



AGENDA

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

CONCURRENT MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, August 4, 2022
5:00 PM

NOTICE: *The City Council will hold its public meetings in person, with a virtual option for public participation based on availability. The City of Seaside utilizes Zoom tele-conferencing technology for virtual public participation; however, we make no representation or warranty of any kind, regarding the adequacy, reliability, or availability of the use of this platform in this manner. Participation by members of public through this means is at their own risk.*

VIRTUAL PUBLIC PARTICIPATION INSTRUCTIONS

1. To view this meeting: Please click on the following link to the City of Seaside YouTube Channel: <https://www.youtube.com/c/CityofSeasideCalifornia>
2. To participate in this meeting: Using the Zoom application on your smart phone, laptop, tablet or desktop and click on this link: <https://ci-seaside-ca-us.zoom.us/j/81936832059>
WEBINAR ID: 819 3683 2059
3. To participate by phone: Please call (669) 900-9128
Enter the meeting ID 819 3683 2059 when prompted. There is no participate code – press the pound sign # after the recording prompts you.
4. To make 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.

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.

IN PERSON PARTICIPATION INSTRUCTIONS

Members of the public participating in person and wishing to address the City Council may approach the podium when the Chair calls for public comment.

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby	Mayor/Chair
David R. Pacheco	Mayor Pro Tem/Vice Chair
Jason Campbell	Council/Agency Member
Jon Wizard	Council/Agency Member
Alexis Garcia-Arrazola	Council/Agency Member

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

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

5. PUBLIC COMMENT

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

6. PUBLIC AGENCY COMMUNICATIONS

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

7. PRESENTATIONS

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

B. VACCINE UPDATE (MARY GUTIERREZ, FIRE CHIEF)

C. PUBLIC SAFETY 4TH OF JULY AFTER ACTION REPORT (NICK BORGES, ACTING POLICE CHIEF)

D. NEIGHBORHOOD IMPROVEMENT COMMISSION'S BUSINESS OF THE THIRD QUARTER (DAVID LITTLE, BUILDING OFFICIAL)

8. CONSENT AGENDA

A. ADOPT A RESOLUTION MAKING FINDINGS IN ACCORDANCE WITH AB361: HYBRID MEETINGS AND GOVERNMENT CODE SECTION 54953 (BROWN ACT) AUTHORIZING REMOTE/TELECONFERENCE PARTICIPATION IN CITY MEETINGS

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

B. APPROVE MINUTES FROM JULY 21 & JULY 27, 2022

RECOMMENDATION: Approve minutes as provided in the agenda packet.

C. APPROVE PROCLAMATION RECOGNIZNG THEODORE "TED" BLACK FOR WORK AND SERVICE AS A YOUTH MENTOR IN THE CITY OF SEASIDE

RECOMMENDATION: Accept proclamation recognizing Ted Black for his work and service as youth mentor in the City of Seaside.

D. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM MONTEREY CONDORS CLUB

RECOMMENDATION: Approve a request from the Monterey Condors Club for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with a trip to the State Cup.

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

RECOMMENDATION: Approve a request from the Central Coast Bombers for a Fee Waiver of \$8,810.50 for the costs associated with the use of Soper Field, and Cutino Park from August 2, 2022, to October 31, 2022.

F. ADOPT A RESOLUTION FOR DESIGNATION OF VOTING DELEGATES AND ALTERNATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND EXPO BEING HELD SEPTEMBER 7-9, 2022, IN LONG BEACH, CALIFORNIA

RECOMMENDATION: Appoint Mayor Ian Oglesby and an alternate as the voting delegates at the conference.

G. ADOPT A RESOLUTION ACCEPTING \$330,000.00 IN EMERGENCY RENTAL ASSISTANCE PROGRAM (ERAP-2) FUNDING

RECOMMENDATION: Accept the United Way Monterey County Rent and Utility Assistance Relief Program (ERAP-2) grant funds in the amount of \$330,000, authorize the City Finance Director to make the necessary financial transactions, and authorize the City Manager to execute the Community Impact Grant Agreement between United Way Monterey County and City of Seaside.

H. ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS TO PERFORM AN ASSESSMENT OF THE SAN PABLO PEDESTRIAN BRIDGE FOR AN AMOUNT NOT TO EXCEED \$37,000.00, AND APPROPRIATING \$39,960.00 FROM THE GENERAL FUND TO THE PROJECT

RECOMMENDATION: Adopt a resolution:

1. Approving a professional services agreement to perform an assessment, including a structural inspection, of the San Pablo Pedestrian Bridge for an amount not to exceed \$37,000.00;
2. Appropriating \$39,960.00 from the General Fund to the project budget;
3. Establishing an 8% contingency for a total project amount not to exceed \$39,960.00; and
4. Authorizing the City Manager to execute a professional services agreement with Whitson Engineers, and approve any amendments and extensions until completion of the project.

I. AUTHORIZE CITY MANAGER TO EXECUTE A RELOCATION EASEMENT FOR PACIFIC GAS & ELECTRIC (PG&E) ELECTRIC LINES TO ENABLE RESIDENTIAL DEVELOPMENT OF THE GOLF COURSE

RECOMMENDATION: Adopt the resolution authorizing the City Manager to execute a relocation easement for PG&E electric lines.

9. BUSINESS ITEMS

A. CONSIDER ESTABLISHMENT OF AN ILLEGAL FIREWORKS TASK FORCE AND/OR CONSIDER ADOPTION OF A RESOLUTION CALLING FOR AN ELECTION PROHIBITING THE USE, POSSESSION OR SALE OF "SAFE AND SANE" FIREWORKS

RECOMMENDATION: Direct staff to establish a illegal fireworks taskforce and/or adopt a resolution to put a measure on the ballot which would prohibit all fireworks.

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

1. Canyon Del Rey Site Housing Opportunities (Wizard)
2. Climate Action Plan (Oglesby)
3. Safe Routes near Ord Terrace Elementary School (Oglesby)

**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. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO
GOVERNMENT CODE 54957.6**

Agency Negotiators: Roberta Greathouse, Human Resources Director / Risk Manager; Donna Williamson, Labor Negotiator; Samantha Sakhrani, Human Resources Analyst.

Employee Organizations: All full-time represented and unrepresented employees and employee associations.

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

Potential Litigation (3 Matters)

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

Petrovich Development Company, LLC v. City of Seaside, et al.
Monterey County Superior Court 21CV003630

13. ADJOURNMENT

Next Regularly Scheduled Meeting:
August 18, 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.



CITY OF SEASIDE STAFF REPORT

Item No.: 7.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nick Borges, Acting Police Chief

DATE: August 4, 2022

SUBJECT: PUBLIC SAFETY 4TH OF JULY AFTER ACTION REPORT (NICK BORGES, ACTING POLICE CHIEF)

RECOMMENDATION

Receive the detailed after-action report of the fireworks enforcement operations for the July 4, 2022 holiday period.

BACKGROUND

The Seaside Police Department, in partnership with the Seaside Fire and the Public Works Department, formulated an operations plan for illegal fireworks suppression. The operations plan included an enforcement plan and a public outreach campaign. The following report serves as an After Action Report regarding 2022 fireworks activity.

FIRE DEPARTMENT

Safe and Sane fireworks went on sale on June 28th and concluded July 5th. All three fireworks booths were inspected by the fire department prior to opening for sales and periodically checked for compliance throughout the week; all three permitted booths remained in compliance and no violations were issued.

During the sales period of Safe and Sane fireworks this year, the fire department responded to a total of 97 calls for service. On the 4th of July, the fire department staffed one additional engine company for twenty-four (24) hours. Additionally, four of our volunteer Unmanned Aerial Vehicle pilots worked on July 1 -through July 4 (total of 4 days) with police officers to issue citations for those using illegal fireworks.

The fire department responded to 4 emergency calls related to fireworks from June 28-July 5.

Total calls for service in 2020 – 72

Fire related calls: 11, Total calls for service in 2021 – 62

Fire related calls: 4, Total calls for service in 2022 – 97

Fire related calls: 4

Fireworks related calls include:

- A house fire on Prospect Avenue. The property was under renovation. A neighbor heard a loud bang and saw several people running from the home. There was minor property damage.
- There were two dumpster fires. One on Del Monte and one (1) on Canyon Del Rey Boulevard. The fire caused minor damage to the trash cans. The fires did not spread to any structures.
- There was a small fire caused by fireworks in the tanbark on Shawnee Court. No property damage.

POLICE DEPARTMENT

Illegal fireworks have always been prohibited. Each year the City of Seaside experiences a high volume of illegal fireworks activity. Similar to last year, the police department utilized a drone to obtain video of fireworks violations and issue criminal citations.

Public Works set out electric sign boards on Seaside 4 city roadways warning the community that fireworks are dangerous and illegal and use of them would be strictly enforced. From June 28, 2022 through July 5, 2022, the Police Department implemented special enforcement teams, on an overtime basis, to patrol and enforce laws regarding the use of illegal fireworks.

Non-sworn police department staff answered fireworks related calls coming into the Records Division Firework Hotline phone numbers. Non-sworn police department staff also monitored social media through the holiday period. The call and tip information was forwarded to on-duty police officers in order for them to respond to locations where the reported illegal firework activity was occurring. On July 4th from 4:00 p.m. to 1:00 a.m. Seaside police were dispatched to 164 calls for service which came into the County Communications Center and 121 calls for service which came into the Seaside Records Division.

July 4th Data:

- Arrested: 6 (1 DUI, 2 Public Intoxication, 1 Fireworks/resisting, 1 Warrant, 1 Assault w/knifel)
- Criminal Citations: 20
- Fireworks confiscated: 189
- Calls For Service into Dispatch Center: 164

- Calls for Service into Seaside Records: 121

FISCAL IMPACT

The following expenditures were incurred for the Illegal Fireworks Enforcement Operation:

Police Department: \$11,702.00 (Overtime June 28 - July 4)

Fire Department: \$6,463.00 Fire Department (Overtime July 1, 2, 3, 4)

Total Expenditures: \$18,165.00

While fiscal year 2023 fireworks booth fees have not yet been received, the five-year average for this revenue source is \$17,624.00

ATTACHMENTS

1. 2022 Firework After Action

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



JULY 4TH FIREWORKS AFTER ACTION REPORT 2022



Operation

2

- Fireworks special detail w/ 12 additional officers
- Vehicle and Foot Patrol
- PD transparency through Facebook Live
- Fire Department had two drone pilots



Calls For Service July 4th



3

☐ Dispatch

2020	2021	2022
218	170	164



☐ Hotlines

2021	2022
102	130

☐ Texts

2022
27



Citations & Confiscation

4



□ Police Cites Issued

2020	2021	2022
18	15	20

□ Fireworks Confiscated in Pounds

2020	2021	2022
30	50	100

Calls For Service



5



□ Calls for Service (6/28 – 7/5)

2020	2021	2022
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72	62	97
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□ Fire Related Calls for Service

2020	2021	2022
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11	4	4
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Expense

6

□ Expenses

/ Police Officer Overtime	\$ 11,702.11
/ Fire Department Overtime	\$ 6,462.94

■ Total \$18,165.05



7

Questions?





CITY OF SEASIDE STAFF REPORT

Item No.: 8.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Sheri Damon, City Attorney

DATE: August 4, 2022

SUBJECT: ADOPT A RESOLUTION MAKING FINDINGS IN ACCORDANCE WITH AB361: HYBRID MEETINGS AND GOVERNMENT CODE SECTION 54953 (BROWN ACT) AUTHORIZING REMOTE/TELECONFERENCE PARTICIPATION IN CITY MEETINGS

RECOMMENDATION

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

BACKGROUND

On or about March 4, 2020, Governor Newsom declared a State of Emergency in the State of California pursuant to Government Code section 8625 as a result of the COVID-19 pandemic and that declaration is ongoing. In the month of April 2022, Monterey County Health Officer reiterated the need for ongoing social distancing and masking due to a substantial increase in COVID infections. In the months of April, May, June and July 2022, the City of Seaside has observed an uptick in COVID cases by Seaside residents and City staff. Government Code section 54953(e), authorizes remote teleconference meetings without complying with the notice requirements of 54953(b) and physical location of Council member participation, so long as the local agency has made appropriate findings and the state continues to be in a state of emergency.

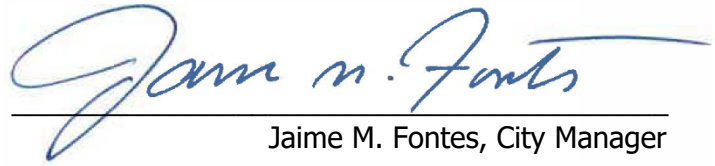
FISCAL IMPACT

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

ATTACHMENTS

1. Resolution

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**MAKING FINDINGS FOR AND AUTHORIZING REMOTE
TELECONFERENCE/ZOOM MEETINGS IN ACCORDANCE WITH GOVERNMENT
CODE SECTION 54953(e)**

WHEREAS, on or about March 4, 2020, Governor Newsom declared a State of Emergency in the State of California pursuant to Government Code section 8625 as a result of the COVID-19 pandemic and that declaration is ongoing; and

WHEREAS, in the month of April 2022, Monterey County Health Officer reiterated the need for ongoing social distancing and masking due to a substantial increase in COVID infections; and

WHEREAS, in the months of April, May, and June 2022, the City of Seaside has observed an uptick in COVID cases by Seaside residents and City staff; and

WHEREAS, on or about June 2, 2022, the Center for Disease Control designated Monterey County to be a county of high community transmissibility for COVID given the increase in the number of COVID cases and the increase in the use of hospital beds (as compared to the previous weeks); and

WHEREAS, Government Code section 54953(e), authorizes the remote teleconference meetings without complying with the noticing requirements of 54953(b) and physical location of Council member participation, so long as the local agency has made appropriate findings and the state continues to be in a state of emergency; and

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

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

1. The above recitals are true and correct and are incorporated herein by this reference.
2. The City Council determines that as a result of the proclaimed state of emergency in California due to COVID-19, and in particular the continued spread of the virus in Monterey County, the notable increase in COVID cases amongst City residents and City staff are grounds to authorize the use of remote teleconference participation pursuant to Government Code section 54953(e) when determined by the City to be necessary, in the conduct of the City's business.
3. The City Manager and City Attorney shall ensure that all City bodies are authorized to conduct their meetings via the hybrid method, including in person and/or fully remote Zoom/teleconference meetings and are directed to take all steps to implement this Resolution including, but not limited to, conducting open and public remote meetings in accordance with the requirements of Government Code section 54953(e) and/or other applicable provisions of the Brown Act.

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

PASSED AND ADOPTED by meeting of City of Seaside duly held on the 4th day of August, 2022, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



DRAFT MINUTES

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

SPECIAL MEETING
440 HARCOURT AVENUE
Thursday, July 21, 2022
4:00 PM

1. CALL TO ORDER

Mayor/Chair Oglesby called the meeting to order at 4:00 p.m.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. PLEDGE OF ALLEGIANCE

Mayor Pro Tem/Vice-Chair Pacheco led the pledge.

4. PUBLIC COMMENT

None

5. CLOSED SESSION

City Attorney Sheri Damon read the closed session items and did not anticipate any announcements. There were no comments from the public.

A. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54957.6

Agency Negotiators: Roberta Greathouse, Acting City Manager; Donna Williamson, Labor Negotiator; Samantha Sakhrani, Human Resources Analyst.
Employee Organizations: All full-time represented and unrepresented employees and employee associations.

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

Address: The property commonly referred to as Main Gate (Property bounded by Lightfighter, Divarty, Second Street and Highway 1) Negotiations with: State of California Negotiator for the City: City Manager, et. al. Under Discussion: Price, Terms of Payment, or Both.

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)**

Potential Litigation (2 Matters)

Upon return from the Closed Session, the Mayor/Chair indicated the meeting would be continued until after the close of the regular meeting. There were no announcements from the City Attorney.

6. ADJOURNMENT

With no further business, the meeting adjourned at 10:03 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



DRAFT MINUTES

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

CONCURRENT MEETING
VIRTUAL ONLY
Thursday, July 21, 2022
5:00 PM

1. CALL TO ORDER

Mayor/Chair Oglesby called the meeting to order at 5:05 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 Ronald Britt (Greater Victory Temple Church); and the pledge was led by Council Member Campbell.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Unidentified commenter, Nina Beatty, Peter Kaiser, Jan Shriner

6. PUBLIC AGENCY COMMUNICATIONS

None.

7. PRESENTATIONS

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

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

B. HUMAN RESOURCES RECRUITMENT UPDATE (SAMANTHA SAKHRANI, HUMAN RESOURCES ANALYST)

Ms. Sakhrani provided the presentation and responded to questions from the Council.

C. RECEIVE PRESENTATION ON THE STATUS OF THE CITY OF SEASIDE ARCHIVES AT OLDEMEYER CENTER (JANIE SILVERIA & FRANCOISE AVERY, ART & HISTORY COMMISSIONERS)

Kee Hyon Higgins, Recreation Supervisor introduced Art & History Commissioners Janie Silveria and Francoise Avery, whom provided the presentation and responded to questions from the Council.

8. CONSENT AGENDA

Items Pulled: 8H: Bobby Maxwell; 8J: Council Member Campbell

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to approve the consent agenda as presented, except for items 8H and 8J.

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

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM JULY 7, 2022

ACTION: APPROVED

B. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED & FILED

C. ACCEPT AND FILE THE CASH AND INVESTMENTS REPORT FOR THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE QUARTER ENDING MARCH 31, 2022

ACTION: ACCEPTED & FILED

D. APPROVE PROCLAMATION RECOGNIZING JULY 28, 2022, AS NATIONAL BUFFALO SOLDIERS DAY

ACTION: PROCLAIMED

E. APPROVE ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT QUARTERLY REPORT

ACTION: APPROVED

F. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM THE VILLAGE PROJECT/THE MAE C. JOHNSON EDUCATION & CULTURAL ENRICHMENT ACADEMY

ACTION: APPROVED

G. APPROVE APPOINTMENTS TO THE ENVIRONMENTAL, COMMUNITY SAFETY ADVISORY AND THE JOBS, OPPORTUNITIES AND BUSINESS IN SEASIDE COMMISSIONS

ACTION: APPROVED

H. APPROVE A FEE WAIVER REQUEST FROM NARCOTICS ANONYMOUS FOR THE USE OF LAGUNA GRANDE HALL FOR A WOMEN'S BRUNCH

The item was pulled by Bobby Maxwell, to request that the Council waive all fees.

On motion by Council Member Campbell and second by Council Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to approve the fee waiver request and waive all fees except for the non-refundable deposit.

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

NOES: None

ABSENT: None

ABSTAIN: None

ACTION: APPROVED

I. APPROVE REPORT ON THE COMMUNITY SOCIAL SERVICES GRANT YEAR TWO

ACTION: APPROVED

J. APPROVE APPOINTMENTS TO THE SEASIDE HOUSING COLLABORTIVE BOARD OF DIRECTORS

The item was pulled by Council Member Campbell. City Attorney, Sheri Damon responded to questions.

On motion by Council/Agency Member Campbell and second by Mayor Pro Tem/Vice Chair Pacheco, the City Council/Successor Agency moved to approve the appointments to the Seaside Housing Collaborative Board of Directors.

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: APPOINTED RITA BURKS, ANTHONY FRYE, REGINALD GARNETT, AND BRENDA THOMAS

K. ADOPT A RESOLUTION APPROVING THE SUBMISSION OF AN APPLICATION FOR THE YOUTH COMMUNITY ACCESS PROGRAM GRANT THROUGH THE CALIFORNIA NATURAL RESOURCES AGENCY

ACTION: ADOPTED RESO #22-94

L. ADOPT A RESOLUTION AMENDING THE FISCAL YEAR 2022/2023 BUDGET APPROPRIATING \$1,150,000.00 FROM THE GENERAL FUND BALANCE AND ALLOCATING IT TO THE ECONOMIC DEVELOPMENT DEPARTMENT AND APPROVING AN AGREEMENT FOR THE PURCHASE OF REAL PROPERTY AT 1579 AND 1583 DEL MONTE BOULEVARD

ACTION: ADOPTED RESO #22-95

9. BUSINESS ITEMS

A. SHORT-TERM RENTAL PROGRAM UPDATE AND CONCEPTUAL REVIEW OF PROGRAM CHANGES AND CODE AMENDMENTS

Administrative Analyst Haroon Noori presented the item and responded to questions from the Council.

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 approve the Short Term Rental program updates and code amendments, with a condition not to exceed 90 non-hosted short term rental permits.

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco

NOES: Wizard

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

B. ADOPT A RESOLUTION ALLOCATING 3.0612 ACRE FEET FROM THE WEST BROADWAY URBAN VILLAGE WATER ACCOUNT TO SEASIDE MARKET PROJECT

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

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola, the City Council/Successor Agency moved to adopt a

resolution allocation 3.0612 acre feet of water from the WBUV account to the Seaside Market project.

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #22-96

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. Canyon Del Rey site housing opportunities (Wizard)
2. Climate Action Plan update (Oglesby)
3. Safe routes near Ord Terrace Elementary School (Oglesby)

B. FOLLOW UP ON PREVIOUS REQUESTS

None

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 expect a read out. There were no comments received from the public.

A. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54957.6

Agency Negotiators: Roberta Greathouse, Acting City Manager; Donna Williamson, Labor Negotiator; Samantha Sakhrani, Human Resources Analyst.
Employee Organizations: All full-time represented and unrepresented employees and employee associations.

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

Address: The property commonly referred to as Main Gate (Property bounded by Lightfighter, Divarty, Second Street and Highway 1) Negotiations with: State of California Negotiator for the City: City Manager, et. al.
Under Discussion: Price, Terms of Payment, or Both.

C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (EXISTING LITIGATION)

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

Potential Litigation (2 Matters)

Upon return from closed session, there were no announcements.

13. ADJOURNMENT

With no further business, the meeting adjourned at 10:02 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

SPECIAL MEETING
HYBRID (IN PERSON & VIRTUAL)
Wednesday, July 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: Garcia-Arrazola, Oglesby, Pacheco, Wizard
ABSENT: Campbell

3. PLEDGE OF ALLEGIANCE

City Manager Jaime Fontes led the pledge.

4. PUBLIC COMMENT

None

5. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9: POTENTIAL LITIGATION

City Attorney Sheri Damon read the closed session items for one matter of potential litigation and did not expect a read out.

There were no comments from the public.

Upon return from closed session, the City Attorney read the Council back in to open session and did not have any action to report.

6. ADJOURNMENT

With no further business, the meeting adjourned at 5:20 p.m.

Respectfully submitted,

Dominique L. Davis, City/Agency Clerk

Ian N. Oglesby, Mayor/Chair

City of Seaside PROCLAMATION



Theodore (Ted) Black

WHEREAS, Theodore (Ted) Black is a native of the Seaside community; he has been mentoring our youth and young adults for the past 30 years; and

WHEREAS, Ted was born September 28, 1962 in Salinas, California, Ted with his five siblings was raised in Seaside, California. He comes from a single parent home raised by his mother who worked two jobs to support her family; and

WHEREAS, Ted attended Juan Cabrillo Elementary School, King Jr. High School, Seaside High School, transferring to Monterey High School completing the tenth grade. Ted then transferred to Cypress High School (a continuation school). After leaving home, he enrolled into Monterey Peninsula College taking General Education to obtain his High School Diploma; and

WHEREAS, in 1979 at the age of 17, his involvement with negative activities, led to a sentence of 7 years and 8 months in the California Youth Authority (CYA), however, due to good behavior his time was reduced to "time served" of 24 months. Ted used that time to complete the remaining requirements and received his high school diploma. Ted came home to no support, or local supportive services, and without any clearly defined goals, Ted eventually fell back into, old ways and was sentenced to 4 years in state prison; and

WHEREAS, during this time in prison Ted realized he wanted a better life for himself and he wanted to help others. With the approval of some of the prison's "shot callers" Ted began to mentor peers, and younger adults, those looking for a better way, a better life. Ted's passion and abilities was instrumental in changing the "mindset" of many, he had found his calling, "changing lives"; and

WHEREAS, in 1992, Ted Black and Charles Russell founded a program with Jean Simon called "Choices of the Monterey County" a program of formerly incarcerated speakers. They spoke to School assemblies, Church groups, the Boys & Girls Clubs throughout Monterey County and other groups. This "pilot" program was impactful and the catalyst for many of Ted's future initiatives over the ensuing decades. Ted's mentoring of youth, directly reduce negative behaviors and community violence; and

WHEREAS, in 2012 Ted in partnership with the Village Project Inc., working with Mel Mason hosted a young men's mentoring and life skills program. Ted now works for the City of Seaside as a Youth Center Supervisor. Responsible for the Youth Violence Prevention Program and the Youth Education Program; and

WHEREAS, Ted obtained many awards and honors for his community service, one our county's highest honors the 2014 Monterey County's Jefferson Award; one of the highest recognition of a changed life the "Certificate of Rehabilitation" and full pardon from the Governor of State of California, for past crimes; and

WHEREAS, Ted has moved through, being just another number in the system, to a recognized positive regional influencer, a person with a name, to a community member with self-confidence and dignity, to a person we all want to become, a respected community member and role model for different generations of our community.

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 recognize Theodore (Ted) Black for his many accomplishments and community leadership, and express the appreciation of the community for his outstanding service to this community.

Ian N. Oglesby, Mayor
July 30, 2022



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: August 4, 2022

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM MONTEREY CONDORS CLUB**

RECOMMENDATION

Approve a request from the Monterey Condors Club for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with a trip to the State Cup.

BACKGROUND

Monterey Condors Club is requesting a donation of \$3000.00 from the Mayor's Youth Fund to cover the cost associated with a trip to the State Cup. This will benefit their athletes to get exposure to a higher level of soccer against other teams from around the state.

Monterey Condors Club is a nonprofit multisport club with the mission of becoming a pillar to the youth of Monterey County. They are dedicated to supporting the youth in achieving their goals by providing education and training through their athletic programs and clinics. Their athletic program has a diverse group of athletes of all profiles, origin, age, gender and competitive levels. Monterey Condors Club collects all the trash on the fields and benches after each practice game. They do community events to promote how important it is to recycle.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. Monterey Condors Club has provided documentation showing that they serve a majority of Seaside residents. Monterey Condors Club received their last donation at the August 05, 2021 City Council meeting. They submitted their 2021 Mayor's Youth Fund Closing Report within the 60 day time frame.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance in the Mayor's Youth Fund Account (601-2106) is \$89,349.43. If the City Council approves this request, the balance will drop to \$86,349.43. This is for the fiscal year 2022/23.

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 Monterey Condors Club 2022
 2. W-9 Monterey Condors Club 2022
 3. 501 (c)(3) Monterey Condors Club
 4. Mayor's Youth Fund Closing Report - Monterey Condors Club 2021
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



**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: Monterey Condors Club

Name of Applicant: Marco Pulido

Address: 1121 Military Ave. City: Seaside State: CA

Phone: (831) 594-2214 Email: cpampulido@gmail.com

Number of Participants: 210 Seaside Residents / Students: 76 % Ages: 11-16

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: *(Attach additional information as necessary)*

We are requesting funding to take our athletes to the State Cup. This will benefit our kids to get the exposure to a higher soccer level against other teams around the state. Costs includes facility rental (Seaside), purchase of training equipment and U.S. Club Soccer passes for low income kids.

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: Funds will be used for State Cup costs, field usage and other league fees, we will host a recycling event, promoting "green" sustainability to insure a healthy environment everywhere.

What other fundraising activities are you participating in to fund your event, program, or activity?

What other funding sources will supplement your requests? Community events at restaurants, at the beach and other places where kids and parents can raise money for low income kids living in Seaside CA.

Total Amount Requested: *(See contribution limits)* \$ 3,000

Applicant Signature: 

Date: 06/17/22

Page 3 of 4

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Monterey Condors Club

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 1713

6 City, state, and ZIP code

Salinas CA 93902

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 1 - 4 8 5 2 0 6 1

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 for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

6/21/22

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

SEP 20 2017

MONTEREY CONDORS CLUB
PO BOX 415
MONTEREY, CA 93942

Employer Identification Number:

81-4852061

DLN:

17053123334017

Contact Person:

DIANE M GENTRY

ID# 31361

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990/990-EZ/990-N Required:

Yes

Effective Date of Exemption:

April 7, 2017

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

MONTEREY CONDORS CLUB

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Letter 947

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: 08/05/21

Name of Organization: Monterey Condors Club

Contact: Marco Pulido

Address: 306 Capitol St, Salinas CA 93901

Email/Phone: (831) 594-2214

Amount of Donation Received: \$3,000

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

32 registration/passcards for Norcal Soccer Fall and state tournament, rubber bands to hold the passcards and fliers. We purchased ink to promote reduce, reuse and recycle.

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

October 3rd we're going to have our reduce, reuse & recycle event. I will provide photos after the event. We will have another one in October 9th.

Signature: Marco Pulido

Date: 09/23/21

*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.

CHASE *for* BUSINESS

Printed from Chase for Business

CREDIT CARD (...0993)

-\$1,034.00

Payment

Aug 23, 2021
Transaction date

Aug 23, 2021
Posted date

Payment Thank You - Web

Description Payment Thank You - Web
Card number (...0993)



Questions about your order? Visit our
Help Center at www.staples.com/hc
or call us at 1-800-333-3330.

REFER TO THIS ORDER NO. FOR ALL INQUIRIES

CUSTOMER NO.	SHIP DATE	ORDER NO.
2394693978	8/25/21	9835478896-000002
PURCHASE ORDER NO.	RELEASE NO.	
COST CENTER	End Cust PO#	

Staples

MONTEREY CONDORS CLUB

SHIPPING LOCATION: Stockton, CA FC

CARRIER ROUTE: MRY/COU /MR

TOTAL PACKAGES: 1

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PAGE: 1

SPECIAL INSTRUCTIONS

2.26

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LINE	ITEM NUMBER	ITEM DESCRIPTION / MODEL NUMBER	UNIT OF MEAS	QTY ORDERED	QTY SHIPPED	Staples Price	Extended Amount
1	143297	Staples Economy Rubber Bands 6/28611-CC	PK	1	1	4.79	4.79
2	2758160	Epson 502 Black Standard Yield/T502120-S	EA	1	1	19.99	19.99
3	2800320	Safety Data Sheet (SDS) may be found by visiting http://sds.staples.com/msds/2758160.pdf	EA	1	1	12.99	12.99
		Safety Data Sheet (SDS) may be found by visiting http://sds.staples.com/msds/2800320.pdf					
		Coupon discounts are prorated across all items purchased. Applicable refunds will not include the prorated coupon amount. Check your order status online by going to www.Staples.com and clicking on "Track Order".					
		Merchandise Total.....					37.77
		Delivery.....					.00
		Coupon Credit.....					17.78CR
		Tax.....					1.82

Staples.

NOTICE NEW PACKAGING & NEW
PRODUCT OPTIONS TO BETTER SERVE
YOUR BUSINESS NEEDS.

PAYMENT METHOD: VI

TOTAL VALUE
OF ORDER: 21.81

001

Thank You For Your Order! Staples, Inc.

THIS IS NOT AN INVOICE

SGS



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: August 4, 2022

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM CENTRAL COAST
BOMBERS FOR THE USE OF SOPER FIELD, AND CUTINO PARK**

RECOMMENDATION

Approve a request from the Central Coast Bombers for a Fee Waiver of \$8,810.50 for the costs associated with the use of Soper Field, and Cutino Park from August 2, 2022, to October 31, 2022.

BACKGROUND

The Central Coast Bombers are requesting a Fee Waiver to use Cutino Park on Monday, Wednesday, and Saturday and Soper field on Tuesday & Thursday from August 2, 2022 - October 31, 2022. They would help keep up with the field maintenance and ensure that the parks are clean after each use. They will rake, drag, spike, and fill batter boxes as needed. They will also make sure to clean up all of the recycling following each practice and game.

The Central Coast Bombers are a local Seaside organization that is dedicated to serving the youth of our community and providing low or no-cost programs for its participants and their families. Ninety percent of their youth are Seaside residents and the coaches are from Seaside Pony Baseball. The Central Coast Bombers frequently represent Seaside in tournaments around the state and have even played in national tournaments in Cooperstown, New York. In addition to field use rental fees, there are "hard costs" associated with the maintenance of the fields and associated buildings. These costs are included in the fees for field use. However, if the field use fees are waived, the hard costs that the City incurs need to be considered. City staff are required to open and close restrooms at Soper and Cutino fields. The opening of the restrooms during the week is done during regular hours, and custodial staff close the restrooms on weeknights, and open/close them on the weekends. There is also the cost of cleaning

supplies and the time it takes for staff to clean the restrooms at each of the fields. During the season there is also increased activity at each of the locations, which equates to more supplies being used on a daily basis.

Staff recommends that the City Council approve the request that the fees be waived for rental and hard costs for the use of Soper field and Cutino Park and require that the organization provide liability coverage.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Proposed fee waiver fees

Estimated fees for Soper field usage - \$1,604.00

Estimated fees for Cutino field usage \$2,784.00

Estimated fees for light useage at Soper & Cutino Fields \$942.50

Estimated "hard cost"

Staff hours for both fields - \$1,980.00

Restroom Supplies -\$1,500.00

TOTAL \$8,810.50

Should the City Council approve the request with the staff recommendation to waive all rental fees, the estimated fiscal impact is \$8,810.50.

ATTACHMENTS

1. Facility Use Application
2. Fees Calculations

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager



SEASIDE CALIFORNIA

Facility (Field) Use Application

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

Guidelines for Use of City Fields

1. No fee waivers or extensions will be issued over the counter. Established groups, such as Seaside Pony Baseball, Seaside Raiders and Seaside PAL shall submit fee waiver requests to the Resource Management Department. Resource Management staff will submit these requests to the City Council. All others shall apply to the Special Events Committee. Requests approved by the Committee will be submitted by Recreation and Community Development staff to Council for consideration.
2. A minimum of 30 days lead time is required for each request. This will allow staff sufficient time to prepare the staff report for submission to Council.
3. Requests shall include a complete list of the days, dates and hours requested for use of City fields. Requests shall include a listing of all services required, such as use of snack bar, field lights, additional staff, and additional field preparation, and other special needs.
4. Before the start of each season, each group shall submit a list of current board members, along with contact information. A single point of contact (the authorized representative) shall be designated, and this person shall be authorized to make decisions for the group. The group shall notify the City if the authorized representative changes. Requests to the City will be accepted only from the authorized representative.
5. Each group will enter into a Use Agreement with the City for use of the fields. Before the start of each season, City staff will meet with the authorized representative and interested board members to discuss the terms of the Use Agreement. Terms of the Use Agreement will be enforced.
6. Groups will not be given any keys to the snack bars, restrooms or fields until all conditions of the Use Agreement have been met (including proof of insurance, 401(c)3 status, etc.).
7. A deposit requirement of \$500 may be considered for the new season for each group requesting a fee waiver. Staff will document any instances of violations of the terms of the Use Agreement during the previous season. The deposit would cover the return of keys, cleanup of the fields, restrooms and snack bars. If collected, the deposit would be returned in full if all keys are returned and the fields, restrooms and snack bars have been kept in good condition during the season. Some or all of the deposit would be withheld if all keys are not returned or if the grounds have not been properly maintained. If the Police Department is called to the park during a time that the field has been reserved and the group is found to be in violation of City Code or there are any Health Department violations attributable to the group, the entire deposit would automatically be forfeited.
8. Groups are not allowed to charge the public for parking on City property at group events. If the group would like to solicit donations, they must obtain a no-fee permit in advance, in accordance with Chapter 5.28 (Charitable Solicitation), of the City Municipal Code.

Attachments:

1. Questionnaire
2. Field Use Application
3. Key Request *(to fill out with staff)*



SEASIDE CALIFORNIA

Facility (Field) Use Application

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

1 - QUESTIONNAIRE

Date: 7/10/2022

CONTACT INFORMATION:

Organization: Central Coast Bombers

Name: Richard Miramontes

Address: 18 Westminster Ct City: Seaside State: CA

Phone: 831-760-6052 Email: richardmph@sbcglobal.net

ORGANIZATION INFORMATION:

☐ Private

☒ Non-Profit

☐ Public

☐ Profit

If non-profit, Tax ID #: _____

Year of establishment: 19+ years

Number of members: 45

Number of Seaside resident members: 30

Do members pay dues? ☒ Yes ☐ No

BOARD MEMBERS:

Name	Title	Telephone
1. Richard Miramontes	President	<u>831-760-6052</u>
2. Cori Miramontes	Treasurer	<u>831-277-1074</u>
3. JD Money	Vice President	<u>831-521-9103</u>
4. Fields	Cody Rose	<u>831-915-7731</u>
5.		
6.		
7.		
8.		
9.		
10.		



SEASIDE CALIFORNIA

Facility (Field) Use Application

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

Organization: _____

QUESTIONNAIRE (continued):

1. Is your organization affiliated with any national, federal, state, county or local agency?
☒ No ☐ Yes, agency name: _____
2. Is your organization youth oriented?
☐ No ☒ Yes, number of Seaside youth: 30
3. Is membership open to all youth or residents in Monterey County?
☐ No ☒ Yes, number of youth/residents per city: _____
4. Does your organization provide its services to only Seaside youth or residents? ☐ Yes ☒ No
5. Does your organization receive funding or other support from any national, federal, state, county, regional, city, private, or public agency?
☒ No ☐ Yes, explain: _____
6. Have you contacted other cities with regards to the use of their facilities?
☒ No ☐ Yes, explain: _____
7. Do you plan on having any special events (tournaments, picture day, opening day, etc.)?
☒ No ☐ Yes, list dates and events: _____
8. Any additional relevant information: We would love to stay in our community and the city in which our organization was founded. We could not have accomplished all we have with the your of Seaside without the help of our great city. We thank the city of Seaside for all that it has given to our boys.

IF REQUESTING A FEE WAIVER – SUPPLEMENTAL QUESTIONS:

1. Does your organization have the ability to pay any portion of the fees to use the facility?
☒ No ☐ Yes. *If your organization does have the ability to pay a reasonable share of the requested fees, please explain why a fee waiver should be granted:* _____
2. If the request for fee waiver is not granted, and you chose not to avail yourself of the City facility, what are your plans? Unfortunately without a fee waiver the Central Coast Bombers would have to close their doors. We are the lowest priced travel program anywhere around and stive to make travel ball available for families who can't afford to pay \$300+ a month.
3. If you are granted a fee waiver, what in-kind services (such as field maintenance, trash clean up, etc.) can you offer to help offset costs? We would continue do do all the field maintenance and upkeep that we have done in the past, keep the parks clean and in top condition, and any other services the city requires.



SEASIDE CALIFORNIA

Facility (Field) Use Application

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

2 - FIELD USE APPLICATION

Date: 7/10/2022

Organization: Central Coast Bombers

Park: Cutino **Please fill out one form per each park requested*

Services Requested:

Use of field

☒ Yes

☐ No

Use of snack bar

☐ Yes

☐ No

Use of lights

☒ Yes

☐ No

Other: _____

☐ Yes

☐ No

Date	Day of the Week	Time	Number of Hours	
			Daily Total	Lights
Aug-Oct	Mondays	6pm -8pm	2	2
Aug-Oct	Wednesdays	6pm -8pm	2	2
Aug-Oct	Saturday	4pm-9pm	5	3

Total Days: 39

Total Hours: 169



SEASIDE CALIFORNIA

Facility (Field) Use Application

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

2 - FIELD USE APPLICATION

Date: 7/10/2022

Organization: Central Coast Bombers

Park: Soper **Please fill out one form per each park requested*

Services Requested:

Use of field

☒ Yes ☐ No

Use of snack bar

☐ Yes ☐ No

Use of lights

☒ Yes ☐ No

Other: Restrooms

☒ Yes ☐ No

Date	Day of the Week	Time	Number of Hours	
			Daily Total	Lights
Aug 11th - Oct 31	Tuesdays	530pm-730pm	2	1
Aug 11th - Oct 31	Thursday	530pm-730pm	2	1
August 7th	Sunday	9am-1pm	4	0

Total Days: 24

Total Hours: 50

Central Coast Bombers
2022 FIELD USAGE CALCULATIONS

BASED ON PREVIOUS BOMBERS USAGE									
	Soper					Cutino			
2022 Bombers FIELD USAGE REQUESTED DATES Monday-Saturday	Sunday 8/7 9am-1pm for tryouts & Tuesdays & Thursdays 5:30pm - 7:30pm					Seaside Raiders have use of Cutino Monday - Friday, 5pm-7pm (7/25-8/19) They will go to Tue/Wed/Th starting 8/23. Request is for Mon & Wed from 6pm-8pm & Saturdays 4-9			
			4hrs field usage						
Days	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	Light Fee per hour	Total
Saturday, July 30, 2022									\$0.00
Sunday, July 31, 2022									
Monday, August 1, 2022				\$32.50	#VALUE!	\$43.50	1	\$32.50	\$76.00
Tuesday, August 2, 2022	\$58.00			\$32.50	\$58.00				\$0.00
Wednesday, August 3, 2022				\$32.50	\$0.00	\$43.50	1	\$32.50	\$76.00
Thursday, August 4, 2022	\$58.00			\$32.50	\$58.00				\$0.00
Friday, August 5, 2022				\$32.50	\$0.00				\$0.00
Saturday, August 6, 2022						\$116.00	1	\$32.50	\$148.50
Sunday, August 7, 2022	\$212.00			\$32.50	\$212.00				
Monday, August 8, 2022				\$32.50	\$0.00	\$43.50	1	\$32.50	\$76.00
Tuesday, August 9, 2022	\$58.00			\$32.50	\$58.00				\$0.00
Wednesday, August 10, 2022				\$32.50	\$0.00	\$43.50	1	\$32.50	\$76.00
Thursday, August 11, 2022	\$58.00			\$32.50	\$58.00				\$0.00
Friday, August 12, 2022				\$32.50	\$0.00				\$0.00
Saturday, August 13, 2022						\$116.00	1	\$32.50	\$148.50
Sunday, August 14, 2022									
Monday, August 15, 2022				\$32.50	\$0.00	\$43.50	1	\$32.50	\$76.00
Tuesday, August 16, 2022	\$58.00			\$32.50	\$58.00				\$0.00
Wednesday, August 17, 2022				\$32.50	\$0.00	\$43.50	1	\$32.50	\$76.00
Thursday, August 18, 2022	\$58.00			\$32.50	\$58.00				\$0.00
Friday, August 19, 2022				\$32.50	\$0.00				\$0.00
Saturday, August 20, 2022						\$116.00	1	\$32.50	\$148.50
Sunday, August 21, 2022									

Central Coast Bombers
2022 FIELD USAGE CALCULATIONS

BASED ON PREVIOUS BOMBERS USAGE									
	Soper					Cutino			
2022 Bombers FIELD USAGE REQUESTED DATES Monday-Saturday	Sunday 8/7 9am-1pm for tryouts & Tuesdays & Thursdays 5:30pm - 7:30pm					Seaside Raiders have use of Cutino Monday - Friday, 5pm-7pm (7/25-8/19) They will go to Tue/Wed/Th starting 8/23. Request is for Mon & Wed from 6pm-8pm & Saturdays 4-9			
			4hrs field usage						
Days	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	Light Fee per hour	Total
Monday, August 22, 2022				\$32.50	\$0.00	\$58.00			\$58.00
Tuesday, August 23, 2022	\$58.00			\$32.50	\$58.00				\$0.00
Wednesday, August 24, 2022				\$32.50	\$0.00	\$43.50	1	\$32.50	\$76.00
Thursday, August 25, 2022	\$58.00			\$32.50	\$58.00				\$0.00
Friday, August 26, 2022				\$32.50	\$0.00				\$0.00
Saturday, August 27, 2022						\$116.00	1	\$32.50	\$148.50
Sunday, August 28, 2022									
Monday, August 29, 2022				\$32.50	\$0.00	\$58.00			\$58.00
Tuesday, August 30, 2022	\$58.00			\$32.50	\$58.00				\$0.00
Wednesday, August 31, 2022				\$32.50	\$0.00	\$43.50	1	\$32.50	\$76.00
Thursday, September 1, 2022	\$58.00			\$32.50	\$58.00				\$0.00
Friday, September 2, 2022				\$32.50	\$0.00				\$0.00
Saturday, September 3, 2022						\$116.00	1	\$32.50	\$148.50
Sunday, September 4, 2022									
Monday, September 5, 2022				\$32.50	\$0.00	\$58.00			\$58.00
Tuesday, September 6, 2022	\$58.00			\$32.50	\$58.00				\$0.00
Wednesday, September 7, 2022				\$32.50	\$0.00	\$43.50	1	\$32.50	\$76.00
Thursday, September 8, 2022	\$58.00			\$32.50	\$58.00				\$0.00
Friday, September 9, 2022				\$32.50	\$0.00				\$0.00
Saturday, September 10, 2022						\$116.00	1	\$32.50	\$148.50
Sunday, September 11, 2022									
Monday, September 12, 2022				\$32.50	\$0.00	\$58.00			\$58.00
Tuesday, September 13, 2022	\$58.00			\$32.50	\$58.00				\$0.00

Central Coast Bombers
2022 FIELD USAGE CALCULATIONS

BASED ON PREVIOUS BOMBERS USAGE									
	Soper					Cutino			
2022 Bombers FIELD USAGE REQUESTED DATES Monday-Saturday	Sunday 8/7 9am-1pm for tryouts & Tuesdays & Thursdays 5:30pm - 7:30pm					Seaside Raiders have use of Cutino Monday - Friday, 5pm-7pm (7/25-8/19) They will go to Tue/Wed/Th starting 8/23. Request is for Mon & Wed from 6pm-8pm & Saturdays 4-9			
			4hrs field usage						
Days	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	Light Fee per hour	Total
Wednesday, September 14, 2022				\$32.50	\$0.00	\$43.50	1	\$32.50	\$76.00
Thursday, September 15, 2022	\$58.00			\$32.50	\$58.00				\$0.00
Friday, September 16, 2022				\$32.50	\$0.00				\$0.00
Saturday, September 17, 2022						\$116.00	1	\$32.50	\$148.50
Sunday, September 18, 2022									
Monday, September 19, 2022				\$32.50	\$0.00	\$58.00			\$58.00
Tuesday, September 20, 2022	\$58.00			\$32.50	\$58.00				\$0.00
Wednesday, September 21, 2022				\$32.50	\$0.00	\$43.50	1	\$32.50	\$76.00
Thursday, September 22, 2022	\$58.00			\$32.50	\$58.00				\$0.00
Friday, September 23, 2022				\$32.50	\$0.00				\$0.00
Saturday, September 24, 2022						\$116.00	1	\$32.50	\$148.50
Sunday, September 25, 2022									
Monday, September 26, 2022				\$32.50	\$0.00	\$58.00			\$58.00
Tuesday, September 27, 2022	\$58.00			\$32.50	\$58.00				\$0.00
Wednesday, September 28, 2022				\$32.50	\$0.00	\$43.50	1	\$32.50	\$76.00
Thursday, September 29, 2022	\$58.00			\$32.50	\$58.00				\$0.00
Friday, September 30, 2022				\$32.50	\$0.00				\$0.00
Saturday, October 1, 2022						\$116.00	1	\$32.50	\$148.50
Saturday, October 22, 2022									
Monday, October 3, 2022				\$32.50	\$0.00	\$58.00			\$58.00
Tuesday, October 4, 2022	\$58.00			\$32.50	\$58.00				\$0.00
Wednesday, October 5, 2022				\$32.50	\$0.00	\$43.50	1	\$32.50	\$76.00
Thursday, October 6, 2022	\$58.00			\$32.50	\$58.00				\$0.00

Central Coast Bombers
2022 FIELD USAGE CALCULATIONS

BASED ON PREVIOUS BOMBERS USAGE									
	Soper					Cutino			
2022 Bombers FIELD USAGE REQUESTED DATES Monday-Saturday	Sunday 8/7 9am-1pm for tryouts & Tuesdays & Thursdays 5:30pm - 7:30pm					Seaside Raiders have use of Cutino Monday - Friday, 5pm-7pm (7/25-8/19) They will go to Tue/Wed/Th starting 8/23. Request is for Mon & Wed from 6pm-8pm & Saturdays 4-9			
			4hrs field usage						
Days	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	Light Fee per hour	Total
Friday, October 7, 2022				\$32.50	\$0.00				\$0.00
Saturday, October 8, 2022						\$116.00	1	\$32.50	\$148.50
Sunday, October 9, 2022									
Monday, October 10, 2022				\$32.50	\$0.00	\$58.00			\$58.00
Tuesday, October 11, 2022	\$58.00			\$32.50	\$58.00				\$0.00
Friday, October 12, 2012				\$32.50	\$0.00	\$43.50	1	\$32.50	\$76.00
Thursday, October 13, 2022	\$58.00			\$32.50	\$58.00				\$0.00
Friday, October 14, 2022				\$32.50	\$0.00				\$0.00
Saturday, October 15, 2022						\$116.00	1	\$32.50	\$148.50
Sunday, October 16, 2022									
Monday, October 17, 2022				\$32.50	\$0.00	\$58.00			\$58.00
Tuesday, October 18, 2022	\$58.00			\$32.50	\$58.00				\$0.00
Wednesday, October 19, 2022				\$32.50	\$0.00	\$43.50	1	\$32.50	\$76.00
Tuesday, October 20, 2020	\$58.00			\$32.50	\$58.00				\$0.00
Friday, October 21, 2022				\$32.50	\$0.00				\$0.00
Saturday, October 22, 2022						\$116.00	1	\$32.50	\$148.50
Sunday, October 23, 2022									
Monday, October 24, 2022				\$32.50	\$0.00	\$58.00			\$58.00
Tuesday, October 25, 2022	\$58.00			\$32.50	\$58.00				\$0.00
Wednesday, October 26, 2022				\$32.50	\$0.00	\$43.50	1	\$32.50	\$76.00
Thursday, October 27, 2022	\$58.00			\$32.50	\$58.00				\$0.00
Friday, October 28, 2022				\$32.50	\$0.00				\$0.00
Saturday, October 29, 2022						\$116.00	1	\$32.50	\$148.50

Central Coast Bombers
2022 FIELD USAGE CALCULATIONS

BASED ON PREVIOUS BOMBERS USAGE									
	Soper					Cutino			
2022 Bombers FIELD USAGE REQUESTED DATES Monday-Saturday	Sunday 8/7 9am-1pm for tryouts & Tuesdays & Thursdays 5:30pm - 7:30pm					Seaside Raiders have use of Cutino Monday - Friday, 5pm-7pm (7/25-8/19) They will go to Tue/Wed/Th starting 8/23. Request is for Mon & Wed from 6pm-8pm & Saturdays 4-9			
			4hrs field usage						
Days	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	Light Fee per hour	Total
Sunday, October 30, 2022									
Monday, October 31, 2022									
Tuesday, November 1, 2022									
Wednesday, November 2, 2022									
Thursday, November 3, 2022									
Friday, November 4, 2022									
Amount requesting to be waived					\$1,720.00	\$2,784.00		\$942.50	\$3,726.50
FIELDS	TOAL FIELD USE	LIGHTS FEE	BBQ Area Fee	Hard Cost staff hours	Hard Cost Restroom Supplies	TOTAL			
SOPER	\$1,604.00	\$0.00	\$0.00	\$990.00	\$750.00	\$3,344.00			
CUTINO	\$2,784.00	\$942.50	\$0.00	\$990.00	\$750.00	\$3,726.50			
	\$4,388.00	\$942.50	\$0.00	\$1,980.00	\$1,500.00	\$8,810.50			



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dominique Davis, City Clerk

DATE: August 4, 2022

**SUBJECT: ADOPT A RESOLUTION FOR DESIGNATION OF VOTING
DELEGATES AND ALTERNATES FOR THE LEAGUE OF
CALIFORNIA CITIES ANNUAL CONFERENCE AND EXPO BEING
HELD SEPTEMBER 7-9, 2022, IN LONG BEACH, CALIFORNIA**

RECOMMENDATION

Appoint Mayor Ian Oglesby and an alternate as the voting delegates at the conference.

BACKGROUND

The League of California Cities, of which the City of Seaside is a member, is hosting their annual Annual Conference & Expo on September 7-9, 2022, in Long Beach, CA. An important part of the Annual Conference is the Annual Business Meeting on Friday, September 9. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy. The policy resolutions are on issues of statewide importance that have direct bearing on municipal affairs that are of broad municipal interest.

Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the City Council. Voting delegates must be registered for the conference.

Mayor Oglesby is registered for the conference and it is recommended that he be designated as the voting delegate for the conference.

FISCAL IMPACT

None for this action, there is a cost associated with conference registration.

ATTACHMENTS

1. Resolution
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is written over a horizontal line.

Jaime M. Fontes, City Manager

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

DESIGNATING VOTING DELEGATES AND ALTERNATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE SEPTEMBER 7-9, 2022

WHEREAS, The League of California Cities (the League) is an association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence policy decisions that affect cities; and

WHEREAS, the City of Seaside is a voting member of the League; and

WHEREAS, at the annual business meeting, the League adopts policy resolutions on issues of statewide importance that have direct bearing on municipal affairs and that are of broad municipal interest; and

WHEREAS, voting delegates must be registered for the League Annual Conference held September 7-9, 2022; and

WHEREAS, in order to vote on the League of California Cities' Annual Policy Resolutions, the City Council must designate one (1) voting delegate and up to two (2) alternates to vote at the Annual League of California Cities' business meeting during the conference.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Seaside designates Mayor Ian Oglesby as the voting delegate for the Annual Conference held on September 7-9, 2022.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 4th day of August 2022 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Ben Nurse, Housing Program Manager

DATE: August 4, 2022

**SUBJECT: ADOPT A RESOLUTION ACCEPTING \$330,000.00 IN
EMERGENCY RENTAL ASSISTANCE PROGRAM (ERAP-2)
FUNDING**

RECOMMENDATION

Accept the United Way Monterey County Rent and Utility Assistance Relief Program (ERAP-2) grant funds in the amount of \$330,000, authorize the City Finance Director to make the necessary financial transactions, and authorize the City Manager to execute the Community Impact Grant Agreement between United Way Monterey County and City of Seaside.

BACKGROUND

On March 18, 2021, City Council accepted a grant award of \$575,000 from Monterey County and United Way's SB91 Emergency Rental Assistance Program (ERAP) for the City of Seaside's Residential Rent and Utility Assistance Program to assist Seaside residents who are facing housing instability because of loss or reduction in income due to the COVID-19 crisis.

State Bill 91 authorizing the Emergency Rental Assistance Program (ERAP) provided rental assistance at 80% of past due amounts. In June 2021, California Assembly Bill 832 increased the rental assistance to 100% for renters previously assisted and for new applicants.

On September 16, 2021, City Council accepted additional program funding from Monterey County and United Way in the amount of \$1,016,648.00 to support the City's residential rent and utility assistance, specifically allotting \$926,832.00 to be used for direct assistance to qualified recipients under the program and \$89,816.00 to pay for an administrative assistance to support the program.

Additionally, Council approved a full-time Administrative Assistant position in the Housing Fund budget beginning January 1, 2022, with a fully burdened cost of approximately \$89,916.00 annually.

On June 2, 2022, City Council accepted additional program funding from Monterey County and United Way for the Emergency Rental Assistance Program (ERAP-1) in the amount of \$300,000.00 to support the City's residential rent and utility assistance to assist Seaside residents who are facing housing instability because of the loss or reduction in income due to the COVID-19 crisis. The money had to be spent by September 30, 2022 or returned back to Monterey County and United Way. The City has not allocated any of this additional ERAP-1 \$300,000.00 to any applicants due to the inability to verify a specific COVID-19 related impact on recent applicants' ability to pay their rent or utility. Staff has had to deny many applicants who could not confirm a COVID-related impact to their finances.

Monterey County and United Way offered the City \$330,000.00 in Emergency Rental Assistance Program (ERAP-2) funding, which would support the City's residential rent and utility assistance to assist Seaside residents who are facing housing and financial instability with no COVID-19 impact required for the assistance. \$30,000.00 of the funding will be allocated to administrative costs. In exchange, the United Way has reallocated the \$300,000.00 in ERAP-1 funds to the City of Salinas's rental assistance program.

ERAP-2 funding will need to be spent by September 30, 2023 or returned back to Monterey County and United Way. The extended time frame will allow the City more time to utilize the funds and assist more Seaside residents struggling to pay their rent and utilities.

This \$330,000.00 will bring the total funds granted from United Way to the City of Seaside for its Residential Rent and Utility Assistance Program to \$1,921,648.00.

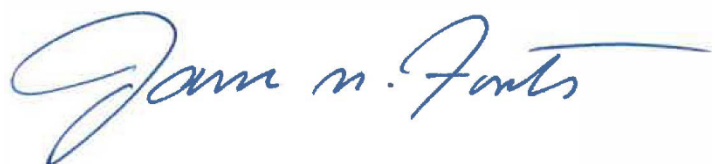
FISCAL IMPACT

No impact on the General Fund.

ATTACHMENTS

1. Resolution
2. ERAP 2 Grant Agreement

Reviewed for Submission to the City Council by:



Item

Jaime M. Fontes, City Manager

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE ACCEPTING \$330,000.00 IN FUNDING FROM MONTEREY COUNTY AND UNITED WAY'S EMERGENCY RENTAL ASSISTANCE PROGRAM (ERAP-2) FOR THE RESIDENTIAL UTILITY AND RESIDENTIAL RENTAL ASSISTANCE PROGRAM, AUTHORIZE THE FINANCE DIRECTOR TO ADJUST THE GENERAL FUND FOR THIS GRANT, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT FOR THIS GRANT.

WHEREAS, A global coronavirus pandemic resulted in shelter-in-place orders being declared on March 17, 2020 by the Monterey County Health Official; and

WHEREAS, the ensuing economic decline adversely affected Seaside residents, resulting in many households seeing a decline in income, which led to non-payment of rent and utility bills, which put basic needs like housing and utilities at risk; and

WHEREAS, On March 18, 2021, City Council accepted a grant award of \$575,000 from Monterey County and United Way's SB91 Emergency Rental Assistance Program (ERAP-1) to support the City of Seaside's residential rent and utility assistance program for a segment of Seaside residents who could demonstrate a direct financial impact from the COVID-19 pandemic; and

WHEREAS, On September 16, 2021, City Council accepted additional program funding from Monterey County and United Way in the amount of \$1,016,648.00 to support the City's residential rent and utility assistance, specifically allotting \$926,832.00 to be used for direct assistance to qualified recipients under the program and \$89,816.00 to pay for an administrative assistant to support the program; and

WHEREAS, Council approved a full-time Administrative Assistant position in the Housing Fund budget beginning January 1, 2022, with a fully burdened cost of approximately \$89,916.00 annually; and

WHEREAS, On June 2, 2022, City Council accepted additional program funding from Monterey County and United Way (ERAP-1) in the amount of \$300,000.00 to support the City's residential rent and utility assistance program.

WHEREAS, The City has not allocated any of this additional ERAP-1 \$300,000.00 to any applicants. As the pandemic has extended years beyond the initial job losses and business closures, it has become more difficult to verify a specific COVID-19 related impact on recent applicants' ability to pay their rent or utility. Staff has had to deny many waitlisted applicants who could not confirm a COVID-related impact to their finances.

WHEREAS, Monterey County and United Way Emergency Rental Assistance Program (ERAP-2) have granted the City \$330,000.00 in funding for the City's residential rent and utility assistance program, specifically allotting \$300,000.00 to be used for direct assistance to qualified recipients under the program and \$30,000.00 to pay for administrative support for the program. The ERAP-2 funding does not require applicants to demonstrate an impact from COVID-19. In exchange for the ERAP-2 funding, United Way will reallocate the

\$300,000.00 in ERAP-1 funds to the City of Salinas’s rental assistance program;
and

WHEREAS, the \$330,000.00 in funding will bring the total funds granted from United Way to the City of Seaside for its Residential Rent and Utility Assistance Program from ERAP-1 and ERAP-2 to \$1,921,648.00.

NOW, THEREFORE BE IT RESOLVED, the City of Seaside accepts the \$330,000.00 in grant funds from the Monterey County and United Way Emergency Rental Assistance Program (ERAP-2) to be used for the City of Seaside’s residential rent and utility assistance program, authorizes the City Finance Director to adjust the general fund (100-7410-4201 & 100-7410-4202) for the grant, and authorize the City Manager to execute a new contract for this grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 4th day of August, 2022

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

**COMMUNITY IMPACT GRANT AGREEMENT
BETWEEN
UNITED WAY MONTEREY COUNTY AND GRANTEE**

City of Seaside

This Community Impact Grant Agreement (“Agreement”) is made and effective as of the date this Agreement is fully executed by and between United Way Monterey County (UWMC) and Grantee (“Effective Date”). Funds from UWMC granted pursuant to this Agreement (“Grant Funds”) shall be used by Grantee only for the purposes described in this Agreement and are subject to Grantee’s acceptance of and compliance with the terms and conditions set forth in this Agreement. This Agreement shall be effective upon execution by duly authorized representatives of UWMC and Grantee.

GRANT SUMMARY

Grantee Name: City of Seaside (“Grantee”)

Grant Funds Amount:

Funding Source (Federal & State)	Direct Assistance (Rent & Utilities)	Indirect Assistance (Administration)	Total Funding Amount
State	\$300,000.00	\$30,000.00	\$330,000.00

Grant Agreement Term (“Agreement Term”): July 1, 2022 – September 30, 2023

Grant Funds Distribution Period (“Distribution Period”): July 1, 2022 – September 30, 2023

(All grant funds must be distributed no later than September 30, 2023.)

Final Report Due: No Later Than October 31, 2023

RECITALS

- A. UWMC is partnering with Monterey County Department of Social Services to distribute Federal and State Emergency Rent Assistance Program funds to eligible low-income households in Monterey County. The Monterey County Emergency Rent Assistance Program targets low-income residents and landlords adversely impacted by the COVID-19 pandemic, assisting residents throughout Monterey County who may be at risk of becoming homeless.
- B. For the purposes of this Grant and the distribution of Grant Funds sourced from the U.S. Treasury, under Federal Rules and Regulations and as defined in the Federal Register, the County of Monterey is considered a “Recipient” of the Federal funds, UWMC is considered a “Contractor” of the County, and the Grantee is considered a “Subrecipient” of the Federal funds portion of the Grant Funds.

AGREEMENT

1. **Grant Purpose.** The purpose of Monterey County Emergency Rent Assistance Program (MCERAP) is to distribute funding to provide rental and utility assistance to low-income eligible households located in Monterey County (“Participants”) that are facing housing instability because of loss or reduction in income due to the COVID-19 pandemic.
2. **Use of Grant Funds.** Grantee certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant,

the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2.1 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 2.2 Grantee shall require that the language of this certification above be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 2.3 Grantee confirms that it retains full discretion and control over the process of selecting any persons or organizations or any equipment, supplies, or products, to carry out the purposes of this Grant under this Agreement, completely independent of UWMC. Grantee confirms that there is no agreement, either written or oral, that UWMC can cause the selection of particular persons or organizations or direct the use of Grant Funds for any particular expenditure.
- 2.4 If something unexpected occurs preventing Grantee from extending services and subsequently expending all Grant Funds during the Distribution Period as set forth in this Agreement, Grantee is required to notify UWMC immediately so an alternate program plan can be developed. This includes turnover of key project staff. Except as otherwise provided in this Agreement for past due rent and utilities charges, Grant Funds may not be used for expenses incurred prior to the Distribution Period.
- 2.5 The Grant Funds are not intended to be used in any attempt to influence legislation within the meaning of the Internal Revenue Service (IRS) Code 4945(e). No agreement, oral or written, to that effect has been made between UWMC and Grantee. Grantee will not use any portion of the Grant Funds to influence the outcome of any specific election for candidates to public office, to carry on any voter registration drive except as provided in IRS code 4945(f), to induce or encourage violations of law or public policy, to cause any private inurement, or improper private benefit to occur.
3. **Distribution of Grant Funds.** Grant funds must be expended by September 30, 2023. No changes may be made in timing or budgetary use of the Grant Funds without express prior written approval from UWMC. Grantee will provide documentation of Indirect Assistance expenditures with invoices submitted to UWMC for Distribution of Grant Funds. Grant Funds will be subject to the following:
 - 3.1 **Undistributed Grant Funds.** Any undistributed Grant Funds designated as Direct Assistance held by Grantee as of the end of business on May 31, 2023, shall be returned and paid to UWMC no later than June 15, 2023.
 - 3.2 **Grant Funds Advance.** In order to assist Grantee with cashflow management in the first (1st) month of the Distribution Period, UWMC shall carry over the advance provided to Grantee outlined in the original Community Impact Agreement effective 3/12/21.
 - 3.3 **Monthly Payments.** Additional payments of Grant Funds to Grantee will be reimbursements based on Grantee's complete and timely monthly reports pulled from the program software. UWMC will make its best efforts to pay Grantee within thirty (30) days of receiving a completed monthly report from Grantee.

4. **Eligibility Requirements for Grant Funds Distribution.** Grantee shall ensure, verify, and document that all Participants in this Grant Program meet all the following eligibility conditions and requirements:

- 4.1 **Location.** Participants must reside within the boundaries of Monterey County on property located within the geographic boundaries of the County of Monterey.
- 4.2 **Income.** Participants must meet all income eligibility guidelines defined as at or below eighty percent (80%) of the Area Median Income (AMI) for Monterey County, and Grantee shall give priority to eligible households at or below fifty percent (50%) of AMI, as illustrated in the following chart. Please note that this information is subject to change pending 2022 annual updates:

Household	1 Person	2 People	3 People	4 People	5 People	6 People
80% AMI	\$56,950	\$65,100	\$73,250	\$81,350	\$87,900	\$94,400
50% AMI	\$35,600	\$40,700	\$45,800	\$50,850	\$54,950	\$59,000

- 4.3 **Rent/Utilities Cap.** Grant Funds distributed to a Participant (recipient head of household) shall not exceed an amount equal to eighteen (18) months of assistance per Participant household. Participants are eligible of 18 months assistance for rent and 12 months of utility bill assistance. Future assistance may not exceed three (3) months distributed at one time. Amounts in arrears for rent and utilities must be paid prior to amounts for future costs. Any utilities included in the cost of rent paid to the property owner/landlord/manager shall count as rental assistance for the purposes of reporting for this program.

If a Participant benefited from the ERAP 1 program the cumulative benefit for both ERAP 1 and ERAP 2 is 18 months for both rent and utility bill assistance.

- 4.4 **Rent Agreement.** Participant shall confirm and Grantee must verify that an agreement exists between property owner/landlord and Participant (recipient head of household) pertaining to rent for the household. Grantee shall make payment directly to the property owner/landlord/manager except in cases where the relationship has been verified but the property owner/landlord/manager is unwilling to participate.
- 4.5 **Utilities Agreement.** Participant shall provide and Grantee must verify that an agreement exists between utility company and Participant (recipient head of household) pertaining to utilities for the household. Grantee shall make payment directly to the utility company.
5. **Participant Documentation/Grantee Required Activities.** Potential Participants will access Grantee through either a 211-call referral or through an online portal application referral based on established qualifying criteria. Grantee will be able to screen applicants to determine eligibility using the program software.
- 5.1 **Eligibility Documentation.** Grantee will contact eligible applicants to determine the process for receiving documentation demonstrating Participant's eligibility. Qualifying documentation provided to Grantee shall include: (i) a lease or landlord letter, (ii) utility bills, (iii) landlord address, (iv) IRS Form W9 tax information for the landlord, (v) copy of applicant's identification, and (vi) attestation or proof of applicant's income. All documents shall be vetted by Grantee following the guidelines outlined in UWMC's Fraud Prevention Policy and Landlord non-compliance procedures.
- 5.2 **Grantee Activities.** In order to participate in this Grant Program, Grantee agrees to the following Grant Program requirements:
- Participate in all software training and receive ongoing technical assistance;
 - Appoint staff to receive referrals, screen participants, provide case management support for participants and administer the benefits;

- Meet weekly as needed with UWMC and other stakeholders to troubleshoot and address challenges;
- Monitor referral emails and document when referrals result in rent and or utility assistance in the program software;
- Offer to make Smart Referrals using Smart Referral software for clients to other needed Monterey County health and human services using the Smart Referral software; make best effort to provide at least one third of program beneficiaries with Smart Referrals. Follow up on Smart Referrals to ensure referrals result in services.
- Develop a process for receiving and verifying documents from potential Participants;
- Store residents' documents in agency's files (electronic or hard copy) system for a minimum of 5 years.
- Document the amount paid, the payee type, category of assistance, months in arrears and prospective benefits paid, check numbers, payment dates, and the funding source in the program software;
- Participate in monthly Active Referral Network meetings; and
- Maintain up to date program and email address contact information in the 211 iCarol database.

6. **Required Reports.** Grantee is responsible for maintaining books and records of all Grant Funds received and the expenses incurred until all requirements under this Agreement have been fulfilled and will provide additional detail to UWMC within ten (10) days upon request by UWMC. Grantee shall file with UWMC monthly reports on progress towards Grantee requirements under this Agreement and a final report.

6.1 **Monthly Report.** Grantee shall report monthly by ensuring payment data is entered into the program software no later than five (5) business days after payment to client is made. Monthly reports generated from the program software and from the Smart Referral Software shall include the following information:

- The number, type and date of payments made;
- The number of Smart Referrals made to other local health and human services
- The number of Smart Referrals made to other health and human services that result in services
- The dollar amount of payments made per benefit: Rent, Internet, Other Housing, and/or Utility Assistance;
- Landlord and/or utility provider contact information;
- Number of months and amounts of arrears and future rent provided;

6.2 **Monthly Cost Reimbursement Request.** Not later than the eighth (8th) day of each month, Grantee shall email to UWMC a request for Indirect Assistance cost reimbursement using the template provided by UWMC. Grantee shall also include compelling success stories and personal accounts of how this Grant Program has helped to support low income households.

6.3 **Final Report.** Grantee shall submit a final report to UWMC not later than **October 31st, 2023**. The final report shall provide cumulative results data and include the following:

- Lessons learned and organizational/programmatic changes made as a result of this work;
- Challenges highlighted and recommendations to address in future activities;
- Description of the most significant result achieved through the program; and
- A detailed account showing how Grant Funds were distributed and expended based upon the budget Grantee submitted with its proposal.

7. **Confidentiality and Privacy.** Each party recognizes the importance of the other party's Confidential Information. In particular, each party recognizes and agrees that the Confidential Information of the other is critical and valuable to their respective businesses and that neither party would enter into this Agreement without assurance that such information will be distributed only on a need to know basis and will be protected at least at the same level as the party uses to protect its own confidential information. By signing this agreement, each party agrees to only use personal information for the express purpose of making referrals and providing services. Neither party shall include any Participant Protected Health Information when making referrals. Refer to Attachment D for HIPAA compliance certification. By entering

into this Agreement, Grantee agrees to the terms and conditions of the HIPAA Certification attached as Attachment D to this Agreement and incorporated by this reference.

8. **Media and Marketing.** Grantee is expected to visibly recognize UWMC in all appropriate places including, but not limited to, marketing materials, websites, presentations to donors or community groups; using UWMC's name or logo when communicating about the services made possible by this Grant or doing interviews related to it. UWMC encourages Grantees to make announcements about this Grant award. UWMC also welcomes Grantee's photos reflecting services made possible by the Grant. A copy of a photo release form and instructions for publicizing the Grant will be provided by UWMC via email upon receipt of this signed Agreement. UWMC may include information about this Grant in its periodic public records and may also refer to this Grant in press releases. By accepting these Grant Funds, Grantee agrees to such disclosures. Grantee Shall maintain an up-to-date profile in the 211 Monterey County database. UWMC will use best efforts to provide appropriate marketing and outreach to spread awareness about the services Grantee is providing, in addition to listing service locations on the UWMC website.
9. **Organizational Excellence.** Grantee shall:
 - 9.1 Complete periodic financial audits by an independent, certified public accountant. Audits must document financial management in accordance with recognized and accepted accounting principles. Generally, audits must be conducted annually, no later than six (6) months after the close of Grantee's fiscal year.
 - 9.2 Maintain a non-discrimination policy in compliance with applicable federal, state and local laws, and provide a copy of this policy to UWMC as requested.
 - 9.3 Retain financial responsibility for its affairs, including all financial obligations, fiscal solvency, and any deficits it may incur.
 - 9.4 Notify UWMC, in writing, of significant changes in the Grantee's senior or programmatic leadership, including executive staff, and Board of Directors within fifteen (15) days of said changes and/or any investigation by any policy agency, government treasury department investigation or any other regulatory agency investigation within fifteen (15) days of becoming aware of such investigation.
10. **Termination.** UWMC or Grantee shall have the right to terminate this Agreement without stating a cause or reason upon sixty (60) days' prior written notice to the other party. UWMC or Grantee shall have the right to terminate this Agreement upon thirty (30) days written notice in the event that the other party shall in any material way breach this Agreement or default in the performance of any of its obligations as described in this Agreement.
 - 10.1 **Insolvency.** This Agreement shall terminate automatically and without required written notice, upon the voluntary or involuntary dissolution of either party, upon the filing of a petition by either party seeking relief from its creditors under any federal or state bankruptcy or insolvency law, upon the appointment of a receiver for either party or upon the execution by either party of an assignment for the benefit of creditors.
 - 10.2 **Repayment of Grant Funds.** UWMC reserves the right to require repayment of any unexpended Grants Funds if necessary, in UWMC's sole and absolute judgement, to comply with any law or regulation applicable to this grant. In this event, UWMC will notify Grantee in writing and provide an opportunity to respond.
11. **General Provisions.** Grantee shall not assign, subcontract, or transfer its interest or obligations under this Agreement. If any portion of this Agreement is found to be in conflict with any applicable laws, such portion shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall continue to be in full force and effect. This Agreement shall be governed by the laws of the State of California.

12. **Program Point of Contact.** The following individuals are the primary points of contact for the respective parties for this Grant Program under this Agreement.

<u>Party</u>	<u>Name</u>	<u>Contact Information</u>
UWMC	Kelly DeWolfe	kelly.dewolfe@unitedwaymcca.org
City of Seaside	Ben Nurse	bnurse@ci.seaside.ca.us

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter, and supersedes all prior agreements, representations, and understandings. No modification of the Agreement shall be binding unless in writing and signed by the parties.

This Agreement is hereby executed by duly authorized officers of the parties and shall be effective upon signature of both parties with the Effective Date being the last date of signature.

UWMC
United Way Monterey County

GRANTEE
City of Seaside

By: Katy Castagna
Katy Castagna, President and CEO

By: _____
Jaime Fontes, City Manager

Date: 7/8/22

Date: _____

Address for notice:

United Way Monterey County
Attn: President and CEO
60 Garden Court, Suite 350
Monterey, CA 93940

Address for notice:

City of Seaside
Attn: Ben Nurse
440 Harcourt Avenue
Seaside, CA 93955

ATTACHMENT D

HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA) CERTIFICATION

- A. Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information, and pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 ("HIPAA Privacy Rule").
- B. Grantee and United Way have entered into an Agreement ("Agreement") to which this Certification is an attachment whereby Grantee will provide certain services to United Way, pursuant to which Grantee may have access to Protected Health Information in fulfilling its responsibilities under the Agreement. In consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of United Way.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Grantee acknowledges and agrees that all Protected Health Information that is created or received by United Way and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by United Way, or its operating units, to grantee or is created or received by grantee on United Way's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

(a) Grantee agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom United Way is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement, (if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and

(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of United Way, whichever occurs first, if feasible grantee will return or destroy all Protected Health Information received from or created or received by grantee on behalf of United Way that grantee still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, grantee will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by grantee on behalf of United Way, agrees to the same restrictions and conditions

that apply to grantee with respect to such information. In addition, grantee agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause grantee to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, grantee may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of grantee or to carry out the legal responsibilities of grantee, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Grantee obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies grantee of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by grantee for the health care operations of United Way pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means combining Protected Health Information by grantee with the protected health information received by grantee in its capacity as grantee of another United Way, to permit data analyses related to health care operations of the respective covered entities.

(c) Grantee will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit grantee's records and practices related to use and disclosure of Protected Health Information to ensure compliance with the terms of the HIPAA Privacy Rule. Grantee shall report to United Way any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, Grantee agrees to mitigate, to the extent practicable, any harmful effect that is known to grantee of a use or disclosure of Protected Health Information by Grantee in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

Grantee agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Grantee agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. Grantee agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, United Way shall have the right to terminate the Agreement immediately if United Way determines that grantee has violated any material term of this Certification and/or the Agreement. If United Way reasonably believes that grantee will violate a material term of this Certification and/or the Agreement and, where practicable, United Way gives written notice to grantee of such belief within a reasonable time after forming such belief, and grantee fails to provide adequate written assurances to United Way that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then United Way shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of grantee under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind grantee, its agents, employees, contractors, successors, and assigns.

The parties agree that, in the event that any documentation of the arrangement pursuant to which grantee provides services to United Way contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are

intended to establish the minimum requirements regarding grantee use and disclosure of Protected Health Information.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Patrick Grogan, Associate Engineer

DATE: August 4, 2022

SUBJECT: **ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS TO PERFORM AN ASSESSMENT OF THE SAN PABLO PEDESTRIAN BRIDGE FOR AN AMOUNT NOT TO EXCEED \$37,000.00, AND APPROPRIATING \$39,960.00 FROM THE GENERAL FUND TO THE PROJECT**

RECOMMENDATION

Adopt a resolution:

1. Approving a professional services agreement to perform an assessment, including a structural inspection, of the San Pablo Pedestrian Bridge for an amount not to exceed \$37,000.00;
2. Appropriating \$39,960.00 from the General Fund to the project budget;
3. Establishing an 8% contingency for a total project amount not to exceed \$39,960.00; and
4. Authorizing the City Manager to execute a professional services agreement with Whitson Engineers, and approve any amendments and extensions until completion of the project.

BACKGROUND

The San Pablo Pedestrian Bridge, spanning San Pablo Avenue and connecting Lincoln-Cunningham Park with Manzanita-Stuart Park, has not had an assessment or structural inspection for decades. The bridge was constructed in 1960, and may have exceeded its useful life span.

This project is not included in the fiscal year 2022/23 budget and capital program. The project is intended to have a registered Structural Engineer perform an element level

inspection of the structure based on current AASHTO procedures, and provide recommendations for maintenance, repair, or replacement of the structure.

Staff have determined they need the assistance of a registered Structural Engineer with experience in bridge inspections to determine if periodic maintenance, immediate repairs, or total replacement of the bridge is recommended. The City requested a proposal from Whitson Engineers to perform an assessment of the bridge; prepare a detailed inspection report; assess the load rating of the structure, and create a list of work recommendations to arrest any existing deterioration before it becomes a liability to the City or a safety hazard to the traveling public. Whitson is contracting with Quincy Engineering to assist them with the requested services. Staff have reviewed the proposal and find the scope and fee acceptable.

Staff recommends the City Council adopt a resolution appropriating \$39,960.00 from the General Fund for this project, and authorizing the City Manager to execute a professional services agreement with Whitson Engineers to perform the previously mentioned services for the San Pablo Pedestrian Bridge assessment, for an amount not to exceed \$37,000.00.

FISCAL IMPACT

The proposed professional services agreement with Whitson Engineers is for a not to exceed amount of \$37,000.00. An agreement contingency of 8%, or \$2,960.00, is appropriate for a project of this scope of work.

This item was not accounted for in the fiscal year 2022/23 budget. Based upon the services necessary for the project and the contingencies, an amount of \$39,960.00 from the General Fund is needed to complete the project.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement
3. Budget Impact FY23

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS FOR AN AMOUNT NOT TO EXCEED \$37,000.00 FOR THE SAN PABLO PEDESTRIAN BRIDGE ASSESSMENT, AND APPROPRIATING \$39,960.00 FROM THE GENERAL FUND TO THE PROJECT

WHEREAS, the San Pablo Pedestrian Bridge has not received a documented assessment in several decades; and

WHEREAS, maintenance and repairs may be required to ensure the bridge is in usable condition; and

WHEREAS, the proposed assessment should be performed by a registered Structural Engineer with experience inspecting bridge elements; and

WHEREAS, on July 11, 2022, Whitson Engineers provided a proposal for the project in response to the City's request, as they are approved on the City's On-Call list for Engineering Services; and

WHEREAS, Whitson Engineers provided a proposal in the amount of \$37,000.00; and

WHEREAS, a contingency of 8%, or \$2960.00, is appropriate for a bridge assessment; and

WHEREAS, Whitson Engineers and their subcontractors have successfully completed similar projects in the past; and

WHEREAS, the City has determined that the project budget including contingency, is \$39,960.00; and

WHEREAS, there is sufficient General Fund balance to fund the additional budget request; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves a fiscal year 2022/2023 budget appropriation in the amount of \$39,960.00 from the General Fund to the San Pablo Pedestrian Bridge Assessment Project, such that the

project budget is \$39,960.00, and directs the Finance Director to make appropriate budget adjustments; and

BE IT FURTHER RESOLVED that the City of Seaside City Council authorizes the City Manager to execute a professional services agreement with Whitson Engineers for an amount not to exceed \$37,000.00;

BE IT FURTHER RESOLVED that the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 8% contingency for written amendments to the professional services agreement outlined above such that the full value may not exceed \$39,960.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 4th day of August, 2022, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
SAN PABLO PEDESTRIAN BRIDGE ASSESSMENT**

THIS AGREEMENT, is made and effective, between the City of Seaside, a municipal corporation ("Agency") and Whitson Engineers, a 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 the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than July 30, 2023, 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. AGENCY MANAGEMENT

Agency's City Engineer shall represent Agency 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. Agency's City Manager shall be authorized to act on Agency'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 Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, 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 THIRTY SEVEN THOUSAND dollars (\$37,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(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 Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

(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 Agency 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 Agency 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 Agency 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 Agency 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 Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency 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, Agency 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 Agency 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 Agency 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 Agency 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 Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom 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 for a 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 finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.

(b) For All Other Liabilities

Notwithstanding the foregoing and without diminishing any rights of Agency under Section 9.A, for any liability, claim, demand, allegation against Agency arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Agency, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the Agency, except for the sole or active negligence of, or willful misconduct of the Agency.

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the Agency 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 Agency 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 Agency. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against Agency, or bind Agency 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, Agency shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for Agency. Agency 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 Agency, 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 Agency 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 Agency 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 Agency, 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 Agency's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency 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 Agency. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Agency notice of such court order or subpoena.

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants 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 thereunder or with respect to any project or property located within the Agency. Agency 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 Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

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 Agency: City of Seaside
440 Harcourt Ave
Seaside, CA 93955
Attention: City Clerk

To Consultant: Whitson Engineers
6 Harris Court
Monterey, CA 93940

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 Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, Nathaniel Milan, PE shall be the Project Manager and Engineer of Record for the services described in this Agreement.

The consultant may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of Nathaniel Milan, PE from Consultant's employ. Should he/she leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

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 Agency 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 the municipal, superior, or federal district court with jurisdiction over the Agency.

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

Consultant shall perform all services in a timely manner.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of Agency's Request for Proposal, Exhibit "A" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "A" hereto. In the event of conflict, the requirements of Agency'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.

CONSULTANT: Whitson Engineers

By: 
Andrew Hunter, PE,
Principal

Date: July 26, 2022

City of Seaside
A Municipal Corporation

Jaime M. Fontes, City Manager

Date: _____

Attachments:	Exhibit A	Scope of Work/Consultant Proposal
	Exhibit B	Insurance Requirements
	Exhibit C	Request for Proposal – Engineering Services

EXHIBIT A

SCOPE OF WORK/CONSULTANT PROPOSAL



EXHIBIT A

Civil Engineering + Land Surveying

6 Harris Court, Monterey, CA 93940 | 831.649.5225

whitsonengineers.com

July 11, 2022

Project No.: 2071.29

Patrick Grogan
City of Seaside, Public Works Engineering
610 Olympia
Seaside, CA 93955
Via email: PGrogan@ci.seaside.ca.us

Re: **Bridge Inspection Services for Cunningham Park Pedestrian Bridge Overcrossing
Proposal for Engineering Services**

Dear Mr. Grogan:

Thank you for the opportunity to make this proposal. Our proposed work scope is outlined in the attached proposal by Quincy Engineering, and work will be performed by Quincy Engineering as a subconsultant to Whitson Engineers.

We propose to do the above work on a Time and Materials basis, with a total fee estimate of \$37,000 (\$33,461 subconsultant fee estimate + 10% admin fee). Additional Services, if requested, will also be performed on a Time and Materials basis.

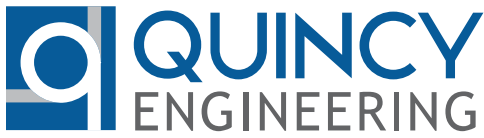
If you have any questions or need additional information, please contact me at (831) 649-5225.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Nathaniel Milam'.

Nathaniel Milam, PE, QSD
Senior Civil Engineer
RCE 76451

for
Richard Weber, PE, PLS, QSD
Principal
RCE 55219
LS 8002



Mr. Patrick Grogan
Associate Civil Engineer
City of Seaside, Public Works Engineering
610 Olympia
Seaside, CA 93955

June 30, 2022

Subject: Bridge Inspection Services for Cunningham Park Pedestrian Bridge Overcrossing

Dear Mr. Grogan,

Quincy Engineering (Quincy) is pleased to submit this proposal to the City of Seaside (City) for providing inspection services on the Cunningham Park Pedestrian Bridge Overcrossing (Bridge No. 44C014) in the City of Seaside, California. This proposal was prepared in response to your email request on June 15, 2022 and subsequent information provided including photos and Caltrans Bridge Inspection Report, dated 6/15/2020. Based on the information provided, it is our understanding the existing bridge constructed in 1960 is a single span bridge approximately 94 feet long. The superstructure consists of haunched laminated timber girders with a pressure treated timber plank deck and timber railings. The abutments are reinforced concrete seat type abutments with unknown foundations. Caltrans performed a routine inspection of the bridge on June 15, 2020 but did not perform an element level inspection of the bridge because the structure does not carry public vehicular traffic. The City is concerned about the structural integrity of the bridge and requested help from Quincy to provide a bridge inspection to evaluate the structural integrity of the bridge.

Our inspection will involve a close-up examination of the girders which will require access from the road below using mechanical equipment such as a boom lift. Since the bridge spans over the existing San Pablo Avenue, traffic control measures will be required to restrict lane access and provide room for the equipment required. We have added Traffic Management Incorporated to our project team to provide these traffic control services.

Enclosed is the scope of work and cost estimate for bridge inspection services. Quincy will provide the bridge inspection scope of services listed below for an estimated budget of \$33,461. A detailed proposed cost breakdown is included with this submittal.

The Quincy team looks forward to providing this bridge inspection so that the City can better understand the structural integrity of the existing bridge. I will be your primary point of contact on this project. If you have any questions or require additional information, please contact me anytime. I can be reached at the office at (916) 368-9181 or on my cell at (530) 400-2946.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Scott McCauley', is written over a light blue rectangular background.

Scott McCauley, P.E.
Project Manager



Detailed Scope of Work

Quincy Engineering, Inc. (Quincy) provides the following scope of work and attached corresponding fee to provide a bridge inspection of Cunningham Park Pedestrian Overcrossing bridge (Bridge No. 44C0104) in the City of Seaside (City). The assumed duration of this scope of work is 2 months from notice to proceed.

TASK 1 – PROJECT MANAGEMENT

Task 1.1 - Project Management

Quincy will coordinate inspection efforts with the City and its subconsultant to implement a safe and effective inspection operation. **Quincy** will develop, track, and lead the following project management tasks:

- Coordinate with the City and subconsultant,
- Monthly Invoices, Progress Reports, and Look-Ahead Summaries.

Task 1.2 - Meetings

Quincy will lead a phone conference project kick-off meeting with the City to discuss the project plan and schedule. **Quincy** will also attend a phone conference meeting following the submittal of the Draft Inspection Report.

In addition to these phone conference meetings, one in-person meeting is anticipated, at the City's discretion, to discuss project issues and review deliverables face-to-face.

A total of 3 PDT meetings (two phone conference and one in-person) have been assumed for this task.

Task 1 Products:

- 3 PDT Meetings
- Monthly Invoices
- Monthly Status Reports

TASK 2 – FIELD INSPECTION

Task 2.1 – Inspection Preparation

Quincy will utilize available records and forms to thoroughly prepare for the field work. This will include previous Bridge Inspection Reports and bridge As-built plans, if available.

Quincy will prepare and assemble a field Notebook for the bridge to allow the inspector to complete a thorough and efficient inspection. **Quincy** will prepare scaled plan views, elevations and detail diagrams showing and labeling individual bridge members using CAD. In the field, **Quincy** will utilize these diagrams with supplemental notes and sketches to identify the location of member defects in the field. This organized approach will aide in creating a map of the defects which can be easily transferred to the Inspection Report and work recommendations.

Task 2.2 – Field Inspection

Quincy will perform a field inspection of the bridge. For safety and efficiency, a team of two **Quincy** bridge inspectors will travel to the City of Seaside to perform the inspection. It is expected this inspection will be completed in one day. **Quincy** will coordinate the schedule for field inspection with the City and our subconsultant in advance to ensure any necessary encroachment permits and traffic control measures are secured. It is our understanding the City will waive the fee for the necessary encroachment permit.

While in the field, **Quincy** inspectors will perform the following:

Method

Quincy's inspectors will rely on visual inspection techniques as well as non-destructive testing, such as hammer sounding to aide in the assessment of member condition. No destructive testing will be performed. Minor invasive techniques, including probing and drill sampling, will be judiciously used with the City's permission.

Access

The top of the superstructure and the substructure are anticipated to be fully accessible for the inspection. Inspection of the soffit will require ladders and/or mechanical equipment such as a boom lift. Because the bridge spans over live

traffic, traffic control will be required during the inspection. Traffic control services will be provided by Traffic Management Incorporated (TMI), as subconsultant. TMI will provide flagging services on San Pablo Avenue on both sides of the bridge while traffic is reduced to a single lane. This will provide the bridge inspectors room to operate the boom lift and access the soffit of the bridge. After the first half of the soffit is inspected, the single lane of traffic will be shifted to the other side of the street so the other half can be inspected.

Inspection

Following the current Caltrans Element Level Inspection Manual (Sept 2016), **Quincy** will inspect and assess each structural member. Each member is assessed based on a standardized rubric so that the overall condition state of members can be quantified in the inspection report. This provides a detailed understanding of the current bridge condition. It also sets the baseline for a consistent inspection procedure which can be used in the future to develop useful bridge inspections records. These historical records can be useful for monitoring condition trends and aid in managing future maintenance efforts.

Documentation

Field notes will be taken during the site visit that include a log of the inspection and an overall assessment of the condition of affected areas of the bridge. This condition assessment will be based on the bridge item codes listed in the NBIS Coding Guide. Photos will be taken showing any defects and areas of concern.

Quincy inspectors will mark their findings on preprinted/hand-drawn diagrams. This data will be used to assess the condition state of each member for the Inspection Report.

TASK 3 - DRAFT INSPECTION REPORT

Quincy will submit a Draft Inspection Report for the structure. **Quincy** will use the Federal Highway Administration (FHWA) format as a guide for bridge inspection reporting. This is the same format that Caltrans Structures Maintenance and Inspection (SM&I) uses to assess all State and local bridges in the California inventory and is the most widely recognized and the most easily digestible inspection reporting format.

Quincy will develop draft inspection reports which will include the following information:

- General Information: Reports will include typical structure data such as type, name, number, location, length, width, function and a brief description of the structure.
- Inspection Commentary: **Quincy** will describe how the structure was inspected including items inspected and their overall condition. Other field notes will be included into this section. Detailed sketches of the structure (typical section, plan, elevation, etc.) will be included. Detailed descriptions of the condition of the various structural components accompanied by site photos will be provided.
- Condition Ratings and Commentary: **Quincy** will use data gathered during the field inspection and distill it into a table showing each element inspected, a condition rating based on NBIS criteria ranging from excellent to poor with a brief explanation.
- Load Rating: **Quincy** will provide a structural analysis of the bridge using the AASHTO LRFR Manual. Quincy will use the findings from the load rating analysis to assess and report on the load carrying capacity of the bridge. The primary focus will be the pedestrian capacity.
- Work Recommendations: After assessing the bridge, and if warranted, **Quincy** will create a list of work recommendations to arrest any existing deterioration before it becomes a liability to the City or a safety hazard to the traveling public. **Quincy** will provide a description of the type of repair/maintenance work, location, estimated cost and our opinion of when the work should be completed.

Task 3 Products:

- Draft Bridge Inspection Report (pdf)

TASK 4 - FINAL INSPECTION REPORT

Quincy will address City comments following a meeting with the City as identified in Task 1. **Quincy** will incorporate all City comments and compile the final report. The final report will include the signature and professional engineering seal of the lead inspector.

Quincy will submit inspection records and photos: To give the City a complete record of the inspection, **Quincy** will provide copies of the original field inspection notes with the finalized inspection reports.

Task 4 Products:

- Final Bridge Inspection Report (pdf)

City of Seaside Cunningham POC Bridge Inspection

Year 2022 Agreed Hourly Rates

Rates are effective January 1, 2022 through December 31, 2022

<u>Labor by Classification</u>	<u>Hourly Rate</u>
Principal Engineer	\$310
Associate Principal Engineer	\$270
Senior Engineer	\$250
Associate Engineer	\$210
Engineering Designer I	\$150
Engineering Designer II	\$180
Engineering Designer IX	\$190
Senior Engineering Tech*	\$190
Engineering Tech/Assistant*	\$120
CAD Manager*	\$160
CAD Tech*	\$110
Student Assistant/Intern*	\$90
Administrative Assistant/Support Staff*	\$125
Senior Project Manager	\$260
Project Manager I	\$250
Project Manager Assistant	\$150
Resident Engineer/Bridge Rep	\$250
Senior Inspector*	\$220
Inspector*	\$160
<u>Surveying - Office Classifications</u>	
Senior Surveyor/ Survey Department Manager	\$210
Associate Surveyor/Project Surveyor	\$190
Survey Technician*	\$150
<u>Surveying - Field Classifications</u>	
Party Chief*	\$210
Instrumentman*	\$190
Chainman/Rodman*	\$190
Apprentice*	\$190
One Man Crew*	\$220
Two Man Crew*	\$350
<u>Other Direct Costs</u>	
Office Computer & Software	Included in Labor Hourly Rate
Office Phone/Cell/Fax	Included in Labor Hourly Rate
Reproduction	
Black & White in office	Included in Labor Hourly Rate
Color in office	Included in Labor Hourly Rate
Vendor	Cost
Delivery	Cost
Mileage	Current Federal Rate (\$.585/mi.)
Other Travel	Cost
Subconsultants	Cost
Short Term Per Diem **	up to \$180 per day
Long Term Per Diem**	up to \$120 per day
Field Vehicle	up to \$67 per day
Field Computer/Printer	\$220 per month
Field Cellular Phone	\$130 per month
Misc.	Cost

Notes:

*Overtime rates apply to these classifications and will be charged at 1.5 times the hourly rate.
 ** Prevailing Wage labor, travel, and per diem rates may apply for Construction Inspection and Surveying services.
 Labor Costs to be invoiced based on agreed hourly rate shown.
 Other Direct Costs to be invoiced at actual cost.

Cost Proposal

	Project Name: City of Seaside - Cunningham Park POC Bridge Inspection								Quincy Total Hours			
	TASKS	Senior Engineer	Associate Engineer	Associate Engineer	Engineering Designer I	CAD Manager	CAD Tech	Administrative Assistant		Quincy Total Net Labor Fees	Quincy Total Labor Dollars incl Escalation	Subconsultant Subtotal
		SAM	JCC	GLK	ILK	BRM	PSK	PAJ		Direct Labor	Escalation Multiplier	
No.	Initial Hourly Rate	\$250	\$210	\$210	\$140	\$160	\$110	\$125				
Bridge Inspection											0.0%	
1	Task 1 - Project Management								0	\$0	\$0	\$0
1.1	Task 1.1 - Project Management	8	4					4	16	\$3,340	\$3,340	\$0
1.2	Task 1.2 - Project Meetings	12		12	2				26	\$5,800	\$5,800	\$0
2	Task 2 - Field Inspection								0	\$0	\$0	\$0
2.1	Task 2.1 - Inspection Preparation			4	8		8		20	\$2,840	\$2,840	\$0
2.2	Task 2.2 - Field Inspection			14	14				28	\$4,900	\$4,900	\$0
3	Task 3 - Draft Inspection Report		4	8	40	2	4		58	\$8,880	\$8,880	\$0
4	Task 4 - Final Inspection Report		2	4	8				14	\$2,380	\$2,380	\$0
									0	\$0	\$0	\$0
									0	\$0	\$0	\$0
										\$0		\$0
	Subtotal- Hours & Labor Costs	20	10	42	72	2	12	4	162	\$28,140	\$28,140	0
	Other Direct Costs										\$5,321	0
	Fee										\$0	
	Total Cost	\$5,000	\$2,100	\$8,820	\$10,080	\$320	\$1,320	\$500	\$28,140	\$28,140	\$33,461	\$0

Cost Proposal

City of Seaside - Cunningham Park POC Bridge Inspection

Bridge Inspection

Date: 6/29/2022

Quincy Engineering, Inc.

Direct Labor: \$28,140.00

Escalation for Multi-Year Project (0.0%): \$0.00

A. Labor Subtotal **\$28,140.00**

Subconsultant Costs:

0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00

B. Subconsultant Subtotal **\$0.00**

Other Direct Costs:

Travel 800 miles @ \$0.585 \$468.00

Pier Diem/ Hotel 2 days @ \$150.00 \$300.00

Equipment Rental 1 @ \$1,000.00 \$1,000.00

Vendor Reproduction

Vellum @ \$0.00

8 1/2 X 11 Reproduction @ \$0.00

11 X 17 Reproduction @ \$0.00

Mounting Boards for Presentations @ \$0.00

Newsletters (Translation and printing) @ \$0.00

Subtotal Vendor Reproduction \$0.00

Title Report @ \$0.00

Traffic Control LS \$3,553.00

C. Other Direct Cost Subtotal: **\$5,321.00**

Labor Subtotal A. = \$28,140.00

Subconsultant Subtotal B. = \$0.00

Subconsultant Fee (0.0%): \$0.00

Other Direct Cost Subtotal: C. = \$5,321.00

ODC Fee (0.0%): \$0.00

TOTAL = \$33,461.00

Note: Invoices will be based upon QEI Agreed Hourly Rates for the given year.
Subconsultant and Direct Costs will be billed at actual cost.

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of Agency, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

Note: Verify minimum limit for each coverage with Risk Manager.

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

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

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

Umbrella or excess liability insurance. [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to Agency as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency at all times during the term of this contract. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Consultant or Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Agency may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. 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 all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. 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 Agency and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, 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 and endorsements 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 consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

Agency's right to revise specifications. The Agency 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 Agency and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Agency.

Timely notice of claims. Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT C

REQUEST FOR PROPOSAL – ON-CALL ENGINEERING SERVICES

REQUEST FOR QUALIFICATIONS
ON-CALL CONSULTANTS - ENGINEERING
FOR CITY OF SEASIDE

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Introduction

The City of Seaside (City) seeks Request for Qualifications (RFQs) from qualified consulting firms or individuals to provide On-Call Engineering Services for miscellaneous undetermined projects. The selected engineering firms may be requested to help with the design of federal, state and locally funded capital improvement projects. The City intends to select multiple consultants for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant(s). Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Selection will be based on demonstrated expertise in providing support to the City of Seaside Public Works and Engineering Department.

Proposal Requirements

Statement of Qualifications (SOQ) must be received by 5:00 PM Friday, April 22, 2022 at the following address:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

SOQ received after this deadline will not be accepted. Incomplete responses that do not conform to the requirements specified herein will not be considered. The SOQ and any accompanying documents shall be submitted in a sealed envelope with the words “**On-Call Consultants-Engineering**” clearly marked in the lower left-hand corner of the envelope. Three bound copies, plus one electronic copy submitted on CD, USB flash drive, or by email to pwinfo@ci.seaside.ca.us, containing an Adobe pdf copy, should be submitted.

Statement of Qualifications Submittal Requirements

The SOQ should include the following information:

1. Name of proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.
2. Brief description and history of the proposed project team and experience of the principal contact. Clearly describe project team member's experience in work described under "Preliminary Scope of Services". Describe the average project size and scope of the team member's past projects.
3. Provide as exhibits, listings of your firm's and its principals' and project teams experience demonstrating their capabilities and qualifications to perform the assigned task as described in the "Preliminary Scope of Services". For each individual, provide current professional registrations, related experience, educational background and years of experience with the team.
4. Enclosed is a copy of the City's standard contract, which stipulates, among other things, insurance requirements. Please confirm that the project team can accept the terms of the contract and has the required insurance, or can acquire insurance, that meets the minimum standards.
5. Please provide at least three professional references. Indicate which references are public agencies for which the project team, or its principals, have provided services for within the past five years.
6. Standard Hourly Fees: Provide your standard hourly fees by job classification and billing criteria for providing the services described in this RFQ in a separate sealed envelope. Do not provide in the response to this request as an exhibit or in the body of the response

The SOQ will be limited to 10 numbered pages including title sheet and cover letter if provided. Minimum font size is 12. Page size is limited to letter size with no fold-outs. Submittals must be printed on both sides of the paper. A clear front and back cover shall be provided and the front and back clear cover will not count towards the 10 page limit.

Schedule for Selection Process

The proposed consultant selection schedule is as follows.

Release RFQ	Thursday, March 24, 2022
Questions Due	Friday, April 8, 2022
Proposal due	Friday, April 22, 2022
Proposal Ranking	April 24, 2022 – May 20, 2022
Consultant Award (if applicable)	Friday, May 27, 2022

Questions Regarding This Project

All questions and/or contacts regarding this Request should be directed to:

Patrick Grogan
City of Seaside-Engineering Division
440 Harcourt Avenue
Seaside, CA 93955
E-mail: pgrogan@ci.seaside.ca.us or pwinfo@ci.seaside.ca.us
Phone (831) 899-6885

Form of Agreement

A copy of the City of Seaside Consultant Contract is included herewith.

Evaluation and Rating Criteria

City staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Staff may conduct interviews if necessary. References may also be verified. The SOQ review will focus upon the following criteria:

1. Experience and demonstrated ability of the team. – 25 points
2. Appropriate relevant experience and skills of personnel (principals, project managers and other key personnel). – 30 points
3. Prime consultant and sub-consultants experience in providing similar projects. – 15 points
4. Client References. – 10 points
5. Overall quality of the response and conformance with SOQ requirements for content (reference Proposal and Submittal Requirements). – 20 points

SOQs will be ranked on the basis of qualifications. The City of Seaside may conduct interviews with some or all of the firms/individuals who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms/individuals selected for interview will be contacted at that time to arrange the date and time for their interview.

PRELIMINARY SCOPE OF SERVICES

Consultant is required to provide engineering design and professional services for various projects to be implemented throughout the City. The scope of work under this contract may include but not be limited to the following:

A. Engineering Services

Design, Survey and Geometrics
Pavement Evaluation, Design and Testing
Pavement Management Program Evaluation and Report

Hydrology/Hydraulic Analysis
Structural Analysis and Design
Well Design and Rehabilitation
Water System Design and Rehabilitation
Storm Drain System Design and Rehabilitation
Value Engineering
Seismic Evaluations
Construction Phase Services

B. Professional Services

Disabled Accessibility Evaluations and Mitigation
Preliminary Engineering Studies
Technical Studies and Reports
Peer Reviews
Coordination with Other Agencies and Utilities
Constructability and Bidability Reviews
On-Call Services
Staff Augmentation

All materials submitted to the City will become the exclusive property of the City of Seaside.

The consultant will not be allowed to provide services when the City determines a potential conflict of interest may exist.

Consultant services will be on an as-needed, on-call basis. Consultant services will be authorized by separate contract(s). The Consultant is responsible for acknowledging receipt of requests for services within two (2) working days. Contracts may vary significantly in size and scope and will be determined in greater detail as each is assigned. The Consultant will be responsible for preparing a detailed scope and fee estimate for each contract request and shall identify the number of hours to be worked and position of each person performing work on a particular proposal. If during actual work the number of hours is increased by more than 20% of the estimate, the consultant shall notify the Project Manager as soon as possible before exceeding the estimated time. The City may elect to reduce the scope of work or may require a revised scope of work to cover the excess time. Work authorization will be issued for each work request. The City shall authorize all consultant quotes for tasks prior to the consultant commencing work. The City may accept the Consultant's scope and fee or negotiate with the Consultant, as appropriate. The City reserves the right to not accept the Consultant's scope and fee.

General Provisions

1. The City will assume no responsibility for any understandings or representations concerning conditions made by any of its officers or employees prior to execution of a final agreement unless they are included in this Request for Qualifications.
2. Any reasonable inquiry to determine the responsibility of a prospective Consultant(s) may be conducted. The submission of Qualifications shall constitute permission by the

prospective Consultant(s) for the City to verify all information contained therein. If the City deems it necessary, additional information may be requested from the prospective Consultant(s) for further consideration.

3. A prospective Consultant(s) may withdraw their Qualifications at any time prior to the date and time which is set forth herein as the deadline for acceptance of Qualifications.
4. Each prospective Consultant(s) submitting Qualifications in response to this Request agrees the preparation of all materials for submittal to the City and all presentations are at the prospective entities sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective Consultant(s). In addition, each prospective Consultant(s) agrees that all documentation and materials submitted with Qualifications will remain the property of the City and will become a public document.
5. The City reserves the right to request additional information from any and all prospective entities as deemed necessary by the City in order to evaluate the Qualifications. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original Qualifications.
6. The City reserves the right to reject any and all Qualifications and, in the event the Consultant selected, it may attempt to negotiate an agreement with the Consultant that, in the sole judgment of the City, is the best qualified to provide the services requested.
7. The City shall not enter into an agreement with any prospective Consultant(s) that has previously had an agreement with the City terminated, or that has previously been found to have violated any provision of the Seaside City Code, or related resolutions or ordinances, or any provision of federal law, state, or other local law.
8. The City reserves the right to enter into an agreement with an Consultant(s) at any time, deviate from this Request, reject any or all SOQs, continue to advertise for new Qualifications, negotiate with multiple entities simultaneously, waive any defects in Qualifications, or to proceed otherwise. The Request and the selection process will in no way be deemed to create a binding contract or agreement of any kind between the City and any prospective Consultant(s). The submission of Qualifications does not in any way commit the City to enter into an agreement with any prospective Consultant(s).
9. Each prospective Consultant(s) shall agree to abide by all federal, state, and local laws, rules, and regulations and to secure all necessary licenses, permits, and other forms of identification as may be required in connection with the resulting agreement, all at no additional cost to the City.
10. All Qualifications, charge rates or representations will remain in effect and be legally binding for at least one hundred twenty (120) days from the date of submission.

11. This Request for Qualifications shall be governed in accordance with the laws of the State of California and the jurisdiction of any disputes hereunder shall be had in Monterey County.

Non-Discrimination & Non-Preferential Treatment

The successful Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of Seaside contracts.

Grounds for Disqualification

All prospective entities are expected to conduct themselves with the utmost integrity and responsibility throughout the Request process. Any prospective Consultant(s) that violates these expectations, as determined in the sole discretion of the City, will be subject to disqualification. Generally, the grounds for disqualification include:

1. Contact regarding this procurement with any City official or employee, other than the contact person designated in this Request, from the time of issuance of this Request until the consideration and approval of a professional services agreement.
2. Evidence of collusion, directly or indirectly, among prospective entities in regard to the amount, or the terms and conditions of this Request and the prospective agreement.
3. Influencing, or attempting to influence, any City staff member or official throughout the solicitation process, including the development of specifications beyond those included here, if any.
4. Evidence of submitting incorrect or inaccurate information in response to this Request or misrepresentation or failing to disclose facts during the evaluation or negotiation process.
5. Existence of any lawsuit, claim, or dispute between the prospective Consultant(s) and the City.
6. Evidence of the prospective Consultant(s)'s inability to successfully complete the responsibilities and obligations of the Request process.
7. The prospective Consultant(s)'s default under any City agreement or termination of a previous agreement.

Records and Financial Data

All correspondence with the City, including responses to this Request, will become the exclusive property of the City and will become public records under the California Public Records Act. All documents submitted in response to this Request will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

Personal financial information that a prospective Consultant(s) considers confidential, the disclosure of which would be an unwarranted invasion of personal privacy, should be submitted in a sealed envelope marked "CONFIDENTIAL: PERSONAL FINANCIAL RECORDS; NOT PUBLIC RECORDS." A prospective Consultant(s) should not mark their entire Qualifications as "Confidential." During the selection process, the City will keep such information confidential and will not disclose it, except as otherwise required under applicable law. This means that, depending on the nature of timing of the request, or future court decisions, that personal financial information may not remain private and may be publicly disclosed. Once the selection process is completed, the City will return this information to any prospective agency that is not selected.

If an Consultant(s) is selected, the City may retain any submitted information and disclose it to the City Council, and any subcommittees thereof, and the public in connection with consideration of an agreement with the City as evidence of the entities ability to carry out the development. Given the nature of the applicable law under the California Public Records Act, the City cannot guarantee or warrant that it will be able to keep submitted information, including personal financial records, confidential. The successful Consultant(s) agrees to indemnify, defend, and hold the City harmless from and against any suit brought under the California Public Records Act to obtain the records; otherwise, the City shall not be obligated to defend such suit and may release the records.

RESOLUTION NO. 22-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING AN ON-CALL LIST FOR ENGINEERING SERVICES

WHEREAS, a formal on-call list is needed to 1) provide an opportunity for qualified professionals to provide professional and technical services of a temporary nature, and 2) ensure consultants have demonstrated the necessary qualifications and experience to provide the requested services; and

WHEREAS, the City of Seaside, on occasion, is in need of consultants who specialize in a variety of engineering services and maintain necessary licenses; and

WHEREAS, an on-call list of firms is necessary to assure the quality of materials and installation satisfies the project's specifications; and

WHEREAS, there is a need for these services due to the capital improvement program projects identified in the coming years; and

WHEREAS, on March 24, 2022, staff issued a Request for Qualifications (RFQ) to solicit proposals from eligible firms to provide engineering services; and

WHEREAS, on April 29, 2022, Statement of Qualifications (SOQ) were received from thirteen firms offering professional services; and

WHEREAS, a selection panel reviewed and identified the eleven top firms shown in Exhibit 'A', attached, based upon qualifications.

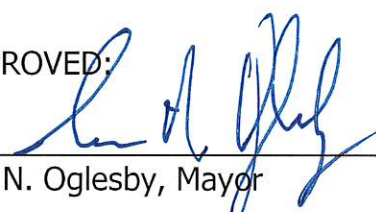
NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' to provide engineering services on an as needed basis; and

BE IT FURTHER RESOLVED, approval to provide Engineering Services is for a period of three (3) years and may be extended at the City Manager's recommendation for two (2) one year extensions through June 2nd, 2027. Agreements will have a defined scope, schedule and fee arrangements that will be negotiated on a project by project basis.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 2nd day of June 2022 by the following vote:

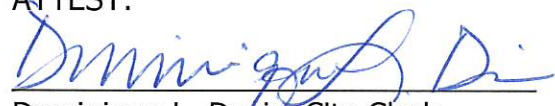
AYES:	5	COUNCIL MEMBERS	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

APPROVED:



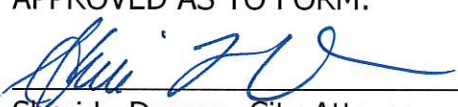
Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk

APPROVED AS TO FORM:



Sheri L. Damon, City Attorney



EXHIBIT "A"

**On-Call List for Engineering Services
June 2, 2022
City of Seaside**

Kimley-Horn and Associates, Inc.

1615 Bunker Hill Way, #200
Salinas, CA 93906

Harris & Associates, Inc.

450 Lincoln Avenue, Suite 103
Salinas, CA 93901

Schaaf & Wheeler, Consulting Civil Engineers

3 Quail Run Circle, Ste. 101
Salinas, CA 93907

Ruggeri-Jensen-Azar, Inc.

8055 Camino Arroyo
Gilroy, CA 95020

Verde Design, Inc.

2455 The Alameda
Santa Clara, CA 95050

Wallace Group, Inc.

201 John Street, Suite H
Salinas, CA 93901

MNS Engineers, Inc.

811 El Capitan Way, Suite 130
San Luis Obispo, CA 93401

Whitson Engineers, Inc.

6 Harris Court
Monterey, CA 93940

Pavement Engineering, Inc.

3485 Sacramento Drive, Suite A
San Luis Obispo, CA 93401

CSG Consultants, Inc.

3150 Almaden Expressway, #255
San Jose, CA 95118

ZFA Structural Engineers, Inc.

1390 El Camino Real, Suite 100
San Carlos, CA 94070

City of Seaside General Fund
FY 23 Running Budget totals - budget amendments
As of 08/04/2022

Operating Budget		Approval Date
Projected Surplus	\$ 60,531	6/2/2022
Less:		
Running total surplus/ (deficit): \$ 60,531		

Capital Budget/Unassigned Fund Balance		Approval Date
Projected Unassigned Fund Balance	\$ 18,213,312	6/2/2022
Less:		
Roll over FLIP program	\$ (70,208)	7/7/2022
Real Property purchase - 1579 & 1583 Del Monte	\$ (1,150,000)	7/21/2022
Assessment - San Pablo Pedestrian Bridge	\$ (39,960)	pending
Less:		
Operating (deficit)	\$ -	
Running total, Unassigned Fund Balance: \$ 16,953,144		

Notes: Operating deficits are paid from unassigned fund balance.
 Use of unassigned fund balance will also impact the 5 year forecast presented at the time of budget adoption.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Sheri Damon, City Attorney

DATE: August 4, 2022

**SUBJECT: AUTHORIZE CITY MANAGER TO EXECUTE A RELOCATION
EASEMENT FOR PACIFIC GAS & ELECTRIC (PG&E) ELECTRIC
LINES TO ENABLE RESIDENTIAL DEVELOPMENT OF THE GOLF
COURSE**

RECOMMENDATION

Adopt the resolution authorizing the City Manager to execute a relocation easement for PG&E electric lines.

BACKGROUND

The City approved the Second Amended and Restated Disposition and Development Agreement (DDA) for the Seaside Resort golf course development in June 2019. The development has three main development components around and through an operating golf course: 125 single family residential units, an approximately 350 room hotel and approximately 125 timeshares or condominiums. The DDA provides broadly for the parties to cooperate so as to fully develop the project.

There are overhead PG&E power lines that enter the golf courses from Monterey Road, cross a fairway and the "General Jim Moore Lots" (the ones for which we are working to get a utility easement from the Army), then continue south to the existing golf buildings. To permit development of the General Jim Moore Lots, the developer asked PG&E to add a pole that will change the alignment of the overhead lines so that they will no longer cross the lots. PG&E, Shea Homes, the hotel developer, and golf course operator have approved the new layout. The exhibit attached to the easement shows the location.

The last step before PG&E can do the work is the grant by the City (since the City owns the land) of a new easement covering the path of the relocated line and the new pole.

The proposed easement is attached from PG&E.

As a side note, the relocated electrical lines are slated for ultimate removal once McClure Way is rebuilt with underground power (which will then extend north through Timeshare Parcels A and B. The Second Amended Disposition and Development Agreement requires the parties to fully cooperate in order to fully develop the project. This grant of easement allows for the residential development on the General Jim Moore lots.

FISCAL IMPACT

There is no fiscal impact to granting the easement, however, full development of the residential lots will have a positive revenue impact.

ATTACHMENTS

1. Resolution
2. Exhibit A: PG&E Bayonet B Relocation
3. Exhibit A: PG&E Power Pole Final

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 2022-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
AUTHORIZING THE CITY MANAGER TO EXECUTE A PGE EASEMENT
RELOCATING SOME PGE LINES IN ORDER TO ALLOW RESIDENTIAL
DEVELOPMENT ON THE GOLF COURSE**

WHEREAS, the City approved the Second Amended and Restated Disposition and Development Agreement (DDA) for the Seaside Resort golf course development in June 2019. The development has three main development components around and through an operating golf course: 125 single family residential units, an approximately 350 room hotel and approximately 125 timeshares or condominiums. The DDA provides broadly for the parties to cooperate so as to fully develop the project.

WHEREAS, overhead PG&E power lines that enter the golf courses from Monterey Road, cross a fairway and the "General Jim Moore Lots" (the ones for which we are working to get a utility easement from the Army), then continue south to the existing golf buildings. To permit development of the General Jim Moore Lots, PG&E needs to add a pole that will change the alignment of the overhead lines so that they will no longer cross the lots.

WHEREAS, PG& E require a relocation easement in order to begin work to relocate the lines.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of City Manager to execute a Relocation Easement Agreement with PG&E in substantially the form as attached as Exhibit A, and as finally approved by the City Attorney.

PASSED AND ADOPTED by meeting of City of Seaside duly held on the 4th day of August, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

(a) the right, from time to time, to trim or to cut down, without Second Party paying compensation, any and all trees and brush now or hereafter within the easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area, which now or hereafter in the opinion of Second Party may interfere with or be a hazard to the facilities installed hereunder, or as Second Party deems necessary to comply with applicable state or federal regulations; and

(b) the right to use such portion of said lands contiguous to the easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities installed hereunder.

First Party hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within the easement area, or construct any fences that will interfere with the maintenance and operation of said facilities installed hereunder.

NOW, THEREFORE, in consideration of the foregoing, the parties agree that the Easement shall be, and is hereby changed in the manner and to the extent hereinbefore stated and First Party hereby grants to Second Party the rights necessary to effect such changes.

Except as expressly set forth herein, this Agreement shall not in any way alter, modify, or terminate any provision of the Easement.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the lands.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this _____ day of _____, 20____.

“First Party”

“Second Party”

CITY OF SEASIDE, a California municipal corporation

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

By: _____

By: _____

Name:

Name:

Title:

Title:

I hereby certify that a resolution was adopted on the _____ day of _____, 20_____,
by the City Council of the City of Seaside authorizing the foregoing agreement.

By_____

Title_____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____, before me, _____ Notary Public,
Insert name
personally appeared _____

_____ ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public (Seal)

CAPACITY CLAIMED BY SIGNER

- ☐ Individual(s) signing for oneself/themselves
☐ Corporate Officer(s) of the above named corporation(s)
☐ Trustee(s) of the above named Trust(s)
☐ Partner(s) of the above named Partnership(s)
☐ Attorney(s)-in-Fact of the above named Principal(s)
☐ Other _____

EXHIBIT A

LEGAL DESCRIPTION OF A 30-FOOT WIDE UTILITY EASEMENT

Certain real property situate in the City of Seaside, County of Monterey, State of California, being a portion of Parcel C as said Parcel is shown on that certain map filed in Volume 24 of Parcel Maps at Page 10, Records of said County, described as follows:

A strip of land, 30.00 feet wide, lying 15.00 feet on each side of the following described centerline:

BEGINNING at a point that bears North 0°36'17" West, 206.24 feet from the southwesterly terminus of Residential Parcel 1, course No. 7, described as "North 66°35'00" East, 275.00 feet" in the deed recorded October 1, 2019, as Document Number 2019043560 in the Official Records of said County; thence

- 1) South 34°05'23" West, 13.00 feet to the center of an existing power pole, hereinafter for convenience referred to as **Point 'A'**; thence
- 2) South 34°05'23" West, 283.76 feet to the center of a new power pole, hereinafter for convenience referred to as **Point 'B'**; thence
- 3) South 03°14'05" West, 152.41 feet to the center of an existing power pole, hereinafter for convenience referred to as **Point 'C'**; thence
- 4) South 03°14'05" West, 20.00 feet to the terminus of said strip.

TOGETHER WITH a strip of land, 10.00 feet wide, lying 5.00 feet on each side of a centerline beginning at the hereinabove described Point 'B' and running thence North 71°20'16" West, 20.00 feet to the terminus of said strip.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 1057.07

6/14/2022
DATE



EXISTING POLE LINE
TO REMAIN
PG&E EASEMENT
REEL 3506, PAGE 1533

PARCEL C
VOL. 24 P.M. PG. 10
OWNER: CITY OF SEASIDE
APN: 031-051-055

POINT A,
EXISTING POLE
POINT OF
BEGINNING
S34°05'23"W 13.00'

EXISTING POLE LINE
TO BE REMOVED
N0°36'17"W 206.24' (TIE)

CENTERLINE OF POLE LINE
AND 30' WIDE EASEMENT

N71°20'16"W 20.00'

POINT B,
NEW POLE

EXISTING POLE LINE
TO BE REMOVED

RESIDENTIAL PARCEL 1
DOC. #2019043560
OWNER: SRD R LLC
APN: 031-051-035

POINT C,
EXISTING POLE

EXISTING POLE LINE
TO REMAIN

S3°14'05"W 20.00'

60 0 60 120
SCALE: 1" = 60'

**PLAT TO ACCOMPANY DESCRIPTION
PG&E UTILITY EASEMENT
PARCEL C, VOL. 24, PARCEL MAPS, PG. 10**

SEASIDE, CALIFORNIA

JUNE 14, 2022

EXHIBIT B



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

Attach to LD: 2215-01-10036
Area, Region or Location: 3
Land Service Office: Salinas
Line of Business: Electric Distribution (43)
Business Doc Type: Agreements
MTRSQ: 22.15.01.11.31, 22.15.01.11.24, 22.15.01.11.21, 22.15.01.11.32, 22.15.01.11.23,
22.15.01.11.22, 22.15.01.12.34, 22.15.01.12.33, 22.15.01.13.44, 22.15.01.14.41, 22.15.01.14.14,
22.15.01.14.11, 22.15.01.14.42, 22.15.01.14.13, 22.15.01.14.12
FERC License Number: N/A
PG&E Drawing Number: N/A
Plat No.: H0517, H0522
LD of Affected Documents: 2214-02-0474
LD of Cross Referenced Documents: N/A
Type of interest: Agreements (56), Easement Modifications Agreements (41), Relocation
Agreements (11R), Electric Pole Line Easements (3)
SBE Parcel: N/A
% Being Quitclaimed: N/A
Order or PM: 35300043
JCN: N/A
County: Monterey
Utility Notice Number: N/A
851 Approval Application No: N/A ;Decision: N/A
Prepared By: BFF3
Checked By: LJTG
Approved By: N/A (N/A)
Revised by: N/A (N/A)



WRO-POLE RELOCATION FOR FUTURE DEVELOPMENT
(CONTACTED POLES WITH SUDDENLINK INTERNET)

LAND DEPT.
ACQUIRE LAND RIGHTS

PG&E ANCHOR: 15M SINGLE 8" PISA (LOC 1)
PG&E: (1)-20M PRIMARY DG
PG DG HEIGHT: 37.5'
ANCHOR LEAD: 8' NORTHEAST

PG&E ANCHOR: 15M SINGLE 8" PISA (LOC 1)
PG&E: (1)-10M PRIMARY DG
PG DG HEIGHT: 34.5'
ANCHOR LEAD: 10' SOUTHEAST

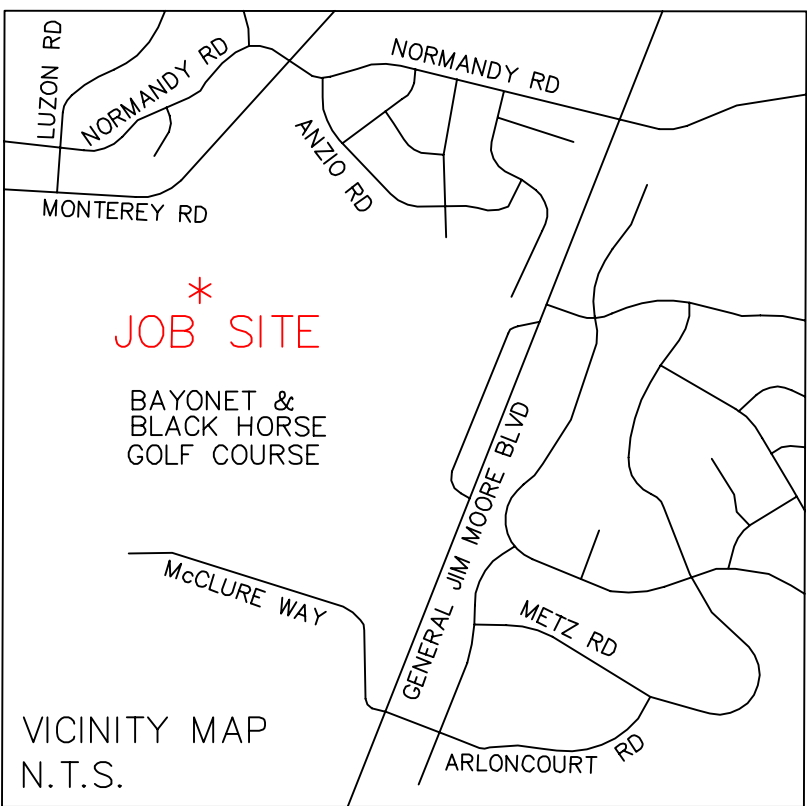
PG&E ANCHOR: 15M SINGLE 8" PISA (LOC 7)
PG&E: (1)-10M PRIMARY DG
PG DG HEIGHT: 35.5'
ANCHOR LEAD: 15' NORTHWEST

PG&E ANCHOR: 15M SINGLE 8" PISA (LOC 10)
PG&E: (1)-10M PRIMARY DG
PG DG HEIGHT: 29'
ANCHOR LEAD: 15' NORTHEAST

PG&E ANCHOR: 15M SINGLE 8" PISA (LOC 10)
PG&E: (1)-10M PRIMARY DG
PG DG HEIGHT: 32'
ANCHOR LEAD: 15' SOUTH

LEGEND

- PG&E TO REMOVE 2-6CU OVERHEAD PRIMARY CONDUCTORS
- PG&E TO REMOVE CONTACTED ANCHORS
- PG&E TO REMOVE CONTACTED POLES
- PG&E TO INSTALL 2-2CU OVERHEAD PRIMARY CONDUCTORS
- PG&E TO INSTALL DOWN GUYS & ANCHORS (SIZE AS NOTED)
- PG&E TO INSTALL CONTACTED POLES (SIZE AS NOTED)



EST: DU NGUYEN	408-365-2115
ADE: MARIBEL FLORES	408-299-9507
SUPV: JOSHUA SCHWARTZ	661-398-3984
REP: KATRINA LOPEZ	831-784-3581
PLNR: MICHAEL GARCIA	805-305-5390
NOTIF: 122098103	IPAF: N/A
SCALE: 1"=50'	DATE: 3/9/2022
PM: 35300043	SHEET: 1 OF 1 REV. 0

ENGINEERING AND PLANNING DEPT.
6402 SANTA TERESA BLVD
SAN JOSE, CA 95119

NO ENVIRONMENTAL
ISSUES

Know what's below.
Call before you dig.



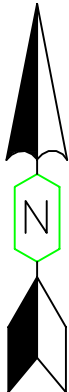
GAS CONFLICT: NO

FIRE AREA: LRA-TIER 1

PRIMARY VOLTAGE: 4.16 kV	VOLTAGE AREA: 1
LATITUDE: -36.63512	LONGITUDE: -121.81814
SOURCE SIDE DEVICE: O.H. FUSE 9961	
SUB & CIRCUIT: FORT ORD 2106	
DSGN SAG: LIGHT RURAL	RAPTOR ZONE: YES
LOADING AREA: LIGHT	ARRESTER DIST: 3
CORROSION AREA: SEVERE	INSULATION DIST: AA
EXEMPT EQUIP INST: N/A	

CONSTRUCTION SKETCH
WRO-CONTACTED POLE RELOCATION
1 McClure Way, Seaside
BAYONET & BLACK HORSE GOLF COURSE

SAFETY
SAFETY PLEDGE
I ALWAYS PUT SAFETY FIRST.
I LOOK FOR AND ACT TO
RESOLVE UNSAFE SITUATIONS.
I HELP AND ENCOURAGE
OTHERS TO ACT SAFELY.





CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Sheri Damon, City Attorney
Nick Borges, Acting Police Chief

DATE: August 4, 2022

**SUBJECT: CONSIDER ESTABLISHMENT OF AN ILLEGAL FIREWORKS TASK
FORCE AND/OR CONSIDER ADOPTION OF A RESOLUTION
CALLING FOR AN ELECTION PROHIBITING THE USE,
POSSESSION OR SALE OF "SAFE AND SANE" FIREWORKS**

RECOMMENDATION

Direct staff to establish a illegal fireworks taskforce and/or adopt a resolution to put a measure on the ballot which would prohibit all fireworks.

BACKGROUND

At the meeting of July 7, 2022, the City Council directed that the City Manager and the Acting Chief look at establishing a program to address the use of illegal fireworks within the City. The Acting Chief of Police and the City Manager have the broad components of such a program, including the coordination of a region-wide task force involving, but not limited to, the nearby regional cities of Pacific Grove, Monterey, Marina, Carmel and Salinas. The overall goal of the task force is to reduce fireworks firework-related incidents and illegal firework activity.

Generally, the Task Force program will include robust public outreach and education. Fines for up to 25lbs of illegal fireworks are \$1,000, while the fine for 25lb-100 pounds of illegal fireworks is up to \$5,000. There would be tips and rewards that result in successful prosecutions and consider designating certain safe and sane locations in order to maximize the ability to enforce illegal fireworks. To the extent other components of the plan would reveal activities of the task force, they will not be disclosed here. Again, the overall goal is to reduce illegal firework-related incidents.

At the same time, in an abundance of caution and due to the tight timelines required to

place measures on the ballot, the Council directed the City Attorney to prepare a potential ballot measure that would prohibit the sale, use or possession of all fireworks, including safe and sane fireworks within the City. Attached is the Resolution which would forward the ballot measure to the Monterey County Elections office for inclusion on the November 8, 2022 ballot. Necessary information to be included, however, is whether the City Council wishes to make the arguments for the measure and the identified Council members to make such arguments (or whether they would like to have the community offer arguments in favor). The date for those ballot measure arguments would be due in August and then a short time later the arguments against the measure would need to be prepared and submitted.

FISCAL IMPACT

Task Force: Requires budget amendment. Costs to be determined.

Ballot Measure: Requires budget amendment, related costs exceed \$150,000 for Monterey County Election Officer services.

ATTACHMENTS

1. Resolution
2. FW Task Force

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 2022-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

CALLING AND GIVING NOTICE FOR HOLDING A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 8, 2022, FOR SUBMISSION TO THE QUALIFIED VOTERS OF THE CITY A MEASURE PROHIBITING THE SALE, POSSESSION AND USE OF STATE-APPROVED "SAFE AND SANE" FIREWORKS IN THE CITY AND REQUESTING THE CLERK OF MONTEREY COUNTY TO PLACE THIS MEASURE ON THE CITY'S GENERAL MUNICIPAL ELECTION WITH THE NOVEMBER 8, 2022 STATEWIDE GENERAL ELECTION AND TO PROVIDE ELECTION SERVICES

WHEREAS, City of Seaside wishes to place a Measure on the ballot to prohibit all fireworks, including state-approved "safe and sane" fireworks within the City of Seaside; and

WHEREAS, the County of Monterey will be conducting a statewide general election in Seaside on November 8, 2022; and

WHEREAS, it is in the best interests of the City of Seaside to consolidate the City election with the County election to be conducted on November 8, 2022; and

WHEREAS, pursuant to Elections Code Section 10002, the City Council of the City of Seaside hereby requests the County Clerk of the County of Monterey to provide election services and will reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

WHEREAS, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections; and

WHEREAS, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation. The resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

WHEREAS, the City Council of the City of Seaside desires to submit to the voters at a municipal election a measure to prohibit the sale, possession and use of state-approved "safe and sane" fireworks within the city of Seaside; and

WHEREAS, the City Council is authorized by statute to submit this measure to the voters of the City pursuant to Elections Code 9603.

NOW THEREFORE, BE IT RESOLVED, DECLARED AND ORDERED THAT:

Section 1. Pursuant to the requirement of the laws of the State of California relating to general law cities, there is called and ordered to be held in the City of Seaside, California, on Tuesday, November 8, 2022, a municipal election for the purpose of submitting to the voters of the City of Seaside a measure specified in Section 2 below. Pursuant to Elections Code section 9222 and Section 9603, it is the intent of the City Council that the measure be submitted to the voters of the City of Seaside at the aforementioned municipal election.

Section 2. The full text of the Ordinance is attached to this Resolution as Attachment 1 and shall be printed in the voter pamphlet. The measure to be submitted to the voters shall appear on the ballot as follows:

Measure 1: Shall an Ordinance be adopted Repealing and replacing Chapter 8.32 of the Seaside Municipal Code to prohibit the sale, possession and use of state approved "Safe and sane" fireworks?	YES	
	NO	

A copy of the Ordinance shall be available for inspection by the public in the City Clerk’s Office, located at 440 Harcourt Avenue, Seaside, California 93955. In addition, a copy of the ordinance shall be available, upon request, to any voter at the expense of the City.

Section 3. The Vote requirement for the Measure to pass is a majority of the votes cast.

Section 4. Pursuant to Elections Code sections 1002, 10400 and 10403, the City Council hereby orders an election be called and consolidated with any and all elections also called to be held on November 8, 2022 within the same territory and requests the Board of Supervisors of the County of Monterey to permit the County Elections Officer to provide any and all services necessary for conducting the election called in Section 1 of this Resolution. The County of Monterey and its staff are authorized and instructed to procure and furnish any and all official ballots, notices, printed matter and all supplies and equipment and other necessary items in order to properly and lawfully conduct the election ; the County of Monterey is authorized to canvass the returns of the election, which shall be held in all respects as if there were only one election, and only one form of ballot shall be used; and the City Council recognizes that additional cost will be incurred by the County of Monterey by reason of the conduct of the election called in Section 1 of this Resolution, and agrees to reimburse the County of Monterey for any costs that are not reimbursed by the State, and the City Council hereby authorizes the City Manager to pay the County of Monterey for said services in full.

Section 5. The ballots to be used at the election shall be in form and content as required by law.

Section 6. The City Council hereby directs the City Clerk to take necessary actions to ensure the placement of the measure on the November 8, 2022 ballot; and (ii) coordinate with the County of Monterey and take

all necessary actions to oversee and certify the November 8, 2022 election process as required by Elections Code.

Section 7. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 8. The City Council acknowledges that the consolidated election will be held and conducted in the manner prescribed by Section 10418 of the Elections Code.

Section 9. The proposed ordinance shall be submitted to the voters for approval in compliance with the election resolutions adopted herein by the City Council with the addition of the following:

- A. The City Attorney is hereby directed to prepare an impartial analysis of the measure pursuant to Elections Code section 9280.
- B. The City Council hereby authorizes the following members of the legislative body to prepare and submit a ballot argument in favor of the measure pursuant to Elections Code Section 9282: _____ or alternatively, That the primary arguments for and against this ballot measure shall be submitted to the City Clerk by 5:00 pm on August 12, 2022
- C. The City Council hereby authorizes rebuttal arguments, for this measure only, to be submitted pursuant to, and consistent with the requirements of, Elections Code Section 9285 or That rebuttal arguments be submitted to the City Clerk by 5:00 p.m. on August 12, 2022.
- D. That all arguments shall be filed with the City Clerk, signed, with printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

Section 11. That the City Clerk is directed to forward without delay to the Board of Supervisors and the County Election Department each a certified copy of this resolution.

Section 12. That in all particulars not recited in this resolution the elections shall be held and conducted as provided by law for holding municipal elections.

Section 13. That notice and time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

Section 14. The City Clerk shall certify the passage and adoption of this resolution and enter into the book of original resolutions.

PASSED AND ADOPTED by the City of Seaside on this 4th day of August 2022, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

SIGNED: _____
Mayor

ATTEST: _____
City Clerk

ATTACHMENT 1: MEASURE TEXT

ORDINANCE XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

REPEALING AND REPLACING CHAPTER 8.32 OF THE SEASIDE MUNICIPAL CODE TO PROHIBIT THE SALE, POSSESSION AND USE OF STATE-APPROVED "SAFE AND SANE" FIREWORKS

WHEREAS, pursuant to the police powers set forth in Article XI, Section 7 of the California Constitution, the City of Seaside ("City") may make and enforce laws that promote the public health, safety, and general welfare of its residents; and

WHEREAS, the use of fireworks, including the use of prohibited illegal fireworks is prevalent through the City of Seaside is prevalent throughout the City throughout the year and increases during the Fourth of July holiday period every year, and law enforcement responses to gatherings where fireworks are used cause a significant drain of law enforcement resources and, in some cases, leave other areas of the City with inadequate law enforcement protection; and

WHEREAS, large gatherings to set off fireworks result in conditions where illegal fireworks are likely to be used, as large gatherings make it more difficult for law enforcement officers to enforce prohibits on illegal fireworks; and

WHEREAS, large gatherings to set off fireworks result in conditions where illegal fireworks are likely to be used, as large gatherings make it more difficult for law enforcement officers to enforce prohibits on illegal fireworks; and

WHEREAS, illegal and dangerous fireworks create a significant risk of fire and prohibiting the use of all fireworks in the city including safe and sane fire is necessary to deter the use of illegal and dangerous fireworks; and

WHEREAS, the widespread use of any fireworks, including safe and sane fireworks, increases litter deposited into the enformnet as well as increases the risk of fire; and

WHEREAS, the City is located in a climatic zone that places the City at significant risk of large fires as evidenced by the 2020 River Fire, Carmel Fire and Dolan Fire which burned together approximately 179,917 acres within Monterey County. The City is located adjacent to approximately 15,000 of open habitat in the Fort Ord National Monument which increases the risks posed by wildfire is anticipated to magnify due to climate change, further making action by the city of Seaside to prohibit use of all fireworks necessary.

NOW THEREFORE, the City Council of the City of Seaside does ordain as follows:

Section 1. Recitals. The above recitals are adopted as findings in enacting this ordinance.

Section 2. Repeal and Replacement of Chapter 8.32 – Chapter 8.32 of the Seaside Municipal Code is hereby repealed and replaced to read in its entirety as follows:

CHAPTER 8.32 FIREWORK REGULATIONS

8.32.010 – Purposes and scope.

- A. The City of Seaside has deemed the use of dangerous and safe and sane fireworks, as defined in Health and Safety Code sections 12500, and following, to pose a risk to public health and safety and prohibits the use of any kind of fireworks by members of the general public. The provisions of this chapter are intended to regulate the use of all fireworks to provide for the safety of the community and the prevention of fires.
- B. This chapter provides for the regulation of the manufacture, transportation, possession, use and sale of fireworks within the City of Seaside and the imposition, enforcement, collection and administrative review of administrative fines, related to the possession, use, storage, sale and/or display of fireworks, including those classified as “dangerous fireworks” and “safe and fireworks” as defined in California Health and Safety Code sections 12500 and following with the exception of the use of fireworks with a pyrotechnic licenses when operating pursuant to and accordance with the terms of that license.
- C. The issuance of citations imposing administrative fines may be performed at the discretion of the officials of the city authorized under this chapter, and the issuance of a citation to any person constitute but one remedy to redress violations of this Code by any person. By adopting this chapter, the City does not intend to limit its authority to employ any other remedy, civil or criminal, to redress any violation of this Code or state law by any person.
- D. The imposition of fines related to “dangerous fireworks” under this chapter shall be limited to persons who possess, sell, use and/or display, or the seizure of, twenty-five pounds or less (gross weight) of such dangerous fireworks.
- E. Fires collected pursuant to this chapter related to “dangerous fireworks” shall not be subject to Health and Safety Code section 12706. However, the city shall provide cost reimbursement to the state fire marshal for the transportation and

disposal of "dangerous fireworks" seized by the city where applicable. These costs will be included in addition to any administrative fines imposed under this chapter.

8.32.020 Definitions.

As used in this chapter, the following words and phrases shall have the following meanings:

- A. "Dangerous fireworks" shall mean dangerous fireworks as defined in Health and Safety Code Sections 12505 and 12561 and the relevant sections of Title 19, Code of Regulations, and Subchapter 6 which are hereby incorporated by reference.
- B. "Fireworks" shall mean either dangerous fireworks or safe and sane fireworks.
- C. "Pyrotechnic displays" means public firework displays or displays used in conjunction with special effects for motion pictures, theatrical and group entertainment productions operated by a professional California state licensed pyro technician, provided such displays secure a permit from the fire code official and meet all applicable requirements of the California Health and Safety Code.
- D. "Safe and Sane fireworks" and "state-approved fireworks" shall mean state-approved fireworks defined in Health and Safety Code sections 12529 and 12562 and the relevant sections of Title 19, Code of Regulations, Subchapter 6, which are hereby incorporated by reference.
- E. "Social Host" means:
 - a. Any owner of private property as listed on the most recent assessment roll;
 - b. Any person who has the right to use, possess, or occupy a public or private property under a lease, permit, licenses, rental agreement, or contract; or
 - c. Any person who hosts, organizes, supervises, officiates, conducts, or sponsors a gathering on public or private property, and if such person is a minor, then that person's parents or legal guardians.
- F. "Strictly liable" means liable for a wrongful act irrespective of such person's intent, knowledge, negligence or lack thereof in committing the wrongful act.

8.32.030 – Manufacturing and transport of fireworks.

The manufacturing and/or transportation of any fireworks I prohibited except by a person who has been issued a permit by the office of the state fire marshal or

is otherwise permitted to do so pursuant to the provisions of state law, and such manufacturing or transportation is being performed in compliance with applicable requirements of the California Fire Code and Vehicle Code. Travel outside of state-approved routes shall be subject to the approval of a permit issued by the fire code official in accordance with Health and Safety Code section 12652.

8.32.040 – Prohibition on possession, storage, sale or use of fireworks.

The possession, storage, sale and use of any dangerous or safe and sane fireworks, shall be prohibited by any person throughout the City of Seaside except when a permit is issued in advance, by the fire code official or his designee for the exceptions below:

- A. Storage and handling of fireworks in accordance with Section 5605 of the California Fire Code.
- B. The use of fireworks for pyrotechnic displays in accordance with Section 5608 of the California Fire Code.

The prohibition on the possession of fireworks in this section shall not apply to manufacturing and transportation activities permitted under section 8.32.030.

8.32.050 – Supervision of Minors

- A. It shall be unlawful for any person having the care, custody or control of a minor (under eighteen years old) to permit such minor to discharge, explode, fire, or set off any fireworks, at any time.
- B. Any person having the care, custody, or control of a minor shall be strictly liable for any unlawful ignition, use, or discharge of any fireworks.

8.32.060 – Social host liability

- A. No social host shall suffer or permit any persons to use fireworks (1) on property that is either owned by the social host or occupied or otherwise used by the social host pursuant to a lease, permit, license, rental agreement or contract; or (2) at any gathering on public or private property that is hosted, organized, supervised, officiated, conducted or sponsored by the social host, except for pyrotechnic displays that are permitted in accordance with section 8.32.040.
- B. It is the duty of any social host who knowingly hosts, permits, or allows any gathering to take place to take all reasonable steps to prevent the use of fireworks by that social host's guests or invitees.
- C. No social host shall, with respect to private property where fireworks are used, be liable for a violation of this section if the social host can demonstrate that at the time of such violation the social host (i) had rented or leased the

- property to another; (ii) was not present; (iii) had no prior knowledge of the violation; and (iv) can demonstrate the reasonable steps taken to prevent the use of fireworks on the property hosted.
- D. No person who has the right to use, possess or occupy a unit in a multifamily residential property under a lease, rental agreement or contract shall be liable under this section for violations occurring in the common areas of the property.
 - E. Nothing in this section shall limit the liability of any social host for a violation of Section 8.32.040 or 8.32.050 by the social host.

8.32.070 – Enforcement.

- A. This chapter shall be enforced pursuant to the procedures set forth in Chapter 2.56 and 2.58 of this Code. The amount of the administrative penalty for violations of this chapter pertaining to fireworks shall be governed by Section 8.32.080.
- B. The fire code official, law enforcement, code enforcement or any other person designated pursuant to Chapter 2.58 shall enforce the provisions of this Chapter 8.32.

8.32.080 – Determining Violations; Penalties for violations.

- A. Causing, permitting, aiding, abetting or concealing a violation of any provision of this chapter shall also constitute a violation of this chapter.
- B. Each person who violates any provisions of this chapter by possession, using, storing, and/or selling, displaying of any safe and sane fireworks or state-approved fireworks, or violates sections 8.32.050 or 8.32.060 and such violation involves dangerous fireworks, shall be subject to the imposition and payment of an administrative fine of one thousand dollars (\$1,000) per occurrence, a later charge of two hundred fifty dollars if the fine is not timely paid in accordance with Chapter 2.56.
- C. Each person who violates any provisions of this chapter by possessing, using, storing, and/or selling, displaying of any safe and sane fireworks or state-approved fireworks, or violates sections 8.32.050 or 8.32.060 and such violation involves and safe and sane fireworks or state-approved fireworks, shall be subject to the imposition of payment of an administrative fine and a late charge if the fine is not timely paid in accordance with chapter 2.56, as provided below:

Number of Offenses in any 12-month consecutive period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty plus late charge

First	\$300	\$75	\$375.00
Second	\$600	\$150	\$750.00
Third	\$900	\$300	\$1250.00

- D. In addition to such administrative penalties, each violator shall be liable for all costs incurred by the office of the state fire marshal for the transportation and disposal of any fireworks seized from the person. The costs incurred by the office of the state fire marshal will be calculated based upon the regulations promulgated by that office. If those regulations have not been adopted by the office of the state fire marshal at the time a person is cited for possession of dangerous fireworks under this Code, the city will reserve twenty-five percent of any fine collected under this provision to cover the actual cost of disposal to the office of the state fire marshal.
- E. Nothing in this section shall be intended to limit any of the penalties provided for under the California Health and Safety Code or Penal Code with regard to the sale, use, possession, delivery, storage, and/or transportation of dangerous fireworks. The penalties set forth herein are intended to be nonexclusive and are intended to be in addition to any other remedies provided in this article or any other law, statute, ordinance or regulation.

Section 4. Environmental Review. [If Measure Can be removed]. The City Council finds the approval of this ordinance is exempt under Section 15061(b) (3) of the CEQA guidelines because it can be seen with certainty that there is no possibility that the adoption of this ordinance may have a significant effect on the environment. In the alternative, the City Council determines that the basic purpose of this action is to prohibit the use of safe and sane fireworks within the City, which will reduce litter and lessen the risk of fire, and therefore is an action for the protection of the environment and is categorically exempt pursuant to the CEQA Guidelines section 15308 (actions by regulatory agencies for the protection of the environment).

Section 5. Severability. The City Council hereby declares that every section, paragraph, sentence, clause, and phrase of this ordinance is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses, or phrases.

Section 6. Effective Date. This ordinance shall be in full force and effective 30-days after its adoption.

Section 7. Publication. The City Clerk is directed to cause this ordinance to be published in the manner required by law.



Fireworks Task Force



Collaboration



- Regional partnerships (Monterey, Marina, Pacific Grove, Del Rey Oaks, Carmel, Sand City, MCSO, MCDA, Regional Fire).





Outreach

- Implement a robust outreach through our communications department to alert the public of increased enforcement efforts & consequences



12700 CA HS Code

Health & Safety Code (fines)



-Less than **25lbs**: up to \$1,000

-**25-100lbs**: up to \$5,000

-**100-5,000lbs**:\$5k – 10k

-Over 5,000lbs:\$10k-50k



Citations / Fines



- Continue Criminal Citations
- Include Administrative Citations with a fine of **\$1,000** (*under 25lbs*)

Peninsula Partners

	Safe & Sane Sold	Safe & Sane Allowed	Fines	Fine Amounts
Seaside	YES	YES	YES	Proposed \$1,000
Monterey	NO	NO	YES	\$500-\$1,000
Marina	YES	YES	YES	\$200, \$400, \$1,000
Pacific Grove	NO	NO	YES	\$100, \$200, \$500
CSUMB	NO	NO	NO	N/A
Sand City	NO	NO	NO	N/A
Carmel	NO	NO	YES	\$1,000



Tip Reward\$



- Provide gift card/cash rewards for tips that result in a successful enforcement action or seizure of fireworks



Potential Designation of Safe & Sane Locations

- Through City Council approval, consider designating specific locations for Safe & Sane fireworks to be lit.
- Allow enforcement efforts to focus on target areas





Potential Additional Costs

- ShotSpotter technology
(still exploring, but may not be cost effective)
- Designated personnel /
OT





Confidential Tactics

- The additional plan consists of specific tactics, that if made public, would compromise our efforts.





Mission/Goal

NEWS > CRIME AND PUBLIC SAFETY • News

Fireworks-related incidents down in East Palo Alto, Menlo Park

Task force says 3,656 pounds of fireworks worth \$73,133 were seized this year



East Palo Alto Police Department

Some 3,656 pounds of fireworks worth \$73,122 were seized this year in East Palo Alto and Menlo Park, according to a task force assembled to rein in the use of illegal fireworks.

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