:	11
Provide the total number of new unduplicated participants who identify as have multi-ethnic origin, ethnicity or race that received first time services this reporting period:	0
Provide the total number of new unduplicated participants who declined to state their ethnic origin, ethnicity or race that received first time services this reporting period:	0
Provide the total number of new unduplicated participants with unknown ethnic origin, ethnicity or race that received first time services this reporting period:	0

Single Race Breakdown

Black or African American	7
Hispanic, Latino or Spanish	1
White	
American Indian or Native Alaskan	
Asian	2
Native Hawaiian or other Pacific Islander	1
Middle Eastern or North African	
Some other ethnic origin, ethnicity or race	

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

Invoice / Quarterly Reporting Period

Due Date

****Program Starts****

November 1, 2020

1st Quarter Invoice Submission
(November, December, January)

November 9th, 2020

1st Quarter back up documentation
1st Quarter Report submission
2nd Quarter Invoice Submission
(February, March, April)

February 8th, 2021

Status Report to Council

April 2020 (specific date TBD)

2nd Quarter back up documentation
2nd Quarter Report submission
3rd Quarter Invoice Submission
(May, June, July)

May 10th, 2021

3rd Quarter back up documentation
3rd Quarter report submission
4th Quarter Invoice Submission
(August, September, October)

August 9th, 2021

4th Quarter back up documentation
4th Quarter report submission (final)

November 8th, 2021

**** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension****



Community Social Services Grant Progress Reporting Template

Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
- Please send an invoice with supporting documentation to acollick@ci.seaside.ca.us
- The invoice detailing spending must be written on your organizations letterhead.
- Please be sure to note which billing cycle your documentation is supporting, i.e. November 1, – December 31, 2020.
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

Quarterly Report Submission Guidelines

Please complete the progress report template, fully answering questions regarding program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Project Information

Grantee Name: The Village Project
Reporting Period: 11/20-1/21
Submission Date: 2/12/2021
Report Prepared by: Mel Mason

Project Title: Youth Intervention/ Counseling
Award Total: \$116,820
Amount invoiced to date: \$29,205.00
Email / Phone: mel@villageprojec

Report Narrative: *Please submit a brief narrative on the program goals and objectives for your program. Please answer the report questions and discuss your accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.*

This progress report will cover activities and goals for the first quarter of The Village Project, Inc.'s Community Mental Health/Youth Intervention Program. The Village Project, Inc. was fortunate to be able to hire two highly qualified practitioners for these two program components - Ms. Danielle Rice, LMFT, for the Community Mental Health component and Mr. Ron Manjares for the Youth Intervention component. Both were also born and raised in Seaside.

The challenge for the therapist, initially, was having the clients acclimate to telehealth therapy i.e., therapy by phone or HIPPA-compliant Zoom sessions. However, as a result of the Therapist's comforting demeanor and overall competence as a therapist, clients invariably were put at ease. The additional challenge that was overcome is also one of the biggest accomplishments for this program component, that is effectively engaging the majority of clients - 19 - who had never had therapy before. All of the clients faithfully attend therapy each week. It should be noted that the goal for the Therapist for clients to be seen over the term of this program is 55-60 clients. The therapist is seeing more than half that number in this first quarter.

For the Youth Intervention component of the program, the major challenge was determining how to intervene in a situation in which conflicts between rival youth, some of whom have gang associations or affiliations. The situation had exacerbated to the level of shots being fired on a number of consecutive nights the first 2-3 weeks of December. The Specialist was able to call on 2 community volunteers, one from each ethnic group who are respected by the youth, to assist in setting up "Round Table Meetings" between the rivals. The most immediate result of the discussions was a mutually agreed upon "truce" with promises that the talks will continue, as the goal is to get to the bottom of the conflicts and resolve them to each group's satisfaction. The Specialist and the volunteers have also been meeting with a number of families of these youth - approximately 15 - as a means of broadening communication and support on a community level. They are also involving churches the families attend in the process as per goals of the grant. A primary goal for the Specialist and this program component is to engage with 50-55 youth and their families. Much headway toward reaching that goal has already been made in this first quarter,

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Community Social Services Grant Progress Reporting Template

Report Questions:

- 1) In relation to the overall budget, are grant funds being expended as planned and on schedule? ☒ Yes ☐ No

- 2) If no, explain why and describe the plan to correct it.

- 3) In relation to the overall grant budget, are match funds being expended as planned and on schedule? ☒ Yes ☐ No

- 4) If no, explain why and describe the plan to correct it.

- 5) Are all grant-funded positions filled (includes the lead agency and any contracted agencies)? ☒ Yes ☐ No

- 6) If no, which grant-funded positions are unfilled, why, and what is the timeline to fill them?

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

- 7) How did your project ensure services are provided to the target population, as specified in the original proposal?

Clients from Seaside were referred to the therapist from The Village Project, Inc.'s therapy wait list. As clients move on from therapy, they will be replaced by clients from Seaside who will be continually referred for services through The Village Project, Inc.

- 8) What quality assurance methods are in place to ensure all programs/services are delivered as intended and with fidelity to the approaches described in the original proposal?

All clients who are referred for services are done so through the agency's confidential referral process which involves an intake interview and explanation of the service and expectations, discussion about confidentiality,, and the name of the therapist as well as the Executive Director/Clinical Director who supervises the program and the therapist.

Clients and families in the Youth Intervention component become clients through the contacts made in the street by the Specialist. The youth and family members are informed that their identities are protected by agency confidentiality policy, but they will be discussed by the Specialist and his supervisor during weekly supervision and update meetings between the Specialist and supervisor. Consent for services forms, which include the confidentiality policy are signed by all parties and are kept in secure files.

- 9) Describe at least one grant-funded accomplishment during this reporting period.

The big accomplishment for the Community Mental Health component at this point is the large number of clients who are in therapy for the first time in their lives and continue to return each week. Clients are enthusiastic about the clinical help they are receiving from a highly competent therapist who happens to be an African American woman who was born and raised in Seaside.

The big accomplishment for the Youth Intervention component is a truce between street rivals that was initiated by the Youth Intervention Specialist and two adult volunteers who were able to bring the rival youth together for a series of "table talks" that resulted in better understanding between the groups and pledges to cease threats and violent activities against each other. A number of these youth began volunteering with the Specialist and the Manager of the Seaside Youth Resource Center as participants in the City of Seaside's food giveaway program.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

10) Describe any significant grant-funded activities occurring in the next reporting period

(e.g. trainings, community events, etc.).

There are trainings for the Therapist that will be occurring during the second quarter that focus on culturally congruent strategies for working with clients of color for trauma and complicated grief.

The Youth Intervention Specialist will be participating in an annual community workshop on gang and youth violence as well as a training on counseling intervention strategies.

Demographic Breakdown *(Provide the TOTAL number of new unduplicated participants who received first time services funded by this grant program for this reporting period)*

Total number of participants for reporting period: 31

Age & Gender

0-10	
11-16	
16-21	11
22 – 44	4
45 and older	16
Female	19
Male	12
Non Binary / Third Gender	
Prefer to Self Define	
Prefer not to State	

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Ethnic origin, ethnicity or Race

Provide the total number of new unduplicated participants who identify as a single ethnic origin, ethnicity or race that received first time services this reporting period:	21
Provide the total number of new unduplicated participants who identify as have multi-ethnic origin, ethnicity or race that received first time services this reporting period:	10
Provide the total number of new unduplicated participants who declined to state their ethnic origin, ethnicity or race that received first time services this reporting period:	0
Provide the total number of new unduplicated participants with unknown ethnic origin, ethnicity or race that received first time services this reporting period:	0

Single Race Breakdown

Black or African American	11
Hispanic, Latino or Spanish	4
White	2
American Indian or Native Alaskan	1
Asian	1
Native Hawaiian or other Pacific Islander	
Middle Eastern or North African	
Some other ethnic origin, ethnicity or race	

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

Invoice / Quarterly Reporting Period

Due Date

****Program Starts****

November 1, 2020

1st Quarter Invoice Submission

November 9th, 2020

(November, December, January)

1st Quarter back up documentation

February 8th, 2021

1st Quarter Report submission

2nd Quarter Invoice Submission

(February, March, April)

Status Report to Council

April 2020 (specific date TBD)

2nd Quarter back up documentation

May 10th, 2021

2nd Quarter Report submission

3rd Quarter Invoice Submission

(May, June, July)

3rd Quarter back up documentation

August 9th, 2021

3rd Quarter report submission

4th Quarter Invoice Submission

(August, September, October)

4th Quarter back up documentation

November 8th, 2021

4th Quarter report submission (final)

**** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension****



Community Social Services Grant Progress Reporting Template

Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
- Please send an invoice with supporting documentation to acollick@ci.seaside.ca.us
- The invoice detailing spending must be written on your organizations letterhead.
- Please be sure to note which billing cycle your documentation is supporting, i.e. November 1, – December 31, 2020.
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

Quarterly Report Submission Guidelines

Please complete the progress report template, fully answering questions regarding program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Seaside Community Social Services Grant February 1 - April 30, 2021

CPY MISSION STATEMENT

Community Partnership for Youth (CPY) is a prevention program providing positive alternatives to gangs, drugs and violence while reinforcing individual strengths. Our Vision is to provide our youth with a safe, structured environment that encourages healthy boundaries, positive self-esteem and the ability to make good choices for a full and successful life.

775 Kimball Avenue, Seaside 93955
Shari Hastey (831) 595-1471 respect@cpy.org

Report Narrative: *Please submit a brief narrative on the program goals and objectives for your program. Please answer the report questions and discuss your accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.*

Mentors continue to call families every week to share information on food distribution centers, as well as testing and vaccine sites, encouraging parents during this stressful time, and letting families know they are not alone. The Middle/High School Leadership zoom meeting continues every Friday afternoon

Our partnership with the Monterey County Food Bank and ALL IN Monterey County has enabled us to distribute food twice a week to our families and staff. (780 fresh produce and pantry shelf food were distributed this quarter to CPY families.)

Program Support indicates mentors checking on students who are absent, assisting with supplies for the sites, encouraging families to come to the office for food, and helping with food distributions. We are now reaching out to more students to join CPY in the mornings for breakfast and in the afternoons after school. This quarter we served 4,457 breakfasts and 4,553 lunches thanks to MPUSD Nutrition.

Art classes continue each week. Lisa Handley w/ Plumeria Papercraft provided Valentine card activity kits, along with Thank You card activity kits for MPUSD staff. Through our partnership with National Charity League (NCL) we continue to stock up on art and school supplies, games, puzzles and creative projects. We also worked with the senior class of NCL to create an amazing rainbow colored mural out of recycled bottle tops saying RESPECT. See attached.

During April we expanded the attendance at all of the on campuses as CDC loosened up the numbers of students allowed in the classrooms. All health protocols continue to be enforced. We were grateful that CPY Staff were able to be vaccinated during April.

Our mentors report their encounters each week so we can look for patterns with students and staff. Some excerpts from the weekly evaluations. *"I was a very shy person, talking to my CPY class and classes outside has helped me improve, I do not feel as nervous when talking to a big group of people." "I would say being able to mentor the students here at Ord Terrace has helped me become more passionate at helping kids have a good childhood or shedding some kind word to motivate and inspire them." "Yes I feel supported. I'd like to acknowledge Ms. Rosalinda. Last week Mr. C a school supervisor appreciated how she kept her composure and stayed calm through a situation where a parent was extremely upset looking for his child during dismissal. The school staff appreciated that she did not react to the parent's distress rather kept communicating with staff to try and find the child. At the end the child had walked home without notifying his parents or school staff." "While playing outside Alfredo, one of my English learning students, took the time to explain rules to a game everyone was playing and did it in English. Sofie then got comfortable and became less shy to play."*

7. How did your project ensure services are provided to the target population, as specified in the original proposal?

CPY continues to work with students identified as McKinney Vento (homeless) and special needs students. Health protocols are followed before any student or staff is admitted. This quarter we only had one cohort closure due to the virus.

From February 1, to April 30, 2021, CPY served 307 individuals - McKinney Vento and Special Needs students, as well as our remote mentoring. Our high school students had 2 all day hiking experiences to Arroyo Seco with Ventana Wilderness Alliance. Other high school students were mentored and/or mentoring younger students at the on campuses sites. Please see attached statistics.

98.0% are very low income; 1.0% low income, and 1.0 % of moderate income. 51.8% female; 48.2% male; 81.4% Latinx; 3.3% as African American, 3.3% as Asian, 8.8% as Biracial, 1.6% South Pacific Islander and 1.6% as White.

8. What quality assurance methods are in place to ensure all programs/services are delivered as intended and with fidelity to the approaches described in the original proposal?

While we all wish we had the magic wand that would magically end the pandemic and allow our kids to be kids again...we don't. In the interim, we feel called to support our students and their families in as many concrete ways as possible. Thus our goals:

1. To encourage students to focus on classwork with teachers. This quarter staff and mentor/tutors were available to monitor screen time and answer questions, as well as, in April help the schools maneuver "back to the classrooms" by assisting in the cafeteria, and playgrounds and work in classrooms alongside the teachers.
2. To provide support for students and parents during this stressful time, including counseling, food, and transportation.
3. To provide student enrichment activities such as virtual classes, art, and creative play.

Mentor/Tutors monitor daily attendance; and compile weekly reports. All staff work closely with the Monterey Peninsula Unified School District staff and administration for on-campus programs. This quarter we had a few service and community learners from CSUMB and the Monterey International School

The anticipated result we are most wanting is for our students and families to feel cared for, not be hungry, receive tools that help them maneuver the trauma, and have some fun! We can only do this - together!

9. Describe at least one grant-funded accomplishment during this reporting period?

CPY continued to be available to our families with remote mentoring and program support. One outstanding characteristics of the CPY mentors has been their flexibility. Many changes have happened and they have stepped up to support the schools where they are assigned.

We opened a new site at Del Rey Woods working with MPUSD's Extended Learning staff.in April along with M.L. King School of the Arts, Ord Terrace and Highland.

10. Describe any significant grant-funded activities occurring in the next reporting period

We have been asked by the MPUSD Superintendent to work through June on our 4 campuses working along with teachers for half of the day to assist students in academic learning. We want them to be all caught up and ready to go for next year. CPY will help with any homework and provide enrichment fun activities during the afternoons. Breakfast and lunch will be provided. CPY will continue on campuses during the month of July and are consistently reaching out to our partners and we hope to have more activities. We are all set for the first week of July to have 30 boys and girls learning leadership through surfing with The Wahine Project.

COMMUNITY PARTNERSHIP FOR YOUTH 2020 - 2021 STATISTICS

July - April (10 months)

Remote Mentoring Tutoring & Zoom Classes

Site	Total	Ethnicity								Income			Gender		Percent of Low Income Families
		AA/Black	Asi	White	Latinx	Mult	Namer*	Other	SPI	V. Low	Low	Mod	Female	Male	
Colton Middle School	11	0	0	0	10	1	0	0	0	8	3	0	5	6	100.0%
Del Rey Woods	41	0	0	0	40	1	0	0	0	40	0	1	21	20	97.6%
Highland	38	4	5	0	21	6	0	0	2	37	0	1	15	23	97.4%
M.L. King	42	4	2	1	27	8	0	0	0	42	0	0	19	23	100.0%
Ord Terrace	17	0	0	2	15	0	0	0	0	17	0	0	8	9	100.0%
	149	8	7	3	113	16	0	0	2	144	3	2	68	81	96.6%

Community Cares															
Del Rey Woods	8	0	0	0	8	0	0	0	0	8	0	0	5	3	100.0%
Highland	54	0	1	0	49	1	0	0	3	54	0	0	30	24	100.0%
M.L. King	24	2	0	1	19	2	0	0	0	23	0	1	14	10	95.8%
Ord Terrace	55	0	1	1	45	8	0	0	0	55	0	0	29	26	100.0%

High School Life Skills															
Leadership/Job Skills	17	0	1	0	16	0	0	0	0	17	0	0	13	4	100%
PROGRAM TOTAL	307	10	10	5	250	27	0	0	5	301	3	3	159	148	99.0%
Percentage		3.3%	3.3%	1.6%	81.4%	8.8%	0.0%	0.0%	1.6%	98.0%	1.0%	1.0%	51.8%	48.2%	

Remote & Community Cares															
Schools		307													
Grades															
Del Rey Woods	40	Kinder	35												
DLAMP	5	1st	35												
Highland	83	2nd	45												
M.L. King	66	3rd	49			6th	15								
Monterey High	9	4th	43			7th	5								
Ord Terrace	67	5th	54			8th	4								
Seaside Middle	8														
Seaside High	13														
Walter Colton Middle	16														

July 1st On	307
Kinder	35
First - Fifth	226
Middle	24
High	22

Volunteers	159
Service Learners	29
Long Term	14
NCL	47
Summer	
Holiday Events	69

Breakfasts	9,524
Lunches	9,861
Suppers	3,965
Food Boxes	2,640

December

SENIOR CLASS PROJECT FOR NATIONAL CHARITY LEAGUE

This mural was created to help stop waste production and pollution which negatively affects our planet. It also conveys the message that when our community comes together to clean the world, we can create something beautiful. It is important that we instill these values in our community. Our colorful and bright mural of the word "Respect" is something we can all as a community look at, appreciate, and use as a reminder of a word to live by.

We created a mural made of recycled materials from our community and placed it at Community Partnership for Youth (CPY), a prevention organization offering alternatives to gangs, drugs, and violence, by providing consistent support for youth to develop values, character, life skills and responsibility



Respect (n): a feeling of deep admiration for someone or something elicited by their abilities, qualities, or achievements. That's the dictionary definition of respect, but what does respect truly mean? Respect is a simple, yet powerful word. Respect is the ability to appreciate and recognize the beliefs and differences of other people. It is the act of caring, understanding, and respecting someone or something else. Having respect is something you should carry with yourself throughout your whole life. Now that you understand what respect truly means, you can appreciate why we chose to make a mural of the word.

Julia Cisneros, President, Class Of 2021

CPY REMOTE MENTORING PROGRAM

The Covid-19 pandemic created uncertainty, and the shutdown of schools last Spring continues to affect each student. After the shutdown, CPY mentors decided to establish a weekly Zoom meeting for our former students at Walter Colton Middle School. Each student has grappled with being lonely, housebound, and unmotivated with remote learning. The meetings have created a positive safe space for the students and allow them to interact with one another. The students have consistently attended these meetings, actively listening and participating throughout the year. The students have learned tools to overcome these obstacles and persevere through difficult times.

Ms. Saby, Mr. Sammy, and Ms. Nathalie have provided the students with support and created a small community online. Ms. Nathalie creates the lesson plan each week which centers around current events, social issues, and life skills. At the beginning of each meeting, each student self-reflects on their past week and states their greatest accomplishment. The student decides their next goal for the new week and the steps towards achieving it. The students have learned a variety of resources and tools that will keep them accountable: Studying skills, organization, checklists, asking for help and attending office hours, motivation by incentives, and self-discipline. The students also inquire and seek difficult conversations on politics and their needs. The lesson plans provide the opposing sides of arguments and allow the students to create their own opinions. The students are getting older and constantly trying to comprehend the world around the pandemic, while the mentors encourage each student to be respectful and open-minded.

The pandemic has changed the landscape of education, but the students are still at the center demanding guidance and support. The continuation of these meetings is vital and allows the mentors to build relationships with the students and hold them accountable. The students recognize that they are being heard and seen by their mentors and peers. By laying down the foundation, the students are able to succeed academically and socially in this challenging environment. Overall, students appreciate the time we take to allow them to express themselves without any pressure from school or parents. Their commitment every week has shown us how much they have benefited from our weekly check-ins.



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Monterey CA 93942
831-394-4279
fax 831-394-4229

www.cpy.org
www.facebook.com/CPY4kids

Non-profit 501 (c) 3
Corporate Tax # 77-0310237

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Director**

Francho Pacheco

Community Partnership for
Youth (CPY) is a prevention
program providing positive
alternatives to gangs, drugs
and violence while reinforcing
individual strengths.

Building a Community
One Child At A Time

August 6, 2021

Ashley Collick
City of Seaside
986 Hilby Avenue
Seaside, CA 93955

Seaside Community Social Service Grant

Billing Cycle: May 1, 2021 through July 31, 2021

Please Submit Final \$ 25,000

Invoice Details

Program Director **\$ 15,831.98**

Benjamin Bruce – Oversees all Programs

Program Support **\$ 1,880.40**

Community Cares **\$ 50,747.50**

(M.L. King School of the Arts – July 2021)

CPY Mentors at \$50,747.50

CPY Gifts in Kind

General Liability Insurance, Office Rent
MPUSD – Facilities, Food & 3 Mentors (Century XXI Salaries)
Employer Benefits & Administrator's Time

Respectfully Submitted

Shari R. Hastey
Executive Director

Report Narrative: *Please submit a brief narrative on the program goals and objectives for your program. Please answer the report questions and discuss your accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.*

Mentors continued to call families every week to share information on food distribution centers, as well as testing and vaccine sites, encouraging parents during this stressful time, and letting families know they are not alone.

Our partnership with the Monterey County Food Bank and ALL IN Monterey County enabled us to distribute food to our families and staff. Program Support indicates mentors checking on students who are absent, assisting with supplies for the sites, encouraging families to come to the office for food, and helping with food distributions.

Art classes continued each week. National Charity League (NCL) and Lisa Handley w/ Plumeria Papercraft provided art activity kits. Mentors came up with amazing art projects and original outside games and activities.

During May we expanded the attendance at all of the on campuses as CDC loosened up the numbers of students allowed in the classrooms. All health protocols continued to be enforced. We were grateful that CPY Staff were able to be vaccinated during April.

COVID 19 has made everything we do challenging. We were concerned that many students had fallen behind academically and needed one-on-one and small group tutoring as well as recovery from computer screen-based learning. During June we worked in 4 schools directly with 386 students. Teachers were in the classroom until noon and CPY staff were involved in each classroom as well as assisting with cafeteria and playground supervision. The afternoons found students in CPY small cohorts doing enrichment activities such as art, creative writing and reinforcement of the morning school work. We know that children learn differently and have individual life experiences; CPY mentors have tried to see each child individually. We know some need to be involved in organized sports, others art projects, and still others counseling for the trauma they have experienced.

The month of July found over 150 students at M.L. King School of the Arts enjoying a little more freedom in secure cohorts learning the CPY Standards, talking about respect, integrity and telling the truth. They enjoyed just meeting new friends and being in a caring environment. The first week we received 30 scholarships for our students to learn leadership through surfing at The Wahine Project. Students wrote Thank You letters several times a week, worked on incentive points to earn new backpacks, skateboards, bicycles, Legos, games and art products on the last day. School started yesterday and we have a wait list at each of the campuses.

We are very proud of the flexibility and established work ethic our high school students have learned in stressful circumstances. I am not sure we could have done anything differently; but we have learned how with encouragement, lots of guidance and praise, our high school students have not only grown but have thrived.

7. How did your project ensure services are provided to the target population, as specified in the original proposal?

CPY continued to work with students identified as McKinney Vento (homeless), low income and special needs students. This quarter we did not have any cohort closures due to the virus.

From May 1, to June 30th CPY served McKinney Vento and Special Needs students. In July we included some CPY students who had not been with us during the pandemic.

8. What quality assurance methods are in place to ensure all programs/services are delivered as intended and with fidelity to the approaches described in the original proposal?

Mentor/Tutors monitored daily attendance; and compiled weekly reports. All staff worked closely with the MPUSD staff and administration for on-campus programs.

The anticipated result we are most wanting is for our students and families to feel cared for, not be hungry, receive tools that help them maneuver the trauma, and have some fun! We can only do this - together!

9. Describe at least one grant-funded accomplishment during this reporting period?

Even with the challenges of COVID19 we are realizing how powerful our model is for the empowerment of our high school students. This past fiscal year, nine paid high school mentors worked 4,072 hours and earned a total of \$58,273, thus supporting each student's family "financial pot." Twelve students who have been a part of the High School Leadership program graduated and four are enrolled in four-year colleges as first time college students. So proud of the young people!

During COVID the systemic inequalities were profoundly evident. Several of our young men who have excelled with us have been mistreated in other jobs, and not given a job because of former missteps in their lives. "When the going gets tough – the tough get going". CPY has worked alongside and been an advocate for these young men. Sometimes it isn't what you know it is who you know to get through hard situations

10. Describe any significant grant-funded activities occurring in the next reporting period

We have been asked by the MPUSD Superintendent to help the start of school by having CPY mentors on our 5 campuses working along with teachers, overseeing the playgrounds and cafeteria until CPY starts each afternoon.

COVID 19 has made everything we do challenging. We were concerned that many students had fallen behind academically and needed one-on-one and small group tutoring as well as recovery from computer screen-based learning. During June we worked in 4 schools directly with 386 students. Teachers were in the classroom until noon and CPY staff were involved in each classroom, as well as, assisting with cafeteria and playground supervision. The afternoons found students in small cohorts doing enrichment activities such as art, creative writing and reinforcement of the morning school work. We know that children learn differently and have individual life experiences; CPY mentors have tried to see each child individually. We know some need to be involved in organized sports, others art projects, and still others counseling for the trauma they have experienced. We hired a MSW intern who is working on her Masters. She spent July with us and she already has make a difference in the lives of our students.

We are very proud of the flexibility and established work ethic our high school students have learned in stressful circumstances. I am not sure we could have done anything differently; but we have learned how with encouragement, lots of guidance and praise, our high school students have not only grown but have thrived. Please see a testimonial below:

The CPY high school leadership has helped me in many different aspects throughout my high school years. I learned how to take leadership when it is needed to help my team run smoothly since we all rely on one another to get all of our tasks done. CPY is not just a program that helps support the students academically but helps the staff have a better understanding on how to control and solve certain situations to have the best outcomes...I was a student in the program I started at the age of 7 when I was a first grader and have stayed with the program until this day because CPY is not just a mentor/tutor program for me but as well as my second family I can go to. CPY has changed my life in many ways no one could ever imagine and as well help me figure out the career I wanted to major in once I finished with high school since I love working with kids and fascinated with medicine I want to go into the Pediatric field. I have to thank CPY for everything that I have accomplished...they believed in me when I did not even believe in myself. -Paulina

Community Partnership for Youth (CPY)
Seaside Community Social Service Grant
 May through July 2021

	May - Jul 21
Other Income/Expense	
Other Income	
456 · Miscellaneous	
459 · City of Seaside	
459.C · Mayor's Youth Fund	3,000.00
459 CSS · Community Social Services Grant	25,000.00
Total 459 · City of Seaside	28,000.00
456 · Miscellaneous - Other	15,878.95
Total 456 · Miscellaneous	43,878.95
Total Other Income	43,878.95
Other Expense	
550 · Personnel	
551A · Program Director	15,831.98
556 CC · Community Cares	156,369.07 *
556 PS · Program Support	1,880.40
550 · Personnel - Other	0.00
Total 550 · Personnel	174,081.45
Total Other Expense	174,081.45
Net Other Income	-130,202.50
Net Income	-130,202.50

* See July

Community Partnership for Youth (CPY)

M.L. King, Jr. School of the Arts

July 2021

Date	Num	Name	Amount	Balance
550 · Personnel				
556 CC · Community Cares				
07/15/2021	1167	Corres Rodriguez, Ulyses	600.00	600.00
07/15/2021	1166	Clemons, Shelisha M	576.00	1,176.00
07/15/2021	1160	Antonio Fabian, Paulina Y	720.00	1,896.00
07/15/2021	1161	Arvizu, Iris	640.00	2,536.00
07/15/2021	1162	Blanca, Elsa	576.00	3,112.00
07/15/2021	1164	Cardenas, Octavio	600.00	3,712.00
07/15/2021	1165	Carter, Anthony M	1,080.00	4,792.00
07/15/2021	1168	Espinoza-Verduzco, Jorge A	795.00	5,587.00
07/15/2021	1169	Espinoza-Verduzco, Pamela	960.00	6,547.00
07/15/2021	1171	Hernandez Anguiano, Sarai	720.00	7,267.00
07/15/2021	1173	Hernandez Vega, Aylin Y	744.00	8,011.00
07/15/2021	1174	Lopez Perez, Xochitl N	720.00	8,731.00
07/15/2021	1175	Macias, Rosalinda	720.00	9,451.00
07/15/2021	1177	Meza-Salgado, Fatima S	837.00	10,288.00
07/15/2021	1178	Meza, Samuel	810.00	11,098.00
07/15/2021	1179	Morse, Kayla J	667.50	11,765.50
07/15/2021	1180	Munoz Avendano, Saby S	1,008.00	12,773.50
07/15/2021	1181	Nguyen, Scott T	768.00	13,541.50
07/15/2021	1183	Partida Lopez, Ana Laura	954.00	14,495.50
07/15/2021	1184	Partida Lopez, Mariana	629.00	15,124.50
07/15/2021	1185	Pecjo, Pompeyo E	705.00	15,829.50
07/15/2021	1186	Perez Ceron, Martin D	256.00	16,085.50
07/15/2021	1187	Quiroz Segura, Andrea Y	240.00	16,325.50
07/15/2021	1188	Sandoval Bermudez, Azeneth	555.00	16,880.50
07/15/2021	1189	Torres, Jorge	884.00	17,764.50
07/15/2021	1190	Tyler, Derrick	660.00	18,424.50
07/15/2021	1176	McMurray, Arielle S D	576.00	19,000.50
07/31/2021	1196	Antonio Fabian, Paulina Y	1,200.00	20,200.50
07/31/2021	1197	Arvizu, Iris	1,000.00	21,200.50
07/31/2021	1198	Blanca, Elsa	1,440.00	22,640.50
07/31/2021	1199	Blanco, Avery L	696.00	23,336.50
07/31/2021	1201	Cardenas, Octavio	1,320.00	24,656.50
07/31/2021	1202	Carter, Anthony M	1,760.00	26,416.50
07/31/2021	1203	Clemons, Shelisha M	1,440.00	27,856.50
07/31/2021	1204	Corres Rodriguez, Ulyses	1,320.00	29,176.50
07/31/2021	1205	Espinoza-Verduzco, Jorge A	1,275.00	30,451.50
07/31/2021	1206	Espinoza-Verduzco, Pamela	1,760.00	32,211.50
07/31/2021	1208	Hernandez Anguiano, Sarai	1,170.00	33,381.50
07/31/2021	1211	Lopez Perez, Xochitl N	1,087.50	34,469.00
07/31/2021	1212	Macias, Rosalinda	1,320.00	35,789.00
07/31/2021	1213	Marquez, Jimena	0.00	35,789.00
07/31/2021	1214	McMurray, Arielle S D	720.00	36,509.00
07/31/2021	1215	Meza-Salgado, Fatima S	1,100.50	37,609.50
07/31/2021	1216	Meza, Samuel	1,440.00	39,049.50
07/31/2021	1217	Morse, Kayla J	1,364.00	40,413.50
07/31/2021	1218	Munoz Avendano, Saby S	1,601.25	42,014.75
07/31/2021	1219	Nguyen, Scott T	1,384.00	43,398.75
07/31/2021	1221	Pecjo, Pompeyo E	1,320.00	44,718.75
07/31/2021	1222	Perez Ceron, Martin D	600.00	45,318.75
07/31/2021	1223	Quiroz Segura, Andrea Y	120.00	45,438.75
07/31/2021	1224	Sandoval Bermudez, Azeneth	1,185.00	46,623.75
07/31/2021	1225	Torres, Jorge	1,487.50	48,111.25
07/31/2021	1226	Tyler, Derrick	1,427.25	49,538.50
07/31/2021	1227	Hernandez Vega, Aylin Y	1,209.00	50,747.50
Total 556 CC · Community Cares			50,747.50	50,747.50
Total 550 · Personnel			50,747.50	50,747.50
TOTAL			50,747.50	50,747.50

Community Partnership for Youth (CPY)
Seaside Community Social Service Grant
 May through July 2021

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>	<u>Balance</u>
550 · Personnel				
551A · Program Director				
05/15/2021	1044	Bruce, Benjamin P	2,603.83	2,603.83
05/31/2021	1071	Bruce, Benjamin P	2,603.83	5,207.66
06/15/2021	1101	Bruce, Benjamin P	2,603.83	7,811.49
06/30/2021	1132	Bruce, Benjamin P	2,603.83	10,415.32
07/15/2021	1163	Bruce, Benjamin P	2,708.33	13,123.65
07/31/2021	1200	Bruce, Benjamin P	2,708.33	15,831.98
Total 551A · Program Director			15,831.98	15,831.98
Total 550 · Personnel			15,831.98	15,831.98
TOTAL			15,831.98	15,831.98

Community Partnership for Youth (CPY)
Seaside Community Social Service Grant
May through July 2021

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>	<u>Balance</u>
550 · Personnel				
556 PS · Program Support				
05/15/2021	1050	Hernandez Sosa, Maria E	236.64	236.64
05/31/2021	1075	Hernandez Anguiano, Sarai	280.00	516.64
05/31/2021	1077	Hernandez Sosa, Maria E	234.18	750.82
06/15/2021	1108	Hernandez Sosa, Maria E	156.30	907.12
07/15/2021	1172	Hernandez Sosa, Maria E	88.00	995.12
07/31/2021	1209	Hernandez Sosa, Maria E	885.28	1,880.40
Total 556 PS · Program Support			1,880.40	1,880.40
Total 550 · Personnel			1,880.40	1,880.40
TOTAL			1,880.40	1,880.40

COMMUNITY PARTNERSHIP FOR YOUTH



CITY OF SEASIDE COMMUNITY SOCIAL SERVICES GRANT PROGRESS REPORT NOVEMBER 2020 – JANUARY 2021



1/26/21

Community Social Services Grant Progress Reporting Template

Project Information

Grantee Name: Community Partnership For Youth Project Title: Mentor Tutor Program

Reporting Period: 11.20-1.21

Award Total: \$100,000

Submission Date: 2.1.21

Amount invoiced to date: \$25,000

Report Prepared by: Ashley

Email / Phone: perfectcopy.org
595-1441

Report Narrative: Please submit a brief narrative on the program goals and objectives for your program. Please answer the report questions and discuss your accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

Please see attached

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

Report Questions:

- 1) In relation to the overall budget, are grant funds being expended as planned and on schedule? ☒ Yes ☐ No

- 2) If no, explain why and describe the plan to correct it.

- 3) In relation to the overall grant budget, are match funds being expended as planned and on schedule? ☒ Yes ☐ No

- 4) If no, explain why and describe the plan to correct it.

- 5) Are all grant-funded positions filled (includes the lead agency and any contracted agencies)? ☒ Yes ☐ No

- 6) If no, which grant-funded positions are unfilled, why, and what is the timeline to fill them?

**** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension****



**Community Social Services Grant
Progress Reporting Template**

- 7) How did your project ensure services are provided to the target population, as specified in the original proposal?

see attached

- 8) What quality assurance methods are in place to ensure all programs/services are delivered as intended and with fidelity to the approaches described in the original proposal?

see attached

- 9) Describe at least one grant-funded accomplishment during this reporting period.

see attached

**** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension****



1/26/21

Community Social Services Grant Progress Reporting Template

10) Describe any significant grant-funded activities occurring in the next reporting period
(e.g. trainings, community events, etc.).

Please see attached

Demographic Breakdown (Provide the TOTAL number of new unduplicated participants who received first time services funded by this grant program for this reporting period)

Total number of participants for reporting period: 259

Age & Gender

0-10	233
11-16	23
16-21	13
22 - 44	Family Food Distribution
45 and older	
Female	49.7
Male	50.3
Non Binary / Third Gender	
Prefer to Self Define	
Prefer not to State	

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



1/26/21

Community Social Services Grant Progress Reporting Template

Ethnic origin, ethnicity or Race

Provide the total number of new unduplicated participants who identify as a single ethnic origin, ethnicity or race that received first time services this reporting period:	174
Provide the total number of new unduplicated participants who identify as have multi-ethnic origin, ethnicity or race that received first time services this reporting period:	25
Provide the total number of new unduplicated participants who declined to state their ethnic origin, ethnicity or race that received first time services this reporting period:	—
Provide the total number of new unduplicated participants with unknown ethnic origin, ethnicity or race that received first time services this reporting period:	—

Single Race Breakdown

Black or African American	9
Hispanic, Latino or Spanish	208
White	4
American Indian or Native Alaskan	
Asian	11
Native Hawaiian or other Pacific Islander	2
Middle Eastern or North African	
Some other ethnic origin, ethnicity or race	

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**

Report Narrative: *Please submit a brief narrative on the program goals and objectives for your program. Please answer the report questions and discuss your accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.*

CPY's campus activities came to a close on March 13th. Through the Community Foundation Covid-19 Relief Fund, we were able to reach out to our families every week. Through a partnership with National Charity League we stocked up on art and school supplies, games, puzzles and creative projects. Our partnership with the Monterey County Food Bank and ALL IN Monterey County has enabled us to distribute food twice a week to our families and staff.

Mentors have been calling families every week to share information on food distribution centers as well as testing sites and mask distributions. We also helped families to settle in with distance learning, working with students to learn to discipline themselves in getting their school work done, playing games together on line, encouraging parents during this stressful time, and letting families know they are not alone.

During the months of November through January the mentors spent over 100 hours a month reaching out to Seaside families. Our mentors reported their encounters each week so we can look for patterns with students and families. As evidenced by our most recent participant survey, our kids ALREADY have challenges. We understand that rates of domestic violence and child abuse have increased during the COVID-19 crisis. Stress and increased isolation are risk factors for abuse, and families are under increased stress and isolation with varying levels of support and resources. Three students have been receiving behavioral / mental health assistance. Our families need and appreciate our support!

7. How did your project ensure services are provided to the target population, as specified in the original proposal?

The MPUSD Superintendent asked CPY to help students identified as McKinney Vento (homeless) and special needs students. It has been a challenge! We are not allowed to be on campus to oversee. All health protocols are followed before any student or staff is admitted. In anticipation to challenges in teaching youngsters to follow health protocols; we have activities to make this a fun experience rather than punitive. Above all safety precautions are observed. To date we have had three cohort closures due to the virus.

From November 1, 2020 to January 31, 2021 CPY has served McKinney Vento and Special Needs students every day, as well as our remote mentoring - 98.1% of whom are very low income; 1.1% low income, and .08% of moderate income. Our students are 49.7% female; 50.3% male; 80.3% Latinx; 3.5% as African American, 4.2% as Asian, 9.7% as Biracial, .08% South Pacific Islander and 1.5% as White.

8. What quality assurance methods are in place to ensure all programs/services are delivered as intended and with fidelity to the approaches described in the original proposal?

While we all wish we had the magic wand that would magically end the pandemic and allow our kids to be kids again...we don't. In the interim, we feel called to support our students and their families in as many concrete ways as possible. Thus our goals:

1. To encourage students to focus on classwork with teachers. Staff and mentor/tutors are available to monitor screen time and answer questions.

2. To provide support for students and parents during this stressful time, including counseling, food, and transportation.
3. To provide student enrichment activities such as virtual classes, dance, art, and play.

Mentor/Tutors monitor daily attendance; and compile weekly reports. All staff work closely with the Monterey Peninsula Unified School District staff and administration for on-campus programs.

The anticipated result we are most wanting at this time is for our students and families to feel cared for, not be hungry, receive tools that help them maneuver the trauma, and have some fun! We can only do this - together!

9. Describe at least one grant-funded accomplishment during this reporting period?

CPY continued to be available to our families with remote mentoring and program support. We had a variety of classes such as art, American Sign Language and a weekly Middle School Leadership workshop. We also had CSUMB Service Learners who facilitated 11 Japanese workshops which ended in December.

We opened a new site at M.L. King School of the Arts in January, along with the sites at Ord Terrace and Highland.

During the Holidays:

- Every child in the Community Cares Program received a gift and book of their choice. These were provided through National Charity League and Carmel Presbyterian Church.
- Thanks to the outpouring of community support we were able to adopt and provide gifts and \$100 food cards to 3 families. (169 individuals)
- The Bakewell Company provided 11 Thanksgiving dinners to CPY
- Monterey Peninsula Ballet provided 10 family cars (\$750 Gifts in Kind) for The Nutcracker at the Monterey County Fairgrounds on December 5th. They watched a screening of The Nutcracker and watched the movie Elf.
- Food distributions were held twice a week out of the office.

10. Describe any significant grant-funded activities occurring in the next reporting period

The last Sunday of January, February and March, in a partnership with The Wahine Project and Drop In Coalition in Santa Cruz we will be participating in a Surf and Steam program. This program is for girls who identify as Black, Indigenous or other person of color, grades 8-10 who are particularly interested in the Sciences. Please check our Facebook page to see pictures of our first outing on January 30th.

We are consistently reaching out to partners and when the virus settles down we hope to all more activities for our students.



**Community Social Services Grant
Progress Reporting Template**

Project Information

Grantee Name: Meals on Wheels

Project Title: Home Delivered Meals

Reporting Period: 11-20 to 1-21

Award Total: \$20,000

Submission Date: 2-8-2021Amount invoiced to date: \$5,718.62Report Prepared by: Jacob ShaferEmail / Phone: jshafer@mowmp.org

Report Narrative: *Please submit a brief narrative on the program goals and objectives for your program. Please answer the report questions and discuss your accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.*

Meals on Wheels of the Monterey Peninsula (MOWMP) continues to serve frail, elderly, and disabled residents throughout the City of Seaside. MOWMP's Home Delivered Meals program has developed over the past 49 years to meet the complex nutritional health needs of frail, elderly and disabled homebound adults who cannot shop or cook for themselves and have no adult caregiver in the home. It is currently the only program on the Monterey Peninsula to deliver 2.5 nutritious meals five days per week to the homebound by caring volunteers. Where once the Home Delivered Meals program acted as supplemental nutrition for homebound adults, it has now become the chief source of nutrition for a population significantly impacted by health challenges and a volatile economy.

Goals at the outset of this program aimed to ensure that 125+ frail elderly residents of Seaside who cannot shop or cook for themselves and who have no regular adult caregiver in the home receive daily healthy nutrition, tied to federal standards for adult nutrition.

Challenges include meeting the increased demand for the Home Delivered Meals program and the ever-increasing cost of food. It takes more volunteer drivers than ever before to deliver meals across the Monterey Peninsula and the purchase of more food as donations of fresh produce and meats has slowed over the past 10 months.

**** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension****



Community Social Services Grant Progress Reporting Template

Report Questions:

1) In relation to the overall budget, are grant funds being expended as planned and on schedule? ☒ Yes ☐ No

2) If no, explain why and describe the plan to correct it.

3) In relation to the overall grant budget, are match funds being expended as planned and on schedule? ☒ Yes ☐ No

4) If no, explain why and describe the plan to correct it.

5) Are all grant-funded positions filled (includes the lead agency and any contracted agencies)? ☒ Yes ☐ No

6) If no, which grant-funded positions are unfilled, why, and what is the timeline to fill them?

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

- 7) How did your project ensure services are provided to the target population, as specified in the original proposal?

Grant funds went towards food costs only and helped support the 30% increase in demand for our Home Delivered Meals program in the City of Seaside. As of the beginning of the year, 87% of Seaside clients served by the Home Delivered Meals program are low income. Of those clients, 95% are living at or below the Federal Poverty Level. Home delivered meals ensures that all participating Seaside residents have adequate healthy nutrition and can remain, independent, in their own homes, for as long as possible.

- 8) What quality assurance methods are in place to ensure all programs/services are delivered as intended and with fidelity to the approaches described in the original proposal?

MOWMP conducts daily wellness checks of homebound clients and acts as an early responder in the event that a homebound senior has fallen or is otherwise incapacitated. Drivers are also trained to look for signs of elder abuse, self-neglect, and failure to thrive. MOWMP's program officer contacts family members, emergency police and fire services, medical personnel, hospital services and/or Adult Protective Services as appropriate.

All 300+ active volunteers who help facilitate the operations of the program report back to MOWMP's Home Delivered Meals program manager to ensure the food is received and well being of the client is intact. This system offers another layer of protection for vulnerable seniors in the City of Seaside. Daily socialization with a trained volunteer provides frail, elderly seniors a lifeline to the outside world and connections to their community.

- 9) Describe at least one grant-funded accomplishment during this reporting period.

Seaside CDBG funds were used to cover the costs of food only. MOWMP estimates food costs to be to be approximately \$7.36 per delivery and that volunteer drivers will make 26,000 deliveries in the City of Seaside with the aforementioned increase in demand included. So, with the support from the City of Seaside, MOWMP has been able to keep up with demand on its Home Delivered Meals program and deliver the nutrition homebound seniors rely upon to stay healthy in their homes.



Community Social Services Grant Progress Reporting Template

10) Describe any significant grant-funded activities occurring in the next reporting period

(e.g. trainings, community events, etc.).

MOWMP plans to continue to make deliveries five days a week to 125+ homebound clients in the City of Seaside.

Demographic Breakdown *(Provide the TOTAL number of new unduplicated participants who received first time services funded by this grant program for this reporting period)*

Total number of participants for reporting period: 25

Age & Gender

0-10	
11-16	
16-21	
22 – 44	
45 and older	25
Female	16
Male	9
Non Binary / Third Gender	0
Prefer to Self Define	0
Prefer not to State	0

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Ethnic origin, ethnicity or Race

Provide the total number of new unduplicated participants who identify as a single ethnic origin, ethnicity or race that received first time services this reporting period:	
Provide the total number of new unduplicated participants who identify as have multi-ethnic origin, ethnicity or race that received first time services this reporting period:	
Provide the total number of new unduplicated participants who declined to state their ethnic origin, ethnicity or race that received first time services this reporting period:	
Provide the total number of new unduplicated participants with unknown ethnic origin, ethnicity or race that received first time services this reporting period:	

Single Race Breakdown

Black or African American	
Hispanic, Latino or Spanish	
White	
American Indian or Native Alaskan	
Asian	
Native Hawaiian or other Pacific Islander	
Middle Eastern or North African	
Some other ethnic origin, ethnicity or race	

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

Invoice / Quarterly Reporting Period

Due Date

****Program Starts****

November 1, 2020

1st Quarter Invoice Submission
(November, December, January)

November 9th, 2020

1st Quarter back up documentation
1st Quarter Report submission
2nd Quarter Invoice Submission
(February, March, April)

February 8th, 2021

Status Report to Council

April 2020 (specific date TBD)

2nd Quarter back up documentation
2nd Quarter Report submission
3rd Quarter Invoice Submission
(May, June, July)

May 10th, 2021

3rd Quarter back up documentation
3rd Quarter report submission
4th Quarter Invoice Submission
(August, September, October)

August 9th, 2021

4th Quarter back up documentation
4th Quarter report submission (final)

November 8th, 2021

**** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension****



Community Social Services Grant Progress Reporting Template

Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
- Please send an invoice with supporting documentation to acollick@ci.seaside.ca.us
- The invoice detailing spending must be written on your organizations letterhead.
- Please be sure to note which billing cycle your documentation is supporting, i.e. November 1, – December 31, 2020.
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

Quarterly Report Submission Guidelines

Please complete the progress report template, fully answering questions regarding program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

Project Information

Grantee Name: Meals on Wheels

Project Title: Home Delivered Meals

Reporting Period: 2-21 to 4-21

Award Total: \$20,000

Submission Date: 5-4-2021Amount invoiced to date: \$5,172.36Report Prepared by: Jacob ShaferEmail / Phone: jshafer@mowmp.org

Report Narrative: *Please submit a brief narrative on the program goals and objectives for your program. Please answer the report questions and discuss your accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.*

Meals on Wheels of the Monterey Peninsula (MOWMP) continues to serve frail, elderly, and disabled residents throughout the City of Seaside. MOWMP's Home Delivered Meals program has developed over the past 49 years to meet the complex nutritional health needs of frail, elderly and disabled homebound adults who cannot shop or cook for themselves and have no adult caregiver in the home. It is currently the only program on the Monterey Peninsula to deliver 2.5 nutritious meals five days per week to homebound seniors by caring volunteers. Where once the Home Delivered Meals program acted as supplemental nutrition for homebound adults, it has now become the chief source of nutrition for a population significantly impacted by health challenges, a volatile economy, and the COVID-19 pandemic.

Goals at the outset of this program aimed to ensure that 125+ frail elderly residents of Seaside who cannot shop or cook for themselves and who have no regular adult caregiver in the home receive daily healthy nutrition, tied to federal standards for adult nutrition.

Challenges include meeting the increased demand for the Home Delivered Meals program and the ever-increasing cost of food. It takes more volunteer drivers than ever before to deliver meals across the Monterey Peninsula and the purchase of more food as donations of fresh produce and protein has slowed over the past year.

**** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension****



Community Social Services Grant Progress Reporting Template

Report Questions:

1) In relation to the overall budget, are grant funds being expended as planned and on schedule? ☒ Yes ☐ No

2) If no, explain why and describe the plan to correct it.

3) In relation to the overall grant budget, are match funds being expended as planned and on schedule? ☒ Yes ☐ No

4) If no, explain why and describe the plan to correct it.

5) Are all grant-funded positions filled (includes the lead agency and any contracted agencies)? ☒ Yes ☐ No

6) If no, which grant-funded positions are unfilled, why, and what is the timeline to fill them?

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

- 7) How did your project ensure services are provided to the target population, as specified in the original proposal?

Grant funds went towards food costs only and helped support the 63% increase in demand for our Home Delivered Meals program in the City of Seaside. As of the beginning of the year, 87% of Seaside clients served by the Home Delivered Meals program are low income. Of those clients, 95% are living at or below the Federal Poverty Level. Home delivered meals ensures that all participating Seaside residents have adequate healthy nutrition and can remain, independent, in their own homes, for as long as possible.

- 8) What quality assurance methods are in place to ensure all programs/services are delivered as intended and with fidelity to the approaches described in the original proposal?

MOWMP conducts daily wellness checks of homebound clients and acts as an early responder in the event that a homebound senior has fallen or is otherwise incapacitated. Drivers are also trained to look for signs of elder abuse, self-neglect, and failure to thrive. MOWMP's program officer contacts family members, emergency police and fire services, medical personnel, hospital services and/or Adult Protective Services as appropriate.

All 300+ active volunteers who help facilitate the operations of the program report back to MOWMP's Home Delivered Meals program manager to ensure the food is received and well being of the client is intact. This system offers another layer of protection for vulnerable seniors in the City of Seaside. Daily socialization with a trained volunteer provides frail, elderly seniors a lifeline to the outside world and connections to their community.

- 9) Describe at least one grant-funded accomplishment during this reporting period.

Seaside CDBG funds were used to cover the costs of food only. MOWMP estimates food costs to be to be approximately \$7.36 per delivery and that volunteer drivers will make 26,000 deliveries in the City of Seaside with the aforementioned increase in demand included. So, with the support from the City of Seaside, MOWMP has been able to keep up with demand on its Home Delivered Meals program and deliver the nutrition homebound seniors rely upon to stay healthy in their homes.

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Community Social Services Grant Progress Reporting Template

10) Describe any significant grant-funded activities occurring in the next reporting period

(e.g. trainings, community events, etc.).

MOWMP plans to continue to make deliveries five days a week to 125+ homebound clients in the City of Seaside.

Demographic Breakdown *(Provide the TOTAL number of new unduplicated participants who received first time services funded by this grant program for this reporting period)*

Total number of participants for reporting period: 33

Age & Gender

0-10	
11-16	
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22 – 44	
45 and older	33
Female	19
Male	14
Non Binary / Third Gender	0
Prefer to Self Define	0
Prefer not to State	0

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

Ethnic origin, ethnicity or Race

Provide the total number of new unduplicated participants who identify as a single ethnic origin, ethnicity or race that received first time services this reporting period:	30
Provide the total number of new unduplicated participants who identify as have multi-ethnic origin, ethnicity or race that received first time services this reporting period:	3
Provide the total number of new unduplicated participants who declined to state their ethnic origin, ethnicity or race that received first time services this reporting period:	
Provide the total number of new unduplicated participants with unknown ethnic origin, ethnicity or race that received first time services this reporting period:	

Single Race Breakdown

Black or African American	9
Hispanic, Latino or Spanish	7
White	15
American Indian or Native Alaskan	
Asian	2
Native Hawaiian or other Pacific Islander	
Middle Eastern or North African	
Some other ethnic origin, ethnicity or race	

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

Invoice / Quarterly Reporting Period

Due Date

****Program Starts****

November 1, 2020

1st Quarter Invoice Submission

November 9th, 2020

(November, December, January)

1st Quarter back up documentation

February 8th, 2021

1st Quarter Report submission

2nd Quarter Invoice Submission

(February, March, April)

Status Report to Council

April 2020 (specific date TBD)

2nd Quarter back up documentation

May 10th, 2021

2nd Quarter Report submission

3rd Quarter Invoice Submission

(May, June, July)

3rd Quarter back up documentation

August 9th, 2021

3rd Quarter report submission

4th Quarter Invoice Submission

(August, September, October)

4th Quarter back up documentation

November 8th, 2021

4th Quarter report submission (final)

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Community Social Services Grant Progress Reporting Template

Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
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- The invoice detailing spending must be written on your organizations letterhead.
- Please be sure to note which billing cycle your documentation is supporting, i.e. November 1, – December 31, 2020.
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

Quarterly Report Submission Guidelines

Please complete the progress report template, fully answering questions regarding program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

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**Community Social Services Grant
Progress Reporting Template**

Project Information

Grantee Name: Meals on Wheels

Project Title: Home Delivered Meals

Reporting Period: 5-21 to 7-21

Award Total: \$20,000

Submission Date: 8-11-2021Amount invoiced to date: \$3,979.75Report Prepared by: Jacob ShaferEmail / Phone: jshafer@mowmp.org

Report Narrative: *Please submit a brief narrative on the program goals and objectives for your program. Please answer the report questions and discuss your accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.*

Meals on Wheels of the Monterey Peninsula (MOWMP) continues to serve frail, elderly, and disabled residents throughout the City of Seaside. MOWMP's Home Delivered Meals program has developed over the past 49 years to meet the complex nutritional health needs of frail, elderly and disabled homebound adults who cannot shop or cook for themselves and have no adult caregiver in the home. It is currently the only program on the Monterey Peninsula to deliver 2.5 nutritious meals five days per week to homebound seniors by caring volunteers. Where once the Home Delivered Meals program acted as supplemental nutrition for homebound adults, it has now become the chief source of nutrition for a population significantly impacted by health challenges, a volatile economy, and the COVID-19 pandemic.

Goals at the outset of this program aimed to ensure that 125+ frail elderly residents of Seaside who cannot shop or cook for themselves and who have no regular adult caregiver in the home receive daily healthy nutrition, tied to federal standards for adult nutrition.

Challenges include meeting the increased demand for the Home Delivered Meals program and the ever-increasing cost of food. It takes more volunteer drivers than ever before to deliver meals across the Monterey Peninsula and the purchase of more food as donations of fresh produce and protein has slowed over the past year.

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Community Social Services Grant Progress Reporting Template

Report Questions:

1) In relation to the overall budget, are grant funds being expended as planned and on schedule? ☒ Yes ☐ No

2) If no, explain why and describe the plan to correct it.

3) In relation to the overall grant budget, are match funds being expended as planned and on schedule? ☒ Yes ☐ No

4) If no, explain why and describe the plan to correct it.

5) Are all grant-funded positions filled (includes the lead agency and any contracted agencies)? ☒ Yes ☐ No

6) If no, which grant-funded positions are unfilled, why, and what is the timeline to fill them?

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**Community Social Services Grant
Progress Reporting Template**

- 7) How did your project ensure services are provided to the target population, as specified in the original proposal?

Grant funds went towards food costs only and helped support the 63% increase in demand for our Home Delivered Meals program in the City of Seaside. As of the beginning of the year, 87% of Seaside clients served by the Home Delivered Meals program are low income. Of those clients, 95% are living at or below the Federal Poverty Level. Home delivered meals ensures that all participating Seaside residents have adequate healthy nutrition and can remain, independent, in their own homes, for as long as possible.

- 8) What quality assurance methods are in place to ensure all programs/services are delivered as intended and with fidelity to the approaches described in the original proposal?

MOWMP conducts daily wellness checks of homebound clients and acts as an early responder in the event that a homebound senior has fallen or is otherwise incapacitated. Drivers are also trained to look for signs of elder abuse, self-neglect, and failure to thrive. MOWMP's program officer contacts family members, emergency police and fire services, medical personnel, hospital services and/or Adult Protective Services as appropriate.

All 300+ active volunteers who help facilitate the operations of the program report back to MOWMP's Home Delivered Meals program manager to ensure the food is received and well being of the client is intact. This system offers another layer of protection for vulnerable seniors in the City of Seaside. Daily socialization with a trained volunteer provides frail, elderly seniors a lifeline to the outside world and connections to their community.

- 9) Describe at least one grant-funded accomplishment during this reporting period.

Seaside CDBG funds were used to cover the costs of food only. MOWMP estimates food costs to be to be approximately \$7.36 per delivery and that volunteer drivers will make 26,000 deliveries in the City of Seaside with the aforementioned increase in demand included. So, with the support from the City of Seaside, MOWMP has been able to keep up with demand on its Home Delivered Meals program and deliver the nutrition homebound seniors rely upon to stay healthy in their homes.



Community Social Services Grant Progress Reporting Template

10) Describe any significant grant-funded activities occurring in the next reporting period

(e.g. trainings, community events, etc.).

MOWMP plans to continue to make deliveries five days a week to 125+ homebound clients in the City of Seaside.

Demographic Breakdown *(Provide the TOTAL number of new unduplicated participants who received first time services funded by this grant program for this reporting period)*

Total number of participants for reporting period: 37

Age & Gender

0-10	
11-16	
16-21	
22 – 44	
45 and older	37
Female	22
Male	15
Non Binary / Third Gender	0
Prefer to Self Define	0
Prefer not to State	0

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Ethnic origin, ethnicity or Race

Provide the total number of new unduplicated participants who identify as a single ethnic origin, ethnicity or race that received first time services this reporting period:	33
Provide the total number of new unduplicated participants who identify as have multi-ethnic origin, ethnicity or race that received first time services this reporting period:	4
Provide the total number of new unduplicated participants who declined to state their ethnic origin, ethnicity or race that received first time services this reporting period:	
Provide the total number of new unduplicated participants with unknown ethnic origin, ethnicity or race that received first time services this reporting period:	

Single Race Breakdown

Black or African American	11
Hispanic, Latino or Spanish	8
White	15
American Indian or Native Alaskan	
Asian	3
Native Hawaiian or other Pacific Islander	
Middle Eastern or North African	
Some other ethnic origin, ethnicity or race	

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

Invoice / Quarterly Reporting Period

Due Date

****Program Starts****

November 1, 2020

1st Quarter Invoice Submission

November 9th, 2020

(November, December, January)

1st Quarter back up documentation

February 8th, 2021

1st Quarter Report submission

2nd Quarter Invoice Submission

(February, March, April)

Status Report to Council

April 2020 (specific date TBD)

2nd Quarter back up documentation

May 10th, 2021

2nd Quarter Report submission

3rd Quarter Invoice Submission

(May, June, July)

3rd Quarter back up documentation

August 9th, 2021

3rd Quarter report submission

4th Quarter Invoice Submission

(August, September, October)

4th Quarter back up documentation

November 8th, 2021

4th Quarter report submission (final)

**** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension****



Community Social Services Grant Progress Reporting Template

Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
- Please send an invoice with supporting documentation to acollick@ci.seaside.ca.us
- The invoice detailing spending must be written on your organizations letterhead.
- Please be sure to note which billing cycle your documentation is supporting, i.e. November 1, – December 31, 2020.
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

Quarterly Report Submission Guidelines

Please complete the progress report template, fully answering questions regarding program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Project Information

Grantee Name: Sun Street Centers

Project Title: Prevention & Intervention

Reporting Period: 11/1/2020-1/31/2021

Award Total: \$30,760

Submission Date: February 8, 2021

Amount invoiced to date: \$12,023.15

Report Prepared by: Anna Foglia, CEO

Email / Phone: afoglia@sunstreet.org;

831.753.5144, ext 1

Report Narrative: *Please submit a brief narrative on the program goals and objectives for your program. Please answer the report questions and discuss your accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.*

- SCC will provide two virtual counseling sessions per week for teens and for adults (individual and group)

We offer Adult Outpatient Group two times per week for 90 minute sessions; Adult Intensive Outpatient Groups three times per week for 180 minute sessions; Youth High School Groups two times per week for 90 minute sessions; and Middle School Group two times a week for 90 minute sessions. In our outpatient services we have been serving 13 adults and nine youth during this time.

- SCC will provide eight DUI classes per week

Sun Street Centers Seaside is currently providing 28 groups per week in person or via zoom, including one on one sessions Monday through Saturday and is also referring any clients that have additional needs to programs in the Monterey County. We here at Sun Street offer both English and Spanish classes 11 AM to 8 PM Monday through Friday and 8:30 AM to 5 PM on Saturdays. We are currently providing services for 228 clients that are conducive to recovery and ensuring education that will help keep our roads safe

- SCC will provide two to three prevention activities per week, at least one in person and at least one via Zoom.

STEPS Student youth leaders meet virtually every Tuesday (through Zoom) from 3:30pm-5:00pm and meet at our Seaside office for in-person meetings on Thursdays from 3:30pm-5:00pm. Virtually, students work on projects that can be done virtually and involve technology or social media to promote prevention education. Students also use the virtual platform to be able to learn about these topics and brainstorm what projects they would like to work on for the upcoming campaigns. In-person meetings are used to complete any hands-on work or activities that cannot be done virtually. This can include creating posters or handouts, handing out flyers, filming parts of videos for social media campaigns, campaign event efforts.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email Ashley if you need an extension**



Community Social Services Grant Progress Reporting Template

- Campaigns /Projects for November, December, January:
 - November- Great American Smokeout (Tobacco Awareness Campaign): STEPS Student Youth Leaders created short informational presentation videos for social media (Facebook, Twitter, Instagram) on the benefits of quitting smoking, what the campaign is, and how and why to participate if you are a current smoker. STEPS students also conducted a Beach Clean-Up for the community to participate in a Tobacco Litter Clean-up on the day of Great American Smokeout (Nov. 19, 2020).
 - December- Drive Sober or Get Pulled Over Campaign: STEPS Student Youth Leaders focused their Prevention education efforts on the importance of driving safe and sober during the Holiday Season. STEPS Student Youth Leaders developed radio PSAs that aired in 102.5 KDON, 92.7 KTOM, 105.1 KOCN, and 100.1 AM Power Talk Radio Stations. These PSAs were also transformed into social media posts to share on our Sun Street Centers social media accounts and further promoted by partners (Facebook, Twitter, Instagram).
 - January- No Name Calling Week (Substance Abuse and Bullying Prevention): STEPS Student Youth Leaders worked on creating anti-bullying and substance abuse correlation awareness videos and postings for social media platforms including YouTube, Facebook, Twitter, Instagram, and TikTok.
- SSC will provide salary for three Student Youth Leaders to facilitate youth prevention/intervention services.

New STEPS Student Youth Leaders were recruited in the month of Nov-Jan for potential STEPS Hires. They have participated in STEPS activities and meetings Nov-Jan. Currently, we have at least two STEPS Student Youth Leaders in the process of being hired and SSC will begin to provide for their salary in the month of February.

- SSC personal protective equipment (PPE) for on-site service provision, including masks, gloves, and cleaning supplies.

SSC has been purchasing cleaning supplies and gloves from American Supply. Masks are purchased through various sources depending on availability: Amazon, American Supply, or a link provided by the County. Purchases are made monthly, and in this way we are able to maintain a high quality of hygiene and ensure that all staff and clients are provided with masks if they don't already have them.

- SSC will provide art supplies for prevention activities

STEPS have not yet purchased any Art supplies for Prevention Activities in the months of Nov-Jan. However, they are working on a few campaigns where they are planning to purchase supplies for in the upcoming months. Already, they will be providing some tie-dye activities as well as Art activities to promote more youth engagement in February and March campaigns.

- SSC will provide equipment to allow for virtual service provision, including a laptop, projector, and audio/visual room enhancements including large monitor, wireless access equipment and cabling and network connectivity in the Seaside office.

In January 2020, SSC purchased an Audio Television (ATV) system for the Seaside office to facilitate telehealth services for Outpatient, DUI, and Prevention. The \$10,209.61 purchase from

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Media Systems Group included labor and equipment: 75-inch web camera with wireless microphone with bodypack, LG 75-inch HDMI television, Extron Energy Star Stereo Amplifier, transmitter, cable, and wiring.

NOVEMBER 2020

- Participated in PBIS (Positive Behavior Interventions and Supports) support meetings where we engaged with Seaside High School Staff and students to share about our services.
- Attended Youth Violence Prevention Task Force Meeting with the City of Seaside- Ashley Collick, Police Chief Abdul Pridgen Attended Multi-Disciplinary Team Meeting with Seaside Youth Resource Center.
- STEPS students from Seaside High School Recruitment efforts/Engagement:
 - We had 12 STEPS hybrid Meetings in the Month of November (6 virtual, 6 in-person, 1.5 hours each): 2 Seaside youth attended the meetings in the month of November.
 - Seaside High STEPS youth participated in a tobacco litter clean-up where they collected 1,000 cigarette butts on behalf of a Tobacco Prevention/Education Campaign.
- Connected with Donnie Everett, Assistant Superintendent, Multi-Tiered Systems of Support, Monterey Peninsula Unified School District to build collaboration in engaging students from the City of Seaside.

DECEMBER

- Participated in PBIS (Positive Behavior Interventions and Supports) support meetings with Seaside High School Staff and students
- Contacted local businesses to support us and our students with our Pink Shirt Day Bullying Campaign
 - Shared different ideas on providing pink drinks, kind quotes and posters
- Recruited 4 STEPS students from Seaside High School
 - Created a Drinking and Driving PSA video with students for iHeart Radio for the holidays
- Attended Youth Violence Prevention Task Force Meeting with the City of Seaside
- Attended Multi-Disciplinary Team Meeting with Seaside Youth Resource Center
- Met with MPUSD Coordinator of Student Support Services, David Diehl and Social Emotional Support Coordinator, Lorena Macias to discuss plan on improving Seaside High, Cypress Continuation School, and Central Coast High School student and parent engagement with Prevention services.

JANUARY

- Participated in PBIS (Positive Behavior Interventions and Supports) support meetings where we engaged with Seaside High School Staff and students to share about our services.
- Attended and participated Youth Violence Prevention Task Force Meeting with the City of Seaside and presented a climate report on our Prevention Services.
- Attended Multi-Disciplinary Team Meeting with Seaside Youth Resource Center.
- STEPS students from Seaside High School Recruitment efforts/Engagement:
 - Connected with MPUSD Coordinator of Student Support Services, David Diehl to outreach for STEPS Program.
 - Conducted STEPS outreach to parents and students by sharing STEPS flyers to Seaside High School student/ parent portal with the support of MPUSD staff, Andrew Aguiniga
 - One reached out through flyer that was posted on student portal. Coordinators followed up with STEPS Program and meeting information.
 - We had 5 STEPS Meetings in the Month of January (1.5 hours each): 5 Seaside youth attended the meetings in the month of January.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

- Interviewed 2 Seaside STEPS students for job opportunity to become STEPS Employee.
- Facilitated a Cannabis Decoded Presentation with community parents in Spanish and English through Zoom
- 8 parents in attendance
- Met with MPUSD Coordinator of Student Support Services, David Diehl and Social Emotional Support Coordinator, Lorena Macias to further discuss the next steps to our plan on improving Seaside High, Cypress Continuation School, and Central Coast High School student and parent engagement with Prevention services.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Report Questions:

- 1) In relation to the overall budget, are grant funds being expended as planned and on schedule? ☐ Yes ☒ No

- 2) If no, explain why and describe the plan to correct it.

STEPS Youth Leader vacancies in the Prevention program were not filled in November. The STEPS Youth must complete required internship hours before employment eligibility. The Youth are on track to complete hours and begin working in February 2021.

- 3) In relation to the overall grant budget, are match funds being expended as planned and on schedule? ☐ Yes ☒ No

- 4) If no, explain why and describe the plan to correct it.

The STEPS Youth Leader vacancies were not filled in November, but the interns are on track to start working in February 2021.

- 5) Are all grant-funded positions filled (includes the lead agency and any contracted agencies)? ☐ Yes ☒ No

- 6) If no, which grant-funded positions are unfilled, why, and what is the timeline to fill them?

Currently the candidates for the Prevention positions needed to complete their intern hours; once completed, the candidates will be hired in February 2021.

- 7) How did your project ensure services are provided to the target population, as specified in the original proposal?

Our Seaside location has remained open six days a week, even during the pandemic; thus services have been provided to any Seaside city resident requesting them.

- 8) What quality assurance methods are in place to ensure all programs/services are delivered as intended and with fidelity to the approaches described in the original proposal?

Sun Street Centers has a Quality Assurance Director who is a Licensed Marriage and Family Therapist who internally reviews programs for compliance with all grant requirements. In addition, programs' monthly demographics are evaluated

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

by a Management Information Services Director.

- 9) Describe at least one grant-funded accomplishment during this reporting period.

Our STEPS program increased the number of volunteers during the reporting period, and we were then able to expand the program to serve more students.

- 10) Describe any significant grant-funded activities occurring in the next reporting period

(e.g. trainings, community events, etc.).

We expect to the finalize the installation of the purchased audio/visual equipment and expand access to Zoom meetings – 12-Step, therapy, and counseling sessions. In addition, the students completing their internships will be hired for the STEPS program.

Demographic Breakdown *(Provide the TOTAL number of new unduplicated participants who received first time services funded by this grant program for this reporting period)*

Total number of participants for reporting period: _____

Age & Gender

0-10	0
11-16	3
16-21	34
22 – 44	42
45 and older	54
Female	32
Male	101
Non Binary / Third Gender	0
Prefer to Self Define	0
Prefer not to State	0

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

Ethnic origin, ethnicity or Race

Provide the total number of new unduplicated participants who identify as a single ethnic origin, ethnicity or race that received first time services this reporting period:	130
Provide the total number of new unduplicated participants who identify as have multi-ethnic origin, ethnicity or race that received first time services this reporting period:	0
Provide the total number of new unduplicated participants who declined to state their ethnic origin, ethnicity or race that received first time services this reporting period:	0
Provide the total number of new unduplicated participants with unknown ethnic origin, ethnicity or race that received first time services this reporting period:	3

Single Race Breakdown

Black or African American	9
Hispanic, Latino or Spanish	40
White	49
American Indian or Native Alaskan	13
Asian	7
Native Hawaiian or other Pacific Islander	12
Middle Eastern or North African	0
Some other ethnic origin, ethnicity or race	3

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

Invoice / Quarterly Reporting Period

Due Date

****Program Starts****

November 1, 2020

1st Quarter Invoice Submission

November 9th, 2020

(November, December, January)

1st Quarter back up documentation

February 8th, 2021

1st Quarter Report submission

2nd Quarter Invoice Submission

(February, March, April)

Status Report to Council

April 2020 (specific date TBD)

2nd Quarter back up documentation

May 10th, 2021

2nd Quarter Report submission

3rd Quarter Invoice Submission

(May, June, July)

3rd Quarter back up documentation

August 9th, 2021

3rd Quarter report submission

4th Quarter Invoice Submission

(August, September, October)

4th Quarter back up documentation

November 8th, 2021

4th Quarter report submission (final)

**** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension****



Community Social Services Grant Progress Reporting Template

Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
- Please send an invoice with supporting documentation to acollick@ci.seaside.ca.us
- The invoice detailing spending must be written on your organizations letterhead.
- Please be sure to note which billing cycle your documentation is supporting, i.e. November 1, – December 31, 2020.
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

Quarterly Report Submission Guidelines

Please complete the progress report template, fully answering questions regarding program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



5/10/21

Community Social Services Grant Progress Reporting Template

Project Information

Grantee Name: Sun Street Centers

Project Title: Prevention & Intervention

Reporting Period: 2/1/2021 – 4/30/2021

Award Total: \$30,760

Submission Date: May 7, 2021

Amount invoiced to date: \$22,615.04

Report Prepared by: Anna Foglia, CEO

Email / Phone: afoglia@sunstreet.org

831.753.5144, ext 1

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Report Narrative: Please submit a brief narrative on the program goals and objectives for your program. Please answer the report questions and discuss your accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

- SCC will provide two virtual counseling sessions per week for teens and for adults (individual and group).
Currently we offer Adult Outpatient Group twice a week for 90 minute sessions, plus adult intensive outpatient treatment groups three times a week for three-hour sessions. Youth high school groups are held twice a week for 90 minutes each, while our middle school group also meets twice a week for 90 minutes each. At this time ten adults and seven youth are participating.
- SCC will provide eight DUI classes per week.
Sun Street Centers Seaside is currently providing 28 groups per week in person or via zoom, including one on one sessions Monday through Saturday and is also referring any clients that have additional needs to programs in Monterey County. We here at Sun Street offer both English and Spanish classes 11am to 8pm Monday through Friday and 830am to 5 pm on Saturdays.
- SCC will provide two to three prevention activities per week, at least one in person and at least one via Zoom.

STEPS Student youth leaders currently meet virtually every Tuesday (through Zoom) from 3:00pm-5:00pm and meet at our Seaside office for in-person meetings on Wednesdays and Thursdays from 12:00pm-2:00pm. Virtually, students work on projects that can be done virtually and involve technology or social media to promote prevention education. Students also use the virtual platform to be able to learn about these topics and brainstorm what projects they would like to work on for the upcoming campaigns. In-person meetings are used to complete any hands-on work or activities that cannot be done virtually. This can include creating posters or handouts, handing out flyers, filming parts of videos for social media campaigns, and support coordinators with campaign or project event efforts for the monthly goal.

Campaigns /Projects worked on in meetings during March, February, and April:

February- Marijuana Awareness Month and Pink Shirt Day (Bullying Prevention Campaign): STEPS Student Youth Leaders created multiple flyers to disseminate at local businesses in the City of Seaside and social media. Many local businesses contributed on Pink Shirt Day and The Hem Nutrition (business) created pink inspirational drink/shared us on social media. Also, during STEPS meetings, STEPS created a Spirit Week flyer for Pink Shirt Day and discussed about upcoming campaigns. Coordinators conducted a Marijuana Focus Group county-wide, including Seaside High youth participation, on 02/23/2021.

March- Take Down Tobacco Campaign (Tobacco Awareness Campaign for youth): STEPS Student Youth Leaders reviewed Tobacco/Nicotine addiction information and participated in an art contest for Take Down Tobacco Campaign (dated on April 1st). Students also participated in a media campaign, taking pictures for 'I Am Not a Replacement', a project to have youth speak out that they will not be pulled in by Big Tobacco to be their replacement smokers. STEPS Student Youth Leaders brought awareness to this by sharing the pictures on social media platforms including Facebook, Twitter, Instagram. Blue Zones Project was a major partner/supporter in this month's Campaign/Focus and involved Sun Street Centers in their planning and outreach efforts.

March/April: Students prepared and conducted a Tobacco Litter Clean-up in honor of Take Down Tobacco Campaign (April 1, 2021) at the Monterey State Beach.

April- Alcohol Awareness Month (Alcohol Awareness Prevention): STEPS Student Youth

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Leaders worked on developing and preparing for an informative Alcohol Awareness presentation for PARTS from youth perspective. Students developed Alcohol Awareness posters. Students also began to review the information needed to update Alcohol Density Map to track the outlets there is in the city for review of any potential environmental impacts.

- SSC will provide salary for three Student Youth Leaders to facilitate youth prevention/intervention services.

Seaside High youth were recruited, interviewed, and hired in the month of Feb-April with a total of 4 Paid STEPS Student Youth Leaders. They have participated in STEPS activities and meetings Feb-April. We currently have one more student hired than initially intended.

- SSC personal protective equipment (PPE) for on-site service provision, including masks, gloves, and cleaning supplies.
- SSC will provide art supplies for prevention activities.

Sun Street Centers was able to purchase some Art supplies for Prevention Activities in the months of Feb-April. In February, they were able to purchase art supplies for the anti-bullying campaign "Pink Shirt Day" where they were able to create posters, and other crafts to bring awareness to the community. March the students participated in an Art contest for a tobacco prevention awareness campaign using some of the materials previously purchased. April Sun Street Centers purchased STEPS a couple art tools/machines with the hopes to use it to create more projects and crafts to promote their awareness campaigns. We will be purchasing more material to use for upcoming campaigns as well.

- SSC will provide equipment to allow for virtual service provision, including a laptop, projector, and audio/visual room enhancements including large monitor, wireless access equipment and cabling and network connectivity in the Seaside office.

SSC purchased and installed an additional PC; installed new audio/visual equipment; paid monthly Zoom subscription fees; and purchased miscellaneous supplies for cleaning and for site activities.

FEBRUARY 2021

- Participated in PBIS (Positive Behavior Interventions and Supports) support meetings where we engaged with Seaside High School Staff and students to share about our services. 2/17/2021
- Attended and participated Youth Violence Prevention Task Force Meeting with the City of Seaside and presented a climate report on our Prevention Services. -2/17/2021
- Attended Multi-Disciplinary Team Meeting with Seaside Youth Resource Center-2/17/2021
- Engaged Seaside community sectors in our Preventing Addiction Related Trauma Coalition Meeting. 2/14/2021 (Prep, Planning, outreach as well)
- STEPS students from Seaside High School Recruitment efforts/Engagement:
 - One reached out through flyer that was posted on student portal. Coordinators followed up with STEPS Program and meeting information. 2/11/21
 - We had 12 STEPS Hybrid Meetings in the Month of February (typically 3 meetings a week, 2 hours each): 6 Seaside youth attended the meetings in the month of February. (See Excel file attached for the attendance details.)
 - Hired 2 Seaside STEPS students for job opportunity to become paid STEPS Student Youth Leaders
 - Interviewed 2 Seaside STEPS students for job opportunity to become STEPS Employee.
- Continued engagement with Seaside High School student/ parent portal with the support of MPUSD staff, Andrew Aguiniga to continue efforts for Seaside High student and parent engagement with Prevention services. 2/19/21

MARCH 2021

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

- Participated in PBIS (Positive Behavior Interventions and Supports) support meetings where we engaged with Seaside High School Staff and students to share about our services. 3/3/2021, 3/17/2021
- Attended and participated Youth Violence Prevention Task Force Meeting with the City of Seaside and presented a climate report on our Prevention Services.
- Attended Multi-Disciplinary Team Meeting with Seaside Youth Resource Center.- 3/17/2021
 - Attended Prescribe Safe-AOD (Alcohol and Other Drugs) Communication Team in Seaside- 3/23/2021
 - Attended Child & Youth Mental Well Being Meeting, Mc Behavioral Health Commission- 3/25/2021
 - Met with Alfred Avila (Coach/Teacher from MPUSD/Seaside High) to discuss services and next steps/direction for implementation. 3/2/2021
 - STEPS students from Seaside High School Recruitment efforts/Engagement:
 - Reached out and connected with Seaside High administration staff in efforts to be able to provide Prevention Services, engaging their students and parents as well outreach for our STEPS Program.
 - We had 13 STEPS Meetings in the Month of March (typically 3 meetings a week, 2 hours each): 4 Seaside youth attended the meetings in the month of February.
 - Hired 2 more Seaside STEPS students for job opportunity to become paid STEPS Student Youth Leaders. Total of 4 Paid STEPS Student Youth Leaders.

APRIL 2021

- Participated in PBIS (Positive Behavior Interventions and Supports) support meetings where we engaged with Seaside High School Staff and students to share about our services. 4/21/2021
- Attended and participated Youth Violence Prevention Task Force Meeting with the City of Seaside and presented a climate report on our Prevention Services.- 4/21/2021
- Attended Multi-Disciplinary Team Meeting with Seaside Youth Resource Center. -4/21/2021
- Met with Paloma Rojas (Family Services Specialist from MPUSD/Seaside High) to discuss services and next steps/direction for implementation. 4/18/2021
- Met with Harrell McDowell & William Richards IV (English Teacher in Seaside High) to Schedule Presentations with Dates & Times- 4/23/2021
- STEPS students from Seaside High School Recruitment efforts/Engagement:
 - Connected with Seaside High administration staff in efforts to be able to provide Prevention Services, engaging their students and parents as well outreach for our STEPS Program.
 - We had 13 STEPS Meetings in the Month of March (typically 3 meetings a week, 2 hours each): 4 Seaside youth attended the meetings in the month of February. (See Excel file attached for the attendance details.)
 - Hired 2 more Seaside STEPS students for job opportunity to become paid STEPS Student Youth Leaders. Total of 4 Paid STEPS Student Youth Leaders.
- Provided Gateway Drug (Tobacco, Marijuana, Alcohol, Prescription Drugs information) and Drugged Driving (Cannabis Legalities, dangers of using underage, and dangers of driving under the influence information) Presentations to a total of 221 Seaside High Students. (See last section for more breakdown information)
- Provided LifeSkills Training workshops to 87 International School of Monterey (Located in Seaside).

Report Questions:

- 1) In relation to the overall budget, are grant funds being expended as planned and on schedule? ☒ Yes ☐ No

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

- 2) If no, explain why and describe the plan to correct it.
N/A

- 3) In relation to the overall grant budget, are match funds being expended as planned and on schedule? ☒ Yes ☐ No

- 4) If no, explain why and describe the plan to correct it.
N/A

- 5) Are all grant-funded positions filled (includes the lead agency and any contracted agencies)? ☒ Yes ☐ No

- 6) If no, which grant-funded positions are unfilled, why, and what is the timeline to fill them?
N/A

- 7) How did your project ensure services are provided to the target population, as specified in the original proposal?

Our Seaside location has remained open six days a week, even during the pandemic; thus services have been provided to any Seaside city resident requesting them.

- 8) What quality assurance methods are in place to ensure all programs/services are delivered as intended and with fidelity to the approaches described in the original proposal?

Sun Street Centers has a Quality Assurance Director who is a Licensed Marriage and Family Therapist who internally reviews programs for compliance with all grant requirements. In addition, programs' monthly demographics are evaluated by a Management Information Services Director.

- 9) Describe at least one grant-funded accomplishment during this reporting period.
We now have four Seaside High School students employed as STEPS Student Youth Leaders, surpassing our goal.

- 10) Describe any significant grant-funded activities occurring in the next reporting period (e.g. trainings, community events, etc.).

We are in the process of expanding youth diversion services in Seaside and will report on those activities next quarter.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Demographic Breakdown *(Provide the TOTAL number of new unduplicated participants who received first time services funded by this grant program for this reporting period)*

Total number of participants for reporting period: 562

Age & Gender

0-10	0
11-16	486
16-21	8
22 – 44	32
45 and older	46
Female	57
Male	19
Non Binary / Third Gender	0
Prefer to Self Define	0
Prefer not to State/ Unknown	486

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

Ethnic origin, ethnicity or Race

Provide the total number of new unduplicated participants who identify as a single ethnic origin, ethnicity or race that received first time services this reporting period:	76
Provide the total number of new unduplicated participants who identify as have multi-ethnic origin, ethnicity or race that received first time services this reporting period:	0
Provide the total number of new unduplicated participants who declined to state their ethnic origin, ethnicity or race that received first time services this reporting period:	0
Provide the total number of new unduplicated participants with unknown ethnic origin, ethnicity or race that received first time services this reporting period:	486

Single Race Breakdown

Black or African American	7
Hispanic, Latino or Spanish	21
White	29
American Indian or Native Alaskan	6
Asian	4
Native Hawaiian or other Pacific Islander	7
Middle Eastern or North African	0
Some other ethnic origin, ethnicity or race	2

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

Invoice / Quarterly Reporting Period

Due Date

****Program Starts****

November 1, 2020

1st Quarter Invoice Submission

November 9th, 2020

(November, December, January)

1st Quarter back up documentation

February 8th, 2021

1st Quarter Report submission

2nd Quarter Invoice Submission

(February, March, April)

Status Report to Council

April 2020 (specific date TBD)

2nd Quarter back up documentation

May 10th, 2021

2nd Quarter Report submission

3rd Quarter Invoice Submission

(May, June, July)

3rd Quarter back up documentation

August 9th, 2021

3rd Quarter report submission

4th Quarter Invoice Submission

(August, September, October)

4th Quarter back up documentation

November 8th, 2021

4th Quarter report submission (final)

**** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension****



Community Social Services Grant Progress Reporting Template

Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
- Please send an invoice with supporting documentation to acollick@ci.seaside.ca.us
- The invoice detailing spending must be written on your organizations letterhead.
- Please be sure to note which billing cycle your documentation is supporting, i.e. November 1, – December 31, 2020.
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

Quarterly Report Submission Guidelines

Please complete the progress report template, fully answering questions regarding program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



5/10/21

Community Social Services Grant Progress Reporting Template

Project Information

Grantee Name: Sun Street Centers

Project Title: Prevention & Intervention

Reporting Period: 5/1/2021 – 7/31/2021

Award Total: \$30,760

Submission Date: August 9, 2021

Amount invoiced to date: \$27,400.00

Report Prepared by: Anna Foglia, CEO

Email / Phone: afoglia@sunstreet.org

831.753.5144, ext 1

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Report Narrative: *Please submit a brief narrative on the program goals and objectives for your program. Please answer the report questions and discuss your accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.*

- SCC will provide two virtual counseling sessions per week for teens and for adults (individual and group).
Currently we offer Adult Outpatient Group twice a week for 90 minute sessions, plus adult intensive outpatient treatment groups three times a week for three-hour sessions. Youth high school groups are held twice a week for 90 minutes each, while our middle school group also meets twice a week for 90 minutes each. At this time seven adults and one youth are participating.

- SCC will provide eight DUI classes per week.
Sun Street Centers Seaside is currently providing 28 groups per week in person or via zoom, including one on one sessions Monday through Saturday and is also referring any clients that have additional needs to programs in Monterey County. We here at Sun Street offer both English and Spanish classes 11am to 8pm Monday through Friday and 830am to 5 pm on Saturdays. Total participants: April, 56; May, 34; June, 35.

- SCC will provide two to three prevention activities per week, at least one in person and at least one via Zoom.

STEPS Student youth leaders currently meet virtually every Tuesday (through Zoom) from 3:00pm-5:00pm and meet at our Seaside office for in-person meetings on Wednesdays and Thursdays from 12:00pm-2:00pm. Virtually, students work on projects that can be done virtually and involve technology or social media to promote prevention education. Students also use the virtual platform to be able to learn about these topics and brainstorm what projects they would like to work on for the upcoming campaigns. In-person meetings are used to complete any hands-on work or activities that cannot be done virtually. This can include creating posters or handouts, handing out flyers, filming parts of videos for social media campaigns, and support coordinators with campaign or project event efforts for the monthly goal.

Campaigns /Projects worked on in meetings during May, June, and July:

MAY- Mental Health Awareness Month and World No Tobacco Day: STEPS Student Youth Leaders worked on activities related to these topics. World No Tobacco Day on 05/30/2021. Students finalized reviewing the information needed to update Alcohol Density Map to track the outlets there is in the city and did some Lee Law (window signage) compliance check in some liquor licenses for review of any potential environmental impacts.

JUNE- Substance Abuse and Environmental Education: STEPS Student Youth Leaders reviewed Lee Law project findings, Gateway Drug Information, Social Host Information, and hosted beach clean-up. STEPS Student Youth Leaders brought awareness to some of these topics like Social Host Ordinance by sharing the flyers at beach cleanup.

JULY: Substance Abuse and Environmental Education: STEPS Student Youth Leaders developed Gateway Drug Information projects to be trained on the topics. STEPS Student youth leaders were also trained on delivering Gateway Drug Presentation and Life Skills trainings for middle and High school youth for co-facilitation efforts. STEPS Student Youth Leaders brought awareness to some of these topics like Social Host Ordinance by creating and sharing the flyers/virtual posters on social media platforms including Facebook, Twitter, Instagram. Students prepared and conducted a Beach Clean-up at the Monterey State Beach.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

- SSC will provide salary for three Student Youth Leaders to facilitate youth prevention/intervention services.
Seaside High youth continued their employment with STEPS (Sun Street Centers Youth Prevention Program) from May-July with a total of 4 Paid STEPS Student Youth Leaders. They have participated in STEPS activities and meetings May-July. We had one more student hired than initially intended.
- SSC personal protective equipment (PPE) for on-site service provision, including masks, gloves, and cleaning supplies.
SSC has sufficient PPE for the life of the contract. Cleaning supplies are purchased monthly.
- SSC will provide art supplies for prevention activities.
Sun Street Centers was able to purchase some Art supplies for Prevention Activities in the months of May-July. In June they purchased some art supplies for upcoming campaigns where they will be able to create posters, and other arts and crafts to bring awareness to their peers and community. Students use material to also learn through projects and share at office location.
- SSC will provide equipment to allow for virtual service provision, including a laptop, projector, and audio/visual room enhancements including large monitor, wireless access equipment and cabling and network connectivity in the Seaside office.
This was accomplished in the previous quarter.

MAY 2021

- Participated in PBIS (Positive Behavior Interventions and Supports) support meetings where we engaged with Seaside High School Staff and students to share about our services. 12 in attendance 5/5/2021. 8 in attendance 5/12/2. 13 in attendance 5/19/21. 13 in attendance 5/26/21
- Attended and participated Youth Violence Prevention Task Force Meeting with the City of Seaside and presented a climate report on our Prevention Services. -5/19/2021. 18 in attendance.
- Attended Multi-Disciplinary Team Meeting with Seaside Youth Resource Center-5/19/2021. 11 in attendance.
- MPUSD Services meeting 5/24/21 with Lorena Macias- Coordinator, Social Emotional Support.
- Staff met with Community Human Services for collaboration opportunity.
- STEPS students from Seaside High School Recruitment efforts/Engagement:
 - We had 12 STEPS Meetings in the Month of March (typically 3 meetings a week, 2 hours each or at least 6 hours a week): 4 Seaside STEPS Paid youth and 2 Seaside High volunteer youth attended the meetings in the month of June.

JUNE 2021

- Conducted a compliance check to reduce store front signage in the City of Seaside with our STEPS students. Six stores in the city of Seaside were selected at random based on the Active Off-Sale Retail License list provided by the Alcohol Beverage Control. A one-page fact sheet/flyer was also distributed to those stores that were not in compliance to inform them on California's Lee Law and highlighting key points. Total of four STEPS students participated in this campaign.
- Facilitated a meeting with council member Alexis Garcia to review Prevention Services and future collaborations with the City of Seaside. Reviewed and discussed the PARTS Coalition Handbook and Agreement.
- Attended a Multi-Disciplinary Meeting with the City of Seaside. A total of nine participants were present.
- Attended the Youth Violence Prevention Task Force Meeting with the City of Seaside. A total of 18 participants were present.
- Facilitated a Gateway Drug Training to seven parents from Community Human Services with Sandra Yanez.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



5/10/21

Community Social Services Grant Progress Reporting Template

- Facilitated a Bullying presentation to seven parents from Community Human Services with Sandra Yanez.
- Facilitated a Pop-up Life Skills Training for high school students in Seaside. Three students were in attendance.
- STEPS students from Seaside High School Recruitment efforts/Engagement:
 - Students hosted a Beach Clean-Up- 6/19/21
 - STEPS students attended City of Seaside's Juneteenth Community Event and provided local businesses with information on Social Hosting and Sun Street Centers Prevention Program.
 - We had 14 STEPS Meetings in the Month of March (typically 3 meetings a week, 2 hours each or at least 6 hours a week): 4 Seaside High Paid STEPS youth and 1 Seaside High volunteer youth attended the meetings in the month of June.
 - STEPS got trained in the following:

6/10/2021	Elementary Life Skills	3-STEPS
6/9/2021	Middle School Life Skills	3-STEPS
6/8/2021	Gateway Drug	3-STEPS
6/1/2021	Lee Law Training Virtual	3-STEPS

JULY 2021

- Attended a Multi-Disciplinary Meeting with the City of Seaside. 7/21/21 A total of 4 participants were present.
- Attended the Youth Violence Prevention Task Force Meeting with the City of Seaside. 7/21/21 A total of 8 participants were present.
- Monterey Peninsula Union School District (MPUSD) Services Meeting- Lorena Macias- Coordinator, Social Emotional Support and David Diehl, Coordinator of Student Support Services. Discussed plans also for Services for schools in Seaside this upcoming school year. 7/13/21
- Engaged Seaside community sectors in our Preventing Addiction Related Trauma Coalition Meeting hosted in July 15, 2021 (Prep, Planning).
- Facilitated Life Skills Training for middle school students in Seaside through Community Partnership for Youth (CPY). 22, 6th and 7th grade students in attendance.
- Facilitated Gateway Drug Presentation for middle school students in Seaside through Community Partnership for Youth (CPY). 22, 6th and 7th grade students in attendance. 7/19/21
- STEPS students from Seaside High School Recruitment efforts/Engagement:
 - Continued connection with Seaside High administration staff in efforts to be able to provide Prevention Services, engaging their students and parents as well outreach for our STEPS Program.
 - Hosted a STEPS Orientation Event 7/28/21 in Seaside Prevention Office, 8 youth in attendance.
 - We had 10 STEPS Meetings in the Month of July (typically 3 meetings a week, 2 hours each or at least 6 hours a week): 3 Seaside Paid STEPS youth attended the meetings in the month of July.
 - Students participated in Beach Clean-Up- 7/10/21

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Report Questions:

- 1) In relation to the overall budget, are grant funds being expended as planned and on schedule? ☒ Yes ☐ No
- 2) If no, explain why and describe the plan to correct it.
N/A
- 3) In relation to the overall grant budget, are match funds being expended as planned and on schedule? ☒ Yes ☐ No
- 4) If no, explain why and describe the plan to correct it.
N/A
- 5) Are all grant-funded positions filled (includes the lead agency and any contracted agencies)? ☒ Yes ☐ No
- 6) If no, which grant-funded positions are unfilled, why, and what is the timeline to fill them?
N/A
- 7) How did your project ensure services are provided to the target population, as specified in the original proposal?
Our Seaside location has remained open six days a week, even during the pandemic; thus services have been provided to any Seaside city resident requesting them.
- 8) What quality assurance methods are in place to ensure all programs/services are delivered as intended and with fidelity to the approaches described in the original proposal?
Sun Street Centers has a Quality Assurance Director who is a Licensed Marriage and Family Therapist who internally reviews programs for compliance with all grant requirements. In addition, programs' monthly demographics are evaluated by a Management Information Services Director.
- 9) Describe at least one grant-funded accomplishment during this reporting period.
We have four Seaside High School students employed as STEPS Student Youth Leaders, surpassing our goal.
- 10) Describe any significant grant-funded activities occurring in the next reporting period (e.g. trainings, community events, etc.).
In support of our Youth Diversion Services expansion, during this quarter staff recruited and hired a new Case Management Specialist to administer Youth Diversion Services. Staff also met with representatives of the City of Seaside, the Seaside Police Department, and staff from the Monterey Peninsula Unified School district to advise them of the expansion of services. In the last week of July, staff participated in a ride-along with police to identify potential youth "trouble spots." To date we have served one Seaside youth in Diversion.

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5/10/21

**Community Social Services Grant
Progress Reporting Template**

Demographic Breakdown *(Provide the TOTAL number of new unduplicated participants who received first time services funded by this grant program for this reporting period)*

Total number of participants for reporting period: 178

Age & Gender

0-17	44
18-24	33
25-45	0
45-64	0
65+	0
Unknown/unreported	101
Female	26
Male	18
Non Binary / Third Gender	0
Prefer to Self Define	0
Prefer not to State/Unreported	134

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**Community Social Services Grant
Progress Reporting Template**

Ethnic origin, ethnicity or Race

Provide the total number of new unduplicated participants who identify as a single ethnic origin, ethnicity or race that received first time services this reporting period:	44
Provide the total number of new unduplicated participants who identify as have multi-ethnic origin, ethnicity or race that received first time services this reporting period:	N/A
Provide the total number of new unduplicated participants who declined to state their ethnic origin, ethnicity or race that received first time services this reporting period:	N/A
Provide the total number of new unduplicated participants with unknown ethnic origin, ethnicity or race that received first time services this reporting period:	5

Single Race Breakdown

Black or African American	
Hispanic, Latino or Spanish	36
White	
American Indian or Native Alaskan	
Asian	
Native Hawaiian or other Pacific Islander	
Middle Eastern or North African	
Some other ethnic origin, ethnicity or race	
Unreported	134

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

Invoice / Quarterly Reporting Period

Due Date

****Program Starts****

November 1, 2020

1st Quarter Invoice Submission

November 9th, 2020

(November, December, January)

1st Quarter back up documentation

February 8th, 2021

1st Quarter Report submission

2nd Quarter Invoice Submission

(February, March, April)

Status Report to Council

April 2020 (specific date TBD)

2nd Quarter back up documentation

May 10th, 2021

2nd Quarter Report submission

3rd Quarter Invoice Submission

(May, June, July)

3rd Quarter back up documentation

August 9th, 2021

3rd Quarter report submission

4th Quarter Invoice Submission

(August, September, October)

4th Quarter back up documentation

November 8th, 2021

4th Quarter report submission (final)

**** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension****



Community Social Services Grant Progress Reporting Template

Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
- Please send an invoice with supporting documentation to acollick@ci.seaside.ca.us
- The invoice detailing spending must be written on your organizations letterhead.
- Please be sure to note which billing cycle your documentation is supporting, i.e. November 1, – December 31, 2020.
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

Quarterly Report Submission Guidelines

Please complete the progress report template, fully answering questions regarding program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



5/10/21

Community Social Services Grant Progress Reporting Template

Project Information

Grantee Name: Sun Street Centers

Project Title: Prevention & Intervention

Reporting Period: 8/1/21 – 10/31/21

Award Total: \$30,760

Submission Date: November 8, 2021

Amount invoiced to date: \$30,760

Report Prepared by: Anna Foglia, CEO

Email / Phone: afoglia@sunstreet.org;

831.753.5144, ext 1

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Report Narrative: *Please submit a brief narrative on the program goals and objectives for your program. Please answer the report questions and discuss your accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.*

- SCC will provide two virtual counseling sessions per week for teens and for adults (individual and group).
Currently we offer Adult Outpatient Group twice a week for 90 minute sessions. Adult Intensive Outpatient Groups are held three times a week for 180 minute sessions. Youth High School Groups meet twice a week for 90 minute sessions, and Middle School Group meets twice a week for 90 minute sessions. Numbers for this quarter:
 - August: 2 adults, 0 youth.
 - September: 2 adults, 1 youth.
 - October: 6 Adults, 2 Youth.
- SCC will provide eight DUI classes per week.
Sun Street Centers Seaside is currently providing 26 groups per week in person or via zoom, including one on one sessions Monday through Saturday and is also referring any clients that have additional needs to programs in the Monterey County. We here at Sun Street offer both English and Spanish classes 11am to 8pm Monday through Friday and 830am to 5 pm on Saturdays. Sun Street Centers provided such services to 103 clients in the months of August, September, and October.
- SCC will provide two to three prevention activities per week, at least one in person and at least one via Zoom.
STEPS Student youth leaders currently meet virtually every Tuesday (through Zoom) from 3:00pm-5:00pm and meet at our Seaside office for in-person meetings on Wednesdays and Thursdays from 2:00pm-4:00pm. Virtually, students work on projects that can be done virtually and involve technology or social media to promote prevention education. Students also use the virtual platform to be able to learn about these topics and brainstorm what projects they would like to work on for the upcoming campaigns. In-person meetings are used to complete any hands-on work or activities that cannot be done virtually. This can include creating posters or handouts, handing out flyers, filming parts of videos for social media campaigns, and support coordinators with campaign or project event efforts for the monthly goal.
Seaside STEPS Total August-October: 4 youth, 3 Seaside High STEPS Paid, 1 Seaside High Student Volunteers.
Campaigns /Projects worked on in meetings during August-October:
AUGUST- Overdose Awareness and Education (International Overdose Awareness Day: August 31st): STEPS Student Youth Leaders worked on activities related to this topic. Students worked on posters, shirts, masks, stickers and created a TikTok video to provide basic information on what an overdose is and to prevent and reduce drug-related harm. After working on different activities, the students held an informational booth at the Monterey Farmers market for International Overdose Awareness Day.
SEPTEMBER- National Recovery Month: STEPS Student Youth Leaders reviewed what the campaign is about and the importance to celebrate and bring awareness on recovery. Students created flyers, resource sheet, and card to be able to share to the community.
OCTOBER: National Medicine Abuse Awareness Month, Prescription Drug Take Back, and Red Ribbon Week: STEPS Student Youth Leaders learned new information on Medicine Abuse, safe Prescription Drug disposal, and a little of general information being drug free/Red Ribbon Week Campaign. Students participated in an underage Prescription

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Community Social Services Grant Progress Reporting Template

Drug use and misuse focus group and a door decorating drug free message contest. STEPS Student Youth Leaders brought awareness to some of these topics by creating and sharing on social media platforms including Facebook, Twitter, Instagram.

- SSC will provide salary for three Student Youth Leaders to facilitate youth prevention/intervention services.
Seaside High youth continued their employment with STEPS from August-October with a total of three paid STEPS Student Youth Leaders. They have participated in STEPS activities and meetings August-October.
- SSC personal protective equipment (PPE) for on-site service provision, including masks, gloves, and cleaning supplies.
SSC has sufficient PPE for the life of the contract. Cleaning supplies are purchased monthly.
- SSC will provide art supplies for prevention activities.
Sun Street Centers was able to purchase some Art supplies for Prevention Activities in the months of August-October within our leftover balance of previously purchased supplies that were also continued to be used through these months. August-October they purchased some art supplies for upcoming campaigns where they will be able to create posters, and other arts and crafts such as door decorating to bring awareness to their peers and community. Students also use these materials to learn through projects and share at our office location.
- SSC will provide equipment to allow for virtual service provision, including a laptop, projector, and audio/visual room enhancements including large monitor, wireless access equipment and cabling and network connectivity in the Seaside office.
This was accomplished in the second quarter.

AUGUST 2021

- Participated in National Night Out event in the city of Seaside with a resource booth of information of our services and substances.
- Attended Pink Shirt Day Planning Committee (Bullying Prevention Campaign planning) on 8/4/21 and 8/25/21. 7 in attendance in first meeting and 8 in second.
- Participated in our Preventing Alcohol Related Trauma and Substance Abuse (PARTS) Coalition Meeting to engage Seaside community sectors. Meeting hosted 8/19/21. Also attended Planning meeting for this 8/4/21.
- Attended Multi-Disciplinary Team Meeting with Seaside Youth Resource Center-8/18/2021. 13 in attendance.
- Participated in our STEPS planning meeting to plan for STEPS activities and projects including for Seaside High youth. 8/20/21 4 in attendance.
- Participated in PBIS (Positive Behavior Interventions and Supports) support meetings where we engaged with Seaside High School Staff and students to share about our services. 7 in attendance 8/25/2021.
- Staff met with DLAMP for continued collaboration of prevention services to provide. 8/12/21 and 3 people in attendance.
- STEPS students from Seaside High School Recruitment efforts/Engagement:
 - We had 11 STEPS Meetings in the Month of August (typically 3 meetings a week, 2 hours each or at least 6 hours a week): 3 Seaside STEPS Paid youth and 1 Seaside High volunteer youth attended the meetings.

SEPTEMBER 2021

- Participated in our Preventing Alcohol Related Trauma and Substance Abuse (PARTS) Coalition Meeting to engage Seaside community sectors. Meeting hosted 9/16/21 Attended Planning meeting for this 9/1/21 with staff.
- Met with MPUSD to discuss services including for schools in Seaside 9/3/21. 7 attendees.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

- Participated in PBIS (Positive Behavior Interventions and Supports) support meetings where we engaged with Seaside High School Staff and students to share about our services. 12 in attendance 9/8/2021.
- Attended the Youth Violence Prevention Task Force Meeting with the City of Seaside. 9/15/21 with a total of 17 participants present.
- Attended Pink Shirt Day Planning Committee (Bullying Prevention Campaign planning) on 9/15/21. 10 in attendance.
- Participated in our STEPS planning meeting to plan for STEPS activities and projects including for Seaside High youth. 9/17/21 7 in attendance.
- Meeting to discuss services to with Boys & Girls club in Seaside with Shari Rasmussen. 9/23/21
- Facilitated a Substance Abuse and Bullying Presentation to 6 parents from Community Human Services in Seaside.
- STEPS students from Seaside High School Recruitment efforts/Engagement:
 - We had 12 STEPS Meetings in the Month of September (typically 3 meetings a week, 2 hours each or at least 6 hours a week): 3 Seaside High Paid STEPS youth attended the meetings in the month of September.

OCTOBER 2021

- Met with MPUSD to discuss services including for schools in Seaside 10/1/21. 8 attendees.
- Attended Pink Shirt Day Planning Committee (Bullying Prevention Campaign planning) on 10/6/21 and 10/27/21 with 5 attendees.
- Participated in our Preventing Alcohol Related Trauma and Substance Abuse (PARTS) Coalition Meeting to engage Seaside community sectors. Meeting hosted 10/21/21 with 20 in attendance. Attended Planning meeting for this 9/6/21 with staff.
- Participated in PBIS (Positive Behavior Interventions and Supports) support meetings where we engaged with Seaside High School Staff and students to share about our services. 14 in attendance 10/27/2021.
- Attended Multi-Disciplinary Team Meeting with Seaside Youth Resource Center-10/20/2021. 12 in attendance.
- Attended the Youth Violence Prevention Task Force Meeting with the City of Seaside. 10/20/21 A total of 20 participants were present.
- Attended the Blue Zones Tobacco Committee Meeting virtually in Seaside. 10/20/21 A total of 5 participants were present.
- Presented services to the MPUSD Board of Education. 10/27/21, 36 in attendance.
- Participated in Community Vision Feedback for Seaside East Charrette with a resource booth of information of our services and substances. 10/27/21, about 50 people in attendance.
- Facilitated Life Skills Training for 7th grade middle school students at the Dual Language Academy of the Monterey Peninsula (DLAMP), school in seaside. 10/28/31, 25 in attendance.
- Facilitated Gateway Drug Presentation for 5th, 6th, 7th, 8th grade students at DLAMP. 10/27/31, 139 in attendance.
- STEPS students from Seaside High School Recruitment efforts/Engagement:
 - We had 11 STEPS Meetings in the Month of October (typically 3 meetings a week, 2 hours each or at least 6 hours a week): 3 Seaside Paid STEPS youth attended the meetings in the month of October.

Report Questions:

- 1) In relation to the overall budget, are grant funds being expended as planned and on

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**Community Social Services Grant
Progress Reporting Template**

schedule? ☒ Yes ☐ No

2) If no, explain why and describe the plan to correct it.
N/A

3) In relation to the overall grant budget, are match funds being expended as planned and on schedule? ☒ Yes ☐ No

4) If no, explain why and describe the plan to correct it.
N/A

5) Are all grant-funded positions filled (includes the lead agency and any contracted agencies)? ☒ Yes ☐ No

6) If no, which grant-funded positions are unfilled, why, and what is the timeline to fill them?
N/A

7) How did your project ensure services are provided to the target population, as specified in the original proposal?

Our Seaside location has remained open six days a week, even during the pandemic; thus services have been provided to any Seaside city resident requesting them.

8) What quality assurance methods are in place to ensure all programs/services are delivered as intended and with fidelity to the approaches described in the original proposal?

Sun Street Centers has a Quality Assurance Director who is a Licensed Marriage and Family Therapist who internally reviews programs for compliance with all grant requirements. In addition, programs' monthly demographics are evaluated by a Management Information Services Director.

9) Describe at least one grant-funded accomplishment during this reporting period.

In August, STEPS staff and students participated in "Oaxaca by the Sea," a cultural event in Seaside, with a resource booth of information about substances, their use/abuse, and our services. Around 2,500 people in attended, and our paid STEPS Student Youth Leaders were an enhancement to the booth.

10) Describe any significant grant-funded activities occurring in the next reporting period

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5/10/21

Community Social Services Grant Progress Reporting Template

(e.g., trainings, community events, etc.).

We are in the process of expanding youth diversion services in Seaside and will report on those activities next quarter.

Demographic Breakdown *(Provide the TOTAL number of new unduplicated participants who received first time services funded by this grant program for this reporting period)*

Total number of participants for reporting period: 657

Age & Gender

0-10	
11-16	350
16-21	302
22 – 44	
45 and older	
Female	310
Male	314
Non Binary / Third Gender	
Prefer to Self Define	
Prefer not to State/Unknown	33

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



**Community Social Services Grant
Progress Reporting Template**

Ethnic origin, ethnicity or Race

Provide the total number of new unduplicated participants who identify as a single ethnic origin, ethnicity or race that received first time services this reporting period:	101
Provide the total number of new unduplicated participants who identify as have multi-ethnic origin, ethnicity or race that received first time services this reporting period:	146
Provide the total number of new unduplicated participants who declined to state their ethnic origin, ethnicity or race that received first time services this reporting period:	410
Provide the total number of new unduplicated participants with unknown ethnic origin, ethnicity or race that received first time services this reporting period:	1

Single Race Breakdown

Black or African American	2
Hispanic, Latino or Spanish	1
White	0
American Indian or Native Alaskan	0
Asian	2
Native Hawaiian or other Pacific Islander	2
Middle Eastern or North African	0
Some other ethnic origin, ethnicity or race	94

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**



Community Social Services Grant Progress Reporting Template

Invoice / Quarterly Reporting Period

Due Date

****Program Starts****

November 1, 2020

1st Quarter Invoice Submission

November 9th, 2020

(November, December, January)

1st Quarter back up documentation

February 8th, 2021

1st Quarter Report submission

2nd Quarter Invoice Submission

(February, March, April)

Status Report to Council

April 2020 (specific date TBD)

2nd Quarter back up documentation

May 10th, 2021

2nd Quarter Report submission

3rd Quarter Invoice Submission

(May, June, July)

3rd Quarter back up documentation

August 9th, 2021

3rd Quarter report submission

4th Quarter Invoice Submission

(August, September, October)

4th Quarter back up documentation

November 8th, 2021

4th Quarter report submission (final)

**** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension****



Community Social Services Grant Progress Reporting Template

Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
- Please send an invoice with supporting documentation to acollick@ci.seaside.ca.us
- The invoice detailing spending must be written on your organizations letterhead.
- Please be sure to note which billing cycle your documentation is supporting, i.e. November 1, – December 31, 2020.
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

Quarterly Report Submission Guidelines

Please complete the progress report template, fully answering questions regarding program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 6, email [Ashley](#) if you need an extension**

SEASIDE AQUATICS CLUB

Community Social Services Grant (CSS)

Financial Report for Seaside Aquatic Club, Inc.

Swim Scholarship Program

June 1, 2021 to November 30, 2021

Scholarship Funding:	\$2,420.00	\$2,700.00
City of Seaside Swimmers:	12	
Grant Scholarship Fund Per Swimmer:	\$201.66	\$2,420.00
In-Kind Donation:	\$ 23.33	\$280.00
Total Per Swimmer Expenditure:	\$225.00	\$2,700.00
Scholarship Funding Used:	\$2,700.00	\$0.00

All funds received are used to pay for costs associated with swim team expenditures. Seaside swimmers are allocated a credit to pay for swim team fees.



1/26/21

**Community Social Services Grant
Progress Reporting Template**

Demographic Breakdown (Provide the TOTAL number of new unduplicated participants who received first time services funded by this grant program for this reporting period)

Total number of participants for reporting period: 12

Age & Gender

0-10	0
11-16	9
16-21	3
22 - 44	0
45 and older	0
	0
Female	8
Male	4
Non Binary / Third Gender	0
Prefer to Self Define	0
Prefer not to State	0

Ethnic origin, ethnicity or Race

Provide the total number of new unduplicated participants who identify as a single ethnic origin, ethnicity or race that received first time services this reporting period:	7
Provide the total number of new unduplicated participants who identify as have multi-ethnic origin, ethnicity or race that received first time services this reporting period:	
Provide the total number of new unduplicated participants who declined to state their ethnic origin, ethnicity or race that received first time services this reporting period:	
Provide the total number of new unduplicated participants with unknown ethnic origin, ethnicity or race that received first time services this reporting period:	5

Single Race Breakdown

Black or African American	3
Hispanic, Latino or Spanish	2
White	4
American Indian or Native Alaskan	0
Asian	3
Native Hawaiian or other Pacific Islander	0
Middle Eastern or North African	0
Some other ethnic origin, ethnicity or race	0

**** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 4, email Ashley if you need an extension****



1/26/21

**Community Social Services Grant
Progress Reporting Template**

- 4) If no, explain why and describe the plan to correct it.

- 5) Are all grant-funded positions filled (includes the lead agency and any contracted agencies)? ☐ Yes ☐ No

- 6) If no, which grant-funded positions are unfilled, why, and what is the timeline to fill them?

N/A

- 7) How did your project ensure services are provided to the target population, as specified in the original proposal?

In order to fulfill the target requirements of the grant we looked internally to existing programs.

- 8) What quality assurance methods are in place to ensure all programs/services are delivered as intended and with fidelity to the approaches described in the original proposal?

All subsidized participants receive the same level of service as non-subsidized team members.

- 9) Describe at least one grant-funded accomplishment during this reporting period.

We were able to provide subsidy and services to 12 Seaside youth.

- 10) Describe any significant grant-funded activities occurring in the next reporting period (e.g. trainings, community events, etc.).

Our grant funds will be expended by the end of September 2021.

**** Please turn in your supporting invoices & Quarterly Reporting by the dates listed on page 4, email Ashley if you need an extension****

Report Narrative: Cont'd.

For several reasons including long term closure due to major maintenance repairs, Seaside High School has not re-opened the pool since Covid started in 2020, and it is unclear when they plan to open it. In spite of these obstacles we were able to successfully subsidize 12 Seaside Youth to be able to participate on the Seaside Aquatics Club Swim Team.

**Community Social Services Grant
Progress Reporting Template****Project Information**

Grantee Name: Seaside Aquatics Club

Project Title: Dolphins Swim Program

Reporting Period: 4/21 - 12/30/21

Award Total: \$2,420.00

Submission Date: January 6, 2022Amount invoiced to date: \$2420.⁰⁰Report Prepared by: Ken FittroEmail / Phone: backstrider@aol.comKenneth Fittro

Report Narrative: Please submit a brief narrative on the program goals and objectives for your program. Please answer the report questions and discuss your accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

The program goal was to provide low cost swimming services, lessons and equipment for swimmers living in Seaside. Due to restrictions placed on the program because of Covid and the loss of the Seaside High School pool use completion of our original goals was difficult. The majority of our low income swimmers came from the Seaside High Swim Team and they were allowed to transfer to the Seaside Aquatics Club at little or no cost. Once the pool opens up that practice will continue. As of this writing, the pool is still not open and most likely will be closed this swim season in Spring 2022. We will continue to subsidize SHS swimmers going forward.

Report Questions:

- 1) In relation to the overall budget, are grant funds being expended as planned and on schedule? ☒ Yes ☐ No

- 2) If no, explain why and describe the plan to correct it.

- 3) In relation to the overall grant budget, are match funds being expended as planned and on schedule? ☒ Yes ☐ No

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**Community Social Services Grant
Progress Reporting Template**

- 4) If no, explain why and describe the plan to correct it.

- 5) Are all grant-funded positions filled (includes the lead agency and any contracted agencies)? ☐ Yes ☐ No

- 6) If no, which grant-funded positions are unfilled, why, and what is the timeline to fill them?

N/A

- 7) How did your project ensure services are provided to the target population, as specified in the original proposal?

In order to fulfill the target requirements of the grant we looked internally to existing programs

- 8) What quality assurance methods are in place to ensure all programs/services are delivered as intended and with fidelity to the approaches described in the original proposal?

We ensure that all participants receive the same level of service as those not subsidized,

- 9) Describe at least one grant-funded accomplishment during this reporting period.

We will continue to provide subsidy and support to 12 Seaside youth and will continue to support swimmers at Seaside High School going forward,

- 10) Describe any significant grant-funded activities occurring in the next reporting period (e.g. trainings, community events, etc.).

The grant funding period is completed, we will continue to support those Seaside residents (SHS students) wishing to participate in Seaside Aquatics



Community Social Services Grant
Progress Reporting Template

Project Information

Grantee Name: Seaside Aquatics Club

Project Title: Dolphins Swim Program

Reporting Period: 4/21 - 12/30/21

Award Total: \$2,420.00

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Community Social Services Grant
Progress Reporting Template

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- 8) What quality assurance methods are in place to ensure all programs/services are delivered as intended and with fidelity to the approaches described in the original proposal?

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- 9) Describe at least one grant-funded accomplishment during this reporting period.

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- 10) Describe any significant grant-funded activities occurring in the next reporting period (e.g. trainings, community events, etc.).

The grant funding period is completed. We will continue to support those Seaside residents (SHS students) wishing to participate in Seaside Aquatics

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Community Social Services Grant Progress Reporting Template

Demographic Breakdown (Provide the **TOTAL** number of new unduplicated participants who received first time services funded by this grant program for this reporting period)

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Provide the total number of new unduplicated participants who declined to state their ethnic origin, ethnicity or race that received first time services this reporting period:	
Provide the total number of new unduplicated participants with unknown ethnic origin, ethnicity or race that received first time services this reporting period:	5

Single Race Breakdown

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Asian	3
Native Hawaiian or other Pacific Islander	0
Middle Eastern or North African	0
Some other ethnic origin, ethnicity or race	0

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**Community Social Services Grant
Progress Reporting Template**

Invoice / Quarterly Reporting Period

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(November, December, January)

1st Quarter back up documentation

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1st Quarter Report submission

2nd Quarter Invoice Submission

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(May, June, July)

3rd Quarter back up documentation

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4th Quarter Invoice Submission

(August, September, October)

4th Quarter back up documentation

November 8th, 2021

4th Quarter report submission (final)

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SEASIDE AQUATICS CLUB

P.O. BOX 950

SEASIDE, CA 93955

Community Social Services Grant (CSS)

Financial Report for Seaside Aquatic Club, Inc.

Swim Scholarship Program

End of Year Report

Scholarship Funding:	\$2,420.00
City of Seaside Swimmers:	12
Grant Scholarship Fund Per Swimmer:	\$201.66
In-Kind Donation:	\$242.00 +
Total Per Swimmer Expenditure:	\$225.00
Scholarship Funding Used:	\$2,420.00

Funds received are used to pay for costs associated with swim team expenditures.
Seaside swimmers are allocated a credit to pay for swim team fees.



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: February 17, 2022

**SUBJECT: REVIEW, DISCUSS, AND PROVIDE DIRECTION ON A
COMMUNITY WORKFORCE AGREEMENT**

RECOMMENDATION

Review the draft Community Workforce Agreement and provide directions.

BACKGROUND

Background

On September 17, 2020, the City Council considered a "Community Workforce Agreement" (CWA) that was submitted by Monterey/Santa Cruz Building and Construction Trades Council for staff review and to initiate a discussion about the City executing the agreement, or something similar. Agreements similar to the CWA have been adopted by other cities in California and other states to secure the public interests of workforce development, livable wages, and efficient project delivery in public construction. There are no CWA's in Monterey County, however the City of Watsonville has had one since 2014. Public agencies sometimes enter into similar, project-specific, agreements generally known as Project Labor Agreements (PLA) to avoid labor-strife work stoppages that can add time and cost to critical public projects.

City Manager Malin led a discussion of the draft document and suggested that if the Council were to direct staff to discuss revisions to the draft document with the Monterey/Santa Cruz Building and Construction Trades Council the following items should be discussed:

1. Seaside Hiring - To ensure a percentage of hours worked by Seaside residents was articulated.

2. Base Project Cost – a base amount of any CWA was recommended to be in the high six figure, low seven figure range.
3. Scope of Agreement Applicability – City Manager Malin was concerned about the applicability of presumably off-site work, including off-site fabrication and transportation.
4. Initial Term –Staff recommended a one-year pilot program recommended, with no more than a three-year initial term under any scenario.

CWA Negotiations

Since August of 2021, the City's Acting City Manager and City Attorney have met with the unions to discuss entering into an agreement that meets the needs of both parties. In these meetings, a number of items have been discussed and agreed to including:

1. Insuring the potential agreement included language regarding employing Seaside residents on work performed under the CWA. The draft agreement includes, to the extent available, 25% of the hours worked on CWA projects will be performed by residents from the local area and with priority to Seaside residents, then residents of Monterey County, San Benito County, and Santa Cruz County.

For accountability, the draft agreement includes a requirement that the contractors make progress reports to the City on the demographics and number of hours worked by residents of the City and local area.

2. Establishing a pre-apprenticeship program to provide local area residents the opportunity for training to enable them to gain employment/training within the signatory unions is a priority for the City and the unions. A pre-apprenticeship program called Tri-Counties Apprenticeship Preparation for the California Central Coast currently operates and the draft agreement states that the unions will make utmost efforts to conduct outreach to City residents and facilitate entry of City residents into the pre-apprenticeship program. The agreement also requires that 20% of the hours worked shall be by apprentice workers.

3. Covered work: The parties discussed in detail the covered work and the unions clarified how the various activities are performed by the local unions.

4. Arbitrators. The draft agreement provides for both Expedited Arbitration and Grievance Arbitration. The parties agreed to the City's request for changes to the arbitrator lists so that they include local arbitrators (Richard Silver and William Monning).

5. Term. The draft agreement would be for a three year trial basis. Prior to the

expiration of the Agreement, the parties shall meet and confer regarding whether the amendment should be modified or terminated. Absent modification or termination, the agreement will roll over for an additional five (5) years.

Item for Council Consideration and Discussion

As noted above, at the September 2020, Study Session, City Manager Malin recommended the value of covered work be set in the "high six figure, low seven figure range." Staff agreed that value would be an appropriate starting point for a trial agreement, particularly considering the large number of projects underway and upcoming. One of the upcoming projects in the next couple of years, will be construction of Fire Station 2 which will be in the neighborhood of \$16 million.

The unions have requested the value of covered work be \$500,000. They are requesting this value after revisiting the City's Capital Improvement Project list and trying to determine a number that would allow them to capture projects that would involve more than just the crafts that are heavy in infrastructure. Their concern is that going higher than \$500,000 will mean that projects like parks, building improvements, etc. that involve trades like plumbers, carpenters, sheet metal workers, electricians, etc. will not be covered by the CWA.

The City's negotiators respect the union's concerns and believe the large projects in the queue and on the horizon will give the City and the union the opportunity to determine the effectiveness of the CWA at a minimal threshold of \$750,000. The City's negotiators also requested an "escape hatch" in the event there are no bids received.

In the absence of such a provision, the City will be required to re-issue RFPs until an a bidder is willing to sign the CWA. This provision was not included with the unions committing to helping the City market projects for qualified bids. This could cause delays to City projects and limit the pool of Monterey County contractors wishing to submit bids.

FISCAL IMPACT

City Manager Malin in his briefing in September of 2020, stated that this agreement could add substantial costs (in the range of 5% to 20%, or more) to projects the City undertakes. It was also recommended that one additional staff person would need to be added to manage the additional administrative costs associated with this agreement.

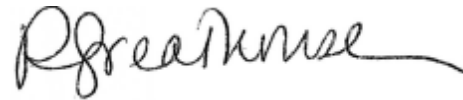
Providing meaningful, local, ongoing work for union employees provides many positive fiscal benefits. Having Seaside residents employed on Seaside projects means that those residents don't have to leave the area to work – which is better for the environment; and it means they will spend their discretionary money locally. In addition, a local training program that invests in training Seaside residents in the trades and then provides on the job training within the City is a necessity in order to provide

an ongoing set of skills for our community.

ATTACHMENTS

1. Draft Community Workforce Agreement
-

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

COMMUNITY WORKFORCE AGREEMENT FOR THE CITY OF SEASIDE

INTRODUCTION/FINDINGS

This Community Workforce Agreement is entered into this ____ day of _____, 20____, by and between the City of Seaside (hereinafter the “City”), together with its contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the “**Agreement to be Bound**” (**Addendum A**) (hereinafter the “Contractor(s)/Employer(s)”), and the Monterey/Santa Cruz Counties Building and Construction Trades Council (hereinafter the “Council”) and its affiliated local Unions that have executed this Agreement (referred to collectively herein as the “Union(s)”).

The purpose of this Agreement is to promote the efficiency of construction operations through the use of skilled labor resulting in quality construction outcomes, to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project(s) covered by this Agreement, to provide employment opportunities for local residents, and to provide training programs for local residents in order to prepare them to work in the trades.

WHEREAS, the timely and successful completion of the Project is of the utmost importance to meet the needs of the City and avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of construction work on the Project and will be represented by the Unions who are signatory to this Agreement and employed by the Contractors and subcontractors who are also signatory to this Agreement; and

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, it is recognized that on a Project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption may be substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the City, the Unions, and the Contractors/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractors/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project and to encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist; and

WHEREAS, the parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if Union and non-union workers of different

employers were to work side by side on the Project, potentially leading to labor disputes that could delay completion of the Project; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractors/Employers and the Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event the provisions of this Agreement shall prevail; and

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and recognizes the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable career pathways in the construction industry; and

WHEREAS, the contract(s) for construction work on the Project will be awarded in accordance with the applicable provisions of the California State Public Contract Code and all state, local and federal laws; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work toward the mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I **DEFINITIONS**

1.1 “Agreement” means this Community Workforce Agreement.

1.2 “Agreement to be Bound” means the agreement (attached hereto as Addendum A) that shall be executed by each and every Contractor/Employer as a condition of working on the Project.

1.3 “City” means the City of Seaside, California and its governing board, officers, agents and employees, including managerial personnel.

1.4 “Completion” means that point at which there is Final Acceptance by the City of a Construction Contract and the City has filed a Notice of Completion. For purposes of this definition, "Final Acceptance" means that point in time at which the City has determined upon final inspection that the work has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the City has executed a written acceptance of the work.

1.5 “Construction Contract” means the public works or improvement contract(s) (including design-bid, design-build, lease-leaseback or other contracts under which construction of the Project is done) awarded by the City that are necessary to complete the Project.

1.6 "Contractor(s)/Employer(s)" or "Contractor(s)" or "Employer(s)" means any

individual, firm, partnership or corporation (including the prime contractor, general contractor, construction manager, project manager, design-build entity, lease-leaseback entity or equivalent entity), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and enters into a contract with the City with respect to the construction of any part of the Project, and all contractors and subcontractors of any tier.

1.7 “Council” means the Monterey/Santa Cruz Counties Building and Construction Trades Council.

1.8 “Local Area” means Monterey County, Santa Cruz County, and San Benito County.

1.9 “Master Agreement” or “Schedule A” means the master collective bargaining agreements of each craft Union signatory hereto, as they may be amended from time to time. Copies of current Master Agreements shall be provided by the Council to the requesting party promptly upon request.

1.10 “Project” means all City projects where either the engineer’s estimate of the total cost of the project, or the actual cumulative bid amount(s) submitted by the Contractor(s) awarded the Construction Contract(s) for the Project, exceeds one million four hundred fifty thousand dollars (\$500,000) (\$47950,000) (\$1,000,000) and includes five (5) or more trades. All Construction Contracts required to complete an integrated Project shall be considered in determining whether this threshold is met. The City and the Council may mutually agree in writing to add additional projects or components to be covered by this Agreement. The term “Project” applies to each and all projects as defined in this section, whether used in the singular or plural herein.

1.11 “Project Manager” means the person(s) or entity(ies) designated by the City to oversee all phases of construction on the Project and the implementation of this Agreement.

1.12 “Union” or “Unions” means the Monterey/Santa Cruz Counties Building and Construction Trades Council and its affiliated Unions signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE II **SCOPE OF AGREEMENT**

2.1 Parties: This Agreement applies to and is limited to all Contractors/Employers performing work under a Construction Contract on the Project (including subcontractors at any tier), and their successors and assigns, the City, the Council, and its affiliated Unions signatory to this Agreement.

2.2 Applicability: This Agreement governs all Construction Contracts awarded on the Project. For purposes of this Agreement, Construction Contracts shall be considered Completed as set forth in Section 1.4, except when the City directs a Contractor to engage in repairs, warranty work, modifications, or punch list work under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.

The City shall not divide Construction Contracts to intentionally evade the monetary threshold in Section 1.10, however, the City may do so for bona fide economic or operational reasons.

2.3 Covered Work: This Agreement covers, without limitation, all site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and that is part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, soils and materials testing and inspection, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, modular furniture installation, and final clean-up. Covered Work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed to supply materials to the Project.

2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion, unless performed by City employees.

2.3.2 This Agreement covers all on-site fabrication work over which the City, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). This Agreement also covers any off-site work, including fabrication, that is traditionally performed by the Unions and is directly or indirectly part of the Project, provided such work is covered by a Master Agreement or local addenda to a national agreement of the applicable Union(s).

2.3.3 Except for the delivery of supplies, equipment or materials that are stockpiled for later use, this Agreement covers all construction trucking work, including the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil or other fill or similar material that is directly incorporated into the construction process as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris and excess fill, material and/or mud. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) days of written request or as required by the bid specifications.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XIII and XIV of this Agreement shall apply to such work.

2.4 Exclusions: The following shall be excluded from the scope of this Agreement.

2.4.1 This Agreement shall not apply to work performed by the City's own employees as permitted by the Public Contract Code.

2.4.2 This Agreement shall not apply to a Contractor/Employer's non-construction craft executives, managerial employees, administrative personnel, and supervisors above the level of general foreman (unless covered by a Master Agreement).

2.4.3 This Agreement shall not apply to any non-Project work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city, or other governmental bodies or their contractors. Work performed by public or private utilities including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line and provides for access to the building via a conduit or series of conduits shall be Covered Work.

2.4.4 This Agreement shall not apply to the off-site maintenance of leased equipment and on-site supervision of such work.

2.5 Award of Contracts: It is understood and agreed that the City has the right to select any qualified bidder for the award of a Construction Contract under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project. The City shall provide a copy of all such invitations to bid to the Council at the time of issuance.

ARTICLE III

EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Council, the Unions and the City agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of work under a Construction Contract for the Project, whether as a Contractor or subcontractor thereunder, all Contractors/Employers agree to be bound by each and every provision of this Agreement and agree to evidence their acceptance prior to the commencement of work by executing the **Agreement to be Bound** in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to agree in writing, by executing the **Agreement to be Bound**, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor may not be evaded by subcontracting. If the subcontractor refuses to execute the Agreement to be Bound, then such subcontractor shall not be awarded a Construction Contract on the Project.

3.4 This Agreement shall only be binding on the signatory parties hereto, and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own

individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Master Agreement. Any dispute between the Union(s) and the Contractor(s) with respect to compliance with this Agreement shall not affect the rights, liabilities, obligations and duties between the Union(s) and other Contractor(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a Union signatory to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Union shall not affect the rights, liabilities, obligations and duties between the Contractor(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including the Schedule As incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement conflicts with a Schedule A, the provision of this Agreement shall prevail. Where a provision of a Schedule A does not conflict with this Agreement, the provision of the Schedule A shall apply.

ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1. The Unions, the City, and the Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or any other City facility because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other City projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract and the Union or Contractor/Employer gives notice of a demand for a new or modified Master Agreement, the Union agrees that it will not strike on work covered by this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) on the Project during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the City and the Contractor/Employer three (3) business days' notice when nonpayment of trust fund contributions has occurred, and one (1) business day's

notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck, of the intent to withhold labor from the Contractor/Employers' or their subcontractor's workforce, during which time the Contractor/Employer may correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 Notification: If the City or any Contractor contends that any Union has violated this Article, it will so notify in writing the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article. A Union complying with this obligation shall not be held responsible for the unauthorized acts of employees it represents.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred.

4.2.1 A party invoking this procedure shall notify William W. Monning, as the permanent arbitrator, or David Weinberg, as the alternate arbitrator, under this procedure. In the event the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, the parties shall select the arbitrator from the list in Section 13.4. Notice to the arbitrator shall be by the most expeditious means available, with notice by email and telephone to the City, the involved Contractor, and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the permanent arbitrator named above, or the alternate if the permanent arbitrator is not available, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by email and telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article, and the arbitrator's award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation

of this Article fail to comply with the arbitrator's award ordering the party to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.5 The arbitrator's award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The party filing such enforcement proceedings shall give written notice to the other party. In a proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceeding may be *ex parte*. However, such agreement does not waive any party's right to seek or participate in a hearing for a final order of enforcement. Any court order enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance with the above procedure, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

4.2.8 Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

ARTICLE V

PRE-JOB CONFERENCES

5.1 **Timing:** The Project Manager shall convene and conduct, at a location and time mutually agreeable to the Council, a pre-job conference with the Unions and the representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and discuss in detail the scope of work and the other issues set forth below, at least fourteen (14) calendar days prior to:

- (a) The commencement of any Project work, and
- (b) The commencement of Project work on any subsequently awarded Construction Contract.

5.2 The pre-job conference shall be attended by a representative of each participating Contractor and each affected Union, and the Council and City may attend at their discretion.

5.3 The pre-job conference shall include but not be limited to the following subjects:

- (a) A listing of each Contractor's scope of work;
- (b) The craft assignments;
- (c) The estimated number of craft workers required to perform the work;

- (d) Transportation arrangements;
- (e) The estimated start and completion dates of the work; and
- (f) Discussion of pre-fabricated materials.

5.4 Joint Administrative Committee: In order to ensure the terms of this Agreement are being fulfilled and concerns pertaining to the operation of this Agreement are addressed, the City and the Council shall establish a Joint Administrative Committee (“JAC”) comprised of an equal number of representatives from the City and the Council. The JAC shall meet on a periodic basis, at least semi-annually, to assess the implementation of this Agreement, review the progress of Projects, and facilitate harmonious relations between the parties. Both the City and the Council shall have the right to call a meeting of the JAC.

ARTICLE VI **NO DISCRIMINATION**

6.1 The Contractors/Employers and the Unions agree to comply with all anti-discrimination provisions of federal, state, and local law, to protect employees and applicants for employment, on the Project.

ARTICLE VII **UNION SECURITY**

7.1 The Contractors/Employers recognize the Unions as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 The Contractors/Employers shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. This Agreement does not require any employee of a non-Union contractor to join a Union or to pay dues or fees to a Union as a condition of working on the Project; however, nothing in this Article is intended to supersede the independent requirements of the applicable Master Agreements as to Contractors/Employers signatory to such Master Agreements and as to employees of those Contractors/Employers who are performing Covered Work.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project.

ARTICLE VIII **REFERRAL**

8.1 Contractor(s)/Employer(s) performing construction work on the Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s), unless such craft construction employee is covered by a Master Agreement.

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain a qualified worker(s) from any source. A Contractor/Employer who hires a worker(s) to perform Covered Work on the Project pursuant to this section shall immediately provide the appropriate Union with the name and address of such worker(s) and shall immediately refer such worker(s) to the appropriate Union hiring hall to be referred for work on the Project.

8.4 Local Hire: The parties to this Agreement support the employment of skilled construction workers from the Local Area, and wish to facilitate employment of Local Area residents on the Project, particularly residents of the City of Seaside. To that end, it is the objective of the parties that not less than twenty-five percent (25%) of all hours worked on the Project will be worked by residents of the Local Area. To the extent allowed by law, and consistent with the applicable hiring hall provisions, as long as they possess the requisite skills and qualifications, residents of the Local Area shall be referred by the Unions as follows: first residents of the City of Seaside, then residents of Monterey County, then residents of San Benito and Santa Cruz Counties. The Unions will exert their utmost efforts to recruit sufficient numbers of craft persons to fulfill requests for Local Area residents.

8.4.1 Contractors shall make progress reports to the City on the demographics and number of hours worked by residents of the Local Area as set forth in the applicable contract documents. The Unions shall, upon request, provide information to the Contractors to help facilitate the generation of such reports.

ARTICLE IX **WAGES AND BENEFITS**

9.1 The Contractors/Employers agree to pay contributions to the vacation, pension and/or other deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement(s) for each hour worked on the Project, in the amounts designated in the applicable Master Agreement(s).

9.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements described in Section 9.1, which may from time to time be amended, specifying the detailed basis upon which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if they were appointed by the Contractors/Employers. The Contractors/Employers agree to execute a separate subscription agreement(s) when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective craft, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

9.4 Holidays: Holidays shall be as set forth in the applicable Master Agreement.

ARTICLE X **APPRENTICES**

10.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, including on public works projects, the Contractors/Employers shall employ apprentices from a California state-approved Joint Apprenticeship Training Program in their respective crafts, to perform such work as is within their capabilities and that is customarily performed by the craft in which they are indentured.

10.2 Apprentice ratios will be in compliance with the provisions of the California Labor Code and the applicable state prevailing wage determination.

10.3 Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly indentured and supervised.

10.4 At least 20% of all hours worked shall be by apprentice workers, consistent with the California Labor Code.

10.5 Contractors shall make progress reports to the City on the demographics and number of hours worked by apprentice workers as set forth in the applicable contract documents. The Unions shall, upon request, provide information to the Contractors to help facilitate the generation of such reports.

10.6 Establishing a pre-apprenticeship program to provide local area residents the opportunity for training to enable them to gain employment/training within the signatory Unions is a priority for the Parties. The Council currently operates a pre-apprenticeship program called Tri-Counties Apprenticeship Preparation for the California Central Coast. By this Agreement, the Council represents and warrants that it will make utmost efforts to conduct outreach to City residents and facilitate entry of City residents into the pre-apprenticeship program. Such outreach may be discussed during the meetings of the Joint Administrative Committee as set forth in Section 5.4.

ARTICLE XI **HELMETS TO HARDHATS**

11.1 The Contractors/Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors/Employers and Unions agree to utilize the services of

the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

11.2 The Unions and Contractors/Employers agree to coordinate with the Center to participate in an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XII **COMPLIANCE**

12.1 It shall be the responsibility of the Contractors/Employers and Unions to investigate and monitor compliance with the provisions of Article IX of this Agreement. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent wages or Trust Fund contributions from Contractors/Employers on the Project. Because the Project is a public work subject to the California Labor Code, the City shall monitor and enforce the Contractors/Employers' compliance with state prevailing wage requirements as well as this Agreement.

ARTICLE XIII **GRIEVANCE ARBITRATION PROCEDURE**

13.1 Project Labor Disputes: All disputes involving the application or interpretation of a Master Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article IV and Article XIV, shall be subject to resolution by the grievance arbitration procedures set forth in this Article.

13.2 Employee Discipline: All disputes involving the discipline and/or discharge of an employee working on the Project shall be resolved through the grievance and arbitration provisions contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or discharged without just cause.

13.3 No grievance shall be recognized unless the grieving party (Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual agreement of the parties.

13.4 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the representative of the involved Union or District Council, or his/her designee, and the representative of the involved Contractor/Employer, shall confer and attempt to resolve the grievance.

Step 2: If the grievance is not resolved at Step 1, within five (5) business days of the Step 1 meeting or the conclusion of efforts to resolve the grievance at Step 1, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Labor Relations Manager of the Contractor/Employer, or the Contractor/Employer's designated representative, for discussion and resolution. This time limit may be extended by mutual consent of both parties. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not resolved at Step 2, either party may request the dispute be submitted to arbitration within five (5) business days of the Step 2 meeting or the conclusion of efforts to resolve the grievance at Step 2. This time limit may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to arbitration, the representatives shall notify the permanent arbitrator designated in Article IV, or if not available, the alternate arbitrator designated in Article IV, for final and binding arbitration. If the permanent arbitrator or the alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of three (3) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. Richard Silver
2. Carol Vendrillo
3. William Riker

13.5 The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the arbitrator shall be borne equally by both parties. The arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

13.6 The time limits specified at any step of the grievance procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.

13.7 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this grievance procedure, the parties agree that such settlements shall not be precedent setting.

13.8 Retention: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the City withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed, or its higher-tier Contractor, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the City until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an arbitrator shall so order.

13.9 Should any of the arbitrators listed in this Article or Article IV no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

ARTICLE XIV **WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

14.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

14.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

14.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan, and the arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) calendar days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

14.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

14.5 Each Employer will conduct a pre-job conference with the Council prior to commencing work. The City and the Project Manager will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

ARTICLE XV **MANAGEMENT RIGHTS**

15.1 Consistent with the Schedule A agreements, the Contractor(s)/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that all lawful manning provisions in the Master Agreement shall be recognized.

ARTICLE XVI **DRUG AND ALCOHOL TESTING**

16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

16.2 Drug and alcohol testing shall be conducted in accordance with the substance abuse prevention policies set forth in the applicable Schedule A.

ARTICLE XVII **SAVINGS CLAUSE**

17.1 If any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word that will meet the objections to its validity and will be in accordance with its original intent.

17.2 In the event a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of the Agreement's provisions, and the City accordingly determines that compliance with this Agreement will not be required in order to perform work under a Construction Contract, the Unions will no longer be bound by the provisions of Article IV.

ARTICLE XIX **TERM**

18.1 This Agreement shall be included in all bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project.

18.2 This Agreement shall apply until the Completion of each Project in accordance with Sections 1.4 and 2.2.

18.3 This Agreement shall become effective on the day it is executed by the City and the Council. This Agreement is executed on a two~~five~~three (253) year trial basis. Prior to the

~~expiration of the Agreement, the parties shall meet and confer regarding whether the amendment should be modified or terminated. Absent modification or termination, the agreement will roll over for an additional five (5) years. Prior to the second (2nd) anniversary of the effective date of the Agreement, the Parties shall meet to review the prior two years to determine if the Agreement should be recommended for extension. Absent approval by the City Council at a regularly held Council Meeting, the agreement will terminate at the conclusion of the 2nd year. Prior to each five (5) year anniversary of the effective date of this Agreement, the City and the Council shall meet to discuss proposed changes, if any, to the Agreement. Absent changes or termination, the Agreement will roll over for an additional five (5) years.~~

ARTICLE XVII

MISCELLANEOUS PROVISIONS

19.1 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

19.2 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Faxed or emailed signature pages transmitted to other parties to this Agreement shall be deemed the equivalent of original signatures.

19.3 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

19.4 The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

19.5 All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

[SIGNATURES TO FOLLOW]

CITY OF SEASIDE

By: _____
Name/Title: _____

Date: _____

MONTEREY/SANTA CRUZ COUNTIES BUILDING
AND CONSTRUCTION TRADES COUNCIL

By: _____
Manuel Pinheiro, CEO

Date: _____

DRAFT

[UNION SIGNATURES]

DRAFT

Addendum A
AGREEMENT TO BE BOUND

[Date]
[Addressee]
[Address]

Re: City of Seaside Community Workforce Agreement
Agreement to be Bound

Dear _____:

The undersigned confirms that it agrees to be a party to and bound by the City of Seaside Community Workforce Agreement (“Agreement”) as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement to be Bound, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust fund documents as set forth in Section 9.1 of the Agreement, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).

The obligation to be a party to and bound by the Agreement shall extend to all work covered by the City of Seaside Community Workforce Agreement undertaken by the undersigned. The undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Agreement to be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

California Contractor State License No. or Motor Carrier (CA) Permit No.: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person: _____

Address of Authorized Person: _____

State Public Works Registration Number: _____

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