A G E N D A

CITY OF SEASIDE	REGULAR MEETING
CITY COUNCIL/SUCCESSOR	440 HARCOURT AVE (COUNCIL CHAMBER)
AGENCY TO THE	Thursday, August 18, 2022
REDEVELOPMENT AGENCY	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. RECEIVE AN OVERVIEW OF THE CONCEPTUAL PLAN OPTIONS FOR THE POTENTIAL FUTURE DEVELOPMENT OF SEASIDE EAST (ASHLEY COLLICK, ASSISTANT CITY MANAGER)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM AUGUST 4, 2022

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of June 4, 2022, through July 1, 2022, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending June 16, 2022 & June 30, 2022. Total Accounts Payable and Payroll for the above referenced period is $7,255,964.38.

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 JUNE 30, 2022

RECOMMENDATION: Accept and file the City of Seaside and the Successor Agency to the Redevelopment Agency of the City of Seaside Cash and Investment Report for the quarter ending June 30, 2022.

D. APPROVE PROCLAMATION RECOGNIZING SEPTEMBER 17, 2022, AS CONSTITUTION DAY AND CITIZENSHIP DAY IN THE CITY OF SEASIDE

RECOMMENDATION: Approve a proclamation as written declaring Constitution Day observance on September 17 to commemorate the signing of the Constitution on September 17, 1787, and Citizenship Day to "recognize all who, by coming of age or by naturalization, have become citizens" in the City of Seaside.

E. APPROVE PROCLAMATION RECOGNIZING SEPTEMBER 15 - OCTOBER 15, 2022, AS NATIONAL HISPANIC HERITAGE MONTH IN THE CITY OF SEASIDE

RECOMMENDATION: Approve a proclamation that celebrates and recognizes the contributions Hispanic Americans have made to American society and culture and to honor five of our Central American neighbors who celebrate their Independence days in September.

F. PROCLAMATION RECOGNIZING SEPTEMBER AS CHILDHOOD CANCER AWARENESS MONTH IN THE CITY OF SEASIDE

RECOMMENDATION: Proclaim September as Childhood Cancer Awareness Month.

G. ADOPT THE RESOLUTION CREATING THE POSITIONS OF WATER SYSTEM OPERATOR AND DEPUTY FIRE CHIEF, AMENDING THE FISCAL YEAR 2022-23 FUND BUDGET, AND MODIFYING THE POSITION

ALLOCATION LIST TO REFLECT ORGANIZATIONAL CHANGES

RECOMMENDATION: Adopt the resolution creating the classifications of Water System Operator and Deputy Fire Chief, and amending the Fiscal Year 2022-23 General Fund Budget and Municipal Water Fund Budgets by appropriating $103,625.00 and $20,388.00 to each fund respectively, and modifying the position allocation list to reflect the organizational changes.

H. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDA OF UNDERSTANDING WITH THE SEASIDE FIREFIGHTERS' ASSOCIATION, SEASIDE PUBLIC SAFETY MANAGERS' ASSOCIATION, SEASIDE CITY EMPLOYEES' ASSOCIATION, SEASIDE MANAGERS AND SUPERVISORY EMPLOYEES' ASSOCIATION, CONFIDENTIAL EXEMPT AND NON-EXEMPT EMPLOYEES, AND UNCLASSIFIED EXEMPT AND NON EXEMPT EMPLOYEES

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute Memoranda of Understanding with labor groups.

I. APPROVE THE TRAFFIC ADVISORY COMMITTEE RECOMMENDATION TO RED CURB AT THE INTERSECTION OF WARING STREET AND LA SALLE AVENUE

RECOMMENDATION: Approve the Traffic Advisory Committee (TAC) recommendation for red curb at the intersection of Waring Street and La Salle Avenue.

J. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE RAIDERS YOUTH FOOTBALL FOR THE 2022 SEASON

RECOMMENDATION: Approve a request from Seaside Raiders Youth Football for a donation of $3,000.00 from the Mayor's Youth Fund to help cover the costs associated with their football program.

K. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE RAIDERS YOUTH CHEER FOR THE 2022 SEASON

RECOMMENDATION: Approve a request from Seaside Raiders Youth Cheer for a donation of $3,000.00 from the Mayor's Youth Fund to help cover the costs associated with their cheer program.

L. APPROVE A FEE WAIVER REQUEST FROM ACTION COUNCIL - BUILDING HEALTHY COMMUNITIES FOR THE USE OF THE SEASIDE COMMUNITY CENTER FOR THEIR "CIRCULO" HEALING CIRCLE MEETING ON AUGUST 26, 2022

RECOMMENDATION: Approve the fee waiver request from Action Council -

Building Healthy Communities for the use of the Seaside Community Center to hold their "Circulo" Healing Circle meeting for the amount of $644.00, the organization will pay the City the non-refundable portion of the deposit of $52.20.

M. APPROVE APPOINTMENTS TO NEIGHBORHOOD IMPROVEMENT COMMISSION AND THE COMMUNITY SAFETY ADVISORY COMMISSION

RECOMMENDATION: Accept the appointments of Tiffinie Meyer to the Neighborhood Improvement Commission and Maiaika Velazquez to the Community Safety Advisory Commission, as recommended by the Mayor.

9. PUBLIC HEARING

A. AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 2.42 CONFLICT OF INTEREST CODE SECTION 2.42.130 APPENDIX - DESIGNATED EMPLOYEES (FIRST READING - ROLL CALL VOTE)

RECOMMENDATION: First reading of an ordinance amending SMC Chapter 2.42 Conflict of Interest Code Section 2.42.130 Appendix - Designated Employees.

10. BUSINESS ITEMS

A. PROVIDE DIRECTION FOR THE 2022/23 COMMUNITY SOCIAL SERVICES GRANT (CSS)

RECOMMENDATION: Consider and discuss the CSS grant process for year 3, and provide direction to staff.

B. ADOPT A RESOLUTION AUTHORIZING THE PAYMENT OF $7,522,232.14 TO MARINA COAST WATER DISTRICT FOR A CAPACITY CHARGE TO SECURE 407 AF OF RECYCLED WATER FOR THE BAYONET BLACKHORSE GOLF COURSE AND AUTHORIZE AN INTERFUND LOAN FROM THE CITY'S GENERAL FUND TO THE SEASIDE MUNICIPAL WATER SYSTEM FOR THE SAME AMOUNT AND AUTHORIZING THE CITY'S FINANCE DIRECTOR TO MAKE ALL NECESSARY BUDGET ADJUSTMENTS TO THE FISCAL YEAR 2022-2023 ADOPTED BUDGET

RECOMMENDATION: 1. Adopt a Resolution authorizing the payment of $7,522,232.14 to Marina Coast Water District (MCWD) for a capacity charge to secure 407 AF of recycled water to the golf course; and
2. Authorize an interfund loan from the City's general fund to the Seaside Municipal Water System for the same amount; and
3. Authorize the City's Finance Director to make the associated budget amendments to the fiscal year 2022-2023 adopted budget.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

1. Grizzly Pollinator Habitat Contribution of $6,000.00 (Pacheco)
2. Park Master Plan, Traffic Calming on Hilby Ave, Increase Cutino Park Public Safety with Cameras (Oglesby)

12. 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.

13. 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 represented and unrepresented employees and employee associations.

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

Potential Litigation (2 Matters)

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

Monterey County Superior Court
Petrovich Development Company, LLC v. City of Seaside, et al.
Case No. 21CV003630

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

Monterey County Superior Court
Case No. 20CV003118
People v. Arzadon, Et. Al.

14. **ADJOURNMENT**

Next Regularly Scheduled Meeting:
September 1, 2022
5:00 PM

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

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

DRAFT MINUTES

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

CONCURRENT MEETING
440 HARCOURT AVE
Thursday, August 4, 2022
5:00 PM

1. CALL TO ORDER

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

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was held and the pledge was led by Council/Agency Member Garcia-Arrazola.

4. REVIEW OF AGENDA

City Attorney Sheri Damon asked that one (1) item to Closed Session as follows:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8
Address: 1579 & 1583 Del Monte Blvd, Seaside, CA 93955
APN: 011-301-014 & 011-279-006
Negotiations with Steve Hall, et. al. (Property Owner)
Negotiator for the City: City Manager, et al.
Under Discussion: Price, terms of payment or both.

5. PUBLIC COMMENT

Navid Ghazi, 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 on upcoming citywide events. Assistant City Manager Ashley Collick, provided a verbal report on the trip to Oaxaca. Council/Agency Member Garcia-Arrazola provided comments on the trip and accomplishments achieved during the visit. City of Seaside will host its own Oaxaca by The Sea event on September 18, 2022.

B. VACCINE UPDATE (MARY GUTIERREZ, FIRE CHIEF)

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

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

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

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

Building Official David Little introduced NIC Commissioner Veronica Velazquez whom presented the award to the Business of Quarter Award Winner: Tricycle Pizza, 1950 Fremont Blvd.

8. CONSENT AGENDA

Mayor/Chair Oglesby read the Consent Agenda, and no items were pulled by the Council or members of the public. There were no comments from members of the public.

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

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

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

ACTION: ADOPTED RESO #22-97

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

ACTION: APPROVED

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

ACTION: PROCLAIMED

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

ACTION: APPROVED

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

ACTION: APPROVED

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**

ACTION: ADOPTED RESO #22-98

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

ACTION: ADOPTED RESO #22-99

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**

ACTION: ADOPTED RESO #22-100

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**

ACTION: ADOPTED RESO #22-101

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**

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

PUBLIC COMMENT: Jen, parent, Peter Kaiser, Dennis Revell, Regina Mason, Mel Mason, Karla Lobo

On motion by Council/Agency Member Campbell and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to approve the establishment of an illegal fireworks task force and to place a hold on the consideration of calling for an election to prohibit the use, possession or sale of "safe and sane" fireworks.

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

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. Grizzley Pollinator Habitat Contribution of $6,000.00 (Pacheco)
2. Options for Properties on Hilby Ave, West Broadway Urban Village/Canyon Del Rey Scope of Work (Wizard)
3. Park Master Plan, Traffic Calming on Hilby Ave, Increase Cutino Park Public Safety with Cameras (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. There were no comments from the public.

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

Address: 1579 & 1583 Del Monte Blvd, Seaside, CA 93955
APN: 011-301-014 & 011-279-006
Negotiations with Steve Hall, et. al. (Property Owner)
Negotiator for the City: City Manager, et al.
Under Discussion: Price, terms of payment or both.

13. ADJOURNMENT

With no further business, the meeting adjourned at 9:36 p.m.

Respectfully submitted,

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

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Jessica Riley, Assistant Finance Director

DATE: August 18, 2022

SUBJECT: **APPROVE AND FILE CITY CHECKS**

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of June 4, 2022, through July 1, 2022, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending June 16, 2022 & June 30, 2022. Total Accounts Payable and Payroll for the above referenced period is $7,255,964.38.

BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting, the Council is provided a listing of the payroll and general checks issued since the last report so that the checks can be inspected and confirmed. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoices have been reviewed by the Finance Department prior to payment to ensure that they conform to the approved budget.

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

A description of the checks and wires exceeding $10,000.00 are as follows:

- $29,863.58 to California-American Water for Water consumption for multiple City of Seaside service addresses. Billing period of 4/21/2022-5/24/2022. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
- $13,144.84 to M3 Environmental, LLC for Asbestos Abatement Oversight for Fire

Station during March 2022.

- $20,889.00 to Monterey County Convention & Visitor's Bureau for TID (Tourism Improvement District) remittance for the reporting period of April 2022 for the 13 Seaside motels/hotels.
- $19,939.60 to Wallace Group for Prof. services during March 2022 for the Fire Station Upgrade project and Highland Otis Park project management.
- $24,734.77 to Wallace Group for Prof. services during December for the Fire Station Upgrade project. Prof. services during April 2022 for: Groundwater Recharge Feasibility Study, SCSD Fremont, Broadway, & Ortiz Sewer upgrade, American Tire Development Plan Review, Campus Town Water Augmentation Study, Ellis Park Improvement, Fire Station Upgrade Project, and Highland Otis Park Management.
- $11,828.00 to Monterey Peninsula Water Mgmt District for Groundwater Basin Consulting services during the period 1/1/2022-3/31/2022.
- $206,715.82 to Pacific Gas & Electric for Collective accts for street lights, highway lighting, park lights and city office buildings during March, April, May, and June 2022.
- $11,174.42 to City of Sand for Distribution of the 2020/21 SCSD Impact Fees.
- $10,819.00 to the Transportation Agency for Monterey County for Fiscal year 2022/23 contribution for congestion management and traffic monitoring.
- $58,847.07 to U.S. Bank-CalCard for City of Seaside purchase card transactions for the billing period of 5/23/2022-6/22/2022.
- $27,177.73 to Potter's Electronics for Prof. services for the installation of 18 TVs at the Oldemeyer Center.
- $50,973.42 to Tyler Technologies, Inc. for maintenance fees for In-Code software from 7/1/2022-6/30/2023.
- $11,400.00 to Tope's Tree Service, Inc. for tree pruning and tree removal at Fremont St. and at Trinity Park.
- $19,874.24 to City of Del Rey Oaks for Distribution of the 2020/21 SCSD Impact Fees.
- $41,401.44 to Hinderliter, de Llamas & Associates for Contract audit services for Apr-June 2022 Sales tax revenue.
- $16,862.72 to Burke, Williams, & Sorensen LLP for Special counsel Support during April 2022; Labor relations and employment law services during March 2022.
- $85,727.52 to Monterey Peninsula Engineering for Prof. services for Laguna Grande Park Improvement project through April 2022.
- $12,689.00 to Target Solutions Learning, LLC for Maintenance fee for software from 7/1/2022-6/30/2023.
- $3,031,312.00 to California Joint Powers Insurance Authority for Fiscal year 2022/23 worker's compensation contribution.
- $58,876.00 to California Joint Powers Insurance Authority for SCSD - Fiscal year 2022/23 worker's compensation contribution.
- $143,807.00 to California Joint Powers Insurance Authority for Fiscal year

2022/23 contribution for the All-Risk Property Insurance Program.

- $18,312.00 to Kimly-Horn and Associates, Inc. for Prof. services for Intersection Control Evaluation Study during August and September 2021.
- $354,316.75 to Motorola Solutions, Inc. for APX8000 Portable/APX8500 Mobile Radios.
- $17,603.85 to Monterey One Water for SCSD prof. services for Lift Station Maintenance during Oct-Dec 2021.
- $13,144.12 to The Sohagi Law Group for Prof. legal services during May 2022 for: Petrovich Developer Co. and KB Bakewell Ventures.
  $23,203.00 to Denise, Duffy & Associates, Inc. for Prof. Legal services during 1/1/2022-5/31/2022 for Seaside Campus Town Services.
- $24,419.65 to Sturdy Oil Company for 55 gallons shell spirax, ethanol/clear diesel delivered on 5/4/2022, and 2,064 gallons of regular ethanol delivered on 5/18/2022..
- $11,800.00 to Michael A. Houlemard, Jr. for Prof. consulting services for ESCA during November - April 2022.
- $22,805.00 to Monterey Bay Military Housing LLC for United Way rental assistance for 2 tenants for 10 months through 3/1/2022.
- $12,675.00 to TNT Painting & Decorating, Inc. for Interior painting of 2 restrooms at Laguna Grande Park
- $13,769.31 to Enterprise FM Trust for 5/1/2022 - 6/30/2022 Lease expense City Vehicle Fleet.
- $12,000.00 to Kenneth R. Hargis for Administration of promotional exam for one fire engineer.
- $10,665.00 to Angel H. Ho for Prof. services for confidential personnel investigations on 6/10/2022.
- $155,180.04 to 101 BUILDERS, INC. for Prof. services for upgrades to the Fire Station during April and May 2022.
- $13,839.74 to South Cost Emergency Vehicle Specialists for Repair work to Fire Department Pump Truck.

The Net Payroll and Payroll benefits total was $1,666,248.36.

The remaining checks, totaling $975,934.64, include payments to vendors for operating expenditures.

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

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:

Jaime M. Fontes, City Manager

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Jessica Riley, Assistant Finance Director
Victor Damiani, Finance Director

DATE: August 18, 2022

SUBJECT: **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 JUNE 30, 2022**

RECOMMENDATION

Accept and file the City of Seaside and the Successor Agency to the Redevelopment Agency of the City of Seaside Cash and Investment Report for the quarter ending June 30, 2022.

BACKGROUND

Section 53646 of the California State Government code requires the fiscal officer to prepare a quarterly report detailing the City's and the Agency's cash and investments. The City of Seaside's and the Successor Agency's Investment Policy requires a quarterly report. This report covers the Fiscal Year 2021-2022 4th quarter beginning April 1, 2022, and ending June 30, 2022.

The June 30, 2022 report shows that approximately 99% of the portfolio is City of Seaside funds and 1% is Successor Agency Funds. 34% of the funds are invested in the Local Agency Investment Fund with the State of California.

FISCAL IMPACT

None.

ATTACHMENTS

1. LAIF Program Description
2. LAIF Historical Interest Rates
3. PMIA-LAIF_perform
4. Quarterly Investment Exhibits - 4Q quarter ended 6-30-22

Reviewed for Submission to the City Council by:

Jaime M. Fontes, City Manager

LOCAL AGENCY INVESTMENT FUND

Program Description

The Local Agency Investment Fund (LAIF), a voluntary program created by statute, began in 1977 as an investment alternative for California's local governments and special districts and it continues today under Treasurer Fiona Ma's administration. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code.

This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office professional investment staff at no additional cost to the taxpayer.

The LAIF is part of the Pooled Money Investment Account (PMIA). The PMIA began in 1955 and oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

The Local Investment Advisory Board (LIAB) provides oversight for LAIF. The Board consists of five members as designated by statute. The State Treasurer, as Chair, or her designated representative, appoints two members qualified by training and experience in the field of investment or finance, and two members who are treasurers, finance or fiscal officers or business managers employed by any county, city or local district or municipal corporation of this state. The term of each appointment is two years or at the pleasure of the Treasurer.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian. All investments are purchased at market and a market valuation is conducted monthly.

Additionally, the PMIA has Policies, Goals and Objectives for the portfolio to make certain that our goals of Safety, Liquidity and Yield are not jeopardized and that prudent management prevails. These policies are formulated by Investment Division staff and reviewed by both the PMIB and the LIAB on an annual basis.

The State Treasurer's Office is audited by the Bureau of State Audits on an annual basis and the resulting opinion is posted to the State Treasurer's Office website following its publication. The Bureau of State Audits also has a continuing audit process throughout the year. All investments and LAIF claims are audited on a daily basis by the State Controller's Office as well as an internal audit process.

Under Federal Law, the State of California cannot declare bankruptcy, thereby allowing the Government Code Section 16429.3 to stand. This Section states that "moneys placed with the Treasurer for deposit in the LAIF by cities, counties, special districts, nonprofit corporations, or qualified quasi-governmental agencies shall not be subject to either of the following: (a) transfer or loan pursuant to Sections 16310, 16312, or 16313, or (b) impoundment or seizure by any state official or state agency."

During the 2002 legislative session, California Government Code Section 16429.4 was added to the LAIF's enabling legislation. This Section states that "the right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the LAIF, upon demand, may not be altered, impaired, or denied in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year."

The LAIF has grown from 293 participants and $468 million in 1977 to 2,362 participants and $26.7 billion at the end of December 2019.

LOCAL AGENCY INVESTMENT FUND

Quarterly Apportionment Rates

	March	June	September	December
1977	5.68	5.78	5.84	6.45
1978	6.97	7.35	7.86	8.32
1979	8.81	9.10	9.26	10.06
1980	11.11	11.54	10.01	10.47
1981	11.23	11.68	12.40	11.91
1982	11.82	11.99	11.74	10.71
1983	9.87	9.64	10.04	10.18
1984	10.32	10.88	11.53	11.41
1985	10.32	9.98	9.54	9.43
1986	9.09	8.39	7.81	7.48
1987	7.24	7.21	7.54	7.97
1988	8.01	7.87	8.20	8.45
1989	8.76	9.13	8.87	8.68
1990	8.52	8.50	8.39	8.27
1991	7.97	7.38	7.00	6.52
1992	5.87	5.45	4.97	4.67
1993	4.64	4.51	4.44	4.36
1994	4.25	4.45	4.96	5.37
1995	5.76	5.98	5.89	5.76
1996	5.62	5.52	5.57	5.58
1997	5.56	5.63	5.68	5.71
1998	5.70	5.66	5.64	5.46
1999	5.19	5.08	5.21	5.49
2000	5.80	6.18	6.47	6.52
2001	6.16	5.32	4.47	3.52
2002	2.96	2.75	2.63	2.31
2003	1.98	1.77	1.63	1.56
2004	1.47	1.44	1.67	2.00
2005	2.38	2.85	3.18	3.63
2006	4.03	4.53	4.93	5.11
2007	5.17	5.23	5.24	4.96
2008	4.18	3.11	2.77	2.54
2009	1.91	1.51	0.90	0.60
2010	0.56	0.56	0.51	0.46
2011	0.51	0.48	0.38	0.38
2012	0.38	0.36	0.35	0.32
2013	0.28	0.24	0.26	0.26
2014	0.23	0.22	0.24	0.25
2015	0.26	0.28	0.32	0.37
2016	0.46	0.55	0.60	0.68
2017	0.78	0.92	1.07	1.20

	March	June	September	December
2018	1.51	1.90	2.16	2.40
2019	2.55	2.57	2.45	2.29
2020	2.03	1.47*	0.84	0.63
2021	0.44	0.33	0.24	0.23
2022	0.32			

*Revised 7/21/2020 per State Controller's Office

PMIA/LAIF Performance Report as of 07/18/22

PMIA Average Monthly Effective Yields[1]

June	**0.861**
May	0.684
Apr	0.523

Quarterly Performance Quarter Ended 06/30/22

LAIF Apportionment Rate[2]:	0.75
LAIF Earnings Ratio[2]:	0.00002057622201151
LAIF Fair Value Factor[1]:	0.987125414
PMIA Daily[1]:	0.99%
PMIA Quarter to Date[1]:	0.69%
PMIA Average Life[1]:	311

Pooled Money Investment Account Monthly Portfolio Composition [1] 06/30/22 $234.5 billion

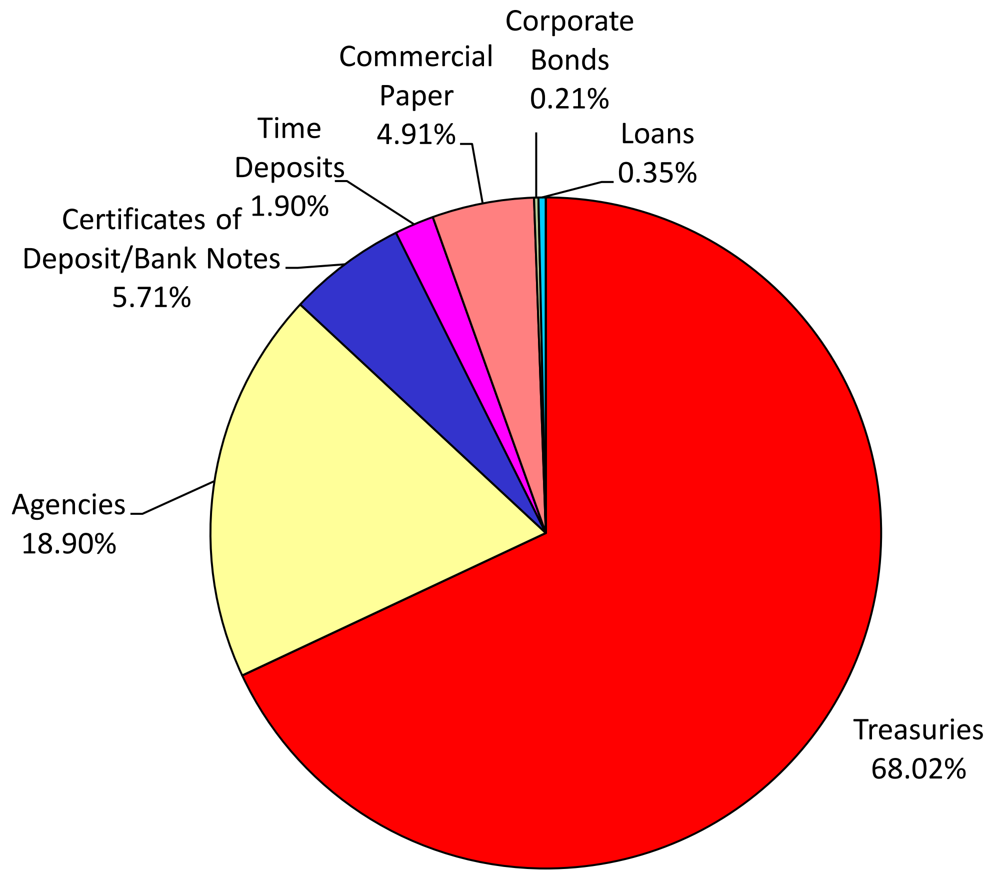

Chart does not include $4,693,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

Daily rates are now available here. View PMIA Daily Rates

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:
[1] State of California, Office of the Treasurer
[2] State of Calfiornia, Office of the Controller

Exhibit A

CITY OF SEASIDE and THE SUCCESSOR AGENCY
SUMMARY OF POOLED CASH AND INVESTMENTS
AS OF JUNE 30, 2022

DESCRIPTION	INSTITUTION	VALUATION	AMOUNT
LAIF - City Funds	State Treasurer	Market	$ 23,607,288.40
General Checking	Bank of West	Market	$ 31,761,854.20
General Checking	Mechanics Bank	Market	$ 1,873,044.62
Money Market	Bank of West	Market	$ 6,664,085.89
Money Market	Mechanics Bank	Market	$ 0.00
PARS Retirement Account	US Bank	Market	$ 16,522.33
York Tail Claims	Bank of America	Market	$ 17,211.39
Bond 2018 Cutino Reserve account	US Bank	Market	$ 1,028,708.05
Bond 2018 Measure X Reserve account	US Bank	Market	$ 3,372,099.81
Bond 2014 Reserve account	US Bank	Market	$ 0.00
Bond 2006 Reserve & Installment accounts	US Bank	Market	$ 568,214.58
Pension Obligation Bond Program Reserve account	Wells Fargo Bank	Market	$ 14,890.37
		Total	**$ 68,923,919.64**

I hereby certify that sufficient investment liquidity and anitcipated revenues are available to meet the City's and the Agency's aniticipated expenditure requirements for the next six months. (California Code Section 53646)

Investments in this report meet the requirements of the City of Seaside's and the Successor Agency's Investment Policy.

Respectfully submitted,

Jaime Fontes
City Manager

Exhibit B

CITY OF SEASIDE and THE SUCCESSOR AGENCY
SUMMARY OF POOLED CASH AND INVESTMENTS
AS OF JUNE 30, 2022

	Yield	Book Value	% of Total	Market Value
Investments				
State Treasurer LAIF - City Account	**0.16%**	**23,607,288.40**	**34.25%**	**23,607,288.40**
Checking Account				
Bank of West - General Checking	**0.00%**	**31,761,854.20**	**46.08%**	**31,761,854.20**
Mechanics - General Checking	**0.00%**	**1,873,044.62**	**2.72%**	**1,873,044.62**
Bank of West - Money Market	**0.07%**	**6,666,327.05**	**9.67%**	**6,664,085.89**
Mechanics - Money Market	**0.00%**	**0.00**	**0.00%**	**0.00**
PARS Retirement Account	**0.28%**	**16,522.33**	**0.02%**	**16,522.33**
Bank of America-York Checking	**0.00%**	**17,211.39**	**0.02%**	**17,211.39**
US Bank - Cutino Revenue 2018 Bonds				
Installment Payment, Reserve	**0.00%**	**1,028,708.05**	**1.49%**	**1,028,708.05**
US Bank - Measure X Revenue 2018 Bonds				
Installment Payment, Reserve	**0.00%**	**3,372,099.81**	**4.89%**	**3,372,099.81**
US Bank - Redevelopment Agency Merged Area Refunding 2014 Bonds				
Installment Payment, Reserve	**0.00%**	**0.00**	**0.00%**	**0.00**
US Bank - Golf Course 2006 Bonds				
Installment Payment, Reserve	**0.00%**	**568,214.58**	**0.82%**	**568,214.58**
US Bank - PNC Equipment Lease Escrow Account	**0.00%**	**-**	**0.00%**	**-**
Wells Fargo Bank				
Pension Obligation Bond Program Reserve Account	**0.09%**	**14,890.37**	**0.02%**	**14,890.37**
Total Cash and Investments		68,926,160.80	100.00%	68,923,919.64

Exhibit C

CITY OF SEASIDE and THE SUCCESSOR AGENCY
CASH AND INVESTMENT ACTIVITY REPORT FOR THE PERIOD
APRIL 1, 2022 THROUGH JUNE 30, 2022

INSTITUTION	ACCOUNT STATUS	BEGINNING BALANCE	DEPOSITED	EXPENDED or TRANSFERRED	INTEREST EARNED	ENDING BALANCE
INVESTMENTS						
LAIF - City	OPEN	$ 23,588,699.89	-		18,588.51	$ 23,607,288.40
CHECKING ACCOUNT						
Bank of West - General Checking	OPEN	$ 6,564,739.44	36,901,687.40	11,704,572.64		$ 31,761,854.20
Rabobank - General Checking	OPEN	$ 15,604,327.36	1,733,790.66	15,465,073.40		$ 1,873,044.62
Bank of West - Payroll Checking	OPEN	$ -	6,433,112.19	6,433,112.19		$ -
Mechanics - Payroll Checking	OPEN	$ -	-	-		$ -
Bank of West - Money Market	OPEN	$ 6,561,675.93	100,000.00	-	2,409.96	$ 6,664,085.89
Mechanics - Money Market	OPEN	$ 0.00	-	-	-	$ 0.00
PARS Retirement Account	OPEN	$ 4,273.06	24,120.00	11,885.05	14.32	$ 16,522.33
York Tail Claims	OPEN	$ 25,875.35	-	8,663.96	-	$ 17,211.39
BOND RESERVE ACCOUNT - HELD BY TRUSTEES						
Bond 2018 Cutino Accounts - Reserve, Interest	OPEN	$ 1,314,778.13	-	286,084.39	14.31	$ 1,028,708.05
Bond 2018 Meas X Accounts - Reserve, Interest	OPEN	$ 3,809,105.28	-	437,050.01	44.54	$ 3,372,099.81
Bond 2014 Accounts - Reserve, Interest	OPEN	$ 0.00	-	-	-	$ 0.00
Bond 2006 Accounts - Reserve, Installment	OPEN	$ 339,562.64	228,646.35	-	5.59	$ 568,214.58
Wells F Pension Obligation Bond Prog-Reserve Acct.	OPEN	$ 714,862.58	75,709.85	775,840.65	158.59	$ 14,890.37
		$ 58,527,899.66	**45,497,066.45**	**35,122,282.29**	**21,235.82**	**$ 68,923,919.64**

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Ashley Collick, Assistant City Manager

DATE: August 18, 2022

SUBJECT: **APPROVE PROCLAMATION RECOGNIZING SEPTEMBER 17, 2022, AS CONSTITUTION DAY AND CITIZENSHIP DAY IN THE CITY OF SEASIDE**

RECOMMENDATION

Approve a proclamation as written declaring Constitution Day observance on September 17 to commemorate the signing of the Constitution on September 17, 1787, and Citizenship Day to "recognize all who, by coming of age or by naturalization, have become citizens" in the City of Seaside.

BACKGROUND

On June 3rd, 2021, the Council approved the Library of Congress' commemorative observances. Constitution Day and Citizenship Day is observed each year on September 17 to commemorate the signing of the Constitution on September 17, 1787, and "recognize all who, by coming of age or by naturalization, have become citizens."

FISCAL IMPACT

None.

ATTACHMENTS

1. Constitution Day and Citizenship Day 2022

Reviewed for Submission to the City Council by:

Jaime M. Fontes

Jaime M. Fontes, City Manager

City of Seaside
PROCLAMATION

Constitution Day and Citizenship Day

Commemorative Observance

WHEREAS, *The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and*

WHEREAS, *September 17, 2022, marks the two hundred twenty-fourth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and*

WHEREAS, *it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and*

WHEREAS, *we recognize all who, by coming of age or by naturalization, have become citizens;*

WHEREAS, *we ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties;*

NOW THEREFORE, BE IT PROCLAIMED, *that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim Friday, September 17, 2022 as Constitution Day and Citizenship Day.*

____

Ian N. Oglesby, Mayor
August 18, 2022

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Ashley Collick, Assistant City Manager

DATE: August 18, 2022

SUBJECT: **APPROVE PROCLAMATION RECOGNIZING SEPTEMBER 15 - OCTOBER 15, 2022, AS NATIONAL HISPANIC HERITAGE MONTH IN THE CITY OF SEASIDE**

RECOMMENDATION

Approve a proclamation that celebrates and recognizes the contributions Hispanic Americans have made to American society and culture and to honor five of our Central American neighbors who celebrate their Independence days in September.

BACKGROUND

On June 3rd, 2021, the Council approved the Library of Congress' commemorative observances. National Hispanic Heritage Month celebrates and recognizes the contributions Hispanic Americans have made to American society and culture and to honor five of our Central American neighbors who celebrate their Independence days in September.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

1. National Hispanic Heritage Month 2022

Reviewed for Submission to the City Council by:

Jaime M. Fontes, City Manager

City of Seaside
PROCLAMATION

National Hispanic Heritage Month
Commemorative Observance

WHEREAS, *September 15th through October 15th is recognized as National Hispanic Heritage Month and as a time to honor the invaluable ways Hispanics and Latinos contribute to our common goals, celebrate their diverse cultures, and to work towards a stronger, more inclusive, and more prosperous society for all; and*

WHEREAS, *Hispanics and Latinos have and continue to serve as Civil Rights leaders, politicians, military service members, educators, first responders, science pioneers, and public servants for our community and country; and*

WHEREAS, *Hispanics and Latinos have enhanced and shaped our national character with centuries old traditions that reflect the multi-ethnic and multi-cultural customs of their communities, while adding their own distinct and dynamic perspectives to the story of our country; and*

NOW THEREFORE, BE IT PROCLAIMED, *that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim September 15, 2022 through October 15, 2022 as National Hispanic Heritage Month.*

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Ian N. Oglesby, Mayor
August 18, 2022

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 18, 2022

SUBJECT: **PROCLAMATION RECOGNIZING SEPTEMBER AS CHILDHOOD CANCER AWARENESS MONTH IN THE CITY OF SEASIDE**

RECOMMENDATION

Proclaim September as Childhood Cancer Awareness Month.

BACKGROUND

September has been designated as Childhood Cancer Awareness Month and serves as a time to recognize children and families affected by childhood cancers. This month also emphasizes the importance of supporting research on these devastating conditions.

The attached proclamation also seeks to authorize the lighting of City Hall in gold (yellow), which serves as a symbol for all forms of cancer affecting children and adolescents, for the month of September.

FISCAL IMPACT

None.

ATTACHMENTS

1. Proclamation Childhood Cancer Awareness Month

Reviewed for Submission to the City Council by:

Jaime M. Fontes

Jaime M. Fontes, City Manager

City of Seaside
PROCLAMATION

Childhood Cancer Awareness Month
September 2022

WHEREAS, *for those children and their families, and in memory of every young person lost to cancer, we unite behind improved treatment, advanced research, and brighter futures for young people everywhere and;*

WHEREAS*, thanks to significant advances in treatment over the last 30 years, the combined 5-year survival rate for children with cancer increased by more than 20 percentage points and;*

WHEREAS*, childhood cancer is the leading cause of death by disease in children. 1 in 285 children in the United States will be diagnosed by their 20th birthday, 46 children per day or 16,790 children per year are diagnosed with cancer in the U.S., which means that there are approximately 40,000 children on active treatment at any given time and;*

Whereas*, the average age of diagnosis is 6 years old, compared to 66 years for adults' cancer diagnosis. 80% of childhood cancer patients are diagnosed late and with metastatic disease, and;*

Whereas*, on average there's been a 0.6 percent increase in incidence per year since the mid 1970's resulting in an overall incidence increase of 24 percent over the last 40 years, resulting in two-thirds of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, with one quarter being classified as severe to life-threatening, and;*

Whereas*, approximately one half of childhood cancer families rate the associated financial toxicity due to out-of-pocket expenses as considerable to severe, and;*

Whereas*, in the last 20 years only four new drugs have been approved by the FDA to specifically treat childhood cancer, thereby, the National Cancer Institute recognizes the unique research needs of childhood cancer and the associated need for increased funding to carry this out and;*

Whereas*, hundreds of non-profit organizations at the local and national level including the American Childhood Cancer Organization are helping children with cancer and their families cope through educational, emotional and financial support, while researchers and healthcare professionals work diligently dedicating their expertise to treat and cure children with cancer, and;*

NOW, THEREFORE BE IT PROCLAIMED, *that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim the City of Seaside, Ca. September 2022 as Childhood Cancer Awareness Month in Seaside, California and; the City Council authorizes the lighting of City Hall for the month of September in gold which symbolizes all forms of cancer affecting children and adolescents. I encourage all Seaside residents and visitors to observe Childhood Cancer Awareness Month and support this cause that so deeply impacts families in every community across our country.*

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Ian N. Oglesby, Mayor
August 18, 2022

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Samantha Alcaraz, Human Resources Analyst
Roberta Greathouse, Human Resources Director/Risk Manager

DATE: August 18, 2022

SUBJECT: **ADOPT THE RESOLUTION CREATING THE POSITIONS OF WATER SYSTEM OPERATOR AND DEPUTY FIRE CHIEF, AMENDING THE FISCAL YEAR 2022-23 FUND BUDGET, AND MODIFYING THE POSITION ALLOCATION LIST TO REFLECT ORGANIZATIONAL CHANGES**

RECOMMENDATION

Adopt the resolution creating the classifications of Water System Operator and Deputy Fire Chief, and amending the Fiscal Year 2022-23 General Fund Budget and Municipal Water Fund Budgets by appropriating $103,625.00 and $20,388.00 to each fund respectively, and modifying the position allocation list to reflect the organizational changes.

BACKGROUND

The recommended staffing changes are as follows:

1. Modify the position control list to add one Water System Operator in the Seaside Municipal Water System.The Water Division is currently budgeted for one Senior Maintenance Worker and one Maintenance Worker II. The technical water duties are currently being performed by the Utilities by Maintenance Supervisor whereas in the past, the Division was staffed with two water technicians. The City modified the staffing levels due to several reasons including a lack of qualified candidates in the labor market, a desire to have a greater level of cross training, and the thought that existing staff would be interested in obtaining the water certificates and perform the technical duties. As time goes on, it is clear that the City needs more depth on the bench and it's critical to hire a Water System Operator. There is no cost to the General Fund as this position is paid through the Seaside Municipal Water System which is

funded by utility payments. This position will be assigned to the Seaside City Employees' Association and will be paid $41.83 per hour which is 13.1% over the Senior Maintenance Workers and 15% below Utility Supervisor.

2. Transfer the budgeted salary and benefits for one Senior Maintenance & Utilities Worker from the Water Division into the Parks Division (General Fund).

3. Add the position of Deputy Fire Chief to the position allocation list. This position was approved in the FY 22/23 Adopted Budget and it is necessary to advance the Fire Department's mission. This is a 40 hour per week Fire Management position that will be assigned to the Seaside Public Safety Managers' Association. Staff conducted a salary survey and proposes annual pay rate be set at $189,336 annually, which is 9% behind Fire Chief and 20% above Division Chief.

FISCAL IMPACT

1. The Senior Maintenance & Utility Worker position which is currently budgeted in the Municipal Water fund will move to the general fund. With a total cost of $103,625.00, the increase to the general fund budget will shift the fund from a budgeted $60,531 operating surplus to a budgeted $43,094.00 operating deficit. The deficit will be covered by unassigned fund balance.

2.The difference in the cost of the Senior Maintenance & Utility Worker position ($103,625.00) and the Water System Operator position ($124,013.00) is $20,388. By increasing the Municipal Water fund budget by $20,388.00, the Water fund budgeted deficit will increase from $2,464 to $22,852.

ATTACHMENTS

1. Resolution
2. Water System Operator Job Description
3. Deputy Fire Chief Job Description
4. Budget Impact FY23_08.18.22

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

CREATING THE CLASSIFICATIONS OF WATER SYSTEM OPERATOR AND DEPUTY FIRE CHIEF, AMENDING THE FISCAL YEAR 2022-2023 BUDGET, AND MODIFYING THE POSITION ALLOCATION LIST TO REFLECT THE ORGANIZATIONAL CHANGES

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

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

WHEREAS, there is a need to create the Water System Operator in the Public Works Department; and

WHEREAS, the Water System Operator will be assigned to the Seaside City Employees' Association bargaining unit and paid a top step hourly salary of $41.83; and

WHEREAS, one Senior Maintenance & Utilities Worker will be transferred from the Water Division into the Parks Division (General Fund); and

WHEREAS, there is a need to create the Deputy Fire Chief in the Fire Department; and

WHEREAS, the Deputy Fire Chief will be assigned to the Seaside Public Safety Managers' Association bargaining unit and paid a top step annual salary of $189,336; and

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

WHEREAS, the Position Allocation List will be modified to:

1. Add one Water System Operator in the Water Division;
2. Transfer one Senior Maintenance Worker from the Water Division to the Parks Division;
3. Add one Deputy Fire Chief to the Fire Department;

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

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approve creating the new positions and modifying the Position Allocation List as proposed.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of August 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

____

Ian N. Oglesby, Mayor

ATTEST:

____

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

____

Sheri L. Damon, City Attorney

July 2022
FLSA: NON-EXEMPT

WATER SYSTEM OPERATOR

DEFINITION

Under general supervision, performs a variety of complex and skilled work in the construction, modification, maintenance, and repair of City potable water distribution main and lateral pipeline systems, including complex residential and commercial water meters, valve cans, meter boxes, and water distribution valves; uses and operates a variety of manual and power tools and light to heavy power-driven equipment; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Utilities Field Supervisor. Exercises technical and functional supervision over and provides training to Maintenance and Utilities staff.

CLASS CHARACTERISTICS

The incumbents in this specialist classification may serve as a lead worker and assists the supervisor by providing direction to work crews in the field and assisting in evaluation of the crews. The employee is assigned projects by the supervisor, but has considerable flexibility in determining the timing, work process, and specific steps of each project and performs a wide range of skilled construction, modification, maintenance, and repair duties required to ensure that City infrastructure, systems, and facilities to which assigned are maintained in effective working condition and provide the highest level of safety for public use. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. This class is distinguished from the Maintenance and Utilities Field Supervisor in that the latter is the full supervisory-level class in the series responsible for organizing, assigning, supervising and reviewing the work of assigned staff involved in maintenance operations.

EXAMPLES OF TYPICAL FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Provides technical and functional supervision to assigned Maintenance and Utilities staff; reviews and controls quality of work; participates in performing routine to complex and specialized maintenance and repair work on assigned City public works infrastructure.
- Plans, schedules, prioritizes, and assigns maintenance and repair work in consultation with the Maintenance and Utilities Field Supervisor; communicates status of repairs to appropriate personnel, working cooperatively to schedule repairs in accordance with established and special operational priorities; instructs staff in work procedures.
- Trains employees in work methods, use of tools and equipment, and relevant safety precautions.
- Performs highly skilled construction, maintenance, and repair activities of City water utilities systems and facilities to ensure safe and efficient access for the public, including complex

residential and commercial water meters, valve cans, meter boxes, and water distribution valves.

- Performs the most complex water valve maintenance, including various types of lines and valves, locating and raising valves that are not exposed, operating automated machines to exercise valves on an annual basis, and updating records following the installation of new valves.
- Identifies equipment needs for each assigned project; completes inventory control paperwork and assists in maintaining time, material, and equipment use records.
- Cuts and assembles water pipes and water services; installs cathodic protection materials on water lines, water mains, valves, and water pipes.
- Uses valve-turning equipment to isolate and shut down pre-designated water lines for routine maintenance and in emergency situations; ensures proper shut-down of services by utilizing sounding equipment and flow rates; provides explanations to the public during shut-downs.
- Performs a variety of skilled maintenance and repair duties on City operated pump stations.
- Participates in the City-wide inspection program, including inspecting assigned City infrastructure for safety issues, structural integrity, and possible future work projects and programs, and appropriately marking areas that need to be repaired.
- Performs water meter maintenance, including installing new meters, testing and repairing meters of various sizes, repairing leaks, and replacing meters as necessary; installs service lines for newly developed properties and accounts for the installation of meters for new homes; performs shut-downs of services, as required.
- Reads meters.
- Monitors contractors working with and around underground services to ensure that the work is appropriately performed to code; addresses discrepancies as necessary.
- Operates and maintains specialized vehicles and a variety of light, medium, and heavy equipment related to the construction, maintenance, and repair of water utilities systems and facilities.
- Operates a variety of hand and power tools and equipment related to work assignment.
- Observes safe work methods and makes appropriate use of related safety equipment as required.
- Maintains public facilities, shop and garage areas, storage sites, and other work areas in a clean and orderly condition, including securing equipment at the close of the workday.
- Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Basic principles of supervision and training.
- Principles, practices, tools, and materials for maintaining and repairing potable water distribution main and lateral pipeline systems, including complex residential and commercial water meters, valve cans, meter boxes, and water distribution valves.
- Traffic control procedures and traffic sign regulations.
- The operation and minor maintenance of a variety of hand and power tools, vehicles, and light to heavy power equipment.
- Operational characteristics of specialized water utilities maintenance and repair equipment.

- Occupational hazards and safety equipment and practices related to the work, including the handling of hazardous chemicals.
- Applicable Federal, State, and local laws, codes, and regulations.
- Basic mathematics.
- Safe driving rules and practices.
- Modern office practices, methods, computer equipment and basic computer software.
- Principles and procedures of record keeping and reporting.
- English usage, spelling, vocabulary, grammar, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and City staff.

Ability to:

- Plan, schedule, assign, and oversee activities of Maintenance and Utilities repair personnel.
- Inspect the work of others and maintain established quality control standards.
- Train others in proper and safe work procedures.
- Identify and implement effective course of action to complete assigned work.
- Oversee and participate in maintenance and related projects in the assigned functional area(s).
- Perform skilled construction, modification, maintenance, and repair work on assigned municipal infrastructure, facilities, systems, and/or appurtenances.
- Operate specialized construction and maintenance, light to heavy vehicles and equipment.
- Troubleshoot maintenance problems and determine materials and supplies required for repair.
- Read and interpret construction drawings, blueprints, maps, and specifications.
- Safely and effectively use and operate hand tools, mechanical equipment, power tools, and equipment required for the work.
- Perform routine equipment maintenance.
- Maintain accurate logs, records, and basic written records of work performed.
- Follow department policies and procedures related to assigned duties.
- Understand and follow oral and written instructions.
- Make accurate arithmetic calculations.
- Organize own work, set priorities, and meet critical time deadlines.
- Use English effectively to communicate in person, over the telephone or radio, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to the completion of the twelfth (12^{th}) grade and three (3) years of experience in a skilled building and/or construction trade related to water utility maintenance and/or operations including basic pipefitting skills.

Licenses and Certifications:

- Possess or ability to obtain within 12 months a valid California class B driver's license with the appropriate endorsements.
- Possession of a Grade II Water Distribution Operator Certificate.
- Possession of Grade I Water Treatment Operator Certificate.
- Possession of or ability to obtain a valid AWWA Backflow Tester's Certificate within twelve (12) months of hire.

PHYSICAL DEMANDS

Must possess mobility to work in the field; strength, stamina, and mobility to perform medium to heavy physical work, to work in confined spaces and around machines, to climb and descend ladders, to operate varied hand and power tools and construction equipment, and to operate a motor vehicle and visit various City sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 100 pounds, or heavier weights with the use of proper equipment.

ENVIRONMENTAL ELEMENTS

Employees work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives and contractors in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to be on-call and to work various shifts or emergencies on evenings, weekends, and holidays.

FLSA: EXEMPT

City of Seaside
DEPUTY FIRE CHIEF

DEFINITION

Under general direction, assists the Fire Chief in managing and directing all aspects of the Fire Department. Serves as the City's Fire Marshal; assists with the development and implementation of Fire Department goals, objectives, guidelines, and priorities; directs, manages, coordinates, and supervises personnel and activities of Fire Prevention, Community Risk Reduction, Operations, Training, Administration, and Emergency Medical Services (EMS). Commands and coordinates emergency incidents including fire suppression, rescue, emergency medical services, hazardous material response, and drone response. Provides responsible administrative support to the Fire Chief and others; and performs related duties as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Fire Chief. Exercises direct and indirect supervision over the Fire Division Chiefs and their Divisions/Programs.

CLASS CHARACTERISTICS

This is a management classification that manages the operations and services of the City of Seaside's Fire Department. Responsibilities include performing diverse, specialized, and complex work involving significant accountability and decision-making responsibility. Successful performance of the work requires an extensive professional background, skill in coordinating work with that of other City departments and public agencies, and the ability to work with the public, contractors, developers, and builders on fire code related issues. This class is distinguished from Fire Chief in that the latter has overall management responsibility for all fire safety programs, functions, and activities, and for developing, implementing, and interpreting public policy. This position is distinguished from Fire Division Chief as this classification assists the Chief in supervising over all department operations and serves as the Fire Marshal. This is a management position assigned to work a 40 hour per week schedule.

ESSENTIAL DUTIES

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Assists the Fire Chief in managing and directing the Fire Department.
- Assists with the Accreditation process and all activities and duties related to the process.
- Manages the Office of the Fire Marshal and all duties related to prevention; inspects of structures and fire protection systems; manages the line inspection program; conducts plan checks for fire and life safety to obtain compliance of Federal, State, and Local laws; consults with architects, developers and builders to achieve compliance with appropriate laws and fire protection needs; discusses compliance problems with owners, contractors and other responsible parties; may issue citations for violations of code provisions.
- Assists with the supervision, development, and administration of the City's contracts with other agencies.

- Investigates complaints and disputes; responds in writing regarding complaint investigations and perform and coordinate code compliance activities with other departments and divisions. Issues stop-work order when necessary.
- Investigates fires for cause and origin and pursues or coordinates investigation of malicious and arson fires; complies with laws regarding the collection and preservation of evidence, arrest, search and seizure; testifies in court as required.
- Supervises specialty programs to include; the State Office of Emergency Services Hazardous Materials Program (Haz Mat), Drone Program, and Fire Reserve Program.
- Assists in planning, organizing, and supervising all services and activities of the Operations, Training, EMS, Administration, and Prevention Divisions of the Fire Department, including fire suppression, emergency preparedness, community risk reduction, fire investigation, public services, programs, training, and administration.
- Manages the development and implementation of goals, objectives, administrative/standard operating guidelines, and standards of safety to ensure compliance with applicable laws and regulations.
- Participates in the development and administration of the department budget.
- Interprets and applies provisions of laws, rules, and regulations related to Fire Department matters.
- Trains employees in work procedures, standards, safety practices, and reviews work in progress or upon completion for compliance with standards.
- Reviews and approves employee work schedules, overtime, vacation, sick leave, and time cards.
- Conducts staff and safety meetings.
- Confers with citizens and City officials on fire-related problems; assists in the development of innovative fire-related programs, policies and practices.
- Supervises the delivery of emergency services; responds to greater alarms as necessary, makes technical decisions as to the best methods of extinguishing fires, and provides support to the command structure of emergency operations if necessary.
- Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; recommends and directs the implementation of changes.
- Oversees the maintenance and repair of department vehicles, apparatus, equipment and facilities; coordinates annual apparatus service testing; ensures equipment is maintained in a constant state of readiness for emergency operations; conducts safety inspections; selects, recommends, and purchases equipment and vehicles as needed.
- Attends and/or makes presentations at council, interagency, committee, and other meetings.
- Represents the Fire Department to other City departments, elected officials and outside agencies; explains and supports Fire Department programs, policies, and activities.
- Coordinates department activities with other departments, governmental agencies and outside organizations.
- Prepares and maintains a variety of records, reports and correspondence related to program activities.
- Participates in various professional organizations, and may serve on various boards, commissions and committees (such as TAC); attends civic and other community organizations

to explain and promote the activities and functions of the department and to establish favorable public relations.
- Attends required training courses and seminars to stay abreast of new trends and innovations in the field of fire prevention and suppression, and emergency preparedness.
- Responds to difficult or sensitive complaints and requests for information from the public, news media, and City staff.
- Acts on behalf of the Fire Chief in his/her absence.
- Performs related duties as assigned.

TYPICAL QUALIFICATIONS

Knowledge of:
- Administrative principles and methods, including goal setting, program and budget development and implementation, personnel management and supervision.
- City and Fire Department policies and procedures.
- Fire Prevention and related building codes, city ordinances, laws and nationally recognized standards, principles and practices; principals, practices, techniques and procedures of fire prevention, supervision, administration, budgeting, personnel management and training.
- Inspection techniques.
- Management of fire inspection programs.
- Pertinent federal, state and local laws, regulations, codes and ordinances.
- Principles, practices, and procedures of modern fire suppression and prevention, hazardous materials containment, rescue, clean-up, and salvage.
- Principles and practices of employee supervision, including deployment, work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Operation and maintenance of various apparatus and equipment used in modern firefighting activities.
- Medical aid, rescue, and resuscitation practices.
- Operational characteristics, services and activities of a comprehensive municipal fire protection program.
- Modern principles, practices, techniques, and equipment of fire science, operations and training.
- Equipment procurement and maintenance.
- City purchasing policies.
- Techniques for dealing effectively with and solving the problems presented by a variety of individuals from various socio-economic, cultural and ethnic backgrounds, in person and over the telephone, often in emergency or stressful situations.
- Principles and practices of staff report writing.
- Modern office practices and technology including personal computer hardware and software.
- English usage, spelling, grammar, and punctuation.
- Safety practices and equipment related to the work.

Ability to:
- Plan, organize, assign, supervise, review, and evaluate the activities of program areas within

the Fire Department.

- Understand and act in accordance with the City and Fire Department policies, procedures, and rules; interpret and apply policies, procedures, and rules to assigned personnel.
- Select, train, motivate, and evaluate staff.
- Develop, implement, and interpret goals, objectives, policies, procedures, and work standards to ensure the provision of effective and efficient municipal code enforcement services.
- Research, analyze, and evaluate new service delivery methods, procedures and techniques.
- Coordinate department activities with other City departments and agencies as required.
- Make sound decisions and direct operations at an emergency scene; react quickly and calmly in emergency situations.
- Analyze complex problems, evaluate alternatives, and make sound recommendations related to program activities.
- Properly use fire suppression and other work-related equipment.
- Interpret, analyze, apply, and enforce federal, state and local laws, rules, and regulations.
- Identify and respond to community and City Council issues, concerns, and needs.
- Plan and administer a complex budget; allocate limited resources in a cost-effective manner.
- Research, analyze, and evaluate new service delivery methods, procedure and techniques.
- Identify training needs and plan, implement, and evaluate programs.
- Learn the geographic layout of the City and the surrounding areas and the location of various fire suppression utilities.
- Support fire prevention and public education activities in the community.
- Train and instruct firefighters in modern firefighting practices and procedures.
- Coordinate and carry out special assignments.
- Prepare clear, concise, and logical written and oral reports.
- Communicate clearly and concisely, both orally and in writing, to present information to Department personnel, members of the public, other City employees and the media.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Use computer technology and applications in the performance of daily activities including preparing reports, correspondence, technical records, and other documents and/or papers used by the Department.
- Use tact, initiative, prudence and independent judgment within general policy, procedural, and legal guidelines.
- Support, reinforce, and model Department organizational expectations.
- Meet the physical requirements necessary to safely and effectively perform the assigned duties.
- Be culturally competent and have a basic understanding of diversity, equity, and inclusion.

Education and Experience
A combination of education and experience which would provide the required knowledge and abilities is qualifying. Education may not fully substitute for the required experience unless expressly stated herein.

Equivalent to graduation from an accredited four-year college or university with major coursework in fire science, fire administration, fire prevention, business administration, public administration, or a closely related field; and fifteen (15) years of increasingly responsible full-time experience in an organized fire department, including at least five (5) years of full-time experience working as a Chief Officer.

Licenses and Certifications
- State of California Certified Firefighter I & II Certificate, or equivalent.
- Possession of a valid State of California Class C driver license upon time of appointment. A satisfactory driving record is required at the time of appointment.
- Possession of a valid American Heart Association CPR card.
- Possession of a valid EMT certification or paramedic license.
- Possession of a State of California Certified Fire Officer or Company Officer Certificate or equivalent.
- Possession of a State of California Chief Officer Certificate or equivalent (old curriculum), or all coursework completed for the State of California Chief Fire Officer Certificate or equivalent (new curriculum) at time of appointment.
- Successful completion of California State Fire Marshal State Board of Fire Services courses:
    - Fire Inspector 1A, 1B,1C, and 1D; Fire Investigation 1A, 1B and 1C; Plan Examiner 1A,1B, and 1C or equivalent at time of appointment or within twenty-four (24) months of appointment.

Desired Qualifications:

- Certification by the State of California as a Fire Inspector 1,2, Plan Examiner, Fire Investigator, PC832, or equivalent.
- Successful completion of California State Board of Fire Services accredited courses of Fire Inspector 2A-2D; Public Education 1, or equivalent.

<u>PHYSICAL DEMANDS</u>
- Incumbents must possess mobility and physical strength and stamina to respond to emergency situations and use all emergency apparatus while wearing personal protective equipment; must demonstrate physical endurance, agility, strength, and stamina in the performance of hazardous tasks under emergency conditions; think and act quickly in emergencies; lift and move individuals or objects weighing more than 100 pounds; ability to work in a standard office setting and to operate motor vehicles; vision to read gauges, documents and street maps; accurate depth perception; ability to communicate verbally,

  including projecting a voice that can be heard in a noisy environment; ability to hear and distinguish various sounds, such as alarms, voices of co- workers and warning horns or sirens in both quiet and noisy environments; ability to stand, walk, bend and reach at, above or below shoulder height for extended periods of time; sustained concentration and prolonged commitment to job tasks.

ENVIRONMENTAL CONDITIONS

WORKING CONDITIONS

Employees in this class must be able to work with exposure to emergency circumstances; work both inside and outside with exposure to all types of weather conditions, including odors, dust and pollen; exposure to chemicals, skin irritants, fumes and solvents; willing to work irregular hours and/or extended shifts, including weekends and holidays as scheduled by the department; and work at various locations within the City of Seaside.

Uniform Requirement

Incumbents are required to wear a designated department class “B” uniform and personal protective equipment when necessary.

Work Schedule

Although this is a 40 hour position, this position may be required to work nights, weekends, and holidays, and may be required to respond to emergencies after normal business hours.

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

Operating Budget		Arproval Date
Projected Surplus	$ 60,531	6/2/2022
Less:		
Move Sr. Maint. Worker from Water fund to General fund	$ (103,625)	pending
Running total surplus/ (deficit):	$ (43,094)	

Capital Budget/Unassigned Fund Balance		Arproval 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)	8/4/2022
Interfund loan to Seaside Muni for MCWD capacity charge	$ (7,522,232)	pending
Less:		
Operating (deficit)	$ (43,094)	
Running total, Unassigned Fund Balance:	$ 9,387,817	

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

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager
Samantha Alcaraz, Human Resources Analyst

DATE: August 18, 2022

SUBJECT: **ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDA OF UNDERSTANDING WITH THE SEASIDE FIREFIGHTERS' ASSOCIATION, SEASIDE PUBLIC SAFETY MANAGERS' ASSOCIATION, SEASIDE CITY EMPLOYEES' ASSOCIATION, SEASIDE MANAGERS AND SUPERVISORY EMPLOYEES' ASSOCIATION, CONFIDENTIAL EXEMPT AND NON-EXEMPT EMPLOYEES, AND UNCLASSIFIED EXEMPT AND NON EXEMPT EMPLOYEES**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute Memoranda of Understanding with labor groups.

BACKGROUND

The memoranda of understanding and listing of benefits for the City's bargaining units and unrepresented employees expired on June 30, 2022. The City's representatives have had very collaborative meetings regarding the terms and conditions of the successor agreements. The City Council approved these terms in Closed Session on August 4, 2022.

These terms include:

1.Seaside Firefighters' Association:

a. Three year term expiring June 30, 2025
b. 4% salary increases in the first full pay period of July each year.
c. Increase the City's deferred compensation matching contribution to $200 /

month from $100 / month.

d. Payment of a one-time $2,500 first responder stipend to each member of the association.

2.Seaside Public Safety Managers' Association

a. Three year term expiring June 30, 2025
b. 4% salary increases in the first full pay period of July each year.
c. Increase the City's deferred compensation matching contribution to $200 / month from $100 / month.
d. Eliminate "Flex Time" for Fire Division Chiefs and increase Administrative Leave (no cash value) to 56 hours annually for 40-hour employees and 72 hours annually for 56-hour employees.

3.Seaside Managers and Supervisory Employees' Association

a. Three year term expiring June 30, 2025
b. 3% salary increases in the first full pay period of July 2022.
c. Increase the City's contribution to medical insurance in accordance with Attachment A.
d. 4% salary increases in the first full pay period of July in 2023 and 2024.
e. Effective the first full pay period in January 2023, the members will pay 3% of the City's Employer Contribution to CalPERS in exchange for an offsetting 3% salary increase.
f. Increase the City's deferred compensation matching contribution to $200 / month from $100 / month.
g. Suspend "Performance Pay" for a period not to exceed one year pending the evaluation and implementation of a defensible performance pay system.

4.Confidential and Unclassified Exempt Employees

a. Three year term expiring June 30, 2025
b. 4% salary increases in the first full pay period of July each year.
c. Increase the City's deferred compensation matching contribution to $200 / month from $100 / month.
d. Effective the first full pay period in January 2023, the members will pay 3% of the City's Employer Contribution to CalPERS in exchange for an offsetting 3% salary increase.

5.Confidential and Unclassified Non-Exempt Employees

a. Three year term expiring June 30, 2025

b. 3% salary increase in the first full pay period of July 2022.
c. Increase the City's contribution to medical insurance in accordance with Attachment A.
d. 4% salary increases in the first full pay period of July in 2023 and 2024.
e. In the first full pay period in January 2023, 2024, and 2025, provide an equity adjustment to eligible employees in the amount of 1/3 the distance to the market. Eligible employees, and the specific equity adjustments are outlined in the MOU.
f. City to pay 5% for any unit member who possesses an active Notary Certificate and performs Notary work on a regular basis.
g. Increase the City's deferred compensation matching contribution to $125 / month from $100 / month.
h. Increase the Health Club Membership reimbursement from $45 per month to $50 per month.

6. Seaside City Employees' Association

a. Three year term expiring June 30, 2025
b. 3% salary increase in the first full pay period of July 2022.
c. Increase the City's contribution to medical insurance in accordance with Attachment A.
d. 4% salary increases in the first full pay period of July in 2023 and 2024.
e. In the first full pay period in January 2023, 2024, and 2025, provide an equity adjustment to eligible employees in the amount of 1/3 the distance to the market. Eligible employees, and the specific equity adjustments are outlined in the MOU.
f. Increase comp time bank to 140 hours from 100 hours.

FISCAL IMPACT

In the 2022/2023 Adopted Budget, the City Council budgeted for a 3% across the board salary increase. During these negotiations it became apparent that additional authority needed to be provided given the sharp increase in the cost of living and the fact that a number of the City's classifications have fallen behind the market, which creates retention and recruitment issues.

The estimated cost of each package in the current Fiscal Year is anticipated to be:

Group	Budgeted	Unbudgeted
Seaside Firefighters' Assoc	$214,500	$110,000
Public Safety Managers	$37,000	$13,000

Seaside City Employees	$275,000	$130,000
Confidential / Unclassified	$42,500	$17,000
Seaside Managers & Supervisors	$102,500	$32,000
Total	$671,500	$302,000

The Finance Director will evaluate the effect of these changes at mid-year to determine if budget adjustments are necessary.

ATTACHMENTS

1. Resolution
2. Attachment A Health Insurance Contributions
3. Fire MOU
4. SMSEA MOU
5. SPSMA MOU
6. SCEA MOU
7. SCEA Attachment 1 Equity Adjustments
8. Confidential Exempt Listing of Benefits 2022
9. Confidential Non-Exempt Benefit Listing 2022
10. Confidential Attachment 1 Equity Adjustments
11. Non-Exempt Unclassified Positions 2022
12. Unclassified Positions 2022

Reviewed for Submission to the City Council by:

Jaime M. Fontes, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDA OF UNDERSTANDING WITH THE SEASIDE FIREFIGHTERS' ASSOCIATION, SEASIDE PUBLIC SAFETY MANAGERS' ASSOCIATION, SEASIDE CITY EMPLOYEES' ASSOCIATION, SEASIDE MANAGERS AND SUPERVISORY EMPLOYEES' ASSOCIATION, CONFIDENTIAL EXEMPT AND NON-EXEMPT EMPLOYEES, AND UNCLASSIFIED EXEMPT AND NON EXEMPT EMPLOYEES

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

WHEREAS, the Seaside Firefighters' Association, Public Safety Managers' Association, Seaside City Employees' Association, and Seaside Managers and Supervisory Employees' Association, and the representatives of the City Manager of the City of Seaside have reached agreement with respect to matters herewith jointly set forth, and have developed a written understanding of such matters for the purpose of presenting it to the City Council of the City of Seaside for its determination; and

WHEREAS, the Resolution No. 01-28, the City of Seaside's Employee-Employer Relations Procedure designates certain classifications as Confidential and those employees are unrepresented; and

WHEREAS, Municipal Code Section 2.44.030 dictates the types of positions that are designated as unclassified and those employees are unrepresented; and

WHEREAS, the City Manager has recommended the unrepresented employees receive similar pay and benefits as other employees.

NOW, THEREFORE, BE IT RESOLVED, that the attached Memoranda of Understanding shall be effective as stated therein; and

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18nd day of August 2022.

AYES: COUNCIL MEMBERS:

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

____
Ian N. Oglesby, Mayor

ATTEST:

____
Dominique Davis, City Clerk

Health Insurance Rate Adjustments
Effective July 1, 2022 SCEA, Confidential and
Unclassified Non-Exempt, and SMSEA

Base Plan = "MCSIG PPO $40" (70/30 plan)
City pays 100% EE Coverage & 95% dependents coverage

	2022 Reduced Employee Contribution	2022 Increased City Contribution	Employee Monthly decrease	City Increase
Single	$ -	$ 936.49	$ -	$ -
Emp +1	$ 88.50	$ 1,681.50	$ (98.38)	$ 98.38
Emp + Family	$ 114.90	$ 2,183.10	$ (127.72)	$ 127.72

Level 1 Buy-Up = "MCSIG PPO $25" (80/20 plan)
City Pays 100% of employee and 85% dependents

	2022 Reduced Employee Contribution	2022 Increased City Contribution	Employee Monthly decrease	City Increase
Single	$ -	$ 1,088.53	$ (152.04)	$ 152.04
Emp +1	$ 325.77	$ 1,846.01	$ (164.12)	$ 164.12
Emp + Family	$ 423.17	$ 2,397.94	$ (214.33)	$ 214.33

Level 2 Buy-Up = "MCSIG PACE Plan" (90/10 plan)
Employee Pays 100% of the Difference Between PPO $25 and PACE Plan

	2022 Reduced Employee Contribution	2022 Increased City Contribution	Employee Monthly decrease	City Increase
Single	$ 557.46	$ 1,088.53	$ (151.54)	$ 152.04
Emp +1	$ 1,441.75	$ 1,846.01	$ (164.12)	$ 164.12
Emp + Family	$ 1,877.00	$ 2,397.94	$ (214.33)	$ 214.33

The following contribution schedule applies to employees hired by the City before Oct. 15, 2015

Level 3 Buy-Up "MCSIG PACE" PLAN CONTRIBUTIONS (90/10 plan)
City pays 90% EE only; 75% dependents

	2022 Reduced Employee	2022 Increased City Contribution	Employee Monthly decrease	City Increase
Single	$ 155.90	$ 1,403.10	$ (140.31)	$ 393.03
Emp +1	$ 778.50	$ 2,335.50	$ (155.70)	$ 591.80
Emp + Family	$ 1,012.25	$ 3,036.75	$ (80.98)	$ 672.28

Memorandum of Understanding Between the City of Seaside And The Seaside Fire Fighters' Association

July 1, 2022 –June 30, 2025

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY MANAGER OF THE CITY OF SEASIDE AND THE SEASIDE FIREFIGHTERS' ASSOCIATION

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY MANAGER OF THE CITY OF SEASIDE AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1218

We, the undersigned, duly appointed representatives of the City of Seaside and of the International Association of Firefighters Local 1218, a recognized employee organization, hereinafter referred to as "City" and "Association", having met and conferred in good faith in accordance with the Meyers-Milias-Brown Act, (government Code Section 3500 et. seq.) do hereby jointly prepare and execute the following written Memorandum of Understanding. It is understood that the provisions herein set forth supersede previous Memoranda of Understanding between the City and the Association. All items not expressly modified or changed by the MOU shall remain in effect during the term of the MOU except those items that no longer apply. All provisions of the MOU as stated within and other benefits enjoyed by the membership shall remain in effect until this MOU is modified through Meet and Confer.

SECTION 1: TERM

The provisions of the Memorandum of Understanding shall become effective July 1, 2022, and shall remain in effect for a period, terminating June 30, 2025.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. Salary Adjustment:
   a. A 4% base salary increase will occur on July 9, 2022.
   b. A 4% base salary increase will occur the first day of the first full pay period in July 2023.
   c. A 4% base salary increase will occur the first day of the first full pay period in July 2024.

2. First Responder Pay: The first full pay period following Council approval, each member shall receive a one-time stipend of $2,500.

3. Longevity Pay:
   a. Bargaining unit members with 5 or more years of continuous City service will receive longevity pay in the amount of 2.5% payoff the members' base salary rate.

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

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

B. Overtime:

1. Pre-Approval:

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

2. Minimum Overtime Guarantee (Emergency Call Back):

When an employee is called back to work on an emergency basis, the actual time worked, with a minimum of four (4) hours, shall be earned.

3. FLSA Calculation:

All employee overtime shall be earned in increments of one-half (1/2) hour and will be compensated for at the rate of time and one-half (1-1/2) in cash at the employee's established rate of pay, at the discretion of the Department Head. The City will not deduct credited FLSA (Fair Labor Standard Act) hours when represented employees use accumulated hours in the form of vacation, sick leave, compensated time off, personal leave time off, or bereavement leave. City will pay the FLSA hours without regard to represented employee use of accumulated benefit/leave times.

4. Shift Work Overtime:

Fire Department personnel assigned to shifts shall be compensated for overtime in the following manner:

a. When called back to work a shift because of the absence of a person regularly assigned to that shift, the pay shall be computed by dividing the employee's annual salary by 2912 hours. This figure shall be prorated for any portion of such shift and paid of such shift and paid at time and one-half.

b. Whenever in the judgment of the Fire Chief or his designated representative, an employee is required to work in excess of his/her regular work week or regular work day, he/she shall be compensated for such overtime work at the rate of one and one-half (1 ½) times the hourly regular rate of pay for his/her classification. (Hourly rate is based on a 56 hour work week). The regular rate of pay is the individual's base pay plus incentives.

c. Form of Compensation. An employee who works overtime and who is thus eligible for overtime compensation shall receive overtime compensation in the form of cash or compensatory leave subject to the following provisions.

i. Maximum Accumulation: Compensatory time which is allowed to accumulate, will be up to 144 hours. Compensatory time shall be calculated by multiplying the overtime hours worked by 1.5 times to reach the number of compensatory time hours. Said time off may only be used when said employee is normally on duty with staffing to be minimum staffing plus one person. Approval to use compensatory time shall be at the discretion of the members' supervisor.

ii. Minimum Overtime Guarantee. An employee represented by IAFF who is called back to work after he/she has completed his/her regular shift and has left his/her related court appearance of off-duty hours shall be compensated for a minimum of four (4) hours overtime. It is expressly understood that an employee who works overtime rate (including court appearances) immediately prior to or subsequent to his/her regular shift shall be compensated at the overtime rate of pay for the time actually worked with no minimum number of hours of overtime guaranteed. (Hourly rate for IAFF is based on a 56 hour work week).

5. Sell Back Option:

Bargaining unit members may sell back compensatory time not used up to a maximum of 60 hours per year. Employees wishing to sell back leave must notify Finance by September 15 of each year and payoff will occur the first pay period of November.

C. Special Assignment Compensation:

1. Fire Prevention Inspector:

a. Effective on the date of appointment to the special duty assignment for Fire Prevention Inspector, a two and one-half percent (2.5%) pay adjustment will be made to the employee's base pay.

b. Term: The assignment will be limited to three personnel for a period of two years, and consecutive appointments are possible if the selection process warrants such.

c. Removal from Assignment: With cause, the Department Head may remove any person filling this position. Removal of person(s) from this assignment will not be considered a disciplinary action.

d. These personnel will be selected based on having achieved a minimum certification of Fire Prevention Officer I as recognized by the standards established by the Office of the California State Fire Marshal.

e. These personnel will be selected based on a competitive process from the candidate pool established in paragraph (d) above.

2. Spanish Bilingual Skill Pay:

   A two and one-half percent (2.5%) pay adjustment will be made to the employee's base pay for Spanish bilingual skill as tested by the City in conjunction with the Language Testing International (LTI) or other suitable and appropriately certified testing organization for Spanish bilingual testing.

3. Out of Class Compensation:

   Fire Chief maintains administrative discretion regarding approval to act out of class based on performance and training.

   a. Bargaining unit members qualified and approved to act out of class in one assignment (ie – fire fighter to engineer; engineer to captain) shall receive a 2% pay incentive that is ongoing as long as they meet the standards set by the Fire Chief.
   b. Bargaining unit members qualified and approved to act out of class in two assignments (ie – fire fighter to engineer and to captain; engineer to captain and to DC) shall receive an additional 1% pay incentive (3% total) that is ongoing as long as they meet the standards set by the Chief.
   c. Bargaining unit members assigned to a long-term vacancy that is the result of sickness, injury, resignation, or termination and is expected to last one pay period or more shall have their on-going incentive increased to a total of 5% starting on first day of the pay period following the first date of the assignment and continuing through the end of the assignment.
   d. The determination of vacancy will be made by the Fire Chief.

4. Hazardous Materials Response Team:

   a. A differential of 5% will be paid to an employee assigned to the Hazardous Materials Team by the Fire Chief. There will be a maximum of 4 team members per shift, for a total of twelve (12) team members in the Department.

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

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

   d. Hazardous Materials Differential Pay will end on June 30, 2022, unless extended or terminated earlier per item (c) above.

D. Administration of Pay Plan:

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

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

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

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

2. Salary Ranges
   The five (5) steps of each salary range shall be interpreted and applied as follows:
   a. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.

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

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

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

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

f. Notwithstanding, the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to a classification having a higher overlapping salary range, shall be adjusted:
   i. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. In the Fire Service, if an employee is promoted from one rank to another, that employee shall be placed at a step to ensure at least a 2½% increase with respect to gross salary. If the step in the new range is the first step, the employee shall remain in the step for six (6) months before becoming eligible for advancement to the second step.

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

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

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

i. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time service, the rate of compensation provided for such positions shall be adjusted accordingly. If the present schedule of hours is changed, appropriate adjustments shall be made in the rates. The step plan shall apply to part-time salaried as well as full-time salaried employees.

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

2. 40 Hour Work Week

When assigned to a 40 hour work week for training, administrative duties, light duty, etc, bargaining unit members shall receive pay and leave accrual at the 40 hour pay rate.

SECTION 3: BENEFITS

A. PERS Retirement System:

1. Plan:

   a. Tier 1: CalPERS 3% @ 50 Formula: Provided to all bargaining unit members hired on or before June 30, 2010.
   b. Tier 2: CalPERS 2% @ 50 Formula: Provided to all bargaining unit members hired on or after July 1, 2010.
   c. Tier 3: CalPERS 2.7% @ 57 plan will be provided to all sworn safety members hired on or after January 1, 2013 who are "new members" as defined under the PEPRA.

2. Employee Contribution:
   a. Effective December 22, 2012, Tier 1 and Tier 2 bargaining unit employees will pay the 9% employee contribution towards PERS.
   b. Effective January 1, 2013, Tier 3 bargaining unit members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA.
   c. Effective the first full pay period after January 1, 2017, all bargaining unit members shall pay 3% of the employer's contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost).

3. Survivor Benefits:

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

B. Deferred Compensation:

The City will pay up to one hundred dollars ($100.00) bi-monthly (24xs per year) to the ICMA deferred compensation program for each employee who makes a matching contribution.

C. Medical, Dental, and Vision Insurance:

1. Contributions:

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

   a. Medical Plan contributions for all new members hired after October 15, 2015, and for all members beginning January 1, 2017:

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

      ii. MCISG PPO $25 (80/20 Plan).

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

      iii. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.

      New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO $40 plan and the PACE Plan premium.

      iv. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.

      The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

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

2. Retiree Medical

   a. The City shall pay employees (not dependents) costs of health medical insurance for retirees who were hired prior to June 30, 2010.

   b. IAFF disabled employees who retire must have ten (10) years of continuous service, but do not need to be 50 years of age to receive this benefit.

   c. The City shall pay until retiree reaches 70 or becomes eligible for Medicare, whichever comes first.

d. Eligibility: Employees must have ten years of continuous service with the City, be at least 50 years of age, and have been hired by the City prior to July 1, 2010 to receive this benefit.

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

3. Medical Plan Benefits Committee:

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

D. Life Insurance:

City agrees to provide Group Life Insurance coverage which includes a term life insurance policy of fifty thousand dollars ($50,000) for each represented employee.

E. Long Term Disability Insurance:

The City and Association members will split the IAFF LTD premium 50/50.

F. IRS Section 125 Plan:

The City of Seaside shall maintain an Internal Revenue Code Section 125 Plan Unreimbursed Medical and Dependent Care programs for all employees in the bargaining group. The maximum for both plans is set annually by the IRS.

G. Uniform Allowance

1. Monthly Allowance:

The combined uniform and uniform boot allowance shall be one hundred dollars ($100.00) per month. The required uniform and uniform boots shall meet the Seaside Fire Department designated standard.

2. New Hire Initial Allowance:

Newly hired personnel of the Fire Department will receive a fixed sum equal to one thousand two hundred dollars ($1,200.00).

3. Uniform Allowance Reimbursement:

All personnel who separate from employment with less than twelve months of full-time service, will be required to reimburse the City a prorated share of the initial uniform allowance. For each month, or portion thereof, less than twelve, the final compensation shall be reduced by one hundred dollars ($100.00).

H. Mileage Reimbursement:

With the approval of the Department Head, the City shall reimburse both full and part time employees required to use their personal vehicles for the purpose of conducting City business at a rate based upon the current IRS rate.

I. Wellness Program:

1. City Swimming Pool:

   All represented members and their families shall have use of the City of Seaside's swimming pool at no cost to the employee or employee's family.

2. Health Club Membership:

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

   Dues will be processed by payroll deduction if administratively feasible.

3. Annual Medical Physical:

   a. All uniform represented employees shall have the option to have a treadmill test as part of their annual physical every other year paid for by the City of Seaside.

   b. The annual physical will include the prostate specific antigen (PSA) test as part of the lab analysis.

SECTION 4: LEAVE PROVISIONS

A. Vacations

1. Accrual:

   All regular employees assigned to a 56 hour work week, shall earn vacation as follows:

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

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

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

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

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

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

2. Accrual:

All regular employees assigned to a 40 hour work week for one pay period or more, shall use vacation at the 40 hour rate and earn vacation as follows:

a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of 4.29 hours per pay period.

b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of 6.26 hours per pay period.

c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of 7.25 hours per pay period.

d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years, vacation will be earned at the rate of 8.24 hours per pay period.

e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth year, vacation will be earned at the rate of 8.57 hours per pay period.

f. During the twenty-fifth year, vacation will be earned at the rate of 9.23 hours per pay period.

3. Vacation During Initial Probation:

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

4. Vacation Upon Termination:

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

a. Calculation of Hourly Pay for Vacation Payout: For employees working shifts in the Fire Department, the method of computing hourly pay for accumulated vacation shall be as follows:

i. Hourly rate equals monthly salary (including incentive pays) multiplied by twelve (12) months and divided by 2912 hours.

5. Maximum Leave Bank Accumulation:

   Employees represented by IAFF, will be allowed to have no more than two year's earned vacation accumulated as of the end of the 2nd pay period of January of any year. Based on extenuating circumstances, an employee may be granted one (1) additional year. Payout for leave in excess of maximum will occur on the 1st pay period of March. It shall be management's right and responsibility to see that the employee does not exceed the maximum. The City Manager may, in instances where the needs of the City require, authorize compensation in lieu of time off for accrued vacation.

6. Vacation Cash Out:

   The City will allow bargaining unit members to cash out 60 hours of accumulated vacation time as set forth in this section. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to sixty (60) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base salary rate. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

7. Accumulation During OJI Leave:

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

8. No Interruption of Accumulation:

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

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

1. Accrual:

   An employee assigned to a 56 hour work week shall earn 24 hours of sick leave with pay for each calendar month or major fraction thereof served and deducted hour for hour when used.

2. Use of Leave:

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

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

3. Illness/Injury During Vacation:

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

4. Personal Leave.

   During the month of November each year, represented positions shall have the option to transfer a maximum of ninety-six (96) hours of accumulated sick time to personal leave. Accumulated personal leave shall not be greater than ninety-six (96) hours at the end of any calendar year. Personal leave is for family emergencies.

5. Bereavement Leave:

   For employees represented by the IAFF, bereavement leave will be permitted without charging such leave against sick leave upon the death of an employee's parent, child, spouse, brother, sister, grandparent, father-in-law, or mother-in-law. Bereavement leave for shift-rate Fire Department personnel will be one and one-half shifts (36 hours), however, the employee may utilize an additional thirty-six (36 hours) of sick leave to extend said leave. Additional time may be granted by the Fire Chief.

6. Family Sick Leave:

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

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

8. Association Members Assigned to a 40-hour work week for one pay period or more will earn and use sick leave at the equivalent 40 hour rate (7.84 hours per pay period).

C. On-The-Job Injury Leave:

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

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

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

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

D. Holidays

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

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

3. Holiday Pay:

   It is the intent of this resolution that all regular City employees shall observe the twelve (12) holidays set forth above.

   a. Fire Department personnel assigned to shifts will be compensated for holidays by paying for 11.2 hours based on 56 hour work week.

E. Jury Duty:

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

SECTION 5: WORKING CONDITIONS

A. Educational Incentive Program

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

1. Guidelines:

   a. Requests for Educational Incentive Pay shall be submitted to the Fire Chief indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Director. This information will be submitted on forms provided by the Human Resources Department.

   b. All courses taken to secure the above educational incentive pay shall be at the individuals own time and expense and any classes which have letter grades, a "C" or better must be obtained or pass if on a Pass/Fail basis, or certificate of completion if no grade is given. Any disputes shall be decided by the Human Resources Director.

   c. An employee must pass probation before receiving this benefit.

   d. Education acquired prior to appointment as an employee of the City of Seaside qualifies under this program.

   e. A college unit shall mean a semester college unit.

   f. Employees may take courses from public or private schools. Colleges, or universities which are accredited under the auspices of the Council on Post-Secondary Education, when such courses are undertaken for purpose of improving their efficiency, knowledge, or competency in the performance of their duties.

2. Educational Incentive Pay

   a. 2.5% increase for 30 college units with ten of those units in Fire Science.

b. 5% increase for 60 college units with 20 of those units in Fire Science OR an AA or AS in Fire Science or Fire Protection Technology.

c. 5% increase for a BA/BS

d. 7% shall be provided for a MA/MS.

e. This incentive pay shall not stack.

f. Association members are not required to recertify Educational Incentive Pay.

B. Tuition Reimbursement:

Tuition and book reimbursement limits shall established $500 per fiscal year for classes taken at a community college and for classes taken toward State Fire Marshal's Office certificates. The reimbursement level for classes taken at a four-year college or university towards a bachelors, masters, or graduate degree shall be $3,000 per fiscal year.

C. Employee Incentive Pay:

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

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

D. Work Schedule and Staffing:

1. Shift Staffing:

   The Fire Department intends to continue its current minimum staffing level of seven (7), unless otherwise directed by the City Council.

2. Work Schedule:

   The City and IAFF agree to the 48/96 schedule for all members of IAFF, Local 1218, assigned to the Fire Operations Division of the Fire Department. The 48/96 work schedule shall result in a change from a twenty-seven (27) day Fair Labor Standards Act (FLSA) work period to a twenty-four (24) day FLSA work period.

3. Exchange Hours:

   The City agrees to allow personnel to exchange hours or shifts an unlimited number of times per year. Under no circumstances shall overtime be incurred as a result of a shift exchange unless the employee scheduled to work pursuant to the shift exchange is sick.

4. Consecutive Work Shifts:

   There will be no changes in consecutive work shift policy. Consecutive work shifts will only be allowed when no other alternatives are available.

E. Grievance Procedure:

The Association has a right to file a grievance upon the following conditions:

1. The grievance involves more than one Association member.

2. There is a specified violation of the MOU in force or a specified violation of a City or Department rule and regulation.

F. Promotional Testing:

Promotional testing for, and the filling of, approved and funded positions represented by the Association shall occur within one year of the vacancy.

G. Bilingual Training:

The City shall provide bilingual (Spanish) training for uniformed Fire Department personnel at the fire station at no cost to uniformed personnel.

H. Unit Designation:

The IAFF, Local 1218, represents the classifications of Firefighter, Fire Engineer, and Fire Captain.

SECTION 6: MISCELLANEOUS

A. City's Right To Discovery:

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

B. Separability

If any section, subsection, paragraph, clause or phrase of this agreement is, for any reason, held to be invalid or unconstitutional, by a court of competent jurisdiction, such invalidity or unconstitutionality of the remaining portions of this agreement, it being hereby expressly declared that this document, each section, subsection, paragraph, sentence, clause and phrase thereof, would have been adopted irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

It is agreed by the parties to this agreement that the preceding represents the full and complete agreement which has been reached after discussions held in accordance with the Meyers-Milias-Brown Act. All other proposals, offers, counter-proposals, counter-offers, or other matters discussed during the meet and confer process are deemed to be rejected by both the City and the Association.

Jaime Fontes, City Manager City of Seaside	Date
Chris Marsiguerra, President International Association of Firefighters, Local 1218	8/9/22 Date

Memorandum of Understanding

Between the City of Seaside

And

The Seaside Management and Supervisory Employees' Association

July 1, 2022 – June 30, 2025

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

July 1, 2022 – June 30, 2025

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

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

SECTION 1: TERM

The provisions of the Memorandum of Understanding shall become effective July 1, 2022, and shall remain in effect for a period, terminating on June 30, 2025.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. ***General Salary Adjustments:***

a. Effective the pay period beginning July 9, 2022, all members will receive a 3% salary increase.
b. Effective the first day of the first pay period in January 2023, all members will receive a 3% salary increase. This salary increase is contingent on bargaining unit members agreeing to pick up 3% of the City's CalPERS contribution.
c. Effective the first day of the pay period in July of 2023, all members will receive a 4% salary increase.
d. Effective the first day of the pay period in July of 2024, all members will receive a 4% salary increase.

2. ***Longevity Pay:***

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

3. ***Spanish Bilingual Pay:***

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

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

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

4. ***Additional Pay for Additional Duties***

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *Performance Pay*

This section is temporarily suspended for a period not to exceed 12 months from ratification and approval of the MOU. The City is in the process of reviewing and updating the performance evaluation system. Once that is complete, and the City has had to opportunity to evaluate that sufficient support systems are in place for a fair and defensible performance pay system, the Human Resources Director / Risk Manager will meet and consult with the association to discuss performance pay parameters. Any SMSEA member currently receiving Performance Pay at the time the MOU is ratified, will be grandfathered into the existing program.

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

8. *Specialized Drivers' License*

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

9. *Recruitment Incentive for Associate & Senior Engineer*

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

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

B. Overtime (Non-Exempt Represented Employees)

1. ***Pre-Approval:***

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

2. ***Minimum Overtime Guarantee:***

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

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

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

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

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

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

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

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

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

C. Administration of Pay Plan:

1. ***Anniversary Date***

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

   b. The anniversary date of any employee shall be adjusted, or changed, in the case of a leave of absence, by moving said anniversary date forward a time equal to the length of such leave of absence, except family care or medical leave, according to the California Family Rights

Act and military leaves of absence in accordance with the California Military and Veterans Code and Title 38, chapter 43, U.S. Code. Whenever any employee is absent from work without pay for any period of exceeding thirty (30) continuous days, the anniversary date of said employee shall be adjusted by moving said anniversary date forward a time equal to the length of absence from work.

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

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

2. *Salary Ranges*

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3: BENEFITS

A. Retirement:

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

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

   b. Employee Contribution: Employees enrolled in the 2% @ 55 plan shall pay the 7% employee contribution.
   c. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer's contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.

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

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

   c. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer's contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.

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

B. PARS Supplemental Retirement Plan:

1. Plan:

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

2. Eligibility:

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

3. Contribution:

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

C. Deferred Compensation:

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

D. Medical, Dental, and Vision Insurance:

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

1. Contributions

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

a. **MCSIG PPO $40 (70/30 Plan)**
The City will pay 100% of the employee only premium and 95% of the dependent premium.

b. **MCSIG PPO $25 (80/20 Plan)**
The City will pay 100% of the employee only premium and 85% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.

c. **PACE Plan (90/10 Plan) – Employees hired after October 15, 2015**
New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO $25 plan and the PACE Plan premium.

d. **PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015**
The City will pay 90% of the employee only premium and 75% of dependent premium.

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

2. Retiree Medical:

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

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

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

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

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

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

E. Life Insurance:

1. Exempt Employees:

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

2. Non-Exempt Employees:

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

F. **Long-Term Disability:**

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

G. **Employee Assistance Program:**

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

H. **IRS Section 125 Plan:**

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

I. **Mileage Reimbursement:**

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

J. **Wellness Program:**

1. ***Health Club / Workout Subscription Service Membership:***

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

   The preapproved workout subscription services are Peloton, Obe Fitness, Apple Fitness Plus, Mirror, and Daily Burn. The Human Resources Director / Risk Manager is authorized to approve reimbursement for other subscription services with the emphasis placed on robust platforms that offer a variety of classes, fitness tracking, and live programming. Denial of a member's request for reimbursement for a service not listed above is not subject to the grievance procedure.

2. ***City Recreation Facilities:***

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

K. **Safety Boot Reimbursement:**

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

L. **Uniforms:**

The City will provide uniforms for all bargaining unit employees assigned to the Maintenance and Utilities Division who are required to wear a uniform.

Effective July 1, 2015, the parties agree that the value of the uniforms provided shall be considered to be $50.00 per month.

SECTION 4: LEAVE PROVISIONS

A. Vacations

1. Accrual:

All regular employees shall earn vacation as follows:

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

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

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

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

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

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

2. Vacation Use:

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

3. Minimum Leave Event:

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

4. Vacation and Holidays:

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

5. *Vacation Upon Termination:*

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

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

6. *Maximum Accumulation:*

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

7. *Vacation Cash-Out:*

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

8. *Compensation in Lieu of Time Off:*

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

9. *Accumulation during OJI Leave:*

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

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

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

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

Newly hired employees assigned to SMESA may use vacation leave.

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

1. ***Accrual:***

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

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

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

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

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

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

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

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

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

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

6. ***Bereavement Leave:***

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

C. On-The-Job Injury Leave:

1. ***Leave of Absence:***

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

2. ***Leave Accrual:***

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

3. ***Temporary Disability Benefits:***

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

4. ***Use of Accumulated Leaves:***

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

D. Management Leave

1. ***Annual Accrual:***

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

2. Initial Accrual:

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

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

3. Additional Leave:

The City Manager shall have the authority to grant an additional forty (40) hours of management time leave to represented employees who work an excessive amount of hours based upon the recommendation of their Department Head. This leave must be used within one year from the date it is granted and no management employee shall receive more than five days per fiscal year. Time worked may be considered excessive if it is beyond regularly assigned duties and exceeds 20 hours in one month.

4. Management Leave Cash-Out

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

E. Administrative Leave

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

1. Initial Accrual

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

Hired January 1 – March 31:	40 Hours
Hired April 1 – June 30:	30 Hours
Hired July 1 – September 30	20 Hours

Hired October 1 – November 30	10 Hours
Hired December 1 – December 31	0 Hours

F. Holidays

1. *Regular Holidays:*

All employees shall be entitled to the following holidays:

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

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

2. *Memorials:*

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

3. *Holidays on Sunday*

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

4. *Holidays Saturday:*

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

5. *Holiday Hours:*

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

6. ***Floating Holiday:***

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

G. Jury Duty:

1. ***Jury Duty:***

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

SECTION 5: WORKING CONDITIONS

A. Continuing Education and Professional Growth:

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

1. ***Tuition Reimbursement:***

a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Department Head. Classes will be approved for reimbursement so long as they are determined to be job related or professional development. Courses taken to satisfy requirements degree requirements (including general education) at accredited educational institutions will be considered job related under this section.

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

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

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

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

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

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

b. Completion of AA/AS degree – 3%

c. Completion of BA/BS degree – 4.5%

d. Completion of MA/MS degree – 6%

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

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

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

B. Service Awards:

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

C. Probationary Period:

Probation shall be 1 year for all new employees.

D. Flexible Work Schedule:

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

SECTION 5: MISCELLANEOUS

A. City's Right to Discovery:

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

B. Savings Clause:

It is mutually agreed by the parties to this agreement that the above represents the full and complete understanding which has been reached after numerous discussions held in conformance with the Meyers-Millias-Brown Act. All other proposals, counteroffers, or other matters discussed during the meet and confer process are deemed rejected by both parties. Should circumstances call for a change, the City shall give notice of such proposed change to the Association and the items shall be subject to meet and confer process if so required by law.

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

______________________	______________________
Jaime Fontes, City Manager	Date
______________________	8/9/2022
Dave Fortune, President SMSEA	Date
______________________	8/9/22
Beth Rocha, Vice President, SMSEA	Date

Memorandum of Understanding

Between the City of Seaside

And

The Seaside Public Safety Management Association

July 1, 2022 – June 30, 2025

Memorandum of Understanding Between the City of Seaside and the Seaside Public Safety Management Association
July 1, 2022 – June 30, 2025

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

SECTION 1: TERM

The provisions of the Memorandum of Understanding shall become effective July 1, 2022, and shall remain in effect for a period, terminating on June 30, 2025.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. ***Salary Adjustment:***
   a. A 4% base salary increase will occur on July 9, 2022.
   b. A 4% base salary increase will occur the first day of the first full pay period in July 2023.
   c. A 4% base salary increase will occur the first day of the first full pay period in July 2024.

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

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

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

B. Fire Management Compensation:

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

1. ***Operational Compensation:***
   Division Chiefs shall be compensated, at straight time, for working as the Operational Division Chief when they are not regularly scheduled for duty. With the approval of the Fire Chief, the Deputy Chief is authorized for operational compensation pay for working as an Operational Division Chief outside of his / her normal work schedule.

2. ***OES Strike Team Compensation:***

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

C. Special Pay

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

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

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

2. ***Additional Pay for Additional Duties***

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

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

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

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

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

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

4. ***Performance Pay***

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

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

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

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

6. Hazardous Materials Pay – Fire Division Chief

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

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

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

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

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

D. Administration of Pay Plan:

1. Anniversary Date

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

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

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

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

2. ***Salary Ranges***

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3: BENEFITS

E. PERS Retirement System:

1. Retirement Plans

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

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

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

2. Contribution

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

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

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

3. Survivor Benefits:

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

F. Deferred Compensation:

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

G. Medical, Dental, and Vision Insurance:

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

1. Contributions:

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

a. Medical Plan contributions:

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

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

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

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

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

2. ***Retiree Medical:***

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

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

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

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

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

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

H. Life Insurance:

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

I. Long-Term Disability:

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

J. Employee Assistance Program:

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

K. IRS Section 125 Plan:

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

L. Mileage Reimbursement:

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

M. Wellness Program:

1. Health Club Membership:

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

2. City Swimming Pool:

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

3. Annual Exam:

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

N. Uniform Allowance:

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

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

O. Safety Boot Reimbursement:

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

SECTION 4: LEAVE PROVISIONS

A. Vacations

1. Accrual (40 Hour Employees):

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

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

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

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

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

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

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

2. ***Accrual (56-hours per week):***

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

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

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

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

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

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

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

3. ***Vacation Use:***

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

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

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

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

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

a. Calculation of Hourly Pay for Payout: For employees working a five (5) day or modified schedule, the method for computing hourly pay for accumulated vacation time shall be as follows:
   i. $\frac{\text{Monthly salary x twelve (12) months}}{\text{52 weeks x 40 hours}}$ = hourly pay rate

b. Method for Computing Hourly Pay for 56-hour employees: For Fire Managers working 56 hour work weeks, the method of computing hourly pay for accumulated vacation shall be as follows:
   i. $\frac{\text{Monthly salary x twelve (12) months}}{\text{52 weeks x 56 hours}}$ = hourly pay rate

6. ***Maximum Accumulation:***

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

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

The City will allow association members to cash out 40 hours of accumulated vacation time before the end of the calendar year. Employees wishing to utilize this option must notify the City no later than September 15 of the calendar year in which the cash out is being utilized. The cash out payment will be made in the first paycheck of November of the calendar year following the notice of election of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

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

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

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

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

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

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

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

Newly hired management employees may use vacation leave during probation.

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

1. *Accrual:*

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

2. *Use of Leave:*

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

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

3. *Sick Leave Upon Rehire*

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

4. *Illness/Injury During Vacation:*

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

5. *Family Sick Leave:*

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

6. Bereavement Leave:

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

C. On-The-Job Injury Leave:

1. Labor Code 4850

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

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

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

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

D. Management Leave

1. Annual Accrual:

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

2. Initial Accrual:

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

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

3. Additional Leave:

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

4. Management Leave Payoff

All represented employees shall be permitted to sell back their unused annual management leave (up to five days) as of December 1st of each year.

E. Administrative Leave

Management employees working a 40 hour work week shall earn fifty-six (56) hours, non-cumulative, non-reimbursable administrative leave per calendar year. Fire Managers working a 56 hour work week shall earn seventy-two (72) hours per calendar year.

1. Initial Accrual:

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

Date of Hire/Promotion Between:	Accrual (72 hr)	Accrual (56 Hr)
January 1 – March 31:	72 Hours	56 Hours
April 1 – June 30:	54 Hours	42 Hours
July 1 – September 30	36 Hours	28 Hours
October 1 – November 30	18 Hours	14 Hours
December 1 – December 31	0 Hours	0 Hours

F. Holidays

1. Regular Holidays:

All employees shall be entitled to the following holidays:

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

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

2. ***Memorials:***

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

3. ***Holidays on Sunday***

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

4. ***Holidays on Saturday:***

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

5. ***Holiday Hours:***

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

6. ***Fire Management Compensation:***

Fire Management personnel assigned to shifts will be compensated for holidays by receiving 11.2 hours of straight time based on 56-hour workweek.

G. Jury Duty:

1. ***Jury Duty:***

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

SECTION 5: WORKING CONDITIONS

A. Continuing Education and Professional Growth:

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

1. ***Tuition Reimbursement:***

a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Department Head. Classes will be approved for reimbursement so long as they are determined to be job related or professional development. Courses taken to satisfy requirements degree requirements (including general education) at accredited educational institutions will be considered job related under this section.

b. The City will encourage enrollment through a tuition and book reimbursement with a maximum of $3000 per fiscal year to be approved as follows:

i. Reimbursement for professional development classes and community college level classes shall be capped at $2000.

ii. Reimbursement for undergraduate and postgraduate level classes (BA, MA, Professional degrees) shall be capped at $3000.

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

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

B. Service Awards:

A service award program shall be provided that, at a minimum, shall include service awards presented to employees after every 5 years of full-time service with the City. If desired by the employee, recipients of service awards will be recognized by the City Council.

C. Probationary Period:

Probation shall be 1 year for all new employees.

D. Work Schedule and Staffing:

1. Flexible Work Schedule:

The City will develop and implement a policy providing flexibility in work schedules for those represented employees whose responsibilities regularly require them to work an excessive amount of hours per week.

Individuals serving as a Fire Division Chief are not eligible for flex-time or flexible work schedules.

2. Shift Staffing:

The Fire Department intends to continue its current minimum staffing level of seven (7), including the Division Chief, unless otherwise directed by the City Council.

3. Work Schedule:

The City and association agree to the 48/96 schedule for Fire Management personnel assigned to the Fire Operations Division of the Fire Department. The 48/96 work schedule shall result in a change from a twenty-seven (27) day Fair Labor Standards Act (FLSA) work period to a twenty-four (24) day FLSA work period.

The Deputy Fire Chief shall work a 40 hour per week schedule.

4. ***Exchange Hours:***

The City agrees to allow Fire Management personnel assigned to a 48/96 schedule to exchange hours or shifts an unlimited number of times per year. Under no circumstances shall overtime (Operational Compensation) be incurred as a result of a shift exchange unless the employee scheduled to work pursuant to the shift exchange is sick.

SECTION 5: MISCELLANEOUS

A. City's Right to Discovery:

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

B. Savings Clause:

It is mutually agreed by the parties to this agreement that the above represents the full and complete understanding which has been reached after numerous discussions held in conformance with the Meyers-Millias-Brown Act. All other proposals, counteroffers, or other matters discussed during the meet and confer process are deemed rejected by both parties. Should circumstances call for a change, the City shall give notice of such proposed change to the Association and the items shall be subject to meet and confer process if so required by law.

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

Jaime M. Fontes, City Manager	Date
Paul Blaha	8/8/2022
Paul Blaha, President SPSMA	Date

Memorandum of Understanding

Between the City of Seaside

And

The Seaside City Employees' Association

July 1, 2022 – June 30, 2025

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SEASIDE AND THE SEASIDE CITY EMPLOYEES' ASSOCIATION

MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY MANAGER OF THE CITY OF SEASIDE AND THE SEASIDE CITY EMPLOYEES ASSOCIATION

We, the undersigned, duly appointed representatives of the City of Seaside and of the Seaside City Employees Association, a recognized employee organization, hereinafter referred to as "City" and "Union" represented by Laborers International Union of North America, Local 792, AFL-CIO, having met and conferred in good faith in accordance with the Meyers-Milias-Brown Act, (government Code Section 3500 et. seq.) do hereby jointly prepare and execute the following written Memorandum of Understanding. It is understood that the provisions herein set forth supersede previous Memoranda of Understanding between the City and Union, and apply to the City of Seaside non-management miscellaneous employees designated to be represented by the Union.

SECTION 1: TERM

The provisions of the Memorandum of Understanding shall become effective July 1, 2022, and shall remain in effect for a period, terminating on June 30, 2025.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. *Salary Adjustments:*

a. Effective in the first full pay period of July 2022 (July 9, 2022), a three-percent (3%) base salary increase will be provided to all bargaining unit employees. Bargaining unit employees must be employed on the date the salary increase is paid in order to be eligible for the increase.
b. Effective in the first full pay period of July 2023 a four-percent (4%) salary increase will be provided to all bargaining unit employees.
c. Effective in the first full pay period of July 2024 a four-percent (4%) across the salary increase will be provided to all bargaining unit employees.

2. *Equity Adjustments:*

Effective the first pay period in January of 2023, 2024, and 2025, positions that were 5% behind the market or more, will receive 1/3 of the increase needed to bring the position in alignment with the market. (Attachment 1)

3. *Longevity Pay:*

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

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

B. Overtime

1. Pre-Approval:

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

2. Minimum Overtime Guarantee:

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

When an employee is called back to work on an emergency basis on any City holiday, the employee shall be paid four (4) hours or actual hours worked, whichever is greater, on the call-back at time-and-a-half the City's premium rate.

Special Events: When an employee is scheduled to work a special event outside their regular working hours, they shall be paid two (2) hours or actual hours worked at the special event, whichever is greater, at time-and-a-half the City's premium rate.

3. Overtime Calculation:

Hours actually worked in excess of 40 per week shall be paid at time-and-a-half the City's premium rate, which will be no less than the regular rate of pay as that term is defined in the Fair Labor Standards Act (FLSA). Hours worked in excess of an employee's shift that are not FLSA overtime hours shall be paid at one times the premium rate. All employee overtime shall be earned in increments of one-quarter (1/4) hour.

4. FLSA Work Period / Work Week

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

5. Maximum Compensatory Leave Balance:

Compensatory time off may be granted instead of overtime pay only where requested by the employee and approved by the Department Head. Personnel represented by SCEA may accrue up to a maximum of 140 hours of compensatory time in lieu of overtime. An employee may utilize compensatory time off if the employee's request is made reasonably in advance of the date(s) requested and approved by the Department Head or designee unless the requested time off would unduly disrupt the operations of the Department.

6. Holiday Calculation:

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

7. Martin Luther King & July 4th Calculation:

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

8. Festival of Patriots Parade:

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

C. Special Pay

1. Certification/License Incentive Pay:

a. Employees who obtain and maintain one of the following licenses or certificates, or others approved in writing by the City Manager, which enhances the employee's ability to do his or her job, shall receive premium pay in the amount of 5% of the employee's base salary. The premium pay is not stackable and shall not exceed 5% of the employee's base salary regardless of the number of certifications or licenses held.

i. Class B Drivers' License
ii. Collections System Certification
iii. Backflow Testers Certification
iv. Water Treatment Certification
v. Water Distribution Certificate
vi. Qualified Pesticide Applicator's Certification
vii. State Certified Electrician
viii. International Society of Arboriculture – ISA Certified Arborist
ix. National Recreation and Park Association – Certified Playground Safety Inspector (CPSI)
x. California State Fire Marshal - Fire Mechanic I

b. An employee is eligible for the certification/license pay only where the license or certification is issued by a State agency or approved accrediting organization following a program of instruction or training undertaken by the employee as determined and approved by the Department Head.

c. Employees are ineligible for certification/license pay for any certificate or license which the employee is required to maintain as a minimum job requirement as outlined in the job description for the classification.

2. *Spanish Bilingual Pay Program*

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

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

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

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

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

f. No employee shall be eligible for bilingual pay in excess of 5% above base pay.

3. *Temporary Upgrade Pay:*

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

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

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

d. Acceptance of an interim assignment to a higher position of thirty (30) or more days shall require mutual written assent of the City and employee.

4. *On-Call/Standby Pay:*

All employees assigned to be on call shall be paid 14 hours of base salary rate per week. If an employee is unable to complete their full week of on-call, the time shall be prorated on a daily basis.

D. Administration of Pay Plan:

1. *Anniversary Date*

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

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

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

2. *Salary Ranges*

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3: BENEFITS

A. Retirement:

1. CalPERS Classic Plan

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

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

2. CalPERS PEPRA Plan

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

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

3. CalPERS Survivor Benefits

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

2. Laborer's International Union of North America National (Industrial) Pension Fund for Unit Employees hired on or before December 31, 2012

a. <u>All Bargaining Unit Employees hired on or before December 31, 2012:</u>

i. The City will continue to contribute to the Pension Fund on behalf of bargaining unit employees who were hired on or before December 31, 2012 as outlined herein. The City will not offer or contribute to the Pension Fund for any bargaining unit employee hired on or after January 1, 2013.

ii. The Pension Fund's Preferred Rehabilitation Schedule for contributions has been adopted by the City and SCEA. Such adoption was concurrently memorialized in writing between the City, SCEA and the Pension Fund.

iii. If the amount of employer contribution required by the Pension Fund increases after April 1, 2011, such increase shall be paid by the City *in lieu of* salary or wages of the bargaining unit employee and shall be encompassed within the authorized gross wage/salary reductions set forth in subparagraphs a.iii. and b.ii. below.

b. **Employees hired prior to July 1, 2010:**

i. For all bargaining unit employees hired by the City prior to July 1, 2010, the City will pay, in addition to the employees' wages, the sum of $1.00 per credited hour per employee with a cap of $40.00 per work week. The contribution per credited hour means every hour an employee is credited with service under the Pension Fund up to 40 hours per work week.

ii. The City will also pay, on behalf of bargaining unit employees hired prior to July 1, 2010, the sum of $.65 per credited hour per employee with a cap of $26.00 per work week *in lieu of* salary or wages of the employee effective April 1, 2011.

iii. Bargaining unit employees hired prior to July 1, 2010 will be subject to a gross wage/salary reduction of $.65 per credited hour, up to $26.00 per work week, in order that the additional contribution of $.65 per credited hour in lieu of salary or wages will be recognized. Such reduction is expressly authorized herein pursuant to Labor Code section 224.

c. **Employees hired between July 1, 2010 and December 31, 2012:**

i. For all bargaining unit employees hired by the City on or after July 1, 2010 and before January 1, 2013, the City will contribute the minimum employer contribution amount required by the Pension Fund per credited hour per employee up to 40 hours per work week *in lieu of* salary or wages of equal amount. As of April 1, 2011, such amount is $1.65 per credited hour, per employee up to $66.00 per work week *in lieu of* salary or wages. The contribution per credited hour means every hour an employee is credited with service under the Pension Fund up to 40 hours per work week.

ii. Bargaining unit employees hired on or after July 1, 2010 and before January 1, 2013, will be subject to a gross wage/salary reduction of the minimum employer contribution required under the Pension Fund ($1.65 per credited hour, per employee up to $66.00 per work week as of April 1, 2011), in order that the contributions in lieu of salary or wages will be recognized. Such reduction is expressly authorized herein pursuant to Labor Code section 224.

4. Deferred Compensation:

The City will pay up to fifty dollars ($50) per month to the ICMA deferred compensation program for each employee who makes a matching contribution. Beginning October 5, 2019, the City will pay up to one hundred dollars ($100) per month to the ICMA program for each employee who makes a matching contribution.

B. Medical, Dental, and Vision Insurance:

Eligible bargaining unit employees will be provided with medical, dental, and vision insurance as specified in this section. Benefits to eligible family members will be made available under the health insurance plan. The City's contribution will be made only when an employee is in a paid leave status or on an approved protected leave (such as FMLA/CFRA).

1. Contributions

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

a. MCSIG PPO $40 (70/30 Plan).

The City will pay 100% of the employee only premium and 95% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.

b. MCSIG PPO $25 (80/20 Plan).

The City will pay 100% of the employee only premium and 85% of the dependent premium.

c. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.

New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO $25 plan and the PACE Plan premium.

d. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.

   The City will pay 90% of the employee only premium and 75% of the dependent premium.

e. Kaiser High and Mid Plan.

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

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

2. Retiree Medical:

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

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

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

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

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

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

C. Life Insurance:

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

D. Short-Term Disability:

The City participates in the California State Disability Insurance (CASDI) and members are responsible for 100% of the premium.

E. Long-Term Disability:

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

F. IRS Section 125 Plan:

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

G. Uniform Allowance:

a. Code Enforcement Officers required to wear uniforms will receive a uniform allowance of $63 per month. The City will not provide uniform replacement and/or maintenance.

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

H. Safety Equipment:

1. Safety Boot Allowance:

The City will pay up to a maximum of $250 per employee per fiscal year for safety shoes or resoling of existing safety shoes for all members required to wear safety toe shoes. This allowance shall only be used to purchase new safety shoes or resole existing shoes. Bargaining unit members can purchase boots using the City's account at Redwing Shoes in Monterey, or they can purchase boots at any vendor they choose and submit a receipt to their supervisor for reimbursement.

2. Safety Glasses:

On an annual basis and upon submission of a written request and recent prescription, Maintenance & Utilities Division employees required to wear safety glasses may request prescription safety glasses. The Maintenance & Utilities Superintendent will order the safety glasses. The cost will not exceed $250.

I. Mileage Reimbursement:

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

J. Wellness Program:

1. Health Club Membership or Work Out Subscription Service:

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

The preapproved workout subscription services are Peloton, Obe Fitness, Apple Fitness Plus, Mirror, and Daily Burn. The Human Resources Director / Risk Manager is authorized to approve reimbursement for other subscription services with the emphasis placed on robust platforms that offer a variety of classes, fitness tracking, and live programming. Denial of a member's request for reimbursement for a service not listed above is not subject to the grievance procedure.

2. City Swimming Pool:

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

3. No Smoking Agreement:

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

K. City Shirts:

The City shall provide all bargaining unit employees who do not already receive City shirts or uniforms with two "City of Seaside" polo style shirts and two button down shirts upon request. This shall occur one time and additional shirts will only be provided at the discretion of the Department Head. These shirts are not uniforms and are not required to be worn.

SECTION 4: LEAVE PROVISIONS

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

A. Vacations

1. Accrual:

All regular employees shall earn vacation as follows:

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

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

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

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

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

2. Vacation During Initial Probation:

Use of vacation time by an employee shall be conditional upon the completion of six (6) months continuous service with the City, but if for any reason prior to the completion of six months service with the City, such employee's employment is terminated, he/she shall be credited with and paid for vacation time. Probationary employees on a flexible schedule that ordinarily work more than 8 hours may use accrued vacation time to remain whole on holiday time off.

3. Minimum Leave Event:

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

4. Vacation and Holidays:

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

5. Vacation Upon Termination:

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

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

6. *Maximum Accumulation:*

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

7. *Vacation Cash-Out:*

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

8. *Compensation in Lieu of Time Off:*

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

9. *Accumulation during OJI Leave:*

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

10. *No Interruption of Accumulation:*

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

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

1. *Accrual:*

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

2. *Employee Illness or Injury:*

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

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

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

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

3. *Sick Leave Upon Rehire*

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

4. *Minimum Leave Event:*

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

5. *Illness/Injury During Vacation:*

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

6. *Family Sick Leave:*

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

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

7. *Bereavement Leave:*

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

8. *Personal Leave:*

During the month of November each year, bargaining unit members hired before March 3, 2017, shall have the option to transfer a maximum of forty-eight (48) hours of accumulated sick time to personal leave. A minimum sick leave balance of 120 hours must be maintained in order to be eligible to convert sick leave to personal leave. For example, an employee who has 150 hours of sick leave on the books at the time of the election will be eligible to convert up to 30 hours of sick leave to personal leave. Accumulated personal leave shall not be greater than forty-eight (48) hours at the end of any calendar year. Sick leave converted to personal leave under this section has no cash value. Any leave accumulated beyond 48 hours must be used within the calendar year that the conversion occurred or it will be forfeited. Bargaining unit members hired on or after March 3, 2017, are not eligible for Personal Leave.

C. On-The-Job Injury Leave:

1. *Leave of Absence:*

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

2. *Leave Accrual:*

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

3. *Temporary Disability Benefits:*

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

4. *Use of Accumulated Leaves:*

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

D. Holidays

1. *Regular Holidays:*

Employees shall be entitled to the following holidays:

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

2. *Holiday Calculation:*

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

3. *Memorials:*

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

4. *Holidays on Sunday*

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

5. Holidays on Saturday:

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

6. Floating Holidays:

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

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

i. Hired January 1 – March 31:	16 hours
ii. Hired April 1 – June 30:	12 hours
iii. Hired July 1 – September 30:	8 hours
iv. Hired October 1 – December 31:	0 hours

E. Jury and Election Duty:

1. Jury Duty:

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

2. Election Duty:

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

SECTION 5: WORKING CONDITIONS

A. Continuing Education and Professional Growth:

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

1. Tuition Reimbursement:

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

b. The City will encourage enrollment through a tuition and book reimbursement with a maximum of $500 per fiscal year for Certificate Program and AA plan and $3,000 per fiscal year for BA and MA plan. Qualifying certificate programs include professional certifications and licenses so long as attendance is pre-approved by the Department Director or her/his designee.

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

2. Educational Incentive Pay:

a. Completion of an accredited educational certificate program, other than those certificate or license programs set forth in Section 2.C. above (Special Pay), or 30 units toward an approved degree program – 1.5% above base pay.

b. Completion of AA/AS degree – 3% above base pay.

c. Completion of BA/BS degree – 4.5% above base pay.

d. Completion of MA/MS degree – 6% above base pay.

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

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

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

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

3. Requalification

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

B. Service Awards:

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

C. Employee Incentive Pay:

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

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

D. Work Schedule:

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

E. Notice of Layoff:

The City and the SCEA agree to provide 60 days' notice of "Intent to Layoff" to the employee and SCEA.

F. SCEA Meetings:

Members of the SCEA who attend the association meetings will be given a one-hour lunch break.

G. Union Membership Communication:

1. New Employee Orientation

This shall apply to employees hired after the date of this Agreement who are appointed to a classification within the bargaining unit for which the Union is recognized as the exclusively recognized employee organization.

Within the first thirty (30) days of a new employee's date of hire, the Union's designated employee representative and the new employee will be granted thirty (30) minutes of release time for the Union to present the employee with Union membership information. To the extent practical, the Union will be provided not less than 10 calendar days' advanced notice of the time, date and location of the orientation and the Union will be afforded time to meet with the employee immediately following the City's new employee orientation. Should the employee's or Union's designated employee's schedules preclude conducting the orientation at the same date and time as the City orientation, the Human Resources Department will facilitate a date and time for the Union orientation. Attendance of the new employee at the Union's portion of the orientation is mandatory. Management representatives will excuse themselves during the Union portion of the orientation. Employee representatives conducting orientation shall be granted paid release to do so including reasonable travel time if needed.

2. Membership Information Provided to Union

a. Within 30 days of the employee's hire date, the City will provide the Union with a copy of the Membership Enrollment Form that contains the information required by AB 119.

b. On an annual basis, in January, May, and September, the City will provide the Union with a report containing represented employees name, job title, department, work location, work, home, and personal cellular numbers, home address, and personal email addresses on file with the City.

c. The City shall not be required to supply information it does not have.

d. Notwithstanding the foregoing, limited to the express purpose of AB 119 requirements only, an employee may opt out via written request to the City (copy to the Union) to direct the City to withhold disclosure of the employee's:

- Home address.
- Home telephone number.
- Personal cellular telephone number.
- Personal email address.
- Birth date.

H. Probationary Period:

Probation shall be 1 year for all new employees. Employees who are promoted to a classification within the LIUNA bargaining unit shall serve a 6-month probationary period. If an employee on probation because of a promotion fails probation, the Department Head will offer the employee the opportunity to return to their former position if 1) the position is vacant; and 2) the reason for probationary failure is related to inability to perform the duties of position promoted into. Nothing in this section changes the Department Head's right to overfill positions or create a vacancy by terminating a probationary employee.

I. Notice to Union of Personal Action:

The City will notify the Union directly on all issues impacting the Association. The Association President will be copied. If an employee consents to the Union being notified about a disciplinary action, the Union will be sent copies of all notices. All disciplinary notices will state that the employee is entitled to be represented by a representative of his/her choice.

SECTION 6: GRIEVANCE PROCEDURE

A grievance shall be any matter for which appeal is not otherwise provided or prohibited, concerning:

1. A dispute about the interpretation or application of this Memorandum of Understanding and Personnel Rules;

   A. Informal Grievance Procedure:

   An employee who has a problem or complaint should first try to get it settled through discussion with his immediate supervisor without undue delay – within one or two workdays of the event grieved. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she shall have the right to promptly discuss it with the supervisor's immediate superior, if any, in the administrative service. Every effort should be made without delay to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee, or the Union, is not in agreement with the decision reached by discussion, he/she shall then have the right to file a formal grievance in writing within ten (10) calendar days after receiving the informal decision of his/her supervisor or supervisor's immediate superior on matters within the statutory scope of representations.

   B. Formal Grievance Procedure:

      1. First Level of Review: A grievance shall be presented in writing to the employee's immediate supervisor within ten (10) calendar days of the informal process decision or of the event giving rise to the grievance, whichever is later. The supervisor shall render his/her decision and comments in writing and return them to the employee within ten (10) calendar days after receiving the grievance. In the event that the supervisor does not render a decision within the 10 days or within a mutually agreed upon extension of the timeline, the employee has the right to move the grievance up to the next level of review.

      2. Further Level or Levels of Review as Appropriate: The supervisor's immediate superior receiving the grievance shall review it, render his/her decision and comments in writing, and return them to the employee within ten (10) calendar days after receiving the appeal. In the event that the supervisor does not render a decision within the 10 days or within a mutually agreed upon extension of the timeline, the employee has the right to move the grievance up to the next level of review.

3. Department Review: The Department Head receiving the grievance, or his/her designated representative, should discuss the grievance with the employee, his representative, if any, and with other appropriate persons. The Department Head shall render his/her decision and comments in writing, and return them to the employee within ten (10) calendar days after receiving the appeal. If the employee, or the union, does not agree with the decision reached, or if no answer has been received within ten (10) calendar days, he may present the appeal in writing to the City Manager. Failure of the employee to take further action within twenty (20) days after receipt of the decision, or within a total of twenty (20) days if no decision is rendered, will constitute withdrawal of the grievance.

4. City Manager: The City Manager or his/her designated representative should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The City Manager may designate a "fact-finding committee," or an officer not in the normal line of supervision, to advise him/her concerning the grievance. The appointing power shall render a decision in writing to the employee within twenty (20) days after receiving the grievance.

C. Grievance Arbitration:

1. Within ten (10) working days of the receipt of the City Manager's final decision, the Union may request arbitration by filing a written request. The request for arbitration shall be in writing to the Department Head with a copy sent to the Personnel Services Manager.

2. If either the City or the Union so requests, the arbitrator shall hear the merits of any issue raised regarding the arbitrability of a grievance first. No hearing on the merits of the grievance shall be conducted until the issue of arbitrability has been decided.

3. The parties shall request a list of five (5) arbitrators, within ten (10) working days after receipt of the employee's request for arbitration, from the California State Mediation and Conciliation Service.

4. Within five (5) working days of receipt of the list, the parties shall mutually agree upon the person on the list who shall be the Arbitrator. If one person is not mutually agreed upon, the parties shall within five (5) days after receipt of the list of names alternately strike names from such list with the last remaining name to be the person serving as Arbitrator. The party having first choice to strike a name from the list shall be determined by lot.

5. The City and the Union shall share the fees and expenses of the arbitrator and the certified court reporter equally. The services of the certified court reporter are optional. Both parties must agree if a certified court reporter is to be employed and that the cost shall be equally shared. Financial responsibility shall be established before the selection of an arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. However, if either party declines the use of a court reporter, the party requesting the court reporter shall pay the entire cost of employing the court reporter.

6. The arbitrator's review is limited to the interpretation of this Memorandum of Understanding and/or the City's Personnel Rules and Regulations.

7. Decision: The decision of the arbitrator shall be made in writing within thirty (30) working days of the close of the hearing or the submission of written briefs. The decision of the arbitrator shall be advisory only.

8. City Manager reserves the right to accept, reject, or modify the recommendation of the arbitrator. The decision of the City Manager regarding resolution of the grievance shall be final and binding upon both parties.

D. Conduct of Grievance Procedure:

1. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned. If an employee receives no response at a particular level, he/she may proceed to the next appropriate level of review.

2. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his grievance at any level of review.

3. The employee and his representative may be privileged to use a reasonable amount of work time as determined by the appropriate Department Head in conferring about and presenting the grievance.

4. Employees shall be assured freedom from reprisal for using the grievance procedure.

SECTION 7: MISCELLANEOUS

A. City's Right To Discovery:

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

B. Savings Clause:

It is mutually agreed by the parties to this agreement that the above represents the full and complete understanding, which has been reached after numerous discussions held in conformance with the Meyers-Milias-Brown Act. All other proposals, counteroffers, or other matters discussed during the meet and confer process are deemed to be rejected by both parties. Should circumstances call for a change the City shall give notice of such proposed change to the Association and the items shall be subject to meet and confer process if so required by law.

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

Attachments: Equity Adjustments for Eligible Classifications

Jaime Fontes, City Manager

Date

Leslie Llantero

Leslie Llantero, Seaside City Employees' SCEA/LIUNA

8/11/2022

Date

Ryan Heron, Lead Negotiator – LIUNA/UPEC Local 792

8/11/22

Date

Adam Vick

Adam Vick, Seaside City Employees' SCEA/LIUNA

8-11-2022

Date

Travis Edwards, Seaside City Employees' SCEA/LIUNA

8/11/2022

Date

Jasmine Dolan

Jasmine Dolan, Seaside City Employees' SCEA/LIUNA

8/11/2022

Date

City of Seaside
Salary Survey Data
May 2022

Position Title	Labor Association	Current Maximum Annual Salary	Maximum Monthly Salary based on Survey Data	Percent Behind Market (at or over market)	Equity Adjustment Jan 23, Jan 24, Jan 25
Accounting Technician II	SCEA	$5,612	$6,412	-14%	4.7%
Accounting Technician I	SCEA	$5,051	$5,771	-14%	4.7%
Building Inspector	SCEA	$7,267	$7,939	-9%	3.0%
Code Compliance Specialist	SCEA	$7,061	$7,664	-9%	3.0%
Code Compliance Coordinator	SCEA	$7,800	$8,430	-8%	2.7%
Recreation Program Coordinator	SCEA	$5,762	$6,194	-7%	2.3%
Administrative Assistant	SCEA	$4,754	$5,069	-7%	2.3%
Maintenance & Utilities Worker II	SCEA	$5,256	$5,570	-6%	2.0%
Communications & Public Engagement Specialist	SCEA	$5,265	$5,576	-6%	2.0%
Senior Administrative Assistant	SCEA	$5,265	$5,576	-6%	2.0%
Electrician	SCEA	$6,725	$7,077	-6%	2.0%
Maintenance & Utilities Worker III	SCEA	$5,789	$6,127	-6%	2.0%
Parks Irrigation Specialist	SCEA	$6,396	$6,657	-5%	1.7%
Building Maintenance Specialist	SCEA	$6,396	$6,740	-5%	1.7%
Mechanic	SCEA	$6,395	$6,740	-5%	1.7%
Senior Maintenance and Utility Worker	SCEA	$6,403	$6,740	-5%	1.7%
Maintenance & Utilities Worker I	SCEA	$4,767	$5,013	-5%	1.7%
Assistant Engineer*	SCEA	$8,609	$8,924	-9%	3.0%
Junior Engineer*	SCEA	$6,985	$7,139	-7%	2.3%
Youth Resource Center Activity Coordinator	SCEA	$6,244	$6,503	-4%	
Youth Resource Center Coordinator	SCEA	$6,244	$6,503	-4%	
Family & Community Support Technician	SCEA	$6,067	$6,241	-3%	
Recreation Program Supervisor	SCEA	$7,573	$7,742	-2%	
Youth Center Supervisor	SCEA	$7,003	$7,154	-2%	
Engineering Technician	SCEA	$6,587	$6,693	-2%	
Custodian	SCEA	$4,140	$4,188	-1%	
Senior Facility Attendent	SCEA	$4,680	$4,607	2%	
Assistant Planner	SCEA	$7,280	$7,135	2%	
Street Sweeper Operator	SCEA	$6,124	$5,579	9%	
Legend for columns:					
Column 1 - Classification Title.					
Column 2 - Seaside labor association.					
Column 3 - Seaside's current monthly maximum salaries.					
Column 4 - Proposed Salary range number from the newly proposed salary range schedule.					
Column 3 - Percentage from Total Monthly Comp median is the market percentage differential the Seaside Benchmark					
Column 4 - Market or Internal placement shows the total monthly compensation market median dollar values derived from the					
Column 5 - Monthly maximum salary of the newly proposed salary ranges.					
Column 6 - This percentage expresses the difference between Seaside's current salaries and the proposed salaries.					
Column 6 - This is the Relationship (to evaluate salary differential between related classifications)					
Column 7 This displays whether the current max salary is greater than the proposed recommended salary range.					
Column 8 - The rationale expresses how the proposed salary recommendation was arrived at (i.e., whether market results or					
*** Engineers - added 5% due to issues involving recruitment and retention**					

Comprehensive Listing of Personnel Benefits

Confidential Exempt Employees

July 1, 2022 – June 30, 2025

COMPREHENSIVE LISTING OF PERSONNEL BENEFITS –
CONFIDENTIAL EXEMPT EMPLOYEES

SECTION 1: TERM

The provisions of the listing of personnel benefits for confidential exempt employees shall become effective July 1, 2022, and shall remain in effect for a period terminating on July 30, 2025.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. General Salary Adjustments:

a. Effective the pay period beginning July 9, 2022, all members will receive a 4% salary increase.
b. Effective the first day of the first pay period in January 2023, all members will receive a 3% salary increase. This salary increase is contingent on bargaining unit members agreeing to pick up 3% of the City's CalPERS contribution.
c. Effective the first day of the pay period in July of 2023, all members will receive a 4% salary increase.
d. Effective the first day of the pay period in July of 2024, all members will receive a 4% salary increase.

2. Longevity Pay:

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

B. Special Pay

1. Spanish Bilingual Pay:

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

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

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

2. Additional Pay for Additional Duties

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

3. Additional Pay for Temporarily Assuming Supervisor's Position

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

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

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

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

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

4. Annual Performance Pay

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

C. Administration of Pay Plan:

1. Anniversary Date

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

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

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

2. Salary Ranges

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3: BENEFITS

A. Retirement:

1. CalPERS Classic Plan for Classic Members

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

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

c. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer's contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.

2. CalPERS PEPRA Plan for New Members

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

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

c. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer's contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.

3. PARS Supplemental Retirement Plan:

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

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

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

4. Deferred Compensation:

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

B. Medical, Dental, and Vision Insurance:

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

1. Contributions

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

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

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

d. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.

The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

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

2. Retiree Medical:

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

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

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

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

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

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

C. Life Insurance:

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

D. Long-Term Disability:

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

E. IRS Section 125 Plan:

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

F. Mileage Reimbursement:

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

G. Wellness Program:

1. Health Club Membership:

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

2. City Recreation Facilities:

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

SECTION 4: LEAVE PROVISIONS

A. Vacations

1. Accrual:

All regular employees, shall earn vacation as follows:

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

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

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

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

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

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

2. *Vacation and Holidays:*

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

3. *Vacation Upon Termination:*

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

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

4. *Maximum Accumulation:*

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

5. *Vacation Cash-Out:*

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

6. *Compensation in Lieu of Time Off:*

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

7. *Accumulation during OJI Leave:*

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

8. *No Interruption of Accumulation:*

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

9. *Vacation during Probation:*

   Newly hired management employees may use vacation leave.

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

1. *Accrual:*

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

2. *Use of Leave:*

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

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

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

3. *Sick Leave Upon Rehire*

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

4. *Illness/Injury During Vacation:*

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

5. *Family Sick Leave:*

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

6. *Bereavement Leave:*

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

C. On-The-Job Injury Leave:

1. *Leave of Absence:*

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

2. *Leave Accrual:*

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

3. *Temporary Disability Benefits:*

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

4. *Use of Accumulated Leaves:*

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

D. **Management Leave**

1. *Annual Accrual:*

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

2. *Initial Accrual:*

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

Hired January 1 – March 31:	40 Hours
Hired April 1 – June 30:	30 Hours
Hired July 1 – September 30	20 Hours

Hired October 1 – November 30	10 Hours
Hired December 1 – December 31	0 Hours

3. Additional Leave:

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

4. Management Leave Payoff

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

E. Administrative Leave

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

1. Initial Accrual

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

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

F. Holidays

1. Regular Holidays:

All employees shall be entitled to the following holidays:

- First day of January (New Year's Day)
- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President's Day)
- Thirty-first day of March (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- Fourth day of July (Independence Day)

- First Monday in September (Labor Day)
- Nineteenth day in September (Juneteenth)
- Eleventh day of November (Veteran's Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day
- Working day immediately preceding Christmas Day (Christmas Eve)
- Twenty-fifth day of December (Christmas Day)

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

2. *Memorials:*

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

3. *Holidays on Sunday*

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

4. *Holidays on Saturday:*

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

5. *Holiday Hours:*

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

G. Jury Duty:

1. *Jury Duty:*

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

SECTION 5: WORKING CONDITIONS

A. Continuing Education and Professional Growth:

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

1. *Tuition Reimbursement:*

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

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

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

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

B. Service Awards:

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

C. Probationary Period:

Probation shall be 1 year for all new employees.

D. Flexible Work Schedule

The work schedule shall be defined by the Department Head. Consistent with City past practice Department Heads shall consider alternative work schedule requests, including a four day work week, and approve where such alternative schedules meet the best interest of the City. The Department Head has the sole discretion to decide whether to approve or deny such alternative schedules.

SECTION 5: MISCELLANEOUS

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

_____________________________ _______________________________

Jaime Fontes, City Manager Date

Comprehensive Listing of Personnel Benefits for Non-Represented Confidential Employees

July 1, 2022 – June 30, 2025

**Comprehensive Listing of Personnel Benefits for
Non-Represented Confidential Employees**

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

SECTION 1: TERM

The provisions of this resolution shall become effective July 1, 2022, and shall remain in effect for a period, terminating on June 30, 2025.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. Salary Adjustments:

a. Effective in the first full pay period of July 2022 (July 9, 2022), a three-percent (3%) base salary increase will be provided to all bargaining unit employees. Bargaining unit employees must be employed on the date the salary increase is paid in order to be eligible for the increase.
b. Effective in the first full pay period of July 2023 a four-percent (4%) salary increase will be provided to all bargaining unit employees.
c. Effective in the first full pay period of July 2024 a four-percent (4%) across the salary increase will be provided to all bargaining unit employees.

2. Equity Adjustments:

Effective the first pay period in January of 2023, 2024, and 2025, positions that were 5% behind the market or more, will receive 1/3 of the increase needed to bring the position in alignment with the market. (Attachment 1).

3. Longevity Pay:

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

B. Overtime

1. Pre-Approval:

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

2. *Minimum Overtime Guarantee:*

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

3. *Overtime Calculation:*

Hours actually worked in excess of 40 per week shall be paid at time-and-a-half the City's premium rate, which will be no less than the regular rate of pay as that term is defined in the Fair Labor Standards Act (FLSA). Hours worked in excess of an employee's shift that are not FLSA overtime hours shall be paid at one times the premium rate. All employee overtime shall be earned in increments of one-quarter (1/4) hour.

4. *FLSA Work Period / Work Week*

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

5. *Maximum Compensatory Leave Balance:*

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

6. *Holiday Calculation:*

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

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

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

C. Special Pay

1. *Spanish Bilingual Pay:*

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

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

premium above base pay after successful completion of City provided testing.

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

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

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

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

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

2. *Notary Pay*

Confidential employees who are certified by the California Notary Commission as a Notary Public will receive a 5% base pay increase so long as they use their certification in the course of their duties with the City.

3. *Temporary Upgrade Pay:*

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

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

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

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

D. Administration of Pay Plan:

1. Anniversary Date

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

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

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

2. Salary Ranges

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3: BENEFITS

A. Retirement:

1. CalPERS Classic Plan

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

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

2. CalPERS PEPRA Plan

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

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

3. CalPERS Survivor Benefits

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

4. PARS Supplemental Retirement Plan:

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

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

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

5. Deferred Compensation:

The City will pay up to one hundred twenty five dollars ($125) per month to the ICMA deferred compensation program for each employee who makes a matching contribution. Contributions will be made on a bi-monthly basis (24 xs per year @ $50 each).

B. Life, Medical, and Dental Insurance:

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

1. Contributions

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

a. MCSIG PPO $40 (70/30 Plan).
The City will pay 100% of the employee only premium and 95% of the dependent premium.

b. MCISG PPO $25 (80/20 Plan).
The City will pay 100% of the employee only premium and 85% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.

c. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.
New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO $25 plan and the PACE Plan premium.

d. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.
The City will pay 90% of the employee only premium; 75% of the dependent premium.

e. Kaiser High and Mid Plan.

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

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

2. Retiree Medical:

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

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

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

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

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

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

C. Life Insurance:

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

D. Short-Term Disability:

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

E. Long-Term Disability:

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

F. IRS Section 125 Plan:

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

G. Mileage Reimbursement:

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

H. Wellness Program:

1. Health Club Membership:

City will pay up to $50 per month towards an employee membership at a health club upon submission of receipt of contract to the Finance Division. Dues will be processed by payroll deduction if administratively feasible. To be eligible for reimbursement, requests for reimbursement must be received by Finance no later than 90 days from the date of service.

2. City Swimming Pool:

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

3. *No Smoking Agreement:*

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

I. City Shirts:

The City shall provide all confidential employees who do not already receive City shirts or uniforms with two "City of Seaside" polo style shirts and two button down shirts upon request. This shall occur one time and additional shirts will only be provided at the discretion of the Department Head. These shirts are not uniforms and are not required to be worn.

SECTION 4: LEAVE PROVISIONS

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

A. Vacations

1. *Accrual:*

All regular employees, shall earn vacation as follows:

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

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

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

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

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

2. *Vacation During Initial Probation:*

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

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

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

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

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

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

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

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

6. ***Maximum Accumulation:***

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

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

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

8. *Compensation in Lieu of Time Off:*

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

9. *Accumulation during OJI Leave:*

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

10. *No Interruption of Accumulation:*

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

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

1. *Accrual:*

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

2. *Employee Illness or Injury:*

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

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

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

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

3. *Sick Leave Upon Rehire*

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

4. Minimum Leave Event:

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

5. Illness/Injury During Vacation:

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

6. Family Sick Leave:

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

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

7. Bereavement Leave:

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

8. Personal Leave:

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

C. On-The-Job Injury Leave:

1. Leave of Absence:

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

2. Leave Accrual:

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

3. Temporary Disability Benefits:

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

4. Use of Accumulated Leaves:

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

D. Holidays

1. Regular Holidays:

All employees shall be entitled to the following holidays:

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

2. Holiday Calculation:

Holidays shall be calculated as 8 hours.

3. Memorials:

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

4. Holidays on Sunday:

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

5. *Holidays on Saturday:*

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

6. *Floating Holidays:*

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

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

   i. Hired January 1 – March 31: 16 hours
   ii. Hired April 1 – June 30: 12 hours
   iii. Hired July 1 – September 30: 8 hours
   iv. Hired October 1 – December 31: 0 hours

E. Jury and Election Duty:

1. *Jury Duty:*

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

2. *Election Duty:*

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

SECTION 5: WORKING CONDITIONS

A. Continuing Education and Professional Growth:

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

1. *Tuition Reimbursement:*

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

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

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

2. Educational Incentive Pay:

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

b. Completion of AA/AS degree – 3%

c. Completion of BA/BS degree – 4.5%

d. Completion of MA/MS degree – 6%

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

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

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

3. Requalification

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

B. Service Awards:

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

C. Employee Incentive Pay:

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

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

D. Work Schedule:

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

E. Notice of Layoff:

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

F. Probationary Period:

Probation shall be 1 year for all new employees.

____________________________ __________________________

Jaime Fontes, City Manager Date

City of Seaside
Salary Survey Data
May 2022

Position Title	Group	Current Maximum monthly Salary	Maximum Monthly Salary based on Survey Data	Percent Behind Market (at or over market)	Equity Adjustment Jan 23, Jan 24, Jan 25	Rationale
Information Services Technician	Conf- NE	$6,272	$6,988	-11.4%	3.8%	Internal Alignment; 2.5% above the HR Specialist
Human Resources Specialst	Conf- NE	$6,357	$6,690	-5.2%	1.7%	Market and range placement.
Payroll Specialist*	Conf- NE	$6,838	$6,607	3.4%		Market and range placement.
Legal Assistant*	Conf- NE	$6,767	$6,533	3.5%		Equivalent to Executive Assistant
Executive Assistant*	Conf- NE	$6,767	$6,533	3.5%		Market and range placement.
Senior Administrative Assistant-CONF*	Conf- NE	$6,240	$5,855	6.2%		5% above Senior Admin Asst
*no adjustment						
Legend for columns:						
Column 1 - Classification Title.						
Column 2 - Seaside labor association.						
Column 3 - Seaside's current monthly maximum salaries.						
Column 4 - Proposed Salary range number from the newly proposed salary range schedule.						
Column 3 - Percentage from Total Monthly Comp median is the market percentage differential the Seaside Benchmark classification is from the Market Median.						
Column 4 - Market or Internal placement shows the total monthly compensation market median dollar values derived from the market survey results, or the internal placement percentage.						
Column 4 - Monthly maximum salary of the newly proposed salary ranges.						
Column 5 - This percentage expresses the difference between Seaside's current salaries and the proposed salaries.						
Column 6 - This is the Relationship (to evaluate salary differential between related classifications)						
Column 6 - The rationale expresses how the proposed salary recommendation was arrived at (i.e., whether market results or internal alignments were used).						

City of Seaside
Compensation Plan for Unclassified Non-Exempt Positions
Effective July 1, 2022

1. **APPLICATION:** This Compensation Plan applies to non-exempt job classifications established as unclassified.

2. **EMPLOYMENT STATUS:** In accordance with Municipal Code Section 2.44.030, employees not included in the classified service shall serve at the pleasure of their appointing authority and they may be terminated or disciplined at will without any right of appeal.

3. **SALARY ADJUSTMENT:**

   a. Effective in the first full pay period of July 2022 (July 9, 2022), a three-percent (3%) base salary increase will be provided to all bargaining unit employees. Bargaining unit employees must be employed on the date the salary increase is paid in order to be eligible for the increase.

   b. Effective in the first full pay period of July 2023 a four-percent (4%) salary increase will be provided to all bargaining unit employees.

   c. Effective in the first full pay period of July 2024 a four-percent (4%) across the salary increase will be provided to all bargaining unit employees.

4. **SPECIAL PAY:**

   A. Longevity Pay:

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

   B. Spanish Bilingual Pay:

   a. A 2 ½% premium above base pay will be granted to an employee who speaks the Spanish language in the course and scope of his or her job duties after successful completion of City provided testing and approval of the Appointing Authority.
   b. Upon approval of the Appointing Authority, an employee required to read and write in Spanish in the course and scope of his or her job duties will be provided a 2 ½% premium above base pay after successful completion of City provided testing.
   c. This program is subject to administrative direction and to City established procedures and formal testing. The City will use Language Testing International (LTI) or another suitable and appropriately certified testing organization.
   d. Granting and removal of this premium is within the sole discretion of the City. Removal of this premium shall not be considered disciplinary action.
   e. Unless recommended approved by the Appointing Authority, bilingual pay will be for Spanish only.

C. Notary Pay:

Unclassified employees who are certified by the California Notary Commission as a Notary Public will receive a 5% base pay increase so long as they use their certification in the course of their duties with the City.

5. OVERTIME:

A. Pre-Approval:

Requests for overtime that can be scheduled should be pre-approved by the Appointing Authority or designee. Overtime not possible to schedule in advance and necessary for public safety and welfare shall be worked at Appointing Authority discretion.

B. Overtime Calculation:

Hours actually worked in excess of 40 per week shall be paid at time-and-a-half the City's premium rate, which will be no less than the regular rate of pay as that term is defined in the Fair Labor Standards Act (FLSA). Hours worked in excess of an employee's shift that are not FLSA overtime hours shall be paid at one times the premium rate. All employee overtime shall be earned in increments of one-quarter (1/4) hour.

C. FLSA Work Period / Work Week

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

D. Maximum Compensatory Leave Balance:

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

6. ADMINISTRATION OF PAY PLAN:

A. Anniversary Date

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

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

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

B. Salary Ranges

a. The five (5) steps of each salary range shall be interpreted and applied as follows:
b. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.
c. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of six (6) months satisfactory service in the first step and upon written recommendation of the Appointing Authority and approval by the City Manager.
d. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of the Appointing Authority and approval by the City Manager.
e. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the third step and upon written recommendation of the Appointing Authority and approval by the City Manager.
f. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the fourth step and upon the written recommendation of the Appointing Authority and approval of the City Manager.
g. Notwithstanding the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to classification having a higher overlapping salary range, shall be adjusted:
h. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. If the step in the new range is the first step, the employee shall remain in that step for six (6) months before becoming eligible for advancement to the second step.
i. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.
j. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate

salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward the employees shall have their existing salary adjusted to the same step in the new range.

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

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

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

7. RETIREMENT:

A. Tier 1 - CalPERS 2% @ 55

a. Eligibility: Employees determined by CalPERS to be "classic members."

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

B. Tier 2 - CalPERS 2% @ 62 Plan

a. Eligibility: Employees determined by CalPERS to be "new members."

b. Employee Contribution: Employees will pay 50% of the normal cost as determined annually by CalPERS.

C. Survivor Benefits: The City provides the PERS 1959 Survivors Benefit Level Four. The employee cost is $2 per month.

D. Deferred Compensation: The City will pay up to one hundred twenty five dollars ($125) per month to the ICMA deferred compensation program for each employee who makes a matching contribution. Contributions will be made on a bi-monthly basis (24 xs per year @ $75 each).

8. HEALTH AND WELFARE BENEFITS

A. Medical Contributions:

a. MCSIG PPO $40 (70/30 Plan).

The City will pay 100% of the employee only premium and 95% of the dependent premium.

b. MCISG PPO $25 (80/20 Plan).

The City will pay 100% of the employee only premium and 85% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.

c. **PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.**
New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO $25 plan and the PACE Plan premium.

d. **PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.**
The City will pay 90% of the employee only premium; 75% of the dependent premium.

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

Dental

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

Vision

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

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

C. Life Insurance: The City will provide term life insurance for all Employees in the amount of two times the employee's annual salary.

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

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

F. Wellness Program:

a. **Health Club Membership:** City will pay up to $50 per month towards an employee membership at a health club upon submission of receipt of contract to the Finance Division. The City will process dues by payroll deduction if administratively feasible. To be eligible for reimbursement, requests for reimbursement must be received by Finance no later than 90 days from the date of service.

b. **City Swimming Pool:** Employees and their families will have use of City swimming pool at no cost and may have resident's fee and early-bird sign up for swim classes.

9. LEAVE BENEFITS:

A. Vacation: the Appointing Authority has the authority to start a new employee covered under this compensation plan anywhere within the accrual schedule and provide them with a starting leave bank of vacation.

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

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

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

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

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

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

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

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

a. **Accrual:** Each employee shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served. At his / her discretion, the Appointing Authority may provide a new employee with a starting leave bank.

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

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

C. On-The-Job Injury Leave:

a. Leave of Absence:

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

b. **Leave Accrual:** An employee on leave of absence under this section will continue to accumulate sick leave and vacation leave.

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

d. **Use of Accumulated Leaves:** Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

D. Holidays: All employees in a pay status for the majority of a pay period shall be entitled to the following holidays:

- First day of January (New Year's Day)
- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President's Day)

- Thirty-first day of March (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- Nineteenth day of June (Juneteenth)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)
- Eleventh day of November (Veteran's Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day
- Working day immediately preceding Christmas Day (Christmas Eve)
- Twenty-fifth day of December (Christmas Day)

e. **Holiday Calculation:** Holidays shall be calculated as 8 hours.

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

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

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

E. Jury Duty:

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

10. CONTINUING EDUCATION AND PROFESSIONAL GROWTH

A. Tuition Reimbursement:

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

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

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

B. Educational Incentive Pay:

a. Completion of an accredited educational certificate program or 30 units toward an approved degree program – 1.5%
b. Completion of AA/AS degree – 3%
c. Completion of BA/BS degree – 4.5%
d. Completion of MA/MS degree – 6%
e. Educational incentive pays are not cumulative (stackable). The maximum salary increment attainable under this program is 6%.
f. An employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time.
g. Requalification of two units over a four-year period will be established to maintain the policy of "Continuing Education and Professional Growth."

11. WORK SCHEDULE:

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

City of Seaside
Compensation Plan for Unclassified Positions
Effective July 1, 2022

A. APPLICATION: This Compensation Plan applies to the position of ESCA Program Director. Due to the unique nature of these positions, when established by the City Council, they were determined to be exempt from the classified service.

B. EMPLOYMENT STATUS: In accordance with Municipal Code Section 2.44.030, employees not included in the classified service shall serve at the pleasure of the City Manager and they may be terminated or disciplined at will by the City Manager at any time, without any right of appeal.

C. ANNUAL SALARY: The following position is exempt from the overtime provisions of the FLSA.

a. ESCA Program Director

D. SALARY ADJUSTMENTS:

a. General Salary Adjustments:
   i. Effective the pay period beginning July 9, 2022, all members will receive a 4% salary increase.
   ii. Effective the first day of the first pay period in January 2023, all members will receive a 3% salary increase. This salary increase is contingent on bargaining unit members agreeing to pick up 3% of the City's CalPERS contribution.
   iii. Effective the first day of the pay period in July of 2023, all members will receive a 4% salary increase.
   iv. Effective the first day of the pay period in July of 2024, all members will receive a 4% salary increase.

b. Longevity Pay:
   i. Unclassified employees with five or more years of service shall receive longevity pay in the amount of 2.5% of the member's Base Salary Rate.
   ii. Unclassified employees with ten or more years of service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 5%).
   iii. Unclassified employees with fifteen or more years of service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 7.5%).

c. Performance Pay: The City Manager is authorized to grant up to a 7.5% increase to Unclassified employees who exceed expectations in the achievement of established performance goals and objectives. This gives the City Manager flexibility in setting salaries consistent with performance.

E. RETIREMENT:

a. Miscellaneous Classifications:

i. Tier 1 - CalPERS 2% @ 55
   1. Eligibility: Employees determined by CalPERS to be “classic members.”
   2. Employee Contribution: Employees will pay the 7.0% employee contribution to PERS.
   3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer’s contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.

ii. Tier 2 - CalPERS 2% @ 62 Plan
   1. Eligibility: Employees determined by CalPERS to be “new members.”
   2. Employee Contribution: Employees will pay 50% of the normal cost as determined annually by CalPERS.
   3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer’s contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.

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

c. Deferred Compensation: The City will pay up to $200 per month to the ICMA deferred compensation program for each employee who makes a matching contribution.

F. MEDICAL, DENTAL, VISION INSURANCE

a. Medical Contributions:

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

ii. MCISG PPO $25 (80/20 Plan).
Employees electing to participate in the MCSIG PPO $25 (80/20 Plan)

will pay the difference between the City's contribution for the PPO $40 Plan and the PPO $25 Plan premium.

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

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

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

Dental

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

Vision

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

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

c. Life Insurance: The City will provide term life insurance for all Employees in the amount of two times the employee's annual salary.

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

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

f. Wellness Program:

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

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

G. LEAVE BENEFITS:

a. Vacation: the City Manager has the authority to start a new employee covered under this compensation plan anywhere within the accrual schedule and provide them with a starting leave bank of vacation.

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

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

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

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

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

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

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

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

i. Accrual: Each employee shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served. At his / her discretion, the City Manager may provide a new employee with a starting leave bank.

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

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

c. Management Leave

i. Annual Accrual: Employees shall earn 40 hours of management leave per calendar year.

ii. Initial Accrual: For newly hired employees, the initial management leave bank shall be prorated according to the following schedule:

Hired January 1 – March 31:	40 Hours
Hired April 1 – June 30:	30 Hours
Hired July 1 – September 30	20 Hours

Hired October 1 – November 30	10 Hours
Hired December 1 – December 31	0 Hours

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

iv. Management Leave Payoff: Employees shall be permitted to sell back their unused annual management leave (up to five days) as of December 1st of each year.

d. Administrative Leave

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

ii. Initial Accrual: For newly hired employees, the initial management leave bank shall be prorated according to the following schedule:

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

e. Holidays: All employees in a pay status for the majority of a pay period shall be entitled to the following holidays:

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

f. Jury Duty:

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

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Jaime M. Fontes, City Manager

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

DATE: August 18, 2022

SUBJECT: **APPROVE THE TRAFFIC ADVISORY COMMITTEE RECOMMENDATION TO RED CURB AT THE INTERSECTION OF WARING STREET AND LA SALLE AVENUE**

RECOMMENDATION

Approve the Traffic Advisory Committee (TAC) recommendation for red curb at the intersection of Waring Street and La Salle Avenue.

BACKGROUND

Staff received the Traffic Advisory Committee Request Application (attachment 1), dated March 8, 2022, from a resident requesting the installation of red curb on the south side of La Salle Avenue at the 1800 block of Waring Street. The resident noted visibility concerns when vehicles park near the corners of La Salle Avenue and Waring Street, making it difficult to turn onto La Salle Avenue from Waring Street.

La Salle Avenue is classified as a collector street, with a posted speed limit of 30 miles per hour (mph) and one lane of traffic in each direction. La Salle Avenue is approximately 35 ft. wide, measured from face of curb to face of curb with parallel parking on both sides of the street. Sidewalks measuring approximately 4 feet wide are present on both sides of the street.

Waring St. is classified as a residential street with a speed limit of 25 mph. The 1800 block of Waring St. on the south side of La Salle Avenue is one-way north bound, approximately 25 feet wide with parallel parking on both sides of the street. Twenty single family homes are located along this block of Waring Street, which exits on to La Salle Avenue. The 1900 block of Waring St. on the north side of La Salle Avenue is a two-way street, approximately 35 feet wide with parallel parking on both sides of the street. Ten single family homes, a church, and a child care center are located along this block of Waring Street.

Staff conducted three site visits at La Salle Avenue and Waring Street (attachment 2). During the site visits, it was noted that adequate sight distances are present at the southwest corner of La Salle Avenue at Waring Street. However, when there are cars parked at the end of the block of the southwest corner of La Salle Avenue at Waring Street, visibility is impaired. Staff also evaluated the north side of La Salle Avenue at Waring Street. It was noted that adequate sight distances are present. Due to the increased width of the 1900 block of Waring Street, there is increased visibility.

Collision data was collected in the area of the request over the last 5 years. During that time, there were no police reports for vehicle collisions at the intersection of Waring Street and La Salle Avenue.

The Traffic Advisory Committee recommends the Council approve installing 20' of red curb only on the southwest corner of La Salle Avenue at Waring Street to allow adequate sight distance.

FISCAL IMPACT

The fiscal impact associated with this item is $485.00, paid from the Streets Fund 210-8110.

ATTACHMENTS

1. Application
2. Aerial

Reviewed for Submission to the City Council by:

Jaime M. Fontes, City Manager

APPLICATION FEE PER THE CURRENT ADOPTED FEE SCHEDULE

Traffic Advisory Committee Request Application

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

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

Name: Leticia Perez Date: 3/8/2022

Address: [redacted] Phone: [redacted]

Type of Request (check all that apply):

- ☐ Parking Designations
- ☐ Crosswalk
- ☑ Curb Markings (White, Yellow, etc.)
- ☐ Warning Sign
- ☐ Traffic Signal/Stop Sign
- ☐ Signing/Striping
- ☐ Other ____

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request:

Red curb marking on La Salle, near the end of the 1800 block of Waring Street.

The intersection of Waring Street and La Salle is very unsafe and dangerous. The cars parked along La Salle create a blindspot for vehicles turning onto La Salle from the 1800 block of Waring Street. Neighbors on that block have been close to getting into a collision or have had a collision with vehicles going east La Salle. Neighbors have seen multiple vehicle collisions on that turn into La Salle. Multiple vehicles have been totaled because of that blind spot.

Neighbors and I are requesting for the edge of the sidewalk to be painted red (as soon as possible), so vehicles parked on La Salle are not blocking the view of drivers turning from Waring Street.

The city should be held liable for any collisions if it continues to neglect this dangerous intersection.

Be advised that drivers on La Salle are regularly driving over the speed limit.

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

TAC REQUEST PROCEDURE

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

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

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

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

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

PLEASE COMPLETE FOR PARKING AND CURB MARKING REQUESTS

TAC REQUEST ACKNOWLEDGEMENT STATEMENT

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

Leticia Perez
Applicant Signature

3/8/2022
Date

Paint 20 feet of red curb at the southwest corners of La Salle and Waring.

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: August 18, 2022

SUBJECT: **APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE RAIDERS YOUTH FOOTBALL FOR THE 2022 SEASON**

RECOMMENDATION

Approve a request from Seaside Raiders Youth Football for a donation of $3,000.00 from the Mayor's Youth Fund to help cover the costs associated with their football program.

BACKGROUND

The Seaside Raiders Youth Football organization is requesting a $3,000.00 donation from the Mayor's Youth Fund to help cover the costs associated with their football program, which range from new helmets/pads/uniforms, training for coaches, insurance and other operational expenses. The goal of the Seaside Raiders is to provide a quality program that teaches and instills values, leadership, sportsmanship, and team work. They provide an outlet that gives the youth in our community an opportunity to be active and physical at a time where physical education and other physical programs are lacking. The leadership team of the Seaside Raiders encourage recycling at all times. In the past, they have collected and saved all of the recyclables after each game and practice, and then gave them to families in need who use the funds that they get from recycling for household expenses.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. They received their last donation at the August 5, 2021, City Council meeting. They also 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 is the Mayor's Youth Fund account (601-2106) is $86,349.43. If the City Council approves this request, the balance will decrease to $83,349.43, for 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. 2022 Mayors Youth Fund Application FOOTBALL
2. Seaside Raiders - 501(c)(3)
3. Mayor's Youth Fund Closing Report - Seaside Raiders 2021
4. Seaside Raiders - W-9 2022

Reviewed for Submission to the City Council by:

Jaime M. Fontes, City Manager

CITY OF SEASIDE MAYOR'S YOUTH FUND CONTRIBUTION POLICY

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

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

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

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.
- Description of other methods being used to raise funds and/or other contributors.
- An explanation of how the group, activity, or event will benefit Seaside youth.
- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.
- How this request will provide a municipal benefit (ie., benefit the community).
- Proof of non-profit organization status (not a taxpayer's I.D. number) and a current W9 form.

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

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

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

Individuals*	25% of total cost of activity (not to exceed $1,000.00)
Groups up to 20	up to $1,500.00
Groups 21+	up to $3,000.00

*Individual contributions must include an itemized list of all costs associated with the request including total cost of the activity.

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

###

Mayor's Youth Fund Contribution Request

Prior to completing this request please review the attached contribution policy. All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda. Please return this completed form with necessary attachments to D. Meewis, Recreation Services, City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955.

Name of Organization: Seaside Raiders Youth Football

Name of Individual Submitting Request: Claudia Link

% Residents or Students of Seaside: 85%
#of Participants: between 150-200

Ages of Participants: 4-14

Mailing Address: PO Box 813, Seaside, CA 93955

Phone Number: Home: 831-920-2014 Work Cell: 831-277-9091

E-mail Address: claudiajlink@hotmail.com

Description of Event (Attach Additional Information as Necessary)

We provide a quality program that teaches and instills values, leadership, sportsmanship, team work, while also encouraging academic success in the younger members of the community. We provide and outlet that gives youth an opportunity to be active and physical at a time where physical education and physical programs are lacking.

Description of how the use of the funds will be specifically used for youth groups activities/events and/or has a nexus to the goals of recycling, cleanup and/or "green" sustainability to insure a healthy environment. Attach additional information as necessary.

We encourage recycling at all times. In the past have we have saved all recyclables and given them to one of our families in need who in turn used the money to help with household expenses.

Description of how your participation in this event or activity benefits the City of Seaside. See Mayor's Youth Fund Contribution Policy.

Thousands of youth have participated in our football & cheer programs where they are taught disciple, responsibility, leadership, sportsmanship and respect. We provide a positive and safe experience that goes beyond what most of these children get at school and sometimes at home.

*Total Amount Requested: (See Contribution limits) $3,000.00

Individual Requests: Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed $1,000.00. Applications that are incomplete will be returned.

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

DEPARTMENT OF THE TREASURY

Date: JUL 27 2017

Employer Identification Number:
82-2225417
DLN:
26053605002707
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
June 30, 2017
Contribution Deductibility:
Yes
Addendum Applies:
No

SEASIDE RAIDERS YOUTH FOOTBALL
PO BOX 813
SEASIDE, CA 93955-0000

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.

SEASIDE RAIDERS YOUTH FOOTBALL

Sincerely,

stephen a. martin

Director, Exempt Organizations
Rulings and Agreements

Letter 947

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 7/15/2021

ESL ID: 3128656965

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 4042056

Entity Name: SEASIDE RAIDERS YOUTH FOOTBALL

- [x] 1. The entity is in good standing with the Franchise Tax Board.
- [ ] 2. The entity is **not** in good standing with the Franchise Tax Board.
- [ ] 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 .
- [ ] 4. We do not have current information about the entity.
- [ ] 5. The entity was administratively dissolved/cancelled on through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: **ftb.ca.gov**
Phone: 800.852.5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916.845.6500 from outside the United States
TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

FTB 4263A WEB (REV 12-2019)

For 2021

1 OF 2

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: Aug 2021

Name of Organization: SEASIDE YOUTH FOOTBALL

Contact: CLAUDIA LINK WASHINGTON

Address: P.O. BOX 813 SEASIDE, CA 93955

Email/Phone: 831-920-2014 / claudiajlink@hotmail.com

Amount of Donation Received: $3,000.00

What Items were purchased with Mayor's Youth Fund Donation:
EQUIPMENT RECERTIFICATION, FOOTBALL JERSEYS, HELMETS, ETC.

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.
WE PLACE RECYCLE BINS TO ENCOURAGE RECYCLING WHEN APPROPRIATE

Signature: [signature]

Date: October 14, 2021

***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.**

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

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) 1

Exemption from FATCA reporting code (if any) ________

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

5 Address (number, street, and apt. or suite no.) See instructions.
PO BOX 813

6 City, state, and ZIP code
Seaside CA 93955

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 2 - 2 2 2 5 4 1 7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** Margaret Graves **Date ▶** 7/15/22

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.*

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: August 18, 2022

SUBJECT: **APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE RAIDERS YOUTH CHEER FOR THE 2022 SEASON**

RECOMMENDATION

Approve a request from Seaside Raiders Youth Cheer for a donation of $3,000.00 from the Mayor's Youth Fund to help cover the costs associated with their cheer program.

BACKGROUND

The Seaside Raiders Youth Cheer Program is requesting a $3,000.00 donation from the Mayor's Youth Fund to help cover the costs associated with their Cheer Program, which range from new uniforms, training for coaches, insurance and other operational expenses. Cheerleading is a team sport where you learn to work well with your teammates. Athletes learn to help their teammates by supporting them mentally and physically. They learn to trust their teammates and that working together as a group is important for safety and success. Learning to work together as a group is an important skill that will stay with them into adulthood. The Seaside Raiders cheer program also provides the foundational skills of the sport so the athletes can be better prepared for when they get to higher levels, such as: travel programs, high school teams and college cheer programs.

The Seaside Raiders have had thousands of youth participate in their programs throughout the years. Each individual is taught discipline, responsibility, leadership, sportsmanship, and respect. They provide a positive and safe experience that goes beyond what most of the participants get at school and sometimes at home. The leadership team of the Seaside Raiders encourage recycling at all times. In the past, they have collected and saved all of the recyclables after each game and practice, and then gave them to families in need who use the funds that they get from recycling for household expenses.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. This is the first time that the Seaside Raiders Cheer Program has requested a donation from the Mayor's Youth Fund.

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 is the Mayor's Youth Fund account (601-2106) is $83,349.43. If the City Council approves this request, the balance will decrease to $80,349.43, for 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. 2022 Mayors Youth Fund Application CHEER PROGRAM
2. Seaside Raiders - 501(c)(3)
3. Seaside Raiders Cheer Rrogram - W-9 2022

Reviewed for Submission to the City Council by:

Jaime M. Fontes, City Manager

CITY OF SEASIDE MAYOR'S YOUTH FUND CONTRIBUTION POLICY

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

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

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

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.
- Description of other methods being used to raise funds and/or other contributors.
- An explanation of how the group, activity, or event will benefit Seaside youth.
- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.
- How this request will provide a municipal benefit (ie., benefit the community).
- Proof of non-profit organization status (not a taxpayer's I.D. number) and a current W9 form.

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

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

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

Individuals*	25% of total cost of activity (not to exceed $1,000.00)
Groups up to 20	up to $1,500.00
Groups 21+	up to $3,000.00

*Individual contributions must include an itemized list of all costs associated with the request including total cost of the activity.

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

###

Mayor's Youth Fund Contribution Request

Prior to completing this request please review the attached contribution policy. All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda. Please return this completed form with necessary attachments to D. Meewis, Recreation Services, City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955.

Name of Organization: Seaside Raiders Cheer Program

Name of Individual Submitting Request: Melissa Johnson

% Residents or Students of Seaside: 85%
#of Participants: between 40

Ages of Participants: 4-14

Mailing Address: PO Box 813, Seaside, CA 93955

Phone Number: Home: Work Cell: 831-383-9548

E-mail Address: melhughes8846@gmail.com

Description of Event (Attach Additional Information as Necessary)

Cheerleading is a team sport where you learn to work well with your teammates. Our athletes learn to help their teammates by supporting them mentally and physically. They learn trust teammates and that working together as a group is important for safety and success. Learning to work together in a group is a skill that will stay with them into adulthood.

<u>Description of how the use of the funds will be specifically used for youth groups activities/events and/or has a nexus to the goals of recycling, cleanup and/or "green" sustainability to insure a healthy environment. Attach additional information as necessary.</u>

We encourage recycling at all times. In the past have we have saved all recyclables and given them to one of our families in need who in turn used the money to help with household expenses.

<u>Description of how your participation in this event or activity benefits the City of Seaside.</u> See Mayor's Youth Fund Contribution Policy.

Thousands of youth have participated in our football & cheer programs where they are taught disciple, responsibility, leadership, sportsmanship and respect. We provide a positive and safe experience that goes beyond what most of these children get at school and sometimes at home.

*Total Amount Requested: (See Contribution limits) $3,000.00

<u>Individual Requests:</u> Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed $1,000.00. Applications that are incomplete will be returned.

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

DEPARTMENT OF THE TREASURY

Date: JUL 27 2017

SEASIDE RAIDERS YOUTH FOOTBALL
PO BOX 813
SEASIDE, CA 93955-0000

Employer Identification Number:
82-2225417
DLN:
26053605002707
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
June 30, 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.

SEASIDE RAIDERS YOUTH FOOTBALL

Sincerely,

stephen a. martin

Director, Exempt Organizations
Rulings and Agreements

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 7/15/2021

ESL ID: 3128656965

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 4042056

Entity Name: SEASIDE RAIDERS YOUTH FOOTBALL

☒ 1. The entity is in good standing with the Franchise Tax Board.

☐ 2. The entity is **not** in good standing with the Franchise Tax Board.

☐ 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 .

☐ 4. We do not have current information about the entity.

☐ 5. The entity was administratively dissolved/cancelled on through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: **ftb.ca.gov**
Phone: 800.852.5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916.845.6500 from outside the United States
TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

FTB 4263A WEB (REV 12-2019)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

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) 1

Exemption from FATCA reporting code (if any) ________

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

5 Address (number, street, and apt. or suite no.) See instructions.
PO BOX 813

Requester's name and address (optional)

6 City, state, and ZIP code
Seaside CA 93955

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 2 – 2 2 2 5 4 1 7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** Margaret Graves **Date ▶** 7/15/22

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.*

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: August 18, 2022

SUBJECT: **APPROVE A FEE WAIVER REQUEST FROM ACTION COUNCIL - BUILDING HEALTHY COMMUNITIES FOR THE USE OF THE SEASIDE COMMUNITY CENTER FOR THEIR "CIRCULO" HEALING CIRCLE MEETING ON AUGUST 26, 2022**

RECOMMENDATION

Approve the fee waiver request from Action Council - Building Healthy Communities for the use of the Seaside Community Center to hold their "Circulo" Healing Circle meeting for the amount of $644.00, the organization will pay the City the non-refundable portion of the deposit of $52.20.

BACKGROUND

The Action Council - Building Healthy Communities will be having a "Ciculo" Healing Circle to discuss the racial, education, and economic equity work they have done in the last fiscal year, set new goals and priorities for their team, and a few of their collaborative partners. They have requested to use the Seaside Community Center (Soper) for about 25-30 people to meet safely and comfortably while also having the opportunity to break into smaller groups. A light breakfast and lunch will be provided for their participants.

The last fee waiver submitted to the City Council by the Action Council Building Healthy Communities was approved on April 21, 2022, for the Juneteenth 831 Cultural Festival that was held at Laguna Grande Park on June 18, 2022.

FISCAL IMPACT

Should the City Council approve the full fee waiver request, the approximate fiscal impact is as follows:

Soper Large Room Rental Fee	8 hours @ $59.25	$559.00
Liability Insurance		$ 85.00
Non-Refundable Deposit		$ 52.20
TOTAL		**$696.20**

Should the City Council approve the request with the staff recommendation to waive all rental fees but require payment for the non-refundable deposit only. The fiscal impact is $644.00.

ATTACHMENTS

1. Fee Waiver Request - Action Council - Building Healthy Communities
2. 501(c)(3) Information - Action Council - Building Healthy Communities

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Reviewed for Submission to the City Council by:

Jaime M. Fontes, City Manager

SEASIDE
CALIFORNIA

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Action Council Building Healthy Communities
Name of Applicant: Rosalyn Green
Address: P.O. Box 327 City: Seaside State: CA
Phone: 831.901.9180 Email: rosalynbhc@actioncouncil.org

EVENT INFORMATION:

Event Title: Circulo
Event Description: Healing circle Meeting
Event Date: Aug. 26, 22 Room(s) Requested: Soper Field
Time (including set-up): ________ - ________ Approximate Number of Guests: 20-25

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: non profit organization works with youth & residents in city of Seaside
Have you received a Fee Waiver in the past? ☑ Yes, the event was on Juneteenth ☐ No
What is your organization's tax identification number? on File
What percentage of your members or participants resides in Seaside? 75%
Is your organization based in Seaside? ☑ Yes ☑ No
Is your organization able to provide liability insurance? ☑ Yes ☐ No
Will alcohol be served or sold at your event? ☐ Yes ☑ No

Applicant Signature: [signature] Date: 8/1/22

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: ____________________ Date: __________

Notes: ____________________

SEASIDE CALIFORNIA

Fee Waiver Request Form

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

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

      OR

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

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

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

SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

CONTACT INFORMATION: **ROOM:** Soper Large

Organization: Action Council Building Healthy Community

Name of Applicant: Rosalyn Green

Address: 1701 Kenneth City: Seaside Zip: 93955

Phone 831 901 9180 Email: rosalynbhc@actioncouncil.org

Day of Event Contact Name and Phone: 8/26/22

☒ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: Healing Circle

Please attach invitation or flyer if available.

Event Date: 8/26/22 Approximate Number of Guests: 25-30

Reservation Time: 9 - 5 Event Time: 10-4

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

Special Instructions: ______

Request to use the City's: ☐ Podium ☐ Microphone ☐ Projector Screen

**Subject to availability* ***Projectors and other electronic equipment will not be provided*

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

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

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

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

Applicant Signature: [signature] Date: 8/8/22

(For Office Use Only)

Permit Fee: ______ Authorized Agent: ______ Date: ______

Note: Original to Resource Management/Recreation Department

SEASIDE CALIFORNIA

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

FACILITY SELECTION

☐ LAGUNA GRANDE HALL
Capacity: Dining: 225 / Theatre: 300
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	$56.25	$154.00
Deposit	$655.00	$819.00
(Refundable)	*($556.75)*	*($696.15)*
Alcohol Deposit	$638.00	$798.00
(Refundable)	*($414.70)*	*($518.70)*

Liability Insurance: $85-$217
Security Guards: required 1 per 50 guests
- ☐ I will be using Hall only
- ☐ I will be using Hall & Kitchen only
- ☐ I will be using Hall, Kitchen & Dance Studio

☐ BAYONET MEETING ROOM
Capacity: Classroom: 30 / Theatre: 40
Dimensions: 24' X 20'

	Resident	Non-Res
Food Deposit	$150	$187.50
(Non Refundable)	*($37.50)*	*($46.75)*
Rate 0-3 hr.	$43.75 /hr.	$61.00 /hr.
After 3 hrs.	$20 /hr.	$28.00 /hr.

☐ BLACKHORSE MEETING ROOM
Capacity: Classroom: 40 / Theatre: 50
Dimensions: 28' X 26'

	Resident	Non-Res
Food Deposit	$150	$187.50
(Non Refundable)	*($37.50)*	*($46.75)*
Rate 0-3 hrs.	$43.75 /hr.	$76.00 /hr.
After 3 hrs.	$20 /hr.	$33.00 /hr.

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

	Resident	Non-Res
Food Deposit	$150	$187.50
(Non Refundable)	*($37.50)*	*($46.75)*
Rate 0-3 hr.	$43.75 /hr.	$94.00 / hr.
After 3 hrs.	$20.00 /hr.	$44.00 / hr.

☐ SEAHORSE CONFERENCE ROOM
Capacity: 20 / Dimensions: 28' X 16'

	Resident	Non-Res
Rate 0-3 hrs.	$43.75 /hr.	$61.00 / hr.
After 3 hrs.	$20 /hr.	$28.00 /hr.

☐ SEASIDE MEETING ROOM
Capacity: Classroom: 40 / Theatre: 60
Dimensions: 32' X 26'

	Resident	Non-Res
Food Deposit	$150	$187.50
(Non Refundable)	*($37.50)*	*($46.75)*
Rate 0-3 hr.	$43.75 /hr.	$61.00 / hr.
After 3 hrs.	$20 /hr.	$28.00 / hr.

☒ SEASIDE COMMUNITY CENTER (SOPER)
Capacity: Dining: 85 / Theatre: 100
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	$59.25	$83.00
Deposit	$348.00	$436.00
(Refundable)	*($295.80)*	*($370.60)*
Alcohol Deposit	$638.00	$798.00
(Refundable)	*($414.70)*	*($518.70)*

Liability Insurance: $85-$217
Security Guards: required 1 per 50 guests
- ☐ I will be using the Large Room only
- ☐ I will be using the Kitchen only
- ☒ I will be using the Large Room & Kitchen

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

	Resident	Non-Res
Deposit	$83	$103.50
(Non Refundable)	*($21)*	*($26)*
0-25 Guests	$172	$215
26-50 Guests	$187.00	$234
51-75 Guests	$205.00	$257.00
Mini Golf	$25	$31
Extra ½ Hour	$38	$47.50

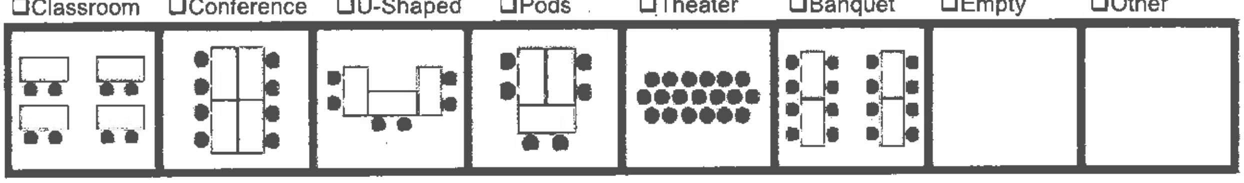
Non-Profit Rate: *For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for $37.00/$47.00. Proof of 501(c)(3) required.*

Security Guards: *If required, security guards must be present for entire duration of event. Failure to comply or late security guards may result in deposit forfeited or event shut down completely.*

SEATING CONFIGURATION

Review and select a seating configuration below. If you would like a different layout, please sketch your preferred layout in the box marked "other" or on the back of this sheet.

☐Classroom ☐Conference ☐U-Shaped ☐Pods ☐Theater ☐Banquet ☐Empty ☐Other



Facility Use Rental Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

1. OVERTIME: Use of the facilities in excess of the time set forth above may result in overtime fee being charged.
2. CANCELATION BY PERMITTEE: Permittee must submit written notice of cancellation to the calendaring agent in order to be eligible for a refund. Refund requests made forty-five (45) days in advance will receive a full refund less a seven dollar ($7) surcharge. Refund requests made thirty (30) - forty-five (45) days in advance will receive a full refund less the non-refundable portion of the security deposit. Refund requests made less than thirty (30) days in advance will receive a full refund less the entire security deposit.
3. CANCELATION BY CITY: This permit may be canceled without liability to the City under any of the following conditions: a) It is found to contain false or misleading information, (b) The Department finds that the proposed use will be detrimental to the public's health, (c) Any individual or group (members or guests) willfully or through negligence mistreats the equipment or violates any of the regulations, terms, and conditions established for use of the facilities, (d) Average attendance of scheduled activities falls below the standard established for each use area with the Center, (e) For failure to notify Center of cancellation of any date or dates covered by this permit, (f) Permittee defaults on or has not completed all conditions and requirements for use of facilities, (g) In case the Center or any part thereof shall be destroyed or damaged by fire or any other cause, or if other unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities shall render fulfillment of the permit difficult or impossible of performance, (h) The facility is needed by public necessity or emergency use, (i) Upon thirty (30) calendar days written notice to Permittee. Refund of rental fees shall be made where City cancels permit at least thirty (30) days prior to the date reserved, except when cancelation occurs under items (g) or (h) above.
4. TRANSFERRING PERMIT: Permit cannot be transferred, assigned, or sublet unless approved by the City in writing.
5. ADVERTISING, SOLICITATION AND SALES: No advertising or signs shall be exhibited and no sales made at the Center without the written permission of the City.
6. COMPLETION OF REQUIREMENTS FOR USE OF FACILITIES: Permittee must complete all requirements relating to use of the facilities within the time requirements specified.
7. COMPLIANCE TO CONDITIONS OF USE: The Permittee shall observe, obey, and comply with all applicable City, County, and Federal laws; and the policies, rules, regulations, terms, and conditions governing use of Center facilities. Permittee will forfeit all rents or other fees paid if evicted from premises for violation of it. Eviction shall not release Permittee from any obligations for the payment of the rents or other fees required to be paid under this permit for the term thereof.
8. CONCESSION SALES: Permittee will not engage in concession operations unless authorized in writing by Director/authorized staff.
9. CONDUCT OF PERSONS: Permittee shall be solely responsible for the orderly conduct of all persons using the premises by its invitation, either express or implied, during all times covered by the permit. The Department reserves the right to eject or cause to be ejected from the premises any person or persons objectionable due to unlawful conduct.
10. DAMAGE TO FACILITY OR EQUIPMENT: All property, equipment, and furnishings must be kept clean and undamaged, fair wear and tear accepted. Permittee causing damage or loss will be required to pay for same at current costs.
11. EXITS: At no time shall exits be covered or obstructed.
12. FACILITIES CAPACITY: Permittee shall not admit a larger number of persons than can be safely and freely moved about therein as determined by Building and Fire Codes.
13. FLAMMABLE MATERIALS: No flammable materials will be permitted to be used for decorations. All materials used for decorative purposes must be treated with flame proofing and be approved by the Fire Department.
14. INDEMNITY: Permittee shall indemnify and hold harmless by the City, its officers, employees, and agents, against any and all claims, demands, causes of action, personal injuries or death, damages whatsoever, directly or proximately resulting or caused by the use and occupation of the facilities described in the permit, whether such use is authorized or not or from act or omission of Permittee or any of its officers, agents, employees, guests, patrons, or invitees, and the Permittee shall, at its sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted against City, its officers and employees, on any such claim, demand, or cause of action, and the Permittee shall pay any judgment or decree which may be rendered against the city, its officers, employees, and agents in any suit, action or other legal proceedings, and Permittee shall pay for any and all damages to the property of the City or of others, the loss or theft of such property, done or caused by Permittee, its officers, agents, employees, guests, patrons, and invitees.
15. PAYMENT OF TAXES: Payment of all Federal, and City taxes in connection with the event shall be the liability and responsibility of the Permittee.
16. PERMITTEE RESPONSIBLE FOR CLEANLINESS OF FACILITY: Facilities used by Permittee must be left in a clean and orderly condition. If additional maintenance is required, other than normal cleaning process, the Permittee will be charged for same.
17. PERMITTEE RESPONSIBLE FOR PERMITS AND LICENSES: The Permittee shall procure at his own expense all the required licenses and permits necessary for the intended use or activity covered by this permit.
18. ALCOHOL: No alcohol can be served to minors or at any youth-related event at the Oldemeyer Center or Seaside Community Center and can result in immediate closure of the event and loss of deposit. ALL alcohol is prohibited at ALL youth oriented events.
19. SMOKING: Smoking is prohibited within twenty (20) feet of entrances, exits and windows.
20. USE OF RESERVED FACILITIES AND EQUIPMENT: Permittee may use only those facilities and equipment specifically designated on this permit.
21. CONSTRUCTION OF PERMIT: In case of any doubts as to the interpretation of any provisions of this permit, the interpretation by the Recreation and Community Activities Director shall prevail. In addition, the Recreation and Community Activities Director shall have the sole power to decide and resolve matters not covered by this permit.
22. SEVERABILITY: If any part of this permit is for any reason held to be illegal, inapplicable, unenforceable, or unconstitutional, such decision shall not affect the validity of the remaining portions of the permit.
23. SECURITY AND CLEANING DEPOSIT: A deposit is required from any person or organization renting a room at the Center (according to current fees and charges). A portion of the deposit is non-refundable (according to current fees and charges) and

the remaining deposit is refundable in whole or in part depending upon the condition of the room, walls, floors, carpets; whether any breakage occurred or whether overtime was incurred beyond stated setup, cleanup or activity time. The City reserves the right to close down any party or activity that may in any way endanger the health or safety of any person or property. Any early closure of the facility may result in loss of deposits. Refundable deposits will be returned within thirty (30) days following the event date.

24. SUPPLIES: City staff is not authorized to provide supplies for your event.
25. SECURITY GUARDS: One guard per fifty participants is required for events that serve alcohol and/or have live/DJ music or dancing. The City reserves the right to require security for events.

IMPORTANT THINGS TO NOTE

- ✓ In order to secure a reservation, this form must be completed and submitted along with full payment to the Oldemeyer Center front desk.
- ✓ Reservations for the conference rooms must be made at least 7 days in advance and 30 days in advance for all other facilities.
- ✓ Please include a sketch of how you would like the room to be set up if it is different than the diagrams provided on this form. Our facility staff will do their best to prepare the room as shown in your diagram. Do not write "same as before."
- ✓ Food and beverage are allowed in certain rooms; please ask staff prior to providing refreshments.
- ✓ Do not move furniture from one room to another. If you have additional needs, please contact the facility staff.
- ✓ Please do not change rooms. If a different room is preferred and empty upon arrival, please check with the facility staff.
- ✓ Come prepared. Our staff is not authorized to provide supplies for your meeting.
- ✓ If you tape signs up regarding your meeting, please remove them upon your departure.
- ✓ Smoking is prohibited within 20 feet of entrances, exits and windows.
- ✓ In case of cancelation, please notify the Oldemeyer Center Front Office as soon as possible. Please see refund policy schedule below:

45 days in advance	Full refund, less a $7 surcharge
30-45 days in advance	Full refund, less the non-refundable part of security deposit
Less than 30 days in advance	Full refund, less the entire security deposit
Less than 48 hours in advance	No refund

- ✓ *If alcohol is found on the premises (including the parking lot, stage, kitchen, etc.) and your contract prohibits the consumption of alcohol, the City of Seaside has the right to cancel your event and deposits and fees will NOT be refunded.
- ✓ *A one million dollar (two million aggregate) liability insurance policy is required. You can either purchase it through the city, or through another insurance company and provide us a copy of the policy naming the City of Seaside as co-insured.
- ✓ Use of our facilities requires you to provide licensed and bonded security guards. You must hire one guard per every fifty guests. A copy of the contract must be provided to the city at least 30 days prior to your event. Renters exceeding their stated attendance risk losing their deposit.

Food Sales and Prohibited Goods & Materials:

- ❖ All food providers within the city utilizing disposable food service ware shall use certified compostable products, or recyclable non-plastic products. This includes but is not limited to plates, napkins, straws, cups, bottles, lids, utensils, bowls, stirrers, beverage plugs, trays and hinged or lidded containers. Non-plastic single-use products shall be allowed only if they are currently accepted for composting or recycling by the designated waste hauler and the Monterey Regional Waste Management District.
- ❖ Applicants and vendors are prohibited: to use any PLASTIC water bottles, use Styrofoam/polystyrene packaging, and provide plastic straws unless requested by the customer self-identifying a need for a plastic straw.
- ❖ The use of balloons is prohibited at all City of Seaside parks and facilities.

Initials: RG

Internal Revenue Service

Date: August 7, 2004

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

ACTION Council of Monterey County, Inc.
% Susan Crosson
369 S. Main St., Ste. 201
Salinas, CA 93901-2770

Person to Contact:
S. Katherine Converse 31-07823
Customer Service Specialist
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
77-0357101

Dear Sir or Madam:

This is in response to your amendment to your organization's Articles of Incorporation filed with the state on April 29, 2004. We have updated our records to reflect the name change as indicated above.

In May 1994 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Janna K. Skufca

Janna K. Skufca, Director, TE/GE
Customer Account Services

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:
DEC 14 1999

CHARITABLE COUNCIL OF MONTEREY
COUNTY
1000 S MAIN ST STE 202
SALINAS, CA 93901

Employer Identification Number:
77-0357101
DLN:
17053303709019
Contact Person:
REBECCA S BOWDEN ID# 31183
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
May 1995
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Steven T. Miller

Steven T. Miller
Director, Exempt Organizations

Letter 1050 (DO/CG)

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
2 CUPANIA CIRCLE
MONTEREY PARK, CA 91755-7406

DEPARTMENT OF THE TREASURY

Date: MAY 27 1994

HUMAN SERVICES CHARITABLE COUNCIL
OF MONTEREY COUNTY
1000 SOUTH MAIN STREET SUITE 202
SALINAS, CA 93901

Employer Identification Number:
77-0357101
Case Number:
954119001
Contact Person:
TYRONE THOMAS
Contact Telephone Number:
(213) 894-2289
Accounting Period Ending:
June 30
Foundation Status Classification:
170(b)(1)(A)(vi)
Advance Ruling Period Begins:
Feb. 7, 1994
Advance Ruling Period Ends:
June 30, 1998

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social securities taxes under the Federal Insurance Contributions Act on amounts of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally $25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return.

If you are required to file a return you must file it by the 15th day of the fifth month after the end of your annual accounting period. We charge a penalty of $10 a day when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty we charge cannot exceed $5,000 or 5 percent of your gross receipts for the year, whichever is less. We may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Richard R. Orosco
District Director

Letter 1045 (DO/CG)

A482088

State of California

SECRETARY OF STATE

CORPORATION DIVISION

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

OCT - 3 1996

Bill Jones

Secretary of State

Sec/State Form CE-107 (rev. 9/95)

ENDORSED
FILED
In the office of the Secretary of State
of the State of California

SEP 26 1996

Bill Jones
BILL JONES, Secretary of State

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

The undersigned certify that:

1. They are the president and the secretary, respectively, of Human Services Charitable Council of Monterey County, a California corporation.

2. Article One of the Articles of Incorporation of this corporation is amended to read as follows:

   The name of this corporation is:
   Charitable Council of Monterey County.

3. The foregoing amendment of Article of Incorporation has been duly approved by the board of directors.

4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of the members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: 09/12/96

John McCune, President

Dina Ruiz, Secretary

STATE OF CALIFORNIA

FRANCHISE TAX BOARD
P.O. BOX 1286
RANCHO CORDOVA, CA. 95741-1286

February 7, 1994

In reply refer to
340:G :JCA

HUMAN SERVICES CHARITABLE COUNCIL OF
MONTEREY COUNTY
STE 202
1000 S MAIN STREET
SALINAS CA 93901

Purpose	:	CHARITABLE
Code Section	:	23701d
Form of Organization	:	Corporation
Accounting Period Ending	:	June 30
Organization Number	:	

You are exempt from state franchise or income tax under the section of the Revenue and Taxation Code indicated above.

This decision is based on information you submitted and assumes that your present operations continue unchanged or conform to those proposed in your application. Any change in operation, character, or purpose of the organization must be reported immediately to this office so that we may determine the effect on your exempt status. Any change of name or address also must be reported.

In the event of a change in relevant statutory, administrative, judicial case law, a change in federal interpretation of federal law in cases where our opinion is based upon such an interpretation, or a change in the material facts or circumstances relating to your application upon which this opinion is based, this opinion may no longer be applicable. It is your responsibility to be aware of these changes should they occur. This paragraph constitutes written advice, other than a chief counsel ruling, within the meaning of Revenue and Taxation Code Section 21012 (a)(2).

You may be required to file Form 199 (Exempt Organization Annual Information Return) on or before the 15th day of the 5th month (4 1/2 months) after the close of your accounting period. See annual instructions with forms for requirements.

You are not required to file state franchise or income tax returns unless you have income subject to the unrelated business income tax under Section 23731 of the Code. In this event, you are required to file Form 109 (Exempt Organization Business Income Tax Return) by the 15th day of the 5th month (4 1/2 months) after the close of your annual accounting period.

If the organization is incorporating, this approval will expire unless incorporation is completed with the Secretary of State within 60 days.

Exemption from federal income or other taxes and other state taxes requires separate applications.

A copy of this letter has been sent to the Office of the Secretary of State and to the Registry of Charitable Trusts.

J AMAYA
EXEMPT ORGANIZATION UNIT
CORPORATION AUDIT SECTION
Telephone (916) 369-4171

EO :
cc: MARIE YOUNG

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.M.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dominique Davis, City Clerk

DATE: August 18, 2022

SUBJECT: **APPROVE APPOINTMENTS TO NEIGHBORHOOD IMPROVEMENT COMMISSION AND THE COMMUNITY SAFETY ADVISORY COMMISSION**

RECOMMENDATION

Accept the appointments of Tiffinie Meyer to the Neighborhood Improvement Commission and Maiaika Velazquez to the Community Safety Advisory Commission, as recommended by the Mayor.

BACKGROUND

The Mayor appoints members to the City's Boards, Commissions and Committees, which serve as advisory boards to the City Council. The purpose of the advisory boards is to supplement the City Council's skills and abilities to help guide the organization toward its mission. They also serve as an important link between the City Council and the Community by providing direct involvement in policy-making and communication of vital information.

The Mayor makes appointments to these advisory boards, while the City Manager designates Department Heads or other staff members to serve as staff liaisons that regularly attend meetings and provide technical support.

The Mayor has made the following appointments:

APPLICANT	ADVISORY BODY
Tiffinie Meyer	Neighborhood Improvement Commission
Maiaika Velazquez	Community Safety Advisory Commission

FISCAL IMPACT

None.

ATTACHMENTS

1. Appointee Application - Tiffinie Meyer
2. Appointee Application - Maiaika Velazquez

Reviewed for Submission to the City Council by:

Jaime M. Fontes, City Manager

Dominique Davis - Online Form Submittal: Application for Appointment to a City Board/Commission/Committee

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>
Date: 7/21/2022 2:30 PM
Subject: Online Form Submittal: Application for Appointment to a City Board/Commission/Committee

Application for Appointment to a City Board/Commission/Committee

I'd like to serve on:	Planning Commission, Neighborhood Improvement Commission
Name	TIFFINIE K MEYER
Email Address	TIFFINIEMEYER@GMAIL.COM
Address	1637 VALLEJO STREET
City	SEASIDE
State	CA
Zip Code	93955
Phone Number	2547023614
Alternate Phone Number	8312424656
Please list your background, education, experience, and special skills:	I graduated from St. Joseph's HS in Santa Maria, California in 1983. I graduated with a Bachelor's degree in Business Occupations in 2010 from Texas A&M University @ Central Texas, Killeen, Texas. Currently I am a GS-13 Manager with the Defense Language Institute. Prior to that I worked as a Human Resources Specialist (Recruitment and Staffing) for 20 years with the Dept of Army and USDA. I have worked 34.5 years with the Federal Civil Service. I I own three investment properties: two in Texas, and one in California (not including the house in Seaside). I am the spouse of a retired disabled military veteran. I lived in Germany for a total of 8 years, and I have visited several countries in Europe.
Are you willing to file Statements of Economic Interest (Form 700)?	Yes

Are you able to attend meetings during business hours? (Most Boards and Commissions meet after 5 pm)	Yes
Comments:	I could attend meetings during business hours (before 5 pm), but would prefer to not have to do so, since I would have to take vacation time. Typically, my hours are 7-4:30 M-F.
Electronic Signature Agreement	I agree.
Electronic Signature	Tiffinie K. Meyer
Date	7/21/2022

Dear Applicant: As an employer with an Affirmative Action Program, we comply with Federal and State government record keeping, reports and other legal requirements. The completion of this data is voluntary and in no way affects your application to participate on any City Board, Commission or Committee. All data is kept in a separate confidential file by the Affirmative Action Office.

Name	TIFFINIE K MEYER
Ethnic Origin	[redacted]

Dominique Davis - Online Form Submittal: Application for Appointment to a City Board/Commission/Committee

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>
Date: 7/28/2022 11:50 AM
Subject: Online Form Submittal: Application for Appointment to a City Board/Commission/Committee

Application for Appointment to a City Board/Commission/Committee

I'd like to serve on:	Community Safety Advisory Committee
Name	Maiaika Velazquez
Email Address	Maiaikaasali@yahoo.com
Address	P O Box 1006
City	Seaside
State	CA
Zip Code	93955
Phone Number	480.648.5236
Alternate Phone Number	*Field not completed.*
Please list your background, education, experience, and special skills:	****Please note I have redone this area multiple times. It is not allowing for me to copy and paste my skills and work history from my resume. So I have done a summary below: I began working at the age of nine sweeping hair at the former Hair Company in Seaside for my Aunt D.C. and Mr. Gianni. At the age of fourteen, I worked at Carousel Candies and then Naturalizer Shoes at Del Monte Shopping Center until I left for an electronic assembly training program in Arizona just after high school in 1996. I spent seventeen years in Arizona off and on until I returned to Seaside after my child was born. While in Arizona I attended ASU and graduated with my Bachelor's degree in Mass Media Communications. Please note, my Associate degree is from Monterey Peninsula College.

In that seventeen year time period (mainly in Arizona) I worked for Motorola in multiple assembly programs starting with cellular phones, then FAA transmitters and finally strapping components for the High Rail Assembly. The company was prone to layoffs during every holiday season. So I did not accept a fourth offer to return to yet another program after a third Christmas layoff.

From there I moved on to customer service and then quickly into sales. I would remain in private and then government sector account management with Direct Alliance, IKON and finally Limelight Networks until 2007. I would then transition to my own mortgage processing and lending referral business. Along with that I also had a restroom valet and janitorial business in the evening for three nightclub accounts with two additional employees.

Having once been of both a tall and slender stature, I also modeled as a child through the age of 32 (my last job during my pregnancy for University of Phoenix in 2009). I have done print, runway, promotions (including Hair Show, Shoe Show and the Majik Trunk Show all in Las Vegas) and television.

I currently continue to work from home while also homeschooling my special needs child. I have done so for the last 7 years. I have also volunteered and been active in the Seaside community including paticipating the CERT training offered through the Monterey Fire Department. I will be attending the program once more this fall to maintain my training knowledge.

Are you willing to file Statements of Economic Interest (Form 700)?	No
Are you able to attend meetings during business hours? (Most Boards and Commissions meet after 5 pm)	Yes
Comments:	Having a mortgage background, before I say yes to the question above, I need to know what type of information would be required of me regarding Form 700. I never answer yes to anything unless I am fully aware of what it is to which I am agreeing. So please note my current marking is not indefinite. It is just marked as 'No' until a time in which I have a better understanding.

	Anyone that knows me knows I value my community and I make sure that in the analyzing of any data, that the impacts or benefits of that information regarding my community are always addressed. This is because I believe numbers dont lie, but context is important because it can highlight initially unseen skewing of numbers. So that is my reason for applying to be on this commission. That along with my child, my mother, other family members (inlcuding my godfather and former Seaside Mayor) and cherished friends currently living in Seaside that I want treated with the humanity that is their birthright and granted them within the structure of the law by the constitution. In a climate of America examining the grievances of it oppressed citizens, I believe a community should be proactive and no reactive. Just because there isnt a lot happening in a community, that does not mean scenarios curently showing in our mass media and social media should not be discussed and addressed to make sure we are prepared should those things make their way to Seaside. I thank you for your consideration in this matter and look forward to hearing from you.
Electronic Signature Agreement	I agree.
Electronic Signature	M. Velazquez
Date	7/28/2022

Dear Applicant: As an employer with an Affirmative Action Program, we comply with Federal and State government record keeping, reports and other legal requirements. The completion of this data is voluntary and in no way affects your application to participate on any City Board, Commission or Committee. All data is kept in a separate confidential file by the Affirmative Action Office.

Name	Maiaika Velazquez
Ethnic Origin	[redacted]

CITY OF SEASIDE
STAFF REPORT

Item No.: 9.A.

TO:	City Council
FROM:	Jaime M. Fontes, City Manager
BY:	Dominique Davis, City Clerk
DATE:	August 18, 2022
SUBJECT:	**AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 2.42 CONFLICT OF INTEREST CODE SECTION 2.42.130 APPENDIX - DESIGNATED EMPLOYEES (FIRST READING - ROLL CALL VOTE)**

RECOMMENDATION

First reading of an ordinance amending SMC Chapter 2.42 Conflict of Interest Code Section 2.42.130 Appendix - Designated Employees.

BACKGROUND

The proposed draft ordinance seeks to update the Conflict of Interest Code in compliance with the Political Reform Act by updating the list of designated employees that file statements at times and under circumstances described in Government Code Section 87200.

CONFLICT OF INTEREST CODE

The Political Reform Act, Government Code Section 81000, et. seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (FPPC) has adopted a regulation, 2. California Code of Regulations Section 18730, which contains the terms of conflict of interest code. It can be incorporated by reference, and may be amended by the FPPC after public notice and hearings to conform to amendments in the Political Reform Act. In 2018, the City Council adopted modifications to the Conflict of Interest Code language and they remain up to date.

The Secretary of State requires that the government agencies periodically review and approve the code confirming compliance. The current code language is in compliance with the exception of the need to modify the designated City officials and employees that are subject to this code. Organizational and staffing changes have occurred since the last update. The draft ordinance attached, includes the recommended modifications to the list of City officials and employees in order to comply with the disclosure categories set forth under the conflict of interest code. The draft ordinance also incorporates a provision should future changes to the Appendix occur from time to time, that it will be conducted by the City Council by resolution duly adopted.

Designated employees shall file their statements upon taking office, annually and when leaving office with the City Clerk. Statements are available for public inspection and reproduction in accordance with Government Code Section 81008. Statements for all designated employees will be retained by the City according to the adopted record retention schedule.

FISCAL IMPACT

None.

ATTACHMENTS

1. Draft Ordinance Amendments - Conflict of Interest Code

Reviewed for Submission to the City Council by:

Jaime M. Fontes, City Manager

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

PROVIDING A TEXT AMENDMENT TO SEASIDE MUNICIPAL CODE CHAPTER 2.42 CONFLICT OF INTEREST CODE SECTIONS 2.42.030 and 2.42.130 APPENDIX – DESIGNATED EMPLOYEES

WHEREAS, the City of Seaside has a conflict of interest code that affects designated employees which was last revised in 2018; and

WHEREAS, Chapter 2.42.030, as currently drafted requires an ordinance amendment each time the designated employee list changes; and

WHEREAS, since 2018 there have been changes in the commissions, names and positions which shall be designated given their role in working with the City; and

WHEREAS, the City acknowledges the need to update the list of designated employees and provide for a more streamlined approach by allowing changes to the Appendix with Designated Persons by resolution.

THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

SECTION 1. GENERAL PURPOSE AND FINDINGS.

The purpose of this Ordinance is to consider the following text amendments to the Seaside Municipal Code:

> Text amendment to the Seaside Municipal Code Chapter 2.42, Section 2.42.030 and to update Section 2.42.130 Appendix with the current designated employees.

SECTION 2. ENVIRONMENTAL COMPLIANCE

The proposed changes to the Ordinance will not result in direct or indirect changes to the environment and do not meet the definition of project under CEQA. (14 CCR 15378(b))

SECTION 3. TEXT AMENDMENT

This ordinance revises section 2.42.030 and Section 2.42.130. Additions are shown in underline and deletions in ~~strikeout~~ as follows:

2.42.030 Designated ~~employees~~Persons.

The City may adopt or update by Resolution or Ordinance an Appendix which contains a list of Designated Persons required to comply with filing of conflict of interest forms, including but not limited to employees, and any such ordinance or resolution shall be incorporated as an appendix to this Chapter 2.42 and reflected in section 2.42.130. The persons holding positions listed in the appendix set forth in SMC 2.42.130 are designated ~~employees~~persons. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on financial interests, as listed in SMC 2.42.130

2.42.130 Appendix – Designated Persons~~employees~~.

This appendix may be updated from time to time by Ordinance or Resolution of the City Council.

I. City Officials.*

a. Mayor and city council;
b. Successor agency to the redevelopment agency;
c. Parking authority;
d. Art and history commission;
~~e. Board of architectural review;~~
e.~~f~~. Oversight board to the successor agency of the redevelopment agency;
f~~g~~. Community development advisory committee;
g~~h~~. Neighborhood improvement ~~program~~ commission;
h~~i~~. Recreation and parks commission;
i~~j~~. Planning commission;
j~~k~~. Traffic advisory committee.
k. Commission on Jobs, Opportunities and Businesses in Seaside

II. Category 1 – Designated ~~Employees.~~Persons.

a. City manager;
b. City attorney;
~~c. Deputy city manager, administrative services;~~
d. Fire chief;
e. Deputy fire chief;
f. Fire division chief;
~~e.~~ g. Police chief;
~~f.~~ h. Deputy police chief;
i. Police commander;
~~g.~~ j. City clerk;

~~h.~~ k. Public Works Director/City engineer;
l. Finance director;
~~i.~~ m. Assistant finance director;
~~j.~~ n. Financial analyst;
o. Accountant I/II;
~~k.~~ p. Human resources director/risk manager;
q. Human resources analyst;
r. Housing programs manager;
~~l.~~ s. Administrative analyst I/II;
~~m.~~ t. Economic development and community planning ~~program~~ manager;
u. Senior civil engineer;
~~n.~~ v. Chief Building official;
~~o.~~ w. Senior planner;
~~p.~~ x. Associate planner;
~~q.~~ y. Code ~~enforcement officer~~ compliance officer;
~~r.~~ z. Vehicle abatement officer;
~~s.~~ aa. Recreation director;
~~t.~~bb. Recreation superintendent;
~~u.~~cc. Maintenance and utilities superintendent;
~~v.~~ dd. Information services manager.

III. Consultants.
Consultants are defined for reporting purposes who prepare a product or perform services of a general nature and/or on an ongoing basis and participate by direct advice to the decision-makers. Generally, consultants who prepare a product or perform services for single specific matters are not the type of consultants required to be covered by a code, whereas consultants who provide more general assistance and advice to a government agency on an ongoing basis should be covered.

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The city manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements in this section.

Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements.

The city manager's determination is public record and shall be retained for public inspection in this same manner and location as this conflict of interest code. (Ord.

1049 § 2, 2018; Ord. 1034 § 3, 2017; Ord. 1018 § 2, 2014; Ord. 956 § 3 (Appx. A), 2006; Ord. 888 § 4 (Appx. A), 2000; Ord. 736 § 1, 1988; Ord. 583 (Exh. A), 1981)

* These officials are listed for disqualification purposes only. They are required to file disclosure statements pursuant to Article 2 of the Political Reform Act.

1 Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under Article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements; provided, that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code Section 81004.

2 See Government Code Section 81010 and 2 California Administrative Code Section 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

3 For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

4 Investments and interests in real property which have a fair market value of less than one thousand dollars are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of ten percent or greater.

SECTION 4. FINDING

The City Council hereby finds that the persons added to the Appendix make or participate in the making of decisions which may foreseeably have a material effect on financial interests

SECTION 5. SEVERABILITY.

A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable.

B. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

SECTION 6~~5~~. EFFECTIVE DATE

This Ordinance shall become effective thirty (30) days after its final passage and adoption at a duly noticed public hearing for the second reading of the proposed text revisions.

INTRODUCED AND PASSED TO PRINT at a regular meeting of the City Council of the City of Seaside, State of California, on the _____day of August 2022.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the ____ day of _______, 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

APPROVED AS TO FORM:

____
Sheri L. Damon, City Attorney

CITY OF SEASIDE
STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Ashley Collick, Assistant City Manager

DATE: August 18, 2022

SUBJECT: **PROVIDE DIRECTION FOR THE 2022/23 COMMUNITY SOCIAL SERVICES GRANT (CSS)**

RECOMMENDATION

Consider and discuss the CSS grant process for year 3, and provide direction to staff.

BACKGROUND

In 2020, the Council created the Community Social Services grant program and designated $320,000 to enhance community and social services.

On July 15, 2021, the council voted to designate 1/3 of $320,000 to new organizations / programs, recognizing the need to broaden the field of applicants so that newer organizations have an opportunity to be included for funding.

In Fiscal Year 2022/23, the Council designated 500,000 for the program.The following options are listed to help guide the discussion and are not "set in stone". Staff looks forward to the Council providing direction and finalizing what process will best serve the community.

Option 1:
The CSS Grant program's process remains the same as last fiscal year, 33% of funds or a Council directed percentage will be set aside for new community-based organizations / programs. 33% of $500,000 is $166,666.66.

Option 2:
The CSS Grant program's process remains the same as last fiscal year, with the exception that the Council acts as the review committee and selects the recipients.

Option 3:
The CSS Grant program is re-designed to mirror the Mayor's Youth Fund program and process. Community-based organizations would complete an application for grant funding, and if approved by the Council, submit a closing report 60 days after their program ends. All funding requests would go before the council for consideration.

Staff is recommending the Council consider maximum funding limitations be set for the program moving forward.
- The CSS Grant program is capped at the budgeted amount per fiscal year. FY 22/23 is $500,000.
- CBO's can apply for up to $100,000 in funding per grant cycle.

FISCAL IMPACT

Council approved the $500,000 Community Social Services Grant funding in the FY 2022/23 budget.

ATTACHMENTS

1. CSS Grant Staff Report 71521
2. CSS Grant Staff Report 111821
3. CSS Grant 2 Final

Reviewed for Submission to the City Council by:

Jaime M. Fontes, City Manager

CITY OF SEASIDE
STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Ashley Collick, Assistant City Manager

DATE: July 15, 2021

SUBJECT: **PROVIDE DIRECTION FOR THE 2021/22 COMMUNITY SOCIAL SERVICES GRANT (CSS)**

RECOMMENDATION

Consider and discuss the CSS grant process.

BACKGROUND

In August 2020 the City of Seaside released a Request For Proposals (RFP) for community organizations to respond to on or before September 8, 2020. The goal of the RFP was to seek proposals to enhance community / social services across a wide spectrum of needs including education, recreation, social work, public health, public safety, mental health, youth development, elder care, community building and restoration and homelessness and housing advocacy. $320,000 was budgeted in the FY20/21 fiscal year.

An ad-hoc committee consisting of city staff, community and social service professionals, and community residents, were responsible for reviewing the proposals / applications. Twelve proposals were received and reviewed by the committee. The proposals were scored, ranked and presented to council at the October 15th, 2020 meeting.

CSS Grant awards
Community Human Services at $50,000.00.
The Village Project Inc. at $116,820.00.
Community Partnership for Youth at $100,000.00.
Meals on wheels at $20,000.00.
Sun Street Centers at $30,760.00.
Seaside Aquatics Club (The Dolphins) at $2,420

Total award: $320,000

On June 17, 2021 Council approved another cycle of Community Social Services grants to be disbursed. Council also expressed a desire for a different process for the selection of applicants at the October 2020 and June 17th, 2021 meetings.

The following options are listed to help guide the discussion and are not "set in stone", staff looks forward to the Council providing direction and finalizing what process will best serve the community.

<u>Option 1:</u>
The CSS Grant program is revamped to mirror the Mayor's Youth Fund program and process. Community based organizations would complete an application for grant funding, and if approved by Council submit a closing report 60 days after their program ends. All funding requests would go before the council for consideration. Maximum funding limits will need to be considered if that is the will of the Council.

<u>Option 2</u>:
The CSS Grant program's process remains the same as last fiscal year, with the exception that the ad hoc committee members are appointed by the Council.

<u>Option 3</u>:
The CSS Grant program's process remains the same as last fiscal year, with the exception that 33% of funds or a Council directed percentage will be set aside for new community based organizations / programs. As an example 33% of $320,000 is $105,600.

FISCAL IMPACT

Council approved the $320,000 Community Social Services Grant funding in the FY 2021/22 budget.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:

Craig Malin, City Manager

CITY OF SEASIDE
STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ashley Collick, Assistant City Manager

DATE: November 18, 2021

SUBJECT: **COMMUNITY SOCIAL SERVICES GRANT FUNDING RECOMMENDATIONS**

RECOMMENDATION

Review committee recommendations and provide direction.

BACKGROUND

In 2020, Council created the Community Social Services grant program and designated $320,000 to enhance community and social services. On July 15, 2021, the council voted to designate 1/3 of $320,000 to new organizations / programs, recognizing the need to broaden the field of applicants so that newer organizations have an opportunity to be included for funding.

Application Process

The City of Seaside budgeted $320,000 in the FY21/22 Adopted Budget for Community Social Services Grants designed to enhance community and social services. Staff distributed a Request for Proposals seeking proposals from public or private nonprofit organizations, including community-based organizations (CBO) and faith-based organizations serving Seaside residents. Grass-root organizations which were not officially recognized as non-profits we required to align with an established non-profit to apply.

Applicants were urged to propose cost-effective projects that meet a significant and timely community need and/or impact a substantial number of individuals, and applicants must propose a cash and/or in-kind match of at least 10%.

Eight proposals were received by the October 3, 2021, deadline and deemed eligible.

- Building Healthy Communities requested $105,318 to support a Youth Leadership Academy;
- Community Human Services requested $50,000 to support the efforts of the Seaside Family Service Center;
- Community Partnership for Youth requested $100,000 in support of the Afterschool Mentor / Tutor Program;
- Meals on Wheels requested $20,000 in support of the Home Delivered Meals Program;
- Road to Reality requested $29,141 in support of a Life skills program;
- Screenplay Home Writers Actors Youth Workshop;
- Sun Street Centers requested $50,000 in support of Seaside Substance Abuse Services;
- The Village Project requested $121,000 in support of Therapeutic Services; and
- United Way requested 35,923 in support of the Family Friends and Neighbors Outreach / Mujeres En Accion program

Two proposals were rejected as being ineligible. Palenke Arts submitted a request for $40,000 for Operational Program Support, however the proposal was received after the 5:00 p.m. deadline (received at 11:57 p.m. on 10/3/21). Screenplay Home Writers Actors Youth Workshop requested $57,104 in support of Artist workshops, however the proposal did not qualify as they did not submit proof of a 501c3 or an alignment with a non-profit.

To review the submitted proposals click here.

Selection Process

An ad-hoc committee of professionals, consisting of City staff, community and social service professionals, and community residents, were responsible for reviewing proposal applications. The selection committee was Toni Wills, Jasmine Dolan, and Gayle Tier.

The committee held its introductory meeting on October 18, 2021, and on October 25, 2021, and November 3, 2021, applicants made presentations to explain their proposal and answer questions from the committee. The committee deliberated on November 3, 2021, and scoring was announced on November 8, 2021. Every meeting was streamed live on YouTube and the written public comment was received and reviewed by the committee members before and after each meeting.

Each organization had an opportunity to score 100 points maximum on their proposal. The following criteria was used to score each proposal:

- Demonstrated project need & target population (30 points);
- Quality of and need for the practice or program proposed (20 points),

- Evidence that the program or practices are effective (10points):
- Potential for maximum positive impact (20 points);
- Organization and staff experience and capabilities (10 points);
- Cost-effectiveness and funding match (10 points)

CSS Grant Review Panel Meeting Youtube Links
10/18/2021
10/25/2021
10/27/2021 - (cancelation posted)
11/03/2021
11/08/2021

Committee Recommendations
Although the committee discussed different options for recommending funding, ultimately, the committee chose to recommend funding at the level requested by the applicant as the committee recognized that each organization requested what they needed for reasons known to them, not the committee.

Organizations were recommended for funding based on their ranking, and the committee chose to fully fund those organizations and award the remaining balance to an additional organization. The organizations were separated into two categories per the request for proposal, with 1/3 of the funding awarded to programs /proposals. Based on the scoring / ranking of the proposals, the ad hoc committee makes the following funding recommendations:

2/3 funding recommendations ($214,400)

- Meals on Wheels with a total average score of 82 at $20,000;
- Sun Street Centers with a total average score of 81.3 at $50,000;
- Community Partnership for Youth with a total average score of 81.0 at $100,000; and
- The Village Project with a total average score of 78 with the remaining balance of $44,400 (they requested $121,000).

1/3 funding recommendations ($105,600)

One-third (1/3) of the funding ($105,600) was designated for new programs / organizations and will be selected at the discretion of the City Council. Enhanced services in realms including, but not limited to, education, recreation, social work, public health, public safety, mental health, youth development, elder care, community building and restoration, and homeless and housing advocacy are eligible for funding.

Based on the presentations and scoring process, the Committee recommends Council award the new program funding as follows:

- Road to Reality with a total average score of 65 at $29,141; and
- Building Healthy Communities with a total average score of 57 with the remaining balance of $76,459 (they requested 105,318).

Successful applicants are required to submit quarterly reports to the City of Seaside. This includes descriptions of special events, significant activities, and major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program, and other information as needed.

FISCAL IMPACT

2/3 funding ($214,400.00):

Meals on Wheels $20,000.00
Sun Street Centers $50,000.00
Community Partnership for Youth $100,000.00
The Village Project $44,400.00

1/3 funding ($105,600):

Road to Reality $29,141.00
Building Healthy Communities $76,459.00

Total: $320,000.00

ATTACHMENTS

1. Community Social Services Grant RFP - 2021
2. Community Social Services Grant - 2021 Scores and Rankings

Reviewed for Submission to the City Council by:

RGreathouse

Roberta Greathouse, Acting City Manager

Request for Proposals for Community / Social Services
Proposals Due: October 3, 2021

A. Program Description

The City of Seaside has budgeted $320,000 in the FY21/22 fiscal year to enhance community and social services. One-third (1/3) of the funding in the amount of $105,600 will be designated for new programs / organizations. Enhanced services in realms including, but not limited to, education, recreation, social work, public health, public safety, mental health, youth development, elder care, community building and restoration, and homeless and housing advocacy are eligible for funding.

The funding in the present fiscal year is tied to significantly increased community and social service needs related to current circumstances. Funded projects will have a grant period running to June 30, 2022. Given the City's own extraordinary financial challenges, there is no guarantee that program funds may continue past June 30, 2022. The City expects to fund multiple service enhancements, with a focus on established and / or grass-roots Seaside community-based organizations.

B. Eligibility Requirements

Eligible Applicants. Eligible applicants are public or private nonprofit organizations including community-based organizations (CBO) and faith-based organizations serving Seaside residents. Grass-roots organizations which are not officially recognized as a non-profit should align with an established non-profit to apply.

Funding and match requirements. The City of Seaside will make up to $320,000 available to community-based organizations over the grant period. One-third (1/3) of the funding in the amount of $105,600 will be designated for new programs / organizations. Applicants are urged to propose cost-effective projects that meet a significant and timely community need and/or impact a substantial number of individuals. The City may request changes in proposed budgets in order to optimize community outcomes.

To receive maximum points for cost-effectiveness, applicants must propose a cash and/or in-kind match of at least 10%. Program funds can be used to supplement existing funds dedicated to the project but may not replace (supplant) funds that have been appropriated for the same purpose.

Reporting requirements. Successful applicants will be required to submit quarterly reports to the City of Seaside. This includes descriptions of special events, significant activities, and major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program, and other information as needed. Successful applicants will also be required to participate in a comprehensive evaluation of the program and present a status report to the City not later than December 2022.

Insurance. The City of Seaside requires that individuals and firms that contract with the City for services file a certificate of insurance prior to the execution of the contract agreement. Depending on the relationship between the City and the program recipient, the successful respondent may be required to maintain a general liability insurance policy, broad form, of at least $1,000,000 and provide an endorsement naming the City as an additional insured for liability and workers compensation.

C. Selection Process

The City of Seaside will select community-based projects through an open and competitive process. Submittal of a Project through this process is not a binding agreement or a guarantee for funding. An ad-hoc committee of professionals will review applications and make recommendations to the Seaside City Council. The Seaside City Council and only the Seaside City Council will approve contracts for services under this program. Information necessary to prepare a proposal to the City is provided below.

Proposal Due Date. The proposal must be received by the City of Seaside by 5 p.m. on October 3, 2021. Proposals must be emailed to acollick@ci.seaside.ca.us. **PROPOSALS WILL NOT BE ACCEPTED AFTER THE DEADLINE.**

Review process. Proposals will be reviewed by an ad-hoc Committee consisting of but not limited to city staff, community and social service professionals, and community residents.

Proposals will be rated on the following criteria:

Criteria	Maximum Points
Demonstrated project need, target population	30
Quality of and need for the practice or program proposed	20
Evidence that the program or practices are effective	10
Potential for maximum positive impact	20
Organization and staff experience and capabilities	10
Cost-effectiveness and funding match	10
Total	**100**

D. Proposal Requirements

Proposals are limited to three (3) single-spaced pages with 1" margins and 12-point fonts. Budget information and the cover sheet are excluded from this limit. The proposal should include the following sections:

I. Cover Sheet (not subject to the page limitations)

Include a cover sheet with the name of your proposed program, a brief summary of the program, your organization's name and address, and the name, phone number, and email of the contact person.

II. Background

Provide a Statement of the Problem to be addressed, explaining why the proposed project is needed, what problem(s) it addresses, and who the target population will be. Explain why this problem (or problems) and target population have been chosen.

State the Goals and Objectives for the proposed project and, in instances where the project need is expected to continue past June 30, 2022, state how the project may be continued.

III. Proposed Activities:

Describe in detail the activities, project, or practice to be supported through City funding. Proposed programs and practices should be evidence-based, with their effectiveness demonstrated by causal evidence. Provide references for such evidence.

Include information on the annual number to be served, number of events to be held, etc. Include a brief timeline.

IV. Organizational Experience

Describe your organization and its experience relevant to your proposed project. Include information on the organization's ties to the community and work with community residents, other CBOs, and city and/or county agencies relevant to the proposed project. Explain your capabilities in meeting the reporting requirements of the grant.

Provide information on staff (position, experience) who will run the proposed program.

V. Budget (not subject to the page limitations)

Provide a budget, using the categories in the table below. Report amounts in whole dollars.

Line Item	**City funds**	**Other funds**	**In-kind match**	**Total**
1. Salaries and benefits				
2. Services and supplies				
3. Equipment				
4. Other				
Total				

To receive the maximum points for cost effectiveness, a 10% match is required from the community-based organizations, which may be cash, in-kind, or a combination of both. Other funds is income from a source other than City funds that is budgeted for the project. When used to augment the project, cash expenditures for items such as personnel, facilities, and supplies may be considered In-kind match. In-kind match may also be non-cash outlay of materials or resources to support a portion of project activities. It may include non-cash outlay contributed by public agencies, private organizations, or individuals. Examples include donated office supplies, equipment, professional services, and volunteer time.

Provide sufficient detail in each line item to explain how City funds will be expended to implement and operate the proposed project. This detail should itemize costs as described below and include a brief narrative for each category to explain how they will be used and why they are needed for the proposed project.

1. Salaries: Provide the name or position of each staff person, the amount of time each will spend on the project, and their hourly rates. Benefits: Provide information on the benefits received by each staff person and how they are calculated (e.g., FICA at 6.2% of salary).
2. Services and supplies: Itemize all services and supplies, such as office supplies, workshop materials, phone costs, printing and mailing, etc.
3. Equipment: Itemize all computers, furniture, and other equipment needed to perform the project activities.
4. Other: List other costs that do not fit into one of the above line items, such as rent, training, etc.

VI. Proof of Non-Profit Status (not subject to the page limitations)

E. Other Requirements

Disqualification. Factors such as, but not limited to, any of the following may be considered just cause to disqualify a response to the RFP without further consideration:

A. Evidence of collusion, directly or indirectly, among Respondents in regard to the amount, terms, or conditions of this proposal;
B. Any attempt to improperly influence any member of the ad-hoc committee reviewing proposals;
C. Existence of any lawsuit, unresolved contractual claim or dispute between Respondent and the City;
D. Evidence of incorrect information submitted as part of the RFQ;
E. Evidence of Respondent's inability to successfully complete the responsibilities and obligations of the proposed scope of work; and
F. Respondent's default under any agreement, which results in termination of the Agreement.

Non-Discrimination / Non-Preferential Treatment. Program recipients shall not discriminate, in any way, against any person based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, or any other protected classification in connection with or related to the performance of this program.

Prohibition of Gifts. City officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with the City, or proposing to do business with the City. The offering of any illegal gift shall be grounds to disqualify a proposed recipient. To avoid even the appearance of impropriety, respondents should not offer any gifts or souvenirs, even of minimal value, to City officers or employees.

F. Questions / Clarifications

Contact information. All clarifications made by the City will be in writing and will be provided to all respondents. Questions concerning the RFP or proposal process must be submitted by email to:

Ashley Collick
Email: acollick@ci.seaside.ca.us

PROPOSALS ARE DUE OCTOBER 3,2021 AT 5:00 PM

CITY OF SEASIDE
STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: August 18, 2022

SUBJECT: **ADOPT A RESOLUTION AUTHORIZING THE PAYMENT OF $7,522,232.14 TO MARINA COAST WATER DISTRICT FOR A CAPACITY CHARGE TO SECURE 407 AF OF RECYCLED WATER FOR THE BAYONET BLACKHORSE GOLF COURSE AND AUTHORIZE AN INTERFUND LOAN FROM THE CITY'S GENERAL FUND TO THE SEASIDE MUNICIPAL WATER SYSTEM FOR THE SAME AMOUNT AND AUTHORIZING THE CITY'S FINANCE DIRECTOR TO MAKE ALL NECESSARY BUDGET ADJUSTMENTS TO THE FISCAL YEAR 2022-2023 ADOPTED BUDGET**

RECOMMENDATION

1. Adopt a Resolution authorizing the payment of $7,522,232.14 to Marina Coast Water District (MCWD) for a capacity charge to secure 407 AF of recycled water to the golf course; and
2. Authorize an interfund loan from the City's general fund to the Seaside Municipal Water System for the same amount; and
3. Authorize the City's Finance Director to make the associated budget amendments to the fiscal year 2022-2023 adopted budget.

BACKGROUND

A capacity fee is a one-time charge on new development, redevelopment, and expansions designed to recover the estimated reasonable cost of water infrastructure to the property being charged for new service connections within an existing service area.

The City through Seaside Municipal Water System (Seaside Muni) is in the process of purchasing 407 acre feet (AF) of recycled water from Marina Coast Water District (MCWD) that will be used in place of pumping the golf course wells to irrigate the golf courses. As the golf courses uses the recycled water, potable water credits will accrue that will be used by Seaside Muni to support development projects, including Campus Town, which has been allocated 180.6 AF of potable water and 45.83 AF of recycled water per year. Seaside Muni is the City's water purveyor, serving customers within the jurisdictional limits of the City. Seaside Muni will also use some of the water credits to address overpumping (estimated at 70AFY) of its allocated amounts of water within the Seaside Basin.

To facilitate payment of the capacity fee and resultant purchase of recycled water, Seaside Muni will require an interfund loan from the City's general fund. The City's general fund currently has sufficient unassigned fund balance to make the loan. It is anticipated that Seaside Muni will have the ability to repay the loan once water credits have accumulated and have been allocated to development projects. The allocation of water credits to development projects will result in a significant new revenue source (capacity fee charges) for Seaside Muni, which will be the source of repayment of the loan. The terms of the interfund loan are based upon the reasonable expectation of the accrual of the water credits (expected to take a minimum of 1-2 years) and the length of time for demand from development to utilize the 407 afy. It is estimated the loan therefore would have a 22-month deferral period and a 20-year term at the local agency investment fund (LAIF) average annual yield rate of 0.371% for fiscal year 2021/2022.

FISCAL IMPACT

In the City's general fund, $7,522,232.14 will move from the "unassigned" category to the "nonspendable" category and will change classification from "cash" to "interfund loan receivable". The unassigned balance in the general fund will decrease from a projected $16,910,049.00 to approximately $9,387,817. The water fund will incur a $7,522,232.14 liability classified as an "interfund payable" which will be offset by an intangible asset, "water credits", for the same amount. Attachment 1 provides the invoice MCWD issued to the City.

ATTACHMENTS

1. Resolution
2. Capacity Fees_Interfund Loan
3. Budget Impact FY23_08.18.22

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 PAYMENT OF $7,522,232.14 TO MARINA COAST WATER DISTRICT FOR A CAPACITY CHARGE TO SECURE 407 AF OF RECYCLED WATER FOR THE BAYONET BLACKHORSE GOLF COURSE AND AUTHORIZE AN INTERFUND LOAN FROM THE CITY'S GENERAL FUND TO THE SEASIDE MUNICIPAL WATER SYSTEM FOR THE SAME AMOUNT AND AUTHORIZING THE CITY'S FINANCE DIRECTOR TO MAKE ALL NECESSARY BUDGET ADJUSTMENTS TO THE FISCAL YEAR 2022-2023 ADOPTED BUDGET

WHEREAS, The City of Seaside is in need of potable water credits in order to facilitate development in the City including the construction of housing; and

WHEREAS, the Marina Coast Water District has 407 acre feet of recycled water available to deliver to the City; and

WHEREAS, by irrigating the City's golf courses with recycled water the City will gain an equivalent amount of potable water credits; and

WHEREAS, In order to obtain recycled water from Marina Coast Water District, the Seaside Municipal Water System must pay a capacity fee; and

WHEREAS, the Seaside Municipal Water System does not currently have sufficient funds available for payment of the capacity fee; and

WHEREAS, the City of Seaside general fund has sufficient funds available to loan to the Seaside Municipal Water System in order to facilitate the transaction.

NOW, THEREFORE, BE IT RESOLVED that the City of Seaside hereby approves a payment in the amount of $7,522,232.14 to Marina Coast Water District to secure 407 acre feet of recycled water; and

BE IT FURTHER RESOLVED that the City of Seaside hereby approves an interfund loan from the City's general fund to the Seaside Municipal Water System in the amount of $7,522,232.14; and

BE IT FURTHER RESOLVED that the City of Seaside hereby authorizes the City's Finance Director to make all necessary budget adjustments to the fiscal year 2022-2023 adopted budget.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside August 18, 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

INTERFUND LOAN AGREEMENT

This Loan Agreement ("**Agreement**") is executed as of September 1, 2022, between the Seaside Municipal Water System Fund ("**Borrower**") and the City of Seaside General Fund ("**Lender**"). Lender agrees to lend to Borrower, and Borrower agrees to repay to Lender an amount not to exceed the Principal Amount and interest accrued on the unpaid loan balance, in accordance with the following:

1. **Purpose of the Loan:** To provide funds for use by Borrower, to pay a capacity fee to the Marina Coast Water District which will facilitate the purchase of 407 acre feet (AF) of recycled water and result in 407 AF of potable water credits for borrower.

2. **Principal Loan Amount:** Not to exceed Seven Million, Five Hundred Twenty Two, Two Hundred Thirty Two and 14/100 Dollars ($7,522,232.14). The loan will be recorded as receivable to the Lender and payable to the Borrower.

3. **Term of the Loan:** The term of this loan shall begin on September 1, 2022. Principal and interest payments will be deferred for twenty two (22) months and the repayment term will be twenty (20) years. The outstanding loan balance is to be repaid by June 30, 2044.

4. **Scheduled Payments:** Borrower shall make payments each fiscal year beginning with FY2025. Such payments are due within thirty (30) days following the final closing of the Borrower's Financial Books for each fiscal year. Repayments shall be made according to the amortization schedule attached to the Agreement as Exhibit A.

5. **Repayment Source:** Borrower shall repay the loan using proceeds collected as capacity fees associated with the allocation of potable water credits. Borrower must maintain positive cash balance of at least 10% of its operating expense/expenditure budget to be able to repay the loan; excess cash balance (over the 10%) should be used to make scheduled payments and catch-up payments. Missed scheduled payments shall be reported by the Finance Department to the City Council.

6. **Rate of Interest:** Interest shall accrue annually on June 30 on the outstanding loan balance at the State of California's Local Agency Investment Fund Pooled Money Investment Account Average Annual Yield rate for fiscal year 2021/2022, which is 0.371%. Loan interest will be recorded as revenue to the Lender and expenditure to the Borrower.

7. **General Provisions:** This Agreement constitutes the full Agreement by and between the parties and no other representations have been made regarding the contents of this Agreement. This Agreement shall not be amended, modified, or altered in any respect unless such amendment, modification or alteration has been reduced to writing and executed by both parties.

LENDER: **City of Seaside**
a municipal corporation and general law city

Fund Name: General Fund, No. 100

By:______________________________
Jaime M. Fontes, City Manager

BORROWER: **Seaside Municipal Water System,**
a municipal utility

Fund Name: Water Fund, No. 401

By:______________________________
Nisha Patel, City Engineer and Fund Manager

Exhibit A

Amortization Schedule

Loan Amount :	$ 7,522,232.14
Interest rate:	0.37%
Loan term:	2 years deferred, 20 years repayment
Total Interest	$374,519.98
Start date:	9/1/2022

Amortization Schedule

Annual	Interest	Principal	Payment	Balance
6/30/2023	$47,014	deferred	$0	$7,569,246
6/30/2024	$28,082	deferred	$0	$7,597,328
6/30/2025	$28,186	$366,652	$394,838	$7,230,676
6/30/2026	$26,826	$368,012	$394,838	$6,862,665
6/30/2027	$25,460	$369,377	$394,838	$6,493,288
6/30/2028	$24,090	$370,748	$394,838	$6,122,540
6/30/2029	$22,715	$372,123	$394,838	$5,750,417
6/30/2030	$21,334	$373,504	$394,838	$5,376,913
6/30/2031	$19,948	$374,889	$394,838	$5,002,024
6/30/2032	$18,558	$376,280	$394,838	$4,625,744
6/30/2033	$17,162	$377,676	$394,838	$4,248,068
6/30/2034	$15,760	$379,077	$394,838	$3,868,991
6/30/2035	$14,354	$380,484	$394,838	$3,488,507
6/30/2036	$12,942	$381,895	$394,838	$3,106,612
6/30/2037	$11,526	$383,312	$394,838	$2,723,300
6/30/2038	$10,103	$384,734	$394,838	$2,338,566
6/30/2039	$8,676	$386,162	$394,838	$1,952,404
6/30/2040	$7,243	$387,594	$394,838	$1,564,810
6/30/2041	$5,805	$389,032	$394,838	$1,175,778
6/30/2042	$4,362	$390,475	$394,838	$785,302
6/30/2043	$2,913	$391,924	$394,838	$393,378
6/30/2044	$1,459	$393,378	$394,838	$0.00
Totals	$374,519.98	$7,597,328.00	$7,896,752.20	

City of Seaside Gereral Fund
FY 23 Running Budget totals - budget amendments
As of 08/04/2022

Operating Budget		Aprroval Date
Projected Surplus	$ 60,531	6/2/2022
Less:		
Move Sr. Maint. Worker from Water fund to General fund	$ (103,625)	pending
Running total surplus/ (deficit):	$ (43,094)	

Capital Budget/Unassigned Fund Balance		Aprroval 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)	8/4/2022
Interfund loan to Seaside Muni for MCWD capacity charge	$ (7,522,232)	pending
Less:		
Operating (deficit)	$ (43,094)	
Running total, Unassigned Fund Balance:	$ 9,387,817	

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.