



AGENDA

CITY OF SEASIDE

CITY COUNCIL/SUCCESSOR

AGENCY TO THE

REDEVELOPMENT AGENCY

SPECIAL MEETING

440 HARCOURT AVE (COUNCIL CHAMBER)

Monday, January 30, 2023

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
Alexis Garcia-Arrazola	Council/Agency Member
Rita Burks	Council/Agency Member
Alex Miller	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. UPCOMING CITYWIDE EVENTS (ASHLEY COLLICK, ASSISTANT CITY MANAGER)

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

C. VACCINATION UPDATE (MARY GUTIERREZ, FIRE CHIEF)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM JANUARY 19, 2023

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. ADOPT A RESOLUTION AUTHORIZING A BUDGET TRANSFER OF \$30,000.00 FROM THE NEIGHBORHOOD IMPROVEMENT COMMISSION BUDGET TO THE HIGHLAND OTIS PARK PROJECT

RECOMMENDATION: Adopt a resolution allocating \$30,000.00 from the Neighborhood Improvement Commission budget to the Highland Otis Park Project.

C. ADOPT A RESOLUTION APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT AND FINAL SUBDIVISION MAP FOR PHASE 3 OF THE ENCLAVE

RECOMMENDATION: Adopt a resolution approving the Enclave Phase 3 Final Subdivision Map and Subdivision Improvement Agreement.

D. ADOPT A RESOLUTION AUTHORIZING AN MUTUAL ASSISTANCE AGREEMENT WITH MARINA COAST WATER DISTRICT

RECOMMENDATION: Adopt a resolution authorizing a Mutual Assistance Agreement with Marina Coast Water District.

E. ADOPT RESOLUTIONS FOR THE FUNDING REQUESTS OF MEALS ON WHEELS FOR \$50,000.00, BUILDING HEALTHY COMMUNITIES FOR \$100,000.00, AND SNIP BUS FOR \$10,000.00

RECOMMENDATION: Adopt the resolutions approving the funding in the amount of \$50,000.00 for Meals on Wheels, \$100,000.00 for Building Healthy Communities, and \$10,000.00 for SNIP bus.

F. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER EXECUTE CONTRACT AMENDMENT #2 TO THE PROFESSIONAL SERVICES CONTRACT WITH KIMLEY-HORN TO PROVIDE ADDITIONAL CAMPUS TOWN PROJECT MANAGEMENT SERVICES THROUGH JANUARY 30, 2024 IN AN AMOUNT NOT TO EXCEED \$455,200.00 TO BE REIMBURSED BY DEVELOPER OR PAID FOR OUT OF FORA DEMOLITION BONDS

RECOMMENDATION: Adopt resolution authorizing the City Manager to execute an amended professional services contract with Kimley-Horn to provide project management for Campus Town, for an amount not to exceed \$455,200.00.

G. ADOPT A RESOLUTION CREATING THE PART-TIME CLASSIFICATION OF COMMUNITY ENHANCEMENT SPECIALIST FOR THE BUILDING AND CODE ENFORCEMENT DEPARTMENT AND APPROVE PROPOSED SALARY

RECOMMENDATION: Adopt a resolution to create a new part-time classification of Community Enhancement Specialist and amend the Fiscal Year 2022-23 General Fund Budget and Salary Schedule.

H. APPROVE A FEE WAIVER FROM THE VILLAGE PROJECT INC FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR MAE C. JOHNSON EDUCATION & CULTURAL ENRICHMENT ACADEMY

CELEBRATION OF EXCELLENCE EVENT ON MAY 19, 2023

RECOMMENDATION: Approve a fee waiver request from The Village Project INC. in the amount of \$576.56 for the use of Laguna Grande Hall and Kitchen for their Mae C. Johnson Education & Cultural Enrichment Academy Celebration of Excellence Event.

I. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM THE SEASIDE HIGH SCHOOL BOYS BASKETBALL PROGRAM

RECOMMENDATION: Approve a request from Seaside High School Boys Basketball Program for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with purchasing equipment, uniforms, basketballs, practice gear, warmup shirts, and travel gear.

J. ADOPT RESOLUTION TO MODIFY THE POSITION CONTROL LIST FOR POLICE AND CITY MANAGER TO ADD THREE ADDITIONAL POLICE OFFERS, DELETE TWO POLICE CORPORALS, CHANGE ADMINISTRATIVE ANALYST II TO ADMINISTRATIVE ANALYST I, ADD ECONOMIC DEVELOPMENT DIRECTOR AND DELETE ASSISTANT CITY MANAGER - ECONOMIC DEVELOPMENT

RECOMMENDATION: Adopt a resolution to modify the Position Control List for Police and City Manager, to add three additional Police Officers, delete two Police Corporals, replace the Administrative Analyst II position with Administrative Analyst I and delete Assistant City Manager - Economic Development and add one Economic Development Director.

K. ADOPT A RESOLUTION APPROVING THE ROAD CLOSURE OF BROADWAY AVENUE FROM HILLSDALE STREET TO ALHAMBRA STREET FOR THE BROADWAY WALK OF FAME UNVEILING & RIBBON CUTTING CEREMONY

RECOMMENDATION: Adopt resolution closing Broadway avenue from Hillsdale to Alhambra.

9. BUSINESS ITEMS

A. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH CONSERVATION TECHNIX TO PREPARE THE PARKS MASTER PLAN FOR A NOT TO EXCEED AMOUNT OF \$130,880.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to enter into an agreement for professional services with Conservation Technix to prepare the Parks Master Plan.

B. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS FOR PREPARATION OF CONCEPT PLANS FOR LINCOLN CUNNINGHAM AND HAVANA SOLIZ PARKS PROJECT FOR AN AMOUNT NOT TO EXCEED \$66,000.00

RECOMMENDATION: Adopt a resolution authorizing a professional services agreement with Whitson Engineers for preparation of concept plans for the Lincoln Cunningham and Havana Soliz Parks Project for an amount not to exceed \$66,000.00.

C. ADOPT A RESOLUTION AUTHORIZING A BUDGET AMENDMENT IN THE AMOUNT OF \$66,908.00 FOR THE LINCOLN CUNNINGHAM PARK BASKETBALL COURT PROJECT FOR A TOTAL PROJECT BUDGET OF \$316,908.00 AND AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BFS LANDSCAPE ARCHITECTS IN AMOUNT NOT TO EXCEED \$12,000.00

RECOMMENDATION: Adopt a resolution authorizing a budget amendment in the amount of \$66,908.00 for the Lincoln Cunningham Park Basketball Court Project for a total project budget of \$316,908.00, and an amendment to the professional services agreement with BFS Landscape Architects in amount not to exceed \$12,000.00.

D. RECEIVE AND APPROVE IMMEDIATE TRAFFIC CALMING AND MITIGATION MEASURES ON HILBY AVENUE AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGES AND UPDATES TO MITIGATION MEASURES AS NEEDED

RECOMMENDATION: Approve immediate solutions to promote traffic calming measures on Hilby Avenue.

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS COUNCIL MEMBER REQUESTS

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

This is a time specifically set aside for members of the City Council, the City Manager and City Attorney to make brief comments of general interest to the community and report on committee assignments.

12. CLOSED SESSION

Pursuant to Government Code Section 54956 et seq., the City Council and Successor Agency to Redevelopment Agency may adjourn to a Closed Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City Attorney. Public comments on these items are taken after being read by the City Attorney. For the public record, please state your name.

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

PROPERTY: Approximately 5 Acres located on APN 031-151-013 generally located along Divarty and Second Avenue
AGENCY NEGOTIATOR: City Manager, City Attorney, et al.
NEGOTIATING PARTIES: Judicial Council of the State of California
UNDER NEGOTIATION: Price, Terms of Payment, or Both

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

Committee for Sound Water and Land Development v. City of Seaside, et al.
Monterey County Superior Court
Case No. 20CV002326

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

Case Name: John Doe PD v. City of Seaside, et al.
Monterey County Superior Court
Case No. 22CV003790

D. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.8

Potential Litigation (2 Matters)

13. ADJOURNMENT

Next Regularly Scheduled Meeting:
February 16, 2023
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

REGULAR MEETING
440 HARCOURT AVE
Thursday, January 19, 2023
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: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco
ABSENT: None

3. INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was held and the pledge of allegiance was led by Mayor Pro Tem/Vice Chair Pacheco.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Coach Charles Williams, Joy Junsay (submitted a petition signed by 64 residents in opposition of a water well at the Lincoln Cunningham or Havana Soliz Park), Constance Constable, Peter Kaiser, Susan Schiavone, Karla Lobo, Lynda Cunningham, Pastor Kenneth Murray, Dr. Bettye Lusk

6. PUBLIC AGENCY COMMUNICATIONS

None

7. PRESENTATIONS

A. RECOGNITION OF ROBERTA GREATHOUSE FOR DEDICATED SERVICE AS HUMAN RESOURCES DIRECTOR/RISK MANAGER (ASHLEY COLLICK, ASSISTANT CITY MANAGER)

City Manager Fontes had comments and provided an overview of Ms. Greathouse career. Mayor/Chair Oglesby presented a plaque acknowledging and appreciating Ms. Greathouse service to the City. Ms. Greathouse had comments and thanked the community, staff, friends and family.

B. REVIEW OF UPCOMING CITYWIDE EVENTS (ASHLEY COLLICK, ASSISTANT CITY MANAGER)

Assistant City Manager Collick presented the upcoming citywide and community announcements and responded to questions from the Council.

C. RECREATION DEPARTMENT'S 2022 YEAR IN REVIEW (DAN MEEWIS, RECREATION DIRECTOR)

Recreation Director Meewis reviewed the events and accomplishments of the Recreation Department in 2022, and responded to questions from the Council.

D. AUTOMATED LICENSE PLATE READERS AND SHOT DETECTION SOFTWARE TO ENHANCE PUBLIC SAFETY (NICK BORGES, POLICE CHIEF)

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

8. CONSENT AGENDA

Mayor/Chair Oglesby read the Consent Agenda items. Mayor Pro Tem/Vice Chair Pacheco pulled item 8E and Joy Junsay pulled item 8G.

On motion by Council/Agency Member Garcia-Arrazola and second by Council/Agency Member Garcia-Arrazola, and carried by the following vote, the City Council/Successor Agency moved to approve the consent agenda except for items 8E and 8G.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM JANUARY 5, 2023

ACTION: Approved

B. APPROVE PROCLAMATION RECOGNIZING BLACK HISTORY MONTH 2023

ACTION: Approved

C. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FACILITY USE AGREEMENT WITH SEASIDE PONY BASEBALL AND SOFTBALL FOR 2023 SEASON, AND AUTHORIZE WAIVING THE FEES ASSOCIATED WITH THE USE OF THE FIELDS

ACTION: Adopted Reso #23-07

D. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SEASIDE HOUSING L.P. FOR ELECTRIC SERVICE FOR THE DEL MONTE MANOR DRAINAGE PROJECT

ACTION: Adopted Reso #23-08

E. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH PARISI TRANSPORTATION CONSULTING FOR AN AMOUNT NOT TO EXCEED \$100,610.00 TO PROVIDE HILBY AVENUE PRELIMINARY TRAFFIC CALMING PLAN, AND APPROPRIATING \$115,701.50 FROM SB1 FUND BALANCE TO THE PROJECT BUDGET

Mayor Pro Tem/Vice Chair Pacheco pulled the item and Andy Sternbenz responded to questions from the Council.

PUBLIC COMMENT: Lynda Cunningham

On motion by Council/Agency Member Miller and second by Council/Agency Member Garcia-Arrazola, and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution authorizing a professional service agreement with Parisi Transportation Consulting for an amount not to exceed \$100,610.00 to provide the Hilby Avenue Preliminary Traffic Calming Plan and appropriating \$115,701.50 from the SB1 fund balance to the Project budget.

RESULT: 4-1-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby

NOES: Pacheco

ABSTAIN: None

ABSENT: None

ACTION: Adopted Reso #23-09

F. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARISI TRANSPORTATION CONSULTING TO PROVIDE ADDITIONAL ON-CALL TRANSPORTATION ENGINEERING SERVICES FOR AN AMOUNT NOT TO EXCEED \$50,000.00 AND APPROPRIATING \$50,000.00 TO THE BUDGET FROM THE SB 1 FUND BALANCE

ACTION: Adopted Reso #23-10

G. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH SCHAAF AND WHEELER TO PREPARE A WATER SYSTEM MASTER PLAN FOR SEASIDE MUNICIPAL WATER SYSTEM FOR AN AMOUNT NOT TO EXCEED \$88,000.00

Joy Junsay pulled the item and Mr. Sterbenz responded to questions from the public and Council.

PUBLIC COMMENT: Joy Junsay

On motion by Council/Agency Member Garcia-Arrazola and second by Mayor Pro Tem/Vice Chair Pacheco, and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution authorizing a professional services agreement with Schaaf and Wheeler to prepare a water system master plan for Seaside Municipal Water System for an amount not to exceed \$88,000.00.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: Adopted Reso #23-11

H. ADOPT A RESOLUTION APPROPRIATING \$6,200.00 FROM THE GENERAL FUND TO SUPPLEMENT THE BUDGET FOR THE TRAIL MAINTENANCE STRATEGY AND ENVIRONMENTAL REVIEW FOR THE LAGUNA GRANDE REGIONAL PARK

ACTION: Adopted Reso #23-12

I. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN TO PROVIDE ENGINEERING SUPPORT SERVICES FOR AN AMOUNT NOT TO EXCEED \$13,100.00

ACTION: Adopted Reso #23-13

J. ADOPT A RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE CALIFORNIA STATE HIGHWAY SAFETY IMPROVEMENT PROGRAM FOR DEVELOPMENT OF A LOCAL ROADWAY SAFETY PLAN

ACTION: Adopted Reso #23-14

K. ADOPT A RESOLUTION APPROVING THE PART-TIME, TEMPORARY, AND SEASONAL EMPLOYEES SALARY SCHEDULE EFFECTIVE JANUARY 1, 2023

ACTION: Adopted Reso #23-15

L. ADOPT RESOLUTION RATIFYING DECLARATION OF LOCAL EMERGENCY DUE TO THE 2022-2023 ATMOSPHERIC RIVER STORMS

ACTION: Adopted Reso #23-16

M. APPROVE ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) QUARTERLY REPORT

ACTION: Approved

N. APPROVE CO-SPONSORSHIP OF SUSTAINABLE SEASIDE'S 2023 SUSTAINABLE SEASIDE EARTH DAY CELEBRATION AND ELECTRIC VEHICLE TEST DRIVE/DEMO FAIR AT SEASIDE CITY HALL LAWN ON APRIL 23, 2023

ACTION: Approved

O. APPROVE A FEE WAIVER FROM HINDU TEMPLE OF MONTEREY PENINSULA FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR DIWALI CELEBRATION NIGHT EVENT ON OCTOBER 14, 2023

ACTION: Approved

P. APPROVE A CO-SPONSORSHIP AND FEE WAIVER REQUEST FROM DELTA SIGMA THETA SORORITY, INC. FOR USE OF OLDEMEYER CENTER FOR TWO COMMUNITY EVENTS IN 2023: A HEALTH CONFERENCE AND THE ANNUAL JABBERWOCK PAGEANT & YOUTH ON PARADE EVENT

ACTION: Approved

Q. APPROVE A FEE WAIVER REQUEST FROM THE LEAGUE OF UNITED LATIN AMERICAN CITIZENS (LULAC) COUNCIL NO. 2895 FOR THE USE OF A MEETING ROOM AT THE OLDEMEYER CENTER

ACTION: Approved

R. APPROVE A FEE WAIVER FROM MONTEREY PENINSULA RAMAYAN MANDALI FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR DIWALI NIGHT EVENT ON OCTOBER 21, 2023

ACTION: Approved

Recess: 6:58pm – 7:15pm

9. BUSINESS ITEMS

A. PROJECT OVERVIEW AND CONSTRUCTION SCHEDULE FOR THE GRAND HYATT HOTEL ON THE SEASIDE RESORT PROJECT AREA

Senior Planner (Consultant), Rick Medina provided an introduction of the item and introduce the presenter, Brian Murch, Senior Hospitality Designer from the DLR Group. Members of the DLR Group responded to questions from the Council.

PUBLIC COMMENT: Karla Lobo, Gayle Tier, Lynda Cunningham

B. ADOPT A RESOLUTION TO ESTABLISH A RESIDENTIAL PARKING PROGRAM ON PROPERTY OWNED BY THE CITY OF SEASIDE AND RESERVING THIRTY-SIX (36) RESIDENTIAL PARKING SPACES FOR USE BY NEW MIXED USE DEVELOPMENT WITHIN THE WEST BROADWAY

URBAN VILLAGE AND AUTHORIZE THE CITY MANAGER TO IMPLEMENT THE PROGRAM

Economic Development and Community Planning Manager Andrew Myrick provided the presentation and responded to questions from Council. There were no comments from the public.

On motion by Council/Agency Member Miller and second by Council/Agency Burks and carried by the following vote, the City Council/Successor Agency moved to establish Municipal Parking Lots 1 and 2 within the West Broadway Urban Village specific planning area and reserve a minimum of thirty-six (36) residential parking spaces to support new residential development within the West Broadway Urban Village planning area.

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #23-17

C. REVIEW AND CONSIDER MEALS ON WHEELS, BUILDING HEALTHY COMMUNITIES, AND SNIP BUS FOR FUNDING SUPPORT

Assistant City Manager Ashley Collick provided the presentation and responded to questions from Council along with Esther from Meals on Wheels.

Public Comment: Gayle Tier

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to provide a \$50,000 grant to Meals on Wheels.

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

Assistant City Manager Ashley Collick introduced Roslyn Green from Building Healthy Communities who provided the presentation and responded to questions from Council.

Public Comment: Mark Gomez

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Miller and carried by the following vote, the City Council/Successor Agency moved to

provide a \$100,000 grant to Building Healthy Communities.

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

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

Public Comment: Laura, Linda Cunningham, Lisa Sears, Karla Lobo

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to provide a \$10,000 grant to SNIP Bus.

AYES: Burks, Garcia-Arrazola, Oglesby, Pacheco

NOES: Miller

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

10. COUNCIL MEMBER REQUESTS

A. FOLLOW UP ON PREVIOUS COUNCIL MEMBER REQUESTS

1. Consider a downtown revitalization plan to increase business occupancy and restaurants, and address blight issues (Miller)

Council Member Miller provided a verbal report on his request and asked the Council to consider the creation of a Downtown Association that would operate as a 501 (c) 3, and the City would provide funding to get the project started and obtain a consultant from an outside agency that specializes in supporting this type of work.

The Council responded to the report and directed the City Manager to increase the efforts of filling the vacant Economic Development Director position.

B. NEW COUNCIL MEMBER REQUESTS

None.

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

City received City of Excellence reward for the reuse of former fort ord. Ben Haven-

Stokes graduated in GIS from UCLA

Miller will not be at next meeting due to being at the conference.

12. CLOSED SESSION

City Attorney Sheri Damon read the Closed Session items. There were no comments from the public.

A. CONFERENCE WITH LEGAL COUNSEL - PURSUANT TO GOVERNMENT CODE SECTION 54956.9

Potential Litigation (2 Matters)

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

PROPERTY: McClure Way - Seaside Golf Course

AGENCY NEGOTIATOR: City Manager, City Attorney, etal.

NEGOTIATING PARTIES: Seaside Hotel Resort, LLC.

UNDER NEGOTIATION: Price, Terms of Payment, or Both

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

PROPERTY: 1561-1571 Del Monte Avenue

NEGOTIATORS: City Manager and City Attorney, etal.

NEGOTIATING PARTY: Foothill Partners, LLC

UNDER NEGOTIATION: Price, Terms of Payment, or Both

13. ADJOURNMENT

With no further business, the meeting adjourned at 10:08 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



CITY OF SEASIDE STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Melissa Savage, Assistant Engineer

DATE: January 30, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A BUDGET TRANSFER OF \$30,000.00 FROM THE NEIGHBORHOOD IMPROVEMENT COMMISSION BUDGET TO THE HIGHLAND OTIS PARK PROJECT

RECOMMENDATION

Adopt a resolution allocating \$30,000.00 from the Neighborhood Improvement Commission budget to the Highland Otis Park Project.

BACKGROUND

Highland Otis Park is located at the intersection of Mingo Avenue and Mendocino Street. New playground equipment, an accessible parking stall, a commemorative boardwalk, and site furnishings were constructed in the east section of the park. These improvements were completed in April 2022. Due to safety concerns, the swing set located in the northwest section of the park was removed, leaving the area void of equipment.

On June 16, 2022, City Council approved the Neighborhood Improvement Committee (NIC) recommendation to allocate \$35,000.00 for fiscal year 2021-2022 for playground equipment for the northwest section of Highland Otis Park. Due to the size of the area, a slide and climbing apparatus were selected to replace the swing set. In June 2022, the City purchased the new equipment from Miracle Play Systems in the amount of \$22,119.16. Since the remaining \$12,880.84 NIC funds allocated for the project were not encumbered by June 30, 2022, the funds were not included in the FY 22/23 budget; more funding is needed to complete the project.

At their November 1, 2022 meeting, the NIC approved recommending the City Council

allocate an additional \$30,000.00 of NIC funds for site preparation, play equipment installation, and construction of the concrete curb barrier at Highland Otis Park.

Staff received a proposal from Miracle Play Systems to install the new play equipment and to construct a concrete barrier for an amount of \$20,803.85. Public Works staff has already removed the existing concrete barriers to prepare the site for the new equipment. The remaining amount of funds will be used for construction contingency and design support.

ENVIRONMENTAL REVIEW

Pursuant to the preliminary review of the activities associated with Council action, in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines, the project is Categorically Exempt (Class 1, Section 15301, Existing Facilities). Existing Facilities Class 1 exemptions consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alterations of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use. The proposed project would consist of installation of playground equipment and a concrete curb barrier which would not result in an expansion or significant modification of the existing roadway and sidewalk. Therefore, there is no significant expansion of use associated with the installation of play equipment.

FISCAL IMPACT

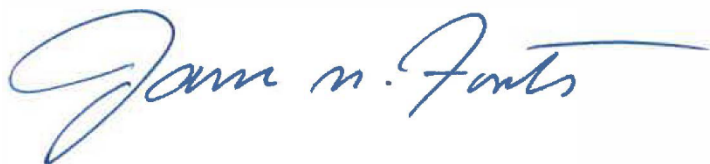
The fiscal year 2021-2022 Highland Otis Park Improvement budget was allocated for improvements to the east area of the park and did not include the northwest play area for this fiscal year. The Neighborhood Improvement Commission has \$143,276.00 of unallocated funds in the fiscal year 2022-2023 budget. If the proposed improvements to Highland Otis Park are approved, the remaining unallocated balance will be \$113,276.00.

Staff recommends adopting a resolution authorizing a budget transfer of \$30,000.00 from the Neighborhood Improvement Commission Budget (100-1350-7169) to the Highland Otis Park Project (342-8910-9544).

ATTACHMENTS

1. Resolution
2. Highland Otis Park Aerial

Reviewed for Submission to the City Council by:



Item

Jaime M. Fontes, City Manager

RESOLUTION NO. XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING A BUDGET TRANSFER OF \$30,000.00 FROM THE NEIGHBORHOOD IMPROVEMENT COMMISSION BUDGET TO THE HIGHLAND OTIS PARK PROJECT

WHEREAS, on June 16, 2022, City Council approved the Neighborhood Improvement Committee (NIC) recommendation of allocating \$35,000.00 for fiscal year 2021-2022 for playground equipment for the northwest section of Highland Otis Park; and

WHEREAS, a slide and climbing apparatus were purchased from Miracle Play Systems in the amount of \$22,119.16; and

WHEREAS, the fiscal year 2021-2022 Highland Otis Park Improvement budget was allocated for improvements to the east area of the park and did not include the northwest play area for fiscal year 2022-2023; and

WHEREAS, NIC sought to complete the work to install the playground equipment at the northwest play area of Highland Otis Park with its fiscal year 2022-2023 budget; and

WHEREAS, sufficient funds are available in the fiscal year 2022-2023 NIC budget for the proposed improvements to Highland Otis Park; and

WHEREAS, on November 1, 2022, the NIC approved recommending the City Council allocate an additional \$30,000.00 of NIC funds for site preparation, play equipment installation, and construction of the concrete curb barrier at Highland Otis Park; and

NOW, THEREFORE BE IT RESOLVED, that the City of Seaside City Council appropriates \$30,000.00 from the Neighborhood Improvement Committee fund balance (account No. 100-1350-7169) to the Highland Otis Park Improvements Project (account No. 342-8910-9544), and directs the Finance Director to make appropriate budget

adjustments to the Fiscal Year 2022-2023 Capital Improvement Program budget.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 30th day of January, 2023 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Ian N. Olgesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

Highland Otis Park

LOCATION OF
NEW EQUIPMENT





CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: January 30, 2023

**SUBJECT: ADOPT A RESOLUTION APPROVING A SUBDIVISION
IMPROVEMENT AGREEMENT AND FINAL SUBDIVISION MAP
FOR PHASE 3 OF THE ENCLAVE**

RECOMMENDATION

Adopt a resolution approving the Enclave Phase 3 Final Subdivision Map and Subdivision Improvement Agreement.

BACKGROUND

On July 7, 2005, the City Council adopted Resolution 05-44 approving the vesting tentative subdivision map (VTM) for the Seaside Resort Estates and Hotel. The residential component includes construction of 125 single family residential lots. On March 15, 2007, the City Council adopted Resolution 07-10 approving the final map for Phase 1A & 1B for construction of improvements for 38 of the residential lots. The development constructed roads and other infrastructure improvements for the first 30 (Phase 1A) of the 38 lots starting in 2007 and in accordance with the Development Agreement the City issued a Certificate of Completion on March 9, 2009. Four of the first 30 lots were developed by individual property owners over the course of the next 10 years as the housing market struggled to gain traction following the 2008 economic recession.

In September of 2019, Shea Homes Limited Partnership (Shea Homes) acquired the development rights to the residential component of the Seaside Resort Estates Development project. Shea Homes has constructed 30 of 38 homes in Phases 1A and 1B lots.

Shea Homes staff conducted an evaluation of the layout for Phases 1 & 2 and concluded the development would benefit from minor adjustments to road and lot

layouts. On May 20, 2021, Council approved Resolution No. 21-44 authorizing lot line adjustments and parking easements within Phase 1A. On September 2, 2021, the Council approved Resolution 21-79 authorizing the recordation of a Parcel Map for Phase 2 which implemented minor adjustments to road and lot layout.

Shea Homes submitted the Phase 2 Final Maps to the City for review on November 30, 2021, which subdivides Phase 2A into 15 residential lots, and to perfect all associated easements necessary for the Enclave Phase 2 development. On January 20, 2022, the City Council approved Resolution 22-11 authorizing the recordation of the Phase 2 Final Subdivision Map and Subdivision Improvement Agreement.

Shea Homes submitted the Phase 3 Final Maps to the City for review on December 13, 2022, which subdivides Phase 3 into 30 residential lots. The City's consulting surveyor, Steve Wilson of Monterey Bay Engineers, reviewed the Final Maps and concluded the Maps are acceptable for recordation.

STAFF ANALYSIS

The Phase 3 Final Map subdivision contains 30 residential lots situated in the northwestern portion of the Bayonet golf courses in substantially the same location as contemplated in the VTM. Lots 96-125 are identified as "Phase 3" and owned by Shea Homes Limited Partnership. The Phase 3 lots are surrounded by several holes on the back-9 of the Black Horse golf course (portions of holes 11, 14, 15, 16, 17, and 18). Phase 3 access is by way of a new private street that will intersect Coe Avenue Road just east of the Sun Bay Apartment complex. Note that the boundaries of the Phase 3 Final Map have not changed. However, the internal lot layout does vary slightly from that shown on the VTM, which is an evolutionary result of a more refined site analysis by SRD's design and engineering consulting team, consumer preference data gathered through focus groups. These modifications also include the reconfiguration of the private residential street within the Final Map area, and modifications to the project entrance at Coe Avenue for improved mail service and vehicular circulation.

Staff has reviewed the Phase 3 Final Maps for conformance to the Project Conditions, EIR mitigation monitoring requirements, previous Final and Parcel Maps, and the Seaside Municipal Code and has found they are substantially consistent with and satisfy applicable requirements. A Subdivision Improvement Agreement has been prepared which contractually binds the Developer to complete the Phase 3 improvements in accordance with the Final Map and to provide security for completion in accordance with City requirements.

ENVIRONMENTAL CONSIDERATIONS

Staff found that Phase 3 of the Enclave Project has satisfied applicable project conditions and is in substantial conformance with the intent and spirit of the project

conditions.

FISCAL IMPACT

Consistent with the project conditions, the Developer is required to pay fair share fees to offset impacts associated with the Development. Fair share fees include Park, Fire, Police, Emergency Vehicle Access, and Gateway Improvements. The fees associated with development of the 30 residential lots included with Phase 3 total \$172,796.40 and are to be paid to the City prior to recordation of the Final Map.

ATTACHMENTS

1. Resolution
2. Subdivision Improvement Agreement
3. Final Map

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 23-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING THE FINAL SUBDIVISION MAP FOR PHASE 3 OF THE ENCLAVE, AND APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT IN CONNECTION THEREWITH, AND TAKING OTHER ACTIONS AS REQUIRED BY LAW

Recitals of Facts:

- A. WHEREAS, on July 7, 2005, the City Council approved an application by Seaside Resort Development, LLC for Vesting Tentative Map No. TM-01-03 for the subdivision of approximately 84.88 acres of land which is a part of a larger approximate 380-acre parcel of land on which the Bayonet and Black Horse golf courses are located, which parcel is also known as Assessor's Parcel Number 031-051-005; and
- B. WHEREAS, on July 7, 2005, the City Council adopted Resolution No. 05-43 certifying an environmental impact report for the Seaside Resort Estates Development Project; and
- C. WHEREAS, on March 15, 2007, the City Council adopted Resolution No. 07-10 approving Phase 1 Final Map, a Subdivision Improvement Agreement and Covenants, Conditions & Restrictions (CC&Rs) for the Seaside Resorts Estates Project; and
- D. WHEREAS, Shea Homes Limited Partnership has acquired interest in phases 1, 2, and 3 of the single family residential component of the Seaside Resort Estates Development (the Development); and
- E. WHEREAS, on May 20, 2021, the City Council adopted Resolution No. 21-44 authorizing a lot line adjustment and parking easement within phase 1A of the Development; and
- F. WHEREAS, the lot line adjustment, parking easements and minor adjustment to road and lot layout increased the Development by 11,000 square feet; and
- G. WHEREAS, to offset the increase in square footage represented by the lot line adjustment and parking easement, Resolution 21-44 required revisions to Phase 2A & 2B lot and road layouts resulting in a 11,200 square foot of reduction the Development; and
- H. WHEREAS, Shea Homes Limited Partnership prepared a Parcel Map for Phase 2A & 2B of the Enclave, the residential component of the Development; and

- I. WHEREAS, on September 2, 2021, the City Council adopted Resolution No. 21-79 approving the recordation of the Phase 2A & 2B Parcel Map and authorizing execution of deeds of partition; and
- J. WHEREAS, on January 20, 2022, the City Council adopted Resolution No. 22-11 approving Phase 2A and 2B Final Map and associated Subdivision Improvement Agreement, and construction easements; and
- K. WHEREAS, on December 13, 2022, Shea Homes submitted a Subdivision Improvement Agreement and Final Map for Phase 3 of Enclave; and
- L. WHEREAS, subdivision (b) of Government Code Section 66450 requires that all final maps include a certificate signed by the city surveyor or city engineer that he or she has examined the map, that the subdivision is substantially the same as it appeared on the tentative map and any approved alternations thereof, that all provisions of the Subdivision Map Act and the City's Subdivision Ordinance have been complied with, and that he or she is satisfied that the map is technically correct; and
- M. WHEREAS, Steven C. Wilson, a Professional Engineer and Professional Land Surveyor with Monterey Bay Engineers is currently providing surveying services under contract with the City and is qualified to execute the certificate required by Section 66450.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEASIDE, CALIFORNIA, AS FOLLOWS:

- 1. The City Council does hereby find that the above recitals are accurate and are hereby incorporated in and made part of this Resolution by this reference.
- 2. The City Engineer approved the Final Map for Phase 3.
- 3. The City Council makes the following findings pursuant to the requirements of the California Environmental Quality Act:

A. Pursuant to the California Environmental Quality Act ("CEQA") and the Agency's local CEQA Guidelines, the City certified an Environmental Impact Report (EIR) on July 7, 2005 in connection with the City's approval of the Seaside Resort Project entitlements and the Agency Board approved the same EIR in connection with the Agency's actions to implement that project. Pursuant to CEQA Guidelines Section 15162, no subsequent or supplemental EIR or Negative Declaration is required in connection with subsequent discretionary approvals of the same project unless: (i) substantial changes are proposed to the project that indicate new or more severe impacts on the environment; (ii) substantial changes have occurred in the circumstances under which the project was previously reviewed that indicates new or more severe environmental impacts; or (iii) new important information shows the project will have new or more severe impacts than

previously considered; or (iv) additional mitigation measures are now feasible to reduce impacts or different mitigation measures can be imposed to substantially reduce impacts.

B. The City Council finds, in connection with the Final Map that its approval is a ministerial action consistent with the project that was reviewed and approved pursuant to the Seaside Resort Project EIR. Staff further finds that actions contemplated by this Resolution will not have one or more significant effects not discussed in the previously certified EIR, not have more severe effects than previously analyzed, and that additional or different mitigation measures are not required to reduce the impacts of the project to a level of less than significant.

C. Based on these findings and all evidence in the record, the City Council determines that no additional environmental review is required pursuant to CEQA in connection with the City's consideration of the Final Map.

4. Pursuant to California Government Code Section 66457, the City Council finds that all required certificates or statements on the map have been signed and, where necessary, have been acknowledged.

5. The City Council hereby appoints Steven C. Wilson as Acting City Surveyor to review the Final Map and any additional Final Maps for the Seaside Resort Project and provide the certificate therefor in compliance with Government Code Section 66442.

6. Pursuant to California Government Code Section 66458, and based upon the determinations and report of the City Engineer, the City Council finds that the Final Map conforms to all requirements of the Subdivision Map Act, the City's local Subdivision Ordinance and that all conditions prior the approval of the final map have been completed to the satisfaction of the City or will be completed pursuant to the Subdivision Improvement Agreement.

7. Based on the findings contained in Section 1 through 5 of this Resolution, and pursuant to the requirements of the California Subdivision Map Act and the City's Subdivision Ordinance, the City Council hereby approves the Subdivision Improvement Agreement attached hereto as Exhibit A, and authorizes the City Manager to execute the Agreement on behalf of the City. The City Council grants authority to the City Engineer to require and approve modifications to the CC&Rs as required to comply with project conditions and ensure compliance with other legal requirements.

8. Based on the findings contained in Section 1 through 5 of this Resolution, and pursuant to the requirements of the California Subdivision Map Act and the City's Subdivision Ordinance, the City Council hereby approves the Final Map.

9. The City Council hereby instructs the City Clerk to endorse on the face of the Final Map the certificate that embodies the approval of the Final Map and instructs the City Clerk to accept all offers of public dedication that may be provided on the Map.

10. The City Council hereby instructs the City Clerk and City Engineer not to release the final map to the County Clerk for recordation until all subdivision securities required by the Subdivision Improvement Agreement have been filed with the City and the Covenants, Conditions and Restrictions relating to the ownership and maintenance of private improvements in the Subdivision have been filed with the City in a form approved by the City Engineer.

11. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California on the 30th day of January, 2023.

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

CITY OF SEASIDE

SUBDIVISION IMPROVEMENT AGREEMENT

* * * * * SUBDIVISION REFERENCE DATA * * * * *

FINAL TRACT MAP NO. _____ ("Final Map" herein)

BASED ON PARCEL ONE AND PARCEL TWO AS DESCRIBED IN THE
GRANT DEED RECORDED AS DOCUMENT NO. 2022012914, OFFICIAL
RECORDS OR MONTEREY COUNTY.

NAME OR TRACT NUMBER OR SUBDIVISION:

Phase 3, The Enclave
30 lot residential subdivision

("Subdivision" herein)
NAME AND ADDRESS
OF SUBDIVIDER(S):

Shea Homes, Limited Partnership
2630 Shea Center Drive, Livermore, CA 94551

CITY COUNCIL RESOLUTION
OF APPROVAL NO. _____ ("Resolution of Approval" herein)

IMPROVEMENT PLANS NO. The Enclave, Phase 3 (Improvement Plans"herein)

IMPROVEMENTS: See Schedule A

ESTIMATED TOTAL COSTS: \$1,641,000

ESTIMATED MONUMENTATION COST: Included within Schedule A

FORM OF IMPROVEMENT SECURITY:	☒	AAA Corporate surety bonds
	☐	Deposit of money
	☐	Letter of Credit

NAME AND ADDRESS OF CORPORATE
SURETY (if applicable):

(Name of Corporate Entity)

(Street Address)

(City) (State) (Zip)

SURETY BOND NUMBERS (if applicable): _____

NAME OF LETTER OF CREDIT
PROVIDER (if applicable)

EFFECTIVE DATE OF AGREEMENT): _____
(to be inserted by Escrow)

COMPLETION PERIOD: All improvements of Tract _____ (including the complete water and sewer system, shall be completed within two years from the Effective Date of the Agreement. Street roadway (street) construction shall be constructed prior to the Certificate of Occupancy for development of lots in Tract_____.

* * * * *

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THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Seaside, a municipal corporation ("City"), and the Subdivider whose name and address is set forth above in the Subdivision Reference Data.

RECITALS

A. Subdivider has presented to the City for approval and recordation a Final Map, identified above in the Subdivision Reference Data, of a proposed subdivision pursuant to the Subdivision Map Act of the State of California and the City's ordinances and regulations relating to the filing, approval and recordation of subdivision maps (collectively referred to herein as the "Subdivision Laws").

B. A tentative map of the Subdivision was previously approved by City, subject to the Subdivision Laws and to the City's standard requirements and conditions of approval contained in the City Council's Resolution of Approval, a copy of which is on file in the Office of the City Clerk and which is incorporated herein by this reference.

C. The Subdivision Laws establish, as a condition precedent to the approval of a Final Map, that the Subdivider comply with the City Council's Resolution of Approval and either (i) complete, in compliance with City standards, all of the improvements and land development work required by the Subdivision Laws and the City Council's Resolution of Approval; or (ii) enter into a secured agreement with the City to complete the improvements and land development work within a period of time specified by the City.

D. In consideration of approval of the Final Map for the Subdivision by the City Council, Subdivider desires to enter into this Agreement whereby Subdivider promises to install and complete, at its sole expense, all public and private improvement work required by the City for the proposed Subdivision. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City.

E. Improvement Plans, and related specifications, numbered as designated above in the Subdivision Reference Data, for the construction, installation and completion of the Improvements identified in Schedule A hereto, have been prepared by the Subdivider, approved by the City Engineer, and are on file in the office of the City Engineer. Said Improvement Plans, and related specifications, subsequently modified by the mutual written agreement of the parties, are hereby referred to as the "Improvement Plans" and are incorporated herein by this reference. Any improvement to be constructed pursuant to the Improvement Plan is hereby referred to individually as an "Improvement" and collectively as the "Improvements".

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the Final Map of the Subdivision, Subdivider and City agree as follows:

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

A. Subdivider shall, at its sole expense, and in compliance with the provisions of the Subdivision Laws, the Improvement Plans, all Conditions of the Tentative Map approval, all applicable City standards and fees, and in a good and workmanlike fashion, furnish, construct, install and guarantee (as set forth in Section 3) the Improvements, Grading, and Monumentation generally described in Schedule A attached hereto and more specifically described in the tentative map and in the City Council's Resolution of Approval relating thereto (collectively, the "Improvements").

B. To the extent necessary to construct the Improvements, as determined by the City Engineer, the Subdivider shall acquire and dedicate, or pay the cost of acquisition by City of, all rights-of-way, easements and other interests in real property for the construction or installation of the Improvements, free and clear of all liens and encumbrances. The Subdivider's obligations with regard to the acquisition by City of off-site rights-of-way, easements and other interests in real property, if any, shall be subject to a separate agreement between Subdivider and City.

C. Subject to any time extensions granted in accordance with Section 4, Subdivider shall complete all Improvements within its respective "Completion Period" specified in the Subdivision Reference Data; provided, however, that if the City Engineer reasonably determines in good faith, and provides written documentation to Subdivider, that accelerated construction of the Improvements is essential in order to protect against an immediate threat to the public health and safety, the City Engineer shall give Subdivider not less than fifteen (15) business days' prior written notice to commence or accelerate installation and construction of such Improvements, or any portion thereof. The notice shall be in writing and shall describe the work to be done by Subdivider, the time within which the work will commence, the period within which the work will be completed and identify the reasons that such early commencement is essential in order to protect the public health, welfare and safety. All or any portions of said Improvements may be required to be constructed or completed at a specified time, providing the foregoing criteria is met. If the Subdivider objects to the commencement or acceleration of the Improvements as specified by the City Engineer, Subdivider may appeal the decision of the City Engineer to the City Council. Any such appeal shall be filed with the City Clerk within 10 days after receipt by Subdivider of the written notice from the City Engineer.

D. If the Improvements to be constructed by Subdivider include monumentation, such monumentation shall be installed not later than thirty (30) days after the City's acceptance of all other Improvements pursuant to Section 2. As used herein, "monumentation" shall mean the setting of survey monuments and tie points in accordance with the Subdivision Laws, and the delivery to the City Engineer of lien notes for said points.

E. Subdivider shall, at its sole expense, replace or repair all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Any such replacement or repair shall be subject to the approval of the City Engineer.

F. Until any category of Improvements is accepted by the City, Subdivider shall be responsible for the care and maintenance of such Improvements and shall bear all risks of loss or damage to said Improvements. Neither City, nor its officers, agents, consultants, contractors, and employees, shall have any liability for any accident, loss or damage to the Improvements prior to their completion and acceptance by the City.

G. Subdivider shall, at its sole expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all fees required by City ordinance or resolution and all taxes required by law.

H. Not less than fifteen (15) days prior to commencement of work on the Improvements, Subdivider shall give written notice to the City Engineer of the date fixed for such commencement of work in order that the City Engineer shall have adequate time to schedule all necessary inspections. Inspections by the City will be conducted by the City Engineer, other City staff, contract inspectors or consultants, as such persons are assigned and delegated tasks by the City Engineer.

I. SUBDIVIDER shall pay all City fees and costs stipulated in the latest fee resolution as adopted by the City Council from time to time as required for the development of the SUBDIVISION, including but not limited to, the following:

1. Building Permit Fees --- to be paid at the time of building permit issuance;
2. Final Map Filing Fee --- to be paid at time of filing final map;
3. Final Map Plan Check Fees --- to be paid from cash deposit established at time of filing final map;
4. Final Map Monumentation Fees - to be paid from cash deposit established at time of filing final map;
5. Final Map Construction Fees --- to be paid from cash deposit established prior to approval of final map;
6. Plan Check and Review Fees --- to be paid from cash deposit established at time of filing improvement plans;
7. Encroachment Permit Fees --- to be paid at time of application for encroachment permit;
8. Inspection Fees --- to be paid from cash deposit established at time of approval of final map;
9. Grading Permit Fee --- to be paid from cash deposit

established at time of grading permit issuance; and

10. Clean-up Fee (to clean public and private streets) --- to be paid from the cash deposit established at the time of approval of final map.

J. Subdivider shall provide City with final Record Drawings of all plans developed for the Subdivision, showing all changes and as built conditions as specified in the Tentative Tract Map Conditions of Approval prior to the acceptance of improvements and release of bonds or other security.

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

A. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by the City Engineer, other City personnel and City inspection contractors and consultants.

B. Upon completion of the work on all or any category of the Improvements specified in Schedule A, the Subdivider may request a final inspection by the City Engineer. Within five business days of any inspection of the Improvements, the City Engineer shall provide written notice to Subdivider of the list of items which have been found to be incomplete and the list of items which have been found to be complete. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall certify the completion of such Improvements. If the Improvements that are completed are to be dedicated to or owned by the City, the City Engineer's certification shall be submitted to the City Council for final acceptance by the City, unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the certification shall be subject to the approval of that specified official. If the Improvements that are completed are to be dedicated to or owned by a public entity other than the City, the City Engineer's certification shall be submitted to that other public entity for final acceptance. Subdivider shall bear all costs of inspection and certification for completeness in accordance with City's formally adopted fees and rates.

Acceptance of all or any specified category of public Improvements by the City Council shall be made upon recommendation and certification of the City Engineer following inspection of said public Improvements pursuant to subparagraph B above. The City Council shall act upon the City Engineer's recommendation within thirty (30) days following certification by the City Engineer that such public Improvements have been completed. Acceptance by the City Council or by the governing body of the entity that is to accept dedication or ownership of the public improvements shall not constitute a waiver by the City or such other public entity of any defects in the public Improvements.

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

A. If, within a period of one year following acceptance by the City of the last of the Improvements specified in Schedule A, any Improvements or part of any Improvements furnished, installed or constructed by the Subdivider, or any of the work performed under this Agreement, fails to comply with any requirements of this Agreement, or the Subdivision Laws, or the Improvement Plans and related specifications, the Subdivider shall, without delay and without cost to the City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Subdivider's obligations hereunder shall include the repair, replacement or reconstruction of all irrigation systems and all trees, shrubs, ground cover and landscaping for such one year.

B. Should the Subdivider fail or refuse to act promptly or in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement, or reconstruction to be undertaken before the Subdivider can be notified and can perform the necessary work, then the City may, in its discretion, make the necessary repairs or replacements or perform the necessary reconstruction and draw upon the Subdivider's improvement warranty security to reimburse itself for the costs incurred. If the Subdivider's improvement warranty security does not cover the total cost of such repair, replacement, or reconstruction, the Subdivider shall reimburse the City for any excess costs incurred.

C. The security furnished for the faithful performance of the Subdivider's obligation to construct and install the Improvements described herein shall be separate from improvement warranty security for Subdivider's liability hereunder for the one-year guarantee and warranty of the Improvements.

4. TIME EXTENSIONS

A. Upon a showing by the Subdivider of good cause therefor, the duration of the Completion Period for the Improvements (or any of them) may be extended by the City Engineer. As used herein, "good cause" may include, without limitation, delay resulting from acts of God or force majeure, strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work; findings made by a governmental entity that the site of a particular Improvement is of archeological significance; and, the order of any court.

B. A time extension may be granted without notice to any surety or sureties of the Subdivider and shall not affect the validity of this Agreement nor release the surety or sureties on any bond given as an improvement security pursuant to this Agreement.

C. As a condition of any time extension provided for herein, the City Engineer, may require the Subdivider to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount as necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as determined by the City Engineer.

5. IMPROVEMENT AND WARRANTY SECURITY

A. Prior to City's execution of this Agreement, Subdivider shall provide as security to the City:

1. For Performance and Guarantee: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, including Grading, as set forth above in the Subdivision Reference Data. The security shall be provided in one of the following forms: (i) a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA; (ii) a cash deposit with the City; or (iii) a letter of credit from a bank or other financial institution acceptable to the City, but not a "set-aside letter." With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider assures faithful performance under this Agreement and guarantees the Improvements for one year after the completion and acceptance of the last of such Improvements, against any defective workmanship or materials or any unsatisfactory performance, pursuant to Section 3 hereof. The Subdivider shall automatically increase the amount of such security on or before each annual anniversary date of this Agreement by an amount equal to the change in the Engineering News Record (ENR) Construction Cost Index that has occurred in the immediately preceding year for which data is available, subject to the provision that the City Engineer may at any time determine that a greater increase in the amount of the security is necessary due to a greater increase in the cost of construction of the Improvements or any of them. In such event, the Subdivider shall provide the additional security within ten (10) days after receiving demand and justification therefor.

2. For Payment: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be provided in one of the following forms: (i) a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA; (ii) a cash deposit with the City; or (iii) a letter of credit from a bank or other financial institution acceptable to the City, but not a "set-aside letter." With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider guarantees payment to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to them or to the Subdivider. The Subdivider shall automatically increase the amount of such security on or before each annual anniversary date of this Agreement by an amount equal to the change in the Engineering News Record (ENR) Construction Cost Index that has occurred in the immediately preceding year for which data is available, subject to the provision that the City Engineer may at any time determine that a greater increase in the amount of the security is necessary due to a greater increase in the cost of construction the Improvements or any of them. In such event, the Subdivider shall provide the additional security within ten (10) days after receiving demand and justification therefor.

3. For Warranty: Security in an amount equal to ten percent (10%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above

in the Subdivision Reference Data. The security shall be provided in one of the following forms: (i) a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA; (ii) a cash deposit with the City; or (iii) a letter of credit from a bank or other financial institution acceptable to the City, but not a "set-aside letter." With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider guarantees and warrants the Improvements for a period of one year following completion and acceptance thereof against any defective work or labor done or defective materials furnished. The Subdivider shall automatically increase the amount of such security on or before each annual anniversary date of this Agreement by an amount equal to the change in the Engineering News Record (ENR) Construction Cost Index that has occurred in the immediately preceding year for which data is available, subject to the provision that the City Engineer may at any time determine that a greater increase in the amount of the security is necessary due to a greater increase in the cost of construction of the Improvements or any of them. In such event, the Subdivider shall provide the additional security within ten (10) days after receiving demand and justification therefor.

B. If the improvement security is a corporate surety bond and, in the opinion of the City, any surety or sureties thereon become insufficient, the Subdivider shall renew or replace any such surety bond with good and sufficient surety or sureties within ten (10) days after receiving from City written demand therefor.

C. Improvement security consisting of corporate surety bonds, in a form accepted by the City Attorney, shall be kept on file with the City Engineer. If a corporate surety bond is replaced by another approved bond, the replacement shall be filed with the City Engineer and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing and approval by the City Engineer of a replacement bond, the former improvement security shall be released.

D. Modifications of the Improvement Plans and related specifications, and modifications of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of the Improvements, shall not relieve or release any improvement security furnished by Subdivider pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Subdivider shall furnish additional improvement security for performance and guarantee, and for payment, as required by subparagraph A above, for one hundred percent (100%) of the revised Estimated Total Cost of the Improvements.

E. Subject to any time extensions granted in accordance with Section 4 herein, the Subdivider shall be in default if the Subdivider has not completed the Improvements within the time period specified below:

(i) improvements (including the complete water and sewer system in streets) shall be completed within two years from the Effective Date of the Agreement.

(ii) All Street roadway (street) construction shall be constructed prior to the Certificate of Occupancy for development of any lots in the Tract.

F. Alternatively, in the event of a default by the Subdivider pursuant to Section 10, and after written notice to Subdivider and reasonable opportunity to cure, City, at its sole option, shall have the right, without limiting any other rights and/or remedies available to City at law or in equity, to draw upon or utilize the improvement security furnished herewith to construct and install the Improvements itself. If City exercises this right, the release of any unused portion of such improvement security shall be in accordance with the procedures outlined in Section 6 herein, including any retention necessary for the one-year guarantee period.

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

A. Partial releases or reductions in the Subdivider's improvement security may be authorized prior to the City's acceptance of all Improvements required hereunder, as provided in this Section 6.

B. All public Improvements (Improvements that are to be owned or dedicated to the City or other public entity as distinguished from those owned by individual property owners or a private community association) shall be first completed, deemed completed by the City Engineer and then accepted as complete by the City Council. All private Improvements (Improvements that are to be owned by individual property owners or a private community association and not dedicated or owned by the City or other public entity) shall be first completed and then accepted as complete by the City Engineer.

C. Upon acceptance of all or any specified category of public or private Improvements by the City, and upon written request of the Subdivider, the improvement security may be reduced or released as follows:

1. Security for Performance: Unless Subdivider submits new or additional security, such as a maintenance bond, in an amount equal to ten percent (10%) of the Estimated Total Cost of the Improvements, the security for performance shall not be reduced or released in an amount greater than ninety percent (90%) of the aggregate principal amount thereof prior to the expiration of sixty (60) days from the acceptance of the Improvements and the filing of any notice of completion, if such notice is applicable.

2. Security for Payment: Security furnished to secure payment to contractors, subcontractors, and to persons providing labor, materials or equipment shall, six (6) months after acceptance of all of the Improvements, be reduced to an amount equal to the total amount claimed by all claimants for whom liens have been filed and of which notice has been given to the City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon settlement or release of all claims and obligations for which the security was given.

3. Security for Warranty: Security furnished to guarantee and warrant the Improvements against any defective work or labor done or defective

materials furnished, shall be released within thirty (30) days after the completion of the one-year period following completion and acceptance of all Improvements.

D. If Subdivider's obligations relating to any Improvements are subject to the approval of another governmental agency, the City shall not release the improvement security therefor until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have sixty (60) days after Subdivider's performance of the obligation to register its satisfaction or dissatisfaction. If at the end of that period it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Subdivider's performance of the obligation was done to its satisfaction, and such improvement security shall be promptly released.

7. INDEMNIFICATION OF CITY BY SUBDIVIDER

A. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the construction, installation or maintenance of the Improvements by Subdivider, its officers, employees and agents. Subdivider shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees, arising directly or indirectly out of or attributable to Subdivider's acts or failure to act.

B. Subdivider's obligations under this Section 7 are not conditioned or dependent upon whether the City, or its officers, agents and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Subdivision or the Improvements, or has insurance or other indemnification covering any of these matters.

C. Subdivider's obligation to indemnify, hold harmless and defend the City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Subdivision, and the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Subdivider's design or construction of public drainage systems, streets, and other public facilities or improvements. Except for a City Directive as defined below, the City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Map, regardless of any act or omission by the City in approving the Improvement Plans or the Final Map, unless the particular Improvement design was required by the City over the written objection of the Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design (a "City Directive"). After City's acceptance of the Improvements, the

Subdivider shall remain obligated to correct or eliminate all dangerous conditions created by defects in design or construction (other than those required by a City Directive); provided, however, that Subdivider shall not be responsible for routine maintenance. Subdivider's indemnity obligations hereunder shall remain in effect for two (2) years following acceptance of the respective Improvement(s) by the City Council. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, unless same is due to a City Directive. City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Improvement Plans or related specifications, or in inspecting, reviewing or approving any work or construction of Improvements, unless same is due to a City Directive. The Subdivider's improvement security shall not be required to secure the Subdivider's obligations under this subparagraph C beyond the one-year guarantee and warranty period.

D. Subdivider shall pay and satisfy any judgment, award or decree that may be rendered against City, its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "City and City Personnel") to the extent of the indemnity provided above, in any such suit, action, or other legal proceeding, provided City gives Subdivider prompt written notice of such claim and allows Subdivider to undertake the defense thereof.

E. Subdivider's obligation to indemnify shall not be restricted to Insurance proceeds, if any, received by the City and City Personnel.

F. Subdivider, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against City and City Personnel to the extent of the indemnity above provided.

8. INSURANCE

A. The following coverages will be provided by Subdivider and maintained on behalf of City and in accordance with the requirements set forth herein. If Subdivider performs construction activities through a general contractor, some or all of these insurance requirements for the period of construction may be satisfied by the general contractor's insurance coverages; provided, however, that Subdivider shall first provide a written plan for the approval of the City which sets forth the respective obligations and deadlines of the Subdivider and its contractor for meeting the requirements of Attachment No. 7 to the Project DDA. In addition, Subdivider may elect to obtain, for all or any portion of the Project, an "Owner-Controlled Wrap Up" insurance policy in satisfaction of the insurance requirements for general contractors and subcontractors provided it satisfies all of the insurance requirements below for general contractors and subcontractors. Throughout these specifications, the word "Subdivider" refers to the Party responsible to provide the coverages as specified and, depending on context, may refer either to Subdivider or to a separate General Contractor.

B. Insurance During Construction.

Subdivider shall provide the following insurance during construction of the Improvements. Insurance requirements may be met through insurance provided by Subdivider's General Contractor:

1. Commercial General Liability Insurance

Commercial General Liability Insurance (primary) shall be provided on ISO-CGL Form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than one million dollars (\$1,000,000) per occurrence for all coverages and two million dollars (\$2,000,000) general aggregate. Agency and its employees and agents and the City of Seaside shall be added as additional insureds using ISO Forms CG 2010 07 04 and CG 2037 07 04, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to Agency or City or any employee or agent of Agency or City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

2. Umbrella Liability Insurance

Umbrella Liability Insurance (or, at Subdivider's selection, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross-liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than Ten Million Dollars (\$10,000,000.00) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. The Named Insured (Subdivider or General Contractor as appropriate) may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

3. Business Auto Coverage

Business Auto Coverage shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars per accident. This policy shall be scheduled as underlying insurance to the umbrella policy required above for a total limit of no less than Five Million Dollars (\$5,000,000) each accident.

4. Workers' Compensation/Employer's Liability

Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under the umbrella or excess liability policy described above. This policy shall be endorsed to waive any right of subrogation as respects Agency, City or their employees or agents.

5. Builders Risk Insurance.

The City shall, at its option, purchase Builder's Risk Insurance for the work of Improvements. If Builder's Risk Insurance is purchased by the City, the Subdivider shall reimburse the City for the cost of such insurance. If City, at its option, does not purchase Builder's Risk Insurance, then Subdivider shall purchase such insurance in connection with the work of the Improvements.

C. Provisions Pertaining to Insurance Provided by Subdivider

1. All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

2. Requirements of specific coverage features or limits contained in this Attachment are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

3. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Subdivider, and Subdivider's employees, or agents, from waiving the right of subrogation prior to a loss.

4. None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the Executive Director.

5. Unless otherwise approved by City, Subdivider's insurance and insurance provided by any contractor or subcontractor shall be written by insurers authorized to do business in the State of California and with a minimum "Best's Insurance Guide rating of at least "A-VII" Self-insurance will not comply with these insurance specifications unless expressly approved in writing by the City.

6. In the event any policy of insurance required under this Agreement does not comply with these requirements and Subdivider does not cure the non-

compliance within thirty (30) days after written notice from City (or Subdivider does not provide reasonable evidence of such cure within such period), or if the insurance is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Subdivider.

7. Subdivider agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Subdivider's general liability using ISO Forms CG 2010 07 04 and CG 2037 07 04 and "Following Form" umbrella liability policies. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage and policies are to have a "cancellation endorsement" to the same effect. Subdivider agrees to provide copies of any endorsements modifying coverage in any way upon request from City.

8. Subdivider shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least five (5) business days prior to the expiration of the coverages.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

10. Subdivider agrees to require all subcontractors or other parties hired for this project to purchase and maintain insurance for general liability (minimum limit \$1,000,000 per occurrence), automobile liability (\$1,000,000 per accident) and workers' compensation (statutory benefits). If an owner controlled insurance policy ("wrap") is purchased, this requirement is automatically satisfied. Prior to the issuance of the Certificate of Completion, Subdivider shall provide the City with copies of all insurance policies, certificates and endorsements related.

11. Subdivider agrees to monitor and review all coverage required by subparagraph 9 above and assumes all responsibility for ensuring that such coverage is provided as required here. Subdivider agrees to obtain certificates evidencing such coverage. Subdivider agrees that upon request, all agreements with subcontractors or others with whom Subdivider contracts with on behalf of City, and all certificates of insurance obtained in compliance with this paragraph will be submitted to City for review. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

12. Subdivider agrees to require that no contract used by any general contractor or subcontractor, or contracts Subdivider enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement.

13. Where appropriate (such as in the case of automobile insurance coverages), coverage will not be limited to the specific location designated as the Property.

14. Subdivider agrees to provide notice to City of any claim or loss against Subdivider that includes City or the City of Seaside as a defendant promptly after Subdivider receives written notice or obtains knowledge thereof City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City. City agrees to provide similar notice to Subdivider of any such claims it is notified of respecting the Property.

15. Subdivider agrees not to attempt to avoid its defense and indemnity obligations to City, and their employees, agents, officials and servants by using as a defense Subdivider's statutory immunity under workers' compensation and similar statutes.

16. Subdivider agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Subdivider and City or between City and any other insured or Named Insured under the policy, or between City and any Party associated with City or its employees.

17. If Subdivider or any contractor or subcontractor is a Limited Liability Company, general liability coverage must apply so that the Limited Liability Company and its Managers, Members, Affiliates, and their employees are insureds.

18. Subdivider shall require General Contractor to maintain commercial general liability, and if necessary, commercial umbrella liability insurance with a limit of not less than Ten Million Dollars (\$10,000,000.00) for each occurrence for at least three years following substantial completion of the work.

19. Subdivider agrees to obtain and provide to City evidence of professional liability coverage for Architects, Engineers or other design professionals working on the Project. The limit of liability required is subject to City approval, but in no event to be less than \$1 million per claim and in the aggregate, and Subdivider shall use reasonable efforts to require and cause such professionals to maintain coverage such coverage with respect to each occurrence for at least three years following substantial completion of the work and, in the event Subdivider is unable to do so, Subdivider shall promptly inform the City of the scope of such efforts and the reasons that it was unable to do so. If Subdivider requests that the City approve a lower limit for any particular design professional Subdivider seeks to employ on the Project, City will evaluate each such request based on City's perception of liability exposure associated with the work that would be performed by that design professional.

20. To the extent a particular coverage or policy form or specification is not reasonably available from Subdivider's insurer or would result in an additional premium that is extraordinary or unreasonably disproportionate to the premium for the policy as a whole, then Subdivider shall provide substantially similar coverage reasonably acceptable to City for which the cost is not extraordinary or unreasonably disproportionate.

9. OWNERSHIP OF THE IMPROVEMENTS

A. Ownership of all or any category of the Improvements constructed and installed by the Subdivider pursuant to this Agreement and shown on the Map to be dedicated to the public shall vest, as applicable, in the City (or other specified governmental agency) upon acceptance of said Improvements by the City Council (or other specified governmental agency) and recordation of a Notice of Completion.

B. The Subdivider shall at all times prior to the acceptance of the Improvements by the City, give good and adequate warning to the public of each and every dangerous and defective condition caused by the construction of the Improvements and shall take all steps necessary to protect the public from such dangerous or defective conditions. The Subdivider agrees and understands that until acceptance of the Improvements by the City, each Improvement and Improvement area that is offered for dedication shall be under the charge of the Subdivider, and the Subdivider may close all or a portion of any street or area whenever necessary to protect the public during the construction of the Improvements.

10. PREPARATION AND RECORDATION OF CC&RS

A. The Subdivider shall establish a Homeowners Association for the residential areas of the Project and a Property Owner's Association for the Timeshare Components, and to pay all costs associated with the creation of the associations;

B. The Subdivider shall prepare and record Covenants, Conditions, and Restrictions (CC&Rs) which obligate each homeowners association to provide for maintenance of the shared facilities, improvements, and landscaping within the boundaries of the associations in perpetuity. The CC&Rs shall be recorded concurrently with the Final Map. The CC&Rs shall describe the homeowner's association and the City's responsibilities and rights, and shall be subject to the approval of the City prior to recordation. The CC&Rs for each homeowners association shall require the homeowners associations to prepare and submit to the City Manager or his or her designee every three years, a copy of a capital assessment and reserve study, comparable to that required for a condominium association under state law, showing the amount of money reserved for future anticipated maintenance and replacement expenses of the Association, so as to allow the City to monitor the financial viability of the homeowner's association and its ability to properly fund and maintain the improvements owned by that homeowners association. The CC&Rs shall include provisions that if the City determines that the association has ceased to exist, has ceased to maintain the association's property at a level acceptable to the City, as determined by the City's Public Works Director, or has failed to

maintain the property consistent with the terms of the CC&Rs or these Project Conditions, that the City shall have the right to fund the necessary maintenance activities through the formation of an assessment district or by the forfeiture of association funds to the City; and

C. The Subdivider shall implement applicable provisions of the Mitigation Monitoring and Reporting Program.

11. DEFAULT AND BREACH BY THE SUBDIVIDER AND
REMEDIES OF THE CITY

A. Upon the occurrence of any of the following events, the Subdivider shall be deemed to be in default under this Agreement:

1. Subject to any time extensions granted in accordance with Section 4, failure to complete construction and installation of the Improvements or any of them by the completion date set forth above in the Subdivision Reference Data;

2. Failure to promptly correct or cure any defect in the Improvements or any of them during the one-year guarantee and warranty period as required by Section 3.A or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Subdivider of written notice that such defect exists;

3. Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work of the Improvements or any of them, after commencement of work on same, for a period of thirty (30) days after Subdivider's receipt of written notice thereof from the City;

4. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;

5. Commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance by the Subdivider in lieu or in avoidance of foreclosure, within thirty (30) days after receipt by Subdivider of written notice thereof from the City; or

6. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Subdivider of written notice thereof from the City.

B. City reserves to itself all remedies available to it at law or in equity for any breach of Subdivider's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, after written notice to Subdivider and a reasonable opportunity for Subdivider to cure any such alleged default, to draw upon or utilize any improvement security furnished hereunder to complete the Improvements or otherwise

mitigate City's damages in the event of Subdivider's default.

C. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, the City may serve written notice of any such default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that said surety take over and complete the Improvements herein specified. If such surety, within ten (10) days after service of such notice of default, does not give the City written notice of its intention to perform this Agreement, or does not commence such performance within thirty (30) days after notice to the City of such intention to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, for the account and at the expense of the Subdivider and its surety.

D. Subdivider acknowledges that the Estimated Total Costs and improvement security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. If the damages incurred by the City in taking over and completing the Improvements exceeds the principal amount of the improvement security, then the Subdivider shall reimburse the City in the amount of such excess damages.

E. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, City may, without liability for so doing, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the performance of the work. Subdivider hereby consents to such entry by the City and its representatives, including contractors, upon any real property in the Subdivision owned by Subdivider or by any assignee of this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Subdivider's default.

F. Subdivider acknowledges and agrees that, upon approval of the Final Map for the Subdivision, City will confer substantial rights upon the Subdivider, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, City will be damaged to the extent of the cost of construction or installation of the Improvements upon Subdivider's failure to perform its obligations under this Agreement, which failure is not promptly remedied by sureties or by Subdivider.

G. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

H. If City sues to compel Subdivider's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, Subdivider agrees to pay all attorneys' fees and other costs and

expenses of litigation incurred by the City in connection therewith, even if Subdivider subsequently resumes and completes the work.

12. RELATIONSHIP OF THE PARTIES

Neither Subdivider, nor any of Subdivider's contractors, employees or agents, are or shall be deemed to be, agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

13. ASSIGNMENT

A. Subdivider shall not assign this Agreement, or any portion thereof without the prior written consent of the City. Any attempted or purported assignment in violation of this subparagraph A shall be null and void and shall have no force or effect.

B. The sale or other disposition of the Subdivision shall not relieve Subdivider of its obligations hereunder. If Subdivider intends to sell the Subdivision, or any portion thereof, to any other person or entity, the Subdivider may request a novation of this Agreement and a substitution of improvement security. Upon the City's approval of the novation and substitution of improvement security, the Subdivider may request a release or reduction of the improvement security furnished pursuant to this Agreement.

14. NOTICES

All notices required or provided for in this Agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

If to the City:	Nisha Patel, P.E City Engineer/Public Works Director City of Seaside 440 Harcourt Avenue Seaside, California 93955
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If to the Subdivider:	To the address set forth above in the Subdivision Reference Data, or to such other address as may subsequently be designated in written notice to the City.
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Notice shall be effective on the date that it is delivered in person, or, if mailed, three (3) days after the date of deposit in the United States Mail.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement

shall be in writing and signed by the duly authorized representatives of these parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

16. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

17. INCORPORATION OF SUBDIVISION REFERENCE DATE AND RECITALS

The Subdivision Reference Data, the Recitals and Schedule A are incorporated into this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

18. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the parties that the Subdivider shall first execute this Agreement and thereafter submit it to the City. The City shall insert the effective date in the Subdivision Reference Data in all counterparts of this Agreement and shall transmit a fully executed counterpart to the Subdivider.

SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

[Note: All signatures must be acknowledged by a notary public and the acknowledgement must be attached. If signed by a Corporation, the signatures of two Corporate officers are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]		"SUBDIVIDER" Shea Homes Limited Partnership, a California limited partnership (Type or print exact name of person or business entity)
		By: _____ (Signature of authorized officer)
		Donald A. Hofer (Type or print name or authorized officer)
		Authorized Agent _____ (Title of authorized officer)
		Date: _____
		By: _____ (Signature of authorized officer)
		_____ (Type or print name or authorized officer)
		_____ (Title of authorized officer)

- Signatures continue on next page -

“CITY”		CITY OF SEASIDE JAIME FONTES CITY MANAGER
ATTEST: _____ (SEAL) DOMINIQUE DAVIS CITY CLERK		
APPROVED AS TO FORM: SHERI DAMON CITY ATTORNEY		

[This page for acknowledgements]

FINAL TRACT MAP
ENCLAVE PHASE 3

Schedule A

<u>Categories of Improvements</u>	Estimated Total Cost	Subtotals	Amount of Performance Security	Amount of Payment Security
COE AVE. STREET WORK	\$8,750			
PRIVATE STREET WORK	\$730,446			
PRIVATE STORM DRAIN	\$752,530			
CONTIGENCY (10%)	\$149,173			
CONSTRUCTION SUBTOTAL	\$1,491,726			
CONTIGENCY (10%)	\$149,173			
TOTAL IMPROVEMENT COST	\$1,641,000		\$1,641,000	\$1,641,000
MISCELANEOUS				
MONUMENTATION (included)				

* Engineer's bond estimate attached

CITY OF SEASIDE

FAITHFUL PERFORMANCE BOND

(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____,
(hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Seaside, a municipal corporation ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof certain designated public improvements generally identified as follows:

_____ ; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and as Surety, are held and firmly bound unto the City in the penal sum of

_____ Dollars (\$
) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged
before a notary public. Attach
appropriate acknowledgment.

"PRINCIPAL"

(Type name of Principal)

(Street Address)

(City) (State) (Zip)

By: _____
(Signature of authorized officer)

(Title of officer)

Date: _____

"SURETY"

(Type name of Surety

(Street Address)

(City) (State) (Zip)

By: _____
(Signature of authorized officer)

(Title of officer)

Date: _____

APPROVED:

City Attorney

CITY OF SEASIDE

PAYMENT BOND

(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____,
(hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Seaside, a municipal corporation ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows:

_____ ; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and _____, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said agreement and referred to in the above-referenced Civil Code and Government Code in the sum of _____ Dollars (\$ _____) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall

become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged
before a notary public. Attach
appropriate acknowledgment.

"PRINCIPAL"

(Type name of Principal)

(Street Address)

(City) (State) (Zip)

By: _____
(Signature of authorized officer)

(Title of officer)

Date: _____

"SURETY"

(Type name of Surety)

(Street Address)

(City) (State) (Zip)

By: _____
(Signature of authorized officer)

(Title of officer)

Date: _____

APPROVED:

City Attorney

CITY OF SEASIDE

PAYMENT BOND

(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____,
(hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Seaside, a municipal corporation ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows:

_____; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good sufficient warranty bond, or other approved security, to guarantee and warrant the work of Improvements for a period of one year following completion and acceptance thereof against any defective work or labor done, or defective materials furnished and provided by Government Code Section 66499.3 (d);

NOW, THEREFORE, the Principal designated above, and _____, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in said Government Code in the sum of _____ Dollars (\$ _____), to guarantee and warrant the work of the Improvements against any defective work or labor done, or defective materials furnished; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain *in* full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive

notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged
before a notary public. Attach
appropriate acknowledgment.

"PRINCIPAL"

(Type name of Principal)

(Street Address)

(City) (State) (Zip)

By: _____
(Signature of authorized officer)

(Title of officer)

Date: _____

"SURETY"

(Type name of Surety

(Street Address)

(City) (State) (Zip)

By: _____
(Signature of authorized officer)

(Title of officer)

Date: _____

APPROVED:

City Attorney

N: 2,122,190 E: 5,733,370

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT WE ARE THE ONLY PERSONS OR CORPORATION WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE SUBDIVISION BOUNDARY LINES.

WE ALSO STATE THAT THE STREET SHOWN AND DESIGNATED AS "CYPRESS LANE" (PARCELS 3-S.1, 3-S.2, 3-S.3, AND 3-S.4) IS A PRIVATE STREETS, AND WILL BE RETAINED BY OWNER FOR FUTURE TRANSFER TO AN OWNERS ASSOCIATION, OVER WHICH AN EASEMENT FOR INGRESS AND EGRESS BY EMERGENCY VEHICLES (EMERGENCY VEHICLE ACCESS EASEMENT OR EVAE) IS HEREBY DEDICATED TO THE CITY OF SEASIDE OR ITS DESIGNEE AND A "PUE" (PUBLIC UTILITY EASEMENT) OVER, UNDER, AND UPON SAID PRIVATE STREET FOR THE CONSTRUCTION, MAINTENANCE, USE, AND OPERATION OF SANITARY SEWERS, STORM DRAINS, AND WATER PIPELINES, GAS AND ELECTRICITY TRANSMISSION LINES, AND TELEPHONE LINES, AND ALL THE NECESSARY APPURTENANCES THERETO, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENT IS HEREBY DEDICATED TO THE CITY OF SEASIDE OR ITS DESIGNEE.

PARCELS A, B, C, D, E, F, G, AND H ARE RETAINED BY OWNER FOR FUTURE TRANSFER.

WE ALSO HEREBY DEDICATE TO THE CITY OF SEASIDE EASEMENTS FOR PUBLIC PEDESTRIAN ACCESS OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AS SIDEWALK EASEMENTS (SWE).

WE ALSO HEREBY DEDICATE TO THE CITY OF SEASIDE EASEMENTS FOR PUBLIC UTILITIES INCLUDING, BUT NOT LIMITED TO; GAS, ELECTRIC, WATER, TELEPHONE, COMMUNICATION, CABLE TELEVISION, SEWER, STORM DRAIN, AND THEIR NECESSARY APPURTENANCES ON, OVER, UNDER THOSE CERTAIN STRIPS OF LAND DESIGNATED AS PUBLIC UTILITY EASEMENTS (PUE) AS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION. SAID STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT UTILITY COMPANY STRUCTURES, IRRIGATION SYSTEMS, LAWFUL FENCES, DRIVEWAYS, SIDEWALKS AND APPURTENANCES THERETO.

OWNER: SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

BY: MATTHEW J. HENRY, AUTHORIZED AGENT

BY: DONALD A. HOFER, AUTHORIZED AGENT

THE SIGNATURES OF THE HOLDERS OF THE FOLLOWING INTERESTS MAY BE OMITTED IN AS MUCH AS THEIR INTERESTS ARE SUCH THAT THEY CANNOT RIPEN INTO FEE, PURSUANT TO SECTION 66445 OF TITLE 7 OF DIVISION 2 OF GOVERNMENT CODE:

- MARINA COAST WATER DISTRICT – EASEMENT INTEREST PER INSTRUMENT NO. 200109079
- EASEMENT HOLDERS AS DESCRIBED IN "GRANT DEED AND ENVIRONMENTAL RESTRICTIONS" PER INSTRUMENT NOS. 2005131756, 2019043545 AND 2019043569
- BAYONET AND BLACK HORSE GOLF COURSE PROPERTIES, LLC – EASEMENT INTEREST(S) PER INSTRUMENT NO. 2005131760 AS AMENDED BY INSTRUMENT NO. 2007065672.
- SRD R, LLC AND B & B GOLF COURSE PROPERTIES, LLC – GOLF COURSE EASEMENT AGREEMENT PER RECORDER'S SERIES #2021082641 OF OFFICIAL RECORDS.

NOTES:

- UNDERGROUND UTILITIES ARE REQUIRED IN THIS SUBDIVISION.
- SOILS REPORT M11868.31 PREPARED BY HARO, KASUNICH AND ASSOCIATES, INC. DATED NOVEMBER 2021, IS ON FILE WITH THE CITY OF SEASIDE PUBLIC WORKS DEPARTMENT.

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED ON THE MAP, "TRACT NO 1493 – SEASIDE RESORT ESTATES SUBDIVISION PHASE 1A AND 1B" FILED IN VOLUME 24 OF CITIES AND TOWNS AT PAGE 11 IN THE OFFICE OF THE COUNTY RECORDER OF MONTEREY COUNTY. A CALCULATED BEARING AND DISTANCE OF N67°48'44"E 2041.49' BETWEEN FOUND MONUMENTS SHOWN ON SAID MAP, AS SHOWN HEREON IS THE BASIS OF BEARINGS FOR THIS SURVEY.

OWNER'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF)

COUNTY OF)

ON ,

BEFORE ME, , NOTARY PUBLIC

PERSONALLY APPEARED , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, AND OFFICIAL SEAL.

SIGNATURE

NOTARY PUBLIC'S NAME:

COUNTY OF BUSINESS:

COMMISSION EXPIRATION DATE:

COMMISSION NUMBER:

OWNER'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF)

COUNTY OF)

ON ,

BEFORE ME, , NOTARY PUBLIC

PERSONALLY APPEARED , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, AND OFFICIAL SEAL.

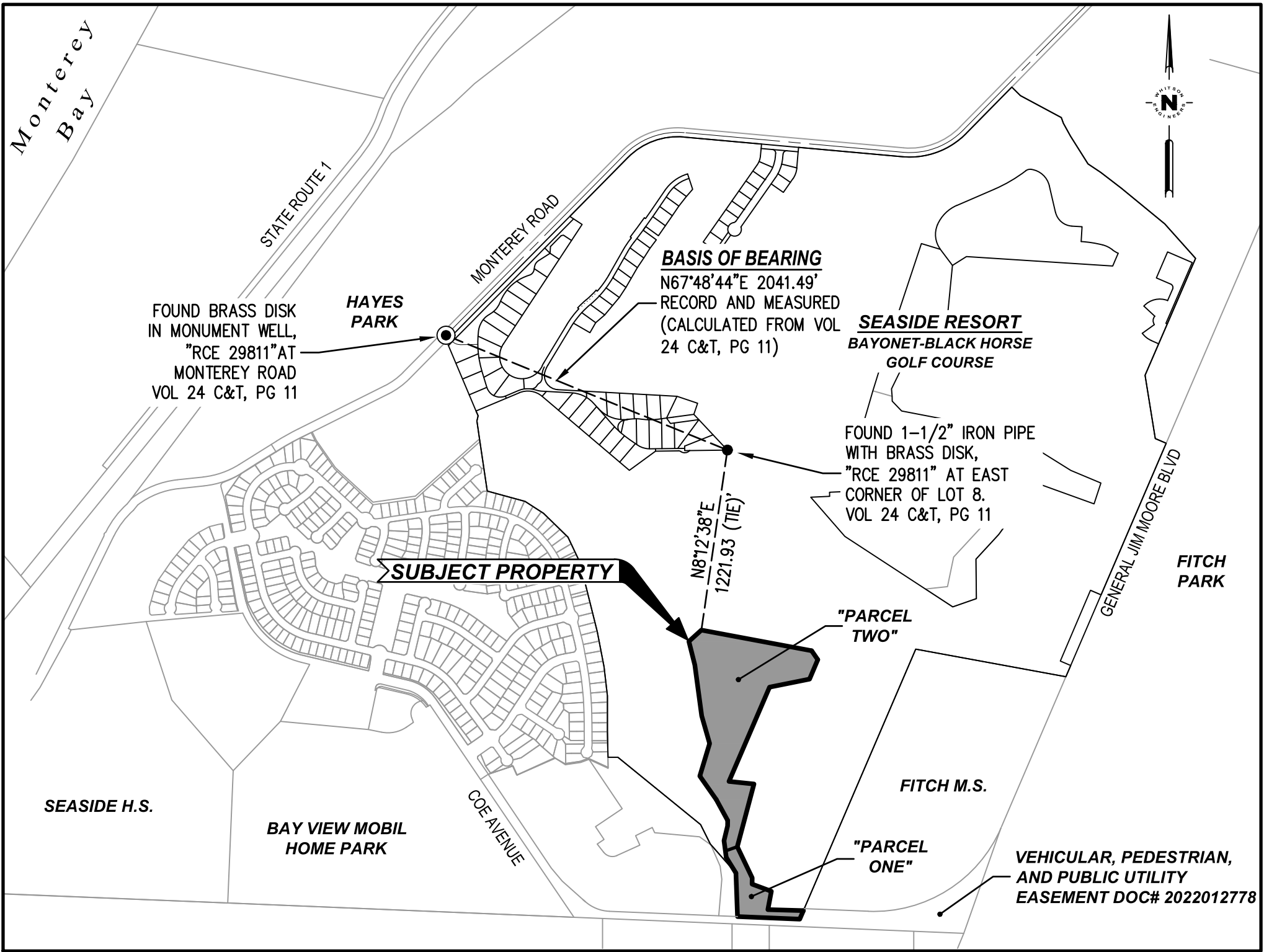
SIGNATURE

NOTARY PUBLIC'S NAME:

COUNTY OF BUSINESS:

COMMISSION EXPIRATION DATE:

COMMISSION NUMBER:



VICINITY MAP & BASIS OF BEARING

SCALE: 1" = 800'

TRACT NO. PHASE 3 THE ENCLAVE

A 13.78 AC SUBDIVISION OF THE LAND OF SHEA HOMES LIMITED PARTNERSHIP, BEING PARCELS ONE AND TWO AS DESCRIBED IN THE GRANT DEED RECORDED AS DOCUMENT NO. 2022012914, OFFICIAL RECORDS OF MONTEREY COUNTY, LYING WITHIN THE CITY OF SEASIDE, MONTEREY COUNTY, CALIFORNIA

PREPARED BY:

WHITSON ENGINEERS

6 HARRIS COURT, MONTEREY CALIFORNIA

DATE: JANUARY 9, 2023 SHEET 1 OF 6 JOB NO. 1057.23

STATEMENT OF CITY SURVEYOR

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP PURSUANT TO THE SUBDIVISION MAP ACT, SECTION 66442 (a) (4) AND LOCAL ORDINANCE AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

DATED: _____

STEVEN C. WILSON, PLS 5207
ACTING CITY SURVEYOR, CITY OF SEASIDE

STATEMENT OF CITY ENGINEER

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF THE SUBDIVISION MAP ACT, SECTION 66442 (a) (1) (2) (3) AND THE CITY OF SEASIDE SUBDIVISION ORDINANCE, APPLICABLE AT THE TIME OF APPROVAL, HAVE BEEN COMPLIED WITH.

DATED: _____

NISHA PATEL
CITY ENGINEER OF THE CITY OF SEASIDE
RCE No. C72491

STATEMENT OF SECRETARY OF THE PLANNING COMMISSION

I, ANDREW MYRICK, SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF SEASIDE, CALIFORNIA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF SEASIDE, CALIFORNIA, ON SEPTEMBER 8, 2006, THAT ALL THE PROVISIONS OF THE CALIFORNIA "SUBDIVISION MAP ACT" AS AMENDED, AND OF THE CITY OF SEASIDE LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF SAID TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED: _____

ANDREW MYRICK
SECRETARY, PLANNING COMMISSION OF THE
CITY OF SEASIDE, STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA L.P. IN SEPTEMBER 2021. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER, 2024 AND THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED: _____

RICHARD P. WEBER
P.L.S No. 8002



STATEMENT OF CITY CLERK

I, DOMINIQUE L. DAVIS, CITY CLERK OF THE CITY OF SEASIDE, COUNTY OF MONTEREY, STATE OF CALIFORNIA, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF SEASIDE, APPROVED RESOLUTION _____ ON _____ APPROVING THE WITHIN SUBDIVISION MAP AND ACCEPTS ON BEHALF OF THE PUBLIC ALL PUBLIC EASEMENTS OFFERED FOR DEDICATION.

DATED: _____

DOMINIQUE L. DAVIS
CITY CLERK OF THE CITY OF SEASIDE

COUNTY RECORDER'S STATEMENT

FILED FOR RECORD AT THE REQUEST OF CHICAGO TITLE INSURANCE COMPANY,
THIS ____ DAY OF _____, 2023, AT ____ : ____ __.M. IN VOLUME ____ OF
CITIES & TOWNS, AT PAGE ____.

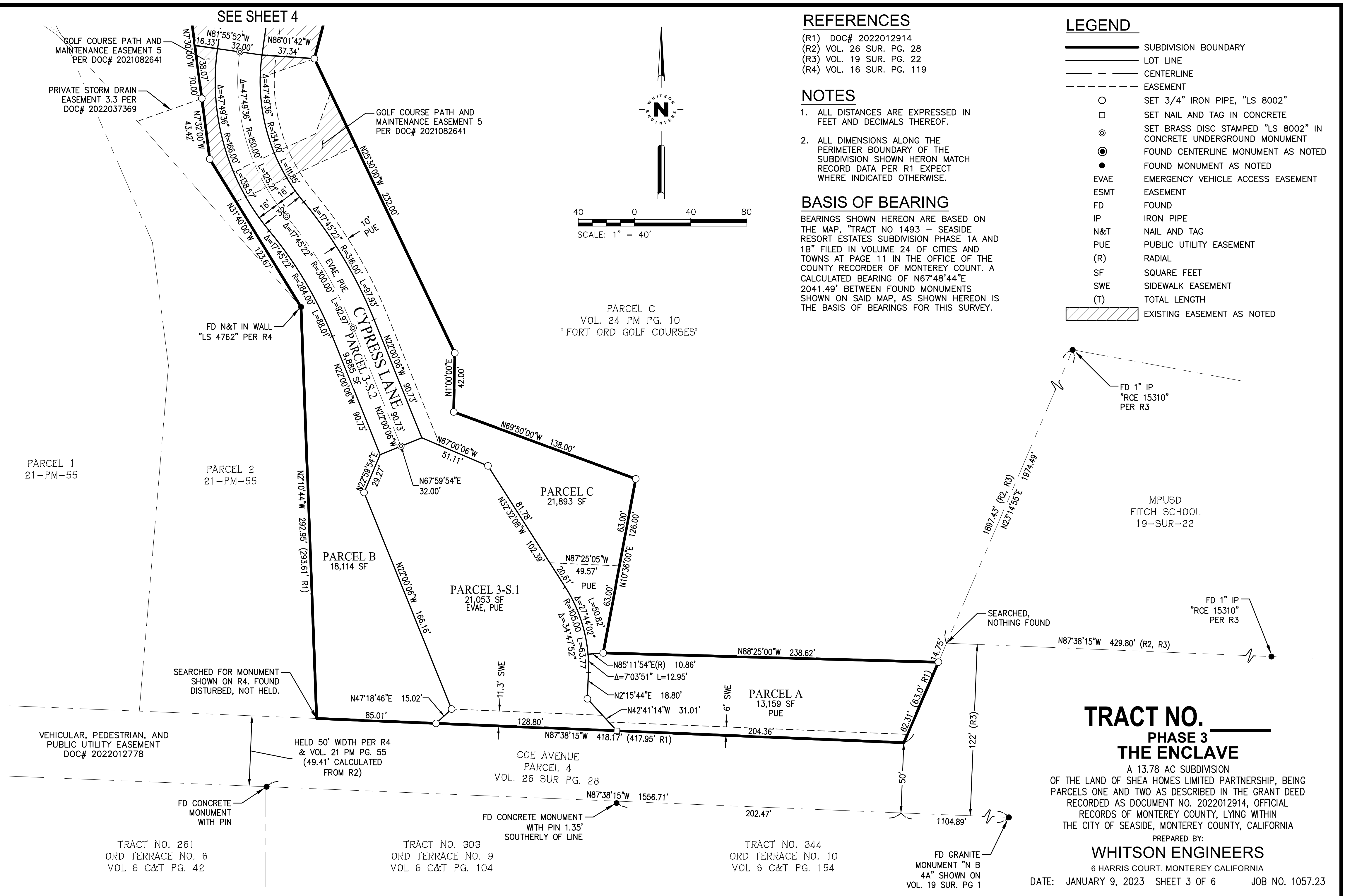
XOCHITL MARINA CAMACHO BY: _____
MONTEREY COUNTY CLERK-RECORDER
NAME: _____,DEPUTY

DOCUMENT NO.: _____ FEE:\$ _____

TRACT NO. _____
PHASE 3
THE ENCLAVE

A 13.78 AC SUBDIVISION
OF THE LAND OF SHEA HOMES LIMITED PARTNERSHIP, BEING
PARCELS ONE AND TWO AS DESCRIBED IN THE GRANT DEED
RECORDED AS DOCUMENT NO. 2022012914, OFFICIAL
RECORDS OF MONTEREY COUNTY, LYING WITHIN
THE CITY OF SEASIDE, MONTEREY COUNTY, CALIFORNIA

PREPARED BY:
WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA
DATE: JANUARY 9, 2023 SHEET 2 OF 6 JOB NO. 1057.23

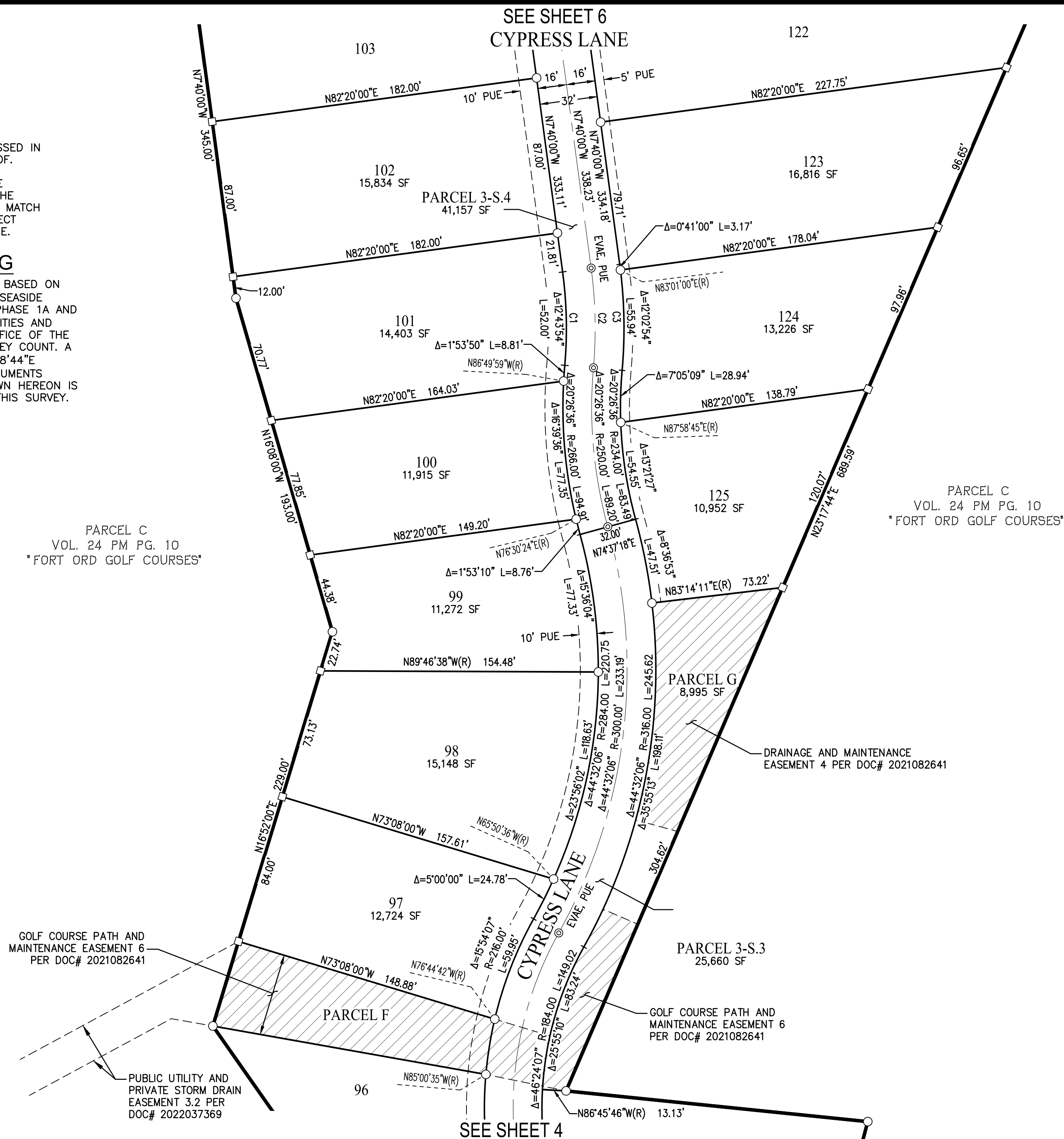


(R1) DOC# 2022012914
(R2) VOL. 26 SUR. PG. 28
(R3) VOL. 19 SUR. PG. 22
(R4) VOL. 16 SUR. PG. 119

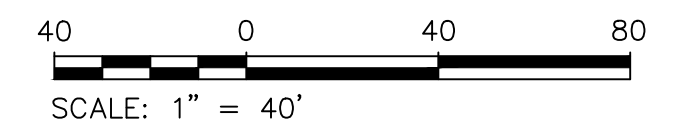
1. ALL DISTANCES ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
2. ALL DIMENSIONS ALONG THE PERIMETER BOUNDARY OF THE SUBDIVISION SHOWN HERON MATCH RECORD DATA PER R1 EXPECT WHERE INDICATED OTHERWISE.

BEARINGS SHOWN HEREON ARE BASED ON THE MAP, "TRACT NO 1493 - SEASIDE RESORT ESTATES SUBDIVISION PHASE 1A AND 1B" FILED IN VOLUME 24 OF CITIES AND TOWNS AT PAGE 11 IN THE OFFICE OF THE COUNTY RECORDER OF MONTEREY COUNTY. A CALCULATED BEARING OF N67°48'44"E 2041.49' BETWEEN FOUND MONUMENTS SHOWN ON SAID MAP, AS SHOWN HEREON IS THE BASIS OF BEARINGS FOR THIS SURVEY.

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	12°43'54"	234.00'	52.00'
C2	12°43'54"	250.00'	55.55'
C3	12°43'54"	266.00'	59.11'



	SUBDIVISION BOUNDARY
	LOT LINE
	CENTERLINE
	EASEMENT
	SET 3/4" IRON PIPE, "LS 8002"
	SET NAIL AND TAG IN CONCRETE
	SET BRASS DISC STAMPED "LS 8002" IN CONCRETE UNDERGROUND MONUMENT
	FOUND CENTERLINE MONUMENT AS NOTED
	FOUND MONUMENT AS NOTED
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
ESMT	EASEMENT
FD	FOUND
IP	IRON PIPE
N&T	NAIL AND TAG
PUE	PUBLIC UTILITY EASEMENT
(R)	RADIAL
SF	SQUARE FEET
SWE	SIDEWALK EASEMENT
(T)	TOTAL LENGTH
	EXISTING EASEMENT AS NOTED



TRACT NO. _____
PHASE 3
THE ENCLAVE

A 13.78 AC SUBDIVISION
OF THE LAND OF SHEA HOMES LIMITED PARTNERSHIP, BEING
PARCELS ONE AND TWO AS DESCRIBED IN THE GRANT DEED
RECORDED AS DOCUMENT NO. 2022012914, OFFICIAL
RECORDS OF MONTEREY COUNTY, LYING WITHIN
THE CITY OF SEASIDE, MONTEREY COUNTY, CALIFORNIA

PREPARED BY:

WHITSON ENGINEERS

6 HARRIS COURT, MONTEREY CALIFORNIA

DATE: JANUARY 9, 2023 SHEET 5 OF 6 JOB NO. 1057.23

1

BEARINGS SHOWN HEREON ARE BASED ON THE MAP, "TRACT NO 1493 - SEASIDE RESORT ESTATES SUBDIVISION PHASE 1A AND 1B" FILED IN VOLUME 24 OF CITIES AND TOWNS AT PAGE 11 IN THE OFFICE OF THE COUNTY RECORDER OF MONTEREY COUNTY. A CALCULATED BEARING OF N67°48'44"E 2041.49' BETWEEN FOUND MONUMENTS SHOWN ON SAID MAP, AS SHOWN HEREON IS THE BASIS OF BEARINGS FOR THIS SURVEY.

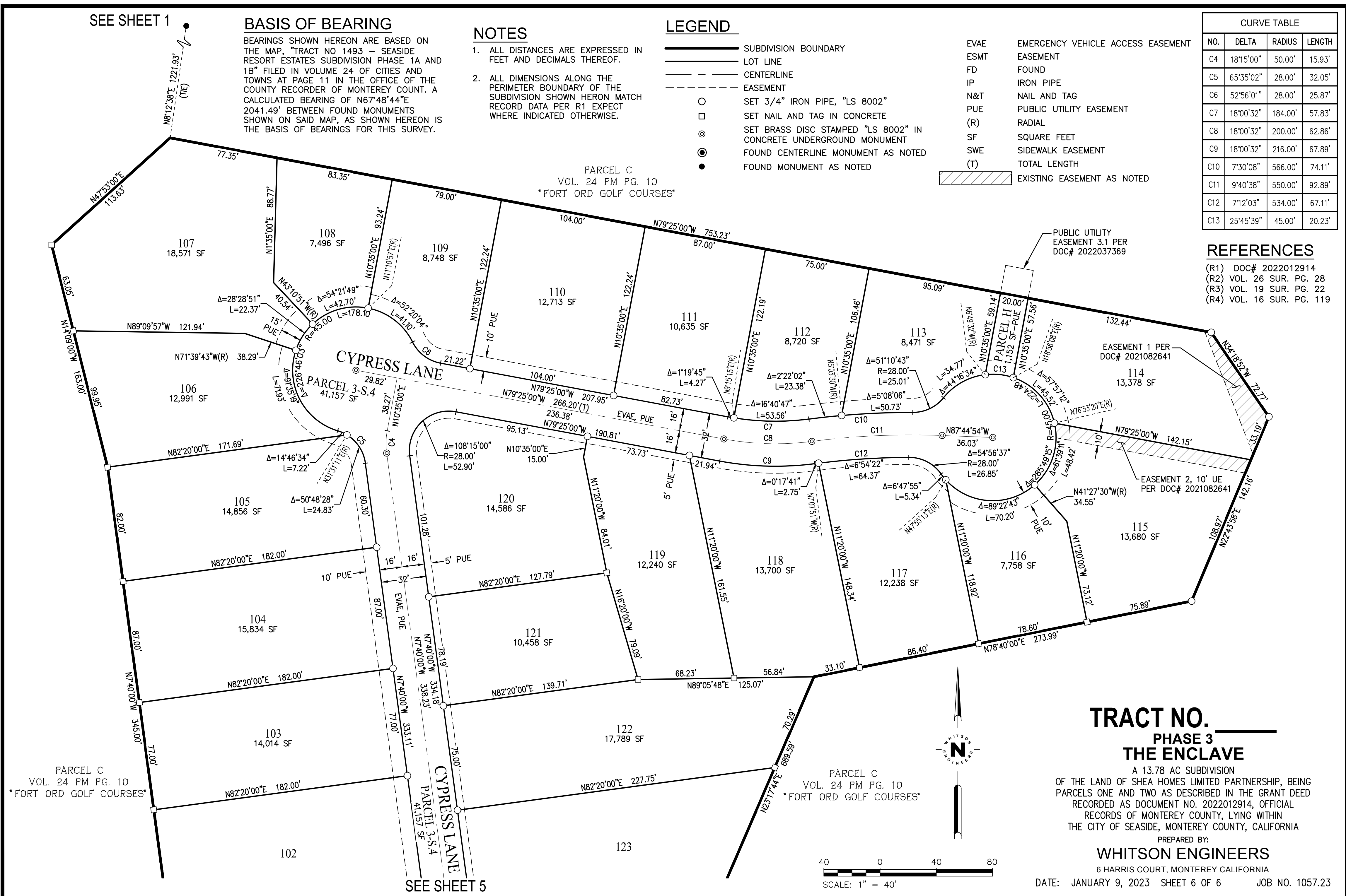
1. ALL DISTANCES ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
2. ALL DIMENSIONS ALONG THE PERIMETER BOUNDARY OF THE SUBDIVISION SHOWN HERON MATCH RECORD DATA PER R1 EXPECT WHERE INDICATED OTHERWISE.

—————	SUBDIVISION BOUNDARY
—————	LOT LINE
— — — — —	CENTERLINE
- - - - -	EASEMENT
○	SET 3/4" IRON PIPE, "LS 8002"
□	SET NAIL AND TAG IN CONCRETE
⊙	SET BRASS DISC STAMPED "LS 8002" IN CONCRETE UNDERGROUND MONUMENT
●	FOUND CENTERLINE MONUMENT AS NOTED
●	FOUND MONUMENT AS NOTED

EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
ESMT	EASEMENT
FD	FOUND
IP	IRON PIPE
N&T	NAIL AND TAG
PUE	PUBLIC UTILITY EASEMENT
(R)	RADIAL
SF	SQUARE FEET
SWE	SIDEWALK EASEMENT
(T)	TOTAL LENGTH
	EXISTING EASEMENT AS NOTED

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C4	18°15'00"	50.00'	15.93'
C5	65°35'02"	28.00'	32.05'
C6	52°56'01"	28.00'	25.87'
C7	18°00'32"	184.00'	57.83'
C8	18°00'32"	200.00'	62.86'
C9	18°00'32"	216.00'	67.89'
C10	7°30'08"	566.00'	74.11'
C11	9°40'38"	550.00'	92.89'
C12	7°12'03"	534.00'	67.11'
C13	25°45'39"	45.00'	20.23'

(R1) DOC# 2022012914
(R2) VOL. 26 SUR. PG. 28
(R3) VOL. 19 SUR. PG. 22
(R4) VOL. 16 SUR. PG. 119





CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: January 30, 2023

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN MUTUAL
ASSISTANCE AGREEMENT WITH MARINA COAST WATER
DISTRICT**

RECOMMENDATION

Adopt a resolution authorizing a Mutual Assistance Agreement with Marina Coast Water District.

BACKGROUND

The City desires to enter into a mutual assistance agreement with Marina Coast Water District. The Marina Coast Water District (MCWD) provides water, sewer, and recycled water to Central Marina and the Ord Communities, including the portion of Seaside within the former Fort Ord. MCWD is a County Water District, with a five-member elected Board of Directors. MCWD has approximately 9,700 service connections with a total staff of approximately 50 employees, and an operations staff of 20 employees.

The City of Seaside operates the Seaside Municipal Water System (SMWS) which serves approximately 800 customer connections. In addition, City staff maintains the sanitary sewer collection system for the Seaside County Sanitation District (SCSD), as well as maintains the storm drain system within the City. The City's Public Works staff totals 48 positions, with 26 employees dedicated to water and utilities.

Having a mutual assistance agreement would be beneficial for both parties given the limited staff assets and overlapping the service areas. The agreement would provide the necessary contractual language to recover the cost of equipment, labor, and materials should any of those assets be called upon by the neighboring agency. Further, the agreement includes language that addresses the fact that a response is strictly voluntary upon either party should they be called upon. This will prevent any hardship

to either party if the responding agency is already experiencing and/or responding to its own emergency.

The City of Seaside, SCSD and MCWD are all signatories to the California Water/Wastewater Agency Response Network (CAL WARN) Omnibus Mutual Assistance Agreement. That agreement, while similar, is specific to water and wastewater system emergencies. The proposed mutual assistance agreement is broader, allowing for any municipal service (such as storm response).

In October 2022, MCWD and the Castroville Community Services District entered into a mutual assistance agreement using the same language as in the proposed attached agreement.

FISCAL IMPACT

The initial expenditure on any use of either party's equipment, materials or labor would be expended from that party's funds, and those funds would then be replenished at the appropriate rate by the entity using assistance.

ATTACHMENTS

1. Resolution
 2. Mutual Assistance Agreement
-

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**ADOPT A RESOLUTION AUTHORIZING AN MUTUAL ASSISTANCE AGREEMENT
WITH MARINA COAST WATER DISTRICT**

WHEREAS, the City of Seaside, California is a municipal corporation that provides water and other services to approximately 32,100 City residents; and

WHEREAS, Marina Coast Water District (MCWD) is a County Water District that serves water, sewer, and recycled water to approximately 38,000 customers within Central Marina and the Ord Communities; and

WHEREAS, the MCWD service area covers about one-third of the City; and

WHEREAS, both entities operate with limited staffs and assets; and

WHEREAS, both the City and MCWD would benefit from a mutual assistance agreement should an emergency arise; and

WHEREAS, the mutual assistance agreement will provide cost recovery and voluntary response language to prevent unnecessary hardship between either entity.

NOW THEREFORE BE IT RESOLVED, that the City Council does hereby adopt a resolution to approve the Mutual Assistance Agreement with MCWD.

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute the Mutual Assistance Agreement and directs the City Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 30th day of January, 2023, 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

MUTUAL ASSISTANCE AGREEMENT

THIS MUTUAL ASSISTANCE AGREEMENT (this “Agreement”) is made and entered into effective as of _____, 2023, by and between the Marina Coast Water District, a public agency (the “MCWD”), and the City of Seaside, a municipal corporation (the “CITY”).

Recitals

A. The MCWD and the CITY have determined that it would be in their mutual best interests to periodically lend to each other equipment, supplies and personnel, and to otherwise cooperate with and assist each other in the event of an emergency or in other situations where one agency has insufficient resources to undertake a necessary public project or activity.

B. The parties desire to set forth herein the terms on which they may provide mutual assistance through the sharing of resources.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Requests for Assistance. In the event that either party to this Agreement (the “Borrower”) has a need for the equipment, supplies, personnel or other resources of the other party hereto (the “Lender”) for purposes of undertaking a necessary public project or activity, the Borrower may request that the Lender provide such resources. Any verbal request for assistance shall be followed with a documented request and shall become supporting documentation under this Agreement when assistance is granted. Any such request shall be submitted as follows:

If to the MCWD:

Address: 11 Reservation Road, Marina, CA 93933
Phone: (831) 384-6131
Email: rscherzinger@mcwd.org
Attn: Remleh Scherzinger

If to the CITY:

Address: 440 Harcourt Avenue, Seaside, CA 93955
Phone: (831) 899-6700
Email: JFontes@ci.seaside.ca.us
Attn: Jaime Fontes, City Manager

2. Discretion by Lender. The Lender shall have the absolute discretion to approve or decline any request for assistance and shall have no liability to the Borrower for failing to provide such assistance. It is understood and agreed that the Lender will grant a request for assistance only where the Lender has determined that it has the requested resources available and will be able to meet its own needs while rendering assistance. The execution of this Agreement shall not create any duty to grant any assistance requested by the Borrower.

3. Equipment. If the Lender loans equipment to the Borrower, such as, but not limited to construction equipment, vehicles, tools, pumps or generators, such loaned equipment shall be subject to the following conditions:

- (a) If the Lender so determines, the loaned equipment shall be operated by the Lender's personnel, which personnel will then be provided with the equipment.
- (b) Unless subsection 3(c) applies, the loaned equipment shall be returned to the Lender within the first to occur of (i) 24 hours after completion of the project for which the equipment was provided, or (ii) 24 hours after the Lender delivers to the Borrower a written request that the equipment be returned.
- (c) In the event the Lender has an emergency and in its discretion requires use of the loaned equipment and/or the associated Lender employees, the Borrower will immediately return the loaned equipment and/or release the recalled employees.
- (d) The Borrower shall, at its own expense, supply all fuel, lubrication and maintenance for the equipment during the assistance period, unless other arrangements are made.
- (e) The Lender will normally charge the Borrower for costs related to the use, transportation, handling, loading and unloading of the equipment. The costs will be determined by the Lender's adopted fees for the fiscal year in which the equipment was loaned. If a piece of equipment is not listed within the Lender's fee schedule, the rate shall be based on the then-in-effect Caltrans equipment rental rates. Each party shall provide to the other party the applicable fee schedule in effect when this Agreement is approved and whenever the fee schedule changes.
- (f) In the event that loaned equipment is damaged while in the custody or use of the Borrower, the Borrower shall reimburse the Lender for the reasonable cost of repairing such damage. If the equipment cannot be repaired or has been destroyed, the Borrower shall reimburse the Lender for the full actual replacement cost of the equipment. If the same make and model is not available, the cost of a similar make and model that is agreed upon by the Lender shall be used. If the Lender is required to lease replacement equipment while the loaned equipment is being repaired or replaced by the Borrower, the Borrower shall reimburse the Lender for such lease costs. The reimbursement obligations of this section shall be independent of, and in addition to, either party's insurance requirements as set forth in this Agreement.

4. Supplies. The Borrower shall reimburse the Lender in kind or at the actual replacement cost for the use of expendable or non-returnable supplies provided by the

Lender. Supplies of reusable items that are returned to the Lender in a clean and undamaged condition will not be charged to the Borrower.

5. Personnel. Wages, hours, and other terms and conditions of employment applicable to loaned personnel shall be those of the Lender. In the event that the Lender makes its personnel available to the Borrower, the Lender will normally charge the Borrower such personnel's applicable hourly rate plus fringe benefits and insurance, including workers' compensation insurance (loaded hourly rate), during the time the Lender's personnel is providing services to the Borrower, plus travel time. Personnel so loaned to the Borrower will take direction from the Borrower, but will follow work procedures and safety rules of the Lender at all times and remain under the direct supervision and control of the supervisory personnel of the Lender. Each party shall provide to the other party the applicable loaded hourly rates in effect when this Agreement is approved and whenever the loaded hourly rates change.

6. Term. This Agreement shall commence as of the effective date set forth above and shall continue until terminated by thirty (30) days written notice by one party to the other.

7. Insurance and Indemnity. MCWD and the CITY shall procure and maintain for the duration of the Agreement insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by MCWD and the CITY, their agents, representatives, employees or subcontractors.

(a) Coverage. Coverage shall be at least as broad as the following:

i. Workers' Compensation Insurance - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

ii. Waiver of Subrogation. MCWD and the CITY agree to waive all rights of subrogation against one another, including their elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of the insurance policy, which arise from work performed by or for MCWD and the CITY.

iii. Property Insurance – coverage for vehicles and equipment scheduled in the Association of California Water Agencies JPIA (see subsection v, below) against all risk of loss at Actual Cost Value.

If MCWD or the CITY maintains broader coverage and/or higher limits than the policy minimums required hereunder, MCWD and the CITY requires and shall be entitled to the broader coverage and/or higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to MCWD and the CITY.

iv. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to MCWD and the CITY.

v. Acceptability of Insurers - Insurance. Both parties are insured for Liability and Property by the Association of California Water Agencies Joint Powers Insurance Authority (JPIA). The parties shall coordinate with the JPIA on insurance coverages and conditions per the Memorandum of Coverage for all claims, losses, damages, injuries, costs and expenses (including attorneys' fees) and all liabilities of every kind, nature and description, directly or indirectly arising from or in connection with this Agreement. Other required insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or as otherwise approved by each party.

vi. Verification of Coverage. Each party shall furnish the other certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates are to be received and approved by MCWD and the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive MCWD and the CITY obligations to provide the certificates. MCWD and the CITY reserve the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

(b) Indemnity. The Borrower shall indemnify, defend and hold harmless the Lender and its officers, directors, employees and agents from all claims, losses, damages, injuries, costs and expenses (including attorneys' fees) and all liabilities of every kind, nature and description, directly or indirectly arising from or in connection with (i) the use by the Borrower or by the Borrower's employees, agents or contractors of equipment or supplies provided by the Lender, or (ii) any project or activity undertaken by the Borrower for which the Lender has provided resources or assistance pursuant to this Agreement; provided, however, that the Borrower shall not be required to indemnify, defend and hold harmless the Lender and its officers, directors, employees and agents to the extent any such claim, loss, damage, injury, cost, expense or liability is caused by the negligence or willful wrongful acts or omissions of the Lender.

8. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

10. Professional Fees. In the event of any action or suit arising in connection with the enforcement or interpretation of any of the covenants or provisions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses of the action or suit, including actual attorneys' fees, accounting fees and any other professional fees incurred in connection therewith.

11. Entire Agreement/Amendments. This Agreement (including all exhibits attached hereto) is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and communications with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by a written instrument signed by the party who is the beneficiary of the obligation. No waiver by any party shall, except as may otherwise be stated in such waiver, be applicable to subsequent obligations. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

12. Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

13. Governing Law. The parties hereto expressly agree that (i) this Agreement shall be governed by, interpreted under and enforced in accordance with the laws of the United States of America and the State of California, (ii) in the event of any dispute, the parties shall be subject to the jurisdiction of the courts of the State of California, regardless of their place of residence, and (iii) in any action arising in connection with this Agreement, venue shall be in the County of Monterey, State of California, United States of America.

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

15. Digital Signatures. In the event executed copies of this Agreement are provided by one party to the other(s) by facsimile, or email transmission, the original copies shall be sent by the signing party to the other party(ies) as soon as reasonably feasible, and pending the receipt thereof, the facsimile, or email copies and the signatures thereon shall for all purposes be treated as originals.

16. Further Assurances. The parties agree to take such actions and execute such documents as may be reasonably required to carry out the intent of this Agreement.

17. Assignment. Neither party may assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first set forth above.

MARINA COAST WATER DISTRICT

CITY OF SEASIDE

By: _____

By: _____

ATTEST:

ATTEST:

By: _____

By: _____



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: January 30, 2023

SUBJECT: ADOPT RESOLUTIONS FOR THE FUNDING REQUESTS OF MEALS ON WHEELS FOR \$50,000.00, BUILDING HEALTHY COMMUNITIES FOR \$100,000.00, AND SNIP BUS FOR \$10,000.00

RECOMMENDATION

Adopt the resolutions approving the funding in the amount of \$50,000.00 for Meals on Wheels, \$100,000.00 for Building Healthy Communities, and \$10,000.00 for SNIP bus.

BACKGROUND

On January 5th, the Council asked staff to bring forward the funding requests from Meals on Wheels, Building Healthy Communities and SNIP Bus. These organizations didn't meet the qualifications for funding within the Community Social Services Grant. Given the nature of the program types, these community-based organizations were selected per council discretion for additional consideration.

On January 19, 2023, the Council reviewed each application and approved funding limits for each organization. Meals on Wheels will be funded \$50,000, for their homes delivered program. Building Healthy Communities will be funded \$100,000 in support of their Seaside-based programs and SNIP Bus will be awarded \$10,000 in support of local spay and neuter efforts.

A. Meals on Wheels

Meals on Wheels of the Monterey Peninsula's (MOWMP) Home Delivered Meals program has been developed over the past 50 years to meet the complex nutritional health needs of frail, elderly and disabled homebound adults who cannot shop or cook for themselves and have no adult caregiver in the home. MOWMP continues to serve vulnerable seniors, disabled adults, and veterans across the Monterey Peninsula,

delivering 2.5 nutritious meals five days per week to the homebound.

Where once the Home Delivered Meals program acted as supplemental nutrition for homebound adults, it has now become the chief source of nutrition for a population significantly impacted by health challenges and a volatile economy. The program ensures that all frail elderly residents of Seaside who cannot shop or cook for themselves and who have no regular adult caregiver in the home receive daily healthy nutrition, tied to federal standards for adult nutrition.

Demand for meals in the City of Seaside has doubled in the past 24 months. They are requesting support to meet the ever-growing demand for nutrition and socialization. In fiscal years 19/20 and 21/22, they received \$40,000 (combined) in community social services grant funding in support of the homes delivered program.

B. Building Healthy Communities

Building Healthy Communities has been working within communities since 2010. As a resident-led organization, they focus on recruiting and developing community members who wish to impact their city or school through a healing-organizing lens. This past year, Building Healthy Communities Monterey County launched the COLIBRI (Collaboratively Organizing for Liberation, Inclusion and Breaking Racial Inequities) Racial Equity yearlong cohort.

The COLIBRI cohort had over 150 participants working across ten teams composed of resident leaders, organizers, community-based organizational leaders and systems leaders. The purpose of the cohort was peer learning and relationship building to assess and address the root causes of racial inequities in Monterey County through shifting power to communities of color for effective, sustained partnerships between government and the community, guided by racial equity plans.

They want to cultivate culture through collaboration. This integral work is shown through the Juneteenth program and work with Palenke Arts. The Seaside Rising Leadership Academy and their VIDA team (health literacy and equity) are just two examples of the programs they are operating in Seaside. The Council has previously expressed an interest in annual funding for Building Healthy Communities. In Fiscal year 21/22, they received \$105,318 in community social services grant funding in support of the youth leadership program.

C. SNIP Bus

Founded in 2016, SNIP Bus Mobile Spay and Neuter was created on a grassroots level to help meet the ongoing lack of affordable spay/neuter services for communities in need throughout Monterey County. SNIP is a low-cost spay and neuter clinic on wheels, which focuses its operations on the many underserved, often indigent pet owners in the low-income zip codes we serve. They provide accessibility and affordability for residents who otherwise would not be able to afford to have their pets spayed or neutered.

The mission of SNIP is to prevent the suffering & death of unwanted animals due to overpopulation and illness. They have treated over 43,000 pets in California. In fiscal year 19/20, SNIP received \$9,000 in funding for six months of services within the Police Departments Budget. While these spay and neuter clinics were held within the City of Seaside, they were open to other residents outside of Seaside who required services.

FISCAL IMPACT

Community Based Organization	Approved funding Amount
Meals on Wheels	\$50,000.00
Building Healthy Communities	\$100,000.00
SNIP Bus	\$10,000
Total	160,000.00

\$50,000.00 is available within the CSS Grant account 100-9250-4203, and \$110,000.00 will be allocated from the general fund.

ATTACHMENTS

1. Building Healthy Communities Resolution
2. Meals on Wheels Resolution
3. SNIP Bus Resolution

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH BUILDING HEALTHY COMMUNITIES IN SUPPORT OF THEIR SEASIDE PROGRAMS.

WHEREAS, On January 5th, the Council asked staff to bring forward the funding requests from Meals on Wheels, Building Healthy Communities and SNIP Bus. These organizations didn't meet the qualifications for funding within the Community Social Services Grant. Given the nature of the program types, these community-based organizations were selected per council discretion for additional consideration; and

WHEREAS, Building Healthy Communities has been working within communities since 2010. As a resident-led organization, they focus on recruiting and developing community members who wish to impact their city or school through a healing-organizing lens; and

WHEREAS, This past year, Building Healthy Communities Monterey County launched the COLIBRI (Collaboratively Organizing for Liberation, Inclusion and Breaking Racial Inequities) Racial Equity yearlong cohort. The purpose of the cohort was peer learning and relationship building to assess and address the root causes of racial inequities in Monterey County through shifting power to communities of color for effective, sustained partnerships between government and the community, guided by racial equity plans; and

WHEREAS, Building Healthy Communities want to cultivate culture through collaboration. This integral work is shown through the Juneteenth program and work with Palenke Arts. The Seaside Rising Leadership Academy and their VIDA team (health literacy and equity) are just two examples of the programs they are operating in Seaside; and

WHEREAS, The Council has previously expressed an interest in annual funding for Building Healthy Communities. In Fiscal year 21/22, they received \$105,318 in community social services grant funding in support of the youth leadership program; and

WHEREAS, On 11/19/2023 Council considered their application and voted to approve their funding request, authorizing \$100,000 from the general fund; and

WHEREAS, Building Healthy Communities is 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; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside do hereby direct the City of Seaside City Manager to execute on behalf of the City Council, the Building Healthy Communities contract not to exceed \$100,000, authorizing the finance director to make any necessary budget amendments.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 30th day of January 2023 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

AS TO FORM:

Sheri L. Damon

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MEALS ON WHEELS OF THE MONEREY PENINSULA.

WHEREAS, On January 5th, the Council asked staff to bring forward the funding requests from Meals on Wheels, Building Healthy Communities and SNIP Bus. These organizations didn't meet the qualifications for funding within the Community Social Services Grant. Given the nature of the program types, these community-based organizations were selected per council discretion for additional consideration; and

WHEREAS, Meals on Wheels of the Monterey Peninsula's (MOWMP) Home Delivered Meals program has been developed over the past 50 years to meet the complex nutritional health needs of frail, elderly and disabled homebound adults who cannot shop or cook for themselves and have no adult caregiver in the home. MOWMP continues to serve vulnerable seniors, disabled adults, and veterans across the Monterey Peninsula, delivering 2.5 nutritious meals five days per week to the homebound; and

WHEREAS, Where once the Home Delivered Meals program acted as supplemental nutrition for homebound adults, it has now become the chief source of nutrition for a population significantly impacted by health challenges and a volatile economy; and

WHEREAS, The program ensures that all frail elderly residents of Seaside who cannot shop or cook for themselves and who have no regular adult caregiver in the home receive daily healthy nutrition, tied to federal standards for adult nutrition.; and

WHEREAS, Demand for meals in the City of Seaside has doubled in the past 24 months. They are requesting support to meet the ever-growing demand for nutrition and socialization; and

WHEREAS, In fiscal years 19/20 and 21/22, they received \$40,000 (combined) in community social services grant funding in support of the homes delivered program.

WHEREAS, On 1/19/2023 Council considered the application for funding and voted to approved their request using the balance of the community social services grant funding; and

WHEREAS, Meals on Wheels will is 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; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside do hereby direct the City of Seaside City Manager to execute on behalf of the City Council, the Meals on Wheels Homes delivered program contract not to exceed \$50,000.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside
duly held on the 30th day of January 2023 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

AS TO FORM:

Sheri L. Damon

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH BUILDING HEALTHY COMMUNITIES IN SUPPORT OF THEIR SEASIDE PROGRAMS.

WHEREAS, On January 5th, the Council asked staff to bring forward the funding requests from Meals on Wheels, Building Healthy Communities and SNIP Bus. These organizations didn't meet the qualifications for funding within the Community Social Services Grant. Given the nature of the program types, these community-based organizations were selected per council discretion for additional consideration; and

WHEREAS, Founded in 2016, SNIP Bus Mobile Spay and Neuter was created on a grassroots level to help meet the ongoing lack of affordable spay/neuter services for communities in need throughout Monterey County; and

WHEREAS, SNIP is a low-cost spay and neuter clinic on wheels, which focuses its operations on the many underserved, often indigent pet owners in the low-income zip codes we serve. They provide accessibility and affordability for residents who otherwise would not be able to afford to have their pets spayed or neutered; and

WHEREAS, The mission of SNIP is to prevent the suffering & death of unwanted animals due to overpopulation and illness. They have treated over 43,000 pets in California; and

WHEREAS, In fiscal year 19/20, SNIP received \$9,000 in funding for six months of services within the Police Departments Budget.; and

WHEREAS, On 11/19/2023 Council considered their application and voted to approve their funding request, authorizing \$10,000 from the general fund; and

WHEREAS, SNIP Bus is 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; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside do hereby direct the City of Seaside City Manager to execute on behalf of the City Council, the SNIP Bus contract not to exceed \$10,000, authorizing the finance director to make any necessary budget amendments.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 30th day of January 2023 by the following vote:

AYES: COUNCIL MEMBERS:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

AS TO FORM:

Sheri L. Damon



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: January 30, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER EXECUTE CONTRACT AMENDMENT #2 TO THE PROFESSIONAL SERVICES CONTRACT WITH KIMLEY-HORN TO PROVIDE ADDITIONAL CAMPUS TOWN PROJECT MANAGEMENT SERVICES THROUGH JANUARY 30, 2024 IN AN AMOUNT NOT TO EXCEED \$455,200.00 TO BE REIMBURSED BY DEVELOPER OR PAID FOR OUT OF FORA DEMOLITION BONDS

RECOMMENDATION

Adopt resolution authorizing the City Manager to execute an amended professional services contract with Kimley-Horn to provide project management for Campus Town, for an amount not to exceed \$455,200.00.

BACKGROUND

Due to staff changes in the Economic Development and Community Planning Department, the City of Seaside has vacancies in key roles that provide project management and oversight of major functions for the Campus Town Development Project. In order to keep the Campus Town Project and other projects in the City moving forward, the City hired Kimley-Horn to provide project management and other services to the City. Kimley-Horn, in particular, who has a unique combination of skills, knowledge, and abilities that are directly aligned to the needs of the City of Seaside for the Campus Town Development project. **All fees and costs presented by this contract do not impact the General Fund, but instead are either reimbursed by the developer of Campus Town or paid for by the FORA demolition bonds.**

Kimley-Horn's team and services to date have been exemplary. Their extensive experience in the public and private arena is extensive and tailored to the reuse and land issues associated with military base reuse. In particular, Kimley-Horn's extensive

familiarity with the Campus Town project cannot be replaced. Instead, the proposal is to extend their project management through January 30, 2024 and to augment the budget with \$180,200.00 for a subconsultant to address demolition issues to ready the property for transfer to the Developer.

The City Manager executed an agreement with Kimley-Horn to provide project management and development services support for Campus Town Development Project in the amount of \$24,900 on March 3, 2022. The contract was amended and extended in April 2022 to provide for a year of project management and other services for a year (April 2022-April 2023) at the rate of \$25,000.00 per month (or \$300,000). This amendment proposes to extend the contract through January 30, 2024 for ongoing project management services and allocates \$180,200.00 for subconsultant fees, for a total contract amount of \$455,200.00. The City continues to need the services and requested another proposal from Kimley-Horn. The staff reviewed the proposal and determined the project scope and budget were reasonable.

With the new scope, Kimley-Horn may perform the following but not limited duties related to the Campus Town Development Project: Generally, those items are listed on Attachment 1 to the letter proposal of Kimley-Horn:

1. Project Management
 - a. Meeting Coordination
 - b. Project Schedule
 - c. Project correspondence and documentation
 - d. Retention of subconsultant, as needed and approved by the City.
2. Final Map
 - a. MMRP and COA General Conformance
 - b. Subdivision Improvement Agreement, draft in collaboration with the city for recommendation of approval
 - c. CFD (done)
 - d. Applicant Cost Estimate Review
 - e. Title Clean-up – assist and follow-up with In-House Counsel
 - f. License Agreement with Army – Assist staff in coordinating and documenting
 - g. Staff Report Preparation
3. Affordable Housing
 - a. Coordinate with the City in identifying compatible sites for off-site affordable housing
 - b. Planning Review and recommendation approval in collaboration with the City
 - c. Coordinate with MCWD on Water Allocation
 - d. Affordable Housing Agreement & Reporting Process
 - e. CEQA review for compliance
 - f. Staff Report Preparation

5. Building Permits for Phase IA (KB-Reimbursement, Project Specific)
a. Planning Review and General Conformance with underlying entitlements (Specific Plan, FEIR and Associated Conditions) for City staff designee sign-off

- Site Plan/Plot Plan
- Architectural Plans and details
- Landscape Plans and details

b. Public Work Review for city staff designee sign-off

Relocation of Fire Station No.2

- Preparation and or review of Request for Proposal of environmental and design scope of services
- Coordination with consultants and City staff

FISCAL IMPACT

No Impact to General Fund. All costs covered by Reimbursement Agreement with Developer or FORA Demolition Bonds

ATTACHMENTS

1. Resolution
2. Exhibit A - Professional Services Agreement Amendment #2
3. Campus Town Scope of Services
4. Professional Services Agreement
5. Professional Services Agreement Amendment #1

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER EXECUTE
CONTRACT AMENDMENT #2 TO THE PROFESSIONAL SERVICES CONTRACT
WITH KIMLEY-HORN TO PROVIDE ADDITIONAL CAMPUS TOWN PROJECT
MANAGEMENT SERVICES THROUGH JANUARY 30, 2024 IN AN AMOUNT NOT
TO EXCEED \$455,200.00**

WHEREAS, due to staff changes in the Economic Development and Community Development Department, the City of Seaside has vacancies in key roles that provide project management and oversight of major functions for the Campus Town Development; and

WHEREAS, the City has commenced with recruitment to fill multiple positions and hire a consultant on an interim basis to continue the City's progress on the Campus Town Project.

WHEREAS, Staff has identified one consultant, Kimley-Horn in particular that has the unique combination of skills, knowledge, and abilities that are directly aligned to the needs of the City of Seaside for the Campus Town Development project.

WHEREAS, on March 3, 2022, the City Manager approved a Professional Services Agreement with Kimley-Horn in the amount of \$24,900.00, to provide project management and development services support for the Campus Town Development Project; and

WHEREAS, on or about April 30, 2022, the City Manager approved Amendment #1 to the Professional Services Agreement with Kimley-horn to continue to provide project management and development services support for the Campus Town Development Project and related projects for a not to exceed amount of \$25,000.00 a month through and including April 30, 2023 for a total amount of \$300,000.00; and

WHEREAS, the need for continued Professional Services and subconsultant services have arisen to ensure the Campus Town Development project can continue to move forward at the allocation rate of \$180,200.00 for subconsultant services and an extension of additional project management costs of \$25,000.00 per month through January 30, 2024 in a total amount of \$455,200.00; and

WHEREAS, the costs of this contract increase are reimbursed to the City by the Developer or paid for through the FOR A Bond proceeds for demolition activities on the former Fort Ord.

WHEREAS, Staff has determined the proposed scope of work and budget are reasonable and within the approved budget; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute Amendment #2 to the Professional Services Agreement with Kimley-Horn, in substantially the form as attached as Exhibit A, as such form may be finally reviewed and approved by the City Attorney, to continue to provide project management, subconsultant, and development services support for the Campus Town Development Project and related projects in the total amount of \$455,200.00 through January 30, 2024.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 30th day of January, 2023, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

CONTRACT AMENDMENT #2
PROFESSIONAL SERVICES
City of Seaside

Date: January 25, 2023

Change Requested by: X City/District Consultant

Contract Date

 03/03/2022

Project Name

 Campus Town Project Management Services

To (Consultant): Kimley-Horn Associates, 1100 W. Town & Country Road, Suite 700, Orange, CA 92868

You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project. The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

MODIFY the following text in **Section C, “Compensation”**

The City shall pay Consultant on a time and materials basis in accordance with the standard billing rates shown in Exhibit B, attached hereto, not to exceed twenty-five thousand dollars (\$25,000) per month starting February 1, 2023, through January 31, 2024, for services described Exhibit A and Subconsultant fee estimated at one-hundred eighty-thousand and two-hundred dollars (\$180,200), for a total estimated fee of four-hundred and fifty-five-thousand and two-hundred dollars (\$455,200).

MODIFY the following text in **Section D, “Expenses”**

City will reimburse for professional services and expenses at cost upon submission of receipts. Expenses incurred specific to Campus Town efforts are considered in addition to Compensation and are passed through to the Campus Town Developer.

MODIFY the following text in **Section F, “Term”**

The term of this agreement shall commence on January 30, 2023, with contract beginning on February 1, 2023, and terminate January 31, 2024.

ADDITION the following text in **Sub-Section G of Section O, “Miscellaneous”**

By execution of this Agreement, Amendment or Task Order, Client understands Consultant will retain Subconsultant to provide the services described herein solely for the administrative convenience of the Client. Client acknowledges that Consultant will not: engage in the work with the Subconsultant; direct the work of the Subconsultant; or review the work product of Subconsultant, nor will the Consultant be held liable for the Subconsultant’s work in any way. See contract for balance of addition.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$24,900	\$25,000/ month	\$25,000/ month \$180,200	\$455,200
Amendment 1 Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
12 Months	April 30, 2023	9 months	January 31, 2024
SUBMITTED BY:			
	Nisha Patel Public Works Director/ City Engineer		
Signature	Name and Title		Date
CITY APPROVAL BY:			
	Jaime N. Fontes City Manager		
Signature	Name and Title		Date
CONSULTANT ACCEPTANCE BY:			
	Nikki Kerry Principal		
Signature	Name and Title		Date

January 25, 2023

Submitted Electronically

Ms. Nisha Patel
Public Works Director/ City Engineer
CITY OF SEASIDE
440 Harcourt Avenue
Seaside, CA 93955

RE: Campus Town – Project Contract Services Letter Agreement

Dear Ms. Patel:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to City of Seaside (“Client”) for providing project management and general civil, planning and landscape oversight for the processing of subdivision, improvement plans, building plans and associated agreements specific to the Campus Town Redevelopment Project (“Project”) and related project efforts, located on the Fort Ord Reuse Authority (FORA) property. This redevelopment project is understood to be undertaken by KB-Bakewell (“Applicant”) through separate agreement(s) previously negotiated and executed with the Client.

The scope of services can be generally described as follows:

SCOPE OF SERVICES

- a. Kimley-Horn and Associates, Inc. (Kimley-Horn) will provide as-needed consulting services to the Client for general development services support specific to the Project and related project efforts, which can consist of: strategic planning, entitlement, State policy, CEQA and permitting guidance, review work products prepared by Client or Client’s Consultant Team (contracted separately), help direct Client’s staff in deliverable preparation, communicate with the Agencies as appropriate, and attend in-person and virtual meetings as directed by Client. See Attachment 1, “Outline of Anticipated Work Effort.”
- b. To fulfill this role, Kimley-Horn will require a blend of Kimley-Horn staff consisting of administrative and other professional technical support staff typical of entitlement and land development project management functions. Where reasonably applicable both junior and senior staff will be employed to execute the tasks requested.
- c. Kimley-Horn consulting services will be provided by means of virtual video and tele-conference calls, email correspondence, occasional in-person meetings, such as City Council, Planning Commission or Milestone Meetings specifically directed by the Client. Consistent onsite Kimley-Horn staff is NOT anticipated for this effort. Travel time and related travel expenses for in-person meetings shall be reimbursed per the terms and conditions of this agreement.

- d. Kimley-Horn will rely upon Client's staff to provide all project financial and legal analysis and directives. This also includes preparation of review fees, development impact fees, transportation impact fees, etc. for the Project.
- e. It is understood that the Client will make all decisions related to the Project, agreements with and directives to the Applicant, as well as review and approve any efforts undertaken by Kimley-Horn on their behalf.
- f. The Applicant shall be responsible to furnish all Project design/construction documents and reports, as required by the Client, municipal code, state and federal jurisdiction, and development agreements. Kimley-Horn will rely upon the accuracy and completeness of all documents, surveys, reports, plans and specifications provided by the Client, Applicant or by others for whom the Consultant is not legally responsible. The Client acknowledges that verifying the accuracy and completeness of such items is not part of the Consultant's scope of services.
- g. Kimley-Horn shall not provide design services, direction, or construction documents for the Project, unless a separate specific Task Order agreement outlining the scope and fee for such services is issued.
- h. The rates provided in Attachment 2 are effective through June 2023. Subsequent rate increases will be reviewed in June of each year, starting June 2023. The actual rate increase will vary based on then current conditions.

FEE

Kimley-Horn will perform the Scope of Services described above "T&M Budget" on a labor fee plus expense basis, up to \$25,000 in labor fees per month ("base monthly labor fee"). Should Scope of Services fee exceed the set per month basis, Kimley-Horn will notify the Client and determine if requested services be moved to following month, or if necessary, receive authorization to exceed the base monthly fee for defined services and estimated fee. Labor fee will be billed on an hourly basis according to our then-current rates (enclosed). Services specific to Campus Town will be invoiced separately from general consultant services related project efforts under the responsibility of the city, per direction from City staff.

As related to these as-needed tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ADDITIONAL SERVICES IF REQUIRED

Should other distinct Kimley-Horn consulting services, such as preparation of civil drawings, landscape drawings, CEQA documents, marketing, etc., be requested then a separate proposal outlining these scopes of services will be prepared and presented to Client for approval. Such Additional Services, once approved by Client, will be contracted for under a separate individual Task Order.

SCHEDULE

The Client and Kimley-Horn shall mutually identify and agree on deliverable dates as reasonably applicable, with the expected time from to take through Phase IA of Campus town and into Subsequent Phases.

DELIVERABLES

Kimley-Horn will provide deliverables that coincide with the requested services, which can include entitlement summaries, environmental summaries, preliminary development schedules, checklists, reporting documents, etc. Deliverables will be confirmed with the Client prior to initiating.

ACCEPTED



CITY OF SEASIDE

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: Nikki Kerry, P.E. (CA 58449)

TITLE: _____

TITLE: Principal

DATE: _____

DATE: January 25, 2023

ATTACHMENTS:

1. Outline of Anticipated Work Effort
2. Kimley-Horn Rate Schedule

ATTACHMENT 1

Outline of Anticipated Work Effort

PROJECT SPECIFIC, PROJECT REIMBURSEMENT

1. Project Management

- a. Meeting Coordination
 - Scheduling
 - Meeting Notes
 - Follow-up Actions
- b. Project Schedule
 - In coordination with City staff and Applicant prepare Master schedule for Phase 1A
 - Provide bi-weekly updates
 - Monthly Report of Action that Occurred, Projected Actions for following Month and Critical Milestone Status
- c. Project correspondence and documentation
- d. Retention of subconsultant, as needed and approved by City.

2. Final Map

Map and improvement plans are assumed to be final and approved by staff.

- a. MMRP and COA General Conformance
- b. Subdivision Improvement Agreement, draft in collaboration with the city for recommendation of approval
- c. CFD (prepared by others) – assist in coordinating for city approval
- d. Applicant Cost Estimate Review
- e. Title Clean-up – assist and follow-up with In-House Counsel
- f. License Agreement with Army – Assist staff in coordinating and documenting
- g. Staff Report Preparation

3. Affordable Housing

- a. Coordinate with City in identifying compatible sites for off-site affordable housing
- b. Planning Review and recommendation approval in collaboration the City
- c. Coordinate with MCWD on Water Allocation
- d. Affordable Housing Agreement & Reporting Process
- e. CEQA review for compliance
- f. Staff Report Preparation

4. MCWD Coordination

- a. LAFCO Annexation
- b. Infrastructure Agreement

5. Building Permits for Phase 1A (KB-Reimbursement, Project Specific)

- a. Planning Review and General Conformance with underlying entitlements (Specific Plan, FEIR and Associated Conditions) for City staff designee sign-off
 - Site Plan/Plot Plan
 - Architectural Plans and details
 - Landscape Plans and details
- b. Public Work Review for city staff designee sign-off

- Finished Grading
- Infrastructure (supplemental, and in-tract)
- Landscape Improvements
- Encroachment
- c. Model Home Review
- d. Code Compliance Review
- e. Application Processing in collaboration with the City

RELATED PROJECT EFFORTS, CITY RESPONSIBILITY

6. Demolition

- a. Permitting oversight and coordination of city activities
- b. License Agreement, draft for in-house council
- c. Staff support as needed

7. CFD

- a. Coordination with CFD consultants.
- b. Staff report preparation
- c. Staff support as needed

8. Public Easements

- a. Coordination with Public Works on review and approval
- b. Coordination with the Applicant and their consultant team

ATTACHMENT 2**Kimley-Horn Rate Schedule****Hourly Labor Rate Schedule**

Classification	<i>Rate</i>
Analyst I	\$120 - \$165
Analyst II	\$145 - \$210
Professional	\$200 - \$240
Senior Professional I	\$230 - \$285
Senior Professional II	\$315 - \$375
Senior Technical Support	\$100 - \$235
Technical Support	\$95 - \$155
Support Staff	\$80 - \$140

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up.

Sub-Consultants will be billed per the Contract



**CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT
Campus Town Project Management Services**

This agreement is made by and between the City of Seaside (City), and Kimley-Horn Associates, Inc. (Consultant).

- A. Engagement: The City agrees to engage the Consultant to provide (DESCRIBE SERVICES TO BE PROVIDED) as described in Exhibit A, attached hereto and, hereinafter referred to as "the Project."
- B. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: The City shall pay consultant on a time and materials basis in accordance with the standard billing rates shown in Exhibit B, attached hereto, not to exceed twenty-four thousand and nine-hundred dollars (\$24,900).
- D. Expense Reimbursement: City will reimburse for professional services and expenses at cost upon submission of receipts.
- E. Method of Payment: The City shall pay within 30 days in accordance with Consultant's Fee Schedule, attached hereto, upon receipt of a written invoice from Consultant detailing services rendered.
- F. Term: The term of this agreement shall commence on February 28, 2022 and terminate April 30, 2022.
- G. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- H. Indemnity: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, employees and affiliates ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, to the extent caused by the negligent or wrongful act, error or omission of Consultant, its officers, affiliates, employees or subconsultants (or any individual that

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

- I. **Duty to Defend:** Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.
- J. **Insurance:** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as follows;

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

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

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

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

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

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

L. Ownership of Work Product:

- a. Ownership of all imagery, reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this agreement, whether or not completed, shall vest with the City.
- b. Materials developed under this agreement are the property of the City and may be used by the City as it sees fit, including the right to distribute, review or publish the same without limitation.
- c. The City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.
- d. Any modifications made by City to any of the Contractor's documents, or any use, partial use or reuse of the documents, for purposes other than identified in this Agreement, without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Contractor, and the City shall indemnify, defend and hold the Contractor harmless from all claims, damages, losses and expenses, including but not limited to attorney's fees, resulting therefrom.

M. Assignment

- a. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, Ms. Cobb and Mr. Sekeroglu shall perform the services described in this Agreement.
- b. Ms. Cobb and Mr. Sekeroglu may use assistants under his/her supervision to perform services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of the project manager from Consultant's employ. Should he/she leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this

Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Engineer and the Consultant.

N. Conflict of Interest

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

O. Miscellaneous:

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

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

Approved

Dated: February 25, 2022

Consultant: Kimley-Horn Associates



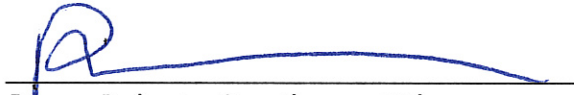
By: Nikki Kerry, P.E. (CA 58449)

Title: Principal

1100 W. Town & Country Road, Suite 700,
Orange, CA 92868

Dated: 3/31, 2022

City of Seaside:



By: Roberta Greathouse Title:

City Manager

Attachments:

Exhibit A
Exhibit B

Scope of Work
Standard Billing Rates

Exhibit A

Scope of Work

For this immediate effort, Kimley-Horn Associates, Inc. (KH) will provide consulting services to assess the required work effort to create a project approach and confirm required processing, permits, and agreements. Based on the understanding of required work effort, we will develop a schedule for the implementation and execution of the Campus Town Development Project. Our team will coordinate with all water and wastewater agencies, including California American Water, Monterey Peninsula Water Management District, and Monterey County Pollution Control Agency to create the most effective work plan. This effort assumes up to 60 hours over two months to develop a strategic work plan in matrix format and schedule from kick-off through implementation.

Exhibit B
Standard Billing Rates

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst	\$135 - \$185
Professional	\$180 - \$235
Senior Professional I	\$230 - \$310
Senior Professional II	\$300 - \$330
Senior Technical Support	\$140 - \$210
Support Staff	\$105 - \$125
Technical Support	\$110 - \$150

Effective through June 30, 2022

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

Date: April 11, 2022

Change Requested by: X City/District Consultant

Contract Date

Project Name

03/03/2022

Campus Town Project Management Services

To (Consultant): Kimley-Horn Associates, 1100 W. Town & Country Road, Suite 700, Orange, CA 92868

You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project.

The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

MODIFY the following text in **Section F, "Term"**

This agreement shall commence on the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 30, 2023 unless sooner terminated pursuant to the provisions of this agreement.

MODIFY the following text in **Section A, "Engagement"**

Consultant shall perform the tasks described and set forth in Exhibit A and Exhibit A1 attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A and A1.

MODIFY the following text in **Section C, "Compensation"**

The City shall pay the consultant on a time and materials basis in accordance with the standard billing rates shown in Exhibit B, attached hereto, not to exceed twenty-four thousand and nine hundred dollars (\$24,900) with an additional not to exceed \$25,000 a month starting after April 30, 2022 for up to one year.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$24,900	\$0.00	\$25,000/ month	\$24,900 plus \$25,000/month
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
12 Months	April, 30, 2022	48	April, 30, 2023

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

SUBMITTED BY:		
	for Trevin Barber Assistant CM/Econ.Dev/Comm. Dev.	4-12-22
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Roberta Greathouse Acting City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Nikki Kerry Principal	04.12.2022
Signature	Name and Title	Date



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Samantha Alcaraz, Human Resources Analyst

DATE: January 30, 2023

**SUBJECT: ADOPT A RESOLUTION CREATING THE PART-TIME
CLASSIFICATION OF COMMUNITY ENHANCEMENT SPECIALIST
FOR THE BUILDING AND CODE ENFORCEMENT DEPARTMENT
AND APPROVE PROPOSED SALARY**

RECOMMENDATION

Adopt a resolution to create a new part-time classification of Community Enhancement Specialist and amend the Fiscal Year 2022-23 General Fund Budget and Salary Schedule.

BACKGROUND

The Community Enhancement Specialist will be a part-time hourly position assigned to the Building and Code Enforcement Division. This position will serve as a support to both the community and the department by actively assisting in improving the overall perception and well-being of general conditions throughout the community. The incumbent will provide field information and details observed throughout the city limits in relation to neighborhood and community beautification and preservation. This includes, but not limited to, responding to citizen complaints; reports of violations; identifying vacant residences and businesses while checking regularly for transient activity, graffiti, and other forms of vandalism.

The Community Enhancement Specialist position will work mainly Monday through Friday with possible weekend and evening assignments. The hourly pay rate will be \$20.08- \$26.93 per hour.

FISCAL IMPACT

The fiscal impact for FY 2022-23 is estimated to be \$6,964.87 and for FY 2023-24, the

annual cost is \$18,556.05.

ATTACHMENTS

1. Community Enhancement Specialist part time job description_1
 2. Resolution_Community Enhancement Specialist
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

City of Seaside
Community Enhancement Specialist
\$20.08 - \$26.93 per hour
Part-Time (Average of 25 hours per week)

SUMMARY:

To actively assist in improving the overall perception and well-being of general conditions throughout the community. Receives supervision from the Code Compliance Coordinator, department head, or other assigned manager. This position does not exercise supervision over any other staff. Works mainly M-F 8a-12p, with possible weekend and evening assignments.

DUTIES:

1. Under general supervision, provides field information and details observed throughout the city limits in relation to neighborhood and community beautification and preservation.
2. Provides field support to the City's code enforcement program of City regulations and ordinances, including those pertaining to zoning, public nuisance, building codes, health and safety, blight, graffiti, dumping, and other matters of public concern.
3. Receives and responds to citizen complaints; reports on alleged violations of zoning and related municipal codes and ordinances.
4. May include interviewing complainant and witnesses; conducting investigations and providing recommendations for resolution.
5. Identify vacant residences and businesses; check vacant buildings regularly for transient activity, graffiti, and other forms of vandalism.
6. Maintain accurate documentation on all inspections and other job related activities including accurate and detailed information to substantiate violations; provide drawings, diagrams, illustrations and take photographs.
7. Provide daily, monthly, and annual reports to the Code Enforcement Department.
8. Create and update maps relating to code compliance activities as needed.
9. Other duties as assigned.

EXAMPLES OF DUTIES:

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below.

1. Investigate complaints; provide photograph or video record evidence of violations; report findings to Code Enforcement; conduct follow-up investigations to ensure compliance with applicable codes and ordinances; develop and maintain accurate case files.
2. Respond in writing, by phone, and in person to inquiries as directed by the Code Compliance Coordinator, department head, or other assigned manager, visit businesses and residential properties regarding complaints and follow-up activities.

3. Assist in preparing abatement cases; notices and required correspondence and documents; and follow up to ensure compliance with local and state requirements.
4. Participate in the preparation of documentation for submission to the City Attorney to for noncompliance of code requirements.
5. Provide information to violators, the general public, business community and other government agencies regarding municipal requirements; respond to questions, complaints and inquiries.
6. Maintain records related to violations observed; prepare a variety of written reports, memoranda and correspondence relating to public nuisances, zoning violations, noise, smoke, vehicles, junk, litter and related issues.

REQUIREMENTS:

Requires a California Drivers' License and acceptable driving record.

KNOWLEDGE, SKILLS, AND ABILITIES:

All interns must possess the following knowledge, skills, and abilities:

- An interest in the public service.
- Ability to prioritize work and be self-motivated.
- Effective written and verbal communication skills.
- Ability to effectively present information and respond to questions from managers and the general public.
- Read, write, analyze, interpret, and explain governmental regulations.
- Correctly prioritize cases and exercise sound judgment.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; stand; use hands to finger, handle, or feel objects, tools, or controls, reach with hands and arms, and talk or hear. The employee is occasionally required to walk, sit, climb or balance, and stoop, kneel, crouch, or crawl. The employee may be required to lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.

RESOLUTION NO. 23-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE CREATING
THE CLASSIFICATION OF PART-TIME COMMUNITY ENHANCEMENT
SPECIALIST AND MODIFYING THE SALARY SCHEDULE TO REFLECT THE
ORGANIZATIONAL CHANGE**

WHEREAS, the part-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 Community Enhancement Specialist position;

WHEREAS, the Community Enhancement Specialist will be assigned to the Building and Code Enforcement Division, and paid a top step hourly of \$26.93; and

WHEREAS, the addition of this position will enhance the City's services and beautify the community will providing valuable support; and

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

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves creating the new part-time position and salary as proposed.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 30th day of January 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ATTEST:

Ian N. Oglesby, Mayor
City of Seaside

Dominique Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: January 30, 2023

**SUBJECT: APPROVE A FEE WAIVER FROM THE VILLAGE PROJECT INC
FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN
FOR THEIR MAE C. JOHNSON EDUCATION & CULTURAL
ENRICHMENT ACADEMY CELEBRATION OF EXCELLENCE EVENT
ON MAY 19, 2023**

RECOMMENDATION

Approve a fee waiver request from The Village Project INC. in the amount of \$576.56 for the use of Laguna Grande Hall and Kitchen for their Mae C. Johnson Education & Cultural Enrichment Academy Celebration of Excellence Event.

BACKGROUND

The Village Project is requesting a fee waiver for the use of Laguna Grande Hall and kitchen for their Celebration of Excellence for the students at their Mae C. Johnson After- School Academy. At the end of each school year since its inception, the After-School Academy has hosted an event that honors the achievements of the students who finish their program. The vast majority of these students become academic achievers for the first time as a result of this program. They are rewarded each year with certificates from various elected officials from our region, which include the Mayor, County Supervisor, and State Senator.

This event has been held annually at the Oldemeyer Center and all fees were waived in the past. Staff recommends that the organization provide the non-refundable portion of the maintenance deposit and provide insurance coverage for the event. Those fees are deposited into the janitorial and maintenance fund to pay for the costs associated with the upkeep and maintenance of the facility.

FISCAL IMPACT

Should the City Council approve the request for full fee waivers for the event, the approximate fiscal impact is as follows:

Laguna Grande Hall & Kitchen Rental Fee 10.25 Hours @ \$56.25	\$576.56
<u>Non-Refundable Deposit</u>	<u>\$ 98.25</u>
TOTAL	\$674.81

Should the City Council approve staff recommendation to waive all rental fees but require payment for the non-refundable deposit only, the fiscal impact is \$576.56.

ATTACHMENTS

1. Fee Waiver Village Project - Mae C. Johnson After-School Academy Celebration of Excellence 2023
 2. The Village Project, Inc - 501(c)(3)
-

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

Terry Navarro - Online Form Submittal: Fee Waiver Request Form

From: <noreply@civicplus.com>
To: <dmeewis@ci.seaside.ca.us>, <tnavarro@ci.seaside.ca.us>
Date: 1/3/2023 4:10 PM
Subject: Online Form Submittal: Fee Waiver Request Form

Fee Waiver Request Form

Policy Regarding Room Rental Fees & 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 sevens 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: 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 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. Fundraising activities of any nature do not qualify for fee waivers. 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 number in attendance.

A City-sanctioned organization is defined as "any community-based group or organization that in cooperation with the Recreation Services Department, provides 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.

Contact Information

Organization	The Village Project Inc
Name	Jamelle Jones
Address	5 Ascot ct
City	Seaside
State	CA
Zip Code	93955

Phone Number	8313921500
Email Address	Jamelle@VillageProjectinc.orgq
Event Information	
Event Title	Ceremony of Excellence
Event Date	5/19/2023
Event Description	Ceremony for students that participated in our Academy
Rooms Requested	Laguna Grande Hall
Approximate Number of Guests	100
Start Time (Please Include Set-up)	12:00 AM
End Time (Please Include Clean-up)	8:30 PM
Additional Information	
What is the reason for requesting a fee waiver?	Non - Profit Organization
Have you received a fee waiver in the past?	Yes
What is your organization's tax identification number?	61-1562515
What percentage of your member or participants reside in Seaside?	100%
Is your organization based in Seaside?	Yes
Is your organization able to provide liability insurance?	Yes
Will alcohol be served or sold at your event?	No
Electronic Signature Agreement	I agree.
Electronic Signature	Jamelle Jones

Email not displaying correctly? [View it in your browser.](#)



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

CONTACT INFORMATION:

ROOM: Laguna Grande Lombo

Organization: The Village Project Inc.

Name of Applicant: Same as above

Address: 1069 Broadway Ave #201 City: Seaside Zip: 93955

Phone: (831) 392-1500 Email: janelle@villageprojectinc.org

Day of Event Contact Name and Phone Janelle Jones / (831) 392-1500

☒ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: Ceremony of Excellence

*Please attach invitation or flyer if available.

Event Date: May 19, 2023 Approximate Number of Guests: 100

Reservation Time: 10 AM - 8:30 PM Event Time: 5 PM - 7 PM

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

Special Instructions: _____

Request to use the City's: ☒ Podium ☒ Microphone ☒ Projector Screen
*Subject to availability **Projectors and other electronic equipment will not be provided

	Yes	No		Yes	No
Is the event open to the public?	☐	☒	Will refreshments be served?	☒	☐
Will admission be charged?	☐	☒	Will refreshments be sold?	☐	☒
Are you a non-profit organization?	☒	☐	Will you be using the kitchen?	☒	☐
Will there be music?	☒	☐	Will alcohol be served?	☐	☒
Will there be live music and/or DJ?	☐	☒	Will alcohol be sold?	☐	☒
Name of band or DJ: <u>N/A</u>			*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: _____

Date: 01-03-2023

(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 1/2 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

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



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

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.

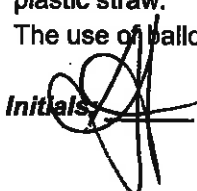
24. **SUPPLIES:** City staff is not authorized to provide supplies for your event.
25. **SECURITY GUARDS:** One guard per fifty participants is required for events that serve alcohol and/or have live/DJ music or dancing. The City reserves the right to require security for events.

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 cancellation, 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: 



**SEASIDE
CALIFORNIA**

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 cancellation 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

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

DEPARTMENT OF THE TREASURY

SEP 09 2008

Date:

THE VILLAGE PROJECT INC
C/O MEL MASON
1069 BROADWAY AVE
SEASIDE, CA 93955

Employer Identification Number:
61-1562515
DLN:
17053190321048
Contact Person:
KIM NGUYEN ID# 31525
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 14, 2008
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
June 30, 2012
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

THE VILLAGE PROJECT INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC
Statute Extension

Letter 1045 (DO/CG)

Part X Public Charity Status (Continued)

- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety. ☐
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☒
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☐
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status. ☐

6 If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

- a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling. ☒

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

Mel Mason
(Signature of Officer, Director, Trustee, or other authorized official)

MEL MASON
(Type or print name of signer)

CLINICAL DIRECTOR
(Type or print title or authority of signer)

6-30-08
(Date)

For IRS Use Only

Robert Clac
(Signature of IRS Director, Exempt Organizations)

SEP 09 2008

(Date)

- b **Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii). ☐

- (i) (a) Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. ☐
- (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box. ☐
- (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person**. If the answer is "None," check this box. ☐
- (b) For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box. ☐

- 7 Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ Yes ☒ No



State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 9 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY 14 2008

Debra Bowen

DEBRA BOWEN
Secretary of State

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

THE VILLAGE PROJECT, INC.

FILE NUMBER: C3100002
FORMATION DATE: 05/14/2008
TYPE: DOMESTIC NONPROFIT CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of March 12, 2012.

Debra Bowen

DEBRA BOWEN
Secretary of State



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: January 30, 2023

SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM THE SEASIDE HIGH SCHOOL BOYS BASKETBALL PROGRAM

RECOMMENDATION

Approve a request from Seaside High School Boys Basketball Program for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with purchasing equipment, uniforms, basketballs, practice gear, warmup shirts, and travel gear.

BACKGROUND

The Seaside High School Boys Soccer Program is requesting a donation of \$3000.00 from the Mayor's Youth Fund to cover the costs associated with purchasing various equipment such as; uniforms, basketballs, practice gear, warmup shirts, and travel gear. The Seaside High School Boys Basketball Program teaches the players the importance of character, sportsmanship, life skills and the importance of achieving excellence at school and in the community. After every game and practice, they encourage all their athletes to clean up the areas they have used as well as the surrounding areas. They also collect all the plastic bottles and cans for recycling purposes.

Based on the information provided, staff has determined that the application meets the requirements of the Mayor's Youth Fund Policy. Seaside High School Boys Basketball Program received their last donation at the January 20, 2022 City Council meeting. They submitted their 2022 Mayor's Youth Fund Closing Report within the 60 day time frame.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance in the Mayor's Youth Fund account (601-2106) is \$50,349.43. If the City Council approves this request, the balance will decrease to \$47,349.43. This is 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. MYF Seaside High School Boys Basketball 2023
 2. W-9 Seaside High School Boys Basketball 2023
 3. Mayors Youth Fund Closing Report Seaside High School Boy's Basketball 2022
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is written over a horizontal line. Below the line, the name "Jaime M. Fontes, City Manager" is printed in black text.

Jaime M. Fontes, City Manager

Terry Navarro - Online Form Submittal: Mayor Youth's Contribution Request

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>, <dmeewis@ci.seaside.ca.us>, <tnavarro@ci.s...>
Date: 1/11/2023 9:51 AM
Subject: Online Form Submittal: Mayor Youth's Contribution Request

Mayor Youth's Contribution Request

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 Applications

Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving a majority of Seaside residents (50%) that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth Fund if the funding is not used to support religious activities such as: Religious instruction, Sunday School, and Worship. 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 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 W-9 form.*

Evaluation Process & 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 in the following area.)*
- *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. In addition, funding will be limited to one contribution per year (every 12 months).

- *Individuals - 25% of the total cost of the activity (not to exceed \$1,000)*

- Groups up to 20 people - up to \$1,500

- Groups of 21 or more people - up to \$3,000

Payment Process

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

Funding Requirements

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

Individual Requests

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

Name of Organization	Seaside High School Boys Basketball
Name	Alex Hudson
Email Address	ahudson@mpusd.k12.ca.us
Address	305 METZ RD
City	SEASIDE
State	CA
Zip Code	93955
Phone Number	9167929720
Additional Phone Number	Field not completed.
Percentage of Residents or Students of Seaside	100

Number of Participants 45-50

Ages of Participants 14-18

Criteria

Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more from the following list:

Athletic

Are you funding a reward for one of these activities? Yes

Description of event, activity or program funding pertains to: All funds will be used to enhance the boys basketball program here at Seaside HS. We have 3 teams, a freshman team, a junior varsity and varsity team and have around 45 kids either playing or participating with our program

Attach Additional Information as Necessary *Field not completed.*

Description of how the funds will be specifically used for youth groups activities/events and has a nexus to the goals of recycling, cleanup and "green" sustainability to insure a healthy environment: We need all basic necessities that are required for a high school program to be able to compete at a championship level. Things like new uniforms for lower level programs, new basketballs, storage equipment and training tools such as foam rollers and stretching bands, our program is starting from from the ground up. I also want to be able to give the students that participate clothing items that they can keep and not have return year after year, items like practice gear, shooting warmups shirts and travel gear.

What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request? We recycled the used gatorade bottles last year, and we also have our game day snack bar as well as on-line fundraising activities as well. Last year we started recycling plastic gatorade bottles after games and participating in general "campus beatification" projects like picking up trash or pulling weeds. This year I want to expand that into our community during the spring by having a beach clean-up day.

Total Amount Requested: 3000

Electronic Signature Agreement I agree.

Electronic Signature Alexander Hudson

Date 1/11/2023

Email not displaying correctly? [View it in your browser.](#)

Request for Taxpayer Identification Number and Certification

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

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

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

Monterey Peninsula Unified School District

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

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

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

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

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

☒ Other (see instructions) ► K-12 School District

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

700 Pacific Street/P.O. Box 1031

Requester's name and address (optional)

6 City, state, and ZIP code

Monterey, California 93942-1031

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

77 - 03 20712

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

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.

MAYOR'S YOUTH FUND CLOSING REPORT * Date

Mayor's Youth Fund was approved by council:

01/20/2022

Name of Organization: Seaside Boys Basketball

Contact: Alex Hudson

Address: 2200 Noche Buena 93955

Email//Phone: ahudson@mpusd.k12.ca.us 9167929720

Amount of Donation Received: 3000

What Items were purchased with Mayor's Youth Fund Donation: This year we used those funds to supply some basic necessities for our program. Those items included equipment like basketballs & racks to store them, training/performance equipment used for player development, and clothing items like practice jerseys that were provided free of charge to the players in my program.

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. Our focus this season was on recycling and the beautification of our campus and gym. We collected plastic bottles from the school day and from our snack bar and used that money to help fund pregame team meals. Our team was also responsible for daily maintenance, cleaning in and around the gym, not only clearing it from clutter by picking up garbage and sweeping the gym daily, but we also took time to focus and discuss how we can, as an individual, reduce the large amount of waste that we produce daily. It seemed to be a very eye-opening experience for my players. By making them spend the time daily to clean, just to have it trashed again the next day, was very frustrating for them. My players started to organically come up with solutions, like using reusable water bottles instead of plastic ones, because they finally noticed just how much trash plastic bottles truly create daily. Another positive outcome of this daily beautification was the change in behavior about putting trash in a trash can. Most of my players didn't really think anything about throwing trash on the ground, because I felt that most of them had a "it's only one small

wrapper, who cares?” kind of attitude. But by picking up those small wrappers daily, and seeing just how time consuming and frustrating it is, my players started to not only do a better job themselves of cleaning up, but also applying peer pressure to other students who littered (mainly because they knew they had to clean it themselves, but it was a promising start). We made such an impact that I was approached by one of the custodians here who wanted to know if we were the ones cleaning up and to thank us for taking so much off of his plate.

My goal for next year is to expand our impact into the community by holding 3 different “beautification days” throughout the year in different locations, one in the fall, one in winter and one in spring. By doing this, I hope it connects our athletes more intimately to their city, giving them pride for their work and builds a love and pride of the community that they grow up in.

Signature: Alex Hudson, Seaside Boys Basketball Head Coach

Date: 2/27/22

***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.**



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Samantha Alcaraz, Human Resources Analyst

DATE: January 30, 2023

SUBJECT: ADOPT RESOLUTION TO MODIFY THE POSITION CONTROL LIST FOR POLICE AND CITY MANAGER TO ADD THREE ADDITIONAL POLICE OFFERS, DELETE TWO POLICE CORPORALS, CHANGE ADMINISTRATIVE ANALYST II TO ADMINISTRATIVE ANALYST I, ADD ECONOMIC DEVELOPMENT DIRECTOR AND DELETE ASSISTANT CITY MANAGER - ECONOMIC DEVELOPMENT

RECOMMENDATION

Adopt a resolution to modify the Position Control List for Police and City Manager, to add three additional Police Officers, delete two Police Corporals, replace the Administrative Analyst II position with Administrative Analyst I and delete Assistant City Manager - Economic Development and add one Economic Development Director.

BACKGROUND

After a comprehensive review of the Seaside Police Department programs and staffing, it has been determined that more effective use of public safety personnel will result from a realignment of the Patrol Division. This includes the addition of three Police Officers, the deletion of two Police Corporal positions, and lowering the classification of Administrative Analyst II to Administrative Analyst I. After considering historical norms and future demands, additional Police Officers are needed in order to fulfill their mission and leveraging the talents of existing personnel to deliver quality service.

The Fiscal Year 2022/23 Adopted Budget includes funding for a full-time Assistant City Manager - Economic Development position. The Economic Development Director will be an FLSA exempt position assigned to the Executive Managers classification and its annual salary, if adoption and approval is made, will save an annual cost difference of \$48,376.64.

FISCAL IMPACT

The Fiscal Impact for FY 2022-23 to modify the position list for both City Manager and Police is an estimated \$16,942.47.

ATTACHMENTS

1. Modify Position List Resolution
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**MODIFYING THE POSITION CONTROL LIST TO ADD THREE POLICE OFFICERS,
DELETE TWO POLICE CORPORALS, DELETE ADMINISTRATIVE ANALYST II, ADD
ADMINISTRATIVE ANALYST I, DELETE ASSISTANT CITY MANAGER-ECONOMIC
DEVELOPMENT AND ADD ECONOMIC DEVELOPMENT DIRECTOR**

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

WHEREAS, after considering historical norms, current opportunities, and future demands, it has been determined to be advantageous to modify the recommended positions; and

WHEREAS, the reorganization will greatly assist the Seaside Police and City Manager Department in fulfilling its mission and leveraging the talents of existing personnel to deliver quality service; and

WHEREAS, this results in the following changes to the Position Control List:

<u>Position</u>	<u>Current Allocation</u>	<u>New Allocation</u>
Police Officer	23	26
Police Corporal	2	0
Administrative Analyst II	1	0
Administrative Analyst I	0	1
Assistant City Manager	2	1
Economic Development Director	0	1

WHEREAS, the Police Corporal positions will remain active on the Classification Plan; and

WHEREAS, the Finance Division is authorized to make the budget adjustments that are necessary as a result of this change.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves modifying the position allocation list to reflect the needs of the Police and City Manager Department.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 30th day of January by the following vote:

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

Ian N. Oglesy, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Ashley Collick, Assistant City Manager

DATE: January 30, 2023

SUBJECT: ADOPT A RESOLUTION APPROVING THE ROAD CLOSURE OF BROADWAY AVENUE FROM HILLSDALE STREET TO ALHAMBRA STREET FOR THE BROADWAY WALK OF FAME UNVEILING & RIBBON CUTTING CEREMONY

RECOMMENDATION

Adopt resolution closing Broadway avenue from Hillsdale to Alhambra.

BACKGROUND

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

The "Broadway Walk of Fame" will provide a unique attraction that enhances and encourages a walkable downtown. The ultimate goal is to honor those individuals who have made a significant and lasting contribution to the quality of life – who have, indeed, cast a long shadow on Seaside's history. Each star (aka plaque) will honor local Seaside residents and serve as a living historical record of our achievements as a community.

In 2022, the following honorees were approved by the Council to receive a star:

Honoree	Walk of Fame Category
Helen Rucker	Civics and Government
Carlos Ramos	Community and Social Equality
Col. Alfred Glover	Community and Social Equality
Mayor Jerry Smith	Civics and Government
Ruthie Watts	Community and Social Equity
Dr. Bettye Lusk	Education

Unfortunately, the block party scheduled for October 2022 (around the City's Birthday) was canceled as we experienced supply chain delays due to unforeseen circumstances. Installation of the plaques started on January 26, 2023.

The City of Seaside will be holding a Ribbon Cutting and Unveiling Ceremony for the Broadway Walk of Fame that is open to the public on February 11, 2023 from 1pm - 3pm.

The staff is requesting a road closure of Broadway Avenue from Hillsdale Street to Alhambra Street between the hours of 12:00 p.m. and 4:00 p.m. on February 11, 2023, to ensure the safety of the public.

FISCAL IMPACT

There is no fiscal impact for this item.

ATTACHMENTS

1. Draft Resolution Ribbon cutting

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 21-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE CLOSURE OF BROADWAY AVENUE FROM HILLSDALE STREET TO ALHAMBRA STREET FOR THE BROADWAY WALK OF FAME UNVEILING AND RIBBON CUTTING CEREMONY

WHEREAS, The City of Seaside will be a holding Ribbon Cutting and Unveiling Ceremony for the Walk of Fame program that is open to the public;

WHEREAS, the closing of Broadway Avenue from Hillsdale Street to Alhambra Street is necessary between the hours of 12:00 p.m. and 4:00 p.m. on February 11, 2023 to ensure the safety of the public;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves the closure of Broadway Avenue from Hillsdale Street to Alhambra Street to ensure the safety of the public using this portion of roadway during this event.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 30th day of January 2023 by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: January 30, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH CONSERVATION TECHNIX TO PREPARE THE PARKS MASTER PLAN FOR A NOT TO EXCEED AMOUNT OF \$130,880.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to enter into an agreement for professional services with Conservation Technix to prepare the Parks Master Plan.

BACKGROUND

The City of Seaside seeks to develop a Parks Master Plan with the goal of developing a community-supported plan that provides guidance for future development and redevelopment of the City's parks and recreation facilities. The Master Plan will guide policy development, prioritize demands and opportunities, and generate a strategic action. The plan will seek to incorporate energy efficient strategies and environmental remediation opportunities, and will include elements that ensure the consideration of racial equity in resource allocation and service development. The last City of Seaside Parks and Recreation Master Plan was completed in 2005.

On October 3, 2022, the Recreation Department issued a Request for Qualifications (RFQ) seeking a qualified firm to prepare the Parks Master Plan. Two proposals from the following firms were received by the deadline of November, 4, 2022. The staff's desire was to find a multidisciplinary team of park planners, landscape architects, and recreation specialists that were primarily in-house with limited use of sub-consultants.

- Conservation Technix, Orinda, California
- PROS Consulting, Brownsburg, Indiana

The proposals were reviewed by staff for comment and rating. Each proposal was reviewed and rated based on the following evaluation criteria:

- Relevant Firm Experience
 - Applicants service capabilities as it relates to this project.
 - Three comparable projects.
 - Three references.
 - Any litigation, arbitration, or claims filed by or against the project owner.
 - Applicants' capacity and intent to proceed without delay if selected for this work.
- Team Experience and Qualifications
 - Team member position and role on project.
 - Experience working together on similar projects.
 - Proposed sub-consultants
- Project understanding and approach.
- Other Factors
 - Current workload
 - Williness to abide by City of Seaside's standard form agreements.
 - Statement regarding assurances that this project will not result in a conflict of interest.

The weighting of the proposal's rating was based on the following formula:

- Breadth of Quality of Service listed in scope of work - 20 points
- Qualifications of key personnel to be assigned to the anticipated project and tasks that coincide with the Scope of Work - 30 points
- Demonstrate the ability to successfully provide services for projects of a similar complexity and nature - 15 points
- Organization and presentation and content of proposal. - 10
- Favorable references from past clients and associates. Deliverables submitted on time within budget. - 10 points

Total of 85 points

Based on the scores, Conservation Technix emerged as the preferred consultant.

Conservation Technix Consultant Team

Conservation Technix has significant expertise in park and recreation planning, including over fifteen years of experience in community-based planning, facilitation, and project management. They offer a creative and meaningful community engagement process which will be responsive to Seaside's diverse community and will also help build facilitation capacity within staff, providing lasting effects on the community. In addition, Conservation Technix has an all-in-house team which will make the lines of

communication more efficient.

As alternatives to approving this resolution, the City Council could:

1. Approve the resolution with modifications.
2. Request that staff negotiate the agreement, scope of work and budget and return to the Council for further consideration.
3. Take no action regarding this resolution.
4. Direct staff to reissue an RFP.

Based on Conservation Technix and their team's expertise in park and recreation, facilitating, preparing community-wide driven plans, and a track record of producing a quality work product on time and within budget. It is recommended that the City Council adopt the attached resolution authorizing the City Manager to execute an agreement for professional services with Conservation Technix to prepare the Parks Master Plan.

The preparation of the Parks Master Plan will guide programs and service delivery in support of the City Council Strategic Priorities of:

- Diverse and Inclusive Community
- Community Safety & Quality of Life

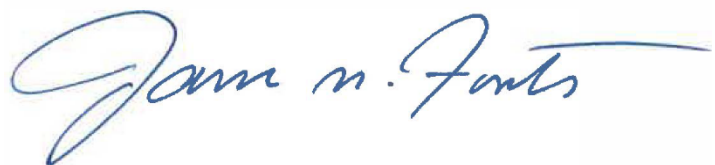
FISCAL IMPACT

The authorized agreement amount is not to exceed One Hundred Thirty Thousand Eight Hundred Eighty dollars (\$130,880.00). The funding source for the agreement is in the City's 2022-2023 Fiscal Year Capitol Projects - Parks Budget account number 342-8910-9576. Two Hundred Thousand Dollars (\$200,000.00) was budgeted in the 2022-2023 Fiscal Year budget for the Parks Master Plan.

ATTACHMENTS

1. Resolution
2. Exhibit A - Proposal & Scope of Work
3. Exhibit B - Fees Schedule
4. Exhibit C - Professional Services Agreement
5. Exhibit D - Request for Qualifications for Master Plan

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "James M. Forts". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jaime M. Fontes, City Manager

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH CONSERVATION TECHNIX TO PREPARE THE PARKS MASTER PLAN FOR A NOT TO EXCEED AMOUNT OF \$130,880

WHEREAS, the City of Seaside seeks to develop a Parks Master Plan with the goal of developing a community supported plan that provides guidance for future development and redevelopment of the City's parks, and recreation facilities; and

WHEREAS, the Master Plan will guide policy development, prioritize demands and opportunities, and generate a strategic action plan to be updated every three years; and

WHEREAS, the Master Plan will seek to incorporate energy efficient strategies and environmental remediation opportunities, and will include elements that ensure the consideration of racial equity in resource allocation and serve development; and

WHEREAS, on October 3, 2022, the City released a Request for Qualifications (RFQ) seeking a qualified firm to prepare a Parks Master Plan and received two proposals by the submittal deadline of November 4, 2022; and

WHEREAS, based on review of the written proposals Conservation Technix was identified as the preferred consultant; and

WHEREAS, Conservation Technix team has demonstrated knowledge of the Seaside community, has experience facilitating and preparing community-driven plans, and a track record of producing quality work product on time and within budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to enter into a professional services agreement with Conservation Technix to prepare a Parks Master Plan for an amount not to exceed One Hundred Thirty Eight Hundred and Eighty dollars (\$130,880).

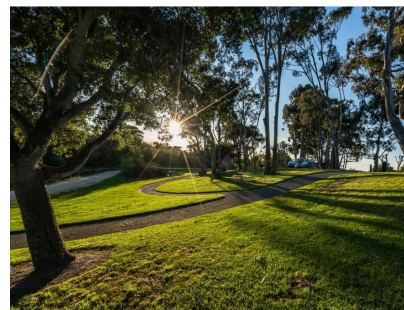
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of January by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk



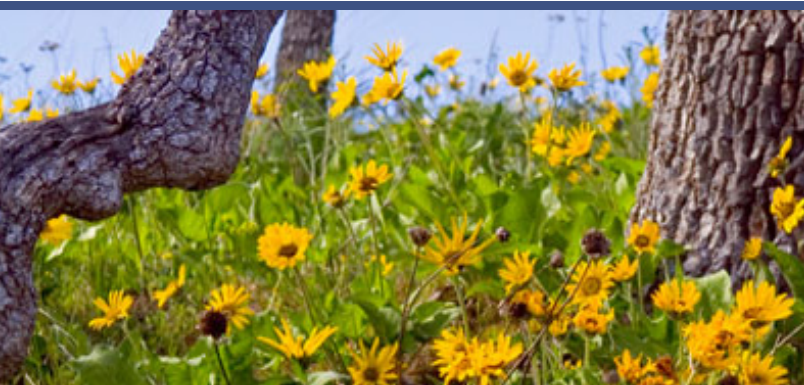
Proposal & Qualifications

City of Seaside Parks Master Plan



CONSERVATION
TECHNIX

PO Box 885, Orinda, CA 94563
conservationtechnix.com
503.989.9345



Assisting local agencies and non-profits finance
and conserve greenspaces today.

PLANNING TODAY...
GREENING TOMORROW



CONSERVATION
TECHNIX



4 November 2022

City of Seaside
Recreation Department
Attn: Dan Meewis, Recreation Director
986 Hilby Avenue
Seaside, CA 93955

RE: Statement of Interest for the 2023 Parks Master Plan

Dear Mr. Meewis and members of the Selection Committee:

Conservation Technix is pleased to submit our team's qualifications in response to your solicitation. With **special focus and significant expertise** in park and recreation planning, Conservation Technix is a well-qualified choice to assist Seaside in updating its Parks Master Plan. With 16 years of experience in community-based planning, facilitation and project management, the firm provides a creative, solutions-oriented approach to projects and excels at integrating long-range planning, implementation strategies and fiscal analysis into its work.

Corporate Information:

Conservation Technix Inc
Federal EIN: 20-4481835
CA Corp. ID: 3762079

Authorized Representative & Lead Contact:

Stephen Duh, Principal
PO Box 885, Orinda, CA 94563
503-989-9345
steve@conservationtechnix.com

Our team is distinguished in many ways:

- Our team has **extensive experience with community-based, park and open space planning** and includes service-sector leaders in all aspects of the project. We have successfully completed parks, recreation and open space plans, needs assessments and strategic plans with municipalities across the western US. Our team includes Certified Park and Recreation Planners (CPRP), certified Planners and registered Landscape Architects experienced in municipal park planning and design.
- We have successfully completed several Parks and Recreation System Plans using **COVID-19 sensitive public engagement**, while also expanding engagement participation and inclusion.
- As a team, we will be **very accessible to the City** from our main office in the East Bay. We successfully have completed recent, similar projects for Salinas, Monrovia, Dinuba, St. George (UT) and Mercer Island (WA), among others.
- We **understand the needs and challenges of park and recreation service delivery** with significant hands-on experience and insight as former, public sector park agency staff. As such, the Conservation Technix team offers a **client-side perspective** on issues of communications, policy, funding and operational demands. Our staff have implemented multi-million dollar bond programs, established voter-approved park districts and managed park acquisition programs.
- Our small size and talented staff offer **efficiency, economy and personalized attention**. We will be nimble, flexible and responsive and produce a plan uniquely suited to the City's needs.

This is an exciting and important endeavor for the City. We encourage you to contact our references and look forward to working with your community in support of a vital parks and recreation program.

Sincerely,

Steve Duh, Principal



- ▶ 16 years specializing in PROS planning and outreach
- ▶ National experience and focus working with growing jurisdictions
- ▶ Tools and tactics to engage the community, including online and virtual options
- ▶ Over 100 comprehensive park system master plans completed since 2006

1. Project Team

Introduction

Conservation Technix is excited about the opportunity to submit our qualifications for the Seaside Parks Master Plan and has organized an experienced, professional team with the **knowledge, expertise and capacity** to meet the timeline and challenges of this critical, community project. Our team brings the unique perspective as former municipal park planners, and as such, we understand the nuances related to policy development and public involvement and the need for **succinct, implementable and realistic** planning documents. The project team brings significant, direct public-sector experience to this project, including park and trail system planning, recreation and facility planning, and implementation strategy.

Our team is guided by the principle that the active use and conservation of open spaces promotes the environmental, social and economic vitality of communities. We see parks and recreation as an **essential and core building block** to community livability and as a means to **promote healthy lifestyles and economic vitality**. We are committed to a lively and rich community-based planning process that encourages broad resident input.

Our team will be **nimble, flexible and responsive**, while providing creative solutions built on recent public sector park experiences, and our team will be guided by significant principal and senior staff involvement throughout the duration of the project.

The chart highlights the organization and primary roles of the team.



Park & Recreation Planning, Outreach, Capital Planning, Policy, Project Coordination

Steve Duh, Principal-in-Charge

Jean Akers, AICP, PLA

Michelle Kunec-North, Associate
Project Support Staff



Core Competencies & Specialized Experience

This proposal will demonstrate that our team has the capacity and experience to engage the City on every aspect of park and recreation planning; **we are a full-service team**. Conservation Technix has led and managing over 40 community-based, parks planning projects in the past 5 years, and we have significant local experience.

- Park, trail & recreation system planning is our **core focus and specialty**.
- Our team has the **technical know-how** to facilitate a smooth and dynamic planning process.
- As **former public-sector planners**, we are a strong partner in facilitating public and advocacy group input.
- We offer **significant, specialized experience** and the capacity to work as an extension of staff and collaborate across multiple departments.
- We craft **actionable plans with clear strategy** and policy direction.

In addition to traditional parks and recreation master plans, Conservation Technix has developed plans that incorporate other aspects of **community livability** into our plans. These include in-depth trails plans with design standards, healthy community and active lifestyle approaches, arts and culture policies, funding strategies and clear implementation tools. We recognize the challenges related to financing improvements requested by the community, and we devote considerable energy to building a capital improvements plan that is both thoughtful and affordable, but also includes smaller projects to build momentum and that can utilize volunteers to grow future supporters.

Our team offers a tremendous depth of experience with **community engagement and public opinion surveys**, ranging from large public meeting presentations, to workshop-style open houses, to intimate stakeholder conversations. We also have capabilities for online engagement as an option for clients during the current health crisis and as a way to accommodate and hear from those who might not attend an in-person event. Our approach will help build a plan that focuses on more than just the programs and facilities that make up the parks system – it will frame parks and recreation in light of local economic, social and personal benefits.

Our team also offers a unique method of assessing service areas and system deficiencies. We utilize a network-based **walkshed gap analysis** that can illustrate areas of the city with optimal parkland access, as well as highlight areas underserved by park and recreation facilities through an equity lens. Our approach to service standards is based on the local context, available landbase and the potential for opportunities to expand. We aim to offer **locally-appropriate and well-reasoned standards** built from staff and community guidance.

Lastly, our team includes **leaders in parks and recreation planning**, and we bring the unique experience as former public park agency staff. This is important because we understand from your perspective the challenges of growing a system, making projects pencil out and having the resources to maintain them. We have prepared park district feasibility studies that look at revenue potential and operational loads. We also have prepared detailed proformas for expansive park development programs that are built on realistic capital cost estimates, known and projected revenues and known and anticipated operating expenditures for growing park and recreation systems.

With every project, we strive to be **innovative, visionary and strategic**, while crafting an actionable plan that is also practical and functional. Our plans help clients take action and build partnerships.

There are no requirements of the RFQ that our team cannot meet.

Firm Profiles



Conservation Technix
PO Box 885
Orinda, CA 94563
Phone: 503-989-9345
conservationtechnix.com

Conservation Technix :: Primary Consultant

Since 2006, Conservation Technix has assisted local government and non-profit organizations in efforts to finance and conserve greenspaces through innovative solutions and dynamic strategy development and provides the following professional services:

- Comprehensive Park, Recreation and Open Space Planning
- Public Involvement & Facilitation
- Fiscal, Policy and Trend Analyses
- Urban Forestry Management Plans
- Conservation Strategy, Real Property Acquisition & Grant Writing

Conservation Technix specializes in developing comprehensive park system master plans that address park and recreation facilities, open space and trails, programs and services, maintenance, and future staffing and funding strategies. Through significant and relevant experience in public administration and management, Conservation Technix's staff have "on the ground" knowledge of plan implementation, marketing and finance strategy development, along with a keen understanding of the requisite integration of capital facility planning, budgeting and operations. Conservation Technix's approach to open space planning enables substantial public involvement and engenders guidance from policymakers to ensure an implementable plan adapted to specific community goals. At our core, we are a planning firm that embraces and respects community-based public processes and aims to use public engagement to build community understanding for and support in client projects.

The firm is registered in California, and all of our professional staff have experience as public sector park planners, with over 85 years of combined experience.

Staff Qualifications

We have the capacity and experience to engage the City on every aspect of park and recreation planning. Our team understands your needs from your perspective, and we can work closely with the City as an extension of staff to **enable a smooth, efficient plan development and review process.**

Steve Duh, the firm's principal, will be the project manager and point of contact with Seaside. He will keep the team cohesive and well-directed, while facilitating for creative, strong ideas. Jean Akers, Senior Associate, will act as the alternate representative on the project. All key personnel will be available throughout the duration of this project, and the chart summarizes team personnel and their roles.

		Roles							
		Park System Planning	Inventory & Assessment	Standards & LOS	Public Involvement	Needs Assessment	Capital Planning & Finance	Goals & Strategies	Availability
Conservation Technix	Steve Duh, CPRP, PIC	L	s	L	L	s	s	L	65%
	Jean Akers, PLA, AICP	L	s	s	L	L	L	L	60%
	Michelle Kunec-North	s		s	s	L		s	35%
	Support staff				s				10%

NOTE: "L" refers to Lead staff person; "s" refers to support.

Steve Duh, CPRP, Principal, Conservation Technix



- Certified Parks & Recreation Professional
- NRPA Rocky Mountain Revenue Management School
- Master of Urban and Regional Planning, Portland State University
- B.S., Environmental Science, SUNY College of Environmental Science & Forestry

Steve is a Certified Park and Recreation Professional and has over 20 years experience in public sector and non-profit program management. Steve brings six years of hands-on public agency experience as program manager for Vancouver-Clark Parks and Recreation Department (WA) where he helped establish a voter-approved parks district to enable a \$40 million program of park development, established an off-leash dog area program, managed the park impact fee program and led several interagency plans. Steve will lead the system planning, including policy frameworks, strategies and partnership opportunities. As project manager, he will be responsible for the timeliness and completeness of team work and providing overall quality control on the project.

Key Experience

- Parks, Recreation Centers & Library Services Master Plan, Salinas, CA
- Parks & Recreation Master Plan, Santa Fe, NM
- Parks Master Plan, Monrovia, CA
- PROS Plan, Mercer Island, WA
- PenMet Parks District Plan, Gig Harbor, WA

Jean Akers, PLA, AICP, Senior Associate, Conservation Technix



- Registered Landscape Architect
- Certified Planner
- Master of Science, Horticulture; Ohio State University
- Bachelor of Landscape Architecture; Temple University
- Bachelor of Agriculture; Ohio State University

Jean is a certified Planner and registered Landscape Architect with over 27 years of significant local and state park planning and design experience. With professional experiences that range from site-specific landscape design to community and regional approaches for land conservation, development and use, Jean can work across multiple scales with a diverse cross-section of stakeholders. She is effective at leading participation processes through her years as college instructor, project manager, planner and public speaker. She will lead system planning.

Key Experience

- Parks & Recreation Master Plan, Dinuba, CA
- RPOS Plan, Mountlake Terrace, WA
- PROS Plan, Clark County, WA
- Parks & Recreation Master Plan, St. George, UT

Michelle Kunec-North, Associate, Conservation Technix



- Master of Community & Regional Planning; U of Oregon
- B.S., Environmental Science; University of Virginia
- Bachelor of Urban & Environmental Planning; University of Virginia

Michelle is a planner with 14 years of experience in multi-sector public facility planning, including parks, green infrastructure and transportation systems. She has developed coordinated parks, open space, trail and other public facility plans for several Northwest cities, including available land assessments, short- and long-term acquisition strategies and revenue analyses. Michelle is committed to creating healthy, active communities and has led collaborative, multi-agency partnerships to integrate health and equity in public planning and policy. She will support system planning and lead system analytics.

Key Experience

- Parks Master Plan, Monrovia, CA
- Citywide Parks Master Plan, Gladstone, OR
- Citywide Recreation Master Plan, Delano, CA
- PROS Plan; Ridgefield, WA

Project Management & Team Coordination

Conservation Technix has developed a solid foundation of interdisciplinary expertise to provide the most reliable and responsive services possible to our clients. One key advantage is our size and efficiency. As a small, independent firm, we can quickly and directly respond to your requests and provide consistency in communications. We do not over-commit on multiple projects, and by focusing on our core expertise, we effectively manage our workload and maintain availability for new assignments.

Conservation Technix is committed to clear, consistent and timely communication with City staff and the project team. We will hold periodic project coordination meetings with staff to review and discuss work products, prepare for community outreach, refine objectives and develop plan implementation strategies. We also understand that our public sector clients value continuity, so we make a conscientious effort to maintaining the same assigned team members throughout the duration of a project. By providing the City with a consistent workforce, we enhance our relationship with you and will be able to quickly and efficiently address any issues or concerns that may arise.

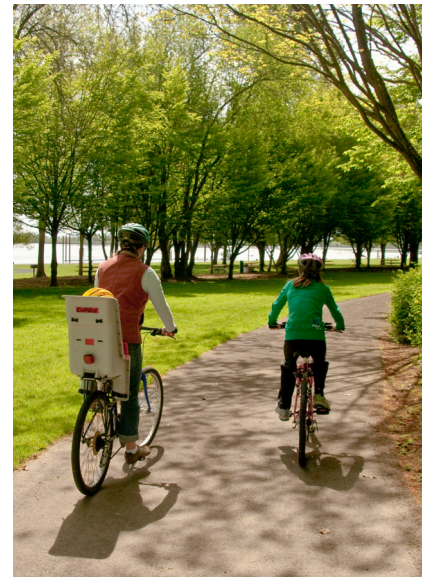
Our approach to team development for this project is built around the following:

- Each project is unique & each project team is unique.
- The strongest firms are deliberately selected to meet the needs of the specific project scope.
- Our professional team is focused on Seaside's needs and has local insights and regional experience.
- Our strong project management skills will keep the team cohesive and focused and create a strong synergy for new ideas, design solutions and policy options for the City to consider.

Customer Service & Quality Control

At our core, we are a planning firm that **embraces and respects community-based public processes** and aims to use public engagement to build community understanding for and support in client projects and programs. Our aim is to provide high quality, good value and consistent services to our clients - seeking to provide our services in a timely manner that meets client expectations and needs.

All of our professional staff are former public sector employees, and as such, we have a unique and special understanding for the role of residents and local stakeholders to a project of this nature and extend the highest quality customer service and respect to them. We understand that our performance can be viewed as an extension of the City, and this is why we place such importance on frequent communications with staff and for pre-planning and strategy sessions in advance of public meetings, events or other activities in the public realm.



2. Project Approach

Project Understanding

This project entails the preparation of a new citywide Parks Master Plan, built on community outreach and through the guidance of City commissions, along with review and approval by City Council. The Parks Master Plan will provide a framework for decision-making to guide the planning, development and maintenance of Seaside's park and recreation amenities over a 10-year time horizon. The major objectives are to:

- Engage local residents and community partners through meaningful public outreach, sensitive to COVID-19 restrictions (if any), to inform plan development;
- Update the park system inventory and conduct a conditions assessment of parks, trails, amenities, and programs to guide the development of a systemwide needs assessment;
- Examine and analyze services and standards, including levels of service and maintenance and operations needs in relation to funding scenarios and the City's demographics;
- Compose germane goals, strategies and guidelines to enhance service delivery and respond to community needs relating to park and recreation facilities, programs and operations; and
- Develop a concise, adaptive and actionable plan with clear implementation strategies.

This Plan will clarify program objectives, development goals, and set a long-range vision for the City – with clear action items and strategies for implementation for the next decade. At its core, the Parks Master Plan is about engaging the community and listening. Our team strongly believes that public involvement is crucial to the success of this project. Specifically, we will work with staff to define a comprehensive public participation program, and we will offer an inclusive engagement program to connect with residents and stakeholders to validate the goals and strategies of the Parks Master Plan.

Project Challenges

We recognize many of the core challenges faced by the City, and our talented team will work closely with staff to explore viable opportunities and guide the development of the Parks Master Plan.

- **Public engagement:** COVID-19 and the health mandates for social distancing have transformed the way municipalities plan for and conduct public engagement. While we still hope for a lasting return to some semblance of normal, in-person interactions, our team is prepared to work with the City to implement a sound public process. We will make the most out of engaging the community through a broad-based approach that is specific to the discrete needs of core stakeholders and user groups. We will utilize a range of tools and optimize the use of online engagement for communications and feedback.
- **Balancing the visions for the future with fiscal realities:** The pandemic is also impacting state, local and household budgets. While the scope of the Parks Master Plan aims to be about a future vision, the conversations with the community will need to unveil the City's fiscal realities, project capital costs and long-term maintenance for an honest discussion on recreation priorities. Our team is prepared to facilitate these challenging discussions and has successfully navigated complex, group-based prioritization exercises. We also will explore potential funding sources, financing options, grants and strategic partnerships toward the successful implementation of the Plan.

- **Asset management and system gaps:** Changing recreational interests over time, land development pressures and a maturing park system can impact the measure of adequacy of park amenities. Deferred maintenance and changing demands translate to the need for up-to-date assessments of the condition, function and quality of park system assets, in addition to the need to understand where deficiencies may exist. We will work with the City to compile a robust condition assessment, as well as explore opportunities for sustainable design approaches and the capacity to provide multiple, shared recreational site uses.
- **Distribution & Equity:** With the intent to provide a balanced suite of recreation experiences across the City, there is a need to review levels of service in support of a robust system of parks, trails and natural areas. We will utilize our GIS tools to explore park and open space distribution across the city through a lens of demographics and equity to identify system gaps, explore options for parklets or shared-use recreational areas and inform capital planning.

We look forward to the opportunity to assist the City in exploring and thinking through these challenges for Seaside to be well positioned for the future.

Preliminary Scope of Work

The following pages detail our team's approach to the scope of work requested in the RFQ. While variations toward the overall project may exist, we are confident that the scope we have outlined will result in a strong Plan built from an engaged public and in alignment with the project budget. Our team is open to discussing amendments to the scope to better align with your needs, resources and priorities for specific work tasks.

Task 1: Project Initiation & Management

Hold a project kick-off meeting with City staff to refine the scope of the project and to consider the following:

- Review and discuss the overall objectives and milestones for the project
- Discuss community interests and issues and identify key community partners
- Define a communication and public outreach plan to include team and staff roles
- Discuss concurrent planning efforts underway to assess options for coordination of efforts

Hold periodic project coordination meetings, via video or phone conference, with City staff to review and discuss work products, prepare for community outreach, refine objectives and develop implementation strategies.

Task 2: Existing Conditions & Baseline Analyses

Task 2.1. Review of Existing Plans & Studies

Review and analyze pertinent planning materials, including the existing General Plan, past Parks Master Plan, Strategic Plan, Bicycle Transportation Plan, Capital Improvement Program, budget, and other regionally-appropriate plans. Review and validate the goals of the General Plan and other City policy statements.

Task 2.2. Demographics, Trends & Profile

Compile relevant statistics and data to include Census figures, California Department of Finance projections to profile population trends and other socioeconomic conditions. Examine recent studies and regional statistics, such as the California Outdoor Recreation Plan, NRPA data and sports industry association data, to develop a trend assessment uniquely-focused toward the City's offerings.

Task 2.3. Base Mapping & Spatial Analysis

Utilize GIS to analyze the parks, trail and recreation system against distribution, proximity and accessibility criteria and identify potential shared uses or multiple uses of public lands for recreation. Our team has strong skills in GIS, and we offer a unique method of assessing service areas and system deficiencies. We utilize a network-based watershed gap analysis that can illustrate areas of the city with optimal parkland access, as well as highlight areas underserved by park and recreation facilities through a social equity lens using available demographic data.

Task 2.4. Outdoor Asset Conditions Assessment

Expanding upon existing City documentation, conduct a physical assessment of parks, trails and recreational amenities to identify potential needs for improvement, enhancement or renovation, along with opportunities to establish or improve sustainable management. Assess and rate the conditions of amenities and identify existing deficiencies. Meet with operations staff to discuss facility needs, best management practices or challenges regarding the planned and potential growth of system assets and facilities. Prepare a conditions assessment summary to rate assets and inform cost estimating and capital planning.



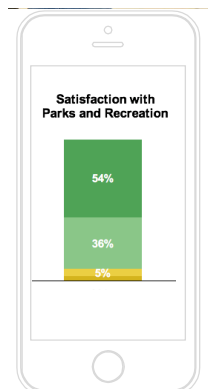
We will prepare a parkland and facility summary and categorize the conditions, constraints and potential operational enhancements of the parks, trails and recreation system.

Task 3: Community Engagement

We will work with the City to reach out to a broad spectrum of residents and groups, while also looking for ways to expand partnerships and share information. We will work collaboratively with the City to more fully refine the scope of work and budget for the public involvement components of the project after contract award to ensure our level of effort aligns with the City's budget requirements. Our overall goal is to ensure a successful project for the City.

We will utilize a range of techniques, outlined below, that will be tailored to reach targeted audiences and stakeholders. Our team is prepared to facilitate a varied, socially-appropriate process that is also sensitive to shifting COVID requirements.

- Develop a **communication and public involvement plan** that identifies project and public engagement goals, key stakeholders and outreach activities aimed at meeting the project and public engagement goals. The PIP will include suggested outreach and communications tasks for the agency, as well as expectations for the consultant.
- Design and implement statistically valid, **random sample mail- and online-based surveys** to identify general community sentiment and preferences, needs, demand and the general use of parks and recreation facilities and to inform and guide the direction and development of the Plan. We propose a random sample of 2,500 households for the mail survey with reminder postcards to follow. Prepare an online version of the same survey for the general public and segregate the datasets. Analyze the data and prepare summary findings as a technical memorandum to highlight subgroup responses.
- Attend sessions of **City Council and Commissions** for discussions on visioning, challenges, opportunities and potential partnerships, as well as on-going guidance as the Parks Master Plan progresses.
- Plan, help promote, conduct, and report the results of up to two **in-person or virtual public meetings**. For virtual sessions, we will provide the online platform and will provide technical support leading up to and during the public meetings. In-person public open house meetings will provide background material on the Plan or presentations, followed by opportunities for the public to provide feedback on local needs,



interests, and project ideas. We will also use the meetings to seek feedback in specific areas via live polling and breakout rooms. The polling responses and a recordings of the public meetings will be posted on the website after the meetings.

- Facilitate **stakeholder discussions, plus individual interviews** by phone or in-person, to more deeply address areas of partnerships, programming, service delivery, or community needs. Potential stakeholders may include the recreation program users, local seniors, sport groups, and environmental groups.
- Coordinate and staff up to two **tabling sessions at community events**, with logistics support from staff to promote the online open house and to explore the future vision of the parks, recreation and trails system to supplement survey and trend data. For each session, we will prepare presentation materials, facilitate discussions, record comments and compile meeting summaries.
- Coordinate with staff to outline and prepare **project webpage content** to promote the survey and meetings, allow access to project materials and give transparency to the process. Prepare content for distribution via the City's **social media** platforms.

Task 4: Community Needs Assessment

Task 4.1. Park Level of Service Assessment & Benchmarking

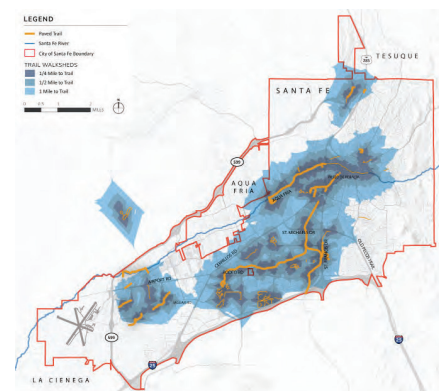
We will utilize inventory data, GIS and national data to assess the City's current and future levels of service. Coordinate with staff to update facility level of service based on per capita capital valuation and on other approaches to service standard assessments, which may include NRPA's Parks Metrics data, qualitative and quantitative performance metrics, comparable jurisdictions and local history. Review current park classifications in terms of hierarchy, appropriateness and function, and discuss the potential for locally-relevant revisions to classifications to fit with local recreation needs, staff direction and an estimate of financial implications.

Task 4.2. Recreational Assessment & Gap Analysis

Develop a programming matrix to highlight the range of recreation and cultural arts offerings, areas for potential cooperation and local deficiencies. Analyze local demographics and use national and regional sports/exercise survey data to provide insight into likely programs, activities and service demand. Prepare a programming gap analysis where possible deficiencies are identified, as well as program strengths are recognized, and map areas of focus, methods of delivery and required resources for future recreation programming.

Conduct a system gap analysis utilizing GIS modeling and findings from the inventory assessment. Summarize findings and statistics and specifically address potential park, trail, and maintenance improvements to meet the service demands requested by the community and stakeholders.

- Analyze the park system against distribution and proximity criteria, along with transportation, geographic and other barriers.
- Assess park service area needs and identify future demand for parks, trails, amenities and recreation facilities.
- Evaluate opportunities to leverage, connect with or coordinate with adjacent park and open space agencies.
- Evaluate service standards and re-align them as appropriate to meet the community's vision and existing and planned park system assets.
- Identify and summarize partner opportunities or local competitors for recreation programming and offerings.



With extensive work in park system planning, our planning and analytical models exceed the customary "as the crow flies" assessments to consider reality-based networks and barriers to park access, along with treatment for private and quasi-public spaces.

Task 5: Preliminary Parks Master Plan Development

Task 5.1. Draft Parks Master Plan

The draft Plan will outline a framework for the improvement and growth of City recreation amenities, trails and parks to the specific needs of the community. This framework will help clarify funding, program objectives, development or resource goals, and it will set a long-range vision for the City and provide clear action items and strategies for implementation. The Plan will include a compilation of all the analyses and recommendations from the planning process and will include chapters detailing the system inventory, outreach, community needs, goals and implementation strategies. The Plan will incorporate the following:

- Clear vision, goals and policies for park, open space and service delivery
- Priority actions based on community guidance, funding opportunities and fiscal realities
- Action steps for planning, acquisitions and maintenance, and conceptual ideas for underdeveloped sites
- Strategies and recommendations regarding system management and performance measures
- Identification of potential funding sources, financing options, grants and strategic partnerships

Task 5.2. Capital Improvement Plan

Develop a 10-year Capital Improvement Plan that identifies in priority order and sequences the actions necessary to implement Plan recommendations. Generate order of magnitude cost projections for all proposed park and recreation components, renovation and redevelopment, potential land acquisition and potential new development. Utilize the 6-year project list as baseline data for the park impact fee rate study. Prepare a strategy and priorities for phased implementation.

Task 5.3. Administrative Draft Plan

Incorporate one round of edits to address input and recommendations received from staff into an Administrative Draft for circulation to and review by the Commissions, City Council and the general public.

Task 6: Review & Approvals

Task 6.1. Commission Reviews

Participate in study sessions with the Parks and Recreation Commission and Planning Commission for their review of draft and final iterations of the Parks Master Plan. Highlight key considerations about policies, strategies, capital priorities. Edits will be incorporated into revised documents and provided to staff for circulation to City Council.

Task 6.2. City Council Review

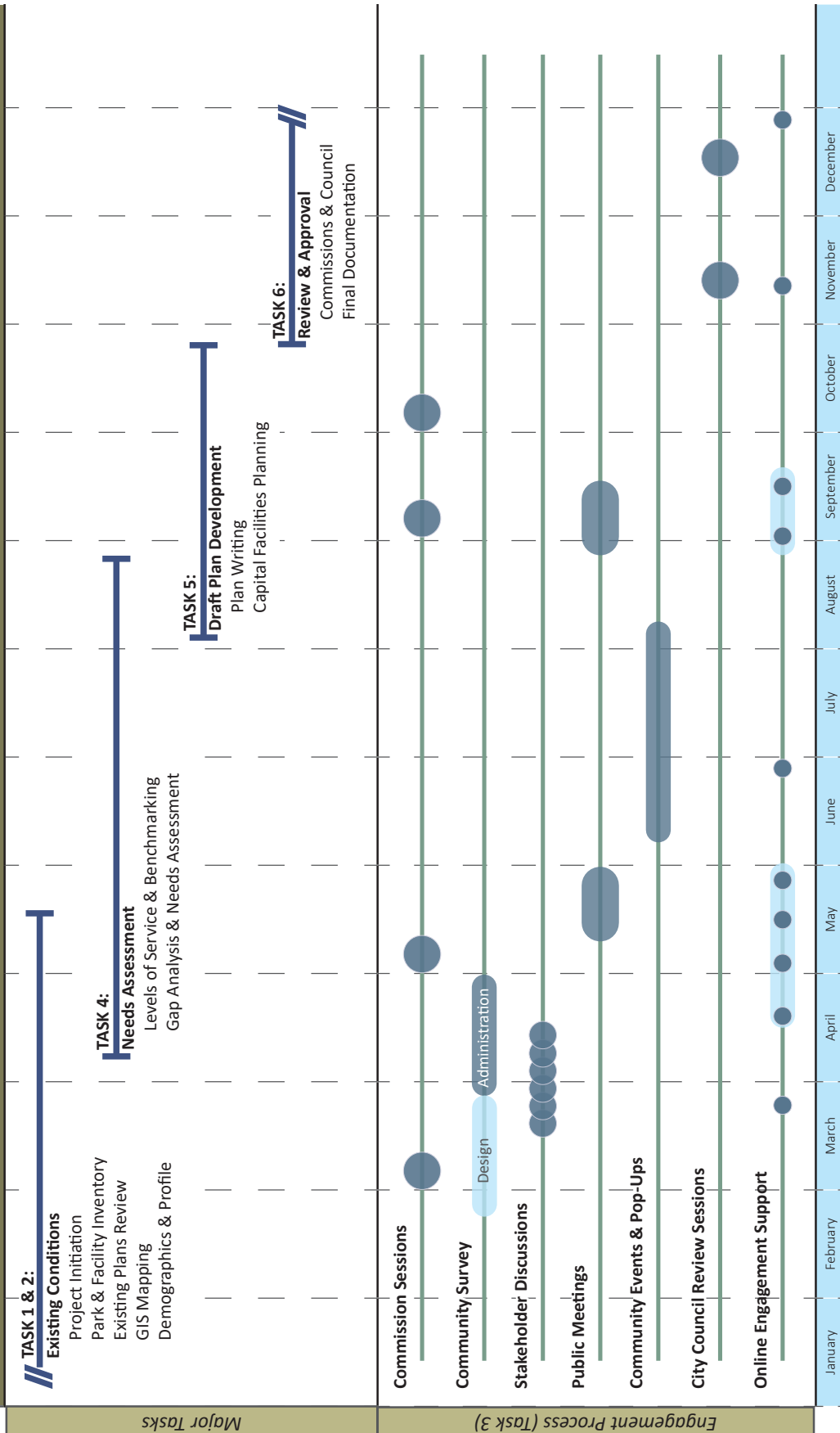
Attend work sessions with City Council to present the draft Parks Master Plan to review the key findings, financing measures, policy recommendations and implementation strategies. It is assumed the City will lead the preparation of ordinance or resolution materials, and lead and facilitate requisite hearings for final adoption.

Task 6.3. Revisions & Final Documentation

Incorporate final comments to finalize the Parks Master Plan and produce it in booklet format, delivered in print and electronic format (PDF). A data drive of all deliverables (e.g., maps, graphics, tables, content, GIS data, etc.) will be provided in digital formats at project completion.



Preliminary Project Schedule



3. Park & Recreation Planning Experience

Our team is committed to utilizing our full range of experience for the Seaside Parks Master Plan. Having worked with numerous mid-sized and growing jurisdictions, we recognize the unique needs and constraints regarding municipal park service delivery, and we offer pragmatic, forward-looking and creative solutions to support growing park and recreation departments and legacy facilities. We have a deep working knowledge of national park planning trends, along with a thorough understanding of financing options.

Conservation Technix has worked on over a 100 parks and open space planning projects since 2006, and we have led a range of complex park system plans for clients across the western United States that have successfully guided strategic improvements and provided the tools for system management. The following summaries highlight the variety and complexity of public agency projects undertaken by team members.

Edmonds Parks, Recreation & Open Space (PROS) Plan – Edmonds, WA



Conservation Technix crafted a new Parks, Recreation & Open Space (PROS) Plan for the City of Edmonds through an inclusive, robust engagement process. Outreach was conducted in four languages (Chinese, English, Korean and Spanish), including social media posts, community survey, pop-up event tabling and direct engagement with non-English community members. The project included a park system inventory and conditions assessment of parks, natural areas, trails and facilities. As a six-year guide and strategic plan for enhancing park and recreation amenities, the Plan considers the park and recreation needs of residents across Edmonds. It provides updated inventories, demographic conditions, needs analysis, management considerations and capital project priorities.

"Conservation Technix exceeded our expectations, and I would highly recommend this firm for any work related to parks and recreation policy development, community engagement, project management and acquisitions. This plan update took more than a year and every benchmark deadline was made, quality deliverables were always on time and the project easily finished on budget."

- Angie Feser, P&R Director

Project Highlights

- Random-sample mail survey, plus online community-wide survey, in four languages
- Recreation program assessment to explore core services and partner opportunities
- Need analysis, current and project levels of service and service standards review

Client: City of Edmonds
 Contact: Angie Feser, Director, Parks, Recreation & Cultural Services; 425-771-0256; angie.feser@edmondswa.gov
 700 Main Street, Edmonds, WA 98020
 Project: Parks, Recreation & Open Space Plan
 Work Period: April 2021 - June 2022 (14 months)
 Cost: \$143,396 (contract); \$146,296 (billed)
 Involvement: Prime Consultant

Link to adopted plan:

https://www.edmondswa.gov/government/departments/parks_recreation_cultural_services/planning_projects

Monrovia Parks Master Plan – Monrovia, CA



Nestled into the foothills of the San Gabriel Mountains, Monrovia is substantially built out, and the foundation of their park system dates back to the 1930s. Conservation Technix led a public process to prepare an updated and contemporary citywide Parks Master Plan for Monrovia. The project entailed the physical evaluation of park and recreation facilities and the development of a comprehensive community needs assessment drawing from demographics, population forecasts, recreational trends and community feedback. A rich community engagement process grounded the formulation of the plan. The public involvement process included a mail and online survey, open house meetings and a series of small group stakeholder discussions. The Plan included an overall needs assessment and implementation strategies focusing on partnerships and funding options.

"Conservation Technix was responsive, professional, organized and a pleasure to work with. One of the key components to the success of our Park Master Plan was the comprehensive community outreach.

Steve and his team took the time to understand our community and developed a community engagement plan that was well received by our residents, City officials and stakeholders. The outcome of this process yielded a comprehensive, community driven, Park Master Plans that will allow our community to improve our parks and park systems."

- Tina Cherry, City of Monrovia

Project Highlights

- Community survey conducted in English & Spanish
- Facilitated, table-based prioritization exercises during open house
- Examined deferred maintenance & re-evaluated standards and levels of service

Parks, Recreation Centers & Library Facilities Master Plan – Salinas, CA

Conservation Technix led a multi-disciplinary team to prepare a new Parks, Recreation Centers and Library Facilities Master Plan for the City of Salinas. Located in Monterey County, Salinas is a growing city of 165,000 people and is a world hub of agricultural technology. The project entailed a complete inventory of the City's parks, trails, community centers and library facilities. A robust public outreach plan included several topic-oriented community listening sessions and stakeholder discussions. A random-sample mail survey was conducted to assess residents' recreational needs, preferences and priorities. One unique aspect of the project involved consultant-led trainings of City staff and community members to serve as facilitators for public engagement. Our team held multiple day-long training sessions to help build the local capacity of volunteers to aid in conducting outreach for the project. The plan included a 10-year, priority-weighted capital improvement plan to guide strategic investments.

Project Highlights

- Local volunteer capacity building
- Recreation demand study to explore core services, facility needs & partner support



Parks, Recreation, Arts & Trails Master Plan – St. George, UT



Conservation Technix completed the Parks, Recreation, Arts & Trails Master Plan for the City of St. George, which has been experiencing significant growth and continues to be one of the fastest growing cities in the nation. The project entailed a complete inventory of the city's parks, natural areas, trails and facilities, along with significant public outreach including a 2,500-household random sample mail survey, an online survey, topic-oriented focus group discussions, online engagement, open house meetings involving over 180 participants, and several stakeholder interviews. The new Plan focuses on active living and healthy lifestyles as a core theme and will guide future facility improvements and service delivery. The project integrated arts and culture into the parks and recreation plan, and the process included specific outreach to the St. George arts community.

The project included a review of the City's diverse suite of recreation programs and considerations for its multiple community centers and its aquatics facility. An in-depth review of existing parks and trails provided the foundation for capital enhancements and to assess the community's demand for additional recreation features. The Plan updated the City's service standards, offered a unique approach to park gap analysis through street-based walksheds and established a 10-year capital improvement plan with funding considerations, which fed into an update to the city's park impact fee program.

"Conservation Technix helped us through the entire master planning process. Steve was always available and receptive to all ideas. I have done several master plans over the years, and this one was by far the best - as far as process, public input, management of the project. I would engage Conservation Technix again for any kind of similar work."

- Shane McAfee, City of St. George

Link to adopted plan:

<https://tinyurl.com/56mh9fdp>

Project Highlights

- Active living and healthy lifestyles as a core theme to guide facility improvements
- Review and inclusion of national and regional recreation trends and sports data
- Unique park system gap analysis using GIS to establish street-based walksheds
- Arts and culture program opportunities integrated into plan

Client: City of St. George
 Contact: Shane McAfee, Leisure Services Director; 435-627-4508; shane.mcafee@sgcity.org
 200 N. 22 E., St. George, UT 84770
 Project: Parks, Recreation, Arts & Trails Master Plan
 Work Period: May 2018 - June 2019 (14 months)
 Cost: \$74,789 (contract); \$74,789 (billed)
 Involvement: Prime Consultant

Happy Valley Parks & Recreation Master Plan & SDC Rate Update – Happy Valley, OR



Conservation Technix prepared a new citywide Parks Master Plan and Parks SDC update for Happy Valley, one of the fastest growing communities in the Portland region. This fast-paced project included an intensive engagement effort to connect with residents. The core issues for the master plan involved ways to address service delivery in the newly developed areas, strategizing for system-wide infrastructure upgrades and expanding the parkland footprint to fill crucial gaps.

The project entailed an inventory of the City's parks, natural areas, trails and facilities, along with the development of an integrated trail network plan. A robust public outreach program was initiated to include informational tabling at local grocery stores and events, social media outreach, communications and graphics development, and focus group discussions. An online survey was conducted to assess Happy Valley residents' awareness levels, recreational needs, preferences and priorities, including specific recreation services provided by the City.

The Plan analyzed the existing levels of service for various facility types, updated the City's service standards and offered a unique approach to park gap analysis through street-based walksheds. The PROS Plan established a 10-year capital plan with specific funding alternatives and included an operations and maintenance proforma to assess the on-going maintenance demands of the system. Presentations to the Parks and Recreation Board, Planning Commission and City Council were conducted to review the findings of public outreach and discuss the policy and project recommendations of the Plan.

"Conservation Technix worked with the City of Happy Valley to draft a Park Recreation and Open Spaces Plan for our community. The timeline established for this effort was extremely condensed as a result of a pending district withdrawal. Given this scenario, Steve Duh took control and provided a clear path for completing the project on the timeline identified. Steve expertly managed a series of meeting/open houses that provided a discernible master plan for both committee's and community members. Steve is now working with our community on additional park planning efforts and will continue to be an integral part of our parks team into the future."

- Chris Randall, City of Happy Valley

Project Highlights

- Online engagement, plus pop-up tabling at local grocery stores and events
- 10-year capital plan with specific funding alternatives and included an operations and maintenance proforma
- Updated service standards by park type and sport field configuration

Client: City of Happy Valley
 Contact: Chris Randall, Director, Public Works; 503-783-3842; chrisr@happyvalleyor.gov
 16000 SE Misty Drive, Happy Valley, OR 97086
 Project: Parks & Recreation Master Plan
 Work Period: June 2017 - December 2017 (7 months)
 Cost: \$112,500 (contract); \$112,500 (billed)
 Involvement: Prime Consultant

Link to adopted plan: <https://www.happyvalleyor.gov/wp-content/uploads/2019/10/2017-Parks-Master-Plan-101419-4.pdf>

Camas Parks, Recreation & Open Space Plan – Camas, WA



Conservation Technix prepared a new citywide Parks, Recreation and Open Space (PROS) Plan for the City of Camas during the COVID-19 pandemic. The COVID-sensitive public engagement program included online open houses and interactive mapping, statistically-valid mail survey, online community-wide survey, multiple group and individual stakeholder discussions via Zoom, event tabling, social media content and Park and Recreation Commission meetings. Over 1,700 participants provided insights on current community preferences and priorities.

The core issues for the PROS Plan involved ways to address service delivery in rapidly developing residential areas, strategizing for system-wide infrastructure upgrades, and expanding the parkland and trail system footprint to fill crucial gaps. The project entailed an in-depth inventory of the City's parks, natural areas, trails and facilities, along with the development of an integrated trail network plan. The Plan analyzed the existing levels of service, updated the City's service standards and offered a unique approach to park gap analysis through street-based walksheds. Acquisition target areas were identified to help fill known and projected gaps and prioritized to balance with available funding. The Plan analyzed the existing levels of service for various facility types and updated the City's service standards. The PROS Plan established a six-year capital plan and an operations and maintenance proforma to assess the on-going maintenance demands of the system. Presentations to the Parks and Recreation Commission, Planning Commission and City Council were conducted to review the findings of public outreach and discuss the policy and project recommendations of the Plan.

"Conservation Technix managed a well-written community survey, in two languages (English and Spanish), that resulted in 1385 completed surveys...a great turnout for a community of just over 26,000 people! The survey results provided a wealth of information that Steve Duh and his team used to inform the goals, objectives and priorities in the 2022 Camas PROS Plan."

- Trang K. Lam, P&R Director

Project Highlights

- Robust community engagement, including online options and pop-up tabling at community events
- Conditions assessment matrix to identify existing site maintenance issues and opportunities for future capital improvements
- Updated service standards by park type, including site acquisition and design guidelines
- Re-structured goals and action plan to guide and focus efforts for the coming six to ten years

Client: City of Camas
 Contact: Trang K. Lam, Parks & Recreation Director; 360-818-3830; tlam@cityofcamas.us
 616 NE 4th Ave, Camas, WA 98607
 Project: Parks, Recreation & Open Space Plan
 Work Period: April 2021 - March 2022 (12 months)
 Cost: \$118,327 (contract); \$111,311 (billed)
 Involvement: Prime Consultant

Link to adopted plan: <https://www.cityofcamas.us/parksrec/page/parks-recreation-projects>

4. References

City of Salinas, CA

Kristan Lundquist, Director, Recreation & Community Services
831-758-7306; kristanl@ci.salinas.ca.us
200 Lincoln Ave, Salinas, CA 93901

Project: Parks, Recreation & Library Master Plan
Cost: \$244,500
Work Period: October 2016 - August 2019 (35 months)
Role: Prime Consultant

Conservation Technix managed the Parks, Recreation & Library Master Plan for the City of Salinas

City of Mercer Island, WA

Jessi Bon, City Manager
206-275-7660; jessi.bon@mercerisland.gov
9611 SE 36th Street, Mercer Island, WA 98040

Project: Parks, Recreation & Open Space Plan
Work Period: December 2020 - March 2022 (16 months)
Role: Prime Consultant
Staff: Steve Duh, Jean Akers, Michelle Kunec
Subs: PRR, Inc (engagement), Macleod Reckord

Managed the Parks, Recreation & Open Space Plan.

City of Fife, WA

Megan Jendrick, Parks, Recreation & Aquatics Director
253-896-8671
mjendrick@cityoffife.org

Project: Parks, Recreation & Open Space Plan
Work Period: March 2021 - February 2022 (12 months)
Role: Prime Consultant
Staff: Steve Duh, Jean Akers, Michelle Kunec
Subs: MacKay Sposito, PRR, Inc

Prepared an update to the citywide park system plan.

City of Monrovia, CA

Tina Cherry, Director, Community Services
626-256-8226; tcherry@ci.monrovia.ca.us
415 South Ivy Avenue, Monrovia, CA 91016

Project: 2018 Parks Master Plan & Open Space Element
Cost: \$47,700
Work Period: October 2016 - April 2018 (19 months)
Role: Prime Consultant

Conservation Technix led a public process to prepare an updated and contemporary citywide Parks Master Plan for Monrovia.

City of Dinuba, CA

Stephanie Hurtado, Director, Parks & Community Services
559-591-5940; shurtado@dinuba.ca.gov
1390 E Elizabeth Way, Dinuba, CA 93618

Project: Parks & Recreation Master Plan
Cost: \$76,750
Work Period: March 2020 - January 2021 (10 months)
Role: Prime Consultant

Conservation Technix led the development of the Parks and Recreation Master Plan for the City of Dinuba.

City of Maple Valley, WA

Dave Johnson, Director, Parks & Recreation
425-413-6663; dave.johnson@maplevalleywa.gov
22500 SE 248th St., Maple Valley, WA 98038

Project: Parks, Recreation, Arts & Open Space Plan
Work Period: April 2019 - February 2020 (10 months)
Role: Prime Consultant
Staff: Steve Duh, Jean Akers, Michelle Kunec
Subs: Stepherson & Associates (engagement)

Prepared an update to the citywide park system plan and compiled a stand-alone Public Arts Master Plan.

5. Conflict of Interest Disclosure

Conservation Technix does not have any potential conflicts of interest due to any other clients, contracts, or property interests in regards to private development of any property within the City of Seaside that would affect or impair the performance of work for this project.

6. Other Information

Consultant Capacity & Current Workload

All of Conservation Technix's projects are public sector. We have five current projects under contract, with timelines to completion ranging from 2 to 12 months, and two of these PROS plans will be substantially completed by December 2022. The remaining projects will not pose a conflict with this project. Our staff and our team retains ample capacity to successfully complete the work outlined in the RFQ for the Seaside community and will be willing to proceed on the project without delay.

Statement of Acceptance

Conservation Technix is willing to abide by City of Seaside's standard form agreements with few or no objections or changes.

History of Litigation

Since inception, Conservation Technix has had no lawsuits or claims made against the firm. The firm has no history of litigation, arbitration or claims due to contract disputes or any other matter.

Outcome-Oriented Plans & NRPA Experience

Since 2006, Conservation Technix has enabled public clients to secure over \$40 million in grants or appropriations through the implementation of adopted system plans. Conservation Technix's staff have directly prepared and presented grant applications for public clients that resulted in over \$6 million in program funding. Steve Duh is also an NRPA Certified Parks and Recreation Professional (CPRP) and has also participated in the Mountain Revenue Management School. Conservation Technix stays abreast of NRPA's leading work in parks and recreation, and the firm often utilizes and incorporates agency performance data and Parks Metrics data into our clients' plans.

Signature

Stephen Duh, the firm's president, is the authorized official to bind the firm and hereby guarantees that the RFQ proposal and cost summary will be valid for 90 days.



by Stephen Duh, President, Conservation Technix, Inc.

Steve is a Certified Parks & Recreation Professional and ISA-certified arborist and has over 16 years experience in public sector and non-profit program management. His background includes urban and land use planning, park and natural resource planning, urban forestry, public involvement and facilitation, policy and budget development and financial and trend analyses. Steve's recent projects include managing the public involvement, land use planning and project management for the City of Tigard's \$17 million park bond program, along with a feasibility study for the establishment of a park and recreation district for the City of Corvallis and an update to that city's Trails Plan.

Prior to founding Conservation Technix, Steve was the senior parks planner and design section manager for the Vancouver-Clark Parks & Recreation Department. He authored and managed a study to enable the creation of a voter-approved metropolitan parks district and a \$40 million capital park construction program, oversaw capital financing programs, conducted impact fee rate and methodology revisions, developed policies and established several local partnerships.

REPRESENTATIVE PROJECTS

City of Sammamish Parks, Recreation & Open Space (PRO) Plan

Steve managed the Parks, Recreation & Open Space Plan for the City of Sammamish, which has experienced 73% growth in the past 16 years. The PRO Plan laid the foundation for strategic parkland acquisitions and trail corridor alignments, while also focusing on specific recommendations for enhancements to existing park facilities and recreation programming. The project entailed an in-depth public outreach program consisting of a mail survey, online engagement, community meetings, stakeholder discussions and meetings with Commissions and City Council.

- Citywide Recreation Master Plan; Delano, CA
- Salinas Parks, Recreation Centers & Library Services Master Plan; Salinas, CA
- Citywide Parks Master Plan & Open Space Element for the General Plan; Monrovia, CA
- Regional Parks Assessment of The Intertwine (Portland Metro); Portland, OR
- Corvallis Park and Recreation District Feasibility Study; Corvallis, OR
- Las Cruces Parks and Recreation Master Plan; Las Cruces, NM
- Lake Forest Park 100-Year Park Legacy Project - Financing Toolbox; Lake Forest Park, WA
- Parks, Recreation & Open Space Plan; Kirkland, WA

EDUCATION

- Master's degree, Urban and Regional Planning; Portland State University
- Bachelor of Science, Environmental Science; SUNY College of Environmental Science & Forestry
- NRPA Rocky Mountain Revenue Management School

PROFESSIONAL HIGHLIGHTS

- Presenter: *Green Infrastructure: From Single Site to Region*; National Association of Recreation Resource Planners Conference; Portland 2010
- Presenter: *Metropolitan Park Districts in Washington*; Joint Washington and Oregon State Parks & Recreation Association Conference; Vancouver, WA 2006
- Design Manager/Park Planner; Vancouver-Clark Parks & Recreation; Vancouver, WA, 2000-2006
- Community Outreach Coordinator & Neighborhood Planner; Portland, OR, 1996-2000

AFFILIATIONS

- National Recreation and Parks Association
- Society of Outdoor Recreation Professionals (formerly NARRP)
- International Society of Arboriculture

Jean Akers is a registered, professional landscape architect and a certified planner with the American Institute of Certified Planners. With professional experiences that range from small-scale, site-specific landscape design to community and regional approaches for land conservation, development and use, Jean is able to work across multiple landscape scales with a diverse cross-section of stakeholders. She is very effective at leading the public participation process through her years as a college instructor, project manager, planner and public speaker.

While working for the Vancouver-Clark Parks and Recreation Department, she designed neighborhood and community parks, prepared master plans and feasibility studies for regional parks, and developed policies and best management practices while integrating GIS into park and trail planning and asset management. Jean managed a \$19 million park acquisition program and led a community-wide planning effort to explore the future of parks and recreation in Clark County as government revenues continued to fall short of expenses and funding support for the public park and recreation system steadily diminished.

Jean has considerable experience in municipal planning activities as both a private consultant and public planner, and she taught municipal planning as an instructor for the Pennsylvania Municipal Planner's Educational Institute, where her combined planning expertise and teaching experience assisted community leaders in growth management and community planning.

REPRESENTATIVE PROJECTS

- Parks, Recreation Centers & Library Services Master Plan; Salinas, CA
- Bluffdale Parks, Trails, Recreation & Open Space Plan; Bluffdale, UT
- Parks, Open Space, Trails & Recreation Master Plan; Sante Fe, NM
- Parks, Recreation & Open Space Plan; Happy Valley, OR
- Liesure Services Plan; Medford, OR
- Parks & Recreation Master Plan; Las Cruces, NM
- Clark County Parks & Open Space Plan; Clark County, WA
- Parks, Arts, Recreation & Conservation Plan; Lynnwood, WA

EDUCATION

- Master of Science - Horticulture; Ohio State University
- Bachelor of Landscape Architecture; Temple University
- Bachelor of Agriculture; Ohio State University

PROFESSIONAL HIGHLIGHTS

- Contributing Author: Outdoor Recreation Planning; Bass, John and Burns, Robert, editors. 2016
- National Association of Recreation Resource Planners, 2010, presentation.
- American Planning Association Annual Meeting, 2004, presentation.
- Annual Symposium: New Directions in the American Landscape, 2002.
- Pennsylvania Parks & Recreation Society Annual Conference, 2002, presentation.
- American Society of Landscape Architects National Conference, 1998, 2001, published.
- Chief Parks Planner; Vancouver-Clark Parks & Recreation; Vancouver, WA. 2007-2011
- Professor; Conway School of Landscape Design; Conway, MA. 2002-2006

AFFILIATIONS

- Society of Outdoor Recreation Professionals; *Vice-Chair, Board Member* (formerly NARRP)
- American Society of Landscape Architects; *Professional Landscape Architect*
- American Planning Association; *AICP*

Michelle has 14 years of experience as a professional planner working to increase opportunities for people to lead healthy, active lives. She has developed coordinated parks, open space, trail and other public facility plans for several Northwest cities, including capital improvement programs, available land assessments, short- and long-term acquisition strategies and revenue analysis. She enjoys facilitating conversations between agency staff, stakeholders and the public to identify priorities and develop strategies that balance multiple community objectives. Michelle has also participated in local and national collaborations to integrate health in public planning and has experience in Health Impact Assessments. Michelle also speaks Spanish and has used her language skills in a variety of meeting settings.

REPRESENTATIVE PROJECTS

Vancouver-Clark Comprehensive Parks, Recreation & Open Space Plan

Michelle managed the development and adoption of the Vancouver-Clark Parks, Recreation & Open Space Plan - a 20-year plan for acquisition and management of a 7,000-acre park and trail system. The planning process included extensive stakeholder and public involvement, including focus groups, workshops and surveys, as well as inventory and trend analysis. Michelle oversaw capital facility plan development – including service standards, prioritization criteria, and funding strategies – for multiple jurisdictions with over \$20 million in combined annual expenditures.

- Parks, Recreation & Open Space Plan; Bothell, WA
- Parks Master Plan; Monrovia, CA
- Park District Comprehensive Plan; Si View Metropolitan Park District, WA
- Parks, Recreation, Arts & Open Space Plan; Maple Valley, WA
- Citywide Parks Master Plan; Redmond, OR
- Parks, Recreation & Open Space Plan; Kirkland, WA
- Portland Plan's Healthy Connected City Strategy; Portland OR
- Parks, Recreation & Open Space Plan; Covington, WA
- Recreation Master Plan; Delano, CA
- Parks & Recreation Master Plan; Creswell, OR
- Arts & Culture Plan; Corvallis, OR

EDUCATION

- Master of Community and Regional Planning, University of Oregon
- Bachelor of Urban and Environmental Planning, University of Virginia
- Bachelor of Science, Environmental Science, University of Virginia

PROFESSIONAL HIGHLIGHTS

- Led Healthy Eating Active Living partnerships for the City of Portland with Multnomah County Health Department and health advocacy organizations
- Advisory committee member for projects including the Portland Bicycle Plan for 2030; Health Impact Assessment of Metro's Climate Smart Communities; Portland Climate Adaptation Plan; and Multnomah County Community Health Assessment
- Policy Analyst/Planner; Bureau of Planning and Sustainability, Portland, OR, 2008-2013
- Parks Planner; Vancouver-Clark Parks & Recreation; Vancouver, WA, 2005-2008

AFFILIATIONS

- Northwest Trail Alliance, volunteer grant writer
- International Mountain Biking Association

"...insightful, attentive and team oriented. Their understanding of local issues and conditions was instrumental in the production of a quality product that will benefit our community now and in to the future."

- Kurt Reuter, City of Fife

"...technically proficient, highly responsive to client needs, and possesses the political experience to help staff navigate the myriad groups involved in adoption of public planning documents."

- Wyn Birkenthal, City of Bremerton

"After Tigard voters passed the 2010 Parks and Open Space Bond Measure, Public Works advertised for a consultant that could help our staff produce the multiple park bond projects that were quickly lining up. After a competitive RFP and interviews, Conservation Technix was selected, and Steve Duh was quickly working and scheduling projects.

Steve Duh worked as the project manager and was responsible for moving multiple projects from the "wish list" through project charters, planning, and permitting, to the active project list, and through to completion. Without Conservation Technix, Tigard could not have produced the volume of work that was accomplished in three short years. Steve's experience and knowledge were invaluable in helping ensure that quality projects were completed in a timely manner."

- Steve Martin, City of Tigard

"As an experienced acquisition program manager, Steve Duh of Conservation Technix provided Vancouver-Clark Parks and Recreation with a customized overview of the land acquisition processes specific to our needs. The time saving reference resources and document templates provided the advantage needed to hit the ground running under critical deadlines, resulting in multiple successful property acquisitions to expand our park system."

- Monica Tubberville, City of Vancouver



CONSERVATION
TECHNIX

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Portland, OR 97212
Phone: 503.989.9345

conservationtechnix.com

Exhibit B

Fee Details by Major Task

Seaside Parks Master Plan - Fee Schedule							
				Conservation Technix			
				<i>S. Duh</i>	<i>J. Akers</i>	<i>M. Kunec</i>	<i>staff</i>
Tasks	Labor (Total Hours)	Labor (Total Fee)	Percent of Total Fee	PIC, PM, Lead Planner	Park Planner, AICP, PLA	Park Planner	Support Staff
Task 1: Project Initiation and Management							
1.1. Project Initiation Meeting, Contracting	8	\$1,520	1%	8			
1.2. Project Management & Coordination Meetings	36	\$6,130	5%	20	10		6
Task 2: Existing Conditions & Baseline Analyses							
2.1. Review of Existing Plans & Studies	22	\$3,470	3%	4	8	10	
2.2. Demographics & Trends	15	\$1,985	2%	2		8	5
2.3. Base Mapping & Spatial Analysis	42	\$6,060	5%	8	2	28	4
2.4. Park & Facility Inventory & Assessment	50	\$8,270	6%	8	36		6
Task 3: Community Engagement							
3.1. Public Involvement Plan	8	\$1,480	1%	6	2		
3.2. Parks & Recreation Commission Meetings (3)	23	\$4,210	3%	15	8		
3.3. Council sessions (2)	22	\$4,020	3%	14	8		
3.4. Direct Mail & Online Survey	60	\$9,340	7%	20	4	36	
3.5. Open House Meetings (2)	100	\$16,540	13%	44	28	16	12
3.6. Stakeholder Discussions (2 group, 6 indiv)	24	\$4,320	3%	12	12		
3.7. Tabling Events & Support Material	20	\$2,510	2%	2		8	10
3.8. Public Information & Social Media Content	8	\$1,190	1%	2		6	
Task 4: Community Needs Assessment							
4.1. Level of Service Assessment & Benchmarking	36	\$5,610	4%	6	12	18	
4.2. Recreational Assessment & Gap Analysis	53	\$8,540	7%	15	16	22	
Task 5: Preliminary Plan Development							
5.1. Draft Parks Master Plan	102	\$16,140	12%	24	30	48	
5.2. Capital Improvements Plan & Project Costing	39	\$6,655	5%	10	24	5	
5.3. Administrative Draft Parks Plan	44	\$6,800	5%	8	12	24	
Task 6: Plan Review & Approval							
6.1. Parks & Recreation Commission Review (1)	16	\$2,920	2%	10	6		
6.2. Planning Commission Review (1)	12	\$2,200	2%	8	4		
6.3. City Council Review (1)	12	\$2,200	2%	8	4		
6.4. Final Parks Plan & Data	18	\$2,720	2%	4	2	12	
<i>Total Hours</i>	770			258	228	241	43
<i>Hourly Rate</i>				\$190	\$170	\$135	\$105
TOTAL LABOR COST		\$124,830		\$49,020	\$38,760	\$32,535	\$4,515
Direct Costs							
Direct Expenses		\$650					
Printing - Survey printing, postage		\$3,800					
Printing - Displays, Draft & Final Plans		\$1,600					
TOTAL DIRECT COST		\$6,050					
GRAND TOTAL, LABOR & DIRECT COSTS		\$130,880					



**CITY OF SEASIDE
PROFESSIONAL SERVICE AGREEMENT FOR NON-
CONSTRUCTION PROJECT
(Parks Master Plan)**

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective as of January, 30 2023, between the City of Seaside ("AGENCY"), a municipal corporation and Conservation Technix, a California corporation ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on January 30, 2023, and shall remain and continue in effect until tasks described herein are completed, but in no event later than March 1, 2024, unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

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

IV. AGENCY MANAGEMENT

Agency's Recreation Director shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. Agency's Manager shall be authorized to act on AGENCY's behalf and to execute all

necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon percentage of tasks completed. This amount shall not exceed One Hundred Thirty Eight Hundred and Eighty dollars (\$130,880.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the Agency Manager or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the AGENCY with a written plan for the cure of the default, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of AGENCY or its designees at reasonable times to such books and records; shall give AGENCY the right to examine and audit said books and records; shall

permit AGENCY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B. Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or sub-consultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

B. Duty to defend

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall defend the AGENCY at CONSULTANT's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and AGENCY, as to whether liability arises from

the sole or active negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit C attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the AGENCY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or sub-consultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding

connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

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

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

XVI. NOTICES

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

To AGENCY: Recreation Director
City of Seaside
986 Hilby Ave, Seaside, CA 93955

To CONSULTANT: Steve Duh
Conservation Technix
PO Box 885 Orinda, CA 94563

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. Steve Duh may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of [Insert name] from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. LICENSES

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

XIX. GOVERNING LAW

The AGENCY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement.

Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the AGENCY.

XX. ENTIRE AGREEMENT

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

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of AGENCY's Request for Qualifications, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONSULTANT, Exhibit "A" hereto. In the event of conflict, the requirements of AGENCY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: 
Steve Duh
Conservation Technix

Jaime M. Fontes
City Manager
City of Seaside

Attachments:	Exhibit A	Scope of work/Consultants proposal
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Qualifications

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

Automobile liability insurance. CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the services to be performed under this Agreement, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

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

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

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

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

Pass through clause. CONSULTANT agrees to ensure that its sub-consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise specifications. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the AGENCY and CONSULTANT may renegotiate CONSULTANT's compensation.

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

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

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



RECREATION DEPARTMENT

986 Hilby Avenue
Seaside, CA 93955
www.ci.seaside.ca.us

Telephone 831-899-6800
Fax 831-899-6274

Request for Qualifications City of Seaside Parks Master Plan

Issue Date: Monday, October 3, 2022

Submittal Deadline: Friday, November 4, 2022, 4:00PM

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I. Project Overview

The City of Seaside seeks a qualified consultant firm to submit a response to the Request for Qualifications for a Parks Master Plan. The purpose of Parks Master plan is to provide guidance to the City Council, Parks and Recreation Commission, staff, other advisory committees, and to the community as to the actions necessary to carry out the intent of the City of Seaside's Comprehensive Plan. This process should provide staff, commission, committees, and community involvement. The resulting Parks Master Plan should cover all aspects of City parks, trails, and recreation operations including facility and programming strategies; operations and maintenance standards; facility and park improvement timelines and priorities; current and future program criteria; and revenue sources.

Seaside, CA has a population 34,063 and is centrally located between the two cities on the Monterey Peninsula: Marina (north) and Monterey (south). Seaside is approximately 9 square miles, and it contains 86 acres of city park land; two baseball fields, one multiuse field, one skate park, sixteen neighborhood parks, four tennis courts, an indoor pool, two community centers, a regional park, and a outdoor class room.

The most recent Parks and Recreation Master Plan was complete in 2005. Implementing an independent, Parks Master Plan should assist in achieving the following objectives:

- Support and/or recommend city policies regarding parks, recreation, open space, and trails.
- Evaluate and prioritize the expenditures of public funds for possible acquisition, development, and maintenance for recreational lands and facilities.
- Identify and prioritize potential improvements in existing parks.
- Serve as primary planning document for the City of Seaside.
- Evaluate and audit condition of existing park facilities.
- Identify future funding sources.

II. Evaluation Criteria

A. Relevant Firm Experience

1. Applicant's service capabilities and quality as it relates to this project.
2. List and describe three (3) comparable projects completed by your firm or currently in progress; include your firm's role; and discuss contract amendment history, if applicable. Include the project owners contact information.
3. A minimum of three referrals and references from other agencies and owners. If possible, references should be from the projects listed above.

4. List and describe any litigation; arbitration; claims filed by your firm against any project owner because of a contract dispute; any claim filed against your firm; termination from a project.
5. Applicants' capacity and intent to proceed without delay if selected for this work.

B. Team Experience and Qualifications

1. Describe each team member's position within the firm and their respective roles on this project.
2. Provide team experience working together on similar projects.
3. Identify proposed sub consultants.

C. Project Understanding and Approach

D. Other Factors

1. Current workload and ability to proceed promptly.
2. Willingness to abide by City of Seaside's standard form agreements with few or no objections or changes.
3. Provide statement regarding your assurances that this engagement will not result in a conflict of interest.
4. Relevant factors impacting quality and value of work.

III. Anticipated Scope of Services

The creation of a Parks Master Plan should be a shared process that encourages community ideas and opinions and includes a complete inventory of assets, demographics, and current planning standards. The scope of services should contain three components:

1. **Needs assessment and audit of existing facilities and programs:** Identify where surpluses and deficiencies exist and provide recommendations. The Parks Master Plan will take into account parks and recreation facilities owned by other entities, and will show how they factor into the recreational needs of the City of Seaside community. The City is also invested with its local Arts and History, and the assessment should take into account how preserve it's growing archive collection and how to maximize all forms of the arts.
2. **Recommended modifications/additions:** Evaluate how parks and recreation facilities meet current and future needs and whether modification and/or addition are necessary.
3. **Financial implementation:** a review of revenue sources and financing strategies will need to be completed, in coordination with City staff, as part of the Parks Master Plan, which should be designed to connect parks and recreation facilities to the City's Capital Improvement Plan (CIP).

IV. Submittal Requirements

- A. **Statement of Qualifications** including at least one sample of a recent Parks and Recreation master plan.
- B. **Proposed public input process** including expected outcomes of each meeting.

- C. **Proposed Scope of Work** describing your approach to accomplishing the objectives stated in the Project Overview and identifies the methodology proposed. Include decisions, products, data, and information that the consultant expects to be provided by City Staff.
- D. **Work program timeline** showing the estimated length of time for completion of the Master Plan process. Time estimates should be expressed in number of days/weeks without reference to specific starting date. The timeline should identify when draft and final work products will be submitted to City staff.
- E. **Conflict of Interest Statement** disclosing any involvement with plan/development projects in the City of Seaside by the consultant (and sub consultant) within the last year. The City of Seaside reserves the right to reject submittals having the potential for conflict of interest.
- F. **Cost Summary** submitted in a separate sealed envelope. All costs should reflect, “not to exceed” figures. Fee schedules, including hourly rates for the prime consultant and all sub-consultants, meetings and reproduction costs, should accompany the cost summary.
- G. **Signature** by an official who is authorized to bind the consulting firm and shall contain a statement, which guarantees that the RFQ/cost summary is valid for ninety (90) days.
- H. **A minimum of three professional references** for which similar or comparable services have been performed. Include name, mailing address, and telephone number of primary contact person.

V. **Selection Process**

A. Review and Selection

The City’s selection committee will compare submittals against the mandatory criteria. A combination of objective and subjective criteria will be used to determine each consultant’s suitability to perform this work. Following the review and selectin process, it is the intention of the City of Seaside’s Recreation Department to negotiate a contract with one consultant.

The City of Seaside will not pay for any cost incurred by any consultant resulting from preparation or submittal of a proposal in response to the RFQ. The City reserves the right to modify or cancel in part or in its entirety this RFQ. The City reserves the right to reject any or all submittals and to waive any defects and/or informalities.

B. Closing Date

“#” labeled copied of the RFQ with a separate sealed and labeled envelope containing the cost Summary must be received by the City of Seaside’s recreation department, 986 Hilby Avenue, Seaside CA 93955 no later than 4:00 p.m. PST Friday, November 4, 2022. Postmarks will not be accepted.

“Late responses will only be accepted if an extension is provided 24 hours in advance”
or “Late responses will not be accepted”

C. Inquiries

Questions regarding this RFQ should be addressed to:

Dan Meewis, Recreation Director
City of Seaside
dmeewis@ci.seaside.ca.us
(831) 899-6821

VI. Limitations

It is highly recommended that the limitations be provided in the RFQ document to avoid and legal implication. Always consult your Board and a lawyer for advice.



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: January 30, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS FOR PREPARATION OF CONCEPT PLANS FOR LINCOLN CUNNINGHAM AND HAVANA SOLIZ PARKS PROJECT FOR AN AMOUNT NOT TO EXCEED \$66,000.00

RECOMMENDATION

Adopt a resolution authorizing a professional services agreement with Whitson Engineers for preparation of concept plans for the Lincoln Cunningham and Havana Soliz Parks Project for an amount not to exceed \$66,000.00.

BACKGROUND

Lincoln Cunningham and Havana Soliz Parks are located near the intersection of San Pablo Avenue and Lincoln Street. Both parks currently have paths and vegetated areas. A portion of Havana Soliz is utilized as a community garden and Lincoln Cunningham has a half-court basketball court. The Phase 1 Trails Project was to include trails improvements for Havana Soliz, Lincoln Cunningham, and Manzanita Stuart Park. Design consultants recommended developing concepts for the parks before proceeding with a project to improve the trail only. Developing the park concepts will provide park layouts, determine trail locations, ensure proper drainage, and prepare for accessibility in anticipation of future park amenities. It is recommended to develop the park features at one time. If the trails are constructed first, they are likely to get demolished in the process of constructing the park amenities.

In late December 2022, staff requested a proposal from Whitson Engineers to prepare concept plans for Lincoln Cunningham and Havana Soliz Parks. On January 6, 2023, Whitson Engineers submitted a proposal to prepare the concept plans in the amount not to exceed \$66,000.00. The proposal includes assessing existing conditions,

preparing three concepts, and developing a master plan for Lincoln Cunningham and Havana Soliz Parks which incorporates concept level design of the trails in parks. Staff reviewed the scope and fee in the proposal, and finds it acceptable.

FISCAL IMPACT

The professional services agreement from Whitson Engineers to create concepts for the Lincoln Cunningham and Havana Soliz Parks is in the amount of \$66,000.00, to be billed on a time and materials basis. A 10% contingency adds \$6,600.00 for a total agreement amount of \$72,600.00.

The adopted fiscal year 2022/23 budget for the Phase 1 Trails (Account No. 342-8910-9581) is \$269,100.00. There are sufficient funds in the fiscal year 2022-2023 Phase 1 Trails budget for the proposed park concepts.

Staff recommends adopting a resolution authorizing the City Manager to execute a professional services agreement with Whitson Engineers for preparation of concept plans for the Lincoln Cunningham and Havana Soliz Parks Project for an amount not to exceed \$66,000.00 and written amendments such that the total agreement does not exceed \$72,600.00.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS TO PREPARE A CONCEPT PLANS FOR LINCOLN CUNNINGHAM AND HAVANA SOLIZ PARKS FOR AN AMOUNT NOT TO EXCEED \$66,000.00

WHEREAS, the Phase 1 Trails Project included trail improvements for Havana Soliz, Lincoln Cunningham, and Manzanita Stuart Parks; and

WHEREAS, design consultants recommended developing concepts for the parks before proceeding with a project to improve the trial only; and

WHEREAS, developing the park concepts will provide park layouts, determine trail locations, ensure proper drainage, and prepare for accessibility in anticipation of future park amenities.

WHEREAS, staff requested a proposal from Whitson Engineers to prepare concept plans for Havana Soliz and Lincoln Cunningham Parks; and

WHEREAS, on January 6, 2023, Whitson Engineers provided a proposal to develop the concept plans for Havana Soliz and Lincoln Cunningham Parks in the amount not to exceed \$66,000.00; and

WHEREAS, Whitson Engineers has prepared concept plans for Parks for numerous other agencies in the Bay Area; and

WHEREAS, work Whitson will perform under their agreement includes but is not limited to assessing existing conditions, preparing three concepts, and developing a master plan for Lincoln Cunningham and Havana Soliz Parks which incorporates concept level design of the trails in Parks; and

WHEREAS, Staff reviewed the scope of work and fee in the proposal, and finds it acceptable; and

WHEREAS, an amount of \$6,600.00 contingency, 10% of the contract value, should be authorized on an as required basis; and

WHEREAS, the adopted fiscal year 2022/23 budget for the Phase 1 Trails Project Account (No. 342--8910-9581) is \$269,100.00; and

WHEREAS, there are sufficient funds in the Phase 1 Trails Account to fund the preparation of concept plans for the Lincoln Cunningham and Havana Soliz Parks; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a Professional Services Agreement with Whitson Engineers to prepare concept plans for the Lincoln Cunningham and Havana Soliz Parks for an amount not to exceed \$66,000.00 and written amendments such that the total agreement does not exceed \$72,600.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 30th day of January, 2023 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
FOR LINCOLN-CUNNINGHAM AND HAVANA-SOLIZ PARKS -
CONCEPT PLANS**

THIS AGREEMENT, is made and effective January 30, 2023, between the City of Seaside, a municipal corporation ("Agency") and Whitson Engineers, a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than July 30, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. AGENCY MANAGEMENT

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

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed SIXTY SIX THOUSAND DOLLARS (\$66,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, Agency shall have no obligation or duty to continue

compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

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

8. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

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

(b) For All Other Liabilities

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

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the Agency a wholly independent Consultant. The personnel performing the services under this

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

for work to be performed in connection with the Project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

16. NOTICES

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

To Agency:

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

To Consultant:

Whitson Engineers

6 Harris Court

Monterey, CA 93940

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, Nathaniel Milam, PE shall be the Project Manager and Engineer of Record for the services described in this Agreement.

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the

representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. WORK SCHEDULED/TIME OF COMPLETION

Consultant shall perform all services in a timely manner.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT: Whitson Engineers

By: 
Richard Weber, PE, PLS, QSD
Principal

Date: 1/25/2023

City of Seaside
A Municipal Corporation

Jaime Fontes, City Manager

Date: _____

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

EXHIBIT A

SCOPE OF WORK/CONSULTANT PROPOSAL

January 6, 2023

Project No.: 2071.32

Melissa Savage
Assistant Engineer
City of Seaside, Public Works
440 Harcourt Ave.
Seaside, CA 93955

**Re: Lincoln-Cunningham and Havana-Soliz Park Improvements
Proposal for Land Surveying and Civil Engineering Services**

Dear Ms. Savage:

Thank you for the opportunity to make this proposal. We understand that the City requests us to work with the City to develop a Master Plan for Lincoln-Cunningham and Havana-Soliz Parks, to guide development of future projects within the two parks. We therefore propose the following scope of work:

SCOPE OF SERVICES

Land Surveying

1. Obtain and review title report, research record maps, and layout record boundary and easements per the provided title report.
2. Research existing State Plane control and city benchmark control.
3. Tie into existing field control and set new control as required for completion of the survey.
4. Provide control point pre-flight paneling for the aerial mapping and check the panels on the day of the aerial photography.
5. Obtain aerial mapping for the project area. Mapping will be at a scale of 1" = 20' with a 1 foot contour interval, scattered spot elevations, and all visible plan features and utility covers. The mapping limits are shown in the attached Survey Limits exhibit.
6. Request utility maps for the project area from utility owners and from the city. Incorporate the provided utility information into the project existing conditions map.
7. Perform supplemental surveying of visible utilities that are located within the survey area. Supplemental surveying will include verification of visible utilities and measuring invert elevations of all storm and sewer structures within the project areas.

Concept Plan

1. Our subconsultant, BFS Landscape Architects, will work with city staff to develop a Master Plan for the two parks. This effort will include evaluation of priorities and needs, development of up to three concept design alternatives for review with city staff and Parks and Rec Commission, and presentation of one preferred concept

Lincoln-Cunningham and Havana-Soliz Park Improvements

plan to City Council. See attached proposal from BFS Landscape Architects for detailed scope.

2. Whitson Engineers will support BFS during the Concept Design phase by providing input on civil engineering design aspects including grading and drainage, pedestrian accessibility, and cost estimating.

Assumptions

1. Our scope of work is limited to Master Plan / Concept Design only and does not include preliminary design, final design or Construction Documents.
2. City will provide any available record drawings prior to the beginning of work.
3. Supplemental surveying will be needed during final design to confirm precise elevations and locations for flatwork connections.

Exclusions

The following work is specifically excluded from the Engineer's Scope of Services:

1. Underground utility locating
2. Preparation of design documents beyond the identified Concept Design drawings
3. Preparation of reports needed for design or permit, such as Storm Water Control Plan, SWPPP, Geotechnical Report, CEQA Document, Construction Management Plan, Arborist's Report, etc.

SCHEDULE

We anticipate the work outlined in the attached Scope of Services will require 16 weeks to complete. Assuming we receive NTP on January 27, 2023, work will be complete on May 19, 2023.

PAYMENT AND PROVISIONS:

Our estimated fees for the services described in the above Scope of Services are:

Land Surveying	\$27,000
Concept Plan	\$39,000
Total	\$66,000

Progress billings will be on a Time and Materials basis as work is being completed, in accordance with the attached Rate Schedule. If this proposal is acceptable, please forward a contract for execution.

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

Sincerely,



Nathaniel Milam, PE, QSD
Senior Civil Engineer

For Richard Weber PE, LS, QSD | Principal
RCE 55219, LS 8002, QSD 20534

Lincoln-Cunningham and Havana-Soliz Park Improvements									
Time and Materials Estimate									
1/6/2023 NDM T41									
Land Surveying									
		PE	SCE	LS	AE	AE2	1P	2P	Totals
	Rate:	\$ 240	\$ 195	\$ 175	\$ 150	\$ 130	\$ 210	\$ 350	Hours Cost
1,2	Title Review, Boundary			12	12				24 \$ 3,900
3,4	Aerial Control			2				8	10 \$ 3,150
5	Aerial Mapping (subconsultant)								0 \$ -
6	Request and Incorporate Utility Maps				2				2 \$ 300
7	Supplemental Surveying			4	8		8	16	36 \$ 9,180
--	Project Management, QA/QC	1	2	4					7 \$ 1,330
	Subtotal:	1	2	22	22	0	8	24	79 \$ 17,860
Professional Personnel Estimate:									\$ 17,860
Title Reports:									\$ 1,100
Subconsultant - Aerial Photomapping Services:									\$ 6,950
10% Administrative Fee:									\$ 805
Reimbursable Expenses Budget:									\$ 285
Total Estimate, Land Surveying:									\$ 27,000
Master Plan									
		PE	SCE	LS	AE	AE2	1P	2P	Totals
	Rate:	\$ 240	\$ 195	\$ 175	\$ 150	\$ 130	\$ 210	\$ 350	Hours Cost
	Master Plan (subconsultant)								0 \$ -
	Civil Support of Master Plan effort	2	8						10 \$ 2,040
--	Project Management, QA/QC	2	8						10 \$ 2,040
	Subtotal:	4	16	0	0	0	0	0	20 \$ 4,080
Professional Personnel Estimate:									\$ 4,080
Subconsultant - BFS Landscape Architects:									\$ 30,000
10% Administrative Fee:									\$ 3,000
Reimbursable Expenses Budget:									\$ 1,920
Total Estimate, Master Plan:									\$ 39,000
Total Estimate:									\$ 66,000



proposed aerial
control panel location
(typical)

survey limit

Scope of Services

Lincoln Cunningham – Havana Soliz Parks Master Plan
January 6, 2023

PROJECT DESCRIPTION

The City of Seaside has requested from Whitson Engineers and BFS Landscape Architects a scope and fee to prepare an overall master plan for the City's Lincoln Cunningham – Havana Soliz Parks. The parks are physically separated by Lincoln Street but together have an area of 4.85 acres. The existing parks have a variety of amenities including basketball, picnic areas, playgrounds, sculptural elements, and walking paths.

The following scope from BFS Landscape Architects will include assessing the existing parks by onsite park visits, meetings with City Staff, and Whitson Engineer's preparation of site topographical surveys. BFS will meet with City Staff to discuss the priorities and needs of both staff, the community and the park's maintenance department. Once the existing conditions are assessed and the priorities and programming are defined, BFS will prepare and submit to City Staff no more than (3) draft concept plans for review. BFS will meet and review with City Staff the draft concept plans and the team will identify a preferred concept plan. BFS will prepare a preferred concept plan and cost estimate and submit the documents to City Staff for review. City Staff are to present the preferred concept plan to City of Seaside Parks and Recreation Commission and City Council with BFS assistance.

Not included in this scope of work is the inclusion of specialized design consultants i.e.-skatepark designer, pump track designer or sprayground designer. Should the City determine that a specialized park amenity is to be included in the conceptual design, this will be considered an additional service to the City.



1.0 CONCEPTUAL DESIGN (ASSUMES 12 WEEKS DURATION)

- 1.01 Attend Project start up meeting. Review scope of services and schedule with Owner / Project Manager [PM].
- 1.02 Collect existing information. Obtain and review relevant site data and planning documents from City.
Includes:
 - a. Topographic/Survey CAD Files
 - b. GIS Data Files
 - c. As-Built Plans of Park Improvements
 - d. Relevant titles/easement reports
 - e. Relevant lease agreements
 - f. Existing user surveys collected by City Staff
- 1.03 Visit project site with City Staff to gain understanding of the park sites and review topographic/survey information in the field. Discuss specific goals for the Parks. Meet with maintenance staff to discuss day to day operations of the parks.
- 1.04 Prepare and format site base map.
- 1.05 Meet with City Staff to discuss park programming opportunities. Review existing park programming and discuss current priorities and needs of City staff and community members. BFS to prepare a draft program document highlighting recreational uses and supporting structures or amenities that will influence park

20220106_Lincoln Cunningham Havana Soliz Parks MP_BFS SCOPE.docx

BFS Landscape Architects ▪ bfsla.com

425 Pacific Street, Suite 201, Monterey, California 93940 ▪ (831) 646-1383 P ▪ (831) 373-8653 F
1580 West El Camino Real, Suite 12, Mountain View 94040 ▪ (650) 326-6622 P ▪ (650) 963-9421 F

development.

- 1.06 Prepare and submit no more than (3) conceptual design alternatives based on previous meetings, site visits and information received from City Staff. Prepare 'order of magnitude' estimates for implementation costs. Conceptual designs to be hand drawn and overlaid on a scaled site map.
- 1.07 Review conceptual design alternatives and estimates with City Staff.
- 1.08 Refine and submit conceptual design alternatives and estimates as required.
- 1.09 Assist City Staff in presentation to City of Seaside Parks and Recreation Commission (PRC). City Staff to present alternatives to Commission for feedback and discussion
- 1.10 Review PRC comments with City Staff and establish direction for preferred conceptual plan.
- 1.11 Prepare and submit preferred conceptual plan and cost estimate to City Staff. Preferred plan to be hand drawn and overlaid on scaled site map. Plan to be digitally rendered.
- 1.12 Review preferred conceptual plan with City Staff and revise per comments received.
- 1.13 Assist City Staff in presentation to City of Seaside City Council. City Staff to present to City Council preferred conceptual plan to Council approval.
- 1.14 Revise preferred conceptual plan and estimate based on City Council direction and submit to City staff final conceptual plan and estimate.
- 1.15 Meet with City Staff to review final conceptual plan and discuss next steps forward.

DELIVERABLES

Meeting minutes for Site Visit with Staff

Meeting minutes for Programming and Needs Discussion with Staff

Draft Conceptual Plans with estimates-no more than 3

Preferred Conceptual Plan with estimate

Final Conceptual Plan with estimate

MEETINGS

Consultant Coordination Meetings as Needed with Whitson Engineers

(8) Meeting with City Staff

(1) Parks and Recreation Commission Meeting

(1) City Council Meeting

5.0 ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only as authorized and on an hourly basis unless otherwise approved.

- 5.10 Community Meetings as authorized by the Owner
 - a. Preparation of outreach and presentation materials
 - b. Facilitation of community meeting
 - c. Translation services for materials and meeting discussion to be a reimbursable expense.
 - d. Summary of community meeting

- 5.20 Additional meetings as authorized by the Owner / PM.

EXCLUSIONS

The following are excluded from our scope of services.

- 1. Printing and distribution of flyers / agenda / handouts for Community meetings.
- 2. Translation services for Community meetings.
- 3. CEQA document preparation and approvals.
- 4. Site Survey. Assumed to be in civil scope.
- 5. Geotechnical Survey / Report.
- 6. Tree survey / Arborist Report.

-END -

COMPENSATION

1.0	CONCEPTUAL DESIGN.....	\$29,170	
5.0	ADDITIONAL SERVICES		
5.1	Community Meetings.....	\$10,000	N.I.C.
5.2	Additional Meetings	\$600 per meeting	N.I.C.
	REIMBURSABLE EXPENSES BUDGET	\$1,500	
	TOTAL	\$30,670	

HOURLY RATES AND REIMBURSABLE EXPENSES: See current Standard Schedule of Compensation. All costs for printing, special delivery, horticultural soils analysis, Owner business licenses and fees, consultant services, and other costs directly related to the project would be billed as a reimbursable expense at our cost plus a fifteen percent administration charge.

Attachments: Standard Schedule of Compensation, dated 5/2022.

Notice: Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at: Landscape Architects Technical Committee, 2420 Del Paso Rd, Unit 105, Sacramento, CA 95834 (916) 575-7230.

Standard Schedule of Compensation

May 2022



GENERAL

The following list of fees and reimbursable expense items shall be used in providing services within our agreement and may be annually adjusted, upon issuance of an updated Standard Schedule of Compensation:

Principal	\$220/hour
Associate Principal	\$205/hour
Associate	\$190/hour
Project Manager	\$170/hour
Assistant Project Manager	\$160/hour
Designer	\$140/hour
Assistant Designer	\$120/hour
Design/Graphics Intern	\$45/hour
Word Processor/Clerical	\$85/hour

ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only with prior authorization and on an hourly basis unless otherwise approved.

REIMBURSABLE EXPENSES

All costs for printing and plotting, special delivery, mileage, and other costs directly related to the project will be accounted as a reimbursable expense at our cost plus a fifteen percent administration charge.



Lincoln Cunningham - Havana Soliz Parks
City of Seaside
01/06/2023

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Agency and approved of in writing.

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

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant's compensation.

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

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

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

Exhibit C

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

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Introduction

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

Proposal Requirements

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

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

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

Statement of Qualifications Submittal Requirements

The SOQ should include the following information:

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

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

Schedule for Selection Process

The proposed consultant selection schedule is as follows.

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

Questions Regarding This Project

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

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

Form of Agreement

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

Evaluation and Rating Criteria

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

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

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

PRELIMINARY SCOPE OF SERVICES

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

A. Engineering Services

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

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

B. Professional Services

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

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

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

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

General Provisions

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

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

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

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

Non-Discrimination & Non-Preferential Treatment

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

Grounds for Disqualification

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

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

Records and Financial Data

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

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

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

RESOLUTION NO. 22-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING AN ON-CALL LIST FOR ENGINEERING SERVICES

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

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

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

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

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

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

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

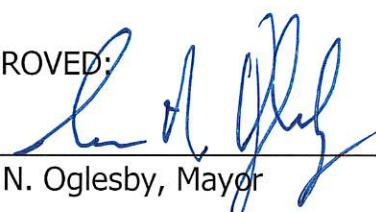
NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' to provide engineering services on an as needed basis; and

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

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

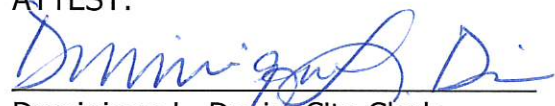
AYES:	5	COUNCIL MEMBERS	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

APPROVED:



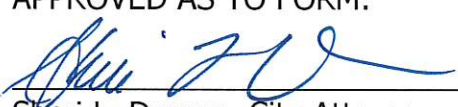
Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk

APPROVED AS TO FORM:



Sheri L. Damon, City Attorney



EXHIBIT "A"

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

Kimley-Horn and Associates, Inc.

1615 Bunker Hill Way, #200
Salinas, CA 93906

Harris & Associates, Inc.

450 Lincoln Avenue, Suite 103
Salinas, CA 93901

Schaaf & Wheeler, Consulting Civil Engineers

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

Ruggeri-Jensen-Azar, Inc.

8055 Camino Arroyo
Gilroy, CA 95020

Verde Design, Inc.

2455 The Alameda
Santa Clara, CA 95050

Wallace Group, Inc.

201 John Street, Suite H
Salinas, CA 93901

MNS Engineers, Inc.

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

Whitson Engineers, Inc.

6 Harris Court
Monterey, CA 93940

Pavement Engineering, Inc.

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

CSG Consultants, Inc.

3150 Almaden Expressway, #255
San Jose, CA 95118

ZFA Structural Engineers, Inc.

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



CITY OF SEASIDE STAFF REPORT

Item No.: 9.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: January 30, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A BUDGET AMENDMENT IN THE AMOUNT OF \$66,908.00 FOR THE LINCOLN CUNNINGHAM PARK BASKETBALL COURT PROJECT FOR A TOTAL PROJECT BUDGET OF \$316,908.00 AND AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BFS LANDSCAPE ARCHITECTS IN AMOUNT NOT TO EXCEED \$12,000.00

RECOMMENDATION

Adopt a resolution authorizing a budget amendment in the amount of \$66,908.00 for the Lincoln Cunningham Park Basketball Court Project for a total project budget of \$316,908.00, and an amendment to the professional services agreement with BFS Landscape Architects in amount not to exceed \$12,000.00.

BACKGROUND

Lincoln Cunningham Park is located at San Pablo Avenue and Yosemite Street, near Havana Soliz and Manzanita Stuart parks. Council approved the replacement of the basketball court, referred to as the Lincoln Cunningham Park Basketball Court Project. On August 10, 2022, BFS Landscape Architects entered into a professional services agreement with the City for design services for the project. The scope of work included design services and cost estimates for demolition of an existing half basketball court, rock walls, and pavement, and the construction of a new full high school regulation basketball court with two basketball hoops and goals, court striping, site furnishings, and stormwater measures.

On December 19, 2022, BFS Landscape Architects prepared the attached initial engineer's estimate. The engineer's estimate which includes construction, construction management, bid support, and construction contingency exceeds the project budget.

In mid January 2023, staff requested a proposal from BFS Landscape Architects to provide bid support, design services during construction, and construction observation for Lincoln Cunningham Basketball Court Project. On January 24, 2023, BFS Landscape Architects submitted a proposal for bid and construction phase support in the amount of \$12,000.00. The proposal includes bid reviews, meetings, reviewing submittals, responding to requests for information, and reviewing contractors pay applications. Staff reviewed the scope and fee in the proposal, and finds it acceptable.

Havana Soliz Park Revitalization Project has not yet started design. None of the project funds are expected to be expended in FY 2022/23 due to the delays. A budget for the improvements at Havana Soliz Park can be requested next fiscal year.

FISCAL IMPACT

Council approved a budget of \$250,000.00 for Lincoln Cunningham Park Improvements (342-8910-9579) for fiscal year 2022/23 to replace the existing basketball court. On August 10, 2022, BFS Landscape Architects entered into a professional services agreement with the City for design services for the Project for the amount of \$24,600.00. BFS Landscape Architects developed a preliminary concept and cost estimate for the project.

BFS Landscape Architects submitted a preliminary construction cost estimate of \$292,308.00 which includes construction, construction management, bid support, and 10% construction contingency. The total project cost, including \$24,600.00 for design, is \$316,908.00. An additional amount of \$66,908.00 is needed for the project.

An amendment for BFS Landscape Architects to perform bidding and construction support is for a not to exceed amount of \$12,000.00, to be billed on a time and materials basis. A 10% contingency adds \$1,200 for a total of \$13,200.00 for bidding and construction support. This support cost is included in the construction cost estimate discussed above.

The additional funds required for the Lincoln Cunningham Park Basketball Court Project could come from the Havana Soliz Park Improvements Project. The adopted fiscal year 2022/23 budget for the Park Improvements - Havana Soliz (Account No. 342-8910-9570) is \$100,000.00. There are sufficient funds in the fiscal year 2022-23 Park Improvements - Havana Soliz budget for additional costs for design and construction of the Lincoln Cunningham Park Basketball Court Project.

Staff recommends adopting a resolution authorizing a budget amendment in the amount of \$66,908.00 from the Havana Soliz Park Revitalization Project (342-8910-9570) to the Lincoln Cunningham Park Basketball Court Project (342-8910-9579), and authorizing the City Manager to execute a amendment to the professional services

agreement with BFS Landscape Architects in an amount not to exceed \$12,000.00 and additional written amendments of \$1200.00 for a total professional services agreement of \$37,800.00.

ATTACHMENTS

1. Resolution
 2. PSA Amendment
 3. Concept & Cost Estimate
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING A BUDGET AMENDMENT FOR THE LINCOLN CUNNINGHAM BASKETBALL COURT PROJECT FOR AN AMOUNT OF \$66,908.00 AND A TOTAL PROJECT BUDGET OF \$316,908.00, AND AN AMENDMENT IN THE AMOUNT OF \$12,000.00 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BFS LANDSCAPE ARCHITECTS

WHEREAS, the City Council approved a budget of \$250,000.00 for the Lincoln Cunningham Park Basketball Court in the fiscal year 2022/23 Capital Improvement Program annual budget to replace the existing basketball court at the park; and

WHEREAS, on August 10, 2022, the City entered into a Professional Services Agreement with BFS Landscape Architects in the amount of \$24,600.00 for replacing the existing basketball court with a new, high school regulation full-size basketball court at Lincoln Cunningham Basketball Court; and

WHEREAS, the proposal included design and construction cost estimate for a full high school regulation basketball court, two basketball hoops and goals, court striping, site furnishings, and stormwater measures; and

WHEREAS, the preliminary construction cost estimate including bidding support, construction management, design services during construction, inspections, and contingencies is \$292,308.00; and

WHEREAS, an amendment for BFS Landscape Architects to perform bidding and construction support is for an amount not to exceed \$12,000.00; and

WHEREAS, a 10% contingency, \$1,200.00, is appropriate for a professional service agreement amendment for bidding and construction support; and

WHEREAS, bidding and construction support including its associated contingency is included in the preliminary construction cost estimate for the Lincoln Cunningham Park Basketball Court Project; and

WHEREAS, based on the construction cost estimate, additional services, and contingencies, and additional amount of \$66,908.00 is needed for the project resulting in a revised project budget of \$316,908.00; and

WHEREAS, the adopted fiscal year 2022/23 budget for the Park Improvements-Havana Soliz (Account No. 342-8910-9570) is \$100,000.00; and

WHEREAS, there are sufficient funds in the fiscal 2022/23 Park Improvements – Havana Soliz budget for the additional costs for design and construction of the Lincoln Cunningham Park Basketball Court Project;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the Finance Director to process a budget amendment in the amount of \$66,908.00 from the Havana Soliz Park Revitalization Project (342-8910-9570) to the Lincoln Cunningham Park Basketball Court Project (342-8910-9579), and authorizes the City Manager to execute an amendment to the professional services agreement with BFS Landscape Architects in an amount not to exceed \$12,000.00 and additional written amendments of \$1,200.00, for a total professional services agreement amount of \$37,800.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 30th day of January 2023, 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

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

Date: January 24, 2023

Change Requested by: City/District: X Consultant:

Contract Date: August 10, 2022 **Project Name:** Lincoln Cunningham Park Basketball Court Design

To (Consultant): BFS Landscape Architects, 425 Pacific Street, Suite 201 Monterey, CA 93940

You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project.

The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

MODIFY the following text in **Section 1, "Term"**

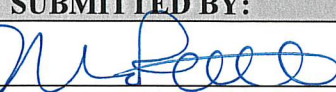
This Agreement shall commence on the effective date stated above and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

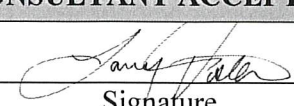
MODIFY the following text in **Section 2, "Services"**

Consultant shall perform the tasks described and set forth in **Exhibit A and A1** attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A and A1**.

MODIFY the following text in **Section 22, "Contents of Request for Proposal and Proposal."**

Consultant is bound by the contents the proposal submitted by the Consultant, **Exhibit A and A1** attached hereto.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$24,600.00	\$0.00	\$12,000.00	\$36,600.00
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
12 Months	June 30, 2023	12 Months	June 30, 2024
SUBMITTED BY:			
		Nisha Patel, City Engineer / PW Director	1-26-23
Signature		Name and Title	Date
CITY APPROVAL BY:			
		Jaime M. Fontes, City Manager	
Signature		Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Larry Foster, Principal in Charge	1/26/23
Signature	Name and Title	Date

Additional Scope of Services

Lincoln Cunningham Basketball Courts
January 26, 2023



4.0 BIDDING AND CONSTRUCTION OBSERVATION

- 4.01 Attend pre-bid meeting with Owner / CM and potential bidders to discuss bidding procedures.
- 4.02 Provide technical assistance during the bid process, including preparation of Addenda. Respond to questions as directed by Owner / CM. Provide written or graphic clarification as appropriate.
- 4.03 Provide the Contractor a Conform Set of Drawings incorporating all addenda revisions.
- 4.04 Attend pre-construction meeting with Owner / CM and Contractor to discuss construction procedures.
- 4.05 Respond to Requests for Information (RFI); furnish Clarifications, Revisions, and Architects Supplementary Instructions (ASI) to the Owner / CM; any change orders will be prepared by Owner / CM.
- 4.06 Review and process submittals, samples and Shop Drawings. Review proposed substitutions if any, for conformance to drawings and technical specifications.
- 4.07 Review and comment on Contractors Pay Applications and Proposed Change Orders
- 4.08 Attend [10] weekly project (OAC) meetings and on-site construction reviews followed by written field reports and/or meeting minutes. Assumes [X]-months construction and [X]-months landscape maintenance
 - a. Substantial Completion Review – at start of landscape maintenance
 - b. Punch-list Check – during landscape maintenance
 - c. Final Review – at end of landscape maintenance
- 4.09 Close-out project including administrative documentation.

Fee for Tasks 4.01-4.08 will be on a Time and Materials Basis for a Total Not to Exceed: \$12,000

AGREED & AUTHORIZED TO PROCEED

Name

Date

Company

HOURLY RATES AND REIMBURSABLE EXPENSES: See current Standard Schedule of Compensation. All costs for printing, special delivery, horticultural soils analysis, Owner business licenses and fees, consultant services, and other costs directly related to the project would be billed as a reimbursable expense at our cost plus a fifteen percent administration charge.

Attachments: Standard Schedule of Compensation, dated 5/2022.

Notice: Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at: Landscape Architects Technical Committee, 2420 Del Paso Rd, Unit 105, Sacramento, CA 95834 (916) 575-7230.

Standard Schedule of Compensation

May 2022



GENERAL

The following list of fees and reimbursable expense items shall be used in providing services within our agreement and may be annually adjusted, upon issuance of an updated Standard Schedule of Compensation:

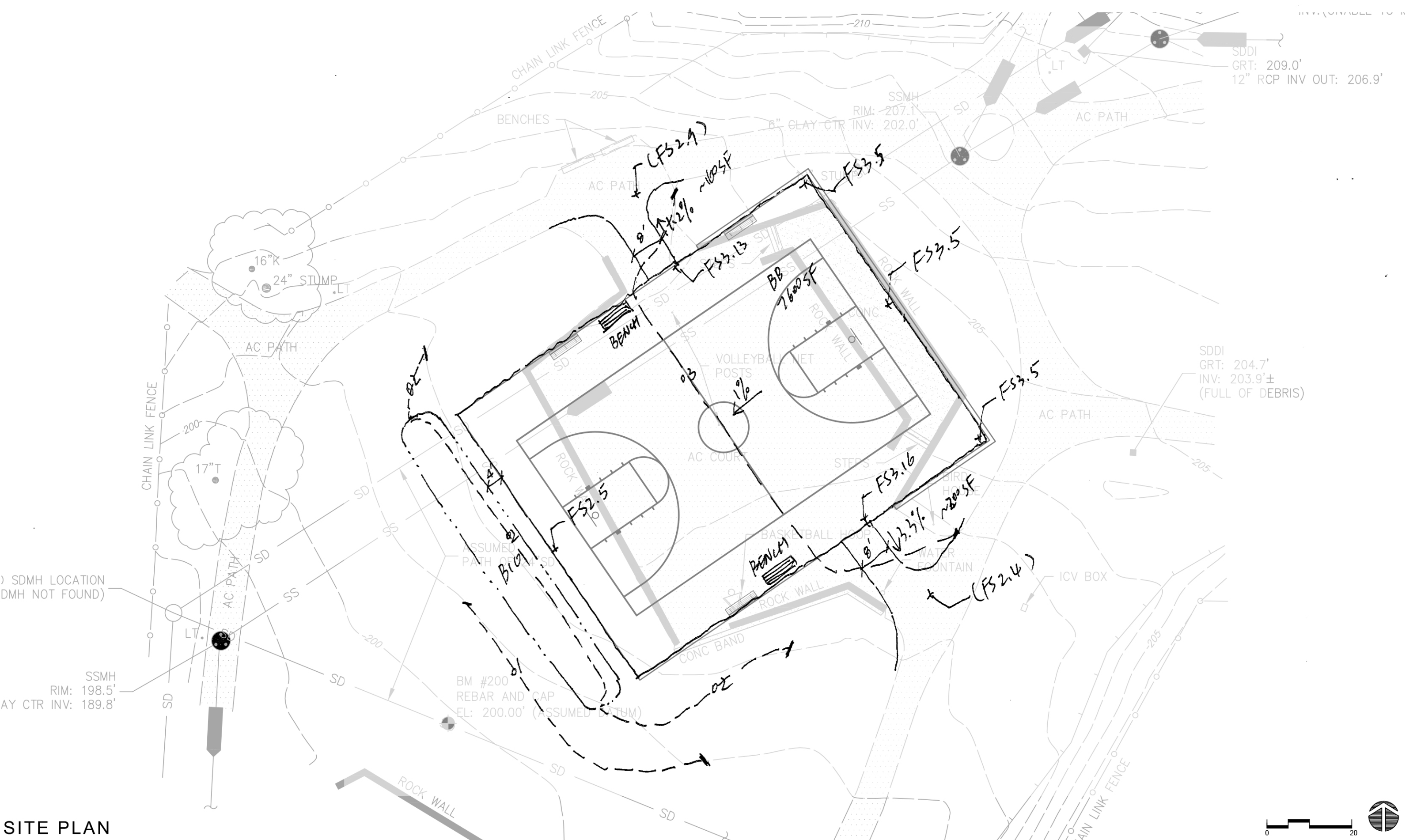
Principal	\$220/hour
Associate Principal	\$205/hour
Associate	\$190/hour
Project Manager	\$170/hour
Assistant Project Manager	\$160/hour
Designer	\$140/hour
Assistant Designer	\$120/hour
Design/Graphics Intern	\$45/hour
Word Processor/Clerical	\$85/hour

ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only with prior authorization and on an hourly basis unless otherwise approved.

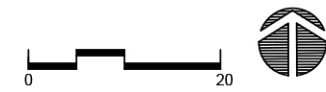
REIMBURSABLE EXPENSES

All costs for printing and plotting, special delivery, mileage, and other costs directly related to the project will be accounted as a reimbursable expense at our cost plus a fifteen percent administration charge.



SITE PLAN

LINCOLN CUNNINGHAM BASKETBALL COURT REHABILITATION
SEASIDE, CA



ESTIMATE OF PROBABLE CONSTRUCTION COSTS

Project Name: Lincoln Cunningham Basketball Court Rehabilitation BFS Project Number: 22.046
 Reference Drawing: concept plan
 Issuance: Preliminary Design Estimate By: JL
 Date: December 19, 2022 Checked By: BM



	Quantity	Unit	Cost	Item Total	Subtotal
TEMPORARY FACILITIES & CONTROLS					\$ 10,800
Construction Staking	1 LS	\$	800.00	\$ 800	
Temporary Construction Fence, 6' High Chainlink	600 LF	\$	15.00	\$ 9,000	
Construction Signs	1 LS	\$	1,000.00	\$ 1,000	
DEMOLITION					\$ 57,095
Pavements	7,539 SF	\$	5.00	\$ 37,695	
Walls and steps	376 LF	\$	25.00	\$ 9,400	
Site Utilities (Allowance)	1 LS	\$	5,000.00	\$ 5,000	
Miscellaneous (Allowance)	1 LS	\$	5,000.00	\$ 5,000	
EARTHWORK AND GRADING					\$ 18,825
Earthwork	150 CY	\$	70.00	\$ 10,500	
Fine grading	16,649 SF	\$	0.50	\$ 8,325	
UTILITIES - STORM DRAIN					\$ 36,500
18" Drain Inlet (Bioretention Pond)	1 EA	\$	3,000.00	\$ 3,000	
4"-6" Storm Drain	50 LF	\$	150.00	\$ 7,500	
SD connections	1 EA	\$	1,000.00	\$ 1,000	
Bioretention Pond	500 SF	\$	50.00	\$ 25,000	
CONSTRUCTION					\$ 67,161
Asphalt paving over AB - pedestrian	8,342 SF	\$	5.50	\$ 45,881	
BB court striping	1 LS	\$	1,500.00	\$ 1,500	
Pedestrian Concrete Paving over AB (Bench pad)	80 SF	\$	16.00	\$ 1,280	
Benches	2 EA	\$	1,250.00	\$ 2,500	
Trash and recycling	2 EA	\$	2,500.00	\$ 5,000	
Basketball goal set	2 LS	\$	5,000.00	\$ 10,000	
Signage Allowance	1 LS	\$	1,000.00	\$ 1,000	
PLANTING & IRRIGATION					\$ 14,748
Soil preparation and amendment	9,110 SF	\$	0.55	\$ 5,011	
Hydroseed, non-irrigated	9,110 SF	\$	1.00	\$ 9,110	
Contract maintenance for establishment period (60 days)	0 AC	\$	3,000.00	\$ 627	
SUBTOTAL					\$ 205,128
10% Design Contingency					\$ 20,513
15% Construction Phase Support Costs					\$ 30,769
10% City Construction Contingency					\$ 20,513
5% Bonds & Mobilization					\$ 10,256
2.5% Testing and Inspections					\$ 5,128
PARK DEVELOPMENT - GRAND TOTAL					\$ 292,308
The above items, amounts, quantities, and related information are based on BFS Landscape Architects' judgment at this level of document preparation and is offered only as reference data. BFS has no control over construction quantities, costs, and related factors affecting costs, and advises the client that significant variations may occur between this estimate of probable construction costs and actual construction prices.					
BUDGET					\$ 250,000
DIFFERENCE					\$ (42,308)
FENCING & GATES (BID ALT)					\$ 65,320
8' Tall vinyl coated chain-link fence	352 LF	\$	160.00	\$ 56,320	
8' Tall x 4' wide vinyl chain-link gate with ADA hardware	2 EA	\$	4,500.00	\$ 9,000	



CITY OF SEASIDE STAFF REPORT

Item No.: 9.D.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nick Borges, Acting Police Chief

DATE: January 30, 2023

SUBJECT: RECEIVE AND APPROVE IMMEDIATE TRAFFIC CALMING AND MITIGATION MEASURES ON HILBY AVENUE AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGES AND UPDATES TO MITIGATION MEASURES AS NEEDED

RECOMMENDATION

Approve immediate solutions to promote traffic calming measures on Hilby Avenue.

BACKGROUND

The City of Seaside is moving forward on a traffic calming plan for Hilby Ave. The planning and final recommendation is tentatively scheduled to be presented to City Council in the latter part of 2023. In the interim, the Seaside Police Department has an obligation to insure we are doing all we can to keep Hilby Ave and other roadways as safe as possible. The Seaside Police Department recommends sporadic and regular traffic enforcement to reduce speeding and stop sign violations. The following are areas of focus:

1. Enforce speed limit violations
2. Monitor and enforce speeding violations through a solar powered speed trailer (Seaside PD owned)
3. Publicize police enforcement efforts through social media outlets
4. Enforce and monitor intersections controlled by stop signs

The Police Department will work collaboratively with the Engineering Department and the consultant to insure we do not impede their data collection for the long term traffic calming plan. We also recommend the City Manager be authorized to approve enforcement and safety measures as needed.

FISCAL IMPACT

Potential overtime impact as needed.

ATTACHMENTS

1. Traffic Calming Work Plan approved 1/19/23
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
FOR THE HILBY AVENUE TRAFFIC CALMING WORK PLAN**

THIS AGREEMENT, is made and effective January 19, 2023, between the City of Seaside, a municipal corporation ("Agency") and Parisi Transportation Consulting, corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on January 19, 2023 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2024 unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. AGENCY MANAGEMENT

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

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Thousand Six Hundred Ten Dollars (\$100,610.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

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

(b) For All Other Liabilities

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

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

16. NOTICES

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

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

To Consultant: Parisi Transportation Consulting
58A Alta Vista Avenue
Mill Valley, CA 94941

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, David Parisi shall be the Project Manager and Engineer of Record for the services described in this Agreement.

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or

contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. WORK SCHEDULED/TIME OF COMPLETION

Agency and Consultant agree that time is of the essence in this Agreement. Agency and Consultant further agree that Consultants shall follow schedule as described in Exhibit A. Consultant shall not be responsible for delays caused by circumstances beyond its sole reasonable control.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

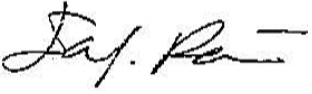
Consultant is bound by the contents of Agency's Request for Proposal, Exhibit D hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit A hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT: Parisi Transportation Consulting

By:  _____ Date: December 21, 2022
David Parisi, Principal

City of Seaside
A Municipal Corporation

_____ Date: _____
Jaime M. Fontes, City Manager

Attachments:	Exhibit A	Scope of Work/Consultant Proposal
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	RFQ: On-Call Consultants – Engineering Transportation Services
	Exhibit E	Resolution 22-21 Approving On Call Engineering Transportation Services

Hilby Avenue Traffic Calming Project Work Plan, Fee and Schedule

Parisi Transportation Consulting's work plan for the Hilby Avenue Traffic Calming Project, between Wheeler Street and General Jim Moore Boulevard, consists of the following seven tasks.

Task 1. Project Management

Parisi will attend a virtual project kick-off meeting with the City of Seaside's project manager to discuss the project's scope of work, schedule, and roles and responsibilities. Parisi will communicate with the City's project manager the status of project tasks, schedule, and budget via biweekly emails or conference calls. Parisi will respond to City emails and questions within 24 hours. Parisi will provide monthly progress reports and invoices that align with the project's milestones. It is assumed that the project's duration will be a maximum of nine months.

Deliverables:

- Project work plan, reporting and invoices by task.
- Biweekly progress meetings and calls, including meeting agendas and notes.

Task 2. Review of Collision Data, Traffic Volumes, and Travel Speeds

Parisi will analyze the most recent five years of available collision data. Parisi will review 2017-2021 collision data from the Statewide Integrated Traffic Records System (SWITRS). Collisions located on Hilby Avenue will be considered along with collisions that occurred up to 150 feet along each side street.

Data analysis will consist of both summary statistics and geospatial analysis. The data will be summarized to identify trends in severity, travel mode, and other relevant factors. The collisions will be mapped to identify hot spots for all collisions, collisions involving pedestrians, and collisions involving cyclists. Hot spot locations for specific collision types and primary collision factors will also be considered.

Parisi will collect daily traffic count data at two locations Hilby Avenue (i.e., two seven-day counts), as well as weekday peak hour turning movement counts at up to four intersections (i.e., two-hour a.m. peak and two-hour p.m. peak).

Parisi will also request vehicular travel speed data for specific locations along Hilby Avenue. The City of Seaside will collect this information, including directional average and 85th percentile speed data.

Deliverables:

- Summary collision data tables
- Corridor collision maps
- Summary of traffic counts
- Summary of vehicular speed data

Task 3. Review of Field Conditions and Preparation of Existing Conditions Mapping

Parisi will review user behaviors and in-field conditions considering the reported collision information, traffic counts, and vehicular speed data from Task 2.

Parisi will create a scaled base map of existing conditions along the 5,700-foot-long segment of Hilby Avenue between Wheeler Street and General Jim Moore Boulevard including, but not limited to curbs, sidewalks, curb markings, no parking areas, bus stops, crosswalks, lane lines, utility poles, lighting standards and signing. Roadways, key landmarks, and address numbers will be annotated on the map. Curb-to-curb dimensions will be shown for each block of Hilby Avenue. The base map will be prepared using available digital imagery and topographic information.

The base map will be prepared as a 1" = 50' scale strip map, which will be useful for community outreach. The base map will also be prepared to fit approximately five plan sheets (at 22" x 34").

Deliverables:

- Summary of user behaviors and field conditions
- Base mapping of existing conditions (strip map)
- Base mapping of existing conditions (five plan sheets)

Task 4. Preparation of Traffic Calming Toolkit and Community Outreach

Based on the results of Tasks 2 and 3, Parisi will develop a "toolkit" of potential traffic calming measures that could be considered along Hilby Street. Each measure will be identified with a photo or illustration, pros and cons for its potential application along the roadway, and approximate installation cost.

Parisi will facilitate an in-person community outreach workshop to review existing issues along the Hilby Avenue corridor and to introduce the toolbox of potential traffic calming measures. Parisi will present the corridor-wide strip maps at various facilitated "stations" at the meeting facility and will present a slide show of existing observations and conditions, as well as the "toolbox" of the potential traffic calming measures.

Parisi will provide a Spanish-speaking co-facilitator and will take notes on the community feedback of existing issues and input on potential traffic calming measures.

Prior to the workshop, Parisi will prepare copy for the workshop invitation, both in English and in Spanish. It is assumed that the City of Seaside will invite the community to the workshop via different forums, e.g., social media, postcards, etc.

If a second in-person workshop is desired to review existing issues and introduce the traffic calming toolbox, Parisi can provide this as an optional service.

Deliverables:

- Copy for workshop invitation
- Workshop presentation slide show
- Strip maps for workshop
- Written summary of input received at workshop
- Optional second workshop (same content as initial workshop); written summary of input

Task 5. Development of Preliminary Traffic Calming Plan

Based on the results of Tasks 2, 3 and 4, Parisi will prepare a preliminary traffic calming plan, with traffic calming measures illustrated in a conceptual fashion on the existing conditions mapping.

Traffic calming measures could include, but would not be limited to, supplemental signs and pavement markings, parking prohibitions, parking modifications, lane narrowing, driver speed feedback signs, median islands, refuge islands, raised crosswalks, midblock chokers, and intersection curb extensions. In addition, alternative intersection traffic controls including additional or fewer stop signs, and mini traffic circles, will be considered.

Parisi will coordinate with the City of Seaside when developing the preliminary traffic calming plan, including with the City's police and fire departments. The preliminary plan will be prepared on the base maps, which will illustrate conceptual designs with annotations and inset photos of sample treatments.

Deliverables:

- Preliminary traffic calming plan (strip map)
- Preliminary traffic calming plan (five plan sheets)

Task 6. Presentation of Preliminary Traffic Calming Plan to Community and TAC

Parisi will facilitate an in-person community outreach workshop to recap the first community workshop and then to present the preliminary traffic calming plan. Parisi will present the corridor-wide plan on strip maps at various facilitated "stations" at the meeting facility and will present a slide show summarizing the potential traffic calming measures.

Parisi will provide a Spanish-speaking co-facilitator and will take notes on the community feedback of the preliminary traffic calming plan.

Prior to the workshop, Parisi will prepare copy for the workshop invitation, both in English and in Spanish. It is assumed that the City of Seaside will invite the community to the workshop via different forums, e.g., social media, postcards, etc.

After the workshop, Parisi will present the preliminary traffic calming plan, along with community input, to the Technical Advisory Committee. It is assumed that this meeting will be held virtually.

Deliverables:

- Copy for workshop invitation
- Workshop presentation slide show
- Written summary of input received at workshop
- Presentation to TAC

Task 7. Preparation of Final Traffic Calming Plan and Presentation to City Council

Parisi will use the input from the second community workshop to modify the preliminary traffic calming plan, as appropriate. Parisi will coordinate with the City of Seaside when refining the plan, including the City's police and fire departments.

Parisi will prepare planning level construction cost estimates for implementation of the plan.

Parisi will prepare a slide show for presenting, in-person, the recommended plan to the Seaside City Council. In addition, Parisi will provide input to the staff report.

Deliverables:

- Final traffic calming plan (strip map)
- Final traffic calming plan (five plan sheets)
- Planning level construction cost estimate
- City Council presentation slide show

Fee Estimate

The estimated fee for conducting the above seven tasks is as follows:

Task	Principal	Managing	Associate		Labor	Expenses	Totals
	Consultant	Consultant	Consultant	Consultant	Subtotals		
	\$300.00	\$220.00	\$155.00	\$135.00			
1. Project Management	18	0	12	0	\$7,260.00	\$0.00	\$7,260.00
2. Review of Collision Data, Traffic Volumes, & Travel Speeds	4	6	12	32	\$8,700.00	\$3,200.00	\$11,900.00
3. Review of Field Conditions & Preparation of Existing Mapping	12	6	24	60	\$16,740.00	\$450.00	\$17,190.00
4. Preparation of Traffic Calming Toolkit & Community Outreach	16	8	16	42	\$14,710.00	\$950.00	\$15,660.00
5. Development of Preliminary Traffic Calming Plan	14	12	16	60	\$17,420.00	\$300.00	\$17,720.00
6. Presentation of Preliminary Traffic Calming Plan	16	0	18	32	\$11,910.00	\$950.00	\$12,860.00
7. Preparation of Final Plan & Presentation to City Council	16	6	0	32	\$10,440.00	\$450.00	\$10,890.00
Totals	96	38	98	258	\$87,180.00	\$6,300.00	\$93,480.00
4. Optional Task: Additional Community Workshop	8	4	8	16	\$6,680.00	\$450.00	\$7,130.00

Schedule

The project is estimated to require nine months from initiation to completion of Task 7. Tasks are assumed to be undertaken sequentially, with the exception of Task 1, Project Management, which will occur throughout the project's duration. The following shows the expected duration of each task, assuming the project commences on February 1, 2023:

- Task 1: February – October 2023.
- Task 2: February – March 2023.
- Task 3: March - April 2023.
- Task 4: May 2023.
- Task 5: June – July 2023.
- Task 6: August 2023.
- Task 7: September - October 2023.

HOURLY SERVICE RATES FOR PROFESSIONAL SERVICES

January 1, 2023 – December 31, 2023

Principal Consultant	\$250.00 - \$310.00
Managing Consultant	\$200.00 - \$250.00
Senior Consultant	\$160.00 - \$200.00
Consultant	\$125.00 - \$160.00
Associate Consultant	\$100.00 - \$130.00
Technician	\$95.00 - \$110.00

Notes:

Hourly service rates are effective through December 31, 2023. Subsequent annual increases will be reflected in the 2024 service rate schedule.

Reimbursable charges include, but are not limited to transportation charges, reproduction services, shipping expenses, and subconsultant fees. Mileage charges will be charged at the prevailing IRS rate per mile.

Monthly invoices are due within 30 days from the date of the invoice. Interest of 1.0% per month will be charged on past due invoices.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Umbrella or excess liability insurance. [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including

commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting

endorsement of any kind that has not been first submitted to Agency and approved of in writing.

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

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant's compensation.

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

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

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

REQUEST FOR QUALIFICATIONS 2020 - TRAFFIC ENGINEERING SERVICES FOR CITY OF SEASIDE

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Introduction

The City of Seaside (City) seeks Statements of Qualifications (SOQs) from qualified firms to provide professional Traffic Engineering (consultant) services. The City intends to select up to three consultants for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant(s). Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Selection will be based on demonstrated expertise in providing support to the City of Seaside Public Works and Engineering Department.

Proposal Requirements

SOQs must be received by 3:00 PM November 10, 2020 at the following address:

Nisha Patel, City Engineer
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

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

Statement of Qualifications Submittal Requirements

The SOQ should include the following information:

1. Name of proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.

2. Brief description and history of the proposed project team and experience of the principal contact. Clearly describe project team member's experience in traffic engineering design, traffic analysis, traffic calming, and transportation studies. Describe the average project size and scope of the team member's past projects.
3. Provide as exhibits, listings of your firm's and its principals' experience.
4. Enclosed is a copy of the City's standard contract, which stipulates, among other things, insurance requirements. Please confirm that the project team can accept the terms of the contract and has the required insurance, or can acquire insurance, that meets the minimum standards.
5. Please provide at least three professional references. Indicate which references are public agencies for which the project team, or its principals, have provided services for within the past five years.
6. Standard Hourly Fees: Provide your standard hourly fees by job classification and billing criteria for providing the services described in this RFQ in a separate sealed envelope. Do not provide in the response to this request as an exhibit or in the body of the response

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

Schedule for Selection Process

The proposed consultant selection schedule is as follows.

Release RFP	Tuesday, October 20, 2020
Proposal due	Tuesday, November 10, 2020
Interview Select Proposers, if necessary	November 10 to 25, 2020 if needed
Project Award	December 17, 2020

Questions Regarding This Project

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

Misty Bradshaw
City of Seaside-Engineering Division
440 Harcourt Avenue
Seaside, CA 93955
E-mail: mbradshaw@ci.seaside.ca.us
Phone (831) 899-6886

Form of Agreement

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

Evaluation and Rating Criteria

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

1. *Proposal*: Organization, presentation, and content of proposal. Conformance to the specified proposal format. – Max 5 points.
2. *Company/Organization*: Does the firm/individual offer the quality of services required for the types of services listed in the Scope of Work? Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Has the firm/individual demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein? Firm possess familiarity with the locality and ability to perform services within the City of Seaside. Ability to respond to request for services in a timely manner and to facilitate meetings with City Staff. – Max 35 points.
3. *Project Team*: Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Does the principal contact and the assigned personnel have requisite education, experience, and professional qualifications? – Max 35 points.
4. *Contractual Ability*: Confirmed acceptance of standard contract. – Max 5 points.
5. *Past Performance*: Are the firm’s/individual’s references from past clients and associates favorable? Are deliverables submitted on time and within budget? - Max 20 points.

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

QUALIFICATIONS

Interested consultants should possess competency in the following areas of expertise and documents:

- General traffic engineering and provide a project manager that possesses certification as a Traffic Engineer from the California Board for Professional Engineers, Land Surveyors and Geologists.
- Traffic Signal design (per Caltrans and City standards)
- California Manual on Uniform Traffic Control Devices latest Edition
- ITE Traffic Control Devices Handbook
- ASSHTO Roadside Design Guide
- Familiarity with Caltrans Standards

PRELIMINARY SCOPE OF SERVICES

The scope of work will vary as need arises and will be at the discretion of the City. Provide Traffic Engineering services for various projects at the request of city staff. The request for services may include:

- Conduct or review traffic engineering, traffic analysis, and transportation planning studies or project specific traffic related issues analysis;
- Provide comprehensive analyses of existing and projected traffic conditions; roundabout analysis and design, intersection design, speed humps, and traffic data collection services;
- Provide electronic traffic control device studies and design (signs, signals, pavement markings, and school zone flashers);
- Perform pedestrian and bicycle studies including those to provide safe routes to school;
- Review subdivision or new development projects involving traffic impact analyses, transportation modeling, area-wide transportation studies and road impact fee analyses;
- Traffic signal design including plans, specifications, engineer's cost estimate and contract bid documents (for projects that are bid) for new permanent signal installation; modifications to existing signals and flashing beacon;
- Speed data analysis, intersection control studies including multi way stop control and traffic signal or alternatives, safety studies, and miscellaneous traffic engineering services.
- Transportation, roadway, and Complete Streets design including construction drawings or plans, specifications, engineer's cost estimate and contract bid documents.
- Construction management and inspection support for roadway improvement and transportation projects.
- Assist and provide technical assistance in identification and preparation of various traffic and roadway improvement grant opportunities and applications.

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

Consultant services will be on an as-needed, on-call basis. Consultant services will be authorized by separate contract(s). The Consultant is responsible for acknowledging receipt of requests for services within two (2) working days. Contracts may vary significantly in size and scope and will be determined in greater detail as each is assigned. The Consultant will be responsible for preparing a detailed scope and fee estimate for each contract request. The City may accept the Consultant's scope and fee or negotiate with the Consultant, as appropriate. The City reserves the right to not accept the Consultant's scope and fee.

General Provisions

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

City deems it necessary, additional information may be requested from the prospective Consultant(s) for further consideration.

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

Non-Discrimination & Non-Preferential Treatment

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

Grounds for Disqualification

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

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

Records and Financial Data

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

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

information may not remain private and may be publicly disclosed. Once the selection process is completed, the City will return this information to any prospective agency that is not selected.

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

RESOLUTION NO. 21-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING FEHR & PEERS, HARRISON ENGINEERING, KIMLEY HORN,
PARISI TRANSPORTATION CONSULTING, AND RUGGERI JENSEN AZAR TO
PROVIDE ON-CALL TRAFFIC ENGINEERING SERVICES**

WHEREAS, Traffic Engineering Services included a vast array of specialties including transportation planning, traffic impact analysis, complete street design, traffic signal design, speed surveys, and peer review; and

WHEREAS, the City of Seaside, on occasion, is in need of consultants who specialize in traffic engineering; and

WHEREAS, on October 20, 2020, the City released a Request for Qualifications for professional services for Traffic Engineering Services; and

WHEREAS, on November 16, 2020, proposals were received from six firms offering Traffic Engineering Services; and

WHEREAS, a selection panel reviewed and selected the five top firms: Fehr & Peers, Harrison Engineering, Kimley Horn, Parisi Transportation Consulting, and Ruggeri Jensen Azar as the most qualified to perform these services based on professional qualifications, similar experience and sufficient staffing capabilities to provide service in a timely manner.

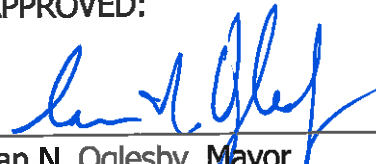
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves Fehr & Peers, Harrison Engineering, Kimley Horn, Parisi Transportation Consulting, and Ruggeri Jensen Azar, to provide Traffic Engineering Services on an as needed basis; and

BE IT FURTHER RESOLVED, approval to provide Traffic Engineering Services is for a period of three (3) years and may be extended at the City Manager's recommendation for two (2) one year extensions through March 18, 2026. Agreements will have a defined scope, schedule and fee arrangements that will be negotiated on a project by project basis.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 18th day of March, 2021 by the following vote:

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

APPROVED:



Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk