



AGENDA

CITY OF SEASIDE

CITY COUNCIL/SUCCESSOR

AGENCY TO THE

REDEVELOPMENT AGENCY

REGULAR MEETING

440 HARCOURT AVE (COUNCIL CHAMBER)

Thursday, September 21, 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 & COMMUNITY ANNOUNCEMENTS
(RECREATION DIRECTOR, DAN MEEWIS)**

8. CONSENT AGENDA

A. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of July 15, 2023 through August 25, 2023, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending July 21, 2023, August 4, 2023, and August 18, 2023. Total Accounts Payable and Payroll for the above referenced period is \$9,154,000.87.

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of July 15, 2023 through August 25, 2023, including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending July 21, 2023, August 4, 2023, and August 18, 2023. Total Accounts Payable and Payroll for the above referenced period is \$1,432.73.

C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM CENTRAL COAST HIGH SCHOOL FOR THEIR WORK TO LEARN PROGRAM

RECOMMENDATION: Approve a request from Central Coast High School for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with their Work to Learn Program.

D. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE BLADE RUNNERS BASKETBALL

RECOMMENDATION: Approve a request from Seaside Blade Runners Basketball for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs for equipment, uniforms, gym expenses, tournaments and transportation.

E. PROCLAMATION DECLARING SEPTEMBER AS CHILDHOOD CANCER AWARENESS MONTH

RECOMMENDATION: Approve issuing a proclamation to Jacob's Heart Children's Cancer Support Services, and declaring September 2023 as Childhood Cancer Awareness Month in Seaside.

F. PROCLAMATION DESIGNATING SEPTEMBER 25 TO SEPTEMBER 29, 2023, AS STORMWATER AWARENESS WEEK FOR STORMWATER CONTROL

RECOMMENDATION: Approve a proclamation to recognize Stormwater Awareness Week and the efforts of City staff to protect water quality.

G. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF YOSEMITE STREET, BETWEEN BROADWAY AVENUE AND MENDOCINO STREET, ON OCTOBER 7, 2023 FOR SEASIDE FIRE DEPARTMENT'S ANNUAL COMMUNITY PUBLIC EDUCATION OPEN HOUSE

RECOMMENDATION: Adopt a resolution approving closure of Yosemite Street, between Broadway Avenue and Mendocino Street on October 7, 2023, from 7:00 a.m. - 4:00 p.m. for the Fire Department's annual public education open house.

H. ADOPT A RESOLUTION AMENDING THE CITY OF SEASIDE ENGINEERING STANDARDS TO ADD TRENCH, ASPHALT RESTORATION, AND MORATORIUM ASPHALT RESTORATION STANDARD DETAILS

RECOMMENDATION: Adopt a resolution amending engineering standards to add trench, asphalt restoration, and moratorium asphalt restoration standard details.

I. ADOPT A RESOLUTION TO ACCEPT AN \$85,000 REAP 2.0 GRANT AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE REQUISITE

MEMORANDUM OF UNDERSTANDING

RECOMMENDATION: Adopt a resolution to accept a REAP 2.0 grant in the amount of \$85,000 and to authorize the execution of a Memorandum of Understanding by the City Manager.

J. APPROVE THE RELEASE OF A REQUEST FOR PROPOSALS (RFP) FOR THE CREATION OF A CLIMATE ACTION AND ADAPTATION PLAN

RECOMMENDATION: Approve the climate action and adaptation plan request for proposal release.

K. NOTICE OF REJECTION OF GOVERNMENT CLAIM OF CARI MCCORMICK **(THIS ADDITION TO THE AGENDA OCCURRED AFTER AFTER THE 72** **HOUR POSTING DEADLINE, A 2/3 MAJORITY VOTE IS REQUIRED TO ADD** **THIS ITEM TO THE AGENDA)**

RECOMMENDATION: Staff recommends that the City Council reject the following claim and direct sending appropriate notice of rejection to the claimant: Brent Robinson, Aiman-Smith & Marcy representatives of Cari McCormick for a class action industrial retirement discrimination claim.

9. BUSINESS ITEMS

A. RECEIVE UPDATE FROM CONSERVATION TECHNIX ON THE CITY OF SEASIDE PARKS AND RECREATION MASTER PLAN

RECOMMENDATION: Receive update on the Parks and Recreation Master Plan, and provide feedback and direction as necessary.

B. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE ENGINEERING DESIGN SERVICES AND CONSTRUCTION BID DOCUMENTS FOR THE BROADWAY AVENUE COMPLETE STREETS CORRIDOR IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$1,576,000.00 FULLY FUNDED BY THE ACTIVE TRANSPORTATION PROGRAM GRANT.

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a professional services agreement with Kimley-Horn and Associates, Inc. for engineering design services and construction bid documents for the Broadway Avenue Complete Streets Corridor Improvements Project for an amount not to exceed \$1,576,000.00.

C. ADOPT FINDINGS FOR THE NEW FORT ORD COURTHOUSE PROJECT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA GUIDELINES SECTIONS 15096 AND 15162), SURPLUS LANDS ACT, AND GENERAL PLAN AND SPECIFIC PLAN AND APPROVE PROPERTY ACQUISITION AGREEMENT WITH THE STATE OF CALIFORNIA AND AUTHORIZE CITY MANAGER TO EXECUTE THE DOCUMENT AND TAKE ALL SUCH FURTHER ACTIONS TO IMPLEMENT THE AGREEMENT

RECOMMENDATION: Review and Consider the Final EIR prepared by the Judicial Council. Adopt Resolution approving the Property Acquisition Agreement, making CEQA Findings, Surplus Lands Act and land use consistency findings and authorizing the City Manager to execute the Agreement and execute such other agreements and take all other actions necessary to implement the transfer to the State of California for use as the New Fort Ord Courthouse (previously referenced as the Monterey Family Justice Center Project).

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS 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 LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9

Potential Litigation (2 MATTERS)

13. ADJOURNMENT

Next Regularly Scheduled Meeting:
October 5, 2023
5:00 p.m.

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

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



CITY OF SEASIDE STAFF REPORT

Item No.: 8.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Loreene Bermudez-Onate, Accountant II

DATE: September 21, 2023

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of July 15, 2023 through August 25, 2023, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending July 21, 2023, August 4, 2023, and August 18, 2023. Total Accounts Payable and Payroll for the above referenced period is \$9,154,000.87.

BACKGROUND

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

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

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

- \$20,985.10 to Access Monterey Peninsula, Inc. for PEG fees (Public, Educational and Government access programming) for AT&T and Comcast for the periods of July-December 2022.
- \$31,052.98 to Action Council of Monterey County for Prof. services for the Community Social Services Grant for the periods of January-June 2023.

- \$11,461.80 to I.A.M.P. for Sound system services for Sunday Blues.
- \$11,205.00 to Bear Electrical Solutions for Routine traffic signal & response maintenance services for the period of July 2023.
- \$49,948.74 to Boys & Girls Club of Monterey County for the Seaside Clubhouse kitchen & exterior door improvement project.
- \$18,822.34 to Bureau Veritas Technical Assessments LLC for Prof. plan review services for FYE 2024 facilities condition assessments for the period of June 2023.
- \$179,845.00 to California JPIA for the all risk property insurance program policy for the term period of July 2022 through July 2023.
- \$34,863.26 to California-American Water for Water consumption for multiple City of Seaside service addresses. Billing period of 5/20/23-6/23/23. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
- \$48,477.14 to California-American Water for Water consumption for multiple City of Seaside service addresses. Billing period of 6/21/23-7/26/23. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
- \$10,450.00 to Cardoza & Robinson for Prof. painting services at 1583 Del Monte Ave.
- \$34,311.62 to Coastal Paving & Excavating, Inc. for Construction services of the Ord Terrace Elementary School Crossing Improvement Project through June 20, 2023.
- \$74,475.00 to Community Human Services for JPA Allocation for FY 2023-24 & CDBG reimbursement for FY 2022-23 quarter 4 (project: Genesis House Facility Improvements).
- \$25,000.00 to Community Partnership for Youth for Community social services grant reimbursement request for the period July 1, 2023 through September 30, 2023.
- \$14,387.14 to Conservation Technix Inc. for Prof. services for the parks & recreation master plan for the period of June 2023.
- \$233,900.28 to County of Monterey for Payment for FY 2023-24 Quarter 1 - Dispatch Services.
- \$24,825.00 to Ellis Investigations Law Corporation for Prof. investigative services for the period of April & May 2023.
- \$11,710.64 to First Alarm for Installation of Fire Alarm System in the Finance Department modular building.
- \$102,150.00 to Flock Safety for License plate reader cameras and shot detection & standard/advanced implementation fee for the period of 2/28/23-2/27/24.
- \$164,649.51 to Granite Rock Company for Construction services for the Pavement Rehabilitation Project through June 30, 2023.
- \$87,343.00 to Granite Rock Company for Construction services for Cutino Park Improvement Part 2, Phase 1 through June 30, 2023.
- \$18,396.25 to Harris & Associates, Inc. for Prof. services for Campus Town Phase

- I & Phase II demolition for the period of 5/28/23-7/1/23.
- \$23,203.45 to Hinderliter, de Lllamas & Associates for Prof. contract/audit services for the period of Quarter 1-2023.
 - \$12,012.00 to Hope Services for Maintenance services for the period of June 2023.
 - \$11,895.00 to Hope Services for Maintenance services for the period of July 2023.
 - \$32,493.59 to Huntington Public Capital Corp. for Quarterly lease contract payment for Vactor and Patch Trucks for the period of 8/8/23-11/7/23; Lease contract payment for the Energy Project at City Hall, City Library, and Fire Department locations.
 - \$71,175.63 to Kimley-Horn and Associates, Inc. for RSTP Grant Assistance for FY 2022-23 & professional services for the Broadway Streets Corridor project through April 2023.
 - \$291,197.13 to Kimley-Horn and Associates, Inc. for Professional services for the Broadway Streets Corridor project through June 2023; Campus Town services through June 2023; Seaside Fire Station services Phase 1 for the periods of April & May 2023.
 - \$10,100.00 to Linda Shanahan for United Way rental assistance for 1 tenant from April 2021-September 2022.
 - \$229,474.67 to Marina Coast Water District for Recycled water meter services for the period of 6/1/23-6/30/23.
 - \$229,853.53 to Marina Coast Water District for Recycled water meter services for the period of 7/1/23-7/31/23.
 - \$24,699.00 to Maze & Associates for July 2023 services for the City Audit for the fiscal year ending 6/30/2023.
 - \$12,500.00 to Meals on Wheels of the Monterey Peninsula for CDGB expenses for home delivered meals for quarter 2.
 - \$15,490.80 to Monterey Bay Air Resources District for Per Capital Assessment for FY 2023-24.
 - \$25,863.00 to Monterey Co. Convention & Visitor's Bureau for Jurisdiction Improvement Investment for FY 2023-24 Quarter 1.
 - \$19,580.22 to Monterey Co. Convention & Visitor's Bureau for TID (Tourism Improvement District) remittance for the reporting period of May 2023 for the 13 Seaside motels/hotels.
 - \$19,640.61 to Monterey Co. Convention & Visitor's Bureau for TID (Tourism Improvement District) remittance for the reporting period of June 2023 for the 13 Seaside motels/hotels.
 - \$37,112.17 to Monterey Co. Sheriff-Coroner for Criminal Justice Information System for the quarter ending 6/30/2023.
 - \$13,241.73 to Monterey One Water for SCSO prof. services for Lift Station Maintenance during January-March 2023.
 - \$39,734.18 to Monterey Peninsula Engineering for Prof. services for Ellis Park Improvement project through April 30, 2023

- \$11,851.25 to Monterey Peninsula Engineering for Prof. services for the Del Monte Manor LID Project through June 30, 2023.
- \$21,394.60 to One Workplace L. Ferrari, LLC for Purchase of furnishing for the Police Department.
- \$18,517.50 to Parametrix, Inc. for Professional evaluation services for a traffic calming plan for the mile-long Hilby Avenue corridor through May 27, 2023; Engineering design & construction documentation for the Ord Terrace Elementary School Traffic Safety Improvement Project through May 27, 2023.
- \$11,632.04 to Parametrix, Inc. for Professional evaluation services for a traffic calming plan for the mile-long Hilby Avenue corridor through June 30, 2023; Engineering design & construction documentation for the Ord Terrace Elementary School Traffic Safety Improvement Project through June 30, 2023.
- \$37,191.25 to Pavement Engineering, Inc. for Professional services for the 2023 Hot Spot Repair project through June 30, 2023 & Pavement Rehab project Phase 5 services through June 30, 2023.
- \$31,997.50 to Pavement Engineering, Inc. for Professional services for the 2023 Hot Spot Repair project through July 31, 2023 & Pavement Rehab project Phase 5 services through July 31, 2023.
- \$49,136.81 to PG&E for Collective accts for street lights, highway lighting, park lights and city office buildings. Service for the statement period of June 2023.
- \$52,977.80 to PG&E for Collective accts for street lights, highway lighting, park lights and city office buildings. Service for the statement period of July 2023.
- \$15,381.35 to Potter's Electronics for Purchase and installation of a laser projector at Oldemeyer Center.
- \$60,156.34 to Premier Automotive of Seaside, LLC for the purchase of a 2024 Chevy Silverado Utility Truck for the Fire Department.
- \$36,306.61 to Rincon Consultants, Inc. for Professional services (CEQA) for Fire Station 2 plan review for the period of May & June 2023.
- \$52,710.00 to RRM Design Group for Professional architectural and engineering services for the Fire Station 2 project through June 30, 2023.
- \$20,240.00 to Rider Concrete for Concrete services for a new ADA ramp at 1583 Del Monte.
- \$12,082.44 to San Diego Police Equipment Co., Inc. for Ammunition order for Seaside Police Department.
- \$27,354.75 to Schaaf & Wheeler, Consulting Civil Engineering for Professional engineering services for the Watermaster Plan project through June 2023; Sutter Street sewer main relocation project services for the periods of June & July 2023; Storm Drain Master Plan services through May 2023.
- \$13,380.00 to Zarcos Tree Service for trimming services for trees on Balfour/Ancon, Mescal/Broadway, and Ancon/Costa.
- \$12,108.58 to Street Decor, Inc. for Christmas decorations.
- \$11,109.96 to Sturdy Oil Company for 2,054 gallons of regular gas (ethanol) delivered to the public works department on 6/15/23; 110 gallons of CA motor oil delivered to the public works department on 6/22/23.

- \$19,676.30 to Sturdy Oil Company for 1,400 gallons of regular gas (ethanol) and 1,205 gallons of clear diesel delivered to the public works department on 6/28/23; 1,911 gallons of regular gas (ethanol) delivered to the public works department on 7/12/23.
- \$19,144.86 to Sturdy Oil Company for 1,406 gallons of regular gas (ethanol) delivered to the public works department on 7/26/23; 1,497 gallons of regular gas (ethanol) and 1,127 gallons of clear diesel delivered to the public works department on 8/9/23.
- \$25,000.00 to Sun Street Centers for Community Social Services grant reimbursement request for the periods of 1/1/23-3/31/23 & 4/1/23-6/30/23.
- \$10,072.62 to Tanya Tarantino for Refund for overpayment of STR TOT.
- \$13,588.40 to Target Solutions Learning, LLC for Premier maintenance fees from 7/1/23-6/30/24 for an on-line training and certificates management system.
- \$25,000.00 to The Village Project, Inc. for Community social services grant reimbursement request for the period April 1, 2023 through June 30, 2023.
- \$60,340.85 to U.S. Bank-Calcard for City of Seaside purchase card transactions for the billing period of May 2023.
- \$44,998.47 to U.S. Bank-Calcard for City of Seaside purchase card transactions for the billing period of June 2023.
- \$30,786.77 to U.S. Bank-Calcard for City of Seaside purchase card transactions for the billing period of July 2023.
- \$33,086.11 to Wallace Group for June 2023 invoices for: Cutino & Ellis Parks Improvement services (Part 2, Phase 1); Bike Safe Strom Grates services; American Legion Plan Review; Lincoln Cunningham Basketball Court Improvement project services; Ord Terrace Elementary School Crossing project services.
- \$758,254.82 to Wells Fargo Bank, N.A./Computershare for Annual debt service payment for FY 2023-24.
- \$33,795.72 to Whitson Engineers for June 2023 invoices for: Professional services for Cutino Park Improvements; Del Monte Manor LID Project; Fernando Park Playground Improvements; Lincoln-Cunningham & Havanna-Soliz Parks Review; Yosemite/San Pablo Storm Drain services; 1000 Playa Avenue LLA Review.
- \$12,120.11 to Whitson Engineers for July 2023 invoices for: Professional services for Cutino Park Improvements; Fernando Park Playground Improvements; Lincoln-Cunningham & Havanna-Soliz Parks Review; Yosemite/San Pablo Storm Drain services. June 2023 invoice for City Hall Parking Lot Repaving project services.

The Net Payroll and Payroll benefits total was \$3,660,011.84.

The remaining checks, totaling \$1,585,068.71, include payments to vendors for operating expenditures.

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

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

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

FROM: Jaime M. Fontes, City Manager

BY: Loreene Bermudez-Onate, Accountant II

DATE: September 21, 2023

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of July 15, 2023 through August 25, 2023, including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending July 21, 2023, August 4, 2023, and August 18, 2023. Total Accounts Payable and Payroll for the above referenced period is \$1,432.73.

BACKGROUND

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

A description of the checks and wires exceeding \$10,000 are as follows:

- No checks exceeded \$10,000.

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

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: September 21, 2023

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM CENTRAL COAST HIGH SCHOOL FOR THEIR WORK TO
LEARN PROGRAM**

RECOMMENDATION

Approve a request from Central Coast High School for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with their Work to Learn Program.

BACKGROUND

Central Coast High School is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the cost associated with their Work to Learn Program. This program was established at Central Coast High School in 2019 to bring meaningful work experience to their general education students with the goal of building essential skills to improve and expand their student's post-secondary options. The program is designed to place students in a field they are considering as a career so that they have a direct and experiential glimpse into possibilities for the future.

Students who are selected for the program will be offered a job placement at a site which encourages a reduce, reuse and recycle philosophy. Their Work to Learn Program will continue their efforts to select community partners whose values include an utmost priority on reduce, reuse and recycle. Additionally, they will highlight green sustainability in the job site training portion of their program and systematically embed environmental awareness into their orientation.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. They received their last donation at the September 15, 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 is the Mayor's Youth Fund account (601-2106) is \$75,107.02. If the City Council approves this request, the balance will decrease to \$72,107.02. This is for fiscal year 2023/24.

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 Central Coast High School 2023
 2. Central Coast High School-W9 2023
 3. Mayor's Youth Fund Closing Report - Central Coast High School 2022
-

Reviewed for Submission to the City Council by:



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: 8/17/2023 10:38 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	Central Coast High School and Community Day School
Name	Kimberly Moir
Email Address	kmoir@mpusd.k12.ca.us
Address	200 Coe Ave.
City	Seaside
State	CA
Zip Code	93955
Phone Number	8316451219
Additional Phone Number	2066963003
Percentage of Residents or Students of Seaside	70%

Number of Participants	22
Ages of Participants	16-18
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:	Environmental
Are you funding a reward for one of these activities?	No
Description of event, activity or program funding pertains to:	The Work To Learn Program was established at Central Coast High School in 2019 to bring meaningful work experience to our general education students with the goal of building essential skills and expanding students' post-secondary interests and options. The program's main focus is to provide work experiences within the students' community and develop professional skills needed to be successful after high school and beyond. This program is also designed to place students in a field they are considering as a career so that they have a direct and experiential glimpse into possibilities for their future. Students aged 16 and older are eligible to participate in the Work To Learn program. The number of hours each student is paid for work experience hours and training is determined by program staff based on funds, student work performance, and employer needs. Students are compensated at the current Monterey County minimum wage. Our current partners are Bruce Delgado and the BLM, Dual Language Academy of the Monterey Peninsula, Olson Elementary, Crumpton Elementary, and Community Partnerships for Youth. We've also had initial conversations with the City of Seaside Public Works department and Parks and Recreation departments and plan to continue those conversations, especially given our new Hospitality we opened this school year.. With Hospitality, Tourism and Recreation being one of Monterey County's priority industry sectors we plan to do outreach and bring in more partners within those fields to provide a wide range of career options to students.
Attach Additional Information as Necessary	<i>Field not completed.</i>

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:	Students who are selected for the program will be offered a job placement at a site which encourages a reduce, reuse, recycle philosophy. For instance, our Culinary program is founded on sustainable best practices and we will ensure that our partners will commit to doing their part to contribute to an environmentally conscious community and global perspective. DLAMP, Olson, and Crumpton Elementary do a fantastic job of promoting this mindset and our Education students are encouraged to remind their younger mentees of the power in their choices. The Fort Ord project has been exceptionally eye opening for our Community Day population and their feedback states that they have enjoyed learning more about their surroundings and contributing to native plant restoration for the sake of our planet's future. Additionally, we will highlight "green" sustainability in the job site training portion of our program and systematically embed environmental awareness into our orientation.
What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?	The core funding for the Work to Learn program is provided by the MPUSD General Fund with the specialized purpose of our vision to reimagine student learning and success. Central Coast High School has received these specialized monies to advance our Career and Technical Education goals among other site specific goals. If awarded this Mayor's Youth Fund to supplement our program we will be able to serve a larger population of students in our alternative education community.
Total Amount Requested:	\$3,000.00
Electronic Signature Agreement	I agree.
Electronic Signature	Kimberly R. Moir
Date	8/17/2023

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.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MONTEREY 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 ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) > _____ ☒ 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. PO BOX 1031 -or- 700 PACIFIC STREET 6 City, state, and ZIP code MONTEREY, CALIFORNIA 93942-1031 or 93940	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								
7	7		-	0	3	2	0	7 1 2

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 > **8/10/23**

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 request was approved: Thursday, September 15, 2022

Central Coast High School

Kimberly Moir, College and Career Specialist

200 Coe Ave.

Seaside, CA 93955

kmoir@mpusd.k12.ca.us 831-645-1219

Entire amount granted

Please describe the activities and the date the group/individual participated in related to reduce, reuse, recycle?

The Work To Learn Program is an effort by Central Coast High School to bring work experience to our general education students with the goal of expanding students' post-secondary options. This program provides first-hand experience in a field they are considering as a career and the opportunity to prepare students for the everchanging workforce landscape. This school year we plan to place students within two Career Technical Education Sectors: Education Pathway and Hospitality/Food Service (Culinary Pathway). Students in the Education Pathway will be offered a paid job placement within after school programs at various MPUSD elementary school sites. This is a brand new pathway which was opened up this school year at Central Coast High School and the students are gaining field experience by visiting Dual Language Academy of Monterey Peninsula twice weekly.





Culinary students had an opportunity to visit the Farm Discovery at Live Earth in Watsonville and work during their annual fundraising event. The students set-up, prepared food, provided meal service to guests and cleaned up after the event's end. Live Earth Farm is a 150-acre patchwork of working farm, whose mission is to transform personal and community health and improve our impact on earth by building and sustaining collaborative agricultural, ecological and social systems.





We are also working to develop an worksitep placement in which students will learn about front-of-the-house operations. We aim to form a partnership with Embassy Suites or another hotel in Seaside. The focus will be to prioritize the goal of reduce waste, reusing resources and recycling all materials possible.

Community Day School will also benefit from the funds awarded by way of the native plant restoration project that the BLM supervises. Students who do not require community service hours will be paid for their weekly contribution to the Ft. Ord Natural Reserve. Our students are fortunate for this opportunity to make meaningful improvements to our community. We thank you for this wonderful funding awarded to us the past three years.

*Once the second semester placements have been assigned and the students are gaining work experience in the field, I am happy to send more photos to the council.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: September 21, 2023

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE BLADE RUNNERS BASKETBALL**

RECOMMENDATION

Approve a request from Seaside Blade Runners Basketball for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs for equipment, uniforms, gym expenses, tournaments and transportation.

BACKGROUND

Founded in 2011, the Seaside Blade Runners Amateur Athletic Union (AAU) Travel Basketball Program is a vital part of the Central Coast of California's mentoring program for young people. They are dedicated to youth development, healthy living, and social responsibility. Annually, they do beach cleanups and pick up all the recyclables and garbage. In addition, they clean up and collect recyclables after their practices & games.

Based on the information provided, staff has determined that the application meets the requirements of the Mayor's Youth Fund Policy. Seaside Blade Runners Basketball received their last donation at the September 01, 2023, 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 is the Mayor's Youth Fund account (601-2106) is \$72,107.02. If the City Council approves this request, the balance will decrease to \$69,107.02. This is for fiscal year 2023/24.

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 Blade Runners Basketball 2023
 2. W-9 - Seaside Blade Runners Basketball 2023
 3. Mayor's Youth Fund Closing Report - Seaside Blade Runners Basketball 2022
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



MAYOR'S YOUTH FUND POLICY

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

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

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

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

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

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



SEASIDE CALIFORNIA

Mayor's Youth Fund

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

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

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

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

Funding Requirements:

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

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

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

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

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



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

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

MAYOR'S YOUTH FUND CONTRIBUTION REQUEST

CONTACT INFORMATION:

Organization: Seaside Blake Runners
Name of Applicant: Timothy R. Dunn Sr.
Address: 1418 Yosemite #D City: Seaside State: CA
Phone: 831-393-5123 Email: tiredunn@gmail.com
Number of Participants: 50 Seaside Residents / Students: 95 % Ages: 6yrs-17yrs

CRITERIA:

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

Please select one or more from the following list:

☐ Scholastic ☒ Athletic ☐ Music ☐ Environmental ☐ Art

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

Description of event, activity, or program funding pertains to: (Attach additional information as necessary)

We run a youth basketball program. We always need basketballs, uniforms, and equipment. We play in tournaments. We counsel our youths in life skills, respect, being good, and humble.

Description of how funds will be specifically used for youth groups, activities and events, and has a nexus to the goals of recycling, cleanup or "green" sustainability to insure a healthy environment:

Funding is to help with the cost of uniforms, equipment, gym expenses, transportation to tournaments. We do three beach cleanup trips during our basketball season.

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

What other funding sources will supplement your requests? We do BBQ's & sell plates. We do the best we can to provide a quality experience for the youth & parents.

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

Applicant Signature: Tim R Dunn Sr

Date: 8/29/2023



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

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

MAYOR'S YOUTH FUND CLOSING REPORT

CONTACT INFORMATION:

Organization: _____

Name of Applicant: _____

Address: _____ City: _____ State: _____

Phone: _____ Email: _____

DONATION INFORMATION:

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

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

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

Applicant Signature: _____

Date: _____

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Shelisha Clemons	
2 Business name/disregarded entity name, if different from above Seaside Biadrunners	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 1412 Yosemite St Apt F	Requester's name and address (optional)
6 City, state, and ZIP code. Seaside CA 93955	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
or	
Employer identification number	
87-1877773	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ Shelisha Clemons	Date ▶ 8/4/2023
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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

CONTACT INFORMATION:

Name of Organization: Seaside Blade Runners

Name of Applicant: Timothy R Dunn SR

Address: 1418 Yosemite Street Apt. D **City:** Seaside **State:** CA 93955

Phone: (831)393-5723 **Email:** tirekdunn@gmail.com

DONATION INFORMATION:

Date Mayor's Youth Fund was approved by City Council: 09/01/2022

Amount of Donation Received: \$3000.00

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

Equipment, uniforms, gym expenses, tournaments and transportation.

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

We annually meet at the beach once a month during our basketball season and pick up all the recyclables and garbage. We also clean up and recycle at every practice and game.

Signature: TIMOTHY R DUNN SR.

Date: 10/27/ 2022

***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.E.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Rosa Salcedo, Executive Assistant

DATE: September 21, 2023

**SUBJECT: PROCLAMATION DECLARING SEPTEMBER AS CHILDHOOD
CANCER AWARENESS MONTH**

RECOMMENDATION

Approve issuing a proclamation to Jacob's Heart Children's Cancer Support Services, and declaring September 2023 as Childhood Cancer Awareness Month in Seaside.

BACKGROUND

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

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

FISCAL IMPACT

None.

ATTACHMENTS

1. Honoring Jacob's Heart Children's Cancer Support Services
-

Reviewed for Submission to the City Council by:

Jaime M. Fontes, City Manager

City of Seaside PROCLAMATION



Honoring Jacob's Heart Children's Cancer Support Services and Declaring September 2023 as Childhood Cancer Awareness Month

WHEREAS, the character of our community is revealed in how we treat our most vulnerable; and

WHEREAS, each year, 19 in every 100,000 children in our community will be diagnosed with cancer; and

WHEREAS, cancer remains the leading cause of death by disease among children, killing more children than asthma, diabetes, cystic fibrosis, congenital anomalies, and AIDS combined; and

WHEREAS, Jacob's Heart has been keeping medically fragile children and families housed, fed, and emotionally supported by steadfastly adhering to the following commitments: 1) Parents of children with cancer and other serious illnesses will be relieved of financial fears and able to focus attention on their children: 2) No child undergoing intensive treatment in our community will be homeless: 3) Families of seriously ill children will not experience food insecurity during and after pandemic: and 4) No child seriously ill in our community will ever miss a medical appointment because of a lack of transportation; and

WHEREAS, Jacob's Heart holds the memories and honors the legacies of hundreds of children from our local community who have been lost to cancer, ensuring that their precious memories will never be forgotten; and

WHEREAS, the oncology department at Lucile Packard Children's Hospital at Stanford has worked closely with Jacob's Heart for the past 25 years as a trusted community partner in providing family-centered care that addresses the emotional, practical and financial struggles of families of children with cancer in Seaside; and

WHEREAS, it is important for all Seaside residents to recognize the impact of pediatric cancer on families within our community and honor the children in our community whose lives have been cut short by cancer.

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, California, on behalf of the City Council do hereby declare September as Childhood Cancer Awareness Month in the City of Seaside and do hereby honor Jacob's Heart Children's Cancer Support Services for outstanding support to our community and acknowledge the organization's contributions to Childhood Cancer Awareness Month, honoring children with cancer in our community.

Ian N. Oglesby, Mayor

September 21, 2023



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
Carolyn Burke, Assistant Public Works Director

DATE: September 21, 2023

SUBJECT: PROCLAMATION DESIGNATING SEPTEMBER 25 TO SEPTEMBER 29, 2023, AS STORMWATER AWARENESS WEEK FOR STORMWATER CONTROL

RECOMMENDATION

Approve a proclamation to recognize Stormwater Awareness Week and the efforts of City staff to protect water quality.

BACKGROUND

The City of Seaside operates a separate municipal storm sewer system (MS4) and is regulated under the Federal Water Pollution Control Act (Clean Water Act). Storm drains flow directly to our waterways. It is inherent that only rain should flow down the drain in order to preserve our natural ecosystems.

City staff often serve on the front lines of water quality protection. In preparation for the upcoming rainy season, City staff will undergo training on best management practices to ensure that our waterways are protected. This training is a part of a statewide effort called Stormwater Awareness Week which will be held September 25th through September 29th. The City is a member of a regional collaboration called the Monterey Regional Stormwater Management Program. This effort, which has spanned nearly 20 years, aims to cost-effectively and consistently meet our Clean Water Act requirements.

FISCAL IMPACT

There is no fiscal impact with the Council action.

ATTACHMENTS

1. 2023 Stormwater Awareness Proclamation
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is written over a horizontal line. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jaime M. Fontes, City Manager

City of Seaside PROCLAMATION



Stormwater Awareness Week September 25 – September 29, 2023

WHEREAS, the water quality of our local water resources are of vital importance to sustainable communities and to the health, safety, and well-being of the people of this community; and,

WHEREAS, it is in the public interest for the citizens, staff, civic leaders, business interests, and children in our community to gain knowledge of and maintain a progressive interest and understanding of stormwater and the protection of our water resources; and,

WHEREAS, stormwater is increasingly considered a resource for our community, where every drop counts as demonstrated by its contributions to groundwater recharge; and,

WHEREAS, City Staff often serve as the front line of water quality protection; and,

WHEREAS, Since 2022 the City has participated in a regional collaboration called the Monterey Regional Stormwater Management Program (MRSWMP) to implement local Municipal Separate Storm Sewer System (MS4) Phase II Stormwater Permit Requirements under the Clean Water Act in a consistent and cost-effective manner; and,

WHEREAS, the year 2023 marks eleven years of the annual Stormwater Awareness Week, a statewide effort to train agency and municipal staff on stormwater and water quality issues;

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, do hereby proclaim the week September 25 – September 29, 2023 as **STORMWATER AWARENESS WEEK**, and extends appreciation to City Staff and the public for their dedication to protecting water quality and our waterways.

Ian N. Oglesby, Mayor
September 21, 2023



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Paul Blaha, Deputy Fire Chief

DATE: September 21, 2023

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF
YOSEMITE STREET, BETWEEN BROADWAY AVENUE AND
MENDOCINO STREET, ON OCTOBER 7, 2023 FOR SEASIDE FIRE
DEPARTMENT'S ANNUAL COMMUNITY PUBLIC EDUCATION
OPEN HOUSE**

RECOMMENDATION

Adopt a resolution approving closure of Yosemite Street, between Broadway Avenue and Mendocino Street on October 7, 2023, from 7:00 a.m. - 4:00 p.m. for the Fire Department's annual public education open house.

BACKGROUND

Every year, the Seaside Fire Department has a community open house to allow the public to interact with firefighters, learn fire prevention safety tips, witness fire safety and rescue demonstrations and see various firefighting apparatus and equipment. Educational events are hosted by cities and fire departments throughout the United States.

The National Fire Protection Association (NFPA) has announced that fire prevention week will be celebrating its 101st anniversary. According to NFPA, Fire Prevention Week is the longest-running US public health observance on record.

It is necessary to close a portion of Yosemite Street between Broadway Avenue and Mendocino Street so fire apparatus can be out for display, and various community vendors can set up educational tables. The neighbors are informed weeks in advance by delivering a letter to each home that may be impacted.

A street closure resolution and proclamation are a part of the September 21, 2023 City

Council agenda.

This year the theme for this event will be "Cooking safety starts with YOU."

FISCAL IMPACT

Fiscal Impact is approximately \$6,000.00

ATTACHMENTS

1. Fire Prevention Week 2023 Proclamation (2)_2
 2. Resolution (Road Closure) Fire Open House October 7_2023
 3. Road Closure Notification Letter to Residents Fire Dept. Open House
-

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

CITY OF SEASIDE PROCLAMATION



OCTOBER 8-14, 2023 FIRE PREVENTION WEEK

WHEREAS, the City of Seaside is committed to ensuring the safety and security of all those living in and visiting our state; and

WHEREAS, Fire Prevention Week is the longest-running United States public health observance on record; and

WHEREAS, Fire Prevention Week will celebrate its 101st anniversary October 8-14, 2023; and

WHEREAS this year the theme is Cooking safety starts with YOU; and

WHEREAS, forty nine (49%) of all US fires are due to kitchen equipment; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, it is critical to always keep a close eye on what you're cooking, clear the cooking area of combustible items, turn pot handles toward the back of the stove, create a kid and pet free zone; and

WHEREAS, homes today burn faster and hotter than they used to, minimizing the amount of time families have to escape safely; and

WHEREAS, in a typical home fire, you may have as little as two minutes to get out from the time the smoke alarm sounds; and

WHEREAS, *City of Seaside residents should be sure everyone uses a cooking timer and avoid distractions that remove your focus from what's on the stove; and*

WHEREAS, *City of Seaside residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and*

WHEREAS, *City of Seaside residents will make sure their smoke and CO alarms meet the needs of all their family members, including those with sensory or physical disabilities; and*

WHEREAS, *City of Seaside first responders are dedicated to reducing the occurrence of home fires and home fire injuries through education and prevention; and*

WHEREAS, *City of Seaside residents are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes; and*

THEREFORE, BE IT PROCLAIMED, *that, I Ian N. Oglesby, Mayor of Seaside do hereby proclaim October 8-14, 2023, as Fire Prevention Week, and I urge all the people of City of Seaside to "Cooking safety starts with YOU" for Fire Prevention Week 2023 and to support the Fire Department Open House scheduled for October 7, 2023.*

*Ian N. Oglesby, Mayor
September 21, 2023*

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING THE CLOSURE OF YOSEMITE STREET, BETWEEN BROADWAY AVENUE AND MENDOCINO STREET FOR THE SEASIDE FIRE DEPARTMENT OPEN HOUSE ON OCTOBER 7, 2023.

WHEREAS, the closing of Yosemite Street between Broadway Avenue and Mendocino Street is necessary for the Seaside Fire Department's annual Open House on Saturday, October 7, 2023; and

WHEREAS, it is necessary to close Yosemite Street, between Broadway Avenue and Mendocino Street to insure the safety of the public using this portion of road during the course of the 9-hour period (7:00 AM – 4:00 PM).

NOW, THEREFORE BE IT RESOVED, that the City Council of the City of Seaside does hereby approve the closure of Yosemite Street between Broadway Avenue and Mendocino Street to ensure the safety of the public using this portion of roadway during this Fire Department event.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 21st day of September 2023, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

**FIRE DEPARTMENT**

1635 Broadway Avenue
Seaside, CA 93955

Telephone (831) 899-6790
FAX (831) 899-6261

August 29, 2023

Dear Residents,

The Seaside Fire Department is again seeking your support with the closing of Yosemite Street, between Broadway Avenue and Mendocino Street, for our Annual Open House. This section of Yosemite will be closed from 7:00 AM to 4:00 PM on Saturday, October 7, 2023. The closure will include set up and break down of the event.

This year's event will include live demonstrations, numerous displays, informational booths, activities for kids, as well as other various forms of fun educational information regarding fire safety.

It was your cooperation in years past that made the Fire Department Open House such a success. If you have any questions, comments or concerns please feel free reach out.

We would like to thank you in advance for your cooperation and assistance in this experience, and hope that you and your families will join us this day.

Sincerely,

Mary Gutierrez,
Fire Chief, City of Seaside
(831) 899-6786



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Leslie Llantero, Assistant Engineer

DATE: September 21, 2023

**SUBJECT: ADOPT A RESOLUTION AMENDING THE CITY OF SEASIDE
ENGINEERING STANDARDS TO ADD TRENCH, ASPHALT
RESTORATION, AND MORATORIUM ASPHALT RESTORATION
STANDARD DETAILS**

RECOMMENDATION

Adopt a resolution amending engineering standards to add trench, asphalt restoration, and moratorium asphalt restoration standard details.

BACKGROUND

The City Engineering Standards were adopted in the 1970's, which include some engineering design standards for streets, sanitary sewer, and storm drains. The Engineering Division intends on updating all the engineering standards this fiscal year. Due to the recent passage of the street cut moratorium, it is appropriate to adopt updated trench standard details and pavement restoration standard details at this time. The revisions to the City's Engineering Standards are being revised to reflect current practices and to ensure the longest life of the pavement patch.

Cuts in the pavement are usually trench cuts for repairing utility lines within the roadway. These types of cuts in the pavement can range from several feet for main line replacements or small cuts for localized work. If the trench is not backfilled, compacted, and patched properly, the trench and pavement will fail. The proposed engineering standard details will provide the structural pavement section as well as backfill and compaction requirements for trenches. Moratorium standard details are also being considered to provide additional pavement restoration requirements as outlined in the Seaside Municipal Code Section 12.04.120 Moratorium, restoration requirements. The proposed engineering standard details are identified below:

Dwg No.	Standard Name
ST-610	Trench Details
ST-620	Trench Backfill & Resurfacing
ST-630	Trench Notes
ST-640	Asphalt Restoration (1 of 3)
ST-650	Asphalt Restoration (2 of 3)
ST-660	Asphalt Restoration (3 of 3)
SM-670	Street Moratorium Trench Detail (1 of 2)
SM-680	Street Moratorium Asphalt Restoration (2 of 2)

The above proposed standard details will update and replace the current pavement replacement standard (ST-13) and temporary pavement replacement standard (ST-29).

Staff recommends adopting a resolution amending the City of Seaside Engineering Standards by adding the proposed standard details identified above and removing the pavement replacement standard (ST-13) and the temporary pavement replacement standard (ST-29).

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Resolution
2. Engineering Standard Details

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AMENDING CITY OF SEASIDE ENGINEERING STANDARDS TO ADD TRENCH STANDARD, ASPHALT RESTORATION STANDARD, MORATORIUM ASPHALT STANDARD DETAILS AND REMOVE PAVEMENT REPLACEMENT STANDARD (ST-13) AND TEMPORARY PAVEMENT REPLACEMENT STANDARD (ST-29).

WHEREAS, the City of Seaside has previously adopted certain engineering standards governing development in the City, by Resolution No. 71-50; and

WHEREAS, the City of Seaside has previously adopted certain revised engineering standards by Resolution No. 72-74 and 79-9; and

WHEREAS, to preserve the pavement network, the City Engineer has proposed amendments to the City of Seaside Engineering Standards to add trench standard, asphalt restoration standard and moratorium asphalt restoration standard details for all excavations, attached hereto; and

WHEREAS, the proposed engineering standards will update and replace the existing pavement replacement standard (ST-13) and temporary pavement replacement standard (ST-29).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Seaside hereby adopts the trench standard, asphalt restoration standard, and moratorium asphalt restoration standard details for all excavations attached hereto, to be incorporated into the Engineering Standards for the City of Seaside and removes pavement replacement standard (ST-13) and temporary pavement replacement standard (ST-29).

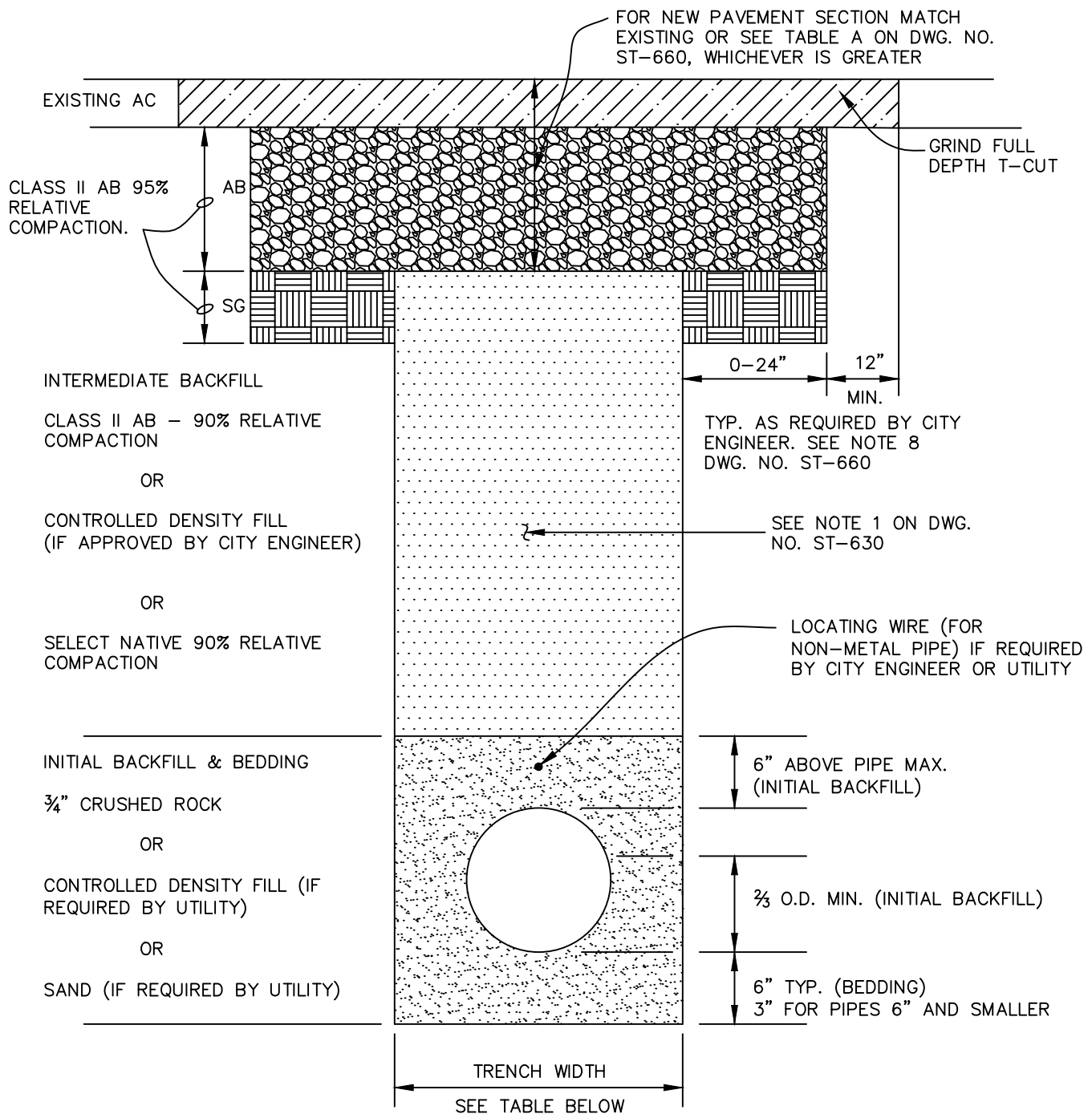
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 21st day of September, 2023 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



NOTE: IF ROADWAY HAS EXISTING AC OVER CONCRETE, TRENCH RESTORATION SHALL BE DETERMINED BY THE CITY ENGINEER.

TYPE 1

ASPHALT CONCRETE PAVED STREETS

CONDUIT SIZE	LESS THAN 6"	6" TO 24"	OVER 24" TO 60"	OVER 60"
TRENCH WIDTH	O.D. + 12"	O.D. + 24"	O.D. + 24"	O.D. + 24"

FOR PIPES WITH MORE THAN 36" OF COVER, THE AGENCY ENGINEER MAY ALLOW A REDUCED TRENCH WIDTH INCLUDING A CHANGE TO A SELF-COMPACTING ENGINEERED TYPE OF INITIAL BACKFILL MATERIAL.



PUBLIC WORKS DEPARTMENT

Drawing File No. **ST-610**

APPROVED: _____

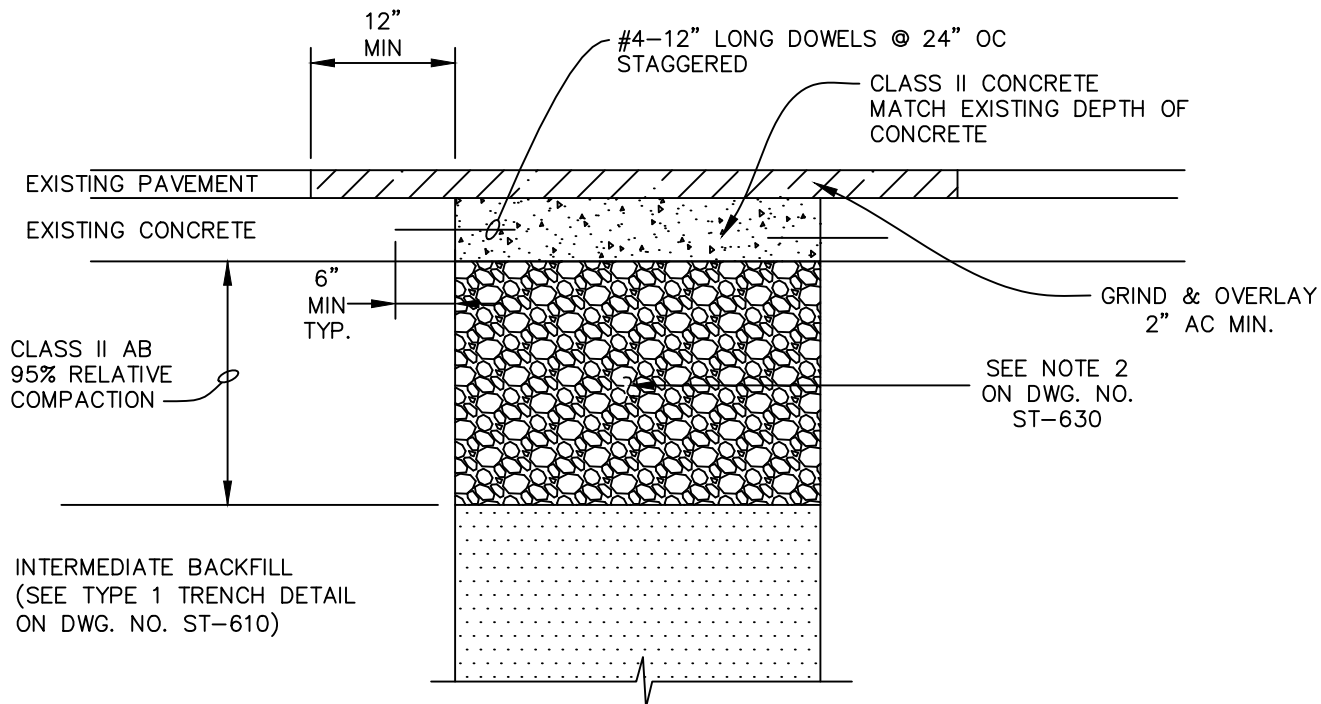
Nisha A. Patel, CITY ENGINEER - RCE NO. 72491

STANDARD DRAWING FOR

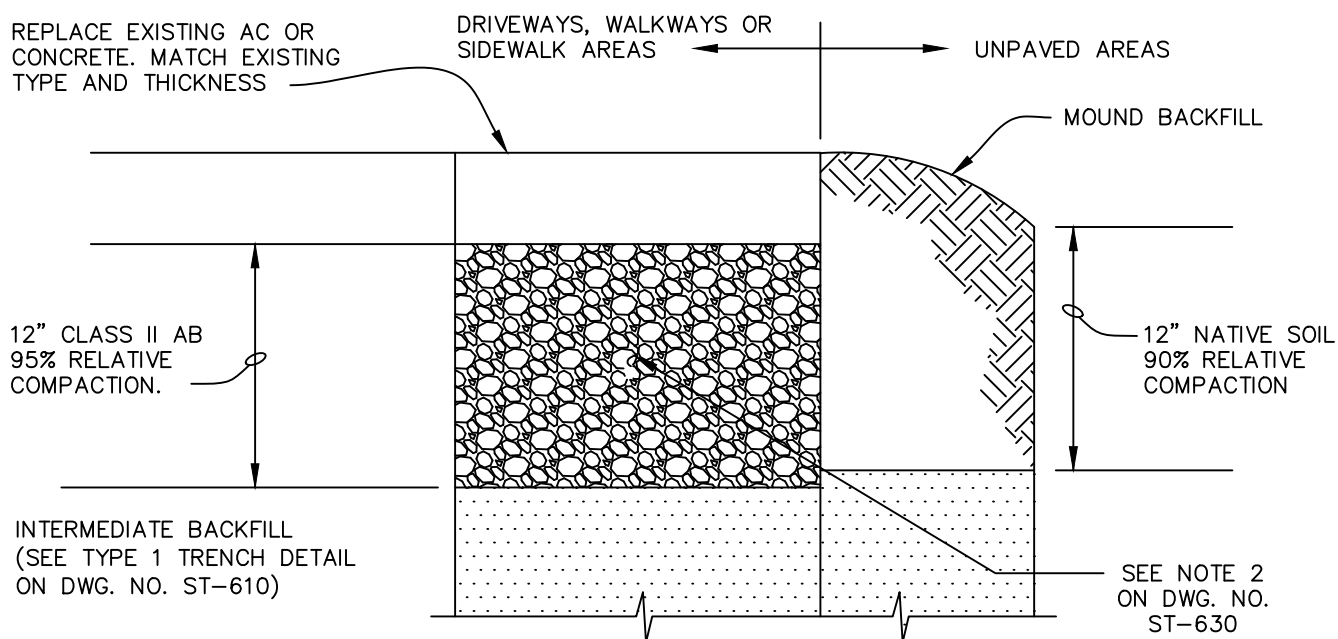
TRENCH DETAILS

SHEET 1 OF 3

CITY COUNCIL RESOLUTION NO:



TYPE 2
ASPHALT OVER CONCRETE PAVED STREETS



NOTE: FOR TRENCHES IN UNPAVED SHOULDERS, TOP 12" SHALL BE CLASS II AB 95% RELATIVE COMPACTION.

TYPE 3
AREAS OTHER THAN STREETS IN THE PUBLIC RIGHT OF WAY



PUBLIC WORKS DEPARTMENT

Drawing File No. **ST-620**

APPROVED: _____

Nisha A. Patel, CITY ENGINEER - RCE NO. 72491

STANDARD DRAWING FOR

TRENCH BACKFILL & RESURFACING

SHEET 2 OF 3

CITY COUNCIL RESOLUTION NO. **Packet Page 51**

MATERIAL AND COMPACTION REQUIREMENT FOR TRENCH BACKFILL

1. INTERMEDIATE BACKFILL SHALL BE CLASS II AGGREGATE BASE. SUITABLE NATIVE OR IMPORTED GRANULAR MATERIAL MAY BE USED IF ALLOWED BY CITY ENGINEER. RELATIVE COMPACTION SHALL BE AT LEAST 90%.
2. CLASS II AGGREGATE BASE SHALL CONFORM TO THE STATE STANDARD SPECIFICATIONS. MINIMUM RELATIVE COMPACTION SHALL BE 95%. IF PAVEMENT HAVING A STRUCTURAL SECTION GREATER THAN 15" IS CUT, ADDITIONAL BASE MATERIAL MAY BE REQUIRED BY THE CITY ENGINEER. BASE SHALL BE PLACED AND COMPACTED PRIOR TO PLACING OF TEMPORARY PAVING.
3. TESTING OF MATERIALS AND PERFORMANCE SHALL BE IN CONFORMANCE WITH THE METHODS STATED IN THE LATEST EDITION OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS, EXCEPT THAT RELATIVE COMPACTION MAY BE TESTED BY AASHTO METHOD T180, ASTM D-1557, OR TEST METHOD CALIF. 231 (NUCLEAR DENSITOMETER).
4. PLACE AC IN 3" MAX, LIFTS, EXCEPT FINAL LIFT SHALL BE 2 1/2" MAX. ADDITIONAL THICKNESS AND LIFTS OF ASPHALT CONCRETE MAY BE REQUIRED TO MATCH EXISTING STRUCTURAL SECTION ON MAJOR ROADS, OR PER LOCAL JURISDICTION REQUIREMENTS.
5. "JETTING" OF BACKFILL MATERIAL IS NOT PERMITTED.
6. THE USE OF PEA GRAVEL (OR SIMILAR ROUNDED AGGREGATE), IS NOT PERMITTED.
7. THE USE OF CONTROLLED DENSITY FILL (CDF) SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO PLACEMENT. IF CDF IS USED TRENCH PLATES MUST BE USED AND PERMANENT PAVEMENT MUST BE PLACED WITHIN 24 HOURS.
8. TRENCH EDGES SHALL BE TRIMMED TO A NEAT LINE AS REQUIRED BY THE CITY ENGINEER. TRIMMING SHALL BE BY ROTARY GRINDER. TRENCH LINES SHALL HAVE THE LEAST AMOUNT OF JOGS AND REMAIN LINEAR AS MUCH AS POSSIBLE. REFERENCE DRAWING NO. ST-640 & ST-650.
9. THE SURFACE COURSE OF TRENCH RESTORATION SHALL EXTEND TO THE LIP OF GUTTER IF THE EDGE OF TRENCH IS WITHIN 4' OF THE LIP OF GUTTER, AND TO THE EDGE OF PAVEMENT IF THE EDGE OF TRENCH IS WITHIN 4' OF AN UNPAVED SHOULDER.
10. CONTRACTOR MUST SHORE ALL TRENCHES IN CONFORMANCE WITH OSHA AND STATE SAFETY STANDARDS.
11. ALL HOT MIX ASPHALT (HMA) MATERIAL, METHODS AND TOLERANCES SHALL BE IN COMPLIANCE WITH THE CURRENT EDITION OF THE CALTRANS STANDARD SPECIFICATIONS.



PUBLIC WORKS DEPARTMENT

Drawing File No. **ST-630**

APPROVED: _____

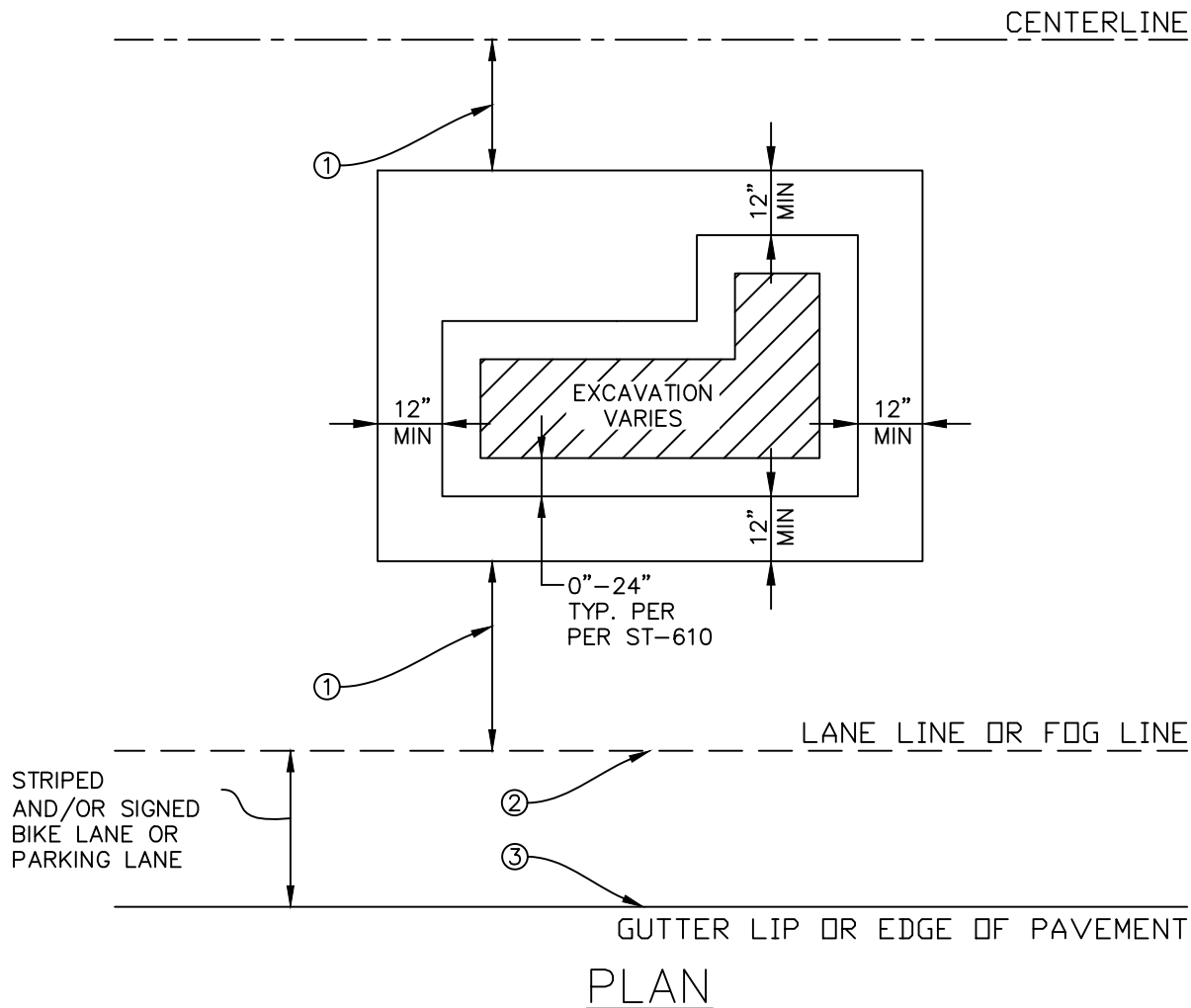
Nisha A. Patel, CITY ENGINEER - RCE NO. 72491

STANDARD DRAWING FOR

TRENCH NOTES

SHEET 3 OF 3

CITY COUNCIL RESOLUTION NO. **Packet Page 52**



NOTES:

- ① FOR TRENCH REPAIRS IN THE VEHICLE WHEEL PATH, THE RESTORATION SHALL BE EXTENDED TO THE LANE LINE OR CENTER OF LANE WHICHEVER IS CLOSER, IN ACCORDANCE WITH MINIMUM T-CUT DIMENSIONS SHOWN ON DRAWING ST-610.
- ② IF THE LIMITS OF RESTORATION ENTER A STRIPED AND/OR SIGNED BIKE LANE AND OR PARKING LANE, THE RESTORATION SHALL BE EXTENDED TO COVER THE ENTIRE BIKE LANE AND OR PARKING LANE WIDTH.
- ③ IF THE LIMITS OF EXCAVATION ARE WITHIN 4 FT OF THE GUTTER LIP OR EDGE OF PAVEMENT, THE RESTORATION SHALL BE EXTENDED TO THE GUTTER LIP OR EDGE OF PAVEMENT.

LEGEND:

- — — — — CENTERLINE
- - - - - LINE LANE, PARKING LANE OR FOG LINE
- GUTTER LIP OR EDGE OF PAVEMENT
- DIRECTION OF TRAVEL



PUBLIC WORKS DEPARTMENT

Drawing File No. **ST-640**

APPROVED: _____

Nisha A. Patel, CITY ENGINEER - RCE NO. 72491

STANDARD DRAWING FOR

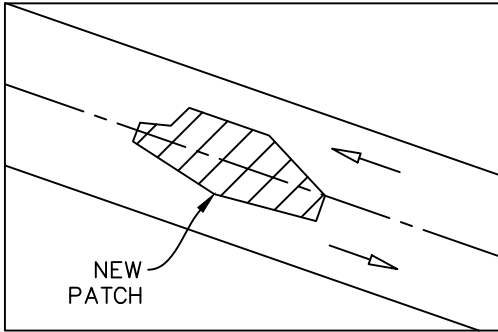
ASPHALT RESTORATION

SHEET 1 OF 3

CITY COUNCIL RESOLUTION NO. **Packet Page 53**

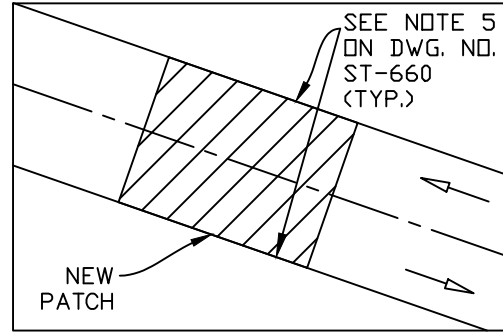
NOT ACCEPTABLE

CASE
A



NOTE: REFER TO DRAWING NO. ST-660

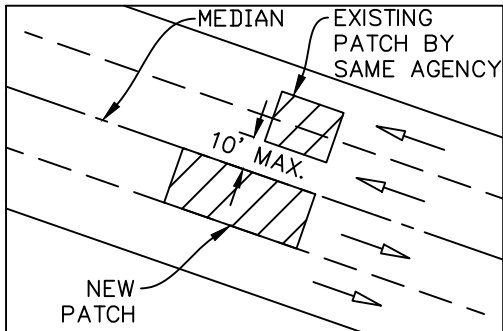
ACCEPTABLE



PLAN

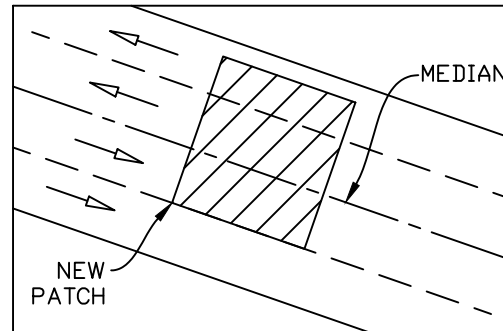
NOT ACCEPTABLE

CASE
B



NOTE: REFER TO DRAWING NO. ST-660 (NOTE 2)

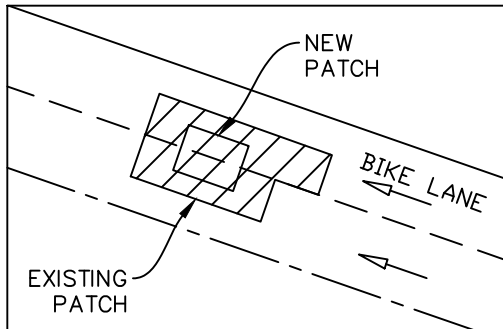
ACCEPTABLE



PLAN

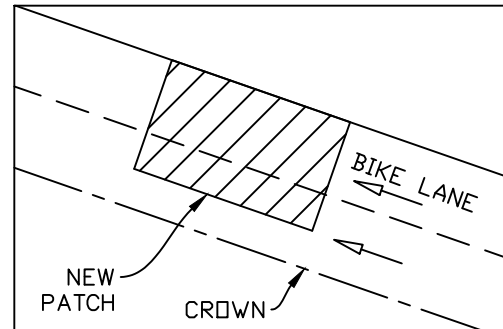
NOT ACCEPTABLE

CASE
C



NOTE: REFER TO DRAWING NO. ST-660 (NOTE 3)

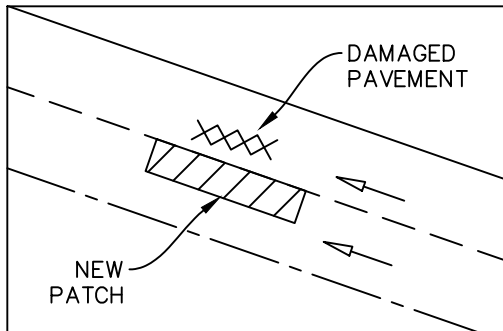
ACCEPTABLE



PLAN

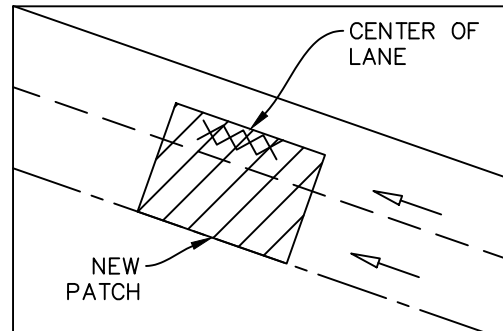
NOT ACCEPTABLE

CASE
D



NOTE: REFER TO DRAWING NO. ST-660
NOTE 4 & NOTE 5

ACCEPTABLE



*SEE DWG. NO. ST-640 FOR LINE TYPE LEGEND.

PLAN



PUBLIC WORKS DEPARTMENT

Drawing File No. **ST-650**

APPROVED: _____

Nisha A. Patel, CITY ENGINEER - RCE NO. 72491

STANDARD DRAWING FOR

ASPHALT RESTORATION

SHEET 2 OF 3

CITY COUNCIL RESOLUTION NO. **Packet Page 54**

RESTORATION OF ASPHALT REQUIREMENTS

NOTES:

- ① EXISTING PAVEMENTS SHALL BE REMOVED TO CLEAN, STRAIGHT LINES PARALLEL AND PERPENDICULAR TO THE FLOW OF TRAFFIC. DO NOT CONSTRUCT FINAL RESTORATION PATCHES WITH ANGLED SIDES AND IRREGULAR SHAPES.
- ② IF A PROPOSED CUT IS WITHIN 10 FT OF AN EXISTING PATCH ORIGINALLY PERFORMED BY THE SAME AGENCY, EXTEND THE FINAL RESTORATION TO THE EXISTING PATCH (FOR BELL HOLE OR TRENCH NO GREATER THAN 10 FT LONGITUDINAL).
- ③ IF A NEW PATCH IS DONE WITHIN AN EXISTING PATCH, THE BOUNDARIES OF THE FINAL RESTORATION FOR THE PATCHES SHALL COINCIDE.
- ④ IF A SECTION OF PAVEMENT IS DAMAGED DURING CONSTRUCTION, THE FAILED AREA SHALL BE REMOVED TO SOUND PAVEMENT AND PATCHED. IF THAT DAMAGED AREA IS WITHIN 10 FT OF THE NEW PATCH, THE FINAL RESTORATION OF THE PATCHES SHALL COINCIDE.
- ⑤ LIMITS OF FINAL PAVEMENT RESTORATION TO STOP AT ONE OF THE FOLLOWING LOCATIONS: CENTER OF LANE, TRAVEL LANE LINE, BIKE LANE LINE, PARKING LANE, ISLAND CURB/GUTTER, EDGE OF ROADWAY PAVEMENT CURB/GUTTER. NO PAVING JOINTS SHALL BE ALLOWED IN A VEHICULAR WHEEL PATH.
- ⑥ STEEL PLATES USED FOR BRIDGING SHALL EXTEND A MINIMUM OF 1 FT BEYOND THE EDGE OF TRENCH. PLATES SHALL HAVE NONSKID ABRASIVE SURFACE PER CALTRANS SPECIFICATIONS 75-1.03F, AND COUNTER-SINKING MAY BE REQUIRED WHEN DEEMED NECESSARY BY CITY ENGINEER.
- ⑦ COLD MIX AC SHALL NOT BE USED EXCEPT WHEN PRE-APPROVED BY THE CITY ENGINEER OR WHEN TRIMMING TRENCH PLATES.
- ⑧ ROADWAY RESTORATION WIDTH, BEYOND THE TRENCH EDGES, VARIES FROM 0"-24". DURING THE PERMIT PROCESS, THE CITY ENGINEER WILL REVIEW GEOTECHNICAL AND HISTORICAL INFORMATION OF THE TRENCHING LOCATION, AS PRESENTED BY THE UTILITY OWNER, AND CONSIDER EXISTING PAVEMENT CONDITION, SUITABLE SUBGRADE AND THE PROPOSED SCOPE OF WORK TO DETERMINE RESTORATION WIDTH. THE CITY ENGINEER RESERVES THE RIGHT TO ADJUST THE RESTORATION WIDTH DUE TO FIELD OBSERVATIONS DURING CONSTRUCTION SUCH AS, BUT NOT LIMITED TO, OBSERVING BREAKOUT, UNDERMINING OF ADJACENT PAVEMENT, UNSTABLE WALLS OF TRENCH, DAMAGE TO SURROUNDING UNDISTURBED PAVEMENT, AND/OR PAVEMENT OR SUBGRADE DAMAGE FROM CONTRACTOR OPERATIONS.

Table A – Assumes R value = 25*

Classification	Traffic Index**	HMA layer (inches) Min.***	AB Layer (inches)
Residential	5.5	3.5"	8.0"
Collector	7.0	4.0"	11.0"
Arterial**	9.0	5.5"	15.0"

NOTES: *Unless applicant provides actual R-Value test results and pavement section design
 **Or as approved by City Engineer based on actual traffic loading
 ***Minimum AC thickness shall match existing or as shown in Table A, whichever is greater



PUBLIC WORKS DEPARTMENT

Drawing File No. **ST-660**

APPROVED: _____

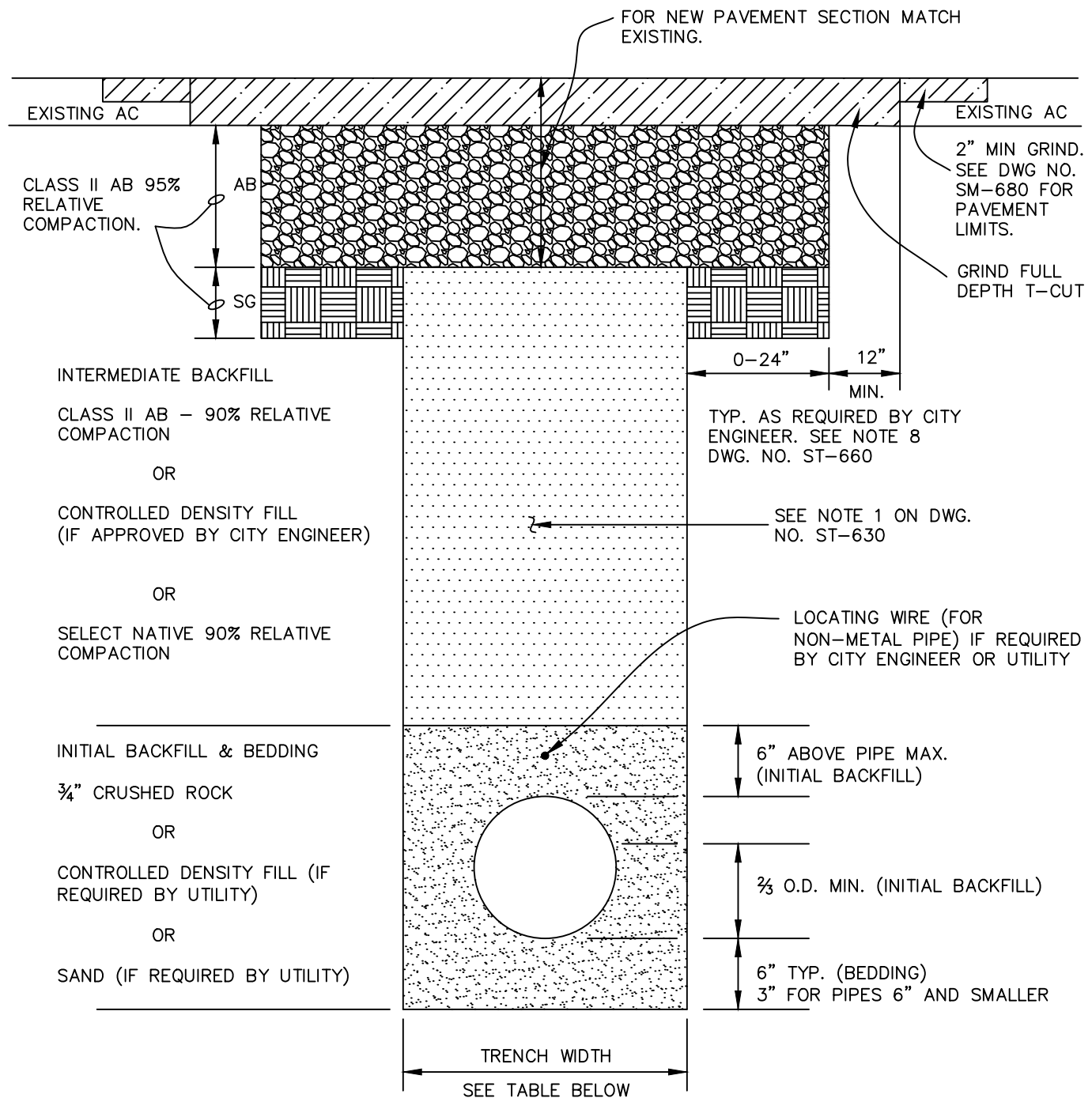
Nisha A. Patel, CITY ENGINEER - RCE NO. 72491

STANDARD DRAWING FOR

ASPHALT RESTORATION

SHEET 3 OF 3

CITY COUNCIL RESOLUTION NO. **Packet Page 55**



NOTE: IF ROADWAY HAS EXISTING AC OVER CONCRETE, TRENCH RESTORATION SHALL BE DETERMINED BY THE CITY ENGINEER.

TYPE 1

ASPHALT CONCRETE PAVED STREETS

CONDUIT SIZE	LESS THAN 6"	6" TO 24"	OVER 24" TO 60"	OVER 60"
TRENCH WIDTH	O.D. + 12"	O.D. + 24"	O.D. + 24"	O.D. + 24"

FOR PIPES WITH MORE THAN 36" OF COVER, THE AGENCY ENGINEER MAY ALLOW A REDUCED TRENCH WIDTH INCLUDING A CHANGE TO A SELF-COMPACTING ENGINEERED TYPE OF INITIAL BACKFILL MATERIAL.



PUBLIC WORKS DEPARTMENT

Drawing File No. **SM-670**

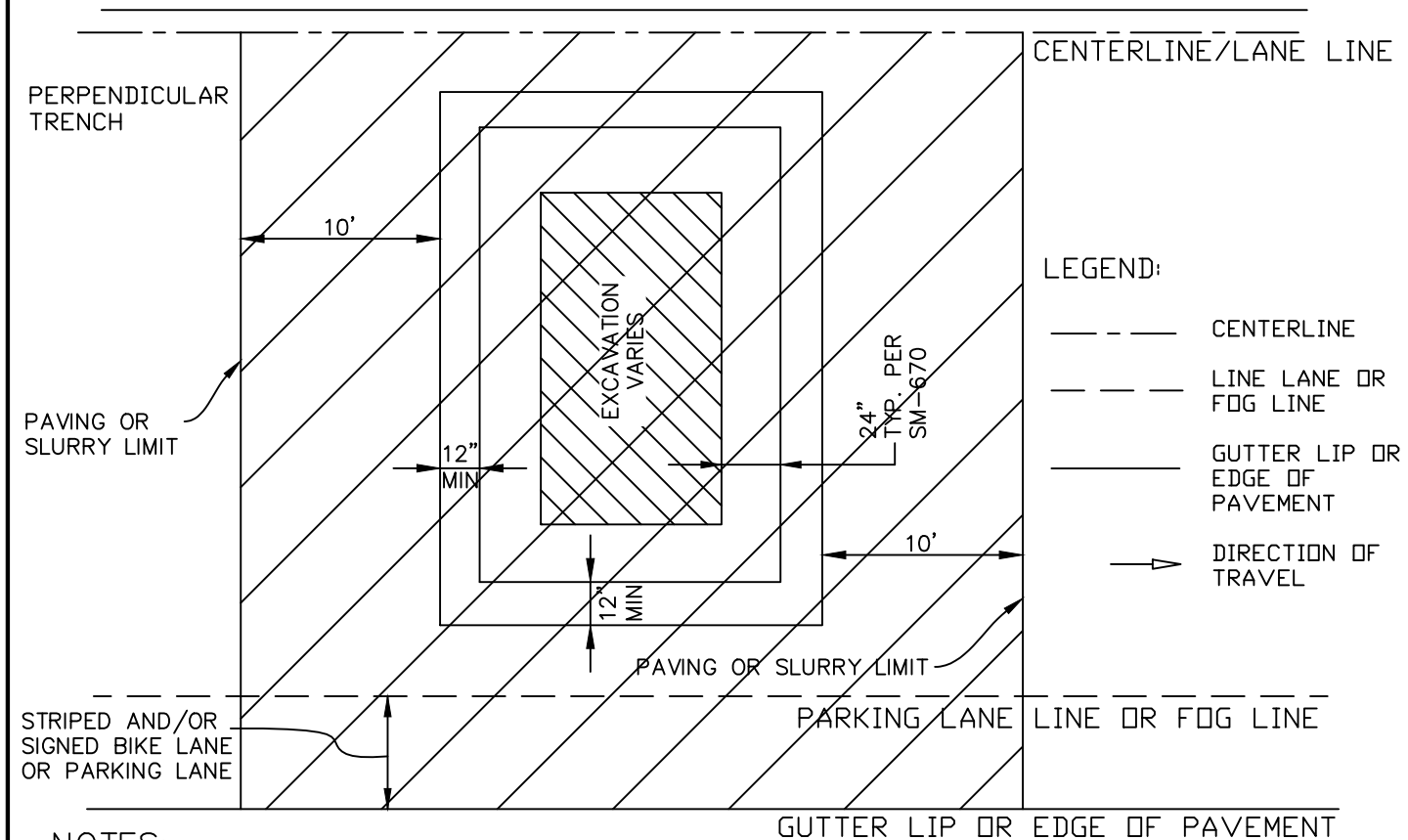
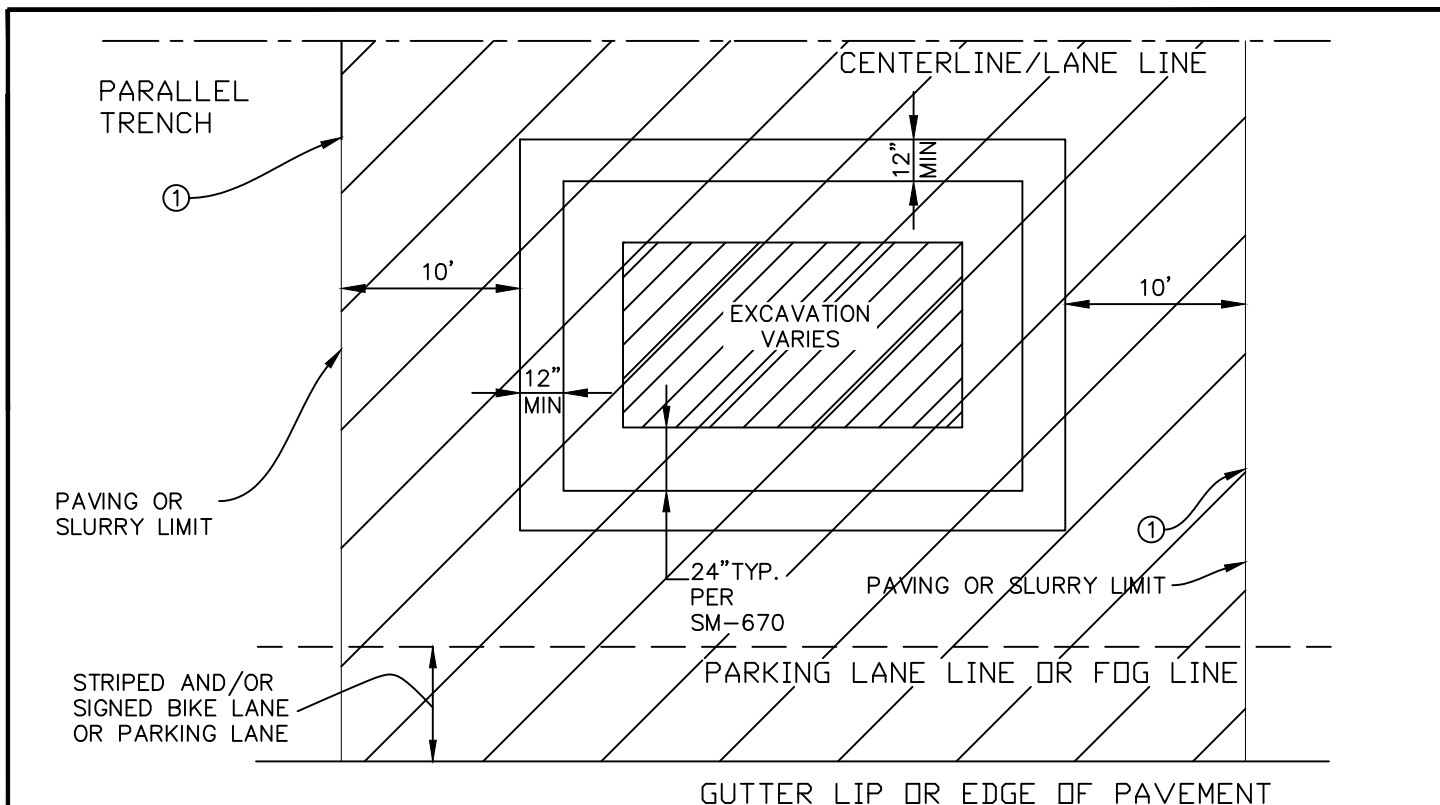
APPROVED: _____

Nisha A. Patel, CITY ENGINEER - RCE NO. 72491

STANDARD DRAWING FOR
**STREET MORATORIUM
TRENCH DETAILS**

SHEET 1 OF 2

CITY COUNCIL RESOLUTION NO:



NOTES:

- ① SLURRY SEAL OR PAVEMENT RESURFACING SHALL EXTEND FROM CENTER LINE/LANE LINE TO LIP OF GUTTER OR EDGE OF PAVEMENT.



PUBLIC WORKS DEPARTMENT

Drawing File No. **SM-680**

APPROVED: _____

Nisha A. Patel, CITY ENGINEER - RCE NO. 72491

STANDARD DRAWING FOR

**STREET MORATORIUM
ASPHALT RESTORATION**

SHEET 2 OF 2

CITY COUNCIL RESOLUTION NO. _____ **Packet Page 57**



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Alexia Rapoport, Housing Program Manager

DATE: September 21, 2023

**SUBJECT: ADOPT A RESOLUTION TO ACCEPT AN \$85,000 REAP 2.0
GRANT AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE
THE REQUISITE MEMORANDUM OF UNDERSTANDING**

RECOMMENDATION

Adopt a resolution to accept a REAP 2.0 grant in the amount of \$85,000 and to authorize the execution of a Memorandum of Understanding by the City Manager.

BACKGROUND

On August 3, 2023, the Seaside City Council adopted a resolution authorizing the submittal of an \$85,000 REAP 2.0 grant application. The REAP 2.0 program is funded by the California Department of Housing and Community Development (HCD) and administered by the Association of Monterey Bay Area Governments (AMBAG). On September 1, 2023, the City received notice that its application was accepted and awarded in full. In order to access the grant funds, the Seaside City Council must adopt a resolution (Attachment 1) formally accepting the award and authorizing the City Manager to execute a requisite Memorandum of Understanding (Attachment 2).

FISCAL IMPACT

None, no matching funds are required.

ATTACHMENTS

1. REAP 2.0 Acceptance Resolution
 2. REAP 2.0 MOU
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is positioned above a horizontal line. Below the line, the name "Jaime M. Fontes, City Manager" is printed in a black, sans-serif font.

Jaime M. Fontes, City Manager

A RESOLUTION
OF THE COUNCIL OF THE
CITY OF SEASIDE
TO APPROVE
ENTERING INTO AGREEMENTS
FOR THE REGIONAL EARLY ACTION PLANNING GRANT 2.0 PROGRAM

RECITALS

WHEREAS, the California Department of Housing and Community Development (HCD) is authorized to provide up to \$510,000,000 to Metropolitan Planning Organizations and Councils of Government listed in Health and Safety Code Section 50515.08, subdivisions (a)(1)-(6) under the Regional Early Action Planning Grants Program (REAP 2.0), as detailed in Health and Safety Code Section 50515.08-10.

WHEREAS the State of California Department of Housing and Community Development (HCD) issued a Notice of Funding Availability on July 26, 2022 for REAP 2.0 grants available to Metropolitan Planning Organizations and Councils of Government;

WHEREAS the Association of Monterey Bay Area Governments (AMBAG) requested funds from HCD pursuant to Health and Safety Code Section 50515.08(c) to develop and accelerate the implementation of the requirements described in Health and Safety Code section 50515.08(c)(1).

WHEREAS HCD approved AMBAG's Request for Funds, subject to the terms and conditions of Eligibility, Guidelines, NOFAs, Program requirements, and the Standard Agreement by and between HCD and AMBAG;

WHEREAS AMBAG is authorized to suballocate REAP 2.0 funds to eligible applicants in the AMBAG region and will administer the REAP 2.0 grant program and provide oversight of the grant program in the AMBAG region;

WHEREAS AMBAG developed a suballocation program in cooperation with HCD and eligible applicants in the AMBAG region,

WHEREAS the AMBAG issued a Notice of Funding Availability for a REAP 2.0 suballocation program for eligible applicants in the AMBAG region on June 15, 2023;

WHEREAS, the City of Seaside is eligible to submit a request for allocation for a portion of REAP 2.0 funds from AMBAG; and

WHEREAS, the amounts allocated to the City of Seaside will be based on the allocation method approved by HCD and AMBAG; and

WHEREAS, AMBAG shall approve allocation requests subject to the terms and conditions of eligibility, guidelines, Notices of Funding Availability, and program requirements.

THEREFORE, BE IT RESOLVED:

1. The City of Seaside is hereby authorized to accept an allocation not to exceed \$85,000 from the Association of Monterey Bay Area Governments for REAP 2.0 grant funding, and
2. The City of Seaside is hereby authorized to enter into agreements and take further actions as may be necessary to give effect to this resolution, such as executing amendments, memorandums of understanding, and approving funding applications with the Association of Monterey Bay Area Governments for REAP 2.0 grant funding.

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 Damon, City Attorney

MEMORANDUM OF UNDERSTANDING
between
THE ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS
and
THE CITY OF SEASIDE
Regarding
REGIONAL EARLY ACTION PLANNING GRANTS PROGRAM OF 2021

WHEREAS, on June 29, 2021, Governor Newsom signed the Budget Act of Fiscal Year 2021-2022 which established the Regional Early Action Planning Grants Program of 2021 (REAP 2.0 or Program) which allocated \$600 million in one-time funds to accelerate infill housing development, affirmatively further fair housing, and reduce VMT; and

WHEREAS, the California Department of Housing and Community Development (HCD) has been assigned as the state agency overseeing this program; and

WHEREAS, a portion of REAP 2.0 funds have been allocated to the Association of Monterey Bay Area Governments (AMBAG); and

WHEREAS, AMBAG will grant the majority of REAP 2.0 funds to eligible entities in the AMBAG area; and

WHEREAS, eligible entities may apply for a portion of AMBAG's REAP 2.0 funds according to an allocation method approved by the AMBAG Board; and

WHEREAS, AMBAG shall approve grant applications subject to the terms and conditions of eligibility, guidelines, Notices of Funding Availability, and program requirements.

THEREFORE BE IT RESOLVED:

The following agreement is entered into between The City of Seaside (Grantee) and the Association of Monterey Bay Area Governments (AMBAG).

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority

The Regional Early Action Planning Grants Program of 2021 (REAP 2.0 or Program) is established for the purpose of providing regions with one-time funding, including grants for transformative planning and implementation activities. Up to eight million six hundred and twenty-five thousand (\$8,625,000) shall be distributed by AMBAG to eligible entities in the AMBAG area under the Program in accordance with Chapter 3.15 of the California Health and Safety Code (Statute). The Association of Monterey Bay Area Governments (AMBAG) shall administer the Program to eligible entities in the AMBAG area in accordance with the Statute and AMBAG's REAP 2.0 Local Suballocation Grant Program and Regional Competitive Grant Program Guidelines (Guidelines), pursuant to Health and Safety Code section 50515.10(h), and program guidance.

This Agreement (Agreement) authorizes the encumbrance of the total funds available to the awardee, subject to all statutory requirements and all applicable provisions, including but not limited to the Guidelines, approved applications, and any subsequent modifications.

The Grantee shall consult with AMBAG on any amendment modification or other provision related to the implementation of the Program. AMBAG's decisions related to the administration of the Program shall be final.

2. Purpose

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. AMBAG has agreed to make the grant for planning and implementation activities pursuant to the Guidelines and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the Guidelines, application, as well as this Agreement, subsequent amendments or modifications to this Agreement and the requirements of the authority cited above. Based on all representations made by the Grantee, AMBAG shall encumber the full amount pursuant to the Guidelines and provide payment upon reimbursement request and subsequent payments in accordance with this agreement. All terms, conditions and other relevant provisions will be subject to amendments as a result of subsequent applications and awards for remaining funds in accordance with this agreement.

3. Definitions

Terms herein shall have the same meaning as defined by the Guidelines and Statute.

4. Scope of Work

Grantee shall use the awarded funds in accordance with the approved scope of work as contained in the timeline and budget and related information outlined in the approved application as attached hereto and incorporated herein by this reference, and as set forth in this agreement. The scope of work may be amended in compliance with statutory requirements subject to approval by AMBAG.

5. **Monitoring**

- A. The Grantee shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as described in the Statute, Guidelines, Scope of Work, application, subsequent approved applications and all other pertinent documents. These books, records, documents and other evidence shall be available for audit and inspection by AMBAG at AMBAG's principal place of business.
- B. AMBAG may request additional information, as needed, to demonstrate statutory compliance, satisfaction of program requirements and necessary amendments to this Agreement, including but not limited to reporting or audit requirements, or award amount to the Grantee.
- C. AMBAG may monitor expenditures and activities of the Grantee, as AMBAG deems necessary, to ensure compliance with statutory or AMBAG requirements.
- D. AMBAG may, as it deems appropriate or necessary, request the repayment of funds from a Grantee or pursue any other remedies available to it by law for failure to comply with Program requirements pursuant to Health and Safety Code section 50515.10 (g).
- E. AMBAG's decision to approve or deny an application or request for funding pursuant to the program, and its determination of the amount of funding to be provided, shall be final pursuant to Health and Safety Code section 50515.10(i).
- F. Monitoring provisions may be amended and are subject to additional provisions in accordance with this Agreement or subsequent amendments.

6. **AMBAG Contract Coordinator**

The Contract Coordinator of this Agreement for AMBAG is Paul Hierling, Senior Planner. Any notice, report, or other communication required by this Agreement shall be submitted under the penalty of perjury by email to phierling@ambag.org.

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Application for Funds

- A. AMBAG is entering into this Agreement on the basis of, and in reliance upon, facts, information, assertions and representations contained in any application or award or any subsequent modifications or additions to such thereto approved by AMBAG. All awarded applications for funding and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in any approved application, award or approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of an application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would affect AMBAG's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, AMBAG or AMBAG's designee may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. Grant and Reimbursement Limit

- A. The maximum total amount encumbered to the Grantee pursuant to this Agreement shall not exceed \$85,000.
- B. This Agreement authorizes payments and awards up to the total award amount as described in Section 2A of this Exhibit and is subject to AMBAG approval.
- C. The Grantee shall submit and follow a schedule for the expenditure of the award prior to disbursement of funds as attached hereto and incorporated hereby this reference. The schedule is subject to AMBAG approval and may be revised as AMBAG deems necessary.

3. Grant Timelines

- A. This Agreement is effective upon approval by all parties and AMBAG.
- B. All Grant funds must be obligated no later than March 31, 2024 and expended by March 31, 2026 unless the grant recipient receives an extension to the grant expenditure deadline in writing.

- C. Extensions to the March 31, 2026 grant spending deadline may only be granted by AMBAG to the grantee in writing after September 31, 2025 and only if the grantee has spent at least 60% of their REAP 2.0 grant by September 31, 2025.
- D. Final invoices must be submitted to AMBAG by April 15, 2026. Under special circumstances, approved by AMBAG and in accordance with the expenditure deadline, AMBAG may modify the invoice deadline and may provide exception to carry out the terms of this Agreement.
- E. It is the responsibility of the Grantee to monitor the progress and timeliness of grant fund obligations, including invoicing and reimbursements within the specified dates.

4. **Allowable Uses of Grant Funds**

- A. AMBAG shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Statute and REAP 2.0 Guidelines which includes associated forms and guidelines, approved applications and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by AMBAG that involve planning and implementation activities in accordance with the Statute and REAP 2.0 Guidelines.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to eligible activities.
- D. A Grantee that receives funds under this Program may use a subcontractor and Grantee shall be accountable to AMBAG to ensure subcontractor's performance of the subcontract shall comply with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- E. After the Agreement has been executed by AMBAG and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables in accordance with the scope of work and subject to the terms and conditions of this Agreement.

REAP 2.0 TERMS AND CONDITIONS

1. Accounting and Records

- A. The Grantee, its employees, contractors, and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for invoices. Grantees may establish and maintain an accounting system and reports, as described above, on behalf of contractors and subcontractors.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that AMBAG or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement.
- E. The Grantee agrees to maintain such records for a possible audit after the final payment for at least five years after all funds have been expended or returned to AMBAG unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine- readable formats.
- F. Contractors and subcontractors employed by the Grantee and paid with moneys under the terms of this Agreement shall be responsible for maintaining accounting records as specified above.

2. Invoicing

- A. Grant funds cannot be disbursed until the Agreement has been fully executed.
- B. The Grantee will be responsible for compiling and submitting all invoices and

reporting documents.

- C. The Grantee must bill AMBAG based on clear deliverables outlined in the Agreement or budget timeline. Generally, approved and eligible costs incurred for work after execution of the Agreement and completed during the grant term will be reimbursable.
- D. The Grantee shall submit to AMBAG on a quarterly basis or upon completion of deliverable, and each requisition for payment (Invoice) shall accompanied by a narrative progress report. Quarters are defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. Project invoices may be submitted to AMBAG by the Grantee on a quarterly basis or upon completion of a deliverable, subject to AMBAG's approval.
- E. The grantee shall submit an invoice to AMBAG no later than fifteen calendar days (15) after the close of each quarter. Invoices shall describe progress toward completion of tasks, projects, and products, conformance with project schedules and reporting of costs incurred.
- F. Year-end Invoices, reports, and supporting documentation submitted in the quarter April 1 to June 30 submitted over fifteen calendar days (15) after the close of the quarter shall not be paid.
- G. All invoices must also include supporting documentations including receipts or backup for all expenses for which reimbursement is sought. Supporting documentation may include, but is not limited to, purchase orders, receipts, progress payments, subcontractor invoices, timecards, reports, or any other documentation as deemed necessary by AMBAG to support the reimbursement to the Grantee for expenditures incurred.
- H. Payment of Invoices is contingent upon receipt by AMBAG or the above documentation provided by the Grantee. Payment to Grantee is further contingent upon AMBAG's determination that the performance of the Grantee meets State and AMBAG standards.
- I. All Grantee funds must be spent and work completed by March 31, 2026.
- J. AMBAG must indicate approval of Grantees invoices before they will be considered complete

3. **Audits**

- A. At any time during the term of the Agreement, AMBAG may perform or cause to be performed a financial audit of any and all phases of the award. At AMBAG's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. AMBAG has the right to review project documents and conduct audits during project implementation and over the project life.
- B. The Grantee agrees that AMBAG or AMBAG's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
- C. The Grantee agrees to provide AMBAG, or AMBAG's designee, with any relevant information requested.
- D. The Grantee agrees to permit AMBAG or AMBAG's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, REAP 2.0 Guidelines, and the Agreement.
- E. AMBAG may request additional information, as needed, to meet other applicable audit requirements.
- F. AMBAG or AMBAG's designee may monitor expenditures and activities of a Grantee or its designees, contractors or subcontractors, as AMBAG deems necessary, to ensure compliance with REAP requirements.
- G. If there are audit findings, the Grantee must submit a detailed response acceptable to AMBAG or AMBAG's designee for each audit finding within 90 days from the date of the audit finding report.
- H. The Grantee agrees to maintain such records for possible audit after the final payment for at least five years after all funds have been expended or returned to AMBAG unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine- readable formats.
- I. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee and its designees, contractors, and sub-contractors until completion of the action and resolution of all issues which arise from it. In any contract that it enters into in an amount exceeding \$10,000, the

Grantee shall include AMBAG's right to audit the contractor's records and interview their employees.

- J. The Grantee shall comply with and be aware of the requirements and penalties for violations of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

4. **Remedies and Non-Performance**

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by AMBAG's Executive Director, or the Executive Director's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of AMBAG's Executive Director or Designee shall be AMBAG's final decision regarding the dispute, not subject to appeal.
- B. Neither the pendency of a dispute nor its consideration by AMBAG will excuse the Grantee from full and timely performance in accordance with the terms of this Agreement.
- C. In the event that it is determined, at the sole discretion of AMBAG, that the Grantee is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from AMBAG to stop work, the Grantee shall cease all work under the Agreement. AMBAG has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the Grantee to resume work under the Agreement.
- D. AMBAG has the right to terminate the Agreement at any time upon 30 calendar days written notice. The notice shall specify the reason for early termination and may permit the Grantee or AMBAG to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to AMBAG within 30 calendar days of the early termination notice.
- E. The applicant must demonstrate a clear and significant nexus to REAP 2.0 Program goals and objectives and must carry out provisions to meet the Program goals and objectives and other requirements, including, but not limited to, adoption or completion of activities toward policy outcomes and implementation of eligible use activities funded through a suballocation process. Any lack of action or action inconsistent with REAP 2.0 requirements may result in review and could be subject to repayment of the grant.
- F. At any time, if AMBAG finds the Grantee included false information in application, as part of the application review, or subsequent amendments, AMBAG may require

the repayment of funds.

- G. Grantees are responsible for suballocations meeting all REAP 2.0 requirements.
- H. If a grantee has not spent at least 20% of a REAP 2.0 grant awarded by December 31, 2024, that grantee's funding will be deobligated and reallocated to another grantee and/or purpose at the discretion of AMBAG's Executive Director or the Executive Director's designee.
- I. If a grantee has not spent at 60% of a REAP 2.0 grant awarded by September 31, 2025, that grantee's funding may be deobligated and reallocated to another grantee, and/or purpose at the discretion of AMBAG's Executive Director or the Executive Director's designee.
- J. Examples of a breach of this Agreement:
 - 1. Grantee's failure to comply with any term or condition of this Agreement.
 - 2. Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.
 - 3. Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.
- K. AMBAG may, as it deems appropriate or necessary, require the repayment of funds from a Grantee, or pursue any other remedies available to it by law for failure to comply with all REAP 2.0 Program requirements or breach of this agreement.
- L. In addition to any other remedies that may be available to AMBAG in law or equity for breach of this Agreement, AMBAG may at its discretion, exercise a variety of remedies, including but not limited to:
 - 1. Revoke existing REAP 2.0 award(s) to the Grantee;
 - 2. Require the return of unexpended REAP 2.0 funds disbursed under this Agreement;
 - 3. Require repayment of REAP 2.0 Funds disbursed and expended under this Agreement;
 - 4. Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance

with the REAP 2.0 Program requirements; and

5. Other remedies available at law, by and through this Agreement. All remedies available to AMBAG are cumulative and not exclusive.
 6. AMBAG may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 calendar days.
- M. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.
- N. AMBAG and the Grantee are fully committed to working with each other throughout the Term of this Agreement and agree to communicate regularly with each other at all times so as to avoid and minimize disputes. AMBAG and the Grantee agree to act in good faith to prevent and resolve potential sources of conflict before they escalate into a question or controversy. AMBAG and the Grantee each commit to resolving such dispute in an amicable, professional, and expeditious manner and agree to use the following procedure for resolving the dispute: (a) either party may give notice to the other of the dispute and will meet within three (3) business days to attempt to resolve the dispute; (b) a meeting or meetings shall be promptly between the representatives of the parties regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; (c) if within thirty (30) days after a dispute has arisen, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation; (d) the mediator shall be jointly selected by the parties, or failing agreement on the selection of a mediator within thirty (30) days after the parties fail to negotiate an informal resolution of any dispute, the mediator shall be a retired judge or justice selected by the supervising judge of the Civil Division of the Monterey County California Superior Court. In any mediation conducted pursuant to this section, the provision of the California Evidence Code section 1152 shall be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation; and € if the parties are not successful in resolving the dispute through the mediation, then the parties agree that the dispute shall be submitted to binding arbitration to a single arbitrator in accordance with the existing Rules of Practice of Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.
- O. In the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as part of such action or proceeding, whether or not such action or proceeding is prosecuted to judgment. This Agreement shall be construed and interpreted according to California law, and any action to enforce the terms of this

Agreement or for the breach thereof shall be brought and tried in the County of Monterey.

5. **Reporting**

A. At any time during the term of the Agreement, AMBAG may request a performance report that demonstrates satisfaction of all requirements identified in the Agreement with emphasis on eligible activities, eligible uses, and expenditures according to timelines and budgets referenced in the Agreement.

B. Reports shall include the following information:

1. The status of the Proposed Uses and expenditures listed in the Grantee's applications for funding and progress of each proposed use toward all the objectives of the REAP 2.0 program as provided in the Guidelines and explained in the applications.
2. An explanation and quantification, where appropriate, of the progress achieved toward all of the objectives of the REAP 2.0 program, barriers and solutions for each Proposed Use that is consistent with and incorporates the metrics in the full application, including, but not limited to:
 - i. Housing units accelerated,
 - ii. Reductions in Vehicle Miles Traveled Per Capita,
 - iii. Location of investment,
 - iv. Socioeconomic statistics about the impacted geography, and
 - v. Regional impact explanation

The report must identify whether proposed uses overlap with other programs that share the same objectives as REAP 2.0. The Grantee should also identify any measurement challenges that persist and highlight any administrative barriers that prevent it from obtaining the information it needs to perform better analysis of progress made achieving REAP 2.0 Objectives and make adjustments to the extent possible in subsequent reporting years.

C. Upon completion of all deliverables within the Agreement, the Grantee shall submit a close out report in a manner and form prescribed by AMBAG.

6. **Indemnification**

Neither AMBAG nor any officer, employee or designee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted by the Grantee, its officers,

employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Agreement, Guidelines or Statute. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless AMBAG and all of AMBAG's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, contractors, sub-recipients, or subcontractors under this Agreement, Guidelines or Statute.

7. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of AMBAG to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of AMBAG to enforce these provisions.

8. **Relationship of Parties**

It is expressly understood that this Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

9. **Third Party Contracts**

- A. All REAP 2.0 related funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to AMBAG's program manager.
- C. AMBAG does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully

responsible for monitoring and enforcement of those agreements and all work performed thereunder.

10. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.
- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the REAP 2.0 Program.
- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

11. **Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a

court of competent jurisdiction, such invalidity, at the sole discretion of AMBAG, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

- B. The Grantee shall notify AMBAG immediately of any claim or legal action undertaken by or against it, which affects or may affect this Agreement or AMBAG, and shall take such action with respect to the claim or legal action consistent with the terms of this Agreement and the interests of AMBAG.

12. **Changes in Terms/Amendments**

- A. The Grantee may be subject to amendments to this section as a result of subsequent applications and awards.
- B. This Agreement may only be amended or modified by mutual written agreement of both parties.

13. **State-Owned Data**

A. Definitions

1. Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2. Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and deliverables conceived or made or, hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement, are considered Work Product. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

B. Sharing of Work Product and Rights

All Work Product shall be shared with AMBAG and its partners for various purposes, including education, outreach, transparency and future learning.

14. **Special Conditions**

AMBAG reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

15. **Term**

This Memorandum of Understanding shall end on March 31, 2027.

Date: _____

Maura F. Twomey
Executive Director

Date: _____

Jaime M. Fontes
City Manager
City of Seaside



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager

DATE: September 21, 2023

**SUBJECT: APPROVE THE RELEASE OF A REQUEST FOR PROPOSALS (RFP)
FOR THE CREATION OF A CLIMATE ACTION AND ADAPTATION
PLAN**

RECOMMENDATION

Approve the climate action and adaptation plan request for proposal release.

BACKGROUND

In 2017, the City Council adopted Resolution 17-47, committing the City to a series of principles regarding climate change. The City further undertook several of the tasks identified in that Resolution, including creating an inventory of greenhouse gas (GHG) emissions. These documents are both attached to this Report.

Climate change has continued to worsen in the intervening years, with July 2023 bring the hottest year on record for global temperatures. The proposed RFP would assist the City to identify a consultant to develop a Climate Action and Adaptation Plan (CAAP).

The purpose of the CAAP would be for the City to identify steps the City can take to reduce its carbon footprint and mitigate risks from climate change (such as increased storm intensity, seas level rise, etc.).

The RFP would seek consultants to perform the following:

- Conduct community and stakeholder outreach
- Perform an assessment related to the City vulnerability to climate change
- Update the City's current GHG Inventory and prepare an emission forecast under a "business-as-usual" scenario.
- Develop a strategy for the City to reduce its carbon footprint and present this as a matrix.

- Develop a plan to implement the identified strategy
- Draft the CAAP document and prepare any analysis required under the California Environmental Quality Act (CEQA)

The consultant would also be responsible for project management.

Responses to the RFP will be evaluated by staff based on a scoring rubric included in the RFP.

FISCAL IMPACT

If successful this RFP will result in a contract with a consultant to perform the activities described therein. The costs of this contract are unknown. Funds have been budgeted to cover the costs of this effort. A contract that includes all associated costs will be brought to Council prior to its execution.

ATTACHMENTS

1. CAAP RFP Resolution
2. Exhibit A RFP for CAAP
3. City Council Resolution 17-47 climate science
4. City of Seaside 2020 Community-wide GHG Inventory Report

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

**CITY COUNCIL
RESOLUTION NO. 23-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING A REQUEST FOR PROPOSALS (RFP) TO DEVELOP A CLIMATE
ACTION AND ADAPTATION PLAN (CAAP) AND DIRECTING CITY STAFF
TO RELEASE THE RFP**

WHEREAS, on July 6, 2017, the Seaside City Council adopted Resolution 17-47 to commit itself to a series of principals established by the US Conference of Mayors to stave off climate change as well as identifying specific actions to reduce the City's carbon footprint; and

WHEREAS, since 2017, climate change has continued to worsen, with July 2023 being the hottest month ever recorded for global temperatures; and

WHEREAS, climate change poses a significant threat to the health and safety of the residents of Seaside though increased risks of natural disasters such as wildfire, flooding, storms, and extreme heat; and

WHEREAS, The City Council desires to better understand the City's climate impacts as well as identify concrete steps that the City can take to mitigate those impacts; and

WHEREAS, the City Council desires to identify a qualified consultant to assist the City in conducting a citywide assessment of greenhouse gas emissions and to identify actionable steps that the City can take to reduce its carbon footprint as well as mitigate risks associated with climate change.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the RFP attached hereto as Exhibit A and directs staff to release the RFP to identify a consultant to assist in the development of a Climate Action and Adaptation Plan.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 21st day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

Attach:

Exhibit A – Request for Proposals for Climate Action and Adaptation Plan

City of Seaside, CA

**REQUEST FOR PROPOSALS
FOR
CLIMATE ACTION & ADAPTATION PLAN**

**Issue Date: September 29,
2023**

Submittal Deadline: October 30, 2023 at 5pm

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I. Introduction

I.A. What We Are Looking for in a Proposal?

The City of Seaside is seeking a qualified consultant or team of consultants to provide facilitation, technical, and design services for the development and approval of a Climate Action & Adaptation Plan (CAAP). The CAAP will serve as the roadmap for the City to equitably achieve carbon neutrality by the year 2050, or sooner.

Environmental Achievements

The City of Seaside (the “City” or “Seaside”) has shown its commitment to sustainability through the implementation and initiation of a variety of sustainability projects: LED streetlights, electric vehicle charging stations for the city fleet, facility lighting LED upgrades at 12 city facilities, City Hall solar canopy and panels, installation of water refilling stations in city facilities, water heater electrification at six city facilities, and a variety of other projects which seek to foster economic vibrancy and sustainable living. Additionally, Seaside is committed to making sustainability one its highest priorities and has been recognized for the following Beacon Spotlight awards:

- Agency Energy Savings (electricity) Gold Level 16% (2018)
- Silver Level Agency Energy Savings 8% reduction (2017)
- Platinum Level Agency Energy Savings 29% (2020).
- Community Greenhouse Gas Reductions Platinum Level, 20% (2017)

In 2018, Seaside established the Environmental Commission to investigate and advocate for sound environmental policy and action, as well as outreach and education on climate change for Seaside residents. Complementary to this effort is the development of a new CAAP to assess the impact of climate change and create climate change adaptation solutions.

Our Challenge

Seaside recognizes that climate-related issues do not affect members of the community equally. Some community members are disproportionately affected by negative climate impacts. As Seaside continues to reflect on and address equity, it is critical that a social equity component be integrated into the CAAP together with climate change mitigation and adaptation directives. The City expects to engage the community in the development of the CAAP to assist the City in outlining the social, economic, and environmental benefits of implementing the CAAP and to establish ways to ensure equitable distribution of these benefits to the City’s minority-majority population.

Through this CAAP, Seaside seeks to:

- Develop a pathway to deliver an emissions neutral city by 2050 or sooner and set out methodologies for prioritizing transformational actions,
- Demonstrate how Seaside will adapt and improve its resilience to climate change that impacts the City now and respond to future climate change scenarios,
- Engage with the community to communicate the climate challenges, and identify opportunities for change in response to these challenges,
- Engage with the community in the CAAP development, and outline social, environmental, and economic benefits expected from implementing the plan, including designing inclusive climate actions with a fair and equitable distribution of benefits,
- Detail the City's governance, powers, and capacity, as well as identify the partners who need to be engaged to accelerate the delivery of the City's mitigation targets and resilience goals,
- Establish a set of cohesive sustainability strategies, implementation measures, and metrics for measuring progress and success across the City organization; and,
- Identify synergies between mitigation and adaptation strategies to leverage City resources and budgets.

Our Values

The guiding principles or values for the CAAP shall be based on the principles defined by the United Nations Human Settlements Program (UN-Habitat) and embody the following characteristics: ambitious, inclusive, fair, comprehensive and integrated, relevant, actionable, evidence-based, transparent, and verifiable.

Ambitious: Setting goals and implementing actions that evolve iteratively towards an ambitious vision.

Inclusive: Involving multiple city government departments, stakeholders, and communities with particular attention to marginalized groups, in all phases of planning and implementation.

Fair: Seeking solutions that equitably address the risks of climate change and share the costs and benefits of action across the city.

Comprehensive and Integrated: Coherently undertaking adaptation and mitigation actions across a range of sectors within the city, as well as supporting broader regional initiatives and the realization of priorities of higher levels of government when possible and appropriate.

Relevant: Delivering local benefits and supporting local development priorities.

Actionable: Proposing cost-effective actions that can realistically be

implemented by the actors involved, given local mandates, finances, and capacities.

Evidence-based: Reflecting scientific knowledge and local understanding and using assessments of vulnerability and emissions and other empirical inputs to inform decision-making.

Transparent and Verifiable: Following an open decision-making process and setting goals that can be measured, reported, independently verified, and evaluated.

I.B. RFP Contacts – Limitation on Communications

Commencing from the date the City Council approves issuance of this RFP, and unless expressly authorized in this RFP, any contact or any communications with City officials other than the City Contact is expressly prohibited. The limitation on communications shall continue until the date on which the City awards a contract, if any.

In addition, proposers must not directly or indirectly give, furnish, donate, or promise any money, compensation, gift, gratuity, or anything of value to the Seaside City Council or any City employee for the purpose of, or which has the intent or effect of:

1. Securing or establishing an advantage over other proposers;
2. Securing or recommending the selection of the proposer's proposal; or
3. Securing or recommending a Contract award to any Proposer.

Violation of the forgoing prohibitions will constitute grounds for rejection of a proposal(s). Such rejection may be made within the sole and absolute discretion of the City of Seaside.

All communications, including questions, with the City Contact shall be made via email. Communications made via other means will not be returned and may result in disqualification. The City Contact for this RFP is:

Andrew Myrick
Economic Development and Community Planning Manager
440 Harcourt Ave.
Seaside, CA 93955
Email: amyrick@ci.seaside.ca.us

II. Scope of Work and Oversight

II.A. Project Organization

The City of Seaside seeks to develop an original CAAP that envisions an equitable and sustainable future through a bold, innovative, and inclusive vision

enabling the successful achievement of carbon emission reductions.

The City invites consultants to utilize elements which incorporate innovation and creativity to delivering a top value CAAP. The plan will set the desired Greenhouse Gas (GHG) reduction goals. It should include shorter ambitious, science-based targets for 2030 and a net zero emissions target by 2050, and provide a framework to track and monitor the progress of strategic measures. It should also keep equity at the forefront with an emphasis placed on Diversity, Equity, and Inclusion.

Additionally, with assistance from City staff, the Consultant will engage external stakeholders to obtain widespread support and buy-in for the CAAP, ensuring inclusivity of the plan development process. External stakeholders should include but not be limited to:

- Local businesses, property owners, and renters.
- Non-profit groups.
- Local institutions such as schools, higher educational institutions, hospitals/community health facilities and cultural institutions.

The CAAP should:

- Develop a current GHG Inventory based on latest available data to measure the City's progress in reducing GHG emissions,
- Incorporate innovative strategies and solutions for both climate action and adaptation,
- Outline the current climate challenges in Seaside's communities, and the opportunities for climate and greenhouse gas reduction goals,
- Serve as a mechanism to tie together the City's existing and developing sustainability initiatives, strategies and plans with the community's goals,
- Establish a set of cohesive sustainability strategies, implementation plans and metrics for measuring progress, and for improving Seaside's sustainability and its contribution to regional and state strategies and initiatives,
- Activate and engage residents, businesses, and institutions with positive actions and tangible benefits,
- Prepare a qualified CAAP that may be used for future tiering and project streamlining.

The CAAP must utilize, align with, conform to, and as applicable, comply with the following:

- Senate SB-32, Executive Order B-30-15 and other Relevant

State Legislation and Executive Orders as appropriate

- City Plans
- California Environmental Quality Act
- Climate Mayors
- Urban Environmental Accords

II.B. Proposed Project Summary of Deliverables

The table below shows the summary of deliverables.

Task	Deliverables
Task 1: Project Orientation and Management	1. Project Work Plan, including final scope of work, deliverables, and timeline with key milestones 2. Project organizational chart and contact list 3. List of City meeting dates and Council/Commission update sessions
Task 2: Stakeholder Education and Engagement Plan	1. Stakeholder Engagement Plan with timelines, milestones, and an evaluation matrix 2. Provide support materials and graphics appropriate to each meeting 3. Visualize equitable CAAP efforts using engaging digital media 4. Coordinate with City staff prior to each meeting to determine roles and approach to meeting discussions
Task 3: Climate Change Community Assessment	1. A climate vulnerability assessment 2. A plan to involve stakeholder input and collaboration 3. An assessment of vulnerable communities, and equity as a criterion for all actionable items in the final CAAP
Task 4: Inventory Analysis and Forecast	1. Reconcile and update previous Municipal and Community GHG Inventories 2. Update emission forecast under business-as-usual models
Task 5: Development of GHG Reduction Targets and Proposed List of Mitigation and Adaptation Measures	1. Draft strategy climate mitigation and adaptation matrix and evaluation criteria 2. Review mitigation and adaptation strategies with internal and external stakeholders including City Departments and City Council

Task	Deliverables
Task 6: Develop Implementation Plan	1. Develop an implementation plan that includes GHG reductions and climate adaption strategies
Task 7: Develop Draft and Final Climate Action and Adaptation Plan (CAAP)	1. Draft version of a CAAP 2. Presentation of CAAP development and final CAAP to City Council and relevant Commissions 3. Final CAAP, presented as a PDF
Task 8: California Environmental Quality Act (CEQA) Compliance	1. If necessary, prepare a CEQA compliant environmental report that has gone through the necessary steps for analysis, publication, including circulation for public review and finalization per public comments and City staff feedback 2. If necessary/feasible, complete all necessary environmental review documents for preparing the “qualified” CAAP for project tiering and streamlining

II.C. Project Goals

This process will result in a CAAP that details a prioritized set of equitable climate actions with specific implementation roadmaps that guide the City's climate action over the coming years. A clear roadmap is critical for the City successfully take steps to be climate-ready, carbon-neutral and emissions resilient by 2050. Resilience should be addressed within the CAAP in accordance with SB-379. This CAAP will also seek to empower residents to carry out community-level action in support of Seaside's climate goals.

The CAAP shall be reader friendly and "tell the story" of climate mitigation and adaptation strategies to be implemented by heavily employing the use of data visualizations and graphic design.

The CAAP should include procedures for minor updates every two years and comprehensive reviews every five years.

The scope of work for the Consultant team shall consist of the following tasks, which the City may modify in collaboration with the selected Consultant. All activities will be undertaken in close coordination with the City of Seaside.

Task 1: Project Orientation and Management

Task 1 includes **engaging with City staff and stakeholders to refine and finalize the scope of work and work plan and to identify existing relevant background documents and data.** The City will provide the Consultant with relevant data; host a project kickoff, orientation meeting and workshop; and introduce the Consultant team to key stakeholders, to City Staff, and to the various City Commissions.

The Consultant will be responsible for the following actions and deliverables:

- Project planning and coordination with other consultants, technical advisors and advisory bodies.
- Coordination with City staff and community stakeholders,
- Integration of technical analyses,
- Strategy development,
- Development of tracking tools,
- Final compilation and graphic design of the CAAP.
- Developing a Project Work Plan, including final scope of work, deliverables, and timeline with key milestones
- Providing a Project organizational chart and contact list
- Consultant shall attend up to fifteen (15) meetings/public hearings with City staff, Boards and Commissions and community meetings/engagement venues. The Consultant shall provide additional per meeting costs

The Consultant will present elements of the CAAP to various City commissions as applicable, and to the City Council at key project milestones. Ongoing project management meetings will occur biweekly or by otherwise regular check-in calls with the City's project management team. The Consultant shall provide monthly status reports (and invoices to keep the City and its advisory bodies up to date on the CAAP development process and cost.)

Task 2: Stakeholder Education and Engagement Plan

Stakeholder engagement and consultation are critical for understanding equitable approaches to climate solutions, as well as garnering widespread support and buy-in for the CAAP. Engagement is essential to produce a CAAP that is just, effective, and trusted by stakeholders. This trust and participation with the community shall lead to optimal engagement in delivering on the CAAP. The aim is to have a CAAP that is informed by consultations with government, business and civil society stakeholders.

The Consultant shall propose a stakeholder engagement process geared towards generating action-specific implementation roadmaps. The Consultant will work with the City to develop a community engagement plan and will provide support for materials and event development. The stakeholder engagement plan shall detail the stakeholders, their roles in preparing the CAAP, and their space in an equitable landscape. It shall also detail activities to obtain feedback from community groups, organizations and individuals. The CAAP shall specify timelines and milestones for community events, activities and processes. Attention should be given to proposing marketing strategies and facilitation methods to ensure the multicultural communities of Seaside are engaged. The CAAP shall include evaluation methods to measure stakeholder engagement, demonstrating that a wide range of stakeholders are aware of and informed about the development of the CAAP.

Stakeholder Outreach

Consultant will work with City staff to raise awareness about and solicit input on the CAAP through a variety of community outreach efforts. Consultant shall attend and participate in public engagement events, which may include, but are not limited to development of a brand campaign; surveys; pop-up booths; information sessions and speaker series; charrettes; religious organization/outreach; community workshops; social media campaigns including project webpage creation and updates; neighborhood meetings; coordination/collaboration with other City projects and events; or any other methods deemed valuable by the City or Consultant. Stakeholder outreach may be in-person, conducted virtually, or as virtual-hybrid meetings/workshops.

The Consultant shall consider ways to gather input from different populations and areas within the City. The Consultant should also consider the use of innovative interactive simulation tools for stakeholder engagement, such platforms include but not limited to:

- a. En-ROADS freely available policy simulation model (<https://www.climateinteractive.org/tools/en-roads/>)
- b. Google Environmental Insights Explorer (<https://insights.sustainability.google/>)
- c. Climate View (<https://www.climateview.global/>)

Stakeholder Groups

Sustainability Working Group: This group will provide feedback on current operational procedures influencing the City's GHG emissions reduction, the potential areas for improvement and opportunities to shape and implement climate policy within the City. Information from this group will be utilized to inform education and programs for outreach to the public.

This working group may include representatives from:

- Economic Development and Community Planning
- Parks & Recreation
- Finance Department
- Fire Department
- Public Works

External Stakeholders: The External Stakeholder group will contain members of the community, civic and advocacy group leaders, development and design professionals, environmental advocacy representatives, energy representatives, residents, and the business community. Subject matter areas for discussion with the external stakeholders should include, but are not limited to:

- Assessing the group's knowledge of and current attitude toward climate change and the role of equity in climate challenges and solutions
- Informing and gathering feedback from the groups on potential options for climate mitigation and adaptation
- Collecting information on the best methods of communicating the CAAP and its benefits to the community
- Presenting options on potential actions by the community to assist with equitable CAAP implementation
- Promoting desirable behavioral changes within the community

Deliverables:

1. Stakeholder Engagement Plan with timelines, milestones, and an evaluation matrix
2. Provide support materials and graphics appropriate to each meeting

3. Visualize equitable CAAP efforts using engaging digital media
4. Coordinate with City staff prior to each meeting to determine roles and approaches to meeting discussions

Task 3: Climate Change Community Assessment

Consultant will use science-based processes to link climate projections to specific and locally relevant climate change risks to the community. They will identify, categorize, and prioritize risks across all sectors of the community based on exposure (assessed using climate change projections), sensitivity, and adaptive capacity. The focus on equitable climate actions is expected to transcend all aspects of the CAAP beyond the deliverables asked for in this task alone.

Vulnerability Assessment

The City wants the CAAP to be equitable for everyone in Seaside. In order to accomplish this goal the Consultant shall perform a “vulnerability assessment” to determine specific sensitivities across population types, infrastructure types, services, and natural resources. The vulnerability assessment shall examine:

- Disadvantaged communities and potential negative effects on communities caused by external stresses on human health and safety
- Extreme weather-resilient development
- Infrastructure, including:
 - Transportation
 - Utilities/Energy
 - Water
 - Buildings and facilities
- Natural resources, including:
 - Environmental resources
 - Natural habitat
 - Recreation and open spaces.
- Socioeconomic resources, including:
 - Public health
 - Economy
 - Cultural resources
 - Social systems/human services

The Consultant will utilize the Monterey County Local Hazard Mitigation Plan:

Quantitative & Qualitative Assessment of Risks

Understanding potential risks due to climate change is critical to future planning efforts.

The Consultant will develop an assessment of quantitative and qualitative risks to the community developed within the context of providing equity to those in the community who are most vulnerable to changes in the environment, which assessment shall include:

- Local climate change projections using the latest models, from reputable sources (one of these two):
 - Scenario planning – creating climate storylines to help planners develop strategies that work across different possible future conditions
 - Bracketing – looking at 3-4 models that represent local projects of hotter, less hot, wetter, and drier extremes, as well as a middle ground
- Historic trends, future projects, and extreme events specific to the community.

Communication materials for laypeople that explain projections and analyses, how to use them, how to manage uncertainty, and what they mean at the local level.

Community Stakeholder Collaboration

All climate discussions in Seaside are to be framed in context of its relevance to our community. The Consultant will address and attempt to tie solutions to ongoing chronic community challenges, such as poverty, houselessness, unemployment, natural disasters, health issues, access to resources, or pollution in the planning process. The Consultant will develop this assessment using a highly collaborative and cross-sector process and will hold one or more workshops that engage local spokespersons and experts from all community sectors to identify and prioritize vulnerabilities, including:

- Built community systems (buildings, roads, water, energy, etc.)
- Social community systems (health, emergency response, vulnerable populations, etc.)
- Cultural community systems (native American tribes, minority or disadvantaged communities, etc.)
- Economic community systems (tourism, agriculture, technology, and other economic drivers)
- Natural community systems (aquatic, terrestrial ecosystems; endangered species)

Deliverables:

1. A climate vulnerability assessment
2. A clear quantitative and qualitative outline of risks posed by a changing climate
3. A plan to involve stakeholder input and collaboration throughout the development of the CAAP, emphasizing communities identified during the vulnerability assessment

Task 4: Inventory Analysis and Forecast

Measurement is critical to effective greenhouse gas (GHG) management. As the City of

Seaside moves toward a low-carbon city, it is imperative to keep track of GHG emissions. GHG inventories quantify the amount of GHGs an organization emits into the atmosphere and are critical to management. GHG inventories enable the City to identify emission sources and track changes over time. Information presented in the GHG inventory can help inform strategies and prioritize actions to reduce emissions, as well as provide benchmarks against which the success of these activities can be measured.

The Consultant shall provide the following forecast analyses in order to help the City better understand and manage GHG emissions:

Current GHG Inventory

The most recent GHG Inventories should be reviewed and incorporated. The Consultant should review existing Community and Municipal inventory data and update as necessary. The Consultant shall develop current inventory data to measure the City's progress in reducing GHG emissions against the baseline.

Business-as-Usual GHG Emission Forecast

The Consultant shall develop a set of business-as-usual (BAU) GHG emission forecasts for community and municipal government operations through 2050. This analysis should include different emission sources (e.g. like "wedges") consisting of but not limited to energy, transportation, land use, water, wastewater and solid waste organized into scopes as defined by protocols. Analyses should also include evaluation and impact summary of the state and federal policies and programs on GHG emission reductions and incorporate those into this task as appropriate.

Community and City Government operations GHG inventories should be developed using the methodology based upon:

- The Global Protocol for Community-Scale GHG Emissions (GPC), developed by the C40 Cities Climate Leadership Group and ICLEI Local Governments for Sustainability, in collaboration with World Bank, UNEP, UNHABITAT, and World Resources Institute
- The Local Government Operations Protocol (LGOP) developed by the California Air Resources Board, Climate Action Reserve, The Climate Registry and ICLEI Local Governments for Sustainability.

The Consultant may utilize another methodology if sufficient recommendations and justifications are provided to support doing so.

Deliverables:

1. Reconcile and update previous Municipal and Community GHG Inventories
2. Update emission forecast under business-as-usual models

Task 5: Development of GHG Reduction Targets & Proposed List of Mitigation and Adaptation Measures

Based on the findings from Tasks 3 and 4, the Consultant shall identify action items to reduce GHG emissions. These actions should be realistic but aspirational. The analysis should include results from the GHG inventories, projection, and reduction targets for all sectors of the community, including, but not limited to: energy, water, waste, transportation, and buildings. The analysis shall also take stakeholder input into account.

Goal Setting

The Consultant shall lead the City and stakeholders through the goal setting process for new GHG targets. They shall include information from:

- Results of the GHG inventories
- Climate Change Community Assessment
- Vulnerability Assessment
- Stakeholder input

Goal setting to identify GHG emissions reduction targets shall align with statewide goals set by California SB-32 and Executive Order B-55-18, SB100, SB 1383, and other legislation as appropriate. Goals of the Paris Climate Agreement and City of Seaside commitments such as the Race to Zero shall also be included to inform the development of reduction targets.

CAAP Strategy Selection

Based on the findings of Tasks 3 and 4, the Consultant will work with City departments and the community to develop a draft matrix of sector-based emission mitigation and climate adaptation strategies for community and municipal operations to meet the goals set forth in this section. Measures must be broken down by the following:

- Mitigation
- Adaptation
- Resilience

The development of strategies shall include, but not be limited to, application to the following resource and service areas: transportation, land use, energy use, water reduction, water use, waste, carbon sequestration, include current and emerging climate threats and community behavior characteristics.

In working with various City Departments that are already in the process of implementing GHG emissions reductions strategies, the Consultant shall utilize

innovative interactive simulation tools, referred to in Task 2, to identify the most cost efficient and feasible set of strategies for reaching the carbon neutrality targets, and other goals, under different investments and assumptions. The CAAP strategies should be populated with BAU and other emissions scenarios to support strategy selection, generate graphics that effectively depict various metrics, including net present value of various strategy sets. The CAAP strategies should include a User Guide and be provided to the City for ongoing scenario-assessment.

The CAAP strategies shall include clear key performance indicators (KPIs) to illustrate how each community sector can meet the City's GHG reduction goals for overall carbon neutrality. The Consultant is expected to develop a prioritization matrix for all the selected mitigation and adaptation actions. The prioritization matrix shall include GHG reduction potentials, cost per metric tonne of carbon dioxide equivalent avoided or reduced, return on investment, co-benefits, timelines, equity impacts and other considerations, responsible parties for implementation.

The guiding principles and co-benefits should help guide the proposed goals, strategies, and actions in the CAAP. Reduction targets, strategies and measures should be clearly stated and easily tracked. The Consultant shall specify quantified projected emissions reductions, cost, and co-benefits for the proposed actions and strategies.

Deliverables:

1. Draft strategy climate mitigation and adaptation matrix and evaluation criteria
2. Review mitigation and adaptation strategies with internal and external stakeholders including City Departments and City Council

Task 6: Develop Implementation Plan

The Consultant shall prepare a detailed Municipal and Community Implementation Plan (MCIP) through which the CAAP goals and objectives may be put into practice.

The MCIP should include near-term, and long-term mitigation actions, and adaptation strategies including the identification of external agencies, internal City departments and departmental divisions responsible for regulating, overseeing and implementing CAAP action steps, and as a practical matter should identify required staff and staff time necessary to implement these actions.

Consultant shall work with City staff to identify and map any MCIP strengths and weaknesses with respect to implementation and funding, as well as structural and policy barriers to implementing the MCIP and achieving its goals.

Deliverables:

1. Develop an Implementation Plan that includes GHG reductions and climate adaption strategies

Task 7: Develop Draft and Final Climate Action and Adaptation Plan (CAAP)**CAAP Document**

The Consultant shall complete preparation of the Draft CAAP, the Final CAAP and all the processes and activities up to and including presentation of the CAAP to City Boards and Commissions and to the City Council for final adoption. The Consultant shall develop a draft CAAP that incorporates the activities and deliverables identified in Tasks 1-6.

The Consultant is responsible for the design of the CAAP, and will provide a draft CAAP for City review upon completion. Following required consultation and draft CAAP review with stakeholders and the City, the Consultant shall incorporate all relevant feedback and prepare a Final CAAP for presentation to the City's recommending and decision making bodies.

Engaging Digital Platform

To the greatest extent feasible, the final CAAP shall be made available to the public on digital platforms, and must be graphically appealing, supported with a dashboard and website, and shall be accessible to all interested readers.

Deliverables:

1. Draft version of a CAAP
2. Presentation of Draft CAAP and final CAAP to City Council and relevant Commissions
3. Final CAAP presented as a PDF.

Task 8: CEQA Compliance

The CAAP must comply with the California Environmental Quality Act (CEQA) and any other applicable laws and regulations, including the National Environmental Protection Act (NEPA). In consultation with the City, the Consultant shall prepare, or arrange for the preparation of all appropriate environmental documents, including drafts and final documents, and all required noticing, publication, and circulation of the environmental document for the CAAP. The selected consultant will complete the CEQA review, following the guidelines established by the California Governor's Office of Planning and Research (OPR), Section 15183.5(b), "Plans for the reduction of Greenhouse Gas Emissions" requirements. For more information visit the OPR CEQA and Climate Change webpage (<http://www.opr.ca.gov/ceqa/climate-change.html>). The CAAP must

complete CEQA review, following OPR's guidelines, so that it can be used for future project streamlining.

Deliverables:

1. If necessary, prepare a CEQA/NEPA compliant environmental review of a qualified CAAP for the City's review and approval/certification. The environmental document shall include all supporting studies and shall comply with all required noticing, publication, and public review processes.

II.E. City Project Team

The City project team will consist of members of various City Departments, including the Public Works, Fire, Economic Development and Community Planning, and other Departments.

III. Technical Proposal Format

*Please note that brevity is appreciated in the submittal of responses. Responses to this RFP should not exceed 25 pages in length. **Please note that all proposals will become public record after the City approves a contract with the selected consultant.** Do not submit confidential information in your Proposal. Please contact Andrew Myrick to discuss the submission of confidential or propriety information.*

III.A. Vendor Background and Company Qualifications

Proposers shall describe their organization size, structure, project history, and work strategy and philosophy. Proposers should focus their proposals on demonstrating their ability to be the right partner on this project, identify any subcontractors, and explain how use of subcontractor(s) would improve the Proposer's ability to fulfill the mission of this Project.

Responsive submittals should provide evidence that specifically demonstrates the Proposer currently has the following:

- Solid experience (in years) in preparing and implementing sustainability and climate action surveys, outreach, and CAAPs (how many) to California municipalities (identify the Cities and provide contact information).
- Specific knowledge of climate change indicators for California.
- Outstanding written and oral communication skills.
- Specific experience implementing outreach strategies for "climate-ready" community engagement.
- Solid record of submitting project deliverables for previous climate action plans in a timely manner.
- Ability to immediately commence work on this Project with the full complement of dedicated staff the Proposer represents will be available to work on this Project

for its complete duration.

- Ability to comply with the insurance requirements of and the terms and provisions of the City's Professional Services Agreement/Contract.

III.B. Introduction and Executive Summary

On the cover page or first page of your proposal, the following information must be provided:

- contact information, including name, title, address, email and phone number.
- a brief introduction highlighting why you are qualified and would be a good partner for the City of Seaside.

III.C. Response to Scope of Work

Please describe your understanding of the scope of work, and how your team proposes to meet Seaside's needs. This section is a critical component of the proposal and should include a detailed description of your proposed work plan, project schedule, and team organization. Minimum required contents of submittal:

1. Introduction & Summary of Proposer's Project objectives, scope, & tasks
2. Description of Proposer's Project approach and proposed Climate Action & Adaptation Plan with listed anticipated deliverables
3. Identification of Key Personnel Involved & Distribution of Work
4. Organizational Chart
5. Project Timeline
6. Example References of Past Climate Action or Sustainability Plans
7. Payment Schedule & Breakdown of Budget-based Tasks

A desirable candidate must provide all services and requirements described herein, and designate an employee to act as a key liaison for approval by the City for the duration of this project.

Statement of Insurance Compliance

Proposers shall state in their Proposals their willingness and ability to provide the required insurance coverage and Accord insurance form. Insurance requirements are listed in the Sample Contract (Section VII Insurance Requirements in their entirety are required to be submitted prior to the execution of Contract.)

Minimum Requirement(s)

In addition to demonstrating that it meets the minimum requirements, Proposers shall affirm that it meets the minimum requirements by including the following statement: "I certify that I meet the minimum requirements of this RFP." Proposals may be deemed non-responsive if these minimum requirement(s) are not met. The minimum

requirements are defined in Section II Scope of Work and Oversight (entire section).

Key Personnel

Proposer shall provide the names, resumes, and a statement of qualifications of key personnel who are expected to be assigned to this project and shall identify their specific responsibilities and qualifications, proposed service, as well as highlight any other issues Proposers deems appropriate.

References

Proposer shall provide a minimum of three (3) references from different clients for engagements performed in the last five (5) years where the services provided were the same or similar in nature to the services requested herein. Proposer's Reference Information should include:

- Client's name, contact person, contact person's responsibility and relationship to the project, address and telephone number
- A description of the type and extent of the services provided by the Proposer to the client
- Names of key personnel on Proposer's team that participated in named
- Projects and their specific responsibilities
- Completion dates (estimated, if not yet completed)
- Total fees received (or projected)
- Total costs of completed Project

Sub Consultants List

Proposer shall submit a complete list of all sub consultants they intend to utilize in the provision of services requested in this solicitation.

Price Proposal

Proposer shall submit an hourly rate schedule if applicable. In addition, the Proposer shall submit an estimated annual cost of each of the tasks noted above.

III.D. Evaluation

In the review and evaluation period of proposals, the City will select a specific consultant or a group of consultants based on a comparison of skillsets and desired qualities. The scope of the project may be divided between multiple consultants or through partnerships with other vendors to collaborate and complete the CAAP.

The City has the right to issue separate contracts dependent upon proposer qualifications, and competency to complete different portions of the scope of work.

Criteria	Maximum Points
Experience in sustainability-related projects or plans, general plan development, climate action plan development, carbon neutrality, community engagement	30
Understanding of the project's scope through the proposed work plans, and adherence to schedule	20
Qualifications of project team	20
Value & cost efficiency of the plan	20
Flexibility, creativity, innovation	10
Total Points	100

III.E. Packaging

Completed proposals shall be submitted electronically via email. Proposer's name and address shall appear on all email submissions. All emails subject line should read "City of Seaside Climate Action & Adaptation Plan Proposal"

III.F. Timing

The table below shows the preliminary RFP Schedule. Dates are subject to change. Any changes will be posted in an addendum that can be found on the City's RFP website.

Action	Date
RFP release	September 29, 2023
Consolidated Q&A posted	October 18, 2023
Deadline for proposals	October 30, 2023
Consultant team interviews	November 13-17, 2023
Contractor selected	December 7, 2023

III.G. Submittal

Proposers shall also submit email copies of the Original Proposal in in a PDF or Word format. Together all the described materials are referred to as the "Submittal Package."

**Andrew Myrick, Economic Development
and Community Planning Manager,**

City of Seaside,

440 Harcourt Ave.,

Seaside, CA 93955

amyrick@ci.seaside.ca.us

Proposals are due no later than 12:00 pm Pacific Standard Time, October 30, 2023. Proposals received after the deadline will not be considered.

City will not be responsible for submittals that are late, lost, misdirected, or sent to an email address other than the address provided above.

Validity of Proposal

Responses to this RFP shall be valid for a minimum of twelve (12) months. Submissions not valid for at least twelve (12) months will be considered nonresponsive. The Proposal shall expressly state the length of time for which the submitted Proposal shall remain valid.

IV. RFP Distribution

A prospective Consultant may receive this RFP by mail, e-mail, or online by contacting:

**Andrew Myrick, Economic Development
and Community Planning Manager,**

City of Seaside,

440 Harcourt Ave.,

Seaside, CA 93955

831-899-6830

Amyrick@ci.seaside.ca.us

Distribution of the RFP in no way represents the City's acceptance of a Consultant's

qualifications, reputation, or ability to perform the Services.

RESOLUTION 17-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

RECOGNIZING CLIMATE CHANGE SCIENCE AND SEASIDE'S COMMITMENT TO CLIMATE CHANGE ACTION AND COMMITTS TO THE SERIES OF PRINCIPALS OF THE U.S. CONFERENCE OF MAYORS CLIMATE PROTECTION AGREEMENT

WHEREAS, multiple studies published in peer-reviewed scientific journals show that 97 percent or more of actively publishing climate scientists agree: Climate-warming trends over the past century are extremely likely due to human activities' and

WHEREAS, International Science Academies including the United States National Academy of Science, the Russian Academy of Science, the Chinese Academy of Sciences, the Royal Society of the United Kingdom, the Science Council of Japan and the Indian National Science Academy, among others, have jointly concluded *"there is now strong evidence that significant global warming is occurring. The evidence comes from direct measurements of rising surface air temperatures and subsurface ocean temperatures and from phenomena such as increases in average global sea levels, retreating glaciers, and changes to many physical and biological systems. It is likely that most of the warming in recent decades can be attributed to human activities": and*

WHEREAS, the Paris Agreement adopted by the United Nations Framework Convention on Climate Change specifically identifies the importance of local governments in the role of environmental protection; and

WHEREAS, research from The United States Conference of Mayors states that cities comprise 91% of the United States' Gross Domestic Product, placing cities at the center of jointly pursuing environmental stewardship and economic growth; and

WHEREAS, cities are already having to invest billions of dollars annually in infrastructure and support services to deal with climate change's impacts of heat waves, droughts, and torrential rain events; and

WHEREAS, a 2015 report from the U.S. Environmental Protection Agency showed that aggressively combatting climate change would result in 12,000 fewer deaths in major U.S. cities due to extreme heat; up to \$2.8 billion in avoided flooding costs; and \$6.4 billion in avoided urban drainage costs by 2100; and

WHEREAS, it is increasingly important for cities to commit to doing their part on climate action via aggressive policies and programs that reduce our environmental footprint while promoting a 21st century economy,

NOW, THEREFORE, BE IT RESOLVED, that the City of Seaside recognizes the overwhelming body of scientific research which finds climate change to be real, and caused by human activities.

BE IT FURTHER RESOLVED, that the City of Seaside herein commits itself to a series of principles embedded in the U.S. Conference of Mayors Climate Protection Agreement, including:

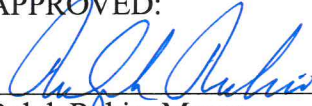
1. Inventory global warming emissions in City operations and in the community, set reduction targets and create an action plan;

2. Adopt and enforce land-use policies that reduce sprawl, preserve open space, and create compact, walkable urban communities;
3. Promote transportation options such as bicycle trails, commute trip reduction programs, incentives for car-pooling and public transit;
4. Increase the use of clean, alternative energy;
5. Make energy efficiency a priority through building code improvements, retrofitting city facilities with energy efficient lighting and urging employees to conserve energy and save money;
6. Purchase only Energy Star equipment and appliances for City use;
7. Practice and promote sustainable building practices using the U.S. Green Building Council's LEED program or a similar system;
8. Increase the average fuel efficiency of municipal fleet vehicles;
9. Evaluate opportunities to increase pump efficiency in water systems;
10. Increase recycling rates in City operations and in the community;
11. Maintain healthy urban forests; promote tree planting to increase shading and to absorb CO₂; and
12. Help educate the public, schools, other jurisdictions, professional associations, business and industry about reducing global warming pollution.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 6th day of July 2017 by the following vote:

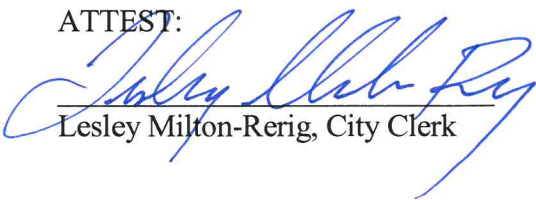
AYES:	5	COUNCIL MEMBERS:	Alexander, Campbell, Jones, Pacheco, Rubio
NOES:	0	COUNCIL MEMBERS:	None
ABSENT:	0	COUNCIL MEMBERS:	None
ABSTAIN:	0	COUNCIL MEMBERS:	None

APPROVED:



Ralph Rubio, Mayor

ATTEST:



Lesley Milton-Rerig, City Clerk

City of Seaside

2020 Community-Wide Greenhouse Gas Inventory Report



CITY OF SEASIDE 2020 COMMUNITY-WIDE GREENHOUSE GAS (GHG) INVENTORY

PREPARED FOR:

The City of Seaside
440 Harcourt Avenue, Seaside, CA 93955
Phone: 831.899.6700

PREPARED BY:

The Association of Monterey Bay Area Governments
24580 Silver Cloud Court, Monterey, CA 93940
Phone: 831.883.3750
Fax: 831.883.3755

FUNDED BY:

Central Coast Community Energy

JULY 2022



Executive Summary

The City of Seaside's 2020 Community-wide GHG Inventory totals 163,924 metric tons of carbon dioxide-equivalent (CO₂e). This represents a 23 percent reduction from the 2005 Baseline Community-wide GHG Inventory. This decrease is the result of emission reductions across three sectors primarily. It is important to note that while analysis of GHG inventory data can identify the amount of change this type of analysis does not specifically identify the factors that contribute to the changes and their level of contribution. Certain general factors that are able to be identified are noted below, but it should be understood that these are only general contributing factors and not the sole factors responsible for the total GHG changes. The COVID 19 pandemic also had wide ranging impacts on energy consumption and transportation patterns which may have significantly impacted 2020 emissions. Figure 1 shows the 2005 to 2020 GHG emissions by sector.

In the residential sector, emission reductions of 36 percent occurred from 2005 to 2020. This can be attributed, in part, to the specific composition of electricity delivered by Pacific Gas & Electric Company (PG&E) and Central Coast Community Energy (3CE) to include both more renewable energy and energy generated from large hydro operations in their energy mix during this time period. The transportation sector emissions decreased by 51 percent from 2005 to 2020. During this period there was a decrease in Vehicle Miles Travelled (VMT) and an increase in fuel efficiency. In the solid waste sector, an increase in the actual tonnage of waste sent to landfills caused a 3 percent increase in emissions. In the commercial and industrial sector there was a 51 percent reduction in emissions from 2005 to 2020. This can be attributed, in part, to decreases in electricity and natural gas usage, as well as decreases in the GHG intensity of electricity.

Figure 1:

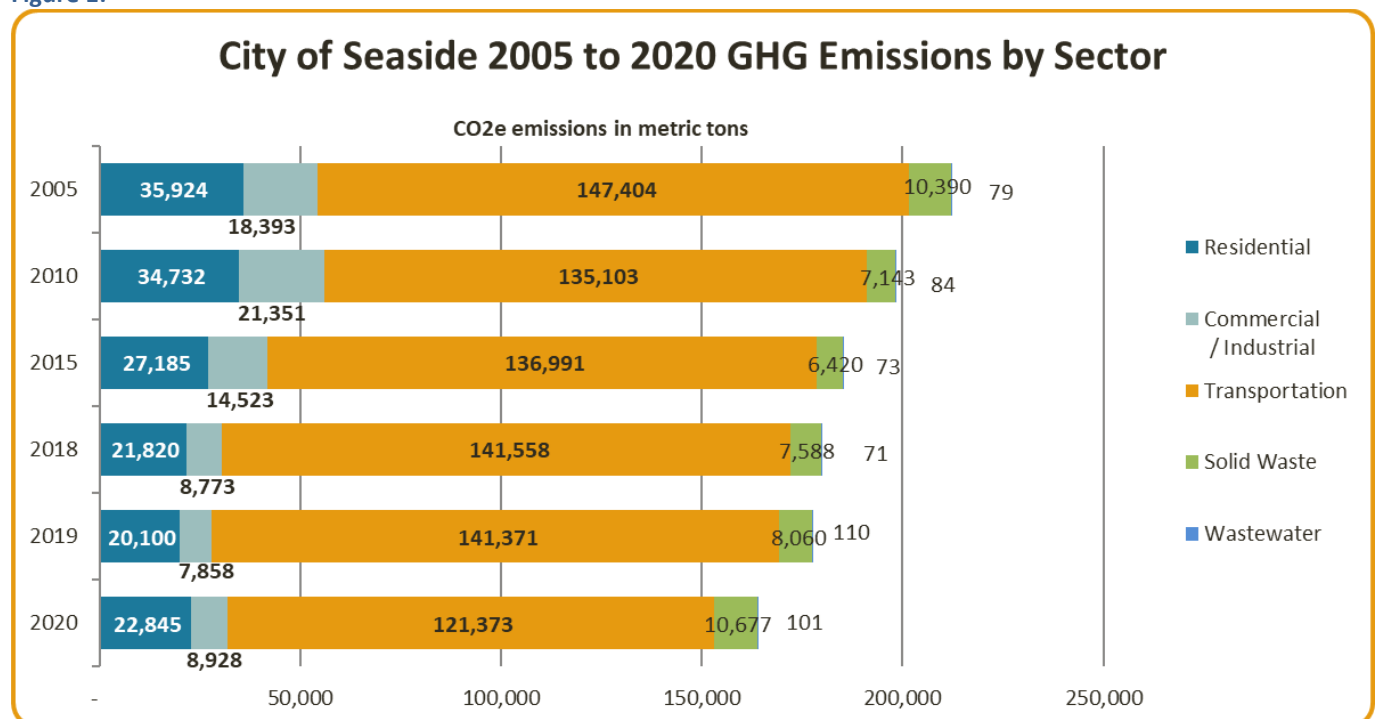


Table 1 summarizes the results of the 2005 Baseline Community-wide GHG Inventory, 2010 Community-wide GHG Inventory, 2015 Community-wide GHG Inventory, 2018 Community-wide GHG Inventory, 2019 Community-wide GHG Inventory, and 2020 Community-wide GHG Inventory, broken out by sectors. The percentage change from the 2005 inventory to the 2020 inventory is a reduction of 23 percent.

Table 1:

Community CO2e Emissions by Sector	Residential	Commercial / Industrial	Transportation	Solid Waste	Wastewater	Total
2005	35,924	18,393	147,404	10,390	79	212,190
2010	34,732	21,351	135,103	7,143	84	198,413
2015	27,185	14,523	136,991	6,420	73	185,192
2018	21,820	8,773	141,558	7,588	71	179,810
2019	20,100	7,858	141,371	8,060	110	177,499
2020	22,845	8,928	121,373	10,677	101	163,924
% change 2005-2020	-36%	-51%	-18%	3%	28%	-23%

2020 Community-wide GHG Inventory Report

Introduction

A community-wide GHG emissions inventory is an accounting of the GHG emissions that occur as the result of a community's activities in a given year. GHG inventories can be used to determine the largest sources of GHG emissions from within a community, to set GHG emission reduction targets and to better understand how GHG emissions evolve across inventory years. The City of Seaside completed its 2005 Baseline Community-wide GHG Inventory as part of an Association of Monterey Bay Area Governments (AMBAG) regional effort to develop the 2005 baseline GHG inventory reports for all of the AMBAG jurisdictions. Subsequently, the 2010 and 2015 GHG inventories for all AMBAG jurisdictions were also completed by AMBAG. Central Coast Community Energy (3CE) is now providing funding for AMBAG to complete three yearly Community-wide GHG inventories for all 3CE member jurisdictions. The 2018 inventory was completed in 2020, the 2019 inventory was completed in 2021 and the 2020 inventory is now being completed.

The Seaside 2005 Baseline, 2010, 2015, 2018, 2019, and 2020 Community Wide GHG inventories have been completed by following the *US Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions* as per the California Air Resources Board (CARB) 2017 Scoping Plan. The ICLEI ClearPath tool suite was used to perform the emissions calculations for all inventories in accordance with guidance from the Governor's office of planning and research. Appendix A details the methodology used in this 2020 Community-wide GHG Inventory. A discussion of methodologies not included in this inventory but that are deemed of importance is included in Appendix B.

California's Climate Change mandates

The State of California has adopted bold goals to reduce GHG emissions and address climate change. In order to meet these goals, the state supports local action on climate change by providing guidance for local jurisdictions to develop GHG emissions inventories and climate action plans. Local jurisdictions are required in many instances, and incentivized in others, to address greenhouse gas emissions under the California Environmental Quality Act (CEQA), AB 32 (California Global Warming Solutions Act of 2006), SB 375 (Sustainable Communities and Climate Protection Act of 2008), SB 32 (California Global Warming Solutions Act of 2006: emissions limit, 2016) and various California Executive orders, regulations, and programs.

As part of the effort to address climate Change the California Legislature has laid out clear GHG emissions reduction targets. AB 32 established a target of reducing GHG emissions back to 1990 levels by 2020, which corresponds to a 15% reduction from 2005 level. SB 32 set a GHG emissions reduction target of 40 percent below 1990 levels by 2030. Finally, Executive Order B-55-18, issued in 2018 by Jerry Brown, established a goal of reaching carbon neutrality by 2045 and maintaining negative emissions in subsequent years.

2020 Community-wide GHG Emissions by Sector

Many local governments find a sector-based analysis most relevant to policymaking and project management, as it assists in formulating sector-specific reduction measures and climate action plan components. This inventory evaluates community emissions from the following sectors:

- Residential
- Commercial and Industrial
- Transportation
- Solid Waste
- Wastewater

The community of Seaside emitted 163,924 metric tons of CO₂e in 2020. As visible in Figure 2 and Table 2, 74 percent of emissions are from the transportation sector, and were generated by on-road vehicle fuel consumption. Emissions from electricity and natural gas usage in the residential sector generated 13.9 percent of emissions, while energy consumption in the commercial sector generated 5.4 percent of emissions. The disposal of waste generated by Seaside residents and businesses caused 6.5 percent of total emissions. The remaining 0.1 percent of emissions was generated from wastewater treatment.

Figure 2:

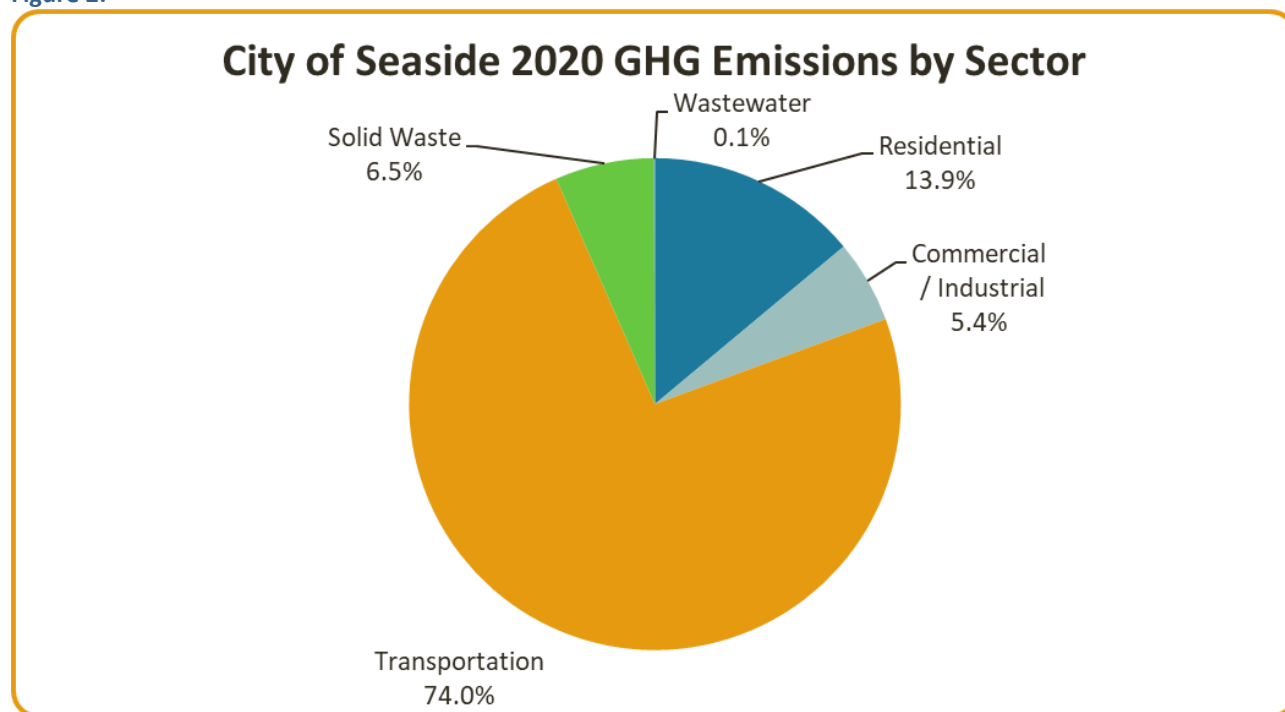


Table 2:

2020 Community Emissions by Sector	Residential	Commercial / Industrial	Transportation	Solid Waste	Wastewater	Total
CO ₂ e (metric tons)	22,845	8,928	121,373	10,677	101	163,924
% of Total CO ₂ e	13.9%	5.9%	74%	6.5%	0.1%	100%

Built Environment: Residential, Commercial and Industrial Sector

The City of Seaside's built environment generated 19.3 percent of community-wide GHG emissions in 2020 or 31,773 metric tons of CO₂e. Emissions were calculated using 2020 electricity and natural gas consumption data provided by PG&E and 3CE.

The residential sector accounted for 22,845 metric tons of CO₂e and only includes emissions arising from the consumption of energy in residential buildings. The combined commercial and industrial sectors accounted for 8,928 metric tons of CO₂e and include emissions arising from the consumption of energy in both commercial and industrial buildings. PG&E was not able to provide a breakdown between commercial and industrial energy usage due to the California Public Utilities Commission's (CPUC) 15/15 rule¹.

Figure 3 and Table 3 show the breakdown of natural gas to electricity emissions in Seaside's built environment. The residential sector natural gas usage comprised 64 percent of emissions while the commercial and industrial sector natural gas comprised 20 percent of emissions.

Figure 3:

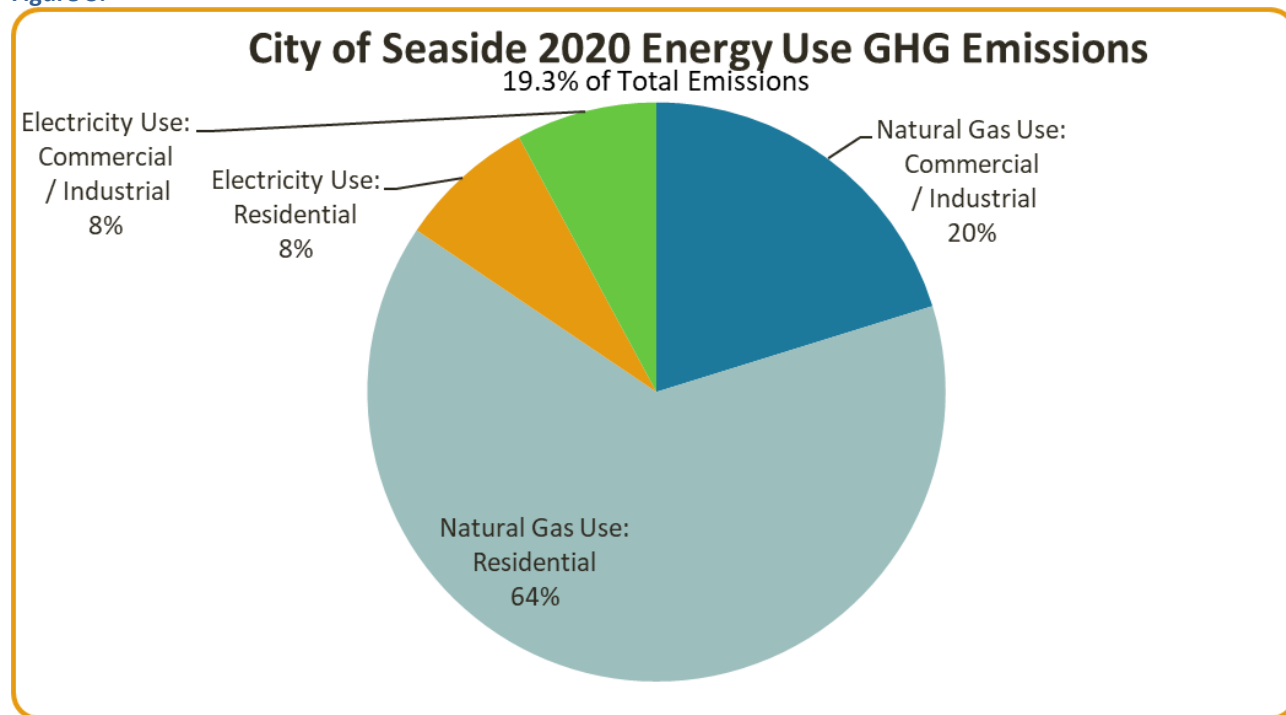


Table 3:

Natural Gas Use Emissions (CO ₂ e):		Electricity Use: Emissions (CO ₂ e):	
Commercial/Industrial	Residential	Commercial/Industrial	Residential
6,421	20,406	2,507	2,439

¹ The 15/15 Rule was adopted by the CPUC in the Direct Access Proceeding (CPUC Decision 97-10-031) to protect customer confidentiality. If the number of customers in the compiled data is below 15, or if a single customer's load is more than 15 percent of the total data, categories must be combined before the information is released.

Transportation Sector

As mentioned previously, The City of Seaside's transportation sector generated 74 percent of community-wide GHG emissions in 2020, or 121,373 metric tons of CO₂e. The transportation sector analysis includes emissions from vehicle use throughout Monterey County, with a portion of vehicle use attributed to each jurisdiction on a household basis. Emissions from air travel of Seaside's residents were not included in the transportation sector analysis.

Solid Waste Sector

As mentioned previously, the solid waste sector accounted for 6.5 percent of community-wide GHG emissions in 2020 or 10,677 metric tons of CO₂e. Emissions from the solid waste sector are an estimate of methane generation from the anaerobic decomposition of organic wastes (such as paper, food scraps, plant debris, wood, etc.) that are deposited in a landfill. Transportation emissions generated from the collection, transfer and disposal of solid waste are included in transportation sector GHG emissions.

Wastewater Sector

As mentioned previously, the wastewater sector accounted for 0.1 percent of community-wide GHG emissions in 2020 or 101 metric tons of CO₂e. This sector accounts for the operation of wastewater treatment facilities used to treat Seaside's wastewater. Emissions from the treatment of wastewater through septic tank systems are not included in this inventory.

Conclusion

The City of Seaside has taken steps toward reducing its impact on the environment by quantifying its 2005 baseline community-wide GHG emissions and regularly updating the inventory in 2010, 2015, 2018, 2019, and 2020. The City of Seaside has met the 2020 AB 32 GHG emissions reduction targets. This inventory will now allow the city to look ahead and chart a path towards meeting the SB 32 2030 GHG emissions reduction target as well as the 2045 carbon neutrality goal.

Using a comprehensive approach to calculate community-wide greenhouse gas emissions, this inventory can provide an important tool for the City of Seaside to create a Climate Action Plan. Specifically, this inventory serves to:

- Identify the largest sources of communitywide emissions.
- Identify remaining GHG inventorying needs
- Track changes to community emissions over time.
- Establish a guideline for setting future emissions reductions targets.
- Evaluate progress towards emission reduction goals.
- Support the development, implementation and evaluation of strategies to reduce emissions

Appendix A: Inventory Methodology by Sector

This appendix, describes in detail the data sources and processes used to calculate emissions in this community-wide GHG inventory.

Overview of Inventory Contents and Approach

The community inventory describes emissions of the major greenhouse gases from the residential, commercial and industrial, transportation, solid waste, and wastewater sectors. Emissions are calculated by multiplying activity data—such as kilowatt hours or VMT —by emissions factors, which provide the quantity of emissions per unit of activity. Activity data is typically available from electric and gas utilities, planning and transportation agencies, and air quality regulatory agencies. Emissions factors are drawn from a variety of sources, including PG&E, the Community protocol, and air quality models produced by CARB.

Built Environment Methodology: Residential, Commercial and Industrial Sectors

Data on electricity and natural gas sold by PG&E to customers as well as data on electricity sold by 3CE to customers was provided by PG&E and 3CE. In some instances most recent natural gas and electricity usage in certain customer categories were not provided by PG&E due to data privacy concerns. In these situations AMBAG assumed that electricity and natural gas usage in the city had the same rate of change as the entire county. The county-wide electricity and natural gas use rates of change were then used in combination with older city usage data in order to estimate current electricity and natural gas usage.

Electricity emissions were calculated in ICLEI's ClearPath software using PG&E-specific emissions factors provided by PG&E as well as 3CE specific emissions factors provided by 3CE. Both PG&E and 3CE uses the Power Content Label (PCL) methodology to create the emissions factors for their electricity. All natural gas emissions were calculated in ClearPath with default emissions factors from the community protocol.

Transportation Sector Methodology

On-road transportation emissions were derived from the Emission FACTor (EMFAC) model developed by CARB. EMFAC 2021 is the tool used by CARB to conduct emissions inventories of on road mobile sources in California. For purposes of this inventory, AMBAG Sustainability Program staff ran the model for Monterey County leaving all default values in place. Staff then used household data from the California Department of Finance to portion out the County-wide VMT and associated CO₂, CH₄ and N₂O emissions to each jurisdiction within the county. The VMT, CO₂, CH₄ and N₂O emissions attributed to the City of Seaside were then entered into Clearpath in order to calculate the total CO₂e emissions.

Solid Waste Sector Methodology

Emissions from solid waste were captured by estimating future emissions from decomposition of waste generated in the inventory year (“community-generated solid waste”). Community-generated solid waste emissions were calculated in ClearPath using waste disposal data obtained from the California Department of Resources Recycling and Recovery (CalRecycle) Disposal Reporting System, which records tonnages of municipal solid waste and alternative daily cover by local jurisdiction.

As some types of waste (e.g., paper, plant debris, food scraps, etc.) generate methane within the anaerobic environment of a landfill and others do not (e.g., metal, glass, etc.), it is important to characterize the various components of the waste stream. Waste characterization for community-generated solid waste was estimated using the CalRecycle 2003, 2008 and 2014 California statewide waste characterization study.² Most landfills capture methane emissions either for energy generation or for flaring. The EPA estimates that 60 percent to 80 percent³ of total methane emissions are recovered at the landfills to which the City of Seaside sends its waste. Following the recommendation of the community protocol, AMBAG adopted a 75 percent methane recovery factor and a 10% oxidation rate.

Recycling and composting programs are reflected in the emissions calculations as reduced total tonnage of waste going to the landfills. The model, however, does not capture the associated emissions reductions in “upstream” energy use from recycling as part of the inventory.⁴ This is in-line with the “end-user” or “tailpipe” approach taken throughout the development of this inventory. It is important to note that recycling and composting programs can have a significant impact on greenhouse gas emissions when a full lifecycle approach is taken. Manufacturing products with recycled materials avoids emissions from the energy that would have been used during extraction, transportation and processing of virgin material.

Wastewater Sector Methodology

Wastewater coming from homes and businesses is rich in organic matter and has a high concentration of nitrogen and carbon (along with other organic elements). As wastewater is collected, treated, and discharged, chemical processes can lead to the creation and emission of two greenhouse gases: methane and nitrous oxide. Emissions from wastewater treatment were calculated by first assessing the treatment steps used to transform Seaside’s wastewater. Staff then used the ClearPath tool and a population-based method to estimate treatment process emissions, in accordance with the methodology delineated in the US Community protocol.

² CalRecycle Waste Characterization Studies available at <https://www2.calrecycle.ca.gov/WasteCharacterization/Study>

³ AP 42, section 2.4 Municipal Solid Waste, 2.4-6, <http://www.epa.gov/ttn/chief/ap42/index.html>

⁴ “Upstream” emissions include emissions that may not occur in your jurisdiction resulting from manufacturing or harvesting virgin materials and transportation of them.

Appendix A: Inventory Methodology by Sector

This appendix, describes in detail the data sources and processes used to calculate emissions in this community-wide GHG inventory.

Overview of Inventory Contents and Approach

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Emissions from solid waste were captured by estimating future emissions from decomposition of waste generated in the inventory year (“community-generated solid waste”). Community-generated solid waste emissions were calculated in ClearPath using waste disposal data obtained from the California Department of Resources Recycling and Recovery (CalRecycle) Disposal Reporting System, which records tonnages of municipal solid waste and alternative daily cover by local jurisdiction.

As some types of waste (e.g., paper, plant debris, food scraps, etc.) generate methane within the anaerobic environment of a landfill and others do not (e.g., metal, glass, etc.), it is important to characterize the various components of the waste stream. Waste characterization for community-generated solid waste was estimated using the CalRecycle 2003, 2008 and 2014 California statewide waste characterization study.⁵ Most landfills capture methane emissions either for energy generation or for flaring. The EPA estimates that 60 percent to 80 percent⁶ of total methane emissions are recovered at the landfills to which the City of Monterey sends its waste. Following the recommendation of the community protocol, AMBAG adopted a 75 percent methane recovery factor and a 10% oxidation rate.

Recycling and composting programs are reflected in the emissions calculations as reduced total tonnage of waste going to the landfills. The model, however, does not capture the associated emissions reductions in “upstream” energy use from recycling as part of the inventory.⁷ This is in-line with the “end-user” or “tailpipe” approach taken throughout the development of this inventory. It is important to note that recycling and composting programs can have a significant impact on greenhouse gas emissions when a full lifecycle approach is taken. Manufacturing products with recycled materials avoids emissions from the energy that would have been used during extraction, transportation and processing of virgin material.

Wastewater Sector Methodology

Wastewater coming from homes and businesses is rich in organic matter and has a high concentration of nitrogen and carbon (along with other organic elements). As wastewater is collected, treated, and discharged, chemical processes can lead to the creation and emission of two greenhouse gases: methane and nitrous oxide. Emissions from wastewater treatment were calculated by first assessing the treatment steps used to transform Monterey’s wastewater. Staff then used the ClearPath tool and a population-based method to estimate treatment process emissions, in accordance with the methodology delineated in the US Community protocol.

⁵ CalRecycle Waste Characterization Studies available at <https://www2.calrecycle.ca.gov/WasteCharacterization/Study>

⁶ AP 42, section 2.4 Municipal Solid Waste, 2.4-6, <http://www.epa.gov/ttn/chief/ap42/index.html>

⁷ “Upstream” emissions include emissions that may not occur in your jurisdiction resulting from manufacturing or harvesting virgin materials and transportation of them.

Appendix B: Additional Methodology Considerations

This Appendix describes methodologies and emissions sources which were not included in this inventory due to their emerging nature or due to a lack of consistent data sources. Some emissions were also not included because they are not required by the US community protocol and are not available for all jurisdictions or across all inventory years. This is because AMBAG staff prepares Community-wide GHG inventories for most of the jurisdictions on the central coast and seeks to use the same data sources and methodologies across all jurisdictions in order to enable an “apples to apples” comparison. Therefore when certain data sources could be used to calculate emissions for certain jurisdictions, and in some inventory years, but not others AMBAG seeks to maintain comparability across inventories.

While the methodologies highlighted in this appendix are not included in the inventory they should be of note to jurisdictions considering using this GHG inventory in the context of climate action planning since they offer insight into the different ways to conceptualize and calculate Community-wide GHG emissions. Further, the methodologies highlighted in this appendix could be included in future inventories prepared by AMBAG, and jurisdictions may choose to include these emissions when calculating and forecasting GHG emissions for the purpose of creating a climate action plan.

Global Warming Potential Values

Global Warming Potential (GWP) values are conversion factors assigned to each greenhouse gas in order to express the result of an inventory with a single Carbon Dioxide Equivalent (CO₂e) value. Under this GWP framework CO₂ is assigned a GWP of 1 while all other gases are assigned a value based on their comparative potency over a specific time period. This inventory uses the 100 years global warming potential values from the International Panel on Climate Change’s 5th assessment report (AR5). In future inventories other GWP values could be used which could significantly modify the importance of different sectors. For example the IPCC has published 20 year GWP values as part of the AR5; using these values as opposed to the 100 year values would result in methane being considered a much more potent greenhouse gas and increase the importance of solid waste emissions. Another consideration is that the IPCC will continue to release assessment reports and that future inventories will most likely be updated with future GWP values. The latest GWP values were released in August 2021 as part of the IPCCs AR6 report. These new values reflect a higher impact for nitrous oxide, and a slight decrease in the impact of non-fossil methane.

Built Environment Emerging Methodologies: Residential, Commercial and Industrial Sectors

Electricity emissions factor methodology

Community wide GHG inventories rely on electricity emissions factors provided by Load Serving Entities (LSE) to calculate emissions from electricity use. Most climate action plans then make the assumption that under the mandates of SB 100 electricity will be significantly less carbon intensive in 2030 and carbon free by 2045. However depending on which emissions factor methodology is used these assumptions may prove to be less than accurate. For example an electricity mix meeting the requirements of SB 100, and procuring 100% of retail sales from qualified renewable and carbon free sources would be carbon neutral under one methodology but could still have significant emissions under other methodologies.

AMBAG has identified three electricity emissions factor methodologies which LSEs use to calculate electricity emissions.

- The Power Content Label (PCL) methodology: only accounts for electricity sold to customers on an annual basis under reporting requirements mandated by the California Energy Commission as part of AB 1110 rulemaking. LSEs are allowed to stack all of their renewable electricity and carbon free attributes (a market based system that enables load serving entities to purchase credits allowing electricity to be claimed as coming from a carbon free source) first and stop tracking emissions when they reach 100% of retail sales. This methodology is used in most GHG inventories and is used by load serving entities to create the Power Content Labels that customers are sent every year.
- The Integrated Resources Plan (IRP) methodology. This is the approach used by the CPUC in their regulatory proceedings in order for the state to meet the SB 100 goals. Load serving entities need to match supply with demand on an hourly basis and also account for electricity procured for resource adequacy as well as transmission and distribution losses. Under this methodology utilities are allowed to apply carbon free attributes to their electricity supply.
- The Clean System (CS) Methodology: this is very similar to the IRP methodology with the difference that carbon free attributes are not allowed.

The use of one of these methodologies over another has significant policy implications since the carbon intensity of electricity informs the effectiveness of GHG reduction measures such as energy efficiency, Integrated Demand Side Management (IDSM), Demand Response (DR), built environment electrification, and transportation sector electrification. In future inventories the methodology used to calculate emissions factors may change, which could have considerable impact on GHG emissions from electricity and associated climate action planning strategies.

Fugitive methane emissions from natural gas production and distribution

The current natural gas emissions calculation methodology only includes emissions resulting from combustion of natural gas in stationary sources within the community such as boilers, furnaces, and water heaters. This methodology does not account for fugitive methane emissions which occur due to leaks across the natural gas production and distribution infrastructure. If these fugitive methane emissions were included they could potentially increase the emissions intensity of natural gas significantly. One solution to calculate these emissions would be to estimate a default percentage of fugitive emissions per amount of natural gas usage and update the natural gas emissions factor accordingly. However there is currently no accepted methodology to make these calculations. Staff will continue to monitor the best available science and calculate emissions accordingly.

Stationary combustion fuels other than natural gas

The only stationary combustion fuel included in this GHG inventory is natural gas however there may be other fuels used within the community such as propane, wood, or liquefied petroleum gas (LPG). While it was not possible to accurately estimate how much emissions these fuels generated as part of this GHG inventory, future efforts may seek to quantify the impact of non-natural gas stationary combustion as new data sources and methodologies become available.

Transportation emissions

On Road Origin Destination Vehicles Miles Traveled (VMT) Methodology

The current GHG inventory calculates VMT and associated GHG emissions by scaling down county-wide data obtained using EMFAC 2021 model on a household per jurisdiction basis. This is different from an origin destination methodology, which relies on a transportation model to assign a start and end point to modeled vehicle trips and attributes the VMT from these trips to jurisdictions based on standard assumptions. Under this methodology, as defined in the U.S. community protocol, VMT from trips that begin or end within a jurisdiction are accounted for while VMT from trips that pass through jurisdictions are not tracked. Under the U.S. Community Protocol the origin destination methodology is the recommended methodology for calculating GHG emissions from on road transportation emissions.

AMBAG, as the Metropolitan Planning Organization (MPO) for the Monterey Bay Area, is required to produce planning and programming documents that maintain the region's eligibility for federal and state transportation assistance. This includes the Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) which is published every four years. In order to support the metropolitan transportation planning activities and decision-making process AMBAG staff develops, maintains, and utilizes a Regional Travel Demand Model (RTDM). The current model is a 4-step model which is calibrated at the tri-county regional level for the base year. Model runs are created to evaluate the impact of different transportation infrastructure and land use decisions over a 25+ year time frame.

RTDMs are designed to evaluate performance of regional transportation system and predict future demand based on the regional demographic and economic growth pattern. Considering

the regional variation, local development pattern and interdependency of local jurisdiction, using a 4-step regional modeling tool to model individual trips for a jurisdiction by jurisdiction attribution can lead to significant uncertainties. This is especially true for smaller jurisdictions (i.e. Sand City, Carmel, or King City). Furthermore, since model development require substantial datasets, time and cost, they are often calibrated for their base year, and are not intended for back casting or annual updates. This can lead to significant methodological discrepancies between inventory years. AMBAG therefore plans to continue scaling down county-wide EMFAC 2021 as part of the regularly updated jurisdictional inventories. However, as the new activity-based model is developed, staff will continue to reassess modeling capabilities in order to consider a switch to an origin destination methodology as part of the regularly updated GHG inventories.

AMBAG encourages jurisdictions to consider using an origin destination methodology as part of their Climate Action Plan GHG inventory. As always, AMBAG staff is available to meet with jurisdictional staff and discuss the data sources and methods which could be used to calculate transportation emissions as part of its CAP development process.

Off-road transportation and equipment use

Emissions from off-road transportation and equipment account for fossil fuel use from off-road vehicles such as airport ground support vehicles, water borne vessels, and locomotives; as well as equipment use such as pumps, or construction equipment. The California Air Resources Board has created an “OFFROAD” model which provides data at the county-wide level on off-road transportation and equipment use fuel use and emissions. There is currently no accepted methodology for disaggregating this county wide data down to the jurisdictional level, and off-road emissions were therefore not included in this inventory. Staff will continue to evaluate whether these emissions can be included in future inventories, especially as updated data sources and methodologies become available.

Solid Waste emissions

Waste in place methodology

The current inventory uses a methodology which assigns the totality of methane emissions occurring as the result of landfilling waste in the year that it is disposed of. This means all methane emissions from waste sent to landfills in a year is part of that years GHG inventory even though the actual waste decomposition and release of emissions may occur over a much longer time period. It is possible to deploy an alternative so called “waste in place” methodology in order to calculate emissions from each landfill as they are occurring. Under this methodology, data on the amount of waste sent to each landfill is collected since the landfill opening year and yearly emissions are modeled based on this historical data.

Because most jurisdictions send waste to over 10 landfills within a given year, this is currently not a practical methodology. However as new data sources and models become available it may become feasible in future years to calculate solid waste emissions using this methodology.

Landfill Methane capture rates

The current inventory assumes that all landfill have the minimum regulatory methane capture rate. However different landfills, through the adoption of cutting edge technologies, may have higher methane capture rates. Because most jurisdictions send waste to over 10 landfills within a given year it is currently not practical to estimate methane capture rates for each landfill. AMBAG staff will continue to monitor the best available data and methodologies in order to estimate landfill methane capture rates.

Landfill waste composition

The current inventory uses the statewide waste characterization study in order to estimate the methane potency of solid waste sent to landfills. However each landfill has different waste streams and their solid waste composition may vary. While landfill specific waste characterization studies exist they are not updated as regularly as the statewide study, therefore using specific landfill waste composition studies is currently unfeasible. This does mean that local efforts to increase organic waste diversion may not be fully captured as part of the GHG inventory. As new data sources become available it may become feasible in future years to use more localized waste compositions. As such AMBAG staff will continue to monitor this issue as part of each inventory year.

Water and wastewater emissions

Water and wastewater conveyance outside of the community boundaries

The current GHG inventory includes water and wastewater conveyance electricity usage emissions occurring within the community boundaries as part of the electricity and natural gas usage emissions in the Commercial/industrial sector. However emissions from water and wastewater conveyance outside of community boundaries are not included. Different methodologies could be used to estimate total water use and wastewater production in the community which could then be coupled with water energy intensity factors in order to calculate total electricity and natural gas use from water and wastewater conveyance to the community. However using this methodology could double count emissions already included in the inventory. As well, water and wastewater energy intensity factors are only available for certain agencies and can vary drastically depending on the water source and treatment method. While conveyance emissions are currently not included in this inventory future efforts may seek to quantify these emissions especially as updated data sources and methodologies become available.

Fugitive Methane emissions from Septic Tanks

Fugitive methane emissions from septic tank emissions are currently not included in the GHG inventory. However it is possible to assign a percentage of the population that is estimated to be served by septic tanks and use a population based methodology to calculate these emissions.

GHG Emissions from High GWP Gases

The current inventory does not include emissions from high GWP gases such as refrigerants. This is because these emissions are mostly fugitive in nature, occurring as a result of leaks in cooling systems. As part of the yearly California-wide GHG inventory, CARB does include emissions from

high GWP gases. In 2019 these high GWP gasses accounted for approximately five percent of total California emissions. There is however currently no accepted methodology to include these gases in jurisdictional inventories. One potential approach is to scale down California-wide emissions using a population-based methodology; however this can lead to significant inaccuracies.

It is also important to note that as communities face increased heat due to climate change and as communities work to meet the state's building decarbonization goals, equipment which uses refrigerants such as heat pumps may become more prevalent. This will mean that GHG emissions from high GWP gases may become more significant in future years. As with other methodologies included in this appendix staff may seek to quantify these emissions especially as updated data sources and methodologies become available.

Embedded carbon and GHG emissions resulting from the consumption of goods and services

This GHG inventory does not include emissions that occur as a result of consumption of goods such as food and clothing. Likewise GHG emissions generated as part of the production of building materials, the so called "embedded carbon" of a building, are not included. However it is important to acknowledge that these emissions can be significant, especially because most goods purchased by community members and businesses are produced outside of the community. While there currently is no standard protocol for inventorying consumption-based emissions or evaluating embedded carbon, numerous cities have expressed interest in calculating these emissions. As with other methodologies included in this appendix staff will continue to monitor available data sources and accepted methodologies in order to determine which emissions sources should be included in future GHG inventories.

Natural and working lands carbon stock and yearly change

The current GHG inventory does not include emissions that exist as a result of changes in the natural and working lands carbon stock. In order for these emissions to be calculated regular natural and working lands carbon stock inventories would first have to be created for each jurisdiction. The impact of land use decisions, urban forestry initiatives, and soil conservation measures on the carbon stock could then be taken into account and included in the inventory either as emissions sources or as sinks. As jurisdictions seek to meet aggressive GHG reduction targets, natural and working lands carbon stock emissions could become an integral part of the inventory process. AMBAG staff will continue to monitor this emerging sector and may seek to quantify these emissions as updated data sources and methodologies become available.

Appendix C: Glossary

This Appendix provides a brief description of technical terms used in the inventory.

Activity Data:

Data on the magnitude of a human activity resulting in emissions or removals taking place during a given period of time. Data on energy use, metal production, land areas, management systems, lime and fertilizer use and solid waste production are examples of bodata.

Baseline year:

A specific year against which emissions are tracked over time. For this inventory, the baseline year is 2005.

Boundaries:

GHG accounting and reporting boundaries can have several dimensions, i.e., jurisdictional, operational or geopolitical. The inventory boundary determines which emissions are accounted and reported.

Carbon Dioxide Equivalent:

A metric measure used to compare the emissions from various greenhouse gases based upon their global warming potential (GWP). Carbon dioxide equivalents are commonly expressed as metric tons of carbon dioxide equivalents (MTCO₂e). The carbon dioxide equivalent for a gas is derived by multiplying the tons of the gas by the associated GWP. See appendix A.

Community-wide GHG Inventory:

A calculation of GHG emissions generated as a result of activities within a community.

Consistency:

Consistency means that an inventory should be internally consistent in all its elements over a period of years. An inventory is consistent if the same methodologies are used for the base and all subsequent years and if consistent data sets are used to estimate emissions or removals from sources or sinks.

Direct GHG emissions:

Emissions from sources that occur within a jurisdiction's operational or geopolitical boundaries are called direct GHG emissions.

Emissions Factor:

A unique value for scaling emissions to activity data in terms of a standard rate of emissions per unit of activity (e.g., grams of carbon dioxide emitted per kWh of electricity use or per therms of natural gas use).

Fugitive emissions:

Emissions that are not physically controlled but result from the intentional or unintentional releases of GHGs. They commonly arise from the production, processing transmission storage and use of fuels and other chemicals, often through joints, seals, packing, gaskets, etc.

Global Warming Potential:

A measure of the total energy that a gas absorbs over a particular period of time (usually 100 years), compared to carbon dioxide.

Greenhouse gases (GHGs):

Gases which when released in the atmosphere have a warming impact. The GHG's considered in this inventory are carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O).

Indirect emissions:

Emissions that are a consequence of activities inside a jurisdiction, but occur from sources outside of the inventory boundaries, e.g., as a result of the import of electricity, heat, or steam.

Intergovernmental Panel on Climate Change:

The IPCC was established jointly by the United Nations Environment Programme and the World Meteorological Organization in 1988. The purpose of the IPCC is to assess information in the scientific and technical literature related to all significant components of the issue of climate change. Leading experts on climate change and environmental, social, and economic sciences have helped the IPCC to prepare periodic assessments of the scientific underpinnings for understanding global climate change and its consequences. With its capacity for reporting on climate change, its consequences, and the viability of adaptation and mitigation measures, the IPCC is also looked to as the official advisory body to the world's governments on the state of the science of the climate change issue.

Methane (CH₄):

A hydrocarbon that is a greenhouse gas with a global warming potential estimated at 28 times that of carbon dioxide (CO₂). Methane is produced through anaerobic (without oxygen) decomposition of waste in landfills, flooded rice fields, animal digestion, decomposition of animal wastes, production and distribution of natural gas and petroleum, coal production, and incomplete fossil fuel combustion. The GWP is from the IPCC's Fifth Assessment Report (AR5).

Nitrous Oxide (N₂O):

A powerful greenhouse gas with a global warming potential of 265 times that of carbon dioxide (CO₂). Major sources of nitrous oxide include soil cultivation practices, especially the use of commercial and organic fertilizers, manure management, fossil fuel combustion, nitric acid production, and biomass burning. The GWP is from the IPCC's Fifth Assessment Report (AR5).

Process emissions:

Emissions from industrial processes involving chemical transformations other than combustion.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Sheri Damon, City Attorney

DATE: September 21, 2023

SUBJECT: **NOTICE OF REJECTION OF GOVERNMENT CLAIM OF CARI MCCORMICK** *(THIS ADDITION TO THE AGENDA OCCURRED AFTER AFTER THE 72 HOUR POSTING DEADLINE, A 2/3 MAJORITY VOTE IS REQUIRED TO ADD THIS ITEM TO THE AGENDA)*

RECOMMENDATION

Staff recommends that the City Council reject the following claim and direct sending appropriate notice of rejection to the claimant: Brent Robinson, Aiman-Smith & Marcy representatives of Cari McCormick for a class action industrial retirement discrimination claim.

BACKGROUND

THIS ADDITION TO THE AGENDA OCCURRED AFTER AFTER THE 72 HOUR POSTING DEADLINE, A 2/3 MAJORITY VOTE IS REQUIRED TO ADD THIS ITEM TO THE AGENDA.

The City received the attached Claim on or about July 14, 2023 and received a denial of coverage from our claims carrier on or about September 18, 2023 after business hours.

The Claim alleges an unspecified monetary amount, but that agencies covered by California Public Retirement System (CalPERS) contracts for industrial retirement are discriminatory.

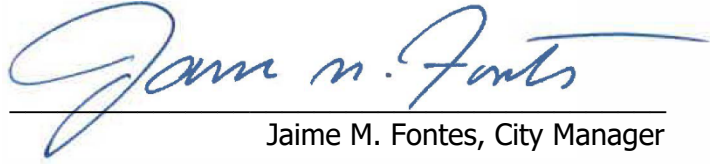
FISCAL IMPACT

None associated with the rejection of a claim.

ATTACHMENTS

1. Notice of Claim-McCormick class action

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

June 28, 2023

To Whom It May Concern:

My firm represents Cari McCormick. Enclosed you will find an administrative charge, with exhibits, filed by Ms McCormick with the California Civil Rights Department, naming as respondents the California Public Employees' Retirement System, Lake County, and the State of California.

As the charge explains, Ms McCormick's claims concern how certain pension benefits are calculated and paid through CalPERS. Those claims are brought *on behalf of* a putative class of California public employees ("Plaintiff Class"). Those claims are brought *against* a putative class of California public entity employers who employed one or more members of the proposed plaintiff class ("Defendant Class"). Ms McCormick will propose that the State of California, as represented by the California Attorney General's Office, serve as class representative for the proposed Defendant Class.

We have reason to believe your public entity may have employed one or more members of the proposed Plaintiff Class, because your public entity contracts to pay pension benefits through CalPERS. For that reason, we are serving Ms McCormick's FEHA charge on your public entity pursuant to Government Code section 12962(b). In addition, to the extent the government claim presentation requirements may apply, we hereby present the enclosed charge as a government claim.

For more information, please see the enclosed charge.

Regards,

AIMAN-SMITH & MARCY
PROFESSIONAL CORPORATION

/s/ Brent A. Robinson

Counsel for Plaintiff Cari McCormick
bar@asmlawyers.com

Enclosures



Civil Rights Department

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 8, 2023

Brent Robinson
Aiman-Smith & Marcy, 7677 Oakport Street, Suite 1150
Oakland, California 94621

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202306-20925508
Right to Sue: McCormick / California Public Employees' Retirement System et al.

Dear Brent Robinson:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 8, 2023

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202306-20925508

Right to Sue: McCormick / California Public Employees' Retirement System et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

KEVIN KISH, DIRECTOR

June 8, 2023

Cari McCormick

RE: **Notice of Case Closure and Right to Sue**

CRD Matter Number: 202306-20925508

Right to Sue: McCormick / California Public Employees' Retirement System et al.

Dear Cari McCormick:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective June 8, 2023 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

1 **COMPLAINT OF EMPLOYMENT DISCRIMINATION**
2 **BEFORE THE STATE OF CALIFORNIA**
3 Civil Rights Department
4 **Under the California Fair Employment and Housing Act**
5 **(Gov. Code, § 12900 et seq.)**

6 **In the Matter of the Complaint of**

7 Cari McCormick

CRD No. 202306-20925508

8 Complainant,

9 vs.

10 California Public Employees' Retirement System
11 Lincoln Plaza East 400 Q Street Room 1820
12 Sacramento, CA 95811

13 Lake County
14 255 North Forbes Street
15 Lakeport, CA 95453

16 State of California
17 c/o Attorney General Rob Bonta, Department of
18 Justice, P.O. Box 944255
19 Sacramento, CA 94244-2550

20 Respondents

21 1. Respondent **California Public Employees' Retirement System** is an **employer** subject to
22 suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et
23 seq.).

24 2. Complainant is naming **Lake County** business as Co-Respondent(s).
25 Complainant is naming **State of California** business as Co-Respondent(s).

26 3. Complainant **Cari McCormick**, resides in the City of , State of .

27 4. Complainant alleges that on or about **June 1, 2023**, respondent took the following
28 adverse actions:

Complainant was discriminated against because of complainant's age (40 and over) and
 as a result of the discrimination was denied equal pay, other.

-1-

Complaint – CRD No. 202306-20925508

Date Filed: June 8, 2023

CRD-ENF 80 RS (Revised 12/22)

1 **Additional Complaint Details:** See Exhibits A, B, and C attached hereto.

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Complaint – CRD No. 202306-20925508

27

Date Filed: June 8, 2023

28

CRD-ENF 80 RS (Revised 12/22)

1 VERIFICATION

2 I, **Brent A. Robinson**, am the **Attorney** in the above-entitled complaint. I have read
3 the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true.

5 On June 8, 2023, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **San Francisco, CA**
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27 *Complaint – CRD No. 202306-20925508*

28 Date Filed: June 8, 2023

CRD-ENF 80 RS (Revised 12/22)

EXHIBIT A

Exhibit A – Claim Narrative

Plaintiff Cari McCormick is an individual.

Defendants California Public Employees' Retirement System ("CalPERS"), State of California, and County of Lake are California governmental entities.

Plaintiff is ignorant of the true names or capacities of defendants named herein as Does 1 through 3,000, inclusive, and therefore identifies these defendants by these fictitious names. Each of the defendants named herein or designated as a Doe, is liable or in some manner legally responsible for the events alleged herein.

Plaintiff seeks to have the State of California, represented by the California Attorney General's Office, appointed to represent a defendant class, which includes all public entities that both employed one or more Plaintiffs, and are liable for employer-side retirement contributions for one or more Plaintiffs. A list of public entities believed to potentially be included within that defendant class, based on their listing as employers within the 2021-2022 Annual Comprehensive Financial Report published by CalPERS, is attached as Exhibit C.

Plaintiff refers to all defendants here collectively as "Defendants."

Plaintiff seeks to represent a plaintiff class of similarly situated persons. The class includes all persons who were employed by Defendants; who were at or over age 40 at the time they became members of the CalPERS system; who applied for and were granted ordinary disability retirement; whose retirement benefits are administered by CalPERS; and either (1) who have ever received disability retirement benefit payments pursuant to Government Code section 21423, who were over age 41 at membership in CalPERS, and who at retirement were credited with 18.518 or fewer years of actual service; or (2) who have ever received disability retirement benefit payments pursuant to Government Code section 21098, and who at retirement were credited with 24.691 or fewer years of actual service; or (3) who have ever received disability retirement benefit payments pursuant to Government Code section 21424, and who at retirement were credited with 29.629 or fewer years of actual service.

Plaintiff was employed by County of Lake; was over age 40 at membership in CalPERS; applied for and was granted ordinary disability retirement; receives benefits administered by CalPERS; and presently receives monthly disability benefit payments pursuant to one of the sections listed above. *See, generally, McCormick v. Public Employees' Retirement System* (2019) 41 Cal.App.5th 428.

Plaintiff refers to herself and the proposed plaintiff class collectively as "Plaintiffs."

At all relevant times, each of the Defendants was the agent of each of the remaining Defendants and, in doing the things alleged herein, was acting with the course and scope of such agency.

Each of the Defendants' actions or omissions as alleged herein was ratified by each of the remaining Defendants. Each of the acts or omissions of a Defendant's agents as alleged herein was ratified by that Defendant, as well as by each of the remaining Defendants. Each of the Defendants had knowledge of unlawful discrimination practiced upon its employees by the other Defendants, and failed to thereafter take all reasonable steps to prevent further discrimination against its employees. Each of the Defendants provided substantial assistance or encouragement to the other Defendants in the discrimination alleged here, and thereby caused harm to Plaintiff and the proposed class. Each of the Defendants had knowledge of the discrimination alleged here, and cooperated in that discrimination. For purposes of the discrimination alleged here, each of the Defendants was a joint employer and engaged in a joint venture, including by engaging in a combination of resources to carry out a single undertaking, with each having separate ownership interests in the joint undertaking, joint control, and an agreement to share profits and losses of that joint undertaking.

California law governs Plaintiffs' retirement benefits, and provides for ordinary disability retirement benefits for certain public employees such as Plaintiff who are rendered unable to do their job by any non-industrial long-term disability.

California law calculates such ordinary disability retirement benefits in a way that discriminates based on advanced age at membership. Government Code sections 21098, 21424, and 21423 each provides for younger employees to receive an ordinary disability retirement benefit equal to at least 33.333% of their final compensation. By contrast, older employees receive significantly reduced benefits, because those benefits are based on imputed years of service through age 60. For example, assume two state miscellaneous first-tier employees are otherwise identical, except that one was hired at age 18, the other at age 49. Each puts in 10 years of actual credited service, and each is forced to retire due to disabilities. The 18-year-old-at-hire will receive a benefit equal to 33.333% of his final compensation, because the formula gives him service credit as if he had worked without interruption through age 60. By contrast, the 49-year-old-at-hire will receive a benefit equal to just 19.8% under section 21423, with the difference in benefit amounts solely due to the older employee's advanced age.

Defendants are liable for disparate treatment. Defendants are qualifying employers, and employed Plaintiffs. Plaintiffs were over age 40 at membership. Defendants paid Plaintiffs reduced retirement benefits compared to employees younger at membership. Plaintiffs' age over 40 at membership was a substantial motivating factor in Defendants' determination and payment of the amount of Plaintiffs' disability retirement benefits. Plaintiffs have been harmed. Defendants' payment of reduced benefits to Plaintiffs is a substantial factor in causing them harm.

Defendants are also liable for pattern-or-practice of intentional discrimination. Discrimination is Defendants' standard operating procedure, rather than an unusual practice, and that standard operating procedure is a substantial factor in harming Plaintiffs.

Defendants are also liable for disparate impact. Defendants are qualifying employers, and employed Plaintiffs. Plaintiffs were over age 40 at membership. Defendants maintained a common policy or practice that has a disproportionate adverse effect on persons over age 40 at membership. Plaintiffs have been harmed. Defendants' policy or practice was a substantial factor in causing Plaintiffs' harm.

Defendants are also liable for their failure to prevent discrimination against Plaintiffs. Defendants knew or should have known of the above-alleged discrimination, and failed to take all reasonable steps necessary to prevent the same from occurring, thereby causing harm to Plaintiffs.

Defendants are also liable for breach of contract. At hiring, Defendants promised Plaintiffs future pay in exchange for present work, and Defendants' monthly retirement benefit payments are wages paid after the fact for Plaintiffs' years of labor. *See, e.g., Kern v. Long Beach* (1947) 29 Cal.2d 848, 850-852. The retirement benefit provisions at issue are contractual terms of class members' employment agreements: by those retirement provisions, Defendants promised class members future pay in exchange for present work, and once class members began performance, class members obtained a vested contractual right to the benefits Defendants had promised. *See, e.g., McGlynn v. State of California* (2018) 21 Cal.App.5th 548, 559.

Defendants maintained express written contractual terms of employment that provided for class members to be paid reduced retirement benefits based on their advanced ages at hiring. *See, Gov. Code §§ 21098, 21424, 21423.* Those terms of employment violate or are contrary to overriding state laws (*i.e.*, Gov. Code § 12940, subd. (a)) regulating such terms of employment, by providing for reduced compensation based solely on an employees' advanced age at hiring. To that extent, those terms of employment are contrary to superseding state law, they are illegal contractual terms, they are contrary to public policy, and they are therefore void. *See, Civil Code § 1667.* The unlawful terms of Plaintiffs' contracts with Defendants are severable, such that the illegal contract terms should be severed, and the balance of the contracts enforced. *Armendariz v. Found. Health Psychcare Servs., Inc.* (2000) 24 Cal.4th 83, 124. With illegal contractual terms severed, class members' contracts with the Defendants provide for class members to receive equal retirement benefits.

Alternately, FEHA's prohibition on age discrimination constitutes a contractual term of employment implied by operation of law into Plaintiffs' employment agreements with Defendants, such that Defendants were subject to a contractual duty to pay nondiscriminatory retirement benefits. *See, Castillo v. Express Escrow Company* (2007) 146 Cal.App.4th 1301, 1308 ("all laws in existence when the agreement was made become part of the contract"); *Anderson v. Time Warner Telecom of California* (2005) 129 Cal.App.4th 411, 418 ("All applicable laws are presumed to be known by the parties and to form a part of the agreement as if those laws were expressly referred to and incorporated."); *Coral Farms, L.P. v. Mahony* (2021) 63 Cal.App.5th 719, 731 ("The incorporation of current law into a contract is presumed and does not require a deliberate expression by the parties.").

The terms of Plaintiffs' employment contracts were sufficiently clear that the parties could understand what each was required to do, the parties exchanged consideration, and the parties agreed to terms. Plaintiffs did all, or substantially all, of the significant things their contracts required of them. Defendants failed to pay non-discriminatory benefits under the contracts, or paid discriminatory benefits in violation of the contracts. Plaintiffs were harmed. Defendants' breaches of contract were a substantial factor in causing Plaintiffs' harm.

The harm to Plaintiffs includes the loss of retirement benefits, the loss of additional amounts of money each would have received had he or she not suffered such unlawful discrimination, and harm in the form of humiliation, mental anguish, and emotional distress.

Defendants are also liable for prospective relief for violations of California's Equal Protection clause. Such relief includes declaratory relief, injunctive relief, and issuance of writs of mandamus and/or prohibition.

Thus, Defendants' unlawful policies and practices as alleged adversely affect, in a similar manner, a class of persons of which Plaintiff is a member, and raise substantial questions of law and fact that are common to that class. For those reasons, Plaintiff files this charge on behalf of a class of all others similarly situated, and seeks to represent the same.

EXHIBIT B

Exhibit B – Required Claim Information (Gov. Code § 910)

Name of Claimant:	Cari McCormick
Address of Claimant, and Address Where Notices re Claim Should Be Sent:	Cari McCormick c/o Brent A. Robinson Aiman-Smith & Marcy, PC 7677 Oakport Street, Suite 1150 Oakland, CA 94621
Date, Place, and Other Circumstances of the Occurrence or Transaction which Gave Rise to the Claim Asserted:	Following a decision in favor of Ms McCormick by the First District Court of Appeal in 2019, CalPERS granted Ms McCormick ordinary disability retirement. For additional information about facts giving rise to claim asserted, see Exhibit A.
A General Description of the Loss Incurred:	See Exhibit A for detailed factual narrative.
The Name or Names of the Public Employees Causing the Injury, Damage, or Loss, if Known:	Unknown.
The Amount Claimed If Less than \$10k:	The amount claimed exceeds \$10k.

Note: This Claim is presented on behalf of a class of similarly situated persons. Claimant is the proposed representative claimant. The class description is provided in Exhibit A.

EXHIBIT C

Exhibit C – List of Potential Defendants

1. South San Joaquin County Fire Authority
2. Central Fire Protection District of Santa Cruz County
3. California Intergovernmental Risk Authority
4. State of California
5. Alameda County Office of Education
6. Alpine County Office of Education
7. Amador County Office of Education
8. Butte County Office of Education
9. Calaveras County Office of Education
10. Colusa County Office of Education
11. Contra Costa County Office of Education
12. Del Norte County Office of Education
13. El Dorado County Office of Education
14. Fresno County Office of Education
15. Glenn County Office of Education
16. Humboldt County Office of Education
17. Imperial County Office of Education
18. Inyo County Office of Education
19. Kern County Office of Education
20. Kings County Office of Education
21. Lake County Office of Education
22. Lassen County Office of Education
23. Los Angeles County Office of Education
24. Madera County Office of Education
25. Marin County Office of Education
26. Mariposa County Office of Education
27. Mendocino County Office of Education
28. Merced County Office of Education
29. Modoc County Office of Education
30. Mono County Office of Education
31. Monterey County Office of Education
32. Napa County Office of Education
33. Nevada County Office of Education
34. Los Angeles Unified School District
35. Los Angeles Community College District
36. San Diego County Office of Education
37. Alpine County
38. Amador County
39. Butte County
40. Calaveras County
41. Colusa County

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42. Del Norte County
43. El Dorado County
44. Glenn County
45. Humboldt County
46. Inyo County
47. Kings County
48. Lake County
49. Lassen County
50. Madera County
51. Mariposa County
52. Modoc County
53. Mono County
54. Monterey County
55. Napa County
56. Nevada County
57. Placer County
58. Plumas County
59. Riverside County
60. San Benito County
61. San Joaquin County
62. Santa Clara County
63. Santa Cruz County
64. Shasta County
65. Sierra County
66. Siskiyou County
67. Solano County
68. Sutter County
69. Tehama County
70. Trinity County
71. Tuolumne County
72. Yolo County
73. Yuba County
74. Adelanto
75. Agoura Hills
76. Alameda
77. Albany
78. Alhambra
79. Aliso Viejo
80. Alturas
81. American Canyon
82. Anaheim
83. Anderson
84. Angels

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85. Antioch
86. Apple Valley
87. Arcadia
88. Arcata
89. Arroyo Grande
90. Artesia
91. Arvin
92. Atascadero
93. Atherton
94. Atwater
95. Auburn
96. Avalon
97. Avenal
98. Azusa
99. Bakersfield
100. Baldwin Park
101. Banning
102. Barstow
103. Beaumont
104. Bell
105. Bell Gardens
106. Bellflower
107. Belmont
108. Belvedere
109. Benicia
110. Berkeley
111. Beverly Hills
112. Biggs
113. Bishop
114. Blue Lake
115. Blythe
116. Bradbury
117. Brawley
118. Brea
119. Brentwood
120. Brisbane
121. Buellton
122. Buena Park
123. Burbank
124. Burlingame
125. Calabasas
126. Calexico
127. California City

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128. Calimesa
129. Calipatria
130. Calistoga
131. Camarillo
132. Campbell
133. Canyon Lake
134. Capitola
135. Carlsbad
136. Carmel-By-The-Sea
137. Carpinteria
138. Carson
139. Cathedral City
140. Cerritos
141. Chico
142. Chino
143. Chowchilla
144. Chula Vista
145. Citrus Heights
146. Claremont
147. Clayton
148. Clearlake
149. Cloverdale
150. Clovis
151. Coachella City
152. Coalinga
153. Colfax
154. Colma
155. Colton
156. Colusa
157. Commerce
158. Compton
159. Concord
160. Corcoran
161. Corning
162. Corona
163. Coronado
164. Corte Madera
165. Costa Mesa
166. Cotati
167. Covina
168. Crescent City
169. Cudahy
170. Culver City

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- 171. Cupertino
- 172. Cypress
- 173. Daly City
- 174. Dana Point
- 175. Davis
- 176. Del Mar
- 177. Del Rey Oaks
- 178. Delano
- 179. Desert Hot Springs
- 180. Diamond Bar
- 181. Dinuba
- 182. Dixon
- 183. Dos Palos
- 184. Downey
- 185. Duarte
- 186. Dublin
- 187. Dunsmuir
- 188. East Palo Alto
- 189. Eastvale
- 190. El Cajon
- 191. El Centro
- 192. El Cerrito
- 193. El Monte
- 194. El Segundo
- 195. Elk Grove
- 196. Emeryville
- 197. Encinitas
- 198. Escalon
- 199. Escondido
- 200. Etna
- 201. Eureka
- 202. Exeter
- 203. Fairfax
- 204. Fairfield
- 205. Farmersville
- 206. Fillmore
- 207. Firebaugh
- 208. Folsom
- 209. Fontana
- 210. Fort Bragg
- 211. Fortuna
- 212. Foster City
- 213. Fountain Valley

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- 214. Fowler
- 215. Fremont
- 216. Fullerton
- 217. Galt
- 218. Garden Grove
- 219. Gardena
- 220. Gilroy
- 221. Glendale
- 222. Glendora
- 223. Goleta
- 224. Gonzales
- 225. Grand Terrace
- 226. Grass Valley
- 227. Greenfield
- 228. Gridley
- 229. Grover Beach
- 230. Guadalupe
- 231. Gustine
- 232. Half Moon Bay
- 233. Hanford
- 234. Hawaiian Gardens
- 235. Hawthorne
- 236. Hayward
- 237. Healdsburg
- 238. Hemet
- 239. Hercules
- 240. Hermosa Beach
- 241. Hesperia
- 242. Hidden Hills
- 243. Highland
- 244. Hillsborough
- 245. Hollister
- 246. Hughson
- 247. Huntington Beach
- 248. Huntington Park
- 249. Imperial
- 250. Imperial Beach
- 251. Indian Wells
- 252. Indio
- 253. Industry
- 254. Inglewood
- 255. Ione
- 256. Irvine

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- 257. Irwindale
- 258. Jackson
- 259. Kerman
- 260. King City
- 261. Kingsburg
- 262. La Canada Flintridge
- 263. La Habra
- 264. La Habra Heights
- 265. La Mesa
- 266. La Mirada
- 267. La Palma
- 268. La Puente
- 269. La Quinta
- 270. La Verne
- 271. Laguna Beach
- 272. Laguna Hills
- 273. Laguna Niguel
- 274. Laguna Woods
- 275. Lake Elsinore
- 276. Lake Forest
- 277. Lakeport
- 278. Lakewood
- 279. Lancaster
- 280. Larkspur
- 281. Lathrop
- 282. Lawndale
- 283. Lemon Grove
- 284. Lemoore
- 285. Lincoln
- 286. Lindsay
- 287. Live Oak
- 288. Livermore
- 289. Livingston
- 290. Lodi
- 291. Loma Linda
- 292. Lomita
- 293. Lompoc
- 294. Long Beach
- 295. Loomis
- 296. Los Alamitos
- 297. Los Altos
- 298. Los Altos Hills
- 299. Los Banos

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- 300. Los Gatos
- 301. Lynwood
- 302. Madera
- 303. Malibu
- 304. Mammoth Lakes
- 305. Manhattan Beach
- 306. Manteca
- 307. Marina
- 308. Martinez
- 309. Marysville
- 310. Maywood
- 311. Mendota
- 312. Menifee
- 313. Menlo Park
- 314. Merced
- 315. Mill Valley
- 316. Millbrae
- 317. Milpitas
- 318. Mission Viejo
- 319. Modesto
- 320. Monrovia
- 321. Montague
- 322. Montclair
- 323. Monte Sereno
- 324. Montebello
- 325. Monterey
- 326. Monterey Park
- 327. Moorpark
- 328. Moraga
- 329. Moreno Valley
- 330. Morgan Hill
- 331. Morro Bay
- 332. Mountain View
- 333. Mt. Shasta
- 334. Murrieta
- 335. Napa
- 336. National City
- 337. Needles
- 338. Nevada City
- 339. Newark
- 340. Newman
- 341. Newport Beach
- 342. Norco

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- 343. Norwalk
- 344. Novato
- 345. Oakdale
- 346. Oakland
- 347. Oakley
- 348. Oceanside
- 349. Ojai
- 350. Ontario
- 351. Orange
- 352. Orange Cove
- 353. Orland
- 354. Oroville
- 355. Oxnard
- 356. Pacific Grove
- 357. Pacifica
- 358. Palm Desert
- 359. Palm Springs
- 360. Palmdale
- 361. Palo Alto
- 362. Palos Verdes Estates
- 363. Paradise
- 364. Paramount
- 365. Parlier
- 366. Pasadena
- 367. Paso Robles
- 368. Patterson
- 369. Perris
- 370. Petaluma
- 371. Pico Rivera
- 372. Piedmont
- 373. Pinole
- 374. Pismo Beach
- 375. Pittsburg
- 376. Placentia
- 377. Placerville
- 378. Pleasant Hill
- 379. Pleasanton
- 380. Pomona
- 381. Port Hueneme
- 382. Porterville
- 383. Portola
- 384. Portola Valley
- 385. Poway

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- 386. Rancho Cordova
- 387. Rancho Cucamonga
- 388.
- 389. Rancho Mirage
- 390. Rancho Palos Verdes
- 391. Rancho Santa Margarita
- 392. Red Bluff
- 393. Redding
- 394. Redlands
- 395. Redondo Beach
- 396. Redwood City
- 397. Reedley
- 398. Rialto
- 399. Richmond
- 400. Ridgecrest
- 401. Rio Vista
- 402. Ripon
- 403. Riverbank
- 404. Riverside
- 405. Rocklin
- 406. Rohnert Park
- 407. Rolling Hills
- 408. Rolling Hills Estates
- 409. Rosemead
- 410. Roseville
- 411. Ross
- 412. Sacramento
- 413. Salinas
- 414. San Anselmo
- 415. San Bernardino
- 416. San Bruno
- 417. San Buenaventura
- 418. San Carlos
- 419. San Clemente
- 420. San Dimas
- 421. San Fernando
- 422. San Francisco 1
- 423. San Gabriel
- 424. San Jacinto
- 425. San Joaquin
- 426. San Jose
- 427. San Leandro
- 428. San Luis Obispo

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- 429. San Marcos
- 430. San Marino
- 431. San Mateo
- 432. San Pablo
- 433. San Ramon
- 434. Sand City
- 435. Sanger
- 436. Santa Ana
- 437. Santa Barbara
- 438. Santa Clara
- 439. Santa Clarita
- 440. Santa Cruz
- 441. Santa Fe Springs
- 442. Santa Maria
- 443. Santa Monica
- 444. Santa Paula
- 445. Santa Rosa
- 446. Santee
- 447. Saratoga
- 448. Sausalito
- 449. Scotts Valley
- 450. Seal Beach
- 451. Seaside
- 452. Sebastopol
- 453. Selma
- 454. Shafter
- 455. Shasta Lake
- 456. Sierra Madre
- 457. Signal Hill
- 458. Simi Valley
- 459. Solana Beach
- 460. Soledad
- 461. Solvang
- 462. Sonoma
- 463. Sonora
- 464. South El Monte
- 465. South Gate
- 466. South Lake Tahoe
- 467. South Pasadena
- 468. South San Francisco
- 469. St. Helena
- 470. Stanton
- 471. Stockton

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- 472. Suisun City
- 473. Sunnyvale
- 474. Susanville
- 475. Sutter Creek
- 476. Taft
- 477. Tehachapi
- 478. Temecula
- 479. Temple City
- 480. Thousand Oaks
- 481. Tiburon
- 482. Torrance
- 483. Tracy
- 484. Truckee
- 485. Tulare
- 486. Tulelake
- 487. Turlock
- 488. Tustin
- 489. Twentynine Palms
- 490. Ukiah
- 491. Union City
- 492. Upland
- 493. Vacaville
- 494. Vallejo
- 495. Vernon
- 496. Victorville
- 497. Villa Park
- 498. Visalia
- 499. Vista
- 500. Walnut
- 501. Walnut Creek
- 502. Wasco
- 503. Waterford
- 504. Watsonville
- 505. Weed
- 506. West Covina
- 507. West Hollywood
- 508. West Sacramento
- 509. Westlake Village
- 510. Westminster
- 511. Whittier
- 512. Wildomar
- 513. Williams
- 514. Willits

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- 515. Willows
- 516. Windsor
- 517. Winters
- 518. Woodlake
- 519. Woodland
- 520. Woodside
- 521. Yorba Linda
- 522. Yountville
- 523. Yreka
- 524. Yuba City
- 525. Yucaipa
- 526. Yucca Valley
- 527. Academic Senate for California Community Colleges
- 528. Access Services Incorporated
- 529. Agoura Hills and Calabasas Community Center
- 530. Alameda Alliance for Health
- 531. Alameda Corridor Transportation Authority
- 532. Alameda County Fire Department
- 533. Alameda County Law Library
- 534. Alameda County Mosquito Abatement District
- 535. Alameda County Schools Insurance Group
- 536. Alameda County Transportation Commission
- 537. Alameda County Waste Management Authority
- 538. Alameda County Water District
- 539. Alliance of Schools for Cooperative Insurance Programs
- 540. Alpine Fire Protection District
- 541. Alpine Springs County Water District
- 542. Alta California Regional Center, Inc.
- 543. Alta Irrigation District
- 544. Altadena Library District
- 545. Amador County Transportation Commission
- 546. Amador Transit
- 547. Amador Water Agency
- 548. American Canyon Fire Protection District
- 549. American River Flood Control District
- 550. Anderson Cemetery District
- 551. Anderson Fire Protection District
- 552. Angiola Water District
- 553. Antelope Valley Mosquito and Vector Control District
- 554. Antelope Valley Schools Transportation Agency
- 555. Antelope Valley Transit Authority
- 556. Apple Valley Fire Protection District
- 557. Arbuckle-College City Fire Protection District

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- 558. Arcade Creek Recreation and Park District
- 559. Arcata Fire Protection District
- 560. Area 12 Agency on Aging
- 561. Aromas Water District
- 562. Arrowbear Park County Water District
- 563. Arroyo Grande District Cemetery
- 564. Associated Students California State University San Bernardino
- 565. Associated Students Inc., California State University, Fullerton
- 566. Associated Students Incorporated of California State University East Bay
- 567. Associated Students Incorporated of California State University Stanislaus
- 568. Associated Students of California State University, Chico
- 569. Association of California Water Agencies
- 570. Association of California Water Agencies - Joint Powers Insurance Authority
- 571. Association of Monterey Bay Area Governments
- 572. Atascadero Cemetery District
- 573. Auburn Area Recreation and Park District
- 574. Auburn Public Cemetery District
- 575. Avila Beach Community Services District
- 576. Aztec Shops, Ltd.
- 577. Bard Water District
- 578. Bardsdale Cemetery District
- 579. Barstow Cemetery District
- 580. Bay Area Air Quality Management District
- 581. Bay Area Water Supply and Conservation Agency
- 582. Beach Cities Health District
- 583. Bear Mountain Recreation and Park District
- 584. Bear Valley Community Services District
- 585. Beaumont District Library
- 586. Beaumont-Cherry Valley Recreation and Park District
- 587. Beaumont-Cherry Valley Water District
- 588. Bella Vista Water District
- 589. Belmont Fire Protection District
- 590. Belmont-San Carlos Fire Department
- 591. Belvedere-Tiburon Library Agency
- 592. Benicia City Housing Authority
- 593. Berkeley Housing Authority
- 594. BETA Healthcare Group Risk Management Authority
- 595. Big Bear Area Regional Wastewater Agency
- 596. Big Bear City Airport District
- 597. Big Bear City Community Services District
- 598. Big Bear Municipal Water District
- 599. Bighorn-Desert View Water Agency
- 600. Black Gold Cooperative Library System

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601. Blanchard/Santa Paula Public Library District
602. Blue Lake Fire Protection District
603. Bodega Bay Fire Protection District
604. Bolinas Community Public Utility District
605. Bolinas Fire Protection District
606. Bonita-Sunnyside Fire Protection District
607. Boron Community Services District
608. Borrego Springs Fire Protection District
609. Borrego Water District
610. Boulder Creek Fire Protection District
611. Branciforte Fire Protection District
612. Brannan-Andrus Levee Maintenance District
613. Broadmoor Police Protection District
614. Brooktrails Township Community Services District
615. Browns Valley Irrigation District
616. Buckingham Park County Water District
617. Buena Park Library District
618. Burney Basin Mosquito Abatement District
619. Burney Fire District
620. Burney Water District
621. Butte County Air Quality Management District
622. Butte County Association of Governments
623. Butte County Fair Association
624. Butte County In-Home Supportive Services Public Authority
625. Butte County Mosquito and Vector Control District
626. Butte Local Agency Formation Commission
627. Butte Schools Self-Funded Programs
628. Butte-Glenn Community College District
629. Byron-Bethany Irrigation District
630. Cabrillo College Foundation
631. Cachuma Operation and Maintenance Board
632. Cal Poly Corporation
633. Cal Poly Pomona Foundation, Inc.
634. Calaveras Council of Governments
635. Calaveras County Water District
636. Calaveras Public Utility District
637. California Association for Park and Recreation Indemnity
638. California Authority of Racing Fairs
639. California Bear Credit Union
640. California Central Valley Flood Control Association
641. California Fair Services Authority
642. California Fairs Financing Authority
643. California Firefighter's Joint Apprenticeship Committee

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- 644. California Interscholastic Federation, Central Coast Section
- 645. California Interscholastic Federation, Central Section
- 646. California Interscholastic Federation, North Coast Section
- 647. California Interscholastic Federation, Northern Section
- 648. California Interscholastic Federation, Sac- Joaquin Section
- 649. California Interscholastic Federation, San Diego Section
- 650. California Interscholastic Federation, Southern Section
- 651. California Interscholastic Federation, State Office
- 652. California Joint Powers Insurance Authority
- 653. California Joint Powers Risk Management Authority
- 654. California Maritime Academy Foundation, Inc.
- 655. California Municipal Utilities Association
- 656. California Pines Community Services District
- 657. California Redevelopment Association Foundation
- 658. California School Boards Association
- 659. California Special Districts Association
- 660. California State University, Bakersfield Foundation
- 661. California State University, East Bay Foundation, Inc.
- 662. "California State University, Fresno Athletic Corporation"
- 663. California State University, Stanislaus Auxiliary and Business Services
- 664. California State University-Fresno Association, Inc.
- 665. Callayomi County Water District
- 666. Calleguas Municipal Water District
- 667. Camarillo Health Care District
- 668. Cambria Cemetery District
- 669. Cambria Community Healthcare District
- 670. Cambria Community Services District
- 671. Cameron Park Community Services District
- 672. Camrosa Water District
- 673. Capitol Area Development Authority
- 674. Carmel Area Wastewater District
- 675. Carmel Highlands Fire Protection District of Monterey County
- 676. Carmichael Water District
- 677. Carpinteria Sanitary District
- 678. Carpinteria Valley Water District
- 679. Casitas Municipal Water District
- 680. Castro Valley Sanitary District
- 681. Castroville Community Services District
- 682. Cawelo Water District
- 683. Cayucos Sanitary District
- 684. Cayucos-Morro Bay Cemetery District
- 685. Centerville Community Services District
- 686.

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- 687. Central Basin Municipal Water District
- 688. Central Calaveras Fire and Rescue Protection District
- 689. Central Coast Water Authority
- 690. Central Contra Costa Solid Waste Authority
- 691. Central Contra Costa Transit Authority
- 692. Central County Fire Department
- 693. Central Marin Fire Authority
- 694. Central Marin Police Authority
- 695. Central Marin Sanitation Agency
- 696. Central Sierra Child Support Agency
- 697. Central Valley Regional Center, Inc.
- 698. Central Water District
- 699. Channel Islands Beach Community Services District
- 700. Chester Public Utility District
- 701. Chico Area Recreation and Park District
- 702. Children and Families Commission of San Luis Obispo County
- 703. Chino Basin Water Conservation District
- 704. Chino Basin Watermaster
- 705. Chino Valley Independent Fire District
- 706. Citrus Heights Water District
- 707. City/County Association of Governments of San Mateo County
- 708. Clear Creek Community Services District
- 709. Clearlake Oaks County Water District
- 710. Cloverdale Citrus Fair
- 711. Cloverdale Fire Protection District
- 712. Clovis Cemetery District
- 713. Coachella Valley Association of Governments
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- 1373. South Coast Water District
- 1374. South County Support Services Agency
- 1375. South Feather Water and Power Agency
- 1376. South Kern Cemetery District
- 1377. South Orange County Wastewater Authority
- 1378. South Placer Fire District
- 1379. South Placer Municipal Utility District
- 1380. South San Joaquin Irrigation District
- 1381. South San Luis Obispo County Sanitation District
- 1382. South Tahoe Public Utility District
- 1383. Southeast Area Social Services Funding Authority
- 1384. Southern California Association of Governments
- 1385. Southern California Library Cooperative
- 1386. Southern California Public Power Authority
- 1387. Southern California Regional Rail Authority
- 1388. Southern San Joaquin Municipal Utility District
- 1389. Southern Sonoma County Resource Conservation District
- 1390. Southwest Transportation Agency
- 1391. Special District Risk Management Authority
- 1392. Stallion Springs Community Services District
- 1393. Stanislaus Consolidated Fire Protection District
- 1394. Stanislaus Regional Housing Authority
- 1395. State Bar of California
- 1396. State Center Community College District
- 1397. State Water Contractors
- 1398. Stege Sanitary District
- 1399. Stinson Beach County Water District
- 1400. Stockton East Water District
- 1401. Stockton Unified School District
- 1402. Strawberry Recreation District
- 1403. Successor Agency to the Redevelopment Agency of the City of Fresno
- 1404. Successor Agency to the Redevelopment Agy of the City & County of San Francisco
- 1405. Suisun Fire Protection District
- 1406. Suisun Resource Conservation District
- 1407. Summit Cemetery District
- 1408. Sunnyslope County Water District
- 1409. Susanville Sanitary District
- 1410. Sutter Cemetery District
- 1411. Sweetwater Authority
- 1412. Sweetwater Springs Water District
- 1413. Sylvan Cemetery District
- 1414. Tahoe City Public Utility District

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- 1415. Tahoe Resource Conservation District
- 1416. Tahoe-Truckee Sanitation Agency
- 1417. Tehachapi Valley Recreation and Park District
- 1418. Tehachapi-Cummings County Water District
- 1419. Tehama County Mosquito Abatement District
- 1420. Temescal Valley Water District
- 1421. Templeton Community Services District
- 1422. Thermalito Water and Sewer District
- 1423. Three Rivers Community Services District
- 1424. Three Valleys Municipal Water District
- 1425. Tiburon Fire Protection District
- 1426. Trabuco Canyon Water District
- 1427. Tracy Rural County Fire Protection District
- 1428. Transbay Joint Powers Authority
- 1429. Transportation Agency for Monterey County
- 1430. Transportation Authority of Marin
- 1431. Treasure Island Development Authority
- 1432. Tri-City Mental Health Center
- 1433. Tri-Counties Association for the Developmentally Disabled
- 1434. Tri-County Schools Insurance Group
- 1435. Tri-Dam Project
- 1436. Trindel Insurance Fund
- 1437. Trinity Public Utilities District
- 1438. Truckee Donner Public Utility District
- 1439. Truckee Fire Protection District
- 1440. Truckee Sanitary District
- 1441. Truckee Tahoe Airport District
- 1442. Tulare Mosquito Abatement District
- 1443. Tulare Public Cemetery District
- 1444. Tuolumne City Sanitary District
- 1445. Tuolumne Fire District
- 1446. Tuolumne Utilities District
- 1447. Turlock Mosquito Abatement District
- 1448. Twain Harte Community Services District
- 1449. Twentynine Palms Water District
- 1450. Twin Rivers Unified School District
- 1451. Ukiah Valley Fire District
- 1452. Union Public Utility District
- 1453. Union Sanitary District
- 1454. United Water Conservation District
- 1455. University Enterprises Corporation at CSUSB
- 1456. University Enterprises, Inc.
- 1457. University Student Center of California State University Stanislaus

- 1458. Upland City Housing Authority
- 1459. Upper San Gabriel Valley Municipal Water District
- 1460. Utica Water and Power Authority
- 1461. Vacaville Fire Protection District
- 1462. Vacaville-Elmira Cemetery District
- 1463. Val Verde Unified School District
- 1464. Vallecitos Water District
- 1465. Vallejo Flood and Wastewater District
- 1466. Valley Center Municipal Water District
- 1467. Valley County Water District
- 1468. Valley Mountain Regional Center, Inc.
- 1469. Valley of the Moon Water District
- 1470. Valley Sanitary District
- 1471. Valley Springs Public Utility District
- 1472. Valley-Wide Recreation and Park District
- 1473. Vandenberg Village Community Services District
- 1474. Ventura College Foundation
- 1475. Ventura County Law Library
- 1476. Ventura County Schools Business Services Authority
- 1477. Ventura County Schools Self-Funding Authority
- 1478. Ventura County Transportation Commission
- 1479. Ventura Port District
- 1480. Ventura River Water District
- 1481. Victor Valley Transit Authority
- 1482. Victor Valley Wastewater Reclamation Authority
- 1483. Visalia Public Cemetery District
- 1484. Vista Irrigation District
- 1485. Walnut Valley Water District
- 1486. Wasco Recreation and Park District
- 1487. Washington Colony Cemetery District
- 1488. Water Employee Services Authority
- 1489. Water Facilities Authority
- 1490. Water Replenishment District of Southern California
- 1491. Weaverville Community Services District
- 1492. Weaverville Sanitary District
- 1493. West Almanor Community Services District
- 1494. West Basin Municipal Water District
- 1495. West Bay Sanitary District
- 1496. West Cities Communication Center
- 1497. West Contra Costa Integrated Waste Management Authority
- 1498. West Contra Costa Transportation Advisory Committee
- 1499. West County Transportation Agency
- 1500. West County Wastewater District

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- 1501. West End Communications Authority
- 1502. West Kern Water District
- 1503. West Stanislaus Irrigation District
- 1504. West Valley Mosquito and Vector Control District
- 1505. West Valley Sanitation District of Santa Clara County
- 1506. West Valley Water District
- 1507. West Valley-Mission Community College District
- 1508. Westborough Water District
- 1509. Western Contra Costa Transit Authority
- 1510. Western Municipal Water District
- 1511. Western Riverside Council of Governments
- 1512. Westlands Water District
- 1513. Westwood Community Services District
- 1514. Wheeler Ridge-Maricopa Water Storage District
- 1515. Wildomar Cemetery District
- 1516. Williams Fire Protection Authority
- 1517. Willow County Water District
- 1518. Willow Creek Community Services District
- 1519. Willows Cemetery District
- 1520. Wilton Fire Protection District
- 1521. Winterhaven Water District
- 1522. Winters Cemetery District
- 1523. Winters Fire Protection District
- 1524. Winton Water and Sanitary District
- 1525. Woodbridge Rural County Fire Protection District
- 1526. Woodlake Fire District
- 1527. Woodside Fire Protection District
- 1528. Yolo County Federal Credit Union
- 1529. Yolo County Housing Authority
- 1530. Yolo County In-Home Supportive Services Public Authority
- 1531. Yolo County Public Agency Risk Management Insurance Authority
- 1532. Yolo County Transportation District
- 1533. Yolo Emergency Communications Agency
- 1534. Yolo-Solano Air Quality Management District
- 1535. Yorba Linda Water District
- 1536. Yuba Community College District
- 1537. Yuba County Water Agency
- 1538. Yuba Sutter Transit Authority
- 1539. Yucaipa Valley Water District
- 1540. Yuima Municipal Water District



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: September 21, 2023

**SUBJECT: RECEIVE UPDATE FROM CONSERVATION TECHNIX ON THE
CITY OF SEASIDE PARKS AND RECREATION MASTER PLAN**

RECOMMENDATION

Receive update on the Parks and Recreation Master Plan, and provide feedback and direction as necessary.

BACKGROUND

On January 30, 2023, the City Council adopted a resolution authorizing the City manager to enter into an agreement with Conservation Technix to prepare the Parks and Recreation Master Plan for the City of Seaside. The Master Plan will guide policy development, prioritize demands and opportunities, and generate 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.

Conservation Technix is on schedule with the project and has recently completed the following aspects: mail-in and online surveys, parks and facility visual site assessments, first open house in May 2023, multiple stakeholder meetings, and presented it to the Parks and Recreation Commission to get additional public input. As they enter the final stages of project completion, they will be presenting at a joint commission meeting with the Parks & Recreation Commission, Art & History Commission and the Environmental Commission on October 16, 2023, and they will host a second open house on November 8, 2023. These meetings will be followed by the draft plan preparation, and final meetings with the Park and Recreation Commission, Planning commission, and the City Council review and adoption.

FISCAL IMPACT

There is no fiscal impact with this item.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



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
Leslie Llantero, Assistant Engineer

DATE: September 21, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE ENGINEERING DESIGN SERVICES AND CONSTRUCTION BID DOCUMENTS FOR THE BROADWAY AVENUE COMPLETE STREETS CORRIDOR IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$1,576,000.00 FULLY FUNDED BY THE ACTIVE TRANSPORTATION PROGRAM GRANT.

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a professional services agreement with Kimley-Horn and Associates, Inc. for engineering design services and construction bid documents for the Broadway Avenue Complete Streets Corridor Improvements Project for an amount not to exceed \$1,576,000.00.

BACKGROUND

In 2020, the City applied for and received grant funds from the Active Transportation Program (ATP) and the Regional Surface Transportation Program (RSTP) for the design and construction of the Broadway Complete Street Corridor Improvements Project (Project). The Project will implement a road diet on Broadway Avenue from Fremont Boulevard to General Jim Boulevard, reducing Broadway Avenue from a 4 lane roadway into a 2 lane roadway with curb extensions, bike lanes, roundabouts, and crosswalks. Improvements on Yosemite Street will include bicycle pavement markings and signage.

Kimley-Horn and Associates (KHA) was selected through a competitive Request for Proposal process to obtain Project Approval and prepare Environmental Documents (PA&ED), and to prepare the Plans, Specifications, and Estimate (PS&E) for the Project.

To comply with grant program requirements, the consultant proposal was separated into two phases. On June 16, 2022, the City Council approved a professional services agreement with KHA to complete the PA&ED phase. This phase of the project is complete, which included preliminary concepts and layouts plans, 30% plans, CEQA determination, community input, and California Transportation Commission (CTC) approval to move forward into the final design phase. On May 18, 2023, the CTC approved the Initial Study/Negative Declaration, Baseline Agreement, and fund allocation request for the PS&E phase in the amount of \$1,576,000.00. The 30% design plans are complete and KHA's proposal for the PS&E includes project management, coordination and documentation, utility coordination, final design plans, construction bid documents, bidding support services, design services during construction, agency meeting coordination, and comment resolution for an amount not to exceed \$1,576,000.00. The PS&E phase is expected to take a year. Upon approval of the 100% PS&E from the CTC, the City will publicly bid the Project for construction. It is estimated that construction will start in December 2025.

The Project is state funded by the Active Transportation Program (ATP) and the Regional Surface Transportation Program (RSTP). The PA&ED phase is complete, and the California Transportation Commission approved an allocation effective May 18, 2023 in the amount of \$1,576,000.00 for the PS&E phase.

FISCAL IMPACT

The professional services agreement will be paid out of the Transportation Account 212-8950-9600 and be reimbursed through an ATP grant.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement - Design Phase 2 - not signed yet
3. 30% Plans

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE ENGINEERING DESIGN SERVICES AND CONSTRUCTION BID DOCUMENTS FOR THE BROADWAY AVENUE COMPLETE STREET CORRIDOR IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$1,567,000.00

WHEREAS, the Broadway Avenue Complete Street Corridor Improvements Project (Project) is adopted in the fiscal year 2023/2024 Capital Improvement Program (CIP) annual budget; and

WHEREAS, the City has secured funding through the Active Transportation Program (ATP) and the Regional Surface Transportation Program (RSTP) grant funds in the amount of \$12.04 million; and

WHEREAS, Kimley-Horn and Associates, Inc. (KHA) was selected through a competitive Request for Proposal process to obtain Project Approval and Environmental Documents (PA&ED), and for Plans, Specifications, and Estimate (PS&E) for the Project; and

WHEREAS, on June 16, 2022, the City Council approved a professional services agreement with KHA to complete the PA&ED phase; and

WHEREAS, PA&ED phase of the project is complete which included preliminary concepts and layouts plans, 30% plans, CEQA determination, community input, and California Transportation Commission (CTC) approval; and

WHEREAS, on March 2, 2023, the City Council approved the Broadway Avenue Complete Street Corridor Improvements Project Initial Study/Negative Declaration; and

WHEREAS, on May 18, 2023, the CTC approved the City's requested fund allocation from the Active Transportation Program for the PS&E phase in the amount of \$1,567,000.00; and

WHEREAS, KHA submitted a revised proposal for PS&E services to include project management, coordination and documentation; utility coordination, 100% final design plans, bidding support services, design services during construction, and agency meeting coordination and comment resolution for an amount not to exceed \$1,567,000.00.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside does hereby authorizes the City Manager to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc. to perform engineering design services

and construction bid documents for the Broadway Avenue Complete Street Corridor Improvements Project for an amount not to exceed \$1,567,000.00.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, duly held on the 21st day of September, 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



**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
FOR BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT PHASE 2**

THIS AGREEMENT, is made and effective September 21, 2023, between the City of Seaside, a municipal corporation ("Agency") and **Kimley Horn and Associates, Inc.** 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 September 21, 2023 and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2026**, 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 Million Five Hundred Seventy Six Thousand Dollars (\$1,576,000.00)** 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 Consultant 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 Consultant. With respect to computer files, Consultant 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. Any modification made by City to any of the Consultant'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 Consultant, and the City shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses including but not limited to attorney's fees, resulting therefrom.

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:	<u>City of Seaside</u>
	<u>440 Harcourt Ave</u>
	<u>Seaside, CA 93955</u>
	Attention: City Clerk
To Consultant:	<u>Kimley Horn and Associates, Inc.</u>
	<u>1615 Bunker Hill Way, Suite 200</u>
	<u>Salinas, Ca 93906</u>

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, **Frederik Venter, P.E.**, shall be the Project Manager and Engineer of Record for the services described in this Agreement.

Kimley Horn and Associates, Inc. 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 **Frederik Venter, P.E.** 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. **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.

22. **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: **Kimley Horn and Associates, Inc.**

By: _____ Date: _____
Matthew D. Weir
Vice President

City of Seaside
A Municipal Corporation

By: _____ Date: _____
Jaime M. Fontes, City Manager

Attachments:	Exhibit A	Scope of Work/Consultant Proposal
	Exhibit B	Fee Proposal
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal

EXHIBIT A
SCOPE OF WORK

July 26, 2023

Ms. Nisha Patel, P.E.
Public Works Director / City Engineer
City of Seaside Engineering Division
440 Harcourt Avenue
Seaside, CA 93955

Re: **Scope of Services and Fee**
Broadway Avenue Complete Street Corridor Improvements Project

Scope of Services

Phase 2 – Plans, Specifications & Estimate (PS&E)

TASK 1- PROJECT MANAGEMENT, COORDINATION & DOCUMENTATION

Task 1.1 Project Administration:

Kimley-Horn will supervise, coordinate, and monitor project design activities. Kimley-Horn will coordinate with the City, including providing monthly project status reports. We will develop and maintain a critical path method (CPM) project schedule, updating it at each PS&E submittal, and as requested by the City.

Task 1.2 Coordination and Meetings:

We anticipate holding a kick-off meeting for the PS&E phase with the City to discuss the proposed project approach, potential design challenges, schedule, and deadlines. We assume up to twelve (12) additional meetings with the City, with the remainder of coordination through email and telephone calls. Meetings will be summarized with meeting minutes, and we assume all meetings will be online format. If requested by the City, we can be available for limited in-person meetings, up to the estimated budget for this task.

Task 1.3 MST Coordination:

Kimley-Horn will coordinate with MST relative to their existing bus stops along the corridor and any future stops or improvements. We assume coordination will be through telephone conference and email correspondence.

Task 1.4 ATP Reporting Assistance:

Kimley-Horn will assist the City with preparing the necessary documentation as required by Caltrans to submit quarterly Project Progress Reports, the Completion Report, and a Final Delivery Report.

Task 1.5 Coordination for RFA for Construction:

Kimley-Horn will assist the City with preparing the documentation as required by Caltrans to submit for the Request for Authorization (RFA) for the Construction (CON) phase. We assume we will support the City in preparation of the following documents, up to a total of 45 hours:

- LAPG 25-A: Allocation/Time Extension Form
- LAPM 13-A / 13-B: Right of Way Certification

We assume providing DBE calculations will not be required but can be provided for additional scope and fee if requested.

Task 1.6 QA/QC:

Kimley-Horn will follow a structured QC/QA process that will be implemented throughout the life of the project. In addition to our internal senior staff's review, our partner, CSG, will perform independent reviews ahead of the 60%, 90%, and Final/Bid PS&E submittals to review overall constructability and quality of our deliverables. CSG will use an in-house QC/QA Implementation Plan utilizing a peer review process with multi-level internal project checking.

Constructability reviews will allow CSG and the City to determine the biddability and the build-ability of the project. CSG will value engineer the project to assure it will be constructed as economically and efficiently as possible.

A log to record QC measures taken during the project, including corrective actions taken, will be maintained by the project manager.

We assume the project management task to occur over twelve (12) months and conclude with the submittal of the Final PS&E for advertisement. Project Management, coordination, and meetings during the construction phase are assumed to be included in Task 4 Bidding Support Services and Task 5 Design Support During Construction (DSDC) below.

Task 1.7 Coordination with Stakeholders (Property Owners):

Kimley-Horn will assist the City with preparing exhibits and conducting meetings with property owners that are impacted by the project for up to ten (10) locations as determined in the PA&ED phase. We assume we will support the City in preparation of the following documents, up to a total of 114 hours:

- Exhibits of each property location including proposed improvements and ROW
- Presentation Materials
- Meeting Notes

Task 1.8 Presentations to City Council:

Kimley-Horn will assist the City with preparing the presentation materials as required for City Council meetings for up to two (2) meetings. We assume we will support the City in preparation of the following documents, up to a total of 58 hours:

- Powerpoint Presentation
- Staff Report

Task 1.9 Video Analysis and Graphics

Kimley-Horn will assist the City with preparing the educational materials and analysis. Kimley-Horn will perform drone video data analytics to calibrate the existing conditions and identify congestion issue(s) in front of Martin Luther King Jr School of the Arts. Video analysis will be used to produce character IDs for each vehicle entering/exiting the school property. Multiple facets of information can be extracted from the data analytics for each vehicle, including: duration of time within the school property, average vehicle speed, cumulative time stopped (vehicle speed less than 1mph), and a count for how many vehicles entered and exited the site within a specific timeframe or for the duration of the video. The "before" drone video analytics will be compared to the "after" scenario to provide quantitative results of the implemented solution(s). We assume the analysis and outreach materials will require up to a total of 96 hours:

- Video Analysis
- Educational Materials

TASK DELIVERABLES

- Monthly invoices (PDF)
- Meeting notes (PDF)
- Baseline Agreement and RFA documentation (PDF)
- Monthly schedule updates (PDF)
- Assist with Quarterly Progress Reports, Completion Report, and Final Delivery Report
- QC Markups (as requested, PDF)

TASK 2 – UTILITY COORDINATION

Task 2.1 Potholing:

Due to the uncertainty of the need for potholing, we have included an assumed budget. Based on the recommended pothole locations identified in Phase 1, a final budget and scope of potholing services will be prepared. Kimley-Horn will coordinate with the City on the final scope and budget prior to commencing potholing services.

Task 2.2 Utility Coordination

CSG will coordinate with various utility companies that have facilities within the project area and provide identification of and notification for all required utility relocations. Notifications will be based on the proposed improvements within the project area.

TASK 3 – PS&E

Task 3.1 60% PS&E:

Based on comments received on the 30% design and plans, the 60% design will be developed. We anticipate the plans will include the sheets below including details and vertical design information. The construction detail sheets for the proposed drainage improvements will provide vertical design information. Proposed drainage horizontal layout (as needed) will be provided at this design level.

We have established a budget for Whitson Engineers to provide up to three (3) days of supplemental field surveying.

We assume the specifications will not be prepared at this level. We will prepare an Opinion of Probable Construction Costs (OPCC) for the proposed improvements.

Assumed plan sheets:

Description	No. Sheets
	1
Horizontal Control Plan	1
Typical Sections	3
Demolition Plans	7
Layout Plans	9
Profiles	7
Construction Details – Mini RABs	28
Construction Details – Curb ramps	21
Construction Details	4
Drainage Plans, Profiles, Details	20
Utility Plans	7

Description	No. Sheets
Signing and Striping Plans	7
Streetlighting Plans	8
Urban Design Plans	4
Landscaping and Irrigation Plans	21
Total:	148 sheets

TASK DELIVERABLES

- 60% Plans (PDF, two (2) hardcopies, 24"x36", bond)
- 60% OPCC (Excel, PDF)

Task 3.2 90% PS&E

Based on one set of non-conflicting City review comments, Kimley-Horn will advance the design and plans to the 90% design level. Significant design or plan changes will be considered additional scope and can be performed for additional fee.

Kimley-Horn will perform a street lighting analysis to determine appropriate lighting levels and locations of proposed and existing street lighting. Street light plans, specifications, and estimates will be included in the PS&E package.

Technical specifications will be developed at this level according to Caltrans 2018 format. The City will prepare the front-end boilerplate specification, including incorporating project specific information (project name, notice to contractors, estimate, etc). Kimley-Horn will review the front-end boilerplate specifications and coordinate potential modifications with the City prior to compiling the final project specifications. Technical specifications will be developed using Caltrans special provisions and any City-provided technical specifications. All proposed changes to special provisions will be tracked at the 90% level. Changes will be tracked in the specifications up until the Final PS&E, when all changes will be accepted, and a clean version provided. Final technical specifications will be provided to the City, who will merge them, along with the front-end boilerplate, into the overall final project specifications.

As part of this task, we will prepare the necessary documentation for the right of way certification for the project, including necessary utility adjustments and relocations, in accordance with the Caltrans LAPM. We assume no right of way acquisition, appraisals, or formal temporary construction easements (TCEs) will be required for the project. We assume temporary construction access to install the sidewalks adjacent to the private properties will be through property owner coordination and letter agreements. Kimley Horn will coordinate directly with the property owners on behalf of the City including up to a total of 14 hours. If additional property owner coordination or formal TCEs are required (appraisals, plat/legal maps, etc.), we can provide these services for additional scope and fee.

TASK DELIVERABLES

- 90% Plans (PDF, two (2) hardcopies, 24"x36", bond)
- 90% OPCC (Excel, PDF)
- 90% Technical Specifications (DOC, PDF)
- Responses to City's review comments on 60% submittal with return markups

Task 3.3 Final/Bid PS&E:

Based on one set of non-conflicting City review comments with only minor changes to the plans, Kimley-Horn will advance the design and plans to the Final/Bid design level. Significant design or plan changes will be considered additional scope and can be performed for additional fee.

Kimley-Horn will prepare documents for the first submittal to the Division of the State Architect (DSA) for review and approval. This will include intake forms, scheduling and coordination of meetings. If needed, Kimley-Horn will review and address all comments associated with the first submittal to DSA. Coordination with City staff, stakeholders or utility providers relating to DSA comments will be included in this task up to 20 hours. Once all comments are addressed to the satisfaction of DSA, Kimley-Horn will resubmit the plans for approval. We assume no further comments will need to be addressed after resubmittal for approval.

To comply with ATP Project Reporting, traffic, bicycle, and pedestrian counts must be collected no more than six (6) months in advance of the construction contract award or the beginning of the construction phase, and after construction is complete. Kimley-Horn will provide the raw count data to the City. Analysis or evaluation of the data is not included in this scope of services.

TASK DELIVERABLES

- Final/Signed Plans (PDF, one (1) hardcopy, 24"x36", bond)
- Final/Signed Specifications (PDF)
- Final OPCC (PDF)
- Responses to City's review comments on 90% submittal with return markups
- Raw before and after count data (PDF)

Task 3.4 Drainage Report & Stormwater Control Plan:

Mark Thomas will update the drainage analysis for the project. This will include calculations for watershed areas, storm intensity, pipe velocity, pipe capacity, and gutter flow. Mark Thomas will update the stormwater treatment analysis for the project, which will include documenting treatment requirements, computing stormwater treatment areas, and designing features for storm water quality control.

Task 3.5 Prepare Traffic Control Plans:

Kimley-Horn will prepare Stage Construction plans for the project area along Broadway Avenue from Fremont Street to General Jim Moore Boulevard. Plans are limited to work zone hatching, direction of travel, schematic temporary construction area sign placements, and notes. The plans will be based on the Manual of Uniform Traffic Control Devices – California Edition and Caltrans Traffic Manual, modified as required per City requirements. Kimley-Horn will address one set of non-conflicting City review comments with only minor changes to the Stage Construction plans. Kimley-Horn will prepare up to seven (7) Stage Construction plan sheets for up to a total of 40 hours.

Kimley-Horn will prepare Traffic Handling and Detour plans required for any long-term lane closures and any detours only along Broadway Avenue between Yosemite Street and Costa Street. The plans will be based on the Manual of Uniform Traffic Control Devices – California Edition and Caltrans Traffic Manual, modified as required per City requirements. Kimley-Horn will address one set of non-conflicting City review comments with only minor changes to the Traffic Handling and Detour plans. Kimley-Horn will prepare up to eight (8) total Traffic Handling and Detour plan sheets for up to a total of 86 hours. Detailed Traffic Handling and Detour plans outside of this segment (Broadway Avenue

between Yosemite Street and Costa Street) are not included in this scope and we assume will be provided by the contractor prior to construction.

TASK 4 – BIDDING SUPPORT SERVICES

The Kimley-Horn team will provide support to the City during the bidding phase by attending one (1) pre-bid meeting and reviewing and responding to bidders' questions and RFIs. Our scope includes up to 80 hours total of Kimley-Horn staff time and up to 24 hours total of Mark Thomas staff time for bidding support.

We assume the bidding support task to occur over two (2) months.

TASK 5 – DESIGN SUPPORT DURING CONSTRUCTION (DSDC)

Task 5.1 DSDC:

Kimley-Horn team will coordinate with and provide support to the City during construction. We assume this task to occur over 12 months. The following list of services may be provided as requested by the City. In providing these services, our scope includes up to 315 hours of Kimley-Horn staff and 96 hours of Mark Thomas staff time. Effort beyond the assumed scope can be provided for additional scope and fee.

Project Management and Coordination

Kimley-Horn will provide management and coordination of Kimley-Horn and subconsultant staff, including management and review of Consultant team contract and deliverables. We assume coordination with the City will occur through email and teleconference, in addition to the meetings identified below.

Pre-Construction Meeting

Attend the pre-construction meeting (up to two Kimley-Horn staff). We assume meeting to be conducted in person at the City of Seaside offices or other location to be determined.

Visits to Site

Kimley-Horn will make visits as directed by Client. Such site visits will not be exhaustive or extend to every aspect of Contractor's work.

Kimley-Horn will not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

Clarifications and Interpretations

Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.

Shop Drawings and Samples

Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

Substantial Completion

Kimley-Horn will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Final Notice of Acceptability of the Work

Kimley-Horn, if requested by the City, will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list. Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn.

Limitation of Responsibilities

Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.

We assume the City's own forces or a construction management (CM) firm will handle standard construction management, earthwork, and compaction testing. A Resident Engineer (RE) representing the City will oversee the construction. The regular earthwork observation and compaction testing are not in the scope of work.

Task 5.2 Prepare Record Drawings:

Based on redline markups of the construction contract drawings provided by the Contractor and RE, Kimley-Horn will prepare record drawings that reflect the actual improvements constructed in the field. The accuracy of the record drawings will be limited by the accuracy and completeness of the redlines provided to Kimley-Horn. We have assumed a total of 80 hours for Kimley-Horn staff time and 36 hours for Mark Thomas staff time for this task. An electronic PDF of the record drawings will be provided to the City.

Exclusions:

1. Water Pressure readings and/or pump station design
2. Signage Monumentation design and/or detailing
3. Selection and/or recommendations for Site Amenities such as benches, trash receptacles, planter boxes, etc.
4. Signage and/or Wayfinding Design
5. Value Engineering
6. Submittal and/or Permitting Fees
7. Environmental and/or Bio-Assay Services
8. Existing Plant Inventory or Landscape Preservation Plans
9. Site and/or Landscape Lighting
10. Structural Review and Certification
11. Warranty and/or Maintenance Administration
12. A soils consultant and soil analysis will be coordinated/prepared by the contractor upon the completion of mass grading. The existing soil nutrient information will be compared against the proposed plant palette to determine the appropriate amendment recommendations.

ID	Task Mode	Task Name	Duration	Start	Finish																																																
1		PHASE 1 - PA&ED																																																			
46		PHASE 2 - PS&E																																																			
47		Project Admin/Management	370 days	Mon 10/2/23	Fri 2/28/25																																																
48		Receive E76 for PS&E - Notice to Proceed	10 days	Mon 10/2/23	Fri 10/13/23																																																
49		Project Admin	200 days	Mon 10/16/23	Fri 7/19/24																																																
50		Coordination and Meetings	200 days	Mon 10/16/23	Fri 7/19/24																																																
51		MST Coordination	140 days	Mon 5/27/24	Fri 12/6/24																																																
52		ATP Reporting Assistance	200 days	Mon 10/16/23	Fri 7/19/24																																																
53		Coordination for RFA for Construction	60 days	Mon 12/9/24	Fri 2/28/25																																																
54		CTC Meeting	0 days	Fri 12/6/24	Fri 12/6/24																																																
55		QA/QC	200 days	Mon 3/4/24	Fri 12/6/24																																																
56		60% PS&E	20 days	Mon 3/4/24	Fri 3/29/24																																																
57		90% PS&E	20 days	Mon 7/29/24	Fri 8/23/24																																																
58		Final/Bid PS&E	15 days	Mon 11/18/24	Fri 12/6/24																																																
59		Utility Coordination	225 days	Mon 10/16/23	Fri 8/23/24																																																
60		Potholing	20 days	Mon 10/16/23	Fri 11/10/23																																																
61		Final Relocation/Adjsutment Verification	40 days	Mon 7/1/24	Fri 8/23/24																																																
62		PS&E	300 days	Mon 10/16/23	Fri 12/6/24																																																
63		60% PS&E	120 days	Mon 10/16/23	Fri 3/29/24																																																
64		City Review	15 days	Mon 4/1/24	Fri 4/19/24																																																
65		90% PS&E	90 days	Mon 4/22/24	Fri 8/23/24																																																
66		DSA Review	45 days	Fri 2/23/24	Thu 4/25/24																																																
67		City Review	15 days	Mon 8/26/24	Fri 9/13/24																																																
68		Final/Bid PS&E	60 days	Mon 9/16/24	Fri 12/6/24																																																
69		Bidding Support Services	131 days	Fri 2/28/25	Fri 8/29/25																																																
70		Receive Funding for Construction	60 days	Mon 3/3/25	Fri 5/23/25																																																
71		City Council Meeting	0 days	Fri 2/28/25	Fri 2/28/25																																																
72		Bidding Support Services	60 days	Mon 6/9/25	Fri 8/29/25																																																
73		Design Support During Construction	465 days	Mon 9/1/25	Fri 6/11/27																																																
74		DSDC	450 days	Mon 9/1/25	Fri 5/21/27																																																
75		Prepare Record Drawings	15 days	Mon 5/24/27	Fri 6/11/27																																																
76		ATP Milestone Dates	1314 days	Thu 5/18/23	Wed 5/31/28																																																
77		Baseline Agreement	0 days	Thu 5/18/23	Thu 5/18/23																																																
78		PA&ED	0 days	Thu 5/18/23	Thu 5/18/23																																																
79		ROW Cert	0 days	Tue 7/16/24	Tue 7/16/24																																																
80		Ready to List	0 days	Wed 8/20/25	Wed 8/20/25																																																
81		Begin Construction	0 days	Mon 11/17/25	Mon 11/17/25																																																
82		End Construction	0 days	Tue 11/30/27	Tue 11/30/27																																																
83		End Project	0 days	Wed 5/31/28	Wed 5/31/28																																																
Project: Broadway Corridor Sch Date: Thu 8/31/23		Task Split Milestone	Summary Project Summary Inactive Task	Inactive Milestone Inactive Summary Manual Task	Duration-only Manual Summary Rollup Manual Summary	Start-only Finish-only External Tasks	External Milestone Deadline Progress	Manual Progress																																													
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EXHIBIT B

EXHIBIT B

Kimley-Horn's rates are valid through 6/30/2024, and will escalate 7/1/2024. Unnamed staff will bill to the classification they are in at the time of billing.

Optional Tasks			
O.1	Agency Meetings, Coordination and Comment Resolution		\$ 64,270.24

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 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;
- 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, with exception of professional liability, 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 require 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 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 PROPOSAL
FOR
DESIGN PROFESSIONAL SERVICES FOR
BROADWAY AVENUE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

JANUARY 2022

Submit proposal to:
Public Works Engineering
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

PROPOSALS DUE BY 4:00 P.M. THURSDAY, FEBRUARY 10, 2022

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I. INTRODUCTION

The City of Seaside is seeking to retain qualified design professional engineering services to obtain all necessary permits, perform all requisite environmental studies and clearances, surveys and design of street improvements, and to prepare contract documents to enable the City to go out to bid for the construction of the Broadway Complete Street Corridor Improvements Project (Project).

Project includes the Environmental and Design phases of a road diet on Broadway Avenue from Fremont Boulevard to General Jim Moore Boulevard. The road diet will transform a 4-lane roadway to a 2-lane roadway with curb extensions, and will add class II bike lanes, roundabouts, and Safe Routes to School improvements including off-set crosswalk, rectangular rapid flashing beacons, and accessibility improvements. The Project will reduce Broadway Avenue to a single lane in each direction between Fremont Boulevard to General Jim Moore Boulevard and continue the road diet from West Broadway (Del Monte Blvd to Fremont Blvd).

The Project is state funded by the Active Transportation Program (ATP) and the Regional Surface Transportation Program (RSTP). The consultant contract will be separated into two separate phases Project Approval and Environmental Document (PA&ED) and Plans, Specifications & Estimate (PS&E) to comply with the program requirements. The estimated professional services contract amounts available for the PA&ED and PS&E are \$600,000 and \$1.576 M respectively. The preliminary construction estimate for the project is \$9.50 M.

The Consultant must be fully familiar with all applicable local, state and federal guidelines and requirements of the Active Transportation Program funding as administered by CTC. The City of Seaside reserves the right to adjust the scope of services as deemed appropriate and necessary. The project must comply with the California Environmental Quality Act (CEQA) procedures and requirements.

One consultant team will be selected to handle all the tasks within the Project which includes both the technical and administrative tasks associated with each phase of the project. The consultant will be working under the supervision of the City of Seaside, Department of Public Works.

The following studies to assist in the design effort have been completed:

- Pavement Rehabilitation Project Phase 3 Plans
- Project Specific ICE Study – prepared by Kimley-Horn & Associates dated June 2020
- Conceptual Plan - prepared by Kimley-Horn & Associates dated August 2020

The consultant services required are leading all the way up to a final plans, specifications and estimate package, which will be authorized in two separate phases; 1.) Project Approval & Environmental Document and 2.) Plans, Specifications & Estimate. The design team selected for this project shall have a demonstrated experience in complete street design, roundabout design, local knowledge, on-time project completion, and ability to adhere to project budgets.

II. SCOPE OF WORK

As outlined below, the Consultant shall complete all engineering and environmental documents and construction documents for the proposed improvements. These include, but are not limited to, preparation of appropriate CEQA document and contract bid documents (plans, specifications and construction cost estimates, or PS&Es).

The project scope shall include but not limited to the following tasks and deliverables:

Project Approval and Environmental Document (PA&ED) Phase

Environmental review process and documentation shall comply with the California Environmental Quality Act. Consultant team shall include a qualified team member who is proficient with CEQA guidelines. Environmental document shall be prepared by the consultant for City review and signature.

1. Provide project management services, including but not limited to, project administration, team/agency coordination, prepare project schedule, monthly progress meetings and reports, and overall leadership to ensure project success.
2. Provide public outreach services; assume two public workshops and one presentation at the City's Board of Architectural Review and Planning Commission combined meeting. Prepare any necessary presentation exhibits and documents.
3. Provide utility identification, relocation, and coordination services.
4. Perform any necessary survey and base mapping. Using the conceptual plan exhibits as a starting point, Project Team is to further develop these into advance planning drawings, if necessary, to obtain project approval.
5. Coordinate with Monterey Salinas Transit (MST) for all adjacent transit facilities on Broadway.
6. Consultant team to prepare CEQA document but City will be signatory and will review and assist as needed.
7. Assist the City with acquiring a Baseline Agreement and request for authorization for PS&E phase.

Plans, Specifications & Estimate (PS&E) Phase:

Designs shall comply with all environmental requirements and will result in bid-ready PS&E packages to be submitted to the City. Consultant will be responsible for providing the Special Provisions section of contract specifications and revise as necessary the City provided "front end" or general provisions.

1. Develop "bid ready" contract documents consisting of Plans, Specifications, and Estimate (PS&E). Assume 60% and 90% review cycles.
2. Project team to prepare necessary documents to self-certify right-of-way or obtain right of way certification from Caltrans.
3. Consultant team shall assist the City with ATP reporting requirements. Project team will be provided the most recent application documents that were used to apply for ATP Cycle 5.

4. Project team shall prepare documents to secure temporary construction easements.
5. Project team shall assist the City with submission to Caltrans the request for authorization for the Construction Phase.

Construction management services are not included in this request for proposal. However, typical design support services during construction shall be listed as a line item in the proposal.

III. FORM AND CONTENTS OF PROPOSAL

Proposers must have a minimum of five (5) years of professional experience in roundabout and complete street design. They shall have completed a minimum of two (2) projects for public entities; completed the design for a minimum of one (1) similar facility with a current estimated construction cost of at least \$10 million within the last five (5) years; shall have demonstrated experience of similar scope projects; have experience working with public institutions, Active Transportation Program grants, California Transportation Commission, and be familiar with conditions within the project location.

Proposals shall consist of responses to the sections below. Please clearly label and respond to all sections. The submissions are subject to a page limitation of twenty (20) pages in twelve-point font. The cover letter, table of contents, front and back covers, and section dividers and resumes are **excluded** from the page count. Proposers are requested to enclose certain information as exhibits, which will not count against the page limit and may also attach additional information as exhibits (which also will not count against the page limit). The City makes no assurances that any non-requested additional information in exhibits will be reviewed. **The proposal shall be bound, with tabbed section dividers, and include the following sections in order within the page limitations:**

1. Cover Letter

Include the primary consultant's name and business address, as well as the Project Manager's name, telephone number and email address. Summarize your understanding of the project and briefly introduce your team. The cover letter shall be signed by the person authorized to negotiate a contract for proposed services with the City of Seaside on behalf of submitting firm/team. Address any exceptions to the Insurance and Indemnification requirements listed in Exhibit C of the Standard Consultant Agreement attached hereto as Attachment 1.

2. Project Team

Clearly identify the prime consultant, all subconsultants, and their respective roles. Show the project manager and the key staff proposed for this project, including subconsultants' staff. Excluding circumstances beyond the consultant's control, it is expected that the project team proposed under this proposal will remain unchanged throughout the duration of the Project. Replacement of key staff, without written approval of the City of Seaside, will not be permitted.

Include contact information and a brief summary of the Prime firm's organization and history. Provide a résumé of each key team members. Provide two references (name, title, agency, and telephone number) for the project manager and task leaders from similar type/size projects.

Include contact information and a brief summary of the each subconsulting firm's organization, history, and two firm references. Provide a brief résumé (one page each) of each key team member.

Resumes shall be provided at exhibits to your proposal and will not count against the page limit.

3. Relevant Project Experience

Include similar type/size projects that your team has completed. Provide a project description, services provided, consulting fees and the project's construction cost. Discuss whether the design and construction were completed on time and within budget. Identify any obstacles encountered and how it was resolved.

4. Project Understanding and Approach

Describe your firm/team's understanding of the work to be performed and identify the approach for key services and/or issues anticipated for this project. Describe project manager's and firm/team support and approach to managing project to ensure effort is completed on schedule and within established budget.

5. Project Schedule

Provide a schedule, from start to finish, showing phases and major benchmarks in the scope of work with reasonable completion expectations. Indicate stages of work, time frames, and your team's ability to perform the required services in a timely manner. Allow three weeks for each submittal review by the City staff in the proposed schedule. Additionally, a progress meeting should be held to correspond immediately after City review of each submittal. Describe project manager's and firm/team support and approach to managing project to ensure effort is completed on schedule and within established budget.

6. Scope of Services

Provide a detailed description of the proposed scope of services through PS&E, bid support, and construction support. The scope of services submitted with the consultant's proposal must include a list and number of all deliverables, digital and hard copy, to be provided. Consultant must also plan for the necessary meetings for every aspect of the improvements program.

7. Fee Proposal

Provide your proposed fee in a separate, sealed envelope, plainly labeled "Fee Proposal" with the prime company's name and project title. This RFP contains consultant services leading all the way up to a final plans, specifications and estimate package. However, the consultant team shall split their proposed fee schedule into two phases; 1.) Project Approval & Environmental Document and 2.) Plans, Specifications & Estimate. Consultant's fee proposal for the second phase must remain active for a time period of no less than two (2) years. Any annual or standard rate increases that may occur within this time period must be clearly defined in the original fee proposal. The fee shall include separate services for PA&ED, PS&E including bid support, and design services

during construction for each of the project components described earlier. The fee proposal shall include a cover letter stating the not to exceed fee, and separate fee schedules depicting individual project tasks, staff hours, and basic hourly charge rates. The fee proposal shall reflect all anticipated fee increases during the contract duration. The final contract price may be negotiated.

IV. PROCEDURES FOR SUBMISSION

All correspondence between the City and potential proposers will be by email in accordance with Section VI, "Addenda and Interpretation" below.

Three (3) bound copies of the proposal package are due by **4:00 PM Pacific Time on Thursday, February 10, 2022**. The proposal package, including the sealed cost proposal, shall be labeled **"Broadway Avenue Complete Street Corridor Improvements Project RFP"** and submitted to the following address:

Engineering Division
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Please also submit by e-mail a single Adobe Acrobat® PDF file containing the entire proposal, excluding your cost proposal, to pwinfo@ci.seaside.ca.us. The e-mail subject line should read: RFP-Broadway Complete Street Corridor

SUBMISSIONS WILL NOT BE ACCEPTED AFTER THIS DEADLINE. SUBMISSIONS TRANSMITTED BY FAX WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

All material submitted in accordance with this RFP becomes the property of the City and will not be returned.

V. REVIEW AND SELECTION PROCESS

The consultant selection committee will evaluate each proposal and rank the consultant teams based on the response to items in Section III, technical information, qualifications and check of references provided in the proposal. Interviews are anticipated for this project and will be tentatively set as listed in the timeline below.

The issuance of this RFP constitutes only an invitation to present responses. The City reserves the right, at its sole discretion, to determine whether or not any aspect of the response satisfactorily meets the criteria established in the RFP. The City reserves the right to seek additional information and/or clarification from the respondent, the right to confer with any respondent submitting a response and the right to reject any or all responses with or without cause. In the event that the RFP is withdrawn by the City for any reason, the City shall have no liability to any respondent for any costs or expense incurred with the preparation of this RFP or related work. The City reserves

the right, at its sole discretion, to waive any irregularities or informality. The City may conduct interviews with any respondent it deems necessary.

The City of Seaside reserves the right to reject any and all responses for failure to meet the requirements contained herein, to waive any technicalities and to select the responses which, in the City's sole judgment, best meets the requirements of the project.

Consultant Selection Timeline

Distribution of RFP	January 6, 2022
Questions Due	January 20, 2022
Response to Questions/Clarification	February 27, 2022
RFP Submittal Deadline	February 10, 2022 by 4:00pm
Proposal Ranking	February 11, 2022 – March 4, 2022
Consultant Interviews (tentative)	Week of March 7, 2022
Consultant Award (tentative)	April 7, 2022

Evaluation Criteria

City staff will evaluate the materials provided in response to the Request for Proposals based on the following criteria:

1. *Project Team (20%)*: This includes the team's qualifications and relevant individual experience, unique qualifications of key personnel, time commitment of key members and the strength of the Organization Chart.
2. *Project Understanding and Approach (30%)*: This includes demonstrated knowledge of the work required, explanation of the project, key components, local and best practice processes, and innovative approaches and internal measures for timely completion of project.
3. *Scope (25%)*: This includes the relevance, completeness and logic of the scope.
4. *Project Management (15%)*: This includes the ability to manage the project in a turnkey fashion, responsiveness to the City and its citizens' needs, quality and timeliness of the deliverables and budget control.
5. *References (10%)*: This includes record of producing quality product on similar projects on time and within budget.

The City reserves the right to conduct independent reviews and interview firms submitting proposals prior to making any selection. If the City elects, the top three proposals may be requested to participate in an interview. If your firm is selected to participate in an oral interview, you will be notified the week prior to the scheduled interview. The City will NOT be liable for any costs associated with your firm preparing its response to this RFP.

No Proposer will be allowed to modify the content of proposal at any time after the submission deadline, except in direct response to a request from the City for clarification or for an oral interview, provided that no such modification will result in a substantive amendment to the proposal. The City reserves the right to reject any or all proposals received as a result of this request and at its discretion waive any informality, technical defect or clerical error in any proposal.

VI. ACCEPTANCE OR REJECTION OF PROPOSAL

The City reserves the right to accept or reject any and all proposals. The City also reserves the right to waive any informality or irregularity in any proposal. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The Department of Public Works will make a recommendation to the City Manager or City Council, as applicable, regarding the selection of Consultant based upon an evaluation of the proposals. The City reserves the right to negotiate project deliverables and associated costs.

VII. ADDENDA AND INTERPRETATION

The City shall not be responsible for nor be bound by any oral instructions or interpretations or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this RFP or should there be a need to clarify the RFP, you may request clarification in writing or by email to pwinfo@ci.seaside.ca.us

Any other contact with City personnel related to this RFP, prior to the formal appointment of the consultant, is prohibited. Such requests for clarification shall be delivered to the City at least ten (10) business days prior to the proposal due date. Any City response to a request for clarification will be made in the form of an addendum to this RFP and posted on the city's website <https://www.ci.seaside.ca.us/Bids.aspx>. All addenda shall become part of this RFP. Proposals shall contain all addenda signed and dated by the Proposer.

VIII. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFP process, the Department of Public Works will recommend a firm to enter into negotiations for the assignments described. The recommended Proposer shall enter into contract negotiations with the City in substantial conformity with the selected proposal and the form of the City's Professional Services Agreement (Attachment 1).

IX. INSURANCE REQUIREMENTS

The selected Consultant, at Consultant's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain at least all of the insurance requirements outlined in Exhibit C to the City's Professional Services Agreement (Attachment 1).

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City of Seaside as to form and content. The selected Consultant agrees to provide the City with a copy of said policies, certificates and/or endorsements on the requested forms. The selected Consultant shall satisfy these insurance requirements prior to approval of the Agreement. Please address any issues with respect to insurance requirements in your response in Section II, above.

X. EXAMINATION OF PROPOSED MATERIAL

The submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understood the RFP. No request for modification of the statement shall be considered after its submission on grounds that the Proposer was not fully informed as to any facts or condition.

XI. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFP become the exclusive property of the City. At such time as the Public Works Department recommends a Proposer to the City Manager or City Council, as applicable, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Seaside may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City will provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

XII. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- A. Evidence of collusion, directly or indirectly, by Proposer in regard to the amount, terms, or conditions of this proposal;
- B. Any attempt to improperly influence any member of the selection staff;

- C. Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;
- D. Evidence of incorrect information submitted as part of the proposal;
- E. Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal; and
- F. Proposer's default under any agreement that results in termination of the Agreement.

XIII. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of form or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

XIV. PROHIBITION OF GIFTS

City of Seaside officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with the City, or proposing to do business with the City. The offering of any illegal gift shall be grounds to disqualify a Proposer. To avoid even the appearance of impropriety, Proposer should not offer any gifts or souvenirs, even of minimal value, to City officers or employees. The Proposer shall be subject to the City's prohibition.

XV. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

The successful Proposer 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.

XVI. ADDITIONAL TERMS AND CONDITIONS

- A. It is anticipated that the award of the Agreement resulting from the RFP shall include terms and conditions similar to those referenced in the City's Standard Consultant Agreement (Attachment 1). Exceptions proposed by the Proposer, if any, to the terms and conditions included in the City's Standard Consultant Agreement should be included in the proposal. The City reserves the right to consider any proposal exceptions during its evaluation of the acceptability of a proposal.

- B. This RFP does not commit the City to pay any costs incurred in the submission of the proposal or in making any necessary studies or analysis in preparation of submission of the proposal.
- C. The City reserves the right without limitation to:
 - 1. Execute an agreement with one or more Proposers based solely on the proposal and any approved additions;
 - 2. Enter into an agreement with another Proposer in the event that the originally selected Proposer defaults or fails to execute an agreement with the City;
 - 3. Enter into negotiations with one or more Proposers;
 - 4. Modify and re-issue the RFP;
 - 5. Take action regarding the RFP as may deemed to be in the best interest of the City.
- D. The City reserves the right to verify any information provided during the RFP process. The City may contact references listed or any other person known to have contracted with Proposer.
- E. An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

XVII. ATTACHMENTS

- ~~1. City's Standard Consultant Agreement~~
- ~~2. Conceptual Plans prepared by Kimley Horn & Associates~~

BROADWAY AVE COMPLETE STREET CORRIDOR IMPROVEMENTS
CITY OF SEASIDE, MONTEREY COUNTY, CALIFORNIA
CITY PROJECT #:

TO BE SUPPLEMENTED BY CITY OF SEASIDE DESIGN STANDARDS,
2022 CALTRANS REVISED STANDARD PLANS, AND THE APRIL 2014 CALIFORNIA MUTCD

30% PRELIMINARY PLANS
NOT FOR CONSTRUCTION

SHEET INDEX		
PAGE NO.	SHEET NAME	SHEET TITLE
1	CV-01	COVER SHEET
2-4	HC-01_TX-01 TO HC-03_TX-03	HORIZONTAL CONTROL & TYPICAL SECTIONS
5-14	DM-01 TO DM-11	DEMOLITION PLANS
15-21	L-01 TO L-07	LAYOUT PLANS
22-28	HV-01 TO HV-07	HORIZONTAL & VERTICAL CONTROL PLANS
29-35		CURB RAMP ENLARGEMENTS
36-42		ISLAND ENLARGEMENTS
43-49	CG-01 TO CG-07	CONTOUR GRADING
50-55	SS-01 TO SS-06	SIGNING & STRIPING PLANS
56-62	UD-01 TO UD-07	URBAN DESIGN
63-71		LANDSCAPE PLANS
72-80		IRRIGATION PLANS(DO NOT PLOT)



PROJECT AREA
NOT TO SCALE



ROUNDBABOUT LOCATIONS

1	BROADWAY AVE AT TERRACE ST	L-01
2	BROADWAY AVE AT SAN LUCAS ST	L-03
3	BROADWAY AVE AT NOCHE BUENA ST	L-04
4	BROADWAY AVE AT FLORES ST	L-06
5	BROADWAY AVE AT YOSEMITE ST	L-08
6	BROADWAY AVE AT COSTA ST	L-09
7	BROADWAY AVE AT MESCAL ST	L-10

PROJECT DESCRIPTION

THE CITY OF SEASIDE BROADWAY AVENUE STREET CORRIDOR IMPROVEMENT PROJECT INCLUDES INSTALLING SEVEN (7) MINI ROUNDBABOUTS, REDUCING THE NUMBER OF THROUGH LANES FROM FOR TO TWO, INSTALLING CLASS II BUFFERED BIKE LANES AND ENHANCING THE SCHOOL DROP-OFF AREA. IMPROVEMENTS INCLUDE NEW CURB, GUTTER, SIDEWALK, ADA COMPLIANT RAMPS, SIGNING, STRIPING, STORM WATER TREATMENT AREAS, AND PAVEMENT REHABILITATION.

DESIGN ENGINEER'S NOTES

- 1.THE TERM 'DESIGN ENGINEER' USED HEREIN SHALL MEAN THE ENGINEER WHO HAS SIGNED AND SEALED THESE PLANS AND IS IN RESPONSIBLE CHARGE OF THE ENGINEERING DESIGN. THE TERM 'CONTRACTOR' USED HEREIN SHALL MEAN ANY GENERAL CONTRACTOR OR SUBCONTRACTOR USING THESE PLANS. ANY AGENCY SIGNATURE OR APPROVAL ON THESE PLANS DOES NOT CONSTITUTE APPROVAL OF ANY OF THESE NOTES.
- 2.THE DESIGN ENGINEER WILL NOT PROVIDE, OBSERVE, COMMENT ON OR ENFORCE ANY SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT, AND MAINTAIN ALL SAFETY MEASURES AND SHALL BE SOLELY RESPONSIBLE FOR SAME AND COMPLYING WITH ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS, AND REGULATIONS. THE CONTRACTOR AGREES THAT SHE/HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS AND SAFETY OF ALL PERSONS AND PROPERTY DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
- 3.THE DESIGN ENGINEER SHALL HAVE NO RESPONSIBILITY FOR ANY OF THE CONTRACTOR'S MEANS AND METHODS OF CONSTRUCTION, TECHNIQUES, EQUIPMENT CHOICE AND USAGE, SEQUENCE, SCHEDULE, SAFETY PROGRAMS, OR SAFETY PRACTICES, NOR SHALL THE DESIGN ENGINEER HAVE ANY AUTHORITY OR RESPONSIBILITY TO STOP OR DIRECT THE WORK OF ANY CONTRACTOR.
- 4.THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE DESIGN ENGINEER AND OWNER, THEIR AGENTS AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, JUDGMENTS, LOSS, DAMAGES, COSTS, EXPENSES, FEES OR LIABILITY WHATSOEVER, REAL OR ALLEGED, IN CONNECTION WITH, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE DESIGN ENGINEER.
- 5.IF THERE ARE ANY QUESTIONS REGARDING THESE PLANS, THE CONTRACTOR SHALL REQUEST IN WRITING FROM THE DESIGN ENGINEER AND THE OWNER, AN INTERPRETATION BEFORE DOING ANY RELATED OR IMPACTED WORK.
- 6.THE CONTRACTOR SHALL TAKE THE NECESSARY STEPS TO PROTECT THE PROPERTY FROM ANY EROSION AND SILTATION THAT RESULT FROM CONTRACTOR OPERATIONS BY APPROPRIATE MEANS UNTIL SUCH TIME THAT THE PROJECT IS COMPLETED AND ACCEPTED FOR MAINTENANCE BY WHOMEVER IS TO BE ULTIMATELY RESPONSIBLE FOR MAINTENANCE.
- 7.THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO STARTING WORK NEAR THEIR FACILITIES AND SHALL COORDINATE WORK WITH UTILITY COMPANY REPRESENTATIVES.
- 8.THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM A SEARCH OF READILY AVAILABLE RECORDS. NO REPRESENTATION IS MADE AS TO THE ACCURACY OR COMPLETENESS OF SAID UTILITY INFORMATION. THE CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS. ALL DAMAGES THERETO CAUSED BY THE CONTRACTOR SHALL BE REPAIRED TO THE APPROPRIATE SPECIFICATIONS AND STANDARDS AT THE SOLE EXPENSE OF THE CONTRACTOR.
- 9.THE LOCATION, ELEVATIONS, SIZE, TYPE AND CONDITION OF EXISTING IMPROVEMENTS ADJACENT TO THE PROPOSED WORK INDICATED ON THESE PLANS SHALL BE CONFIRMED BY THE CONTRACTOR BY FIELD MEASUREMENTS AND OBSERVATIONS PRIOR TO CONSTRUCTION OF NEW WORK. THE CONTRACTOR WILL IMMEDIATELY INFORM THE DESIGN ENGINEER IN WRITING IF ANY DISCREPANCIES OR CONFLICTING INFORMATION IS FOUND.
- 10.THE CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES AS NEEDED, SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY DUE TO THE ACTUAL LOCATION, SIZE, TYPE, OR CONDITION OF EXISTING FACILITIES DIFFERING FROM WHAT IS SHOWN ON THESE PLANS.
- 11.THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ANY DAMAGE TO THE EXISTING IMPROVEMENTS AND REPLACEMENT TO THE SATISFACTION OF THE OWNER.
- 12.SHOULD CONFLICTING INFORMATION BE FOUND ON THE PLANS THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER IN WRITING IMMEDIATELY BEFORE PROCEEDING WITH THE WORK IN QUESTION.
- 13.ANYTHING MENTIONED IN THE SPECIFICATIONS, IF ANY, AND NOT SHOWN ON THE DRAWINGS, OR SHOWN ON THE DRAWINGS AND NOT MENTIONED IN THE SPECIFICATIONS, SHALL BE OF LIKE EFFECT AS IF SHOWN OR MENTIONED IN BOTH.

PLANS PREPARED UNDER MY SUPERVISION

DANIEL CARLEY, P.E.
KIMLEY-HORN AND ASSOCIATES, INC.
APPROVED FOR CONSTRUCTION
CITY OF SEASIDE

DATE

NISHA PATEL, P.E.
CITY ENGINEER

DATE

RECORD DRAWINGS APPROVED BY:

NISHA PATEL, P.E.
CITY ENGINEER

DATE



Kimley»Horn

555 CAPITOL MALL, STE 300 SACRAMENTO, CA 95814
PHONE: 916-858-5800
WWW.KIMLEY-HORN.COM



Scale	AS SHOWN
Designed By:	MT/DC
Drawn By:	MB
Checked By:	DC
Consultant's Job No.	197063006



CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS
COVER SHEET
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number
CV-01

Sheet Number

Sheet 1 of 75

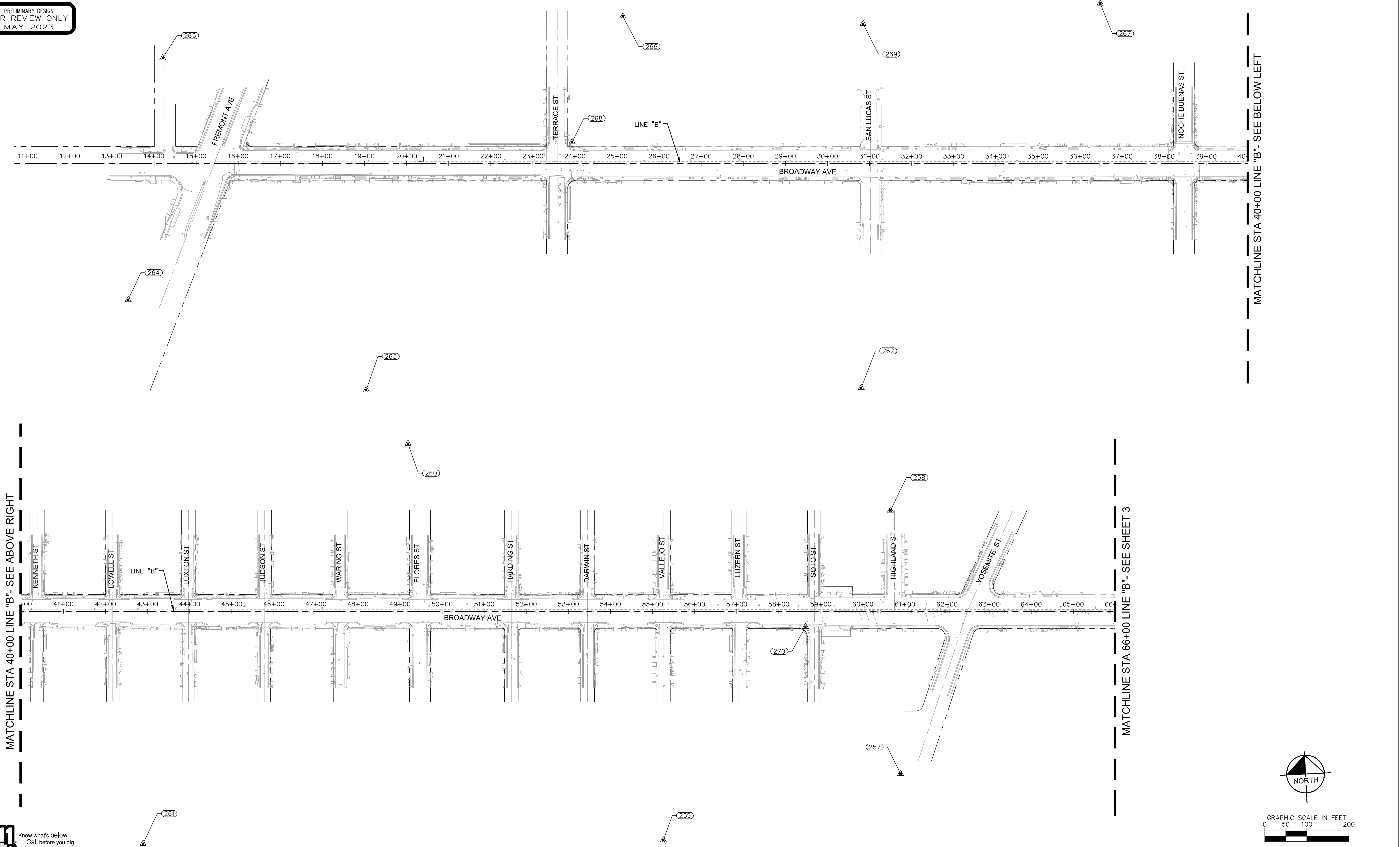
FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES



K:\SAC_RDW\197063006 - Seaside Broadway Corridor\08 CADD\PlanSheets\HOR CONTROL & TYP SECTIONS.dwg 5/2/2023 4:31 AM

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PRELIMINARY DESIGN
FOR REVIEW ONLY
MAY 2023



Rev.	Description	Date

Kimley»Horn
555 CAPITOL MALL, STE. 300 SACRAMENTO, CA 95814
PHONE: 916-858-5800
WWW.KIMLEY-HORN.COM



Scale	AS SHOWN
Designed By:	MT/DC
Drawn By:	MB
Checked By:	DC
Consultant's Job No.	197063006



CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS
HORIZONTAL CONTROL & TYPICAL SECTIONS
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number
HC-01_TX-01

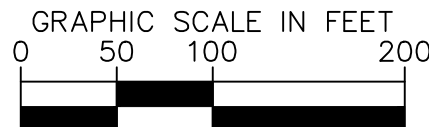
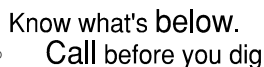
Sheet Number
Sheet **2** of **75**

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ORIGINAL SCALE IS IN INCHES



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POINT TABLE				
POINT #	ELEVATION	NORTHING	EASTING	DESCRIPTION
251	356.15	N: 2118746.09	E: 5734210.86	CP SET RBR & CAP
252	291.62	N: 2116529.48	E: 5733155.66	CP SET MAG & WSHR AP
253	283.98	N: 2117247.86	E: 5733464.99	CP SET MAG & WSHR AP
254	258.89	N: 2117316.90	E: 5732940.60	CP SET MAG & WSHR AP
255	238.49	N: 2116729.80	E: 5732339.05	CP SET MAG & WSHR AP
256	213.63	N: 2117017.72	E: 5731694.28	CP SET MAG & WSHR AP
257	190.24	N: 2116632.26	E: 5731124.30	CP SET MAG & WSHR AP
258	194.80	N: 2117258.43	E: 5731132.51	CP SET MAG & WSHR AP
259	187.78	N: 2116502.84	E: 5730553.22	CP SET MAG & WSHR AP
260	129.42	N: 2117475.94	E: 5729995.68	CP SET MAG & WSHR AP
261	118.20	N: 2116558.39	E: 5729317.94	CP SET MAG & WSHR AP
262	93.50	N: 2116640.20	E: 5728111.61	CP SET MAG & WSHR AP
263	59.90	N: 2116695.18	E: 5726936.61	CP SET MAG & WSHR AP
264	35.27	N: 2116938.51	E: 5726382.80	CP SET MAG & WSHR AP
265	30.41	N: 2117508.52	E: 5726494.05	CP SET MAG & WSHR AP
266	40.65	N: 2117551.13	E: 5727591.27	CP SET MAG & WSHR AP
267	86.07	N: 2117523.41	E: 5728725.88	CP SET MAG & WSHR AP
268	48.13	N: 2117259.25	E: 5727455.62	CP FD WE RBR & CAP – 218
269	70.18	N: 2117504.24	E: 5728160.66	CP FD WE MAG & WSHR – 217
270	169.51	N: 2116992.44	E: 5730916.58	CP FD WE MAG & WSHR – 232
271	215.32	N: 2116987.36	E: 5731721.45	CP FD WE MAG & WSHR – 217
272	217.41	N: 2116918.85	E: 5731990.15	FD MAG NAIL SHAFT – HEAD GROUND OFF

BEARINGS ARE GRID BEARINGS PER THE CALIFORNIA COORDINATE SYSTEM (CCS), NAD83(2011) ZONE IV. COORDINATES ARE APPROXIMATE CCS COORDINATES, SCALED TO GROUND DISTANCES USING A CALCULATED COMBINED SCALE FACTOR OF 1.00006193 AT POINT NUMBER 270. ALL DISTANCES ARE GROUND DISTANCES AND EXPRESSED IN U.S. SURVEY FEET.

1. THIS MAP REPRESENTS 1"=20' AERIAL MAPPING COMPILED BY AERIAL PHOTOMAPPING SERVICES, INC. UTILIZING AN AERIAL CONTROL SURVEY PERFORMED BY WHITSON ENGINEERS AND INCORPORATES FURTHER GROUND-BASED SUPPLEMENTAL SURVEYING PERFORMED BY WHITSON ENGINEERS. THE AERIAL MAPPING IS BASED ON AERIAL PHOTOGRAPHY ACQUIRED ON SEPTEMBER 22, 2022, AND CONFORMS TO NATIONAL MAP ACCURACY STANDARDS FOR 1"=20' MAPPING WITH 1' CONTOURS.

2. THIS MAP PORTRAYS THE SITE AT THE TIME OF THE SURVEY AND DOES NOT SHOW SOILS OR GEOLOGIC INFORMATION, UNDERGROUND CONDITIONS, EASEMENTS, ZONING OR REGULATORY INFORMATION OR ANY OTHER ITEMS NOT SPECIFICALLY REQUESTED BY THE CLIENT.
3. BOUNDARY LOCATIONS SHOWN HEREON WERE DETERMINED WITH THE BENEFIT OF A FIELD SURVEY. SUPPLEMENTED BY RECORD DATA. ALL BOUNDARY SHOWN IS FROM RECORD DATA. THIS TOPOGRAPHIC MAP DOES NOT CONSTITUTE A BOUNDARY SURVEY. AS A TITLE RECORD WAS NOT PROVIDED, THERE MAY BE EASEMENTS OR OTHER RIGHTS, RECORDED OR UNRECORDED, AFFECTING THE SUBJECT PROPERTY, WHICH ARE NOT SHOWN HEREON.

RECORD BOUNDARY LINES WERE BEST-FIT TO FOUND MONUMENTS LOCATED AT PART OF THIS SURVEY OR PREVIOUSLY SURVEYED BY WHITSON ENGINEERS AND RELATED TO THE PROJECT COORDINATE SYSTEM BY SURVEYED TIES TO COMMON CONTROL POINTS.

4. DISTANCES AND DIMENSIONS SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

5. BENCHMARK: PT. NO. 270. ELEVATION: 169.51' NAVD88

A PREVIOUSLY ESTABLISHED ELEVATION OF 169.51' RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) WAS HELD FOR A "MAG" NAIL AND WASHER STAMPED "WHITSON ENGINEERS" AND DESIGNATED POINT NUMBER 270 HEREON. ELEVATIONS WERE DETERMINED USING GNSS SATELLITE OBSERVATIONS AND UTILIZING THE GEOID18 GEOID MODEL.

6. LOCATION OF UNDERGROUND UTILITIES WAS NOT WITHIN THE SCOPE OF THIS SURVEY. WITH THE EXCEPTION OF OBSERVED FACILITIES, UNDERGROUND UTILITIES ARE NOT SHOWN. UNDERGROUND PIPE SIZES, WHERE SHOWN, ARE BASED ON VISUAL OBSERVATION FROM THE SURFACE AND ARE APPROXIMATE.

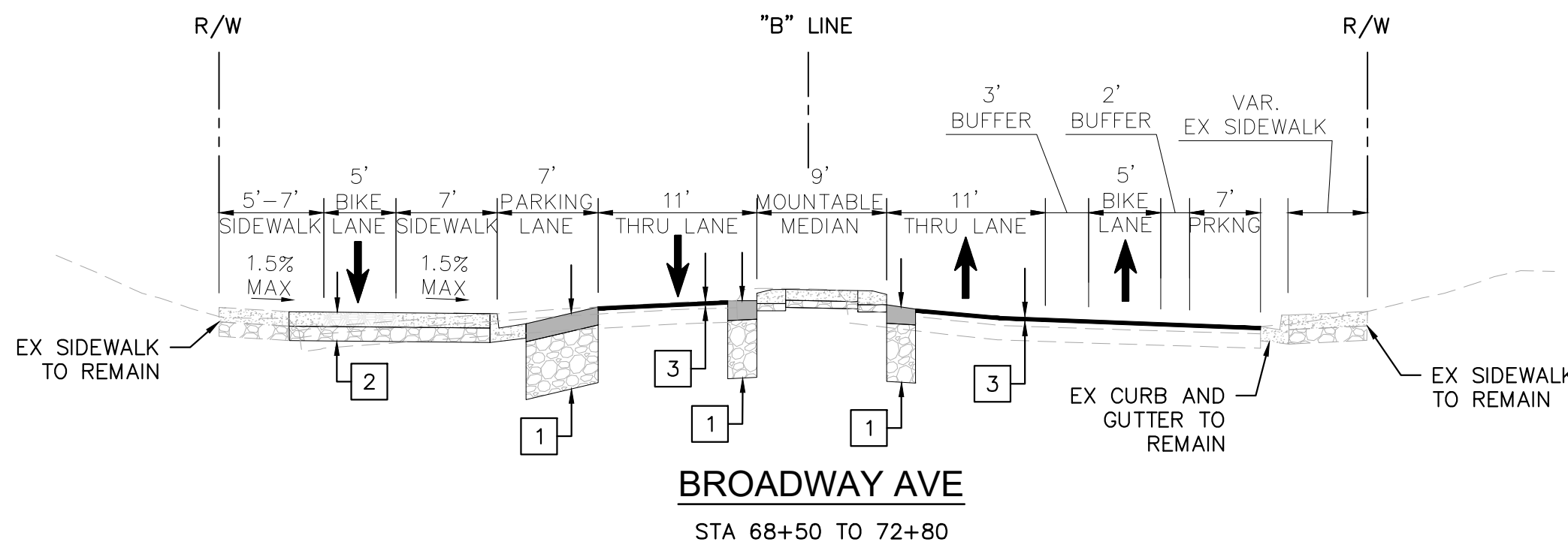
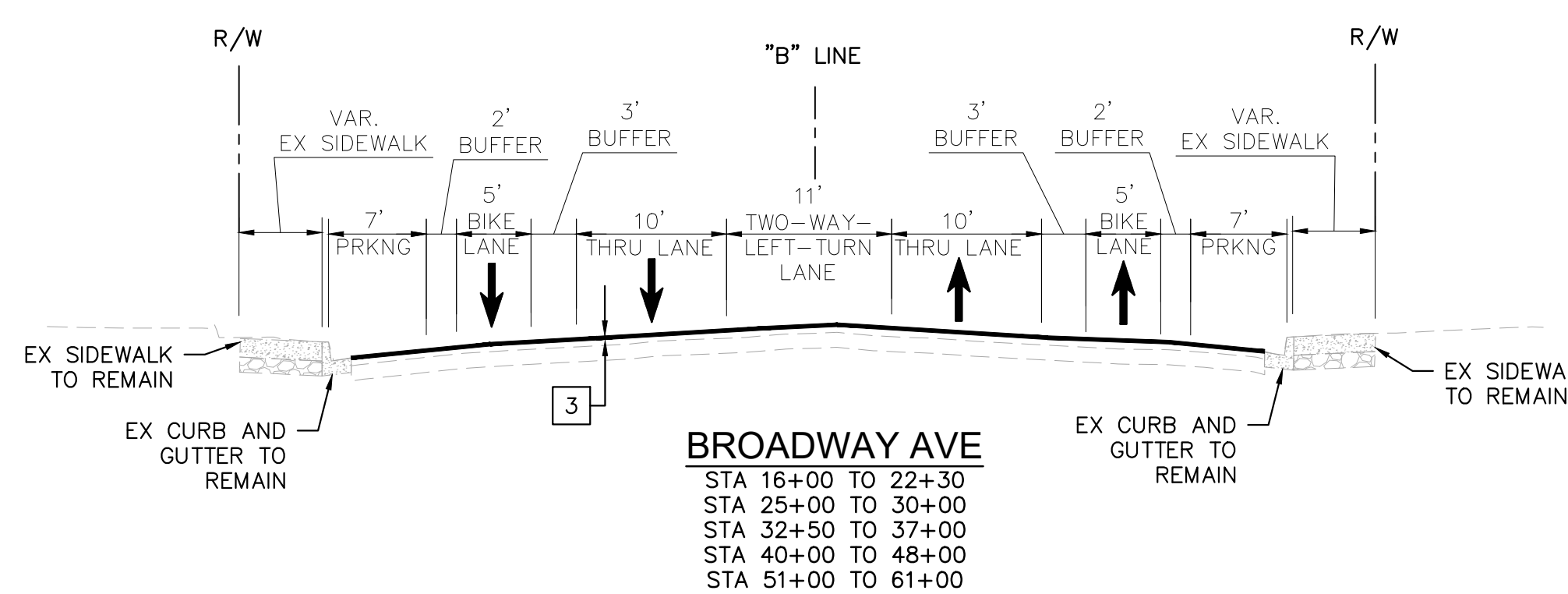
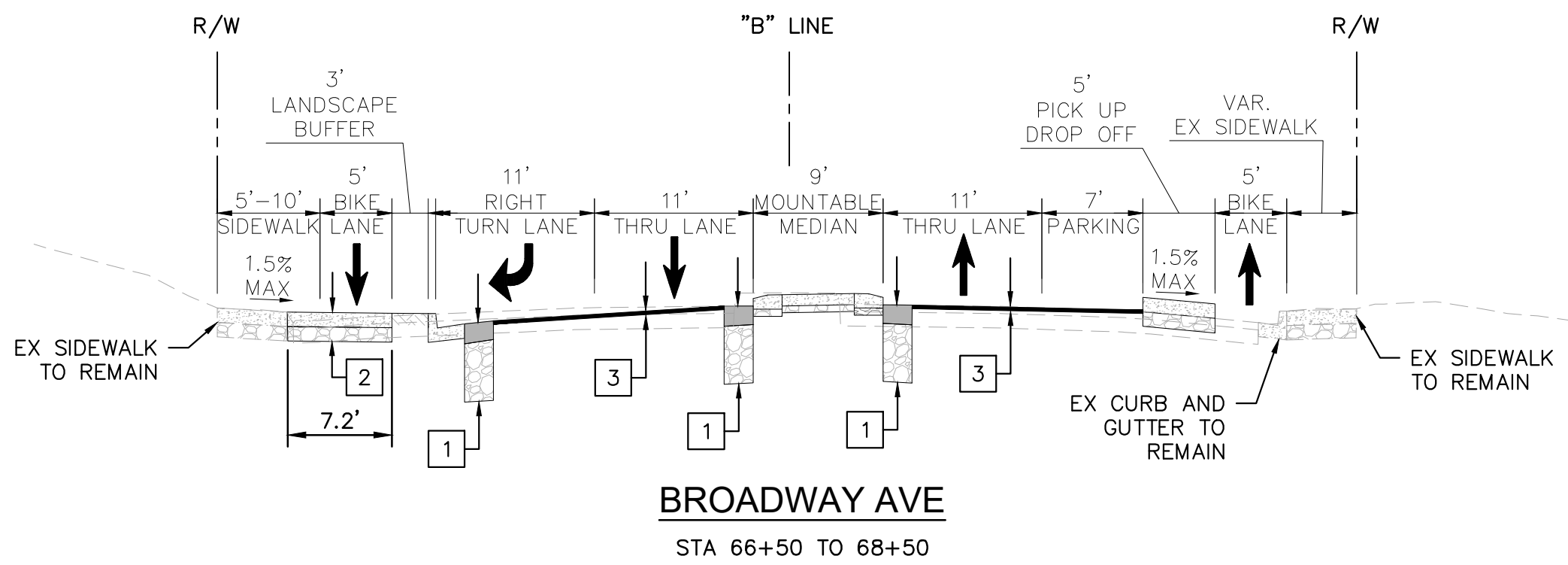
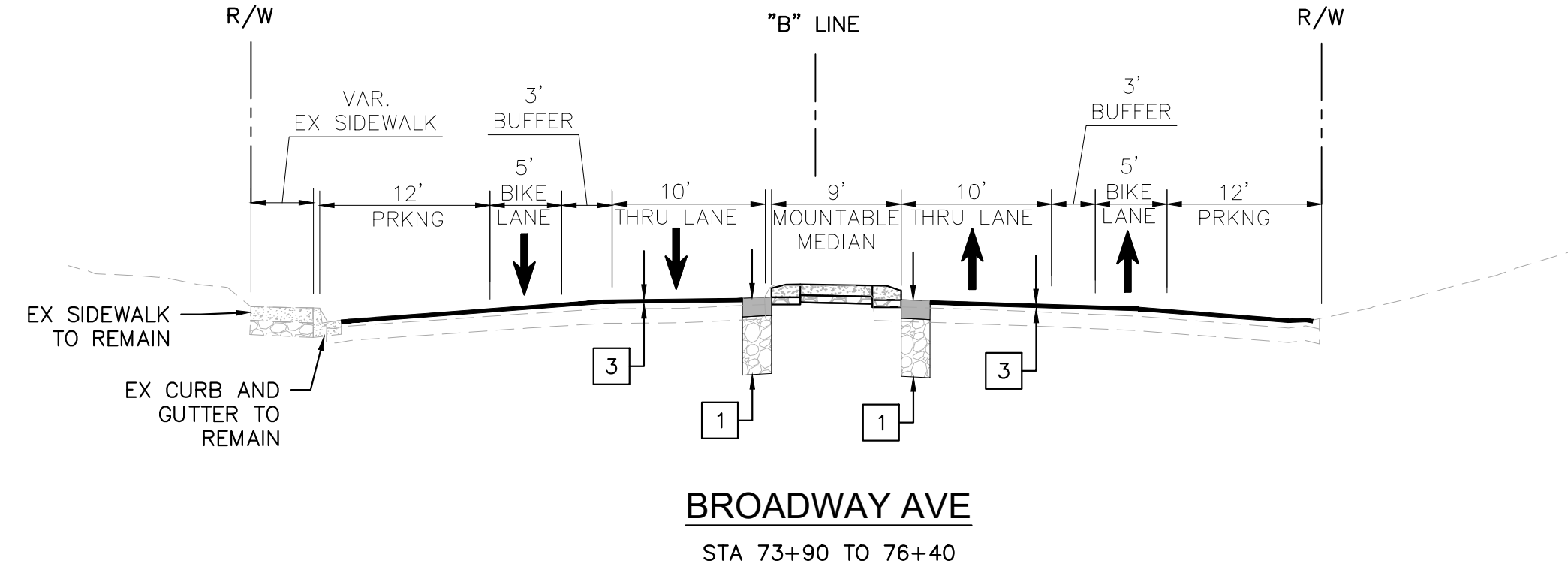
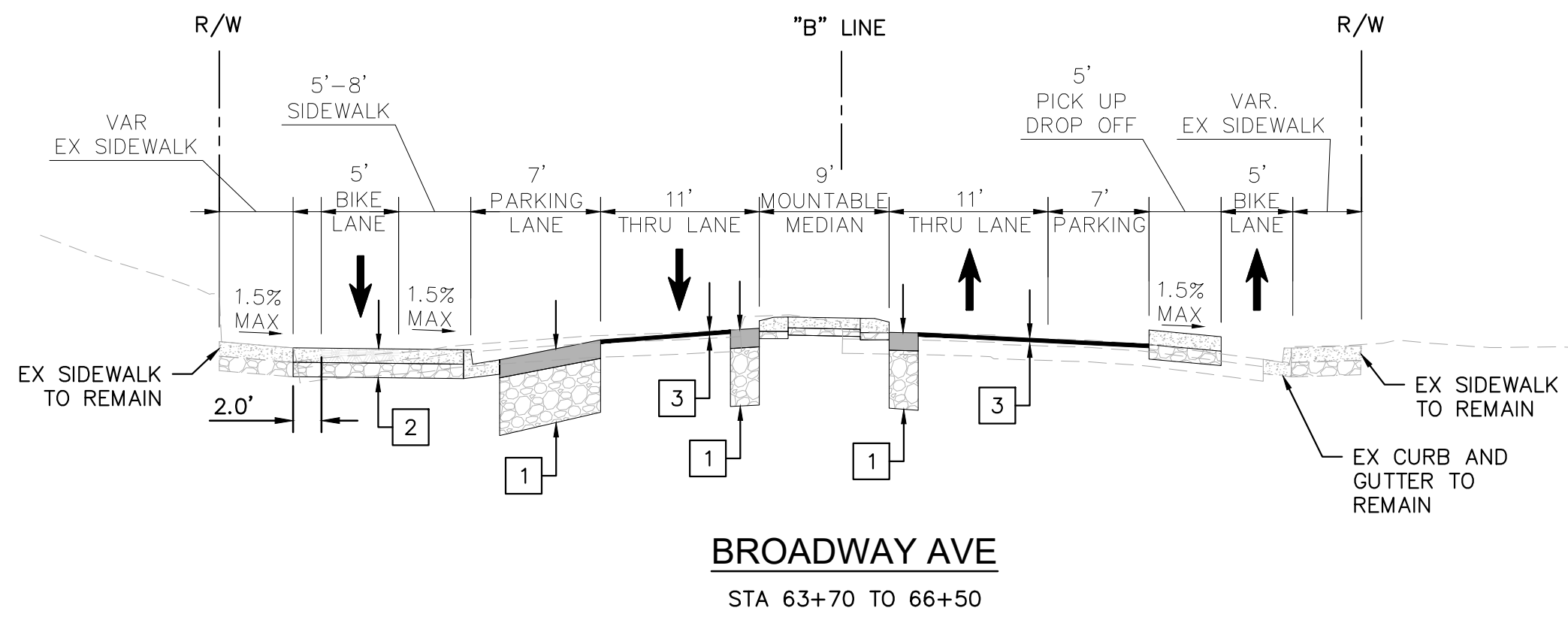
7. THE EXISTENCE, LOCATION AND DEPTH OF ALL UTILITIES MUST BE VERIFIED BY POSITIVE LOCATION (POTHOLING) BY THE CONSTRUCTION CONTRACTOR PRIOR TO EXCAVATION OR ANY CONSTRUCTION WHICH MAY BE AFFECTED BY THE LOCATION OR ELEVATION OF THE UTILITY.

8. DIAMETERS OF TREES ARE SHOWN IN INCHES MEASURED AT BREAST HEIGHT. TREES SMALLER THAN 4" WERE NOT LOCATED AS PART OF THIS SURVEY.

FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES



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Checked By:	DC
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CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS
HORIZONTAL CONTROL & TYPICAL SECTIONS
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number

Sheet Number
4 of 75

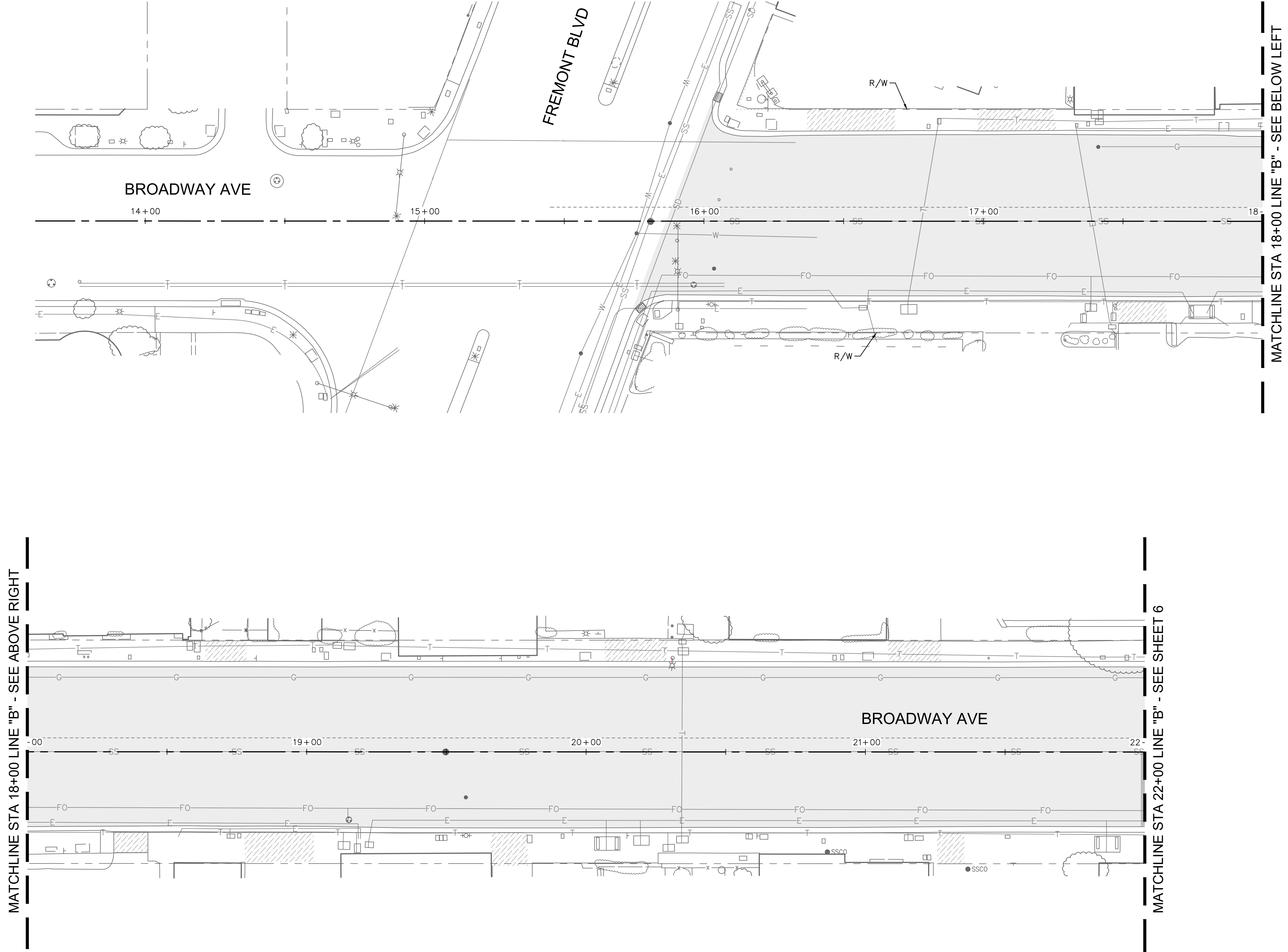
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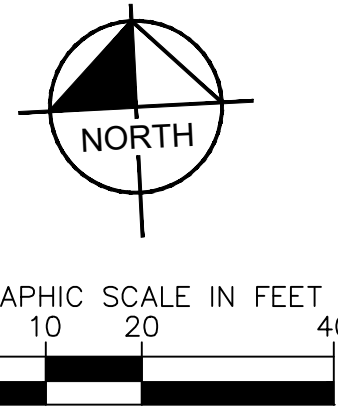
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- LEGEND**
- REMOVE ASPHALT CONCRETE PAVEMENT AND AGGREGATE BASE
 - REMOVE PCC SIDEWALK, CURB RAMP AND DRIVEWAY
 - GRIND AND OVERLAY (2" MIN)
 - SLURRY SEAL
 - SAWCUT



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CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS

DEMOLITION PLANS

BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number
DM-01

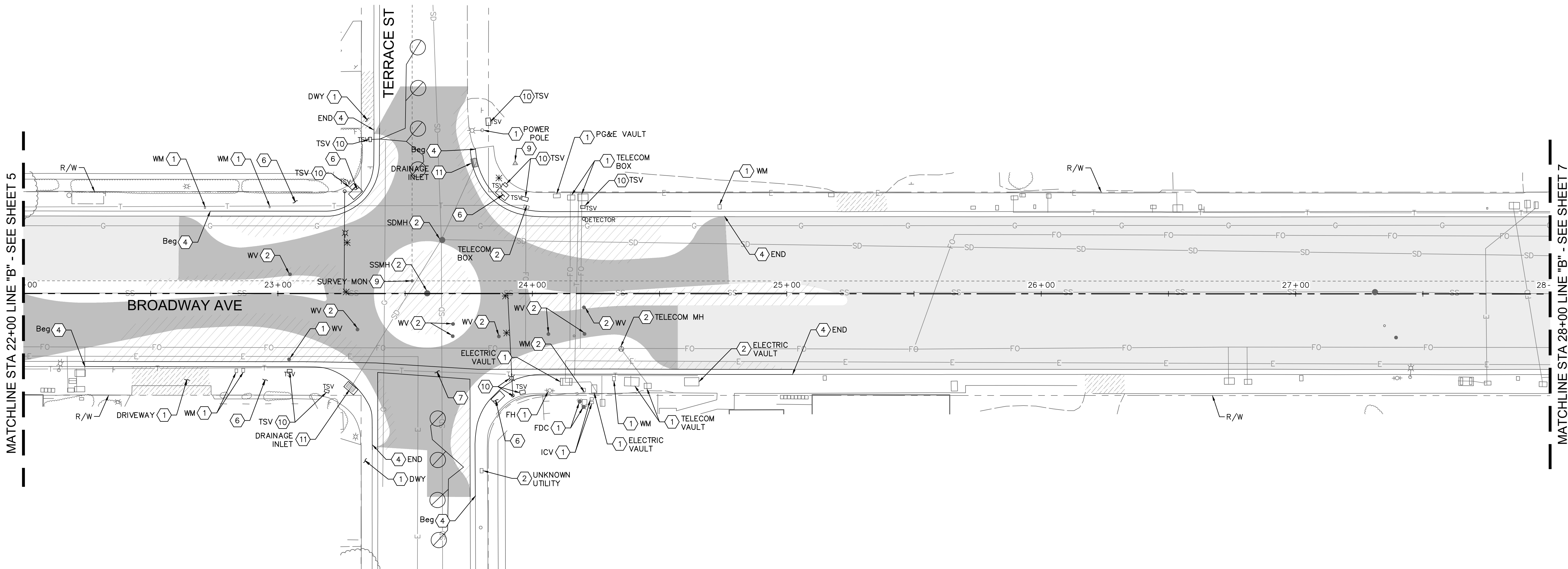
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Sheet **5** of **75**

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PRELIMINARY DESIGN
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MAY 2023

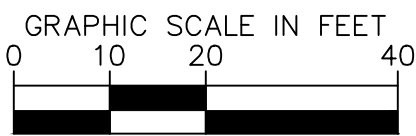
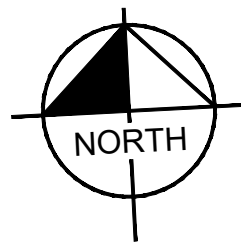


DEMOLITION NOTES

- 1 PROTECT IN PLACE.
- 2 ADJUST TO GRADE.
- 3 RELOCATE.
- 4 REMOVE CONCRETE CURB & GUTTER.
- 6 REMOVE CONCRETE SIDEWALK.
- 7 REMOVE CONCRETE CROSS GUTTER.
- 9 EXISTING SURVEY MONUMENT. REFER TO SURVEY MONUMENT NOTES ON SHEET 3 FOR SURVEY MONUMENT NUMBER, LOCATION, DESCRIPTION AND PRESERVATION REQUIREMENTS.
- 10 REMOVE AND SALVAGE EXISTING TRAFFIC SIGNAL CONTROLLER CABINET, SERVICE CABINET, AND POLES. VAULTS, PULL BOXES, AND CONDUIT TO BE ABANDONED IN PLACE.

LEGEND

- REMOVE ASPHALT CONCRETE PAVEMENT AND AGGREGATE BASE
- REMOVE PCC SIDEWALK, CURB RAMP AND DRIVEWAY
- GRIND AND OVERLAY (2" MIN)
- SLURRY SEAL
- SAWCUT



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CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS

DEMOLITION PLANS
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

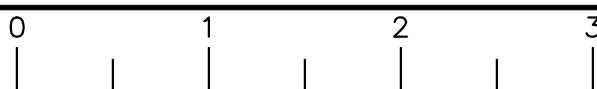
City of Seaside
440 Harcourt Ave
Seaside, CA 93955

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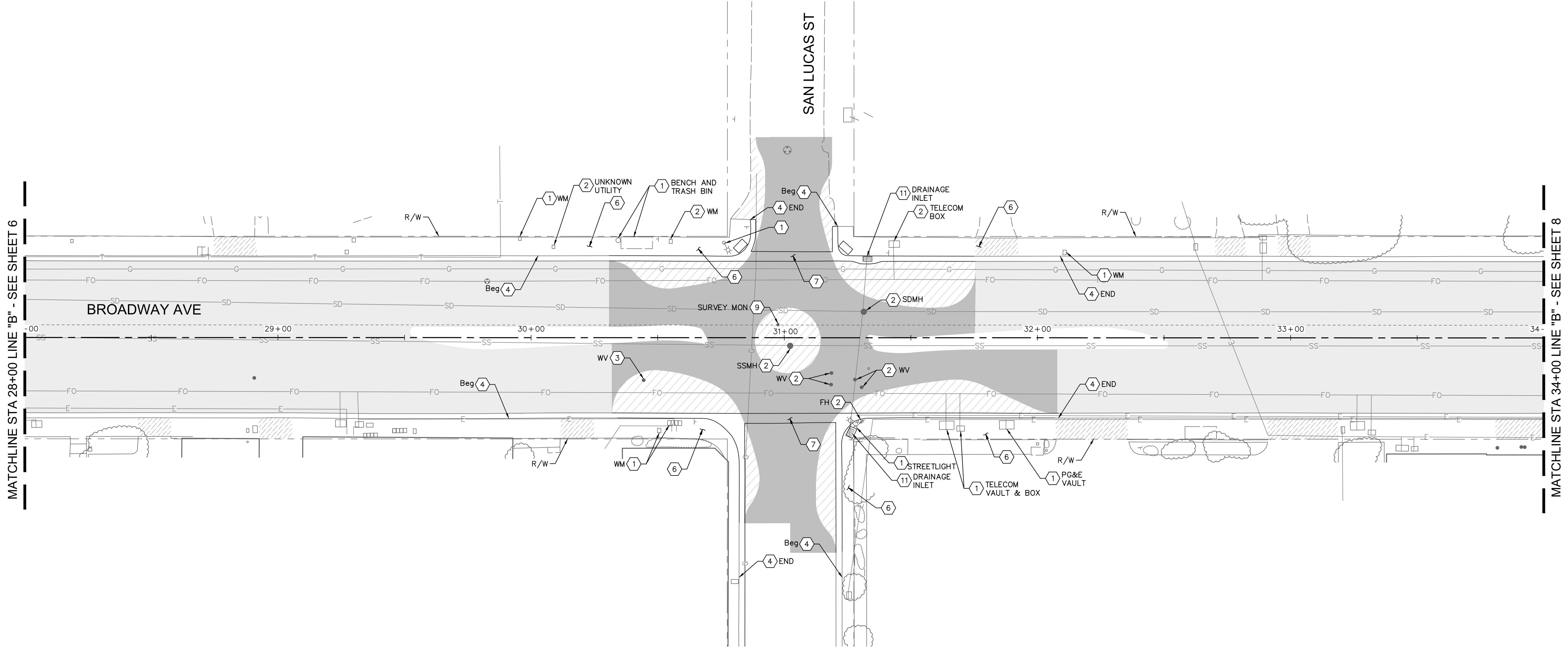
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Sheet 6 of 75

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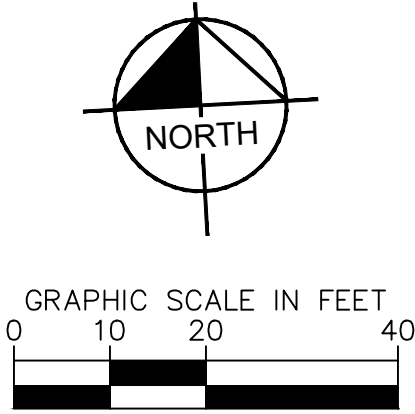


DEMOLITION NOTES

- 1 PROTECT IN PLACE.
- 2 ADJUST TO GRADE.
- 3 RELOCATE.
- 4 REMOVE CONCRETE CURB & GUTTER.
- 6 REMOVE CONCRETE SIDEWALK.
- 7 REMOVE CONCRETE CROSS GUTTER.

LEGEND

- REMOVE ASPHALT CONCRETE PAVEMENT AND AGGREGATE BASE
- REMOVE PCC SIDEWALK, CURB RAMP AND DRIVEWAY
- GRIND AND OVERLAY (2" MIN)
- SLURRY SEAL
- SAWCUT



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CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS
DEMOLITION PLANS
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number
DM-03
Sheet Number
7 of 75

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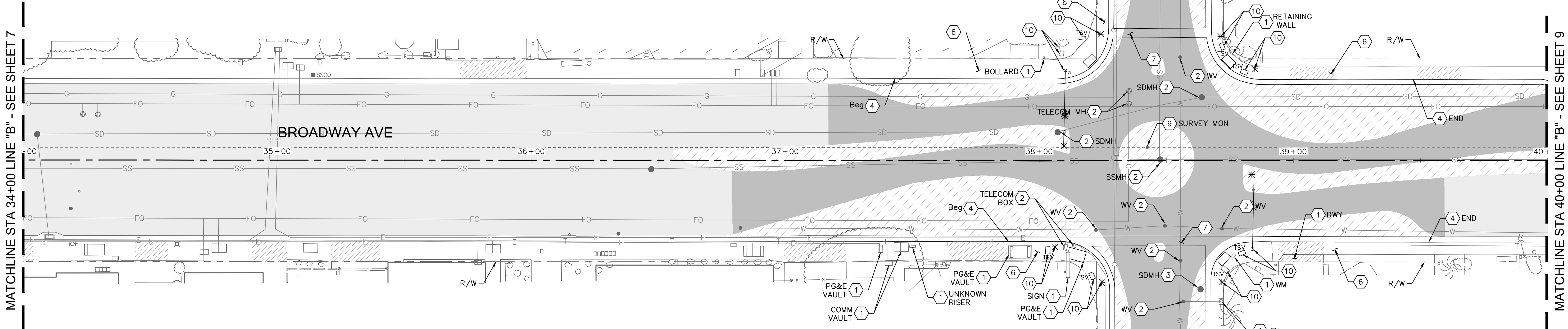
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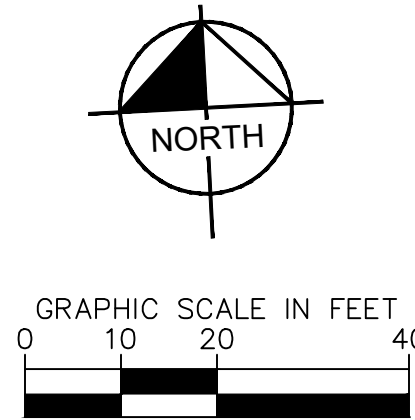


DEMOLITION NOTES

- 1 PROTECT IN PLACE.
- 2 ADJUST TO GRADE.
- 3 RELOCATE.
- 4 REMOVE CONCRETE CURB & GUTTER.
- 6 REMOVE CONCRETE SIDEWALK.
- 7 REMOVE CONCRETE CROSS GUTTER.

LEGEND

- REMOVE ASPHALT CONCRETE PAVEMENT AND AGGREGATE BASE
- REMOVE PCC SIDEWALK, CURB RAMP AND DRIVEWAY
- GRIND AND OVERLAY (2" MIN)
- SLURRY SEAL
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CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS
DEMOLITION PLANS
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

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440 Harcourt Ave
Seaside, CA 93955

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DM-04

Sheet Number

Sheet 8 of 75

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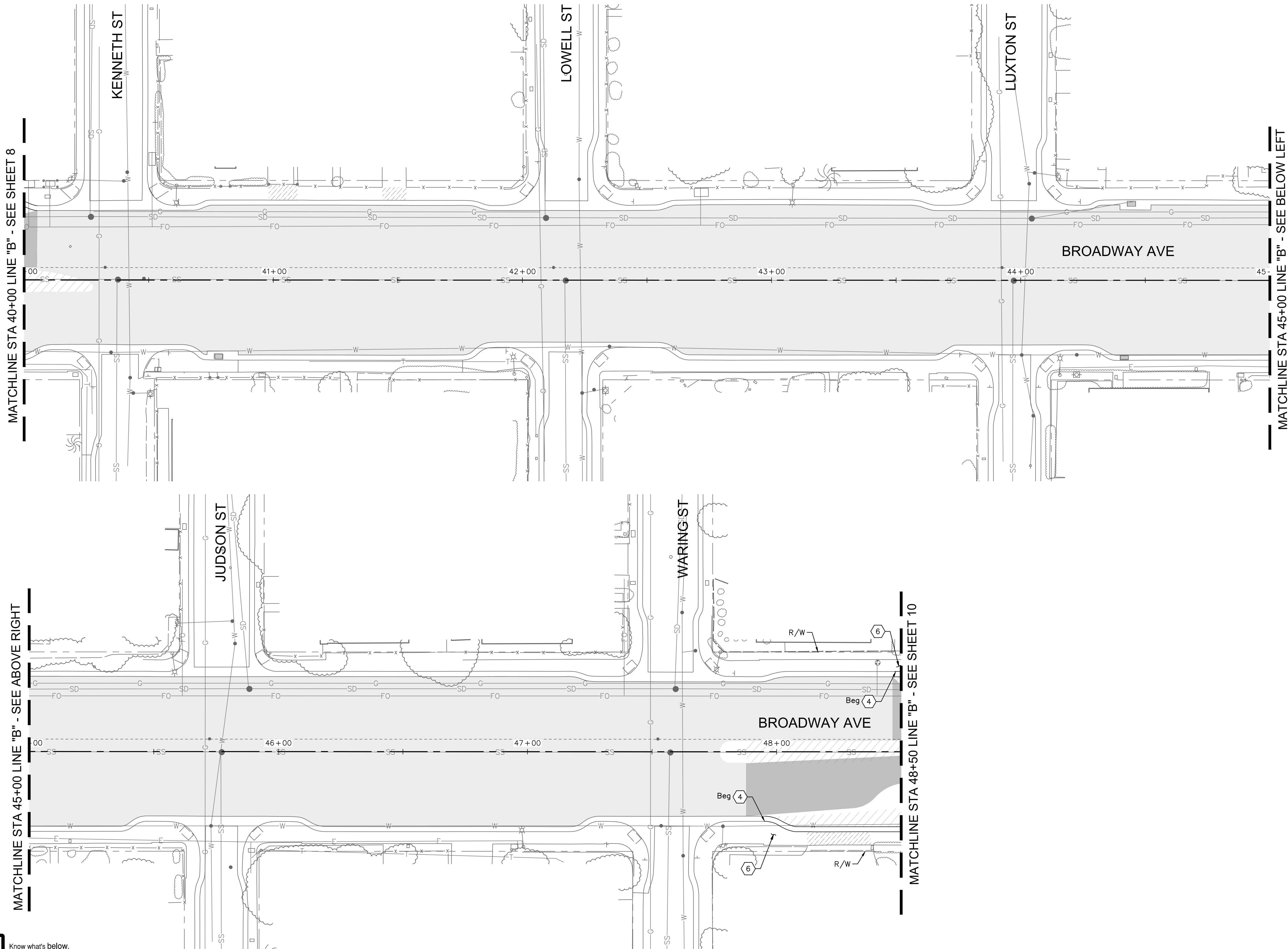
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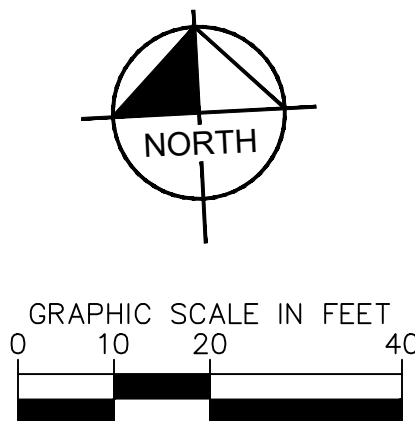


DEMOLITION NOTES

4 REMOVE CONCRETE CURB & GUTTER.

LEGEND

- REMOVE ASPHALT CONCRETE PAVEMENT AND AGGREGATE BASE
- REMOVE PCC SIDEWALK, CURB RAMP AND DRIVEWAY
- GRIND AND OVERLAY (2" MIN)
- SLURRY SEAL
- SAWCUT



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DEPARTMENT OF PUBLIC WORKS
DEMOLITION PLANS
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
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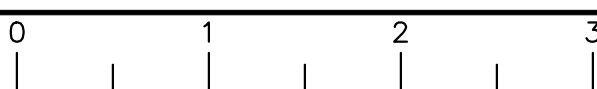
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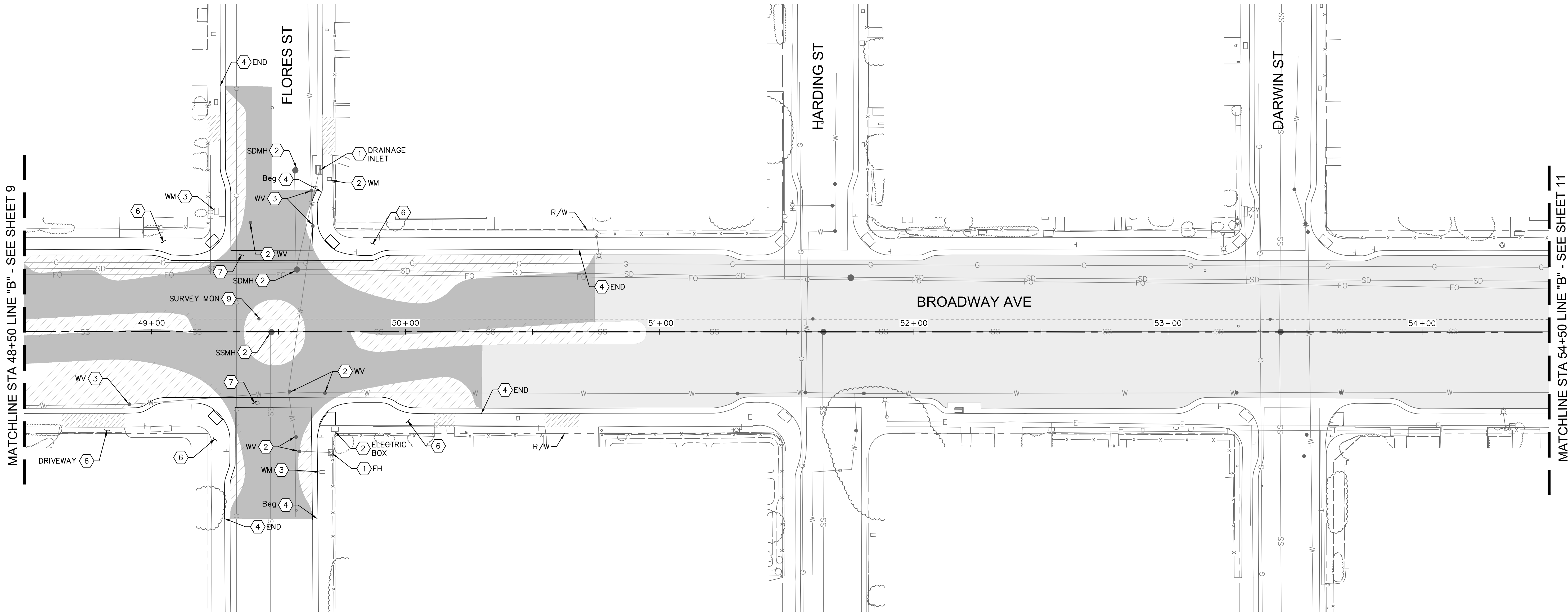
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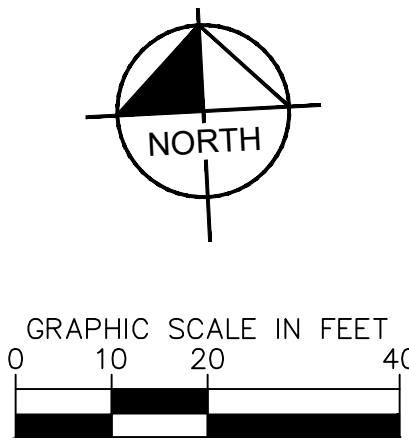


DEMOLITION NOTES

- 1 PROTECT IN PLACE.
- 2 ADJUST TO GRADE.
- 3 RELOCATE.
- 4 REMOVE CONCRETE CURB & GUTTER.
- 6 REMOVE CONCRETE SIDEWALK.
- 7 REMOVE CONCRETE CROSS GUTTER.
- 9 EXISTING SURVEY MONUMENT. REFER TO SURVEY MONUMENT NOTES ON SHEET 3 FOR SURVEY MONUMENT NUMBER, LOCATION, DESCRIPTION AND PRESERVATION REQUIREMENTS.

LEGEND

- REMOVE ASPHALT CONCRETE PAVEMENT AND AGGREGATE BASE
- REMOVE PCC SIDEWALK, CURB RAMP AND DRIVEWAY
- GRIND AND OVERLAY (2" MIN)
- SLURRY SEAL
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CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS

DEMOLITION PLANS

BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
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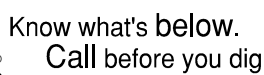
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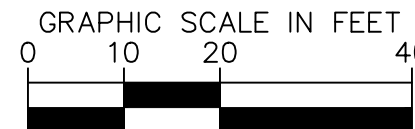


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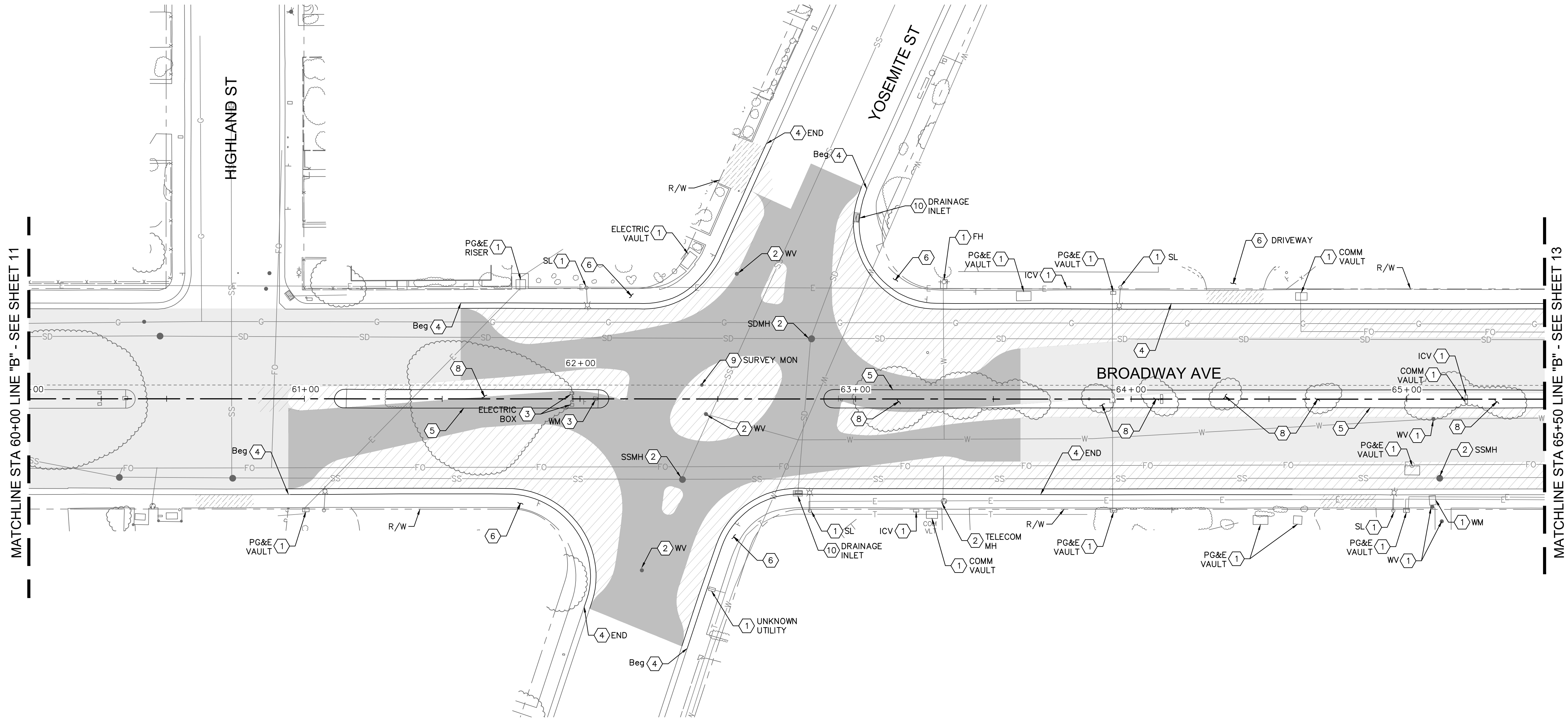
	REMOVE ASPHALT CONCRETE PAVEMENT AND AGGREGATE BASE
	REMOVE PCC SIDEWALK, CURB RAMP AND DRIVEWAY
	GRIND AND OVERLAY (2" MIN)
	SLURRY SEAL
	SAWCUT



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ORIGINAL SCALE IS IN INCHES



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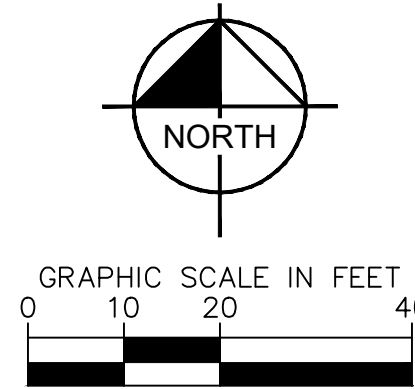


DEMOLITION NOTES

- 1 PROTECT IN PLACE.
- 2 ADJUST TO GRADE.
- 3 RELOCATE.
- 4 REMOVE CONCRETE CURB & GUTTER.
- 5 REMOVE CONCRETE CURBED MEDIAN.
- 6 REMOVE CONCRETE SIDEWALK.
- 8 REMOVE TREE.
- 9 EXISTING SURVEY MONUMENT. REFER TO SURVEY MONUMENT NOTES ON SHEET 3 FOR SURVEY MONUMENT NUMBER, LOCATION, DESCRIPTION AND PRESERVATION REQUIREMENTS.
- 10 REMOVE AND SALVAGE EXISTING TRAFFIC SIGNAL CONTROLLER CABINET, SERVICE CABINET, AND POLES. VAULTS, PULL BOXES, AND CONDUIT TO BE ABANDONED IN PLACE.

LEGEND

- REMOVE ASPHALT CONCRETE PAVEMENT AND AGGREGATE BASE
- REMOVE PCC SIDEWALK, CURB RAMP AND DRIVEWAY
- GRIND AND OVERLAY (2" MIN)
- SLURRY SEAL
- SAWCUT



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Checked By:	DC
Consultant's Job No.	197063006



CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS
DEMOLITION PLANS
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number
DM-08

Sheet Number
12 of 75

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ORIGINAL SCALE IS IN INCHES



PRELIMINARY DESIGN
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MATCHLINE STA 65+50 LINE "B" - SEE SHEET 19

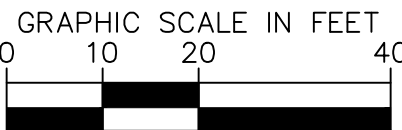
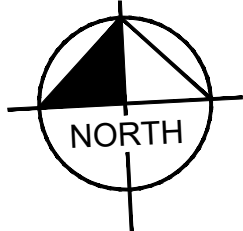
MATCHLINE STA 70+50 LINE "B" - SEE BELOW LEFT

DEMOLITION NOTES

- 1 PROTECT IN PLACE.
- 2 ADJUST TO GRADE.
- 3 RELOCATE.
- 4 REMOVE CONCRETE CURB & GUTTER.
- 5 REMOVE CONCRETE CURBED MEDIAN.
- 6 REMOVE CONCRETE SIDEWALK.
- 8 REMOVE TREE.
- 9 EXISTING SURVEY MONUMENT. REFER TO SURVEY MONUMENT NOTES ON SHEET 3 FOR SURVEY MONUMENT NUMBER, LOCATION, DESCRIPTION AND PRESERVATION REQUIREMENTS.
- 10 REMOVE AND SALVAGE EXISTING TRAFFIC SIGNAL CONTROLLER CABINET, SERVICE CABINET, AND POLES, VAULTS, PULL BOXES, AND CONDUIT TO BE ABANDONED IN PLACE.

LEGEND

- REMOVE ASPHALT CONCRETE PAVEMENT AND AGGREGATE BASE
- REMOVE PCC SIDEWALK, CURB RAMP AND DRIVEWAY
- GRIND AND OVERLAY (2" MIN)
- SLURRY SEAL
- SAWCUT



MATCHLINE STA 70+50 LINE "B" - SEE ABOVE RIGHT

MATCHLINE STA 75+50 LINE "B" - SEE SHEET 14

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DEMOLITION PLANS
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

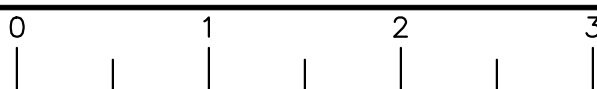
City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number
DM-09

Sheet Number

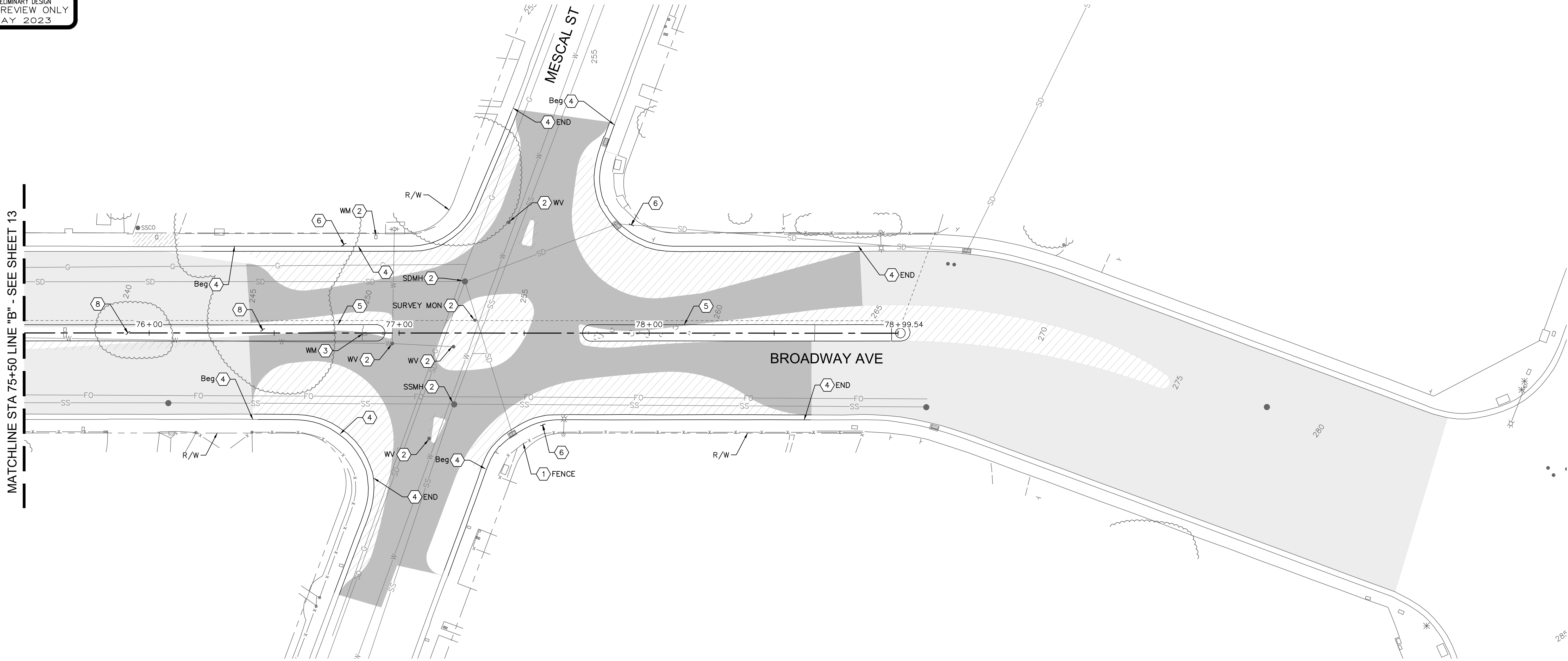
Sheet **13** of **75**

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PRELIMINARY DESIGN
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MATCHLINE STA 75+50 LINE "B" - SEE SHEET 13

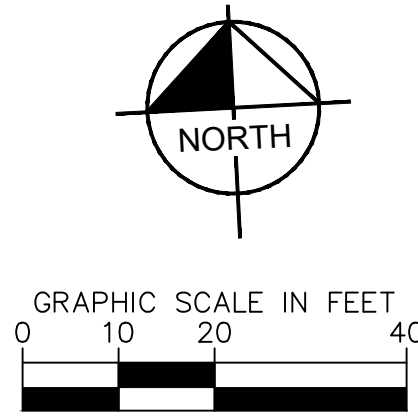


DEMOLITION NOTES

- 1 PROTECT IN PLACE.
- 2 ADJUST TO GRADE.
- 3 RELOCATE.
- 4 REMOVE CONCRETE CURB & GUTTER.
- 5 REMOVE CONCRETE CURBED MEDIAN.
- 6 REMOVE CONCRETE SIDEWALK.
- 8 REMOVE TREE.

LEGEND

- REMOVE ASPHALT CONCRETE PAVEMENT AND AGGREGATE BASE
- REMOVE PCC SIDEWALK, CURB RAMP AND DRIVEWAY
- GRIND AND OVERLAY (2" MIN)
- SLURRY SEAL
- SAWCUT



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DEPARTMENT OF PUBLIC WORKS

DEMOLITION PLANS

BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

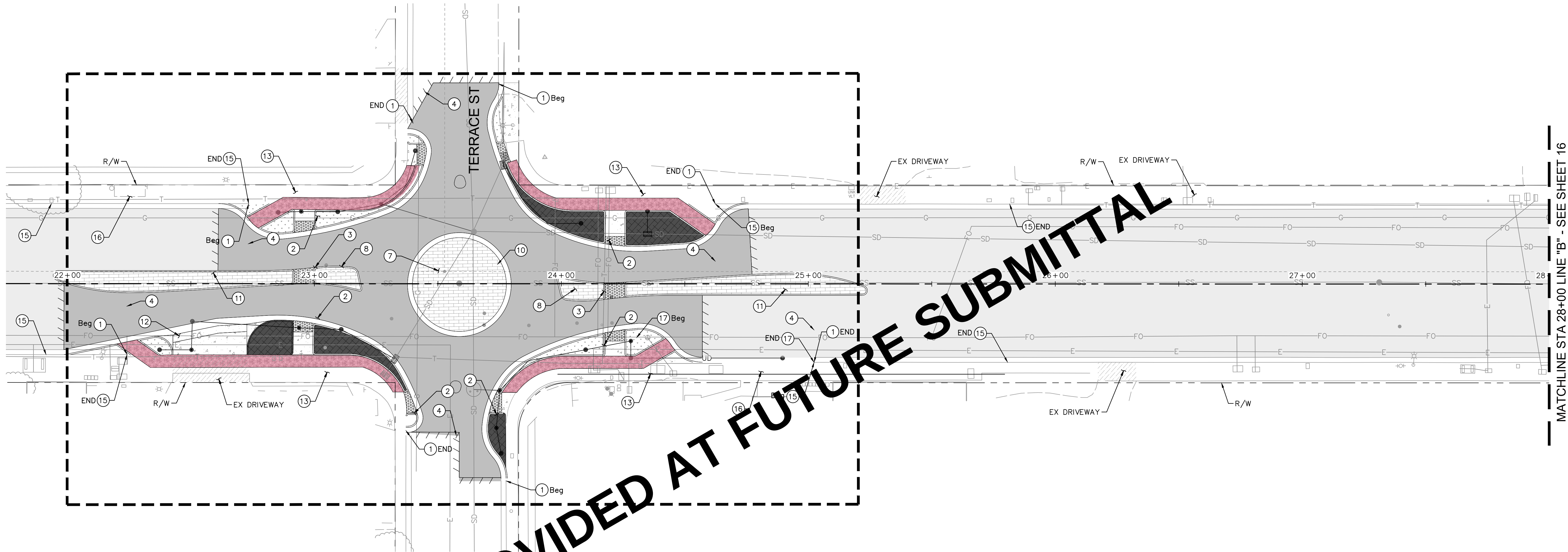
City of Seaside
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Seaside, CA 93955

Drawing Number	DM-11
Sheet Number	14 of 75

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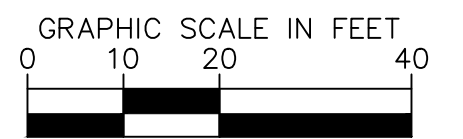
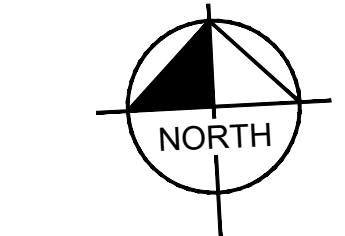
CONSTRUCTION NOTES

- 6" CURB AND GUTTER PER 2022 CALTRANS STD PLAN A87A.
- CURB RAMP PER 2022 CALTRANS STD PLAN A88A.
- ISLAND PASSAGEWAY PER 2022 CALTRANS STD PLAN A88B.
- SAWCUT PER DETAIL A ON SHEET XX
- TRUCK APRON PER DETAIL 1 ON SHEET L-01.
- NEIGHBORHOOD TRAFFIC CIRCLE SPLITTER ISLAND PER DETAIL X ON SHEET XX.
- MOUNTABLE ROUNDABOUT CURB PER DETAIL 1 ON SHEET L-01.
- MEDIAN CURB.
- PCC BIKE RAMP.
- 4" PCC SIDEWALK.
- EXISTING RED CURB TO REMAIN. LENGTH PER PLAN.
- EXISTING BUS STOP AND PAD TO REMAIN.
- PAINT CURB RED.

- PCC CONCRETE (CURB RAMPS, SIDEWALK, AND DRIVEWAYS)
- MOUNTABLE TRUCK APRON
- LANDSCAPING -- SEE LANDSCAPE SHEETS
- HMA OVERLAY (2" MIN)
- SLURRY SEAL
- SAWCUT



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BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

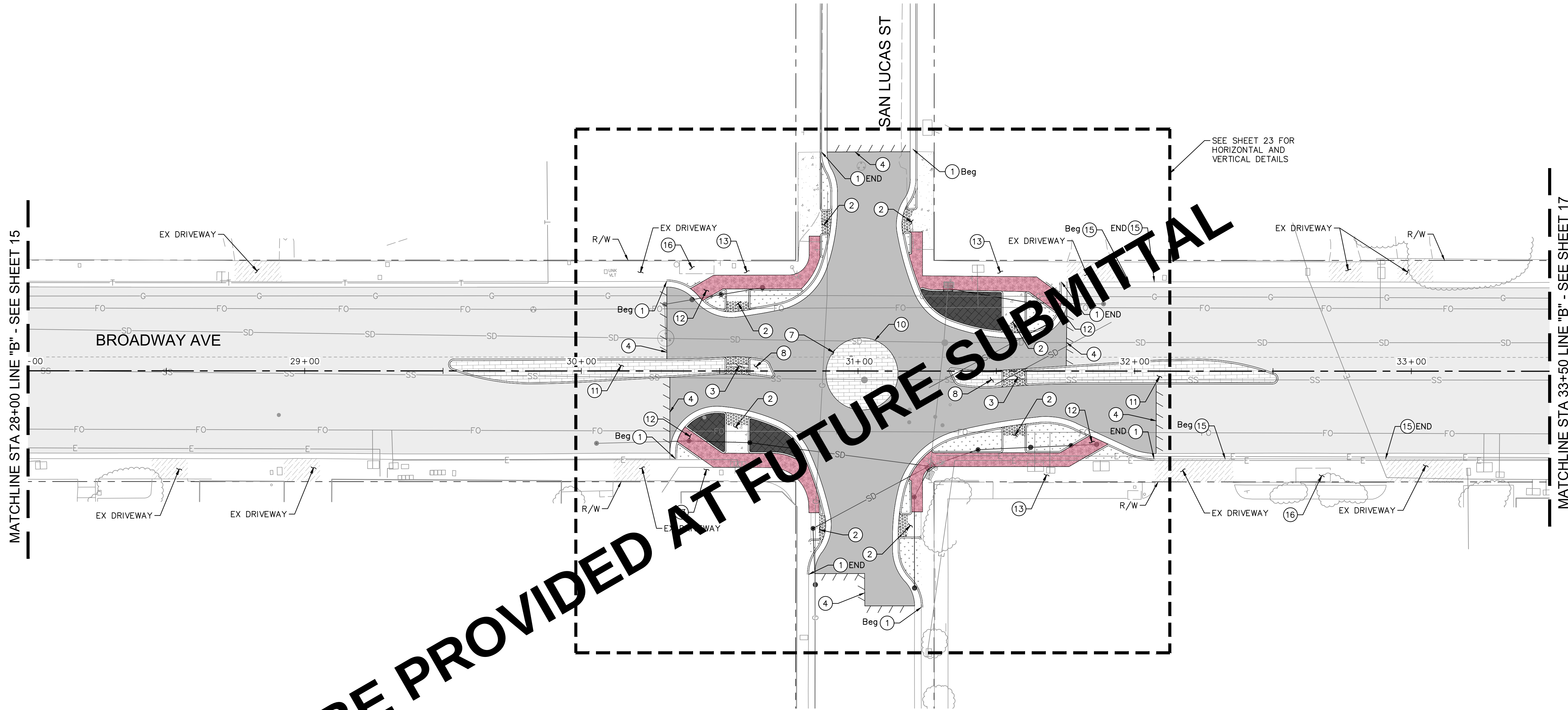
Drawing Number
L-01

Sheet Number

Sheet 15 of 75

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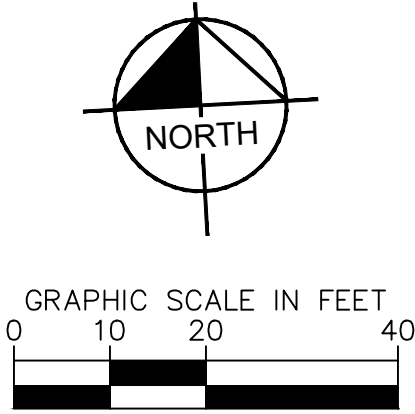


CONSTRUCTION NOTES

- ① 6" CURB AND GUTTER PER 2022 CALTRANS STD PLAN A87A.
- ② CURB RAMP PER 2022 CALTRANS STD PLAN A88A.
- ③ ISLAND PASSAGEWAY PER 2022 CALTRANS STD PLAN A88B.
- ④ SAWCUT PER DETAIL A ON SHEET XX
- ⑦ TRUCK APRON PER DETAIL 1 ON SHEET L-01.
- ⑧ NEIGHBORHOOD TRAFFIC CIRCLE SPLITTER ISLAND PER DETAIL X ON SHEET XX.
- ⑩ MOUNTABLE ROUNDABOUT CURB PER DETAIL 1 ON SHEET L-01.
- ⑪ MEDIAN CURB.
- ⑫ PCC BIKE RAMP.
- ⑬ 4" PCC SIDEWALK.
- ⑮ EXISTING RED CURB TO REMAIN. LENGTH PER PLAN.
- ⑯ EXISTING BUS STOP AND PAD TO REMAIN.

LEGEND

- PCC CONCRETE (CURB RAMPS, SIDEWALK, AND DRIVEWAYS)
- MOUNTABLE TRUCK APRON
- LANDSCAPING - SEE LANDSCAPE SHEETS
- HMA OVERLAY (2" MIN)
- SLURRY SEAL
- SAWCUT



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LAYOUT PLANS
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside Monterey County California	Drawing Number L-02
City of Seaside 440 Harcourt Ave Seaside, CA 93955	Sheet Number 16 of 75

PRELIMINARY DESIGN
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SEE SHEET 24 FOR
HORIZONTAL AND
VERTICAL DETAILS

MATCHLINE STA 34+50 LINE "B" - SEE SHEET 16

BROADWAY AVE

NOCHE BUENA ST

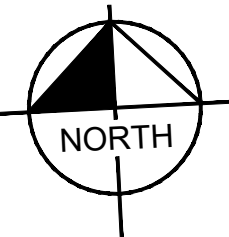
KENNETH ST

CONSTRUCTION NOTES

- 1 6" CURB AND GUTTER PER 2022 CALTRANS STD PLAN A87A.
- 2 CURB RAMP PER 2022 CALTRANS STD PLAN A88A.
- 3 ISLAND PASSAGEWAY PER 2022 CALTRANS STD PLAN A88B.
- 4 SAWCUT PER DETAIL A ON SHEET XX
- 5 PCC DRIVEWAY.
- 7 TRUCK APRON PER DETAIL 1 ON SHEET L-01.
- 8 NEIGHBORHOOD TRAFFIC CIRCLE SPLITTER ISLAND PER DETAIL X ON SHEET XX.
- 10 MOUNTABLE ROUNDABOUT CURB PER DETAIL 1 ON SHEET L-01.
- 11 MEDIAN CURB.
- 12 PCC BIKE RAMP.
- 13 4" PCC SIDEWALK.
- 15 EXISTING RED CURB TO REMAIN. LENGTH PER PLAN.
- 16 EXISTING BUS STOP AND PAD TO REMAIN.

LEGEND

- | | |
|--|--|
| | PCC CONCRETE (CURB RAMPS, SIDEWALK, AND DRIVEWAYS) |
| | MOUNTABLE TRUCK APRON |
| | LANDSCAPING - SEE LANDSCAPE SHEETS |
| | HMA OVERLAY (2" MIN) |
| | SLURRY SEAL |
| | SAWCUT |



GRAPHIC SCALE IN FEET
0 10 20 40

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LAYOUT PLANS
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number
L-03

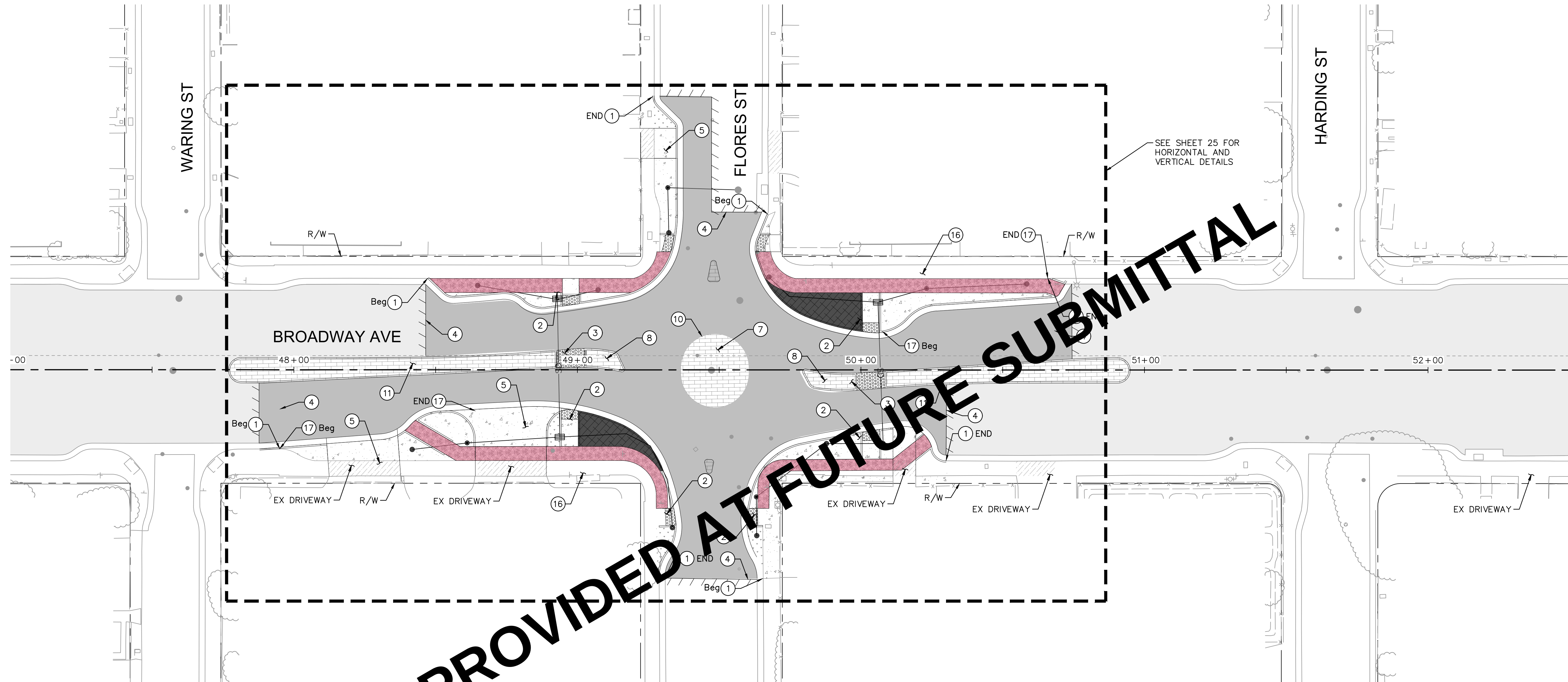
Sheet Number

Sheet 17 of 75

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0 1 2 3

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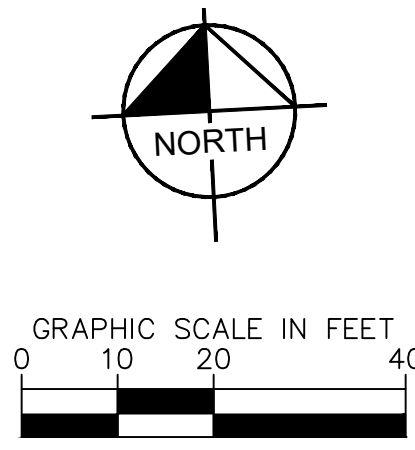


CONSTRUCTION NOTES

- 1 CONSTRUCT 6" CURB AND GUTTER PER 2022 CALTRANS STD PLAN A87A.
- 2 CONSTRUCT CURB RAMP PER 2022 CALTRANS STD PLAN A88A.
- 3 CONSTRUCT ISLAND PASSAGEWAY PER 2022 CALTRANS STD PLAN A88B.
- 4 SAWCUT PER DETAIL A ON SHEET XX.
- 5 CONSTRUCT PCC DRIVEWAY.
- 7 CONSTRUCT TRUCK APRON PER DETAIL 1 ON SHEET L-01.
- 8 CONSTRUCT NEIGHBORHOOD TRAFFIC CIRCLE SPLITTER ISLAND PER DETAIL X ON SHEET XX.
- 10 INSTALL MOUNTABLE ROUNDABOUT CURB PER DETAIL 1 ON SHEET L-01.
- 11 CONSTRUCT MEDIAN CURB.
- 16 EXISTING BUS STOP AND PAD TO REMAIN.
- 17 PAINT CURB RED.

LEGEND

- 1 PCC CONCRETE (CURB RAMPS, SIDEWALK, AND DRIVEWAYS)
- 2 MOUNTABLE TRUCK APRON
- 3 LANDSCAPING - SEE LANDSCAPE SHEETS
- 4 GRIND AND OVERLAY (2" MIN)
- 5 SLURRY SEAL
- 6 SAWCUT



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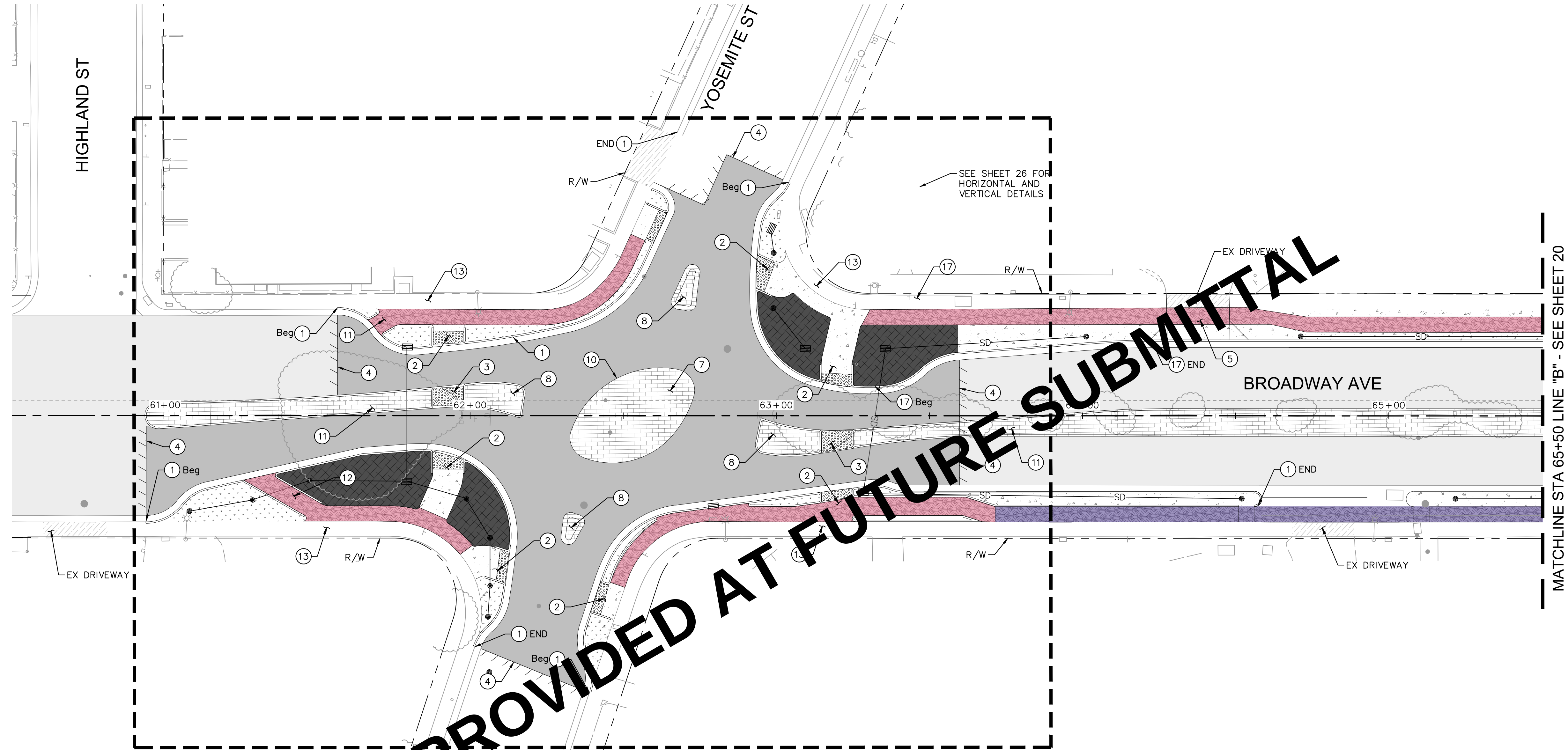
CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS

LAYOUT PLANS
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside Monterey County California	Drawing Number L-04
City of Seaside 440 Harcourt Ave Seaside, CA 93955	Sheet Number 18 of 75

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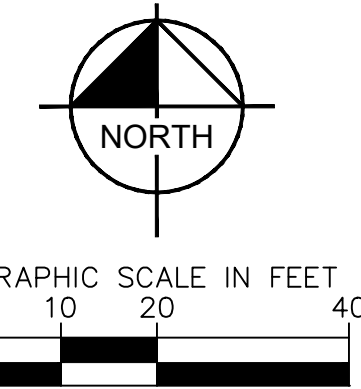


CONSTRUCTION NOTES

- 1 CONSTRUCT 6" CURB AND GUTTER PER 2022 CALTRANS STD PLAN A87A.
- 2 CONSTRUCT CURB RAMP PER 2022 CALTRANS STD PLAN A88A.
- 3 CONSTRUCT ISLAND PASSAGEWAY PER 2022 CALTRANS STD PLAN A88B.
- 4 SAWCUT PER DETAIL A ON SHEET XX.
- 5 CONSTRUCT PCC DRIVEWAY.
- 7 CONSTRUCT TRUCK APRON PER DETAIL 1 ON SHEET L-01.
- 8 CONSTRUCT NEIGHBORHOOD TRAFFIC CIRCLE SPLITTER ISLAND PER DETAIL X ON SHEET XX.
- 10 INSTALL MOUNTABLE ROUNDABOUT CURB PER DETAIL 1 ON SHEET L-01.
- 11 CONSTRUCT MEDIAN CURB.
- 12 CONSTRUCT PCC BIKE RAMP.
- 13 CONSTRUCT 4" PCC SIDEWALK.
- 17 PAINT CURB RED.

LEGEND

- | | |
|--|--|
| | PCC CONCRETE (CURB RAMPS, SIDEWALK, AND DRIVEWAYS) |
| | MOUNTABLE TRUCK APRON |
| | LANDSCAPING - SEE LANDSCAPE SHEETS |
| | GRIND AND OVERLAY (2" MIN) |
| | SLURRY SEAL |
| | SAWCUT |



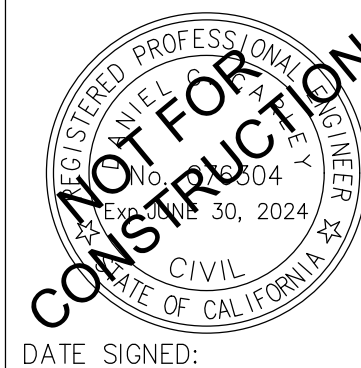
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LAYOUT PLANS
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number
L-05

Sheet Number

Sheet **19** of **75**

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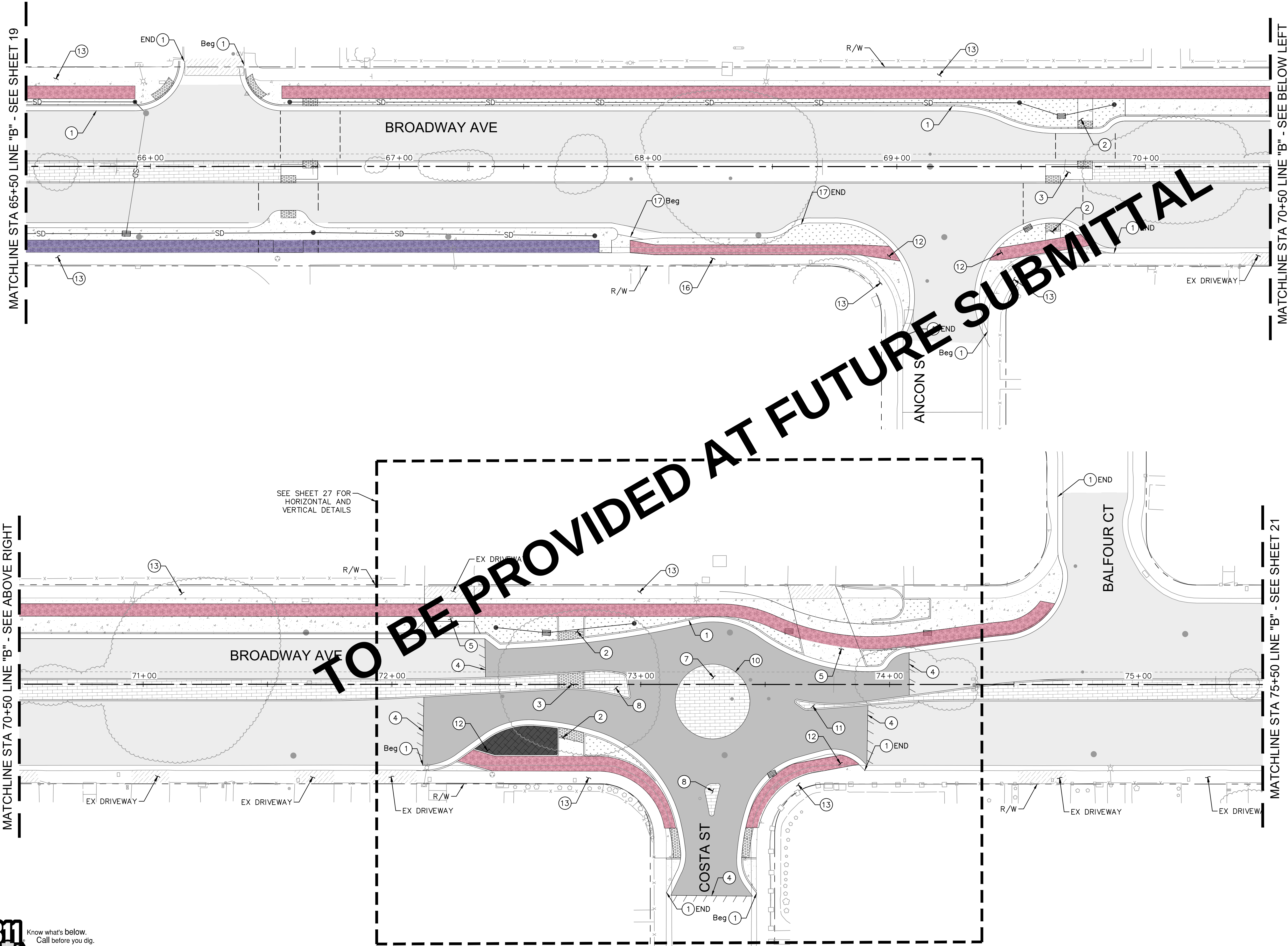
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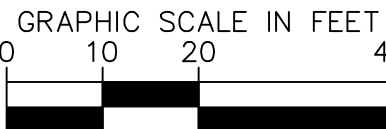
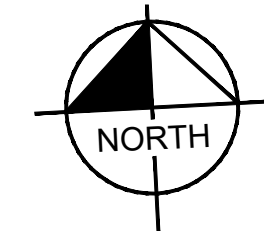


LEGEND

- PCC CONCRETE (CURB RAMPS, SIDEWALK, AND DRIVEWAYS)
- MOUNTABLE TRUCK APRON
- LANDSCAPING - SEE LANDSCAPE SHEETS
- GRIND AND OVERLAY (2" MIN)
- SLURRY SEAL
- SAWCUT

CONSTRUCTION NOTES

1. CONSTRUCT 6" CURB AND GUTTER PER 2022 CALTRANS STD PLAN A87A.
2. CONSTRUCT CURB RAMP PER 2022 CALTRANS STD PLAN A88A.
3. CONSTRUCT ISLAND PASSAGEWAY PER 2022 CALTRANS STD PLAN A88B.
4. SAWCUT PER DETAIL A ON SHEET XX.
5. CONSTRUCT PCC DRIVEWAY.
7. CONSTRUCT TRUCK APRON PER DETAIL 1 ON SHEET L-01.
8. CONSTRUCT NEIGHBORHOOD TRAFFIC CIRCLE SPLITTER ISLAND PER DETAIL X ON SHEET XX.
10. INSTALL MOUNTABLE ROUNDABOUT CURB PER DETAIL 1 ON SHEET L-01.
11. CONSTRUCT MEDIAN CURB.
12. CONSTRUCT PCC BIKE RAMP.
13. CONSTRUCT 4" PCC SIDEWALK.
16. EXISTING BUS STOP AND PAD TO REMAIN.
17. PAINT CURB RED.



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DEPARTMENT OF PUBLIC WORKS

LAYOUT PLANS
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

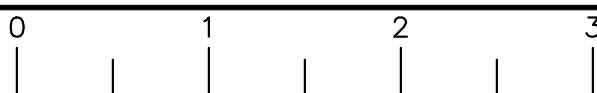
City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number
L-06

Sheet Number

Sheet 20 of 75

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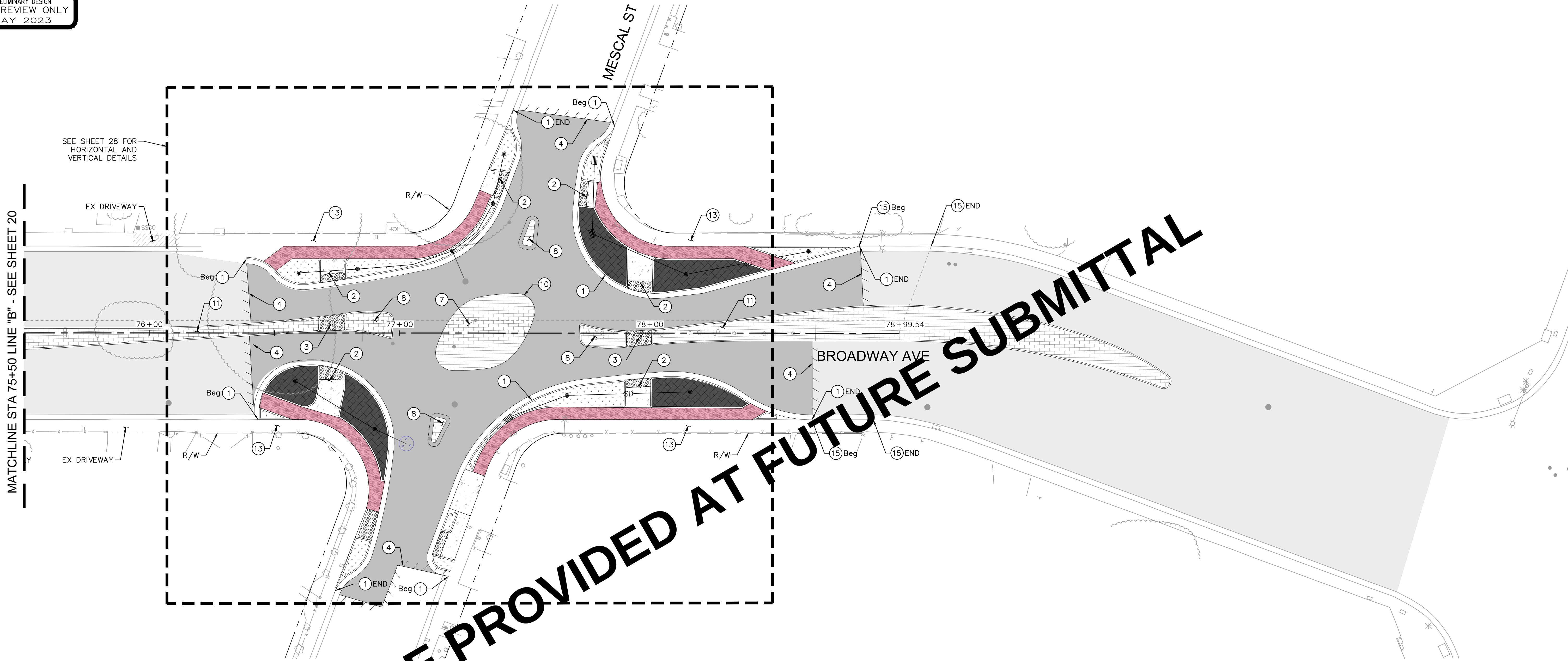


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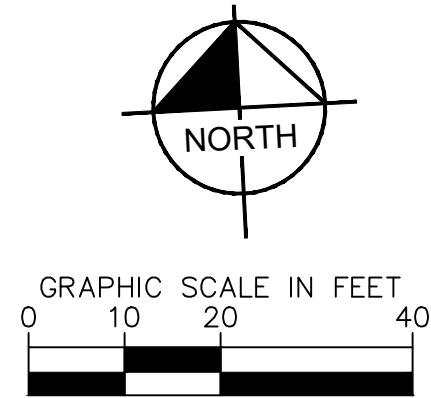


CONSTRUCTION NOTES

- 1 CONSTRUCT 6" CURB AND GUTTER PER 2011 CALTRANS STD PLAN A87A.
- 2 CONSTRUCT CURB RAMP PER 2022 CALTRANS STD PLAN A88A.
- 3 CONSTRUCT ISLAND PASSAGEWAY PER 2022 CALTRANS STD PLAN A88B.
- 4 SAWCUT PER DETAIL A ON SHEET XX.
- 7 CONSTRUCT TRUCK APRON PER DETAIL 1 ON SHEET L-01.
- 8 CONSTRUCT NEIGHBORHOOD TRAFFIC CIRCLE SPLITTER ISLAND PER DETAIL X ON SHEET XX.
- 10 INSTALL MOUNTABLE ROUNDABOUT CURB PER DETAIL 1 ON SHEET L-01.
- 11 CONSTRUCT MEDIAN CURB.
- 13 CONSTRUCT 4" PCC SIDEWALK.
- 15 EXISTING RED CURB TO REMAIN. LENGTH PER PLAN.

LEGEND

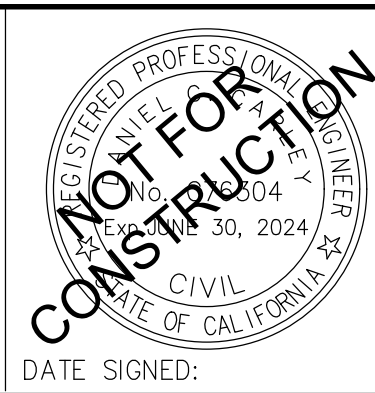
- | | |
|--|--|
| | PCC CONCRETE (CURB RAMPS, SIDEWALK, AND DRIVEWAYS) |
| | MOUNTABLE TRUCK APRON |
| | LANDSCAPING - SEE LANDSCAPE SHEETS |
| | GRIND AND OVERLAY (2" MIN) |
| | SLURRY SEAL |
| | SAWCUT |



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CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS

LAYOUT PLANS
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number
L-07

Sheet Number

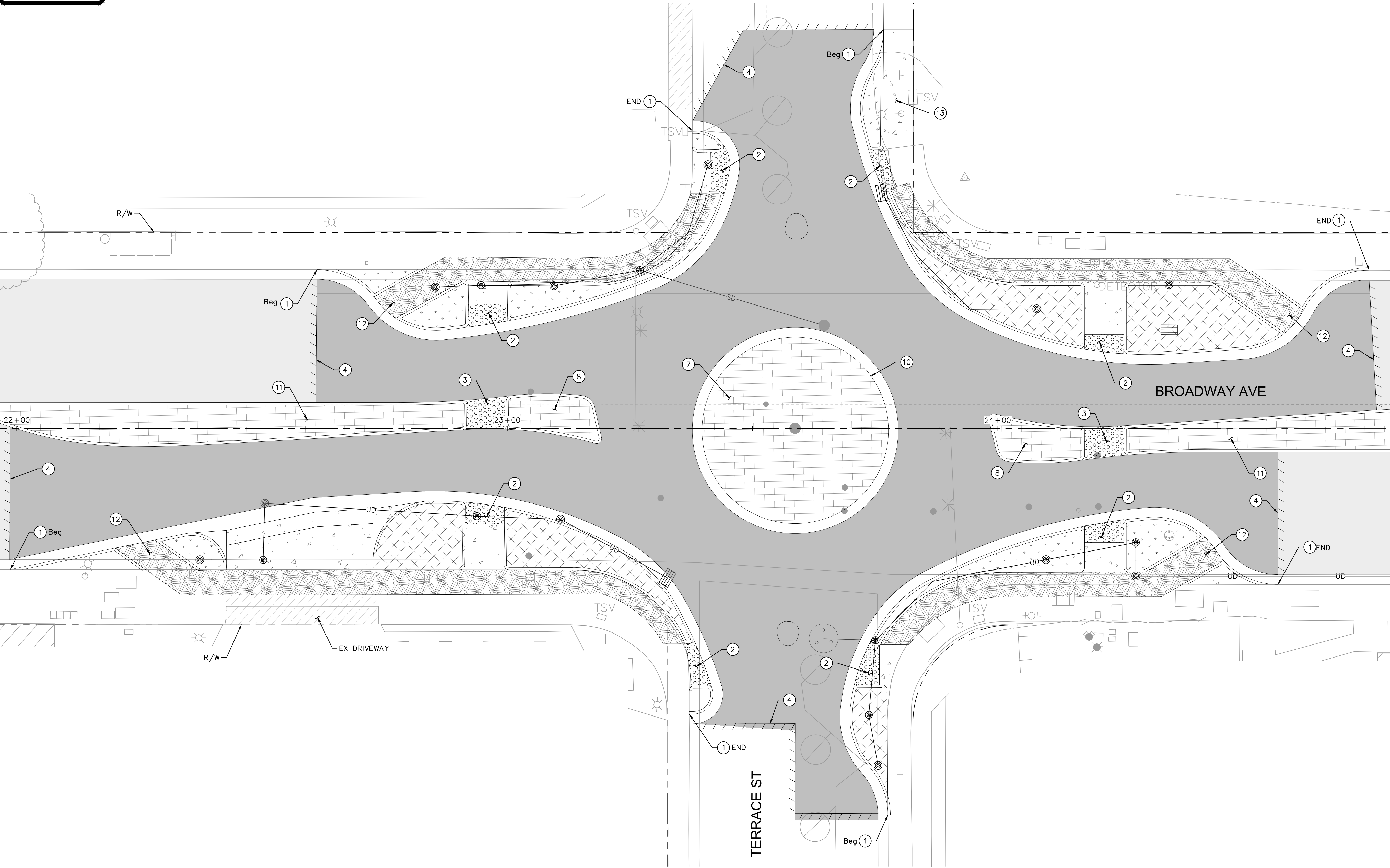
Sheet 21 of 75

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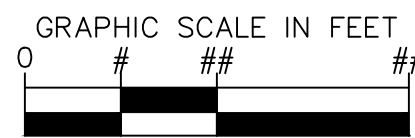
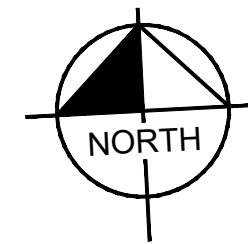


LEGEND

- PCC CONCRETE (CURB RAMPS, SIDEWALK, AND DRIVEWAYS)
- MOUNTABLE TRUCK APRON
- RAISED BIKE LANE - STAMPED CONCRETE
- BIO-RETENTION TREATMENT - SEE DRAINAGE AND UTILITY SHEETS
- LANDSCAPING - SEE LANDSCAPE SHEETS
- HMA OVERLAY (2" MIN)
- SLURRY SEAL
- SAWCUT

CONSTRUCTION NOTES

- 1 6" CURB AND GUTTER PER 2022 CALTRANS STD PLAN A87A.
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- 7 TRUCK APRON PER DETAIL 1 ON SHEET L-01.
- 8 NEIGHBORHOOD TRAFFIC CIRCLE SPLITTER ISLAND PER DETAIL X ON SHEET XX.
- 10 MOUNTABLE ROUNDABOUT CURB PER DETAIL 1 ON SHEET L-01.
- 11 MEDIAN CURB.
- 12 PCC BIKE RAMP.
- 13 4" PCC SIDEWALK.
- 17 PAINT CURB RED.



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BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

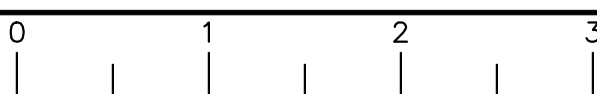
City of Seaside
Monterey County
California

Drawing Number
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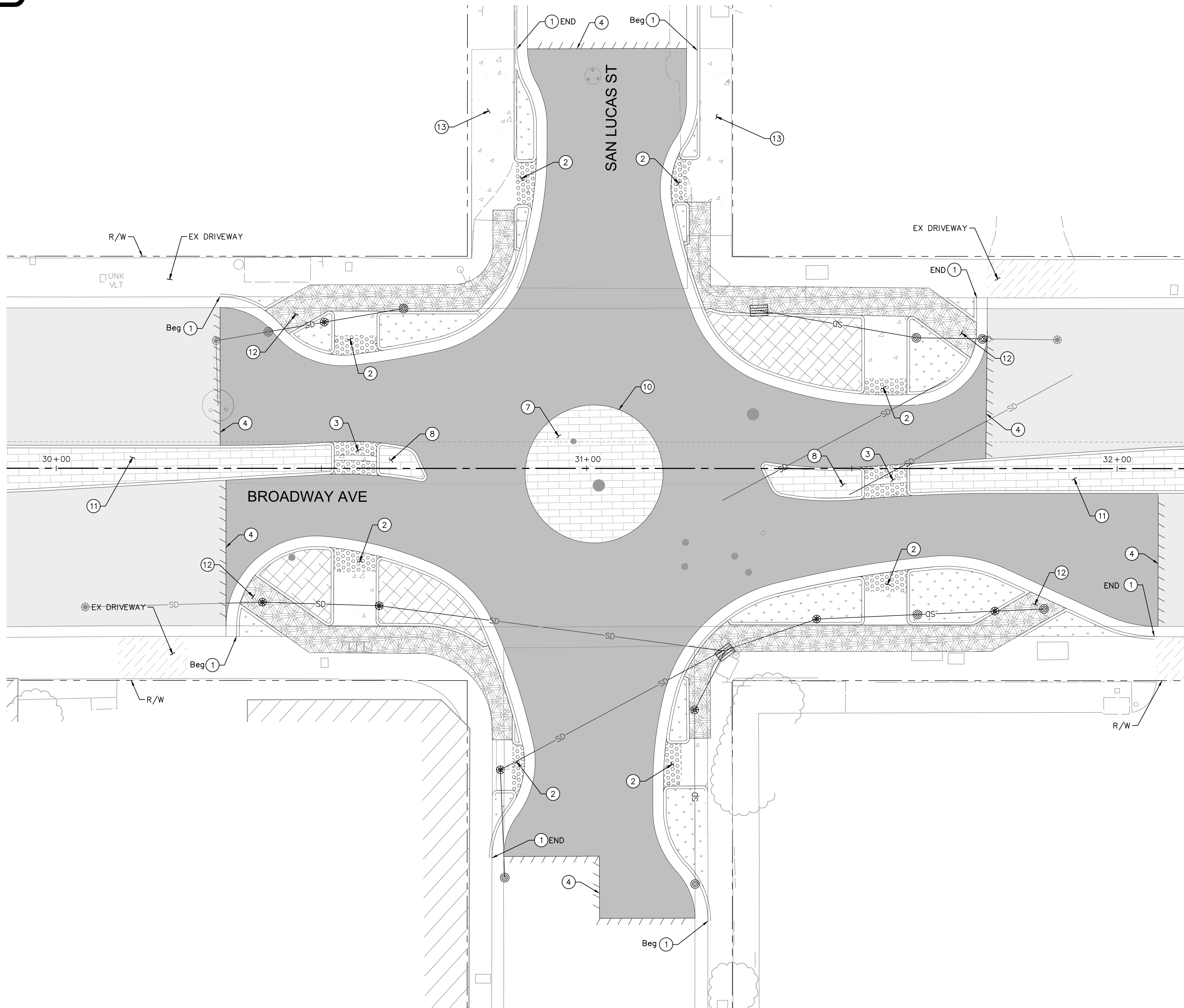
City of Seaside
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Seaside, CA 93955

Sheet Number
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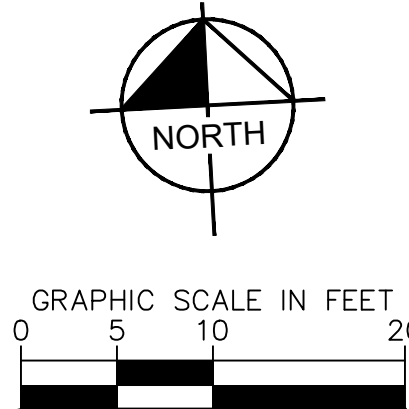


LEGEND

- PCC CONCRETE (CURB RAMPS, SIDEWALK, AND DRIVEWAYS)
- MOUNTABLE TRUCK APRON
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- HMA OVERLAY (2" MIN)
- SLURRY SEAL
- SAWCUT

CONSTRUCTION NOTES

- ① 6" CURB AND GUTTER PER 2022 CALTRANS STD PLAN A87A.
- ② CURB RAMP PER 2022 CALTRANS STD PLAN A88A.
- ③ ISLAND PASSAGEWAY PER 2022 CALTRANS STD PLAN A88B.
- ④ SAWCUT PER DETAIL A ON SHEET XX
- ⑦ TRUCK APRON PER DETAIL 1 ON SHEET L-01.
- ⑧ NEIGHBORHOOD TRAFFIC CIRCLE SPLITTER ISLAND PER DETAIL X ON SHEET XX.
- ⑩ MOUNTABLE ROUNDABOUT CURB PER DETAIL 1 ON SHEET L-01.
- ⑪ MEDIAN CURB.
- ⑫ PCC BIKE RAMP.
- ⑬ 4" PCC SIDEWALK.
- ⑰ PAINT CURB RED.



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BROADWAY AVE COMPLETE STREET CORRIDOR
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City of Seaside
Monterey County
California

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number
HV-02

Sheet Number

Sheet **23** of **75**

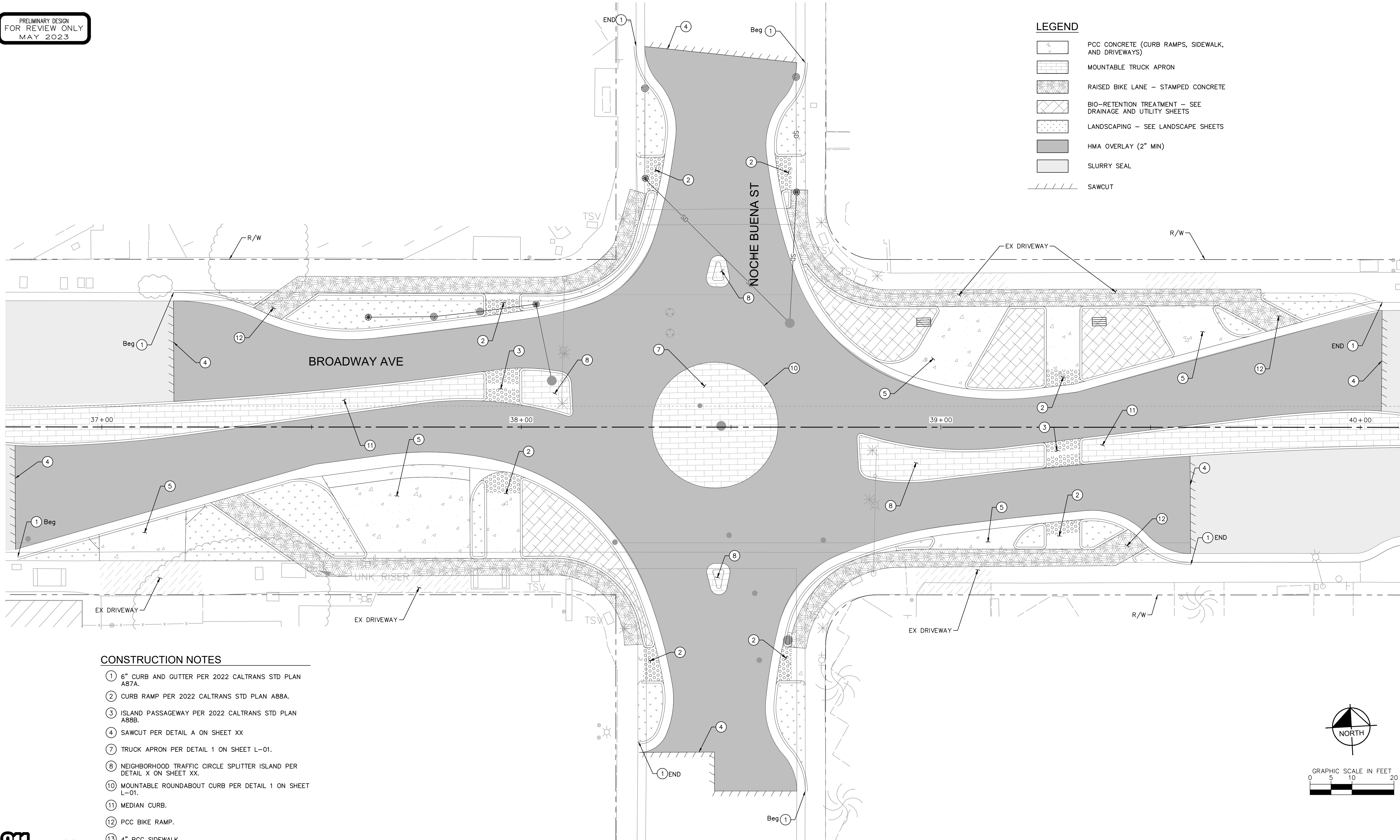
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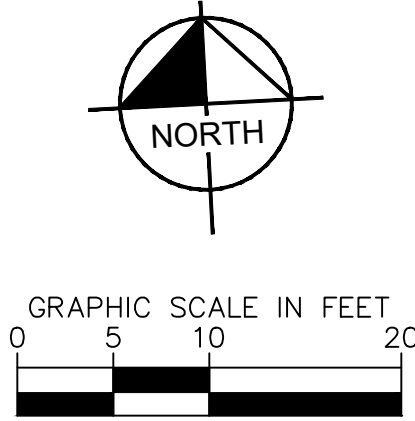
LEGEND

- 1 PCC CONCRETE (CURB RAMP, SIDEWALK, AND DRIVEWAYS)
- 2 MOUNTABLE TRUCK APRON
- 3 RAISED BIKE LANE - STAMPED CONCRETE
- 4 BIO-RETENTION TREATMENT - SEE DRAINAGE AND UTILITY SHEETS
- 5 LANDSCAPING - SEE LANDSCAPE SHEETS
- 6 HMA OVERLAY (2" MIN)
- 7 SLURRY SEAL
- 8 SAWCUT



CONSTRUCTION NOTES

- 1 6" CURB AND GUTTER PER 2022 CALTRANS STD PLAN A87A.
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CITY OF SEASIDE
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BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
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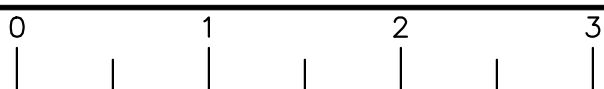
City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number
HV-03

Sheet Number

Sheet **24** of **75**

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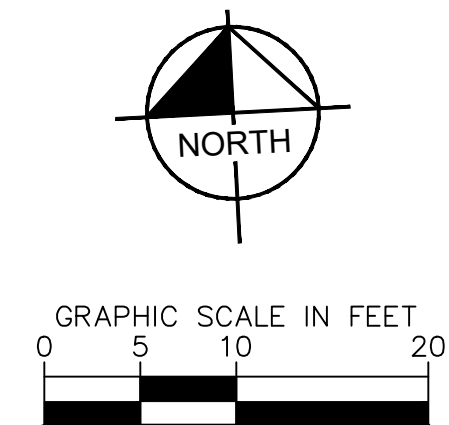
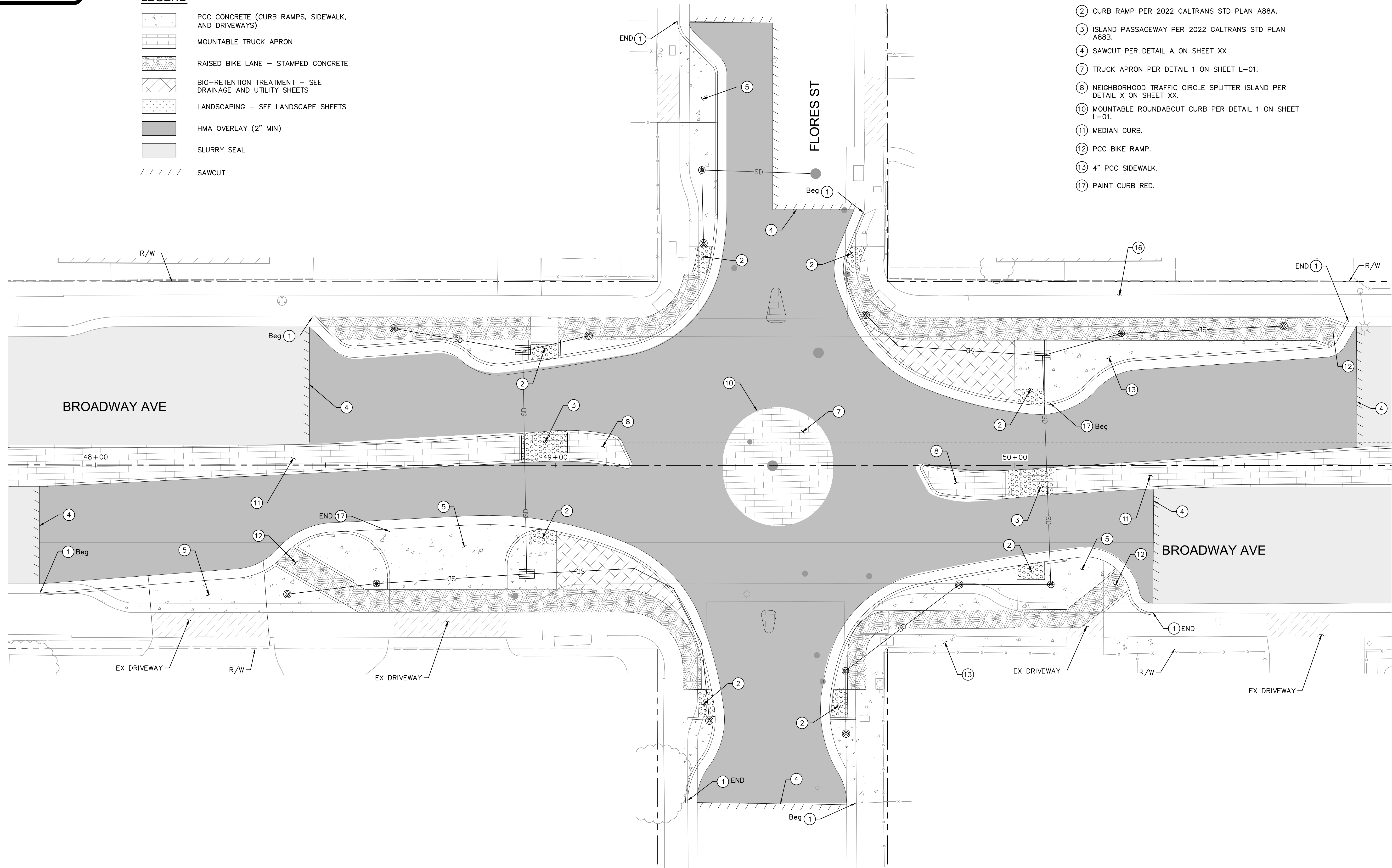
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LEGEND

- PCC CONCRETE (CURB RAMPS, SIDEWALK, AND DRIVEWAYS)
- MOUNTABLE TRUCK APRON
- RAISED BIKE LANE - STAMPED CONCRETE
- BIO-RETENTION TREATMENT - SEE DRAINAGE AND UTILITY SHEETS
- LANDSCAPING - SEE LANDSCAPE SHEETS
- HMA OVERLAY (2" MIN)
- SLURRY SEAL
- SAWCUT

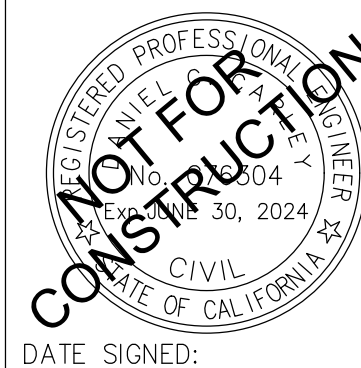
CONSTRUCTION NOTES

- 1 6" CURB AND GUTTER PER 2022 CALTRANS STD PLAN A87A.
- 2 CURB RAMP PER 2022 CALTRANS STD PLAN A88A.
- 3 ISLAND PASSAGEWAY PER 2022 CALTRANS STD PLAN A88B.
- 4 SAWCUT PER DETAIL A ON SHEET XX
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- 11 MEDIAN CURB.
- 12 PCC BIKE RAMP.
- 13 4" PCC SIDEWALK.
- 17 PAINT CURB RED.



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CITY OF SEASIDE
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BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
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Drawing Number
HV-04

Sheet Number
25 of 75

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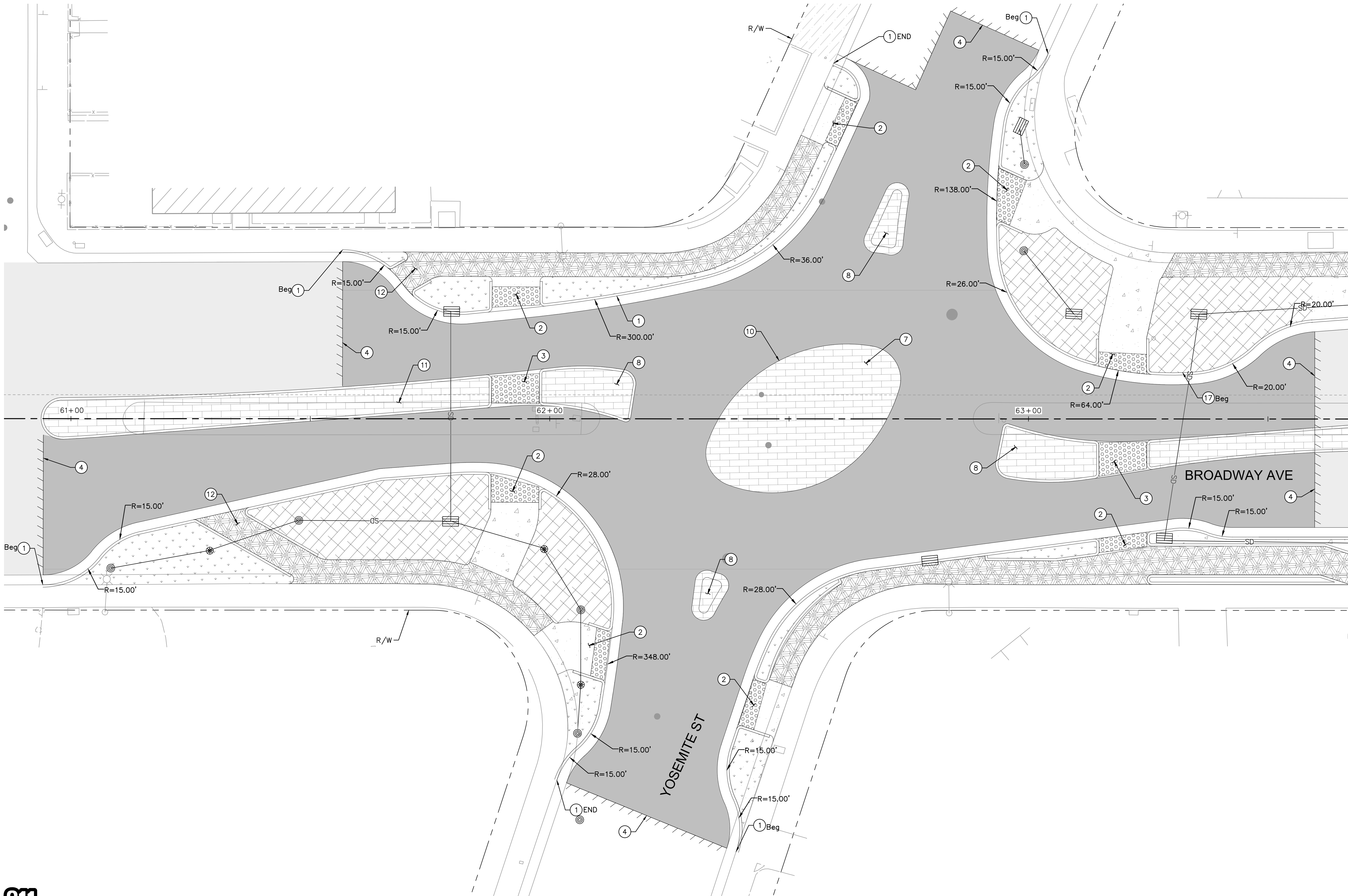


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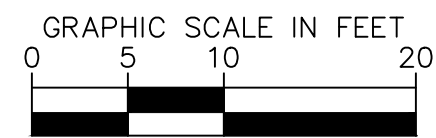
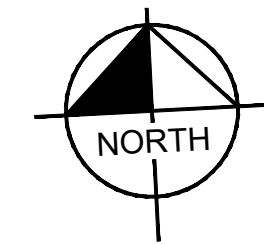


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- LEGEND**
- PCC CONCRETE (CURB RAMPS, SIDEWALK, AND DRIVEWAYS)
 - MOUNTABLE TRUCK APRON
 - RAISED BIKE LANE - STAMPED CONCRETE
 - BIO-RETENTION TREATMENT - SEE DRAINAGE AND UTILITY SHEETS
 - LANDSCAPING - SEE LANDSCAPE SHEETS
 - HMA OVERLAY (2" MIN)
 - SLURRY SEAL
 - SAWCUT

- CONSTRUCTION NOTES**
- 1 6" CURB AND GUTTER PER 2022 CALTRANS STD PLAN A87A.
 - 2 CURB RAMP PER 2022 CALTRANS STD PLAN A88A.
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 - 4 SAWCUT PER DETAIL A ON SHEET XX
 - 7 TRUCK APRON PER DETAIL 1 ON SHEET L-01.
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 - 10 MOUNTABLE ROUNDABOUT CURB PER DETAIL 1 ON SHEET L-01.
 - 11 MEDIAN CURB.
 - 12 PCC BIKE RAMP.
 - 13 4" PCC SIDEWALK.
 - 17 PAINT CURB RED.



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CITY OF SEASIDE
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BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

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Seaside, CA 93955

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HV-05

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Sheet **26** of **75**

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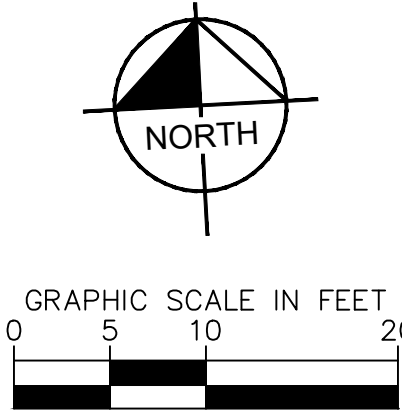
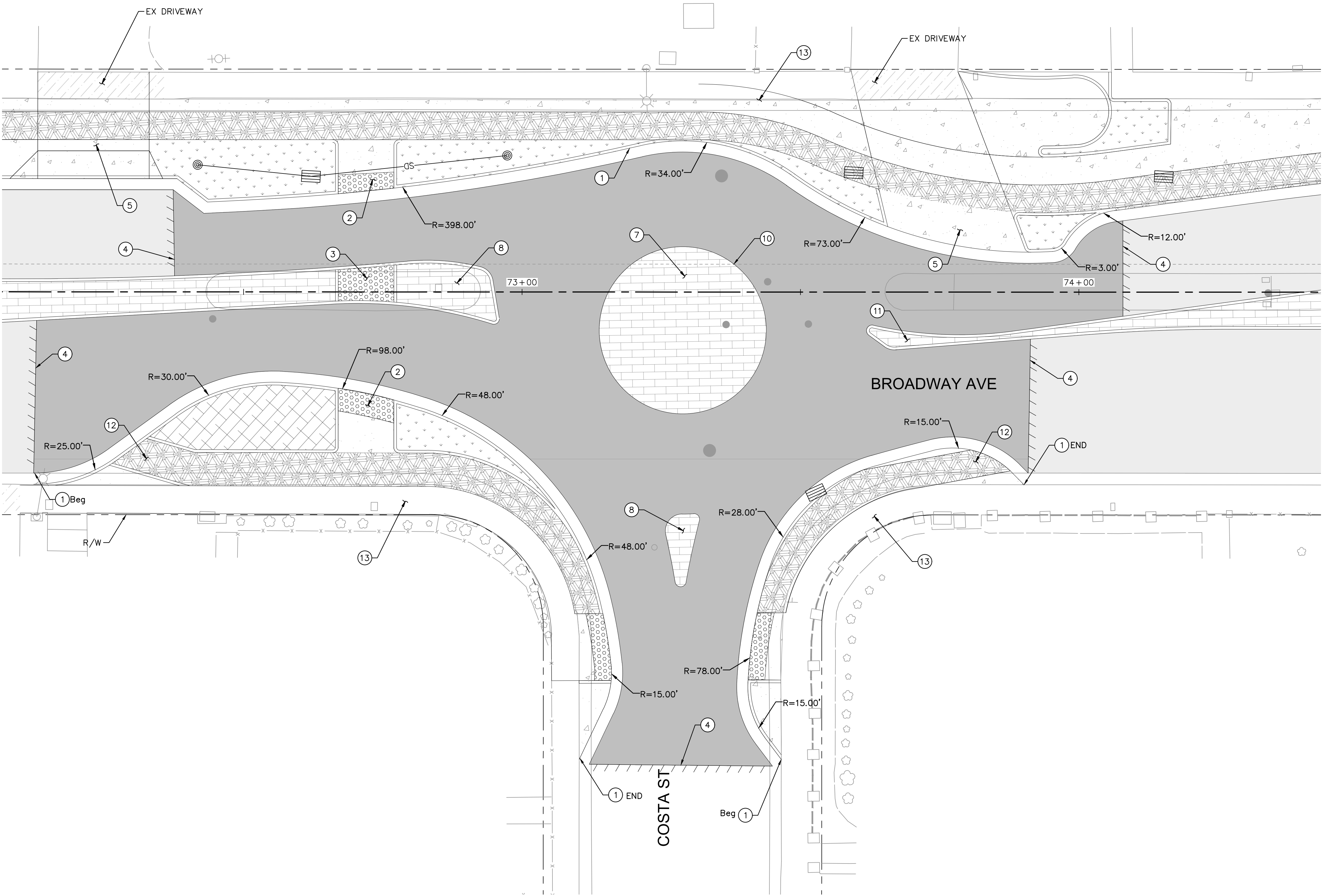
PRELIMINARY DESIGN
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LEGEND

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- MOUNTABLE TRUCK APRON
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CONSTRUCTION NOTES

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- CURB RAMP PER 2022 CALTRANS STD PLAN A88A.
- ISLAND PASSAGEWAY PER 2022 CALTRANS STD PLAN A88B.
- SAWCUT PER DETAIL A ON SHEET XX
- PCC DRIVEWAY.
- TRUCK APRON PER DETAIL 1 ON SHEET L-01.
- NEIGHBORHOOD TRAFFIC CIRCLE SPLITTER ISLAND PER DETAIL X ON SHEET XX.
- MOUNTABLE ROUNDABOUT CURB PER DETAIL 1 ON SHEET L-01.
- MEDIAN CURB.
- PCC BIKE RAMP.
- 4" PCC SIDEWALK.



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HV-06

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27 of 75

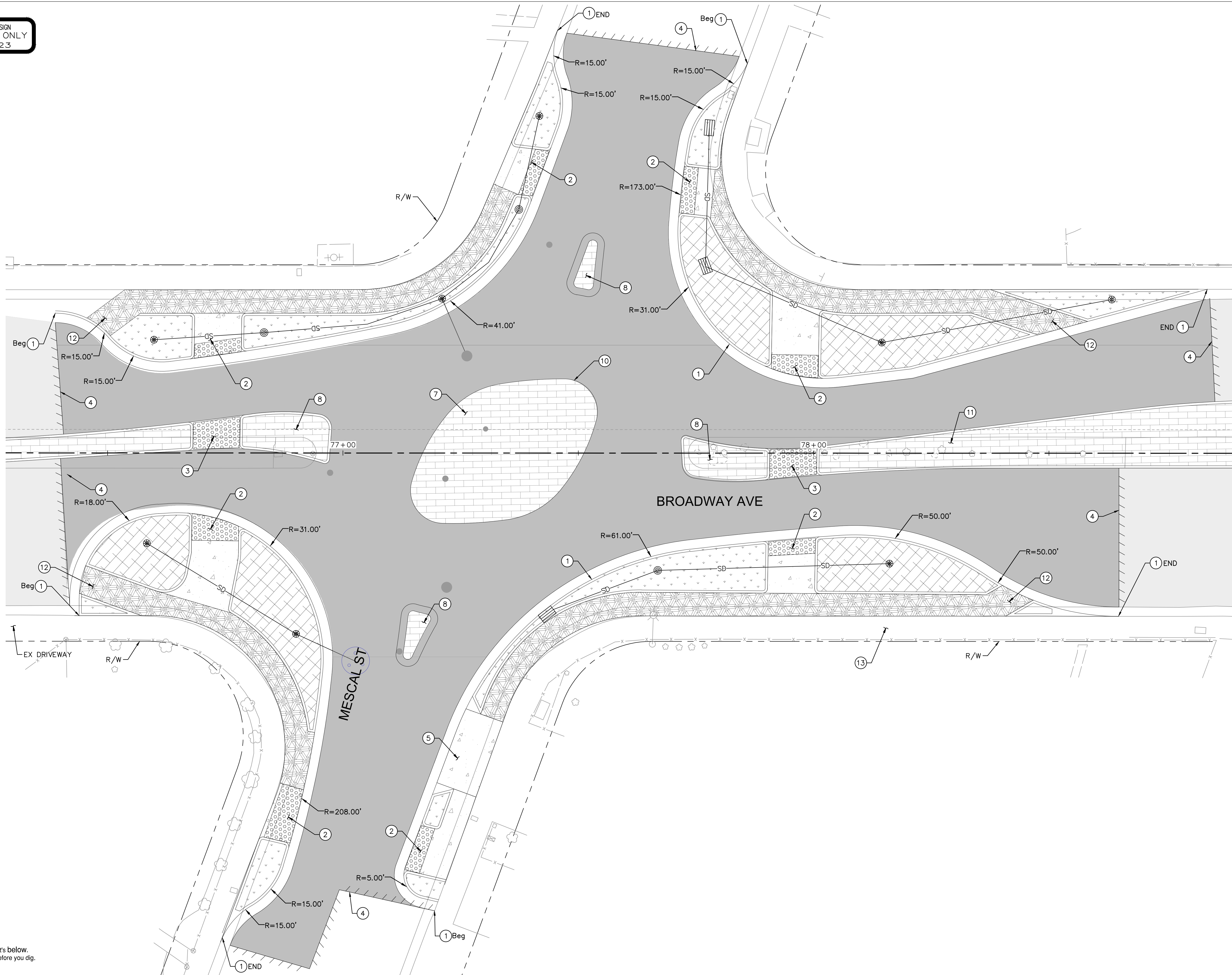
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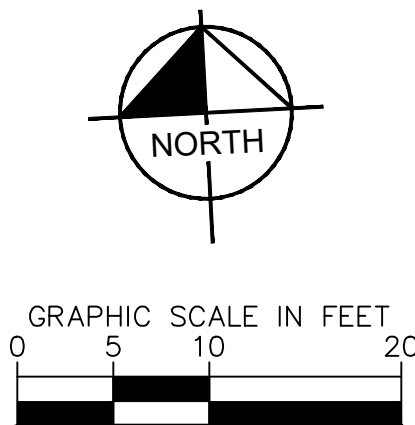


LEGEND

- PCC CONCRETE (CURB RAMPS, SIDEWALK, AND DRIVEWAYS)
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CONSTRUCTION NOTES

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BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

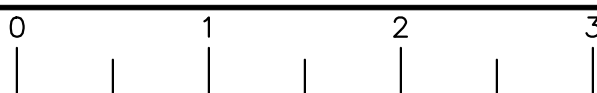
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440 Harcourt Ave
Seaside, CA 93955

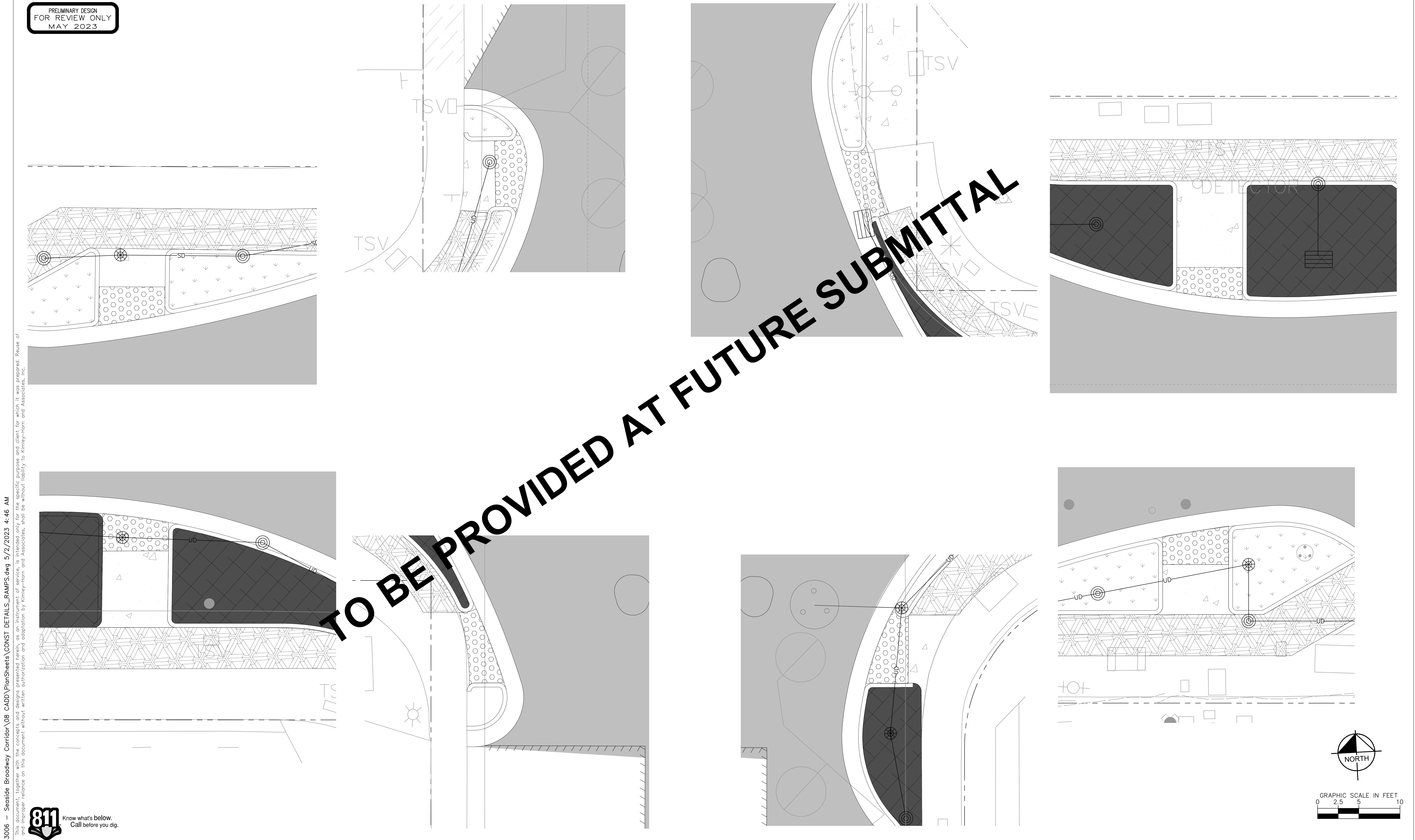
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HV-07

Sheet Number

Sheet **28** of **75**

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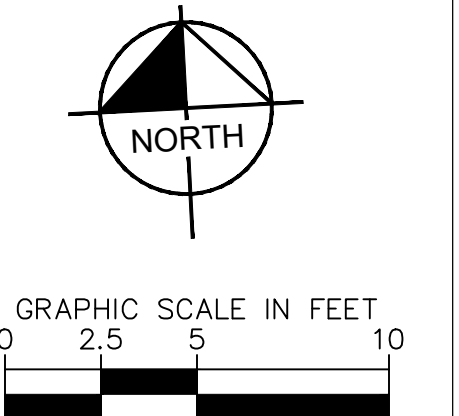
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BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
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City of Seaside
440 Harcourt Ave
Seaside, CA 93955

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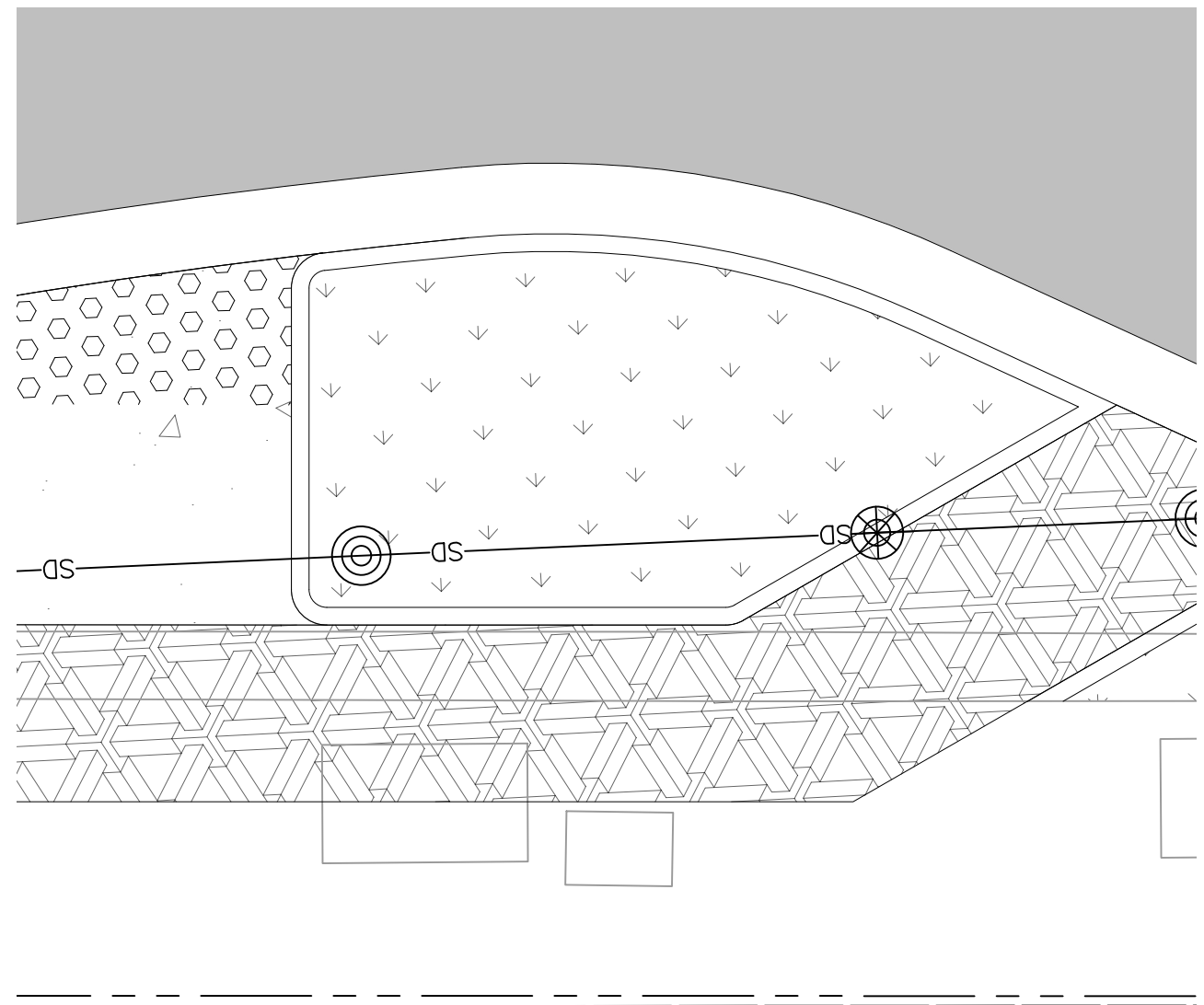
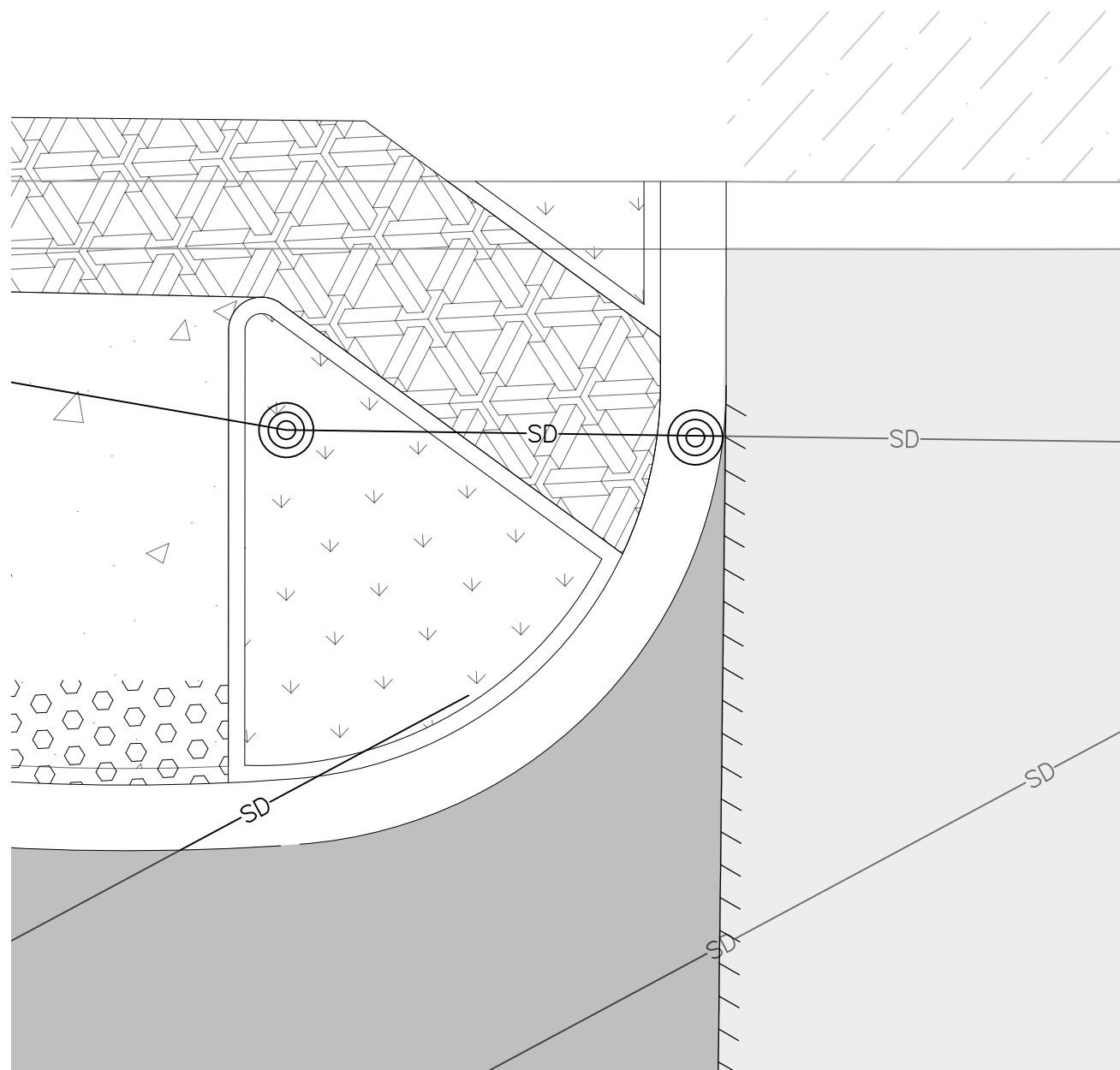
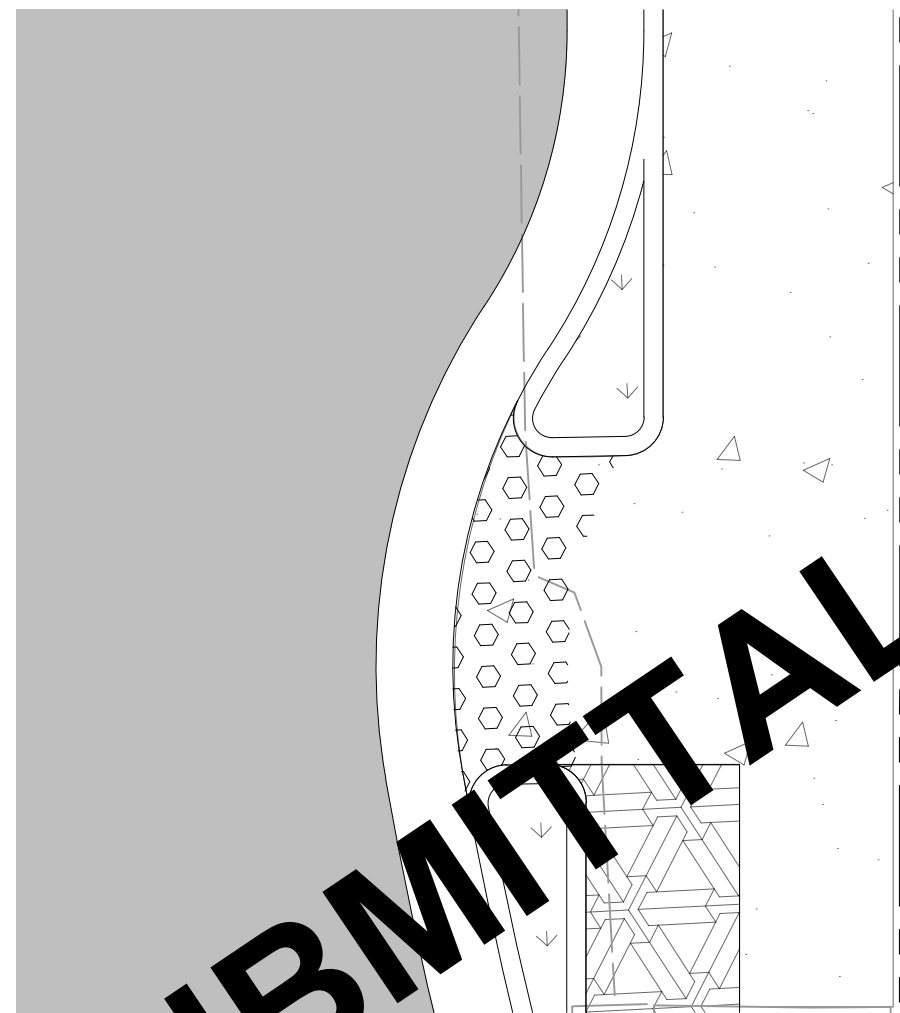
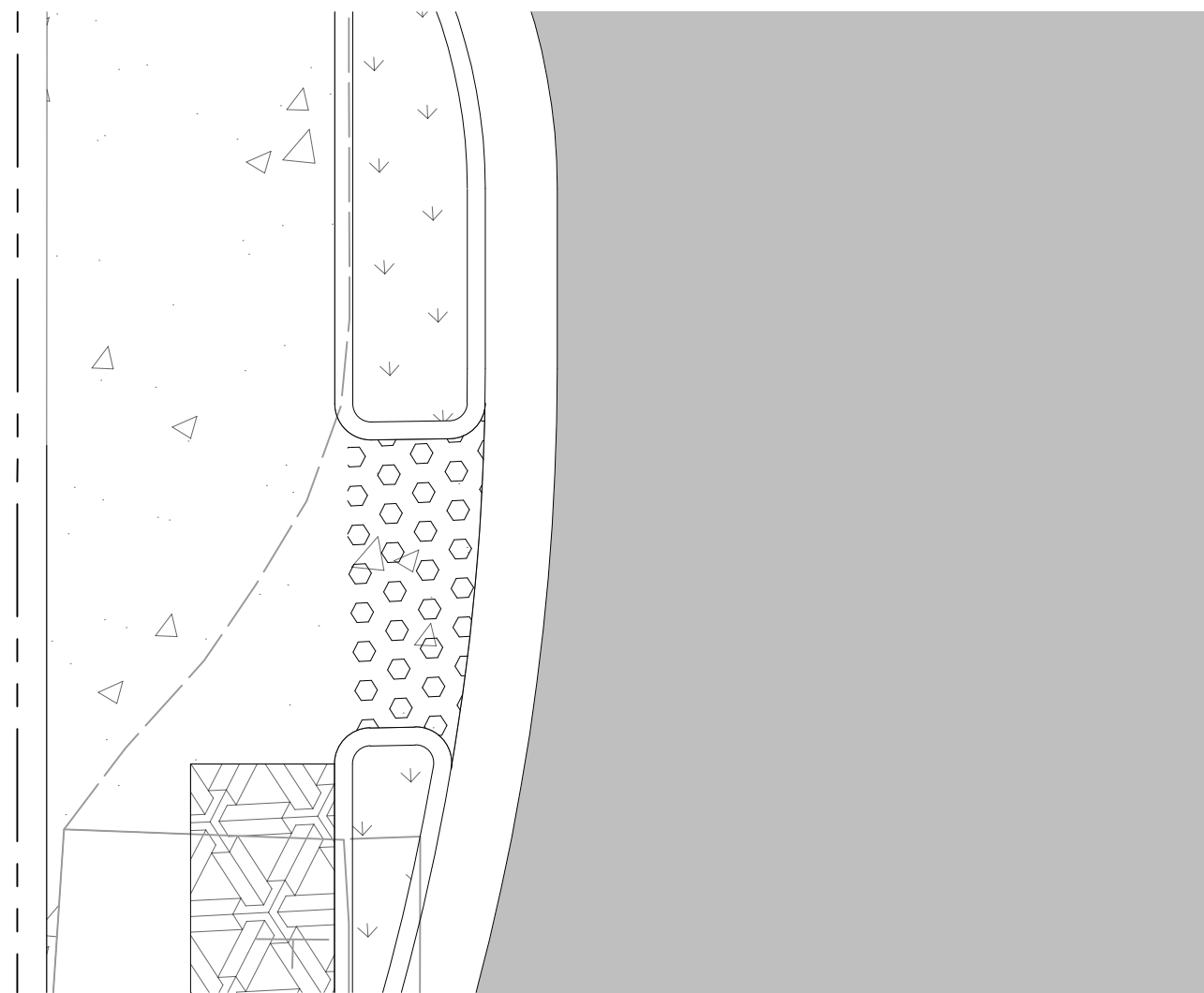
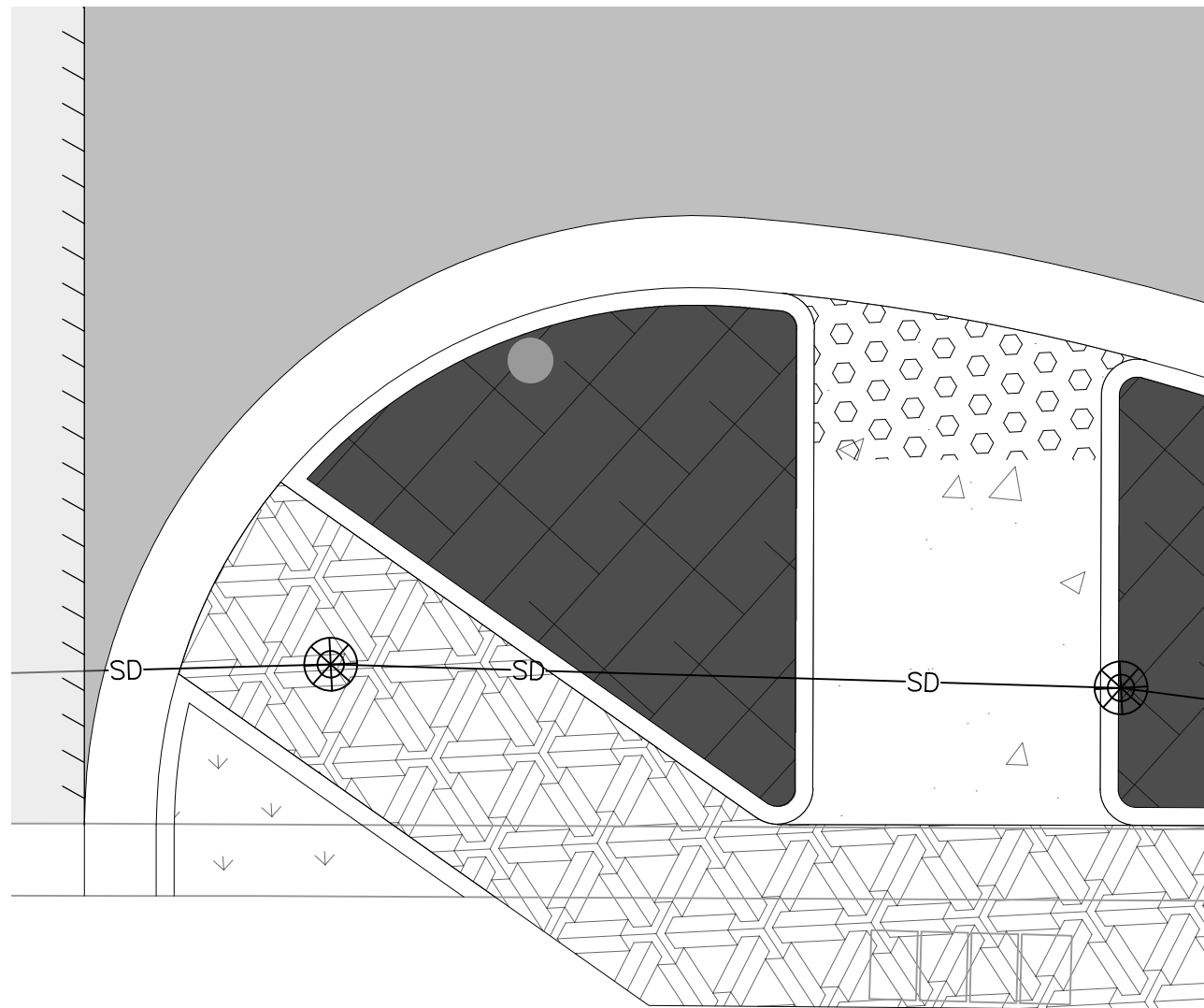
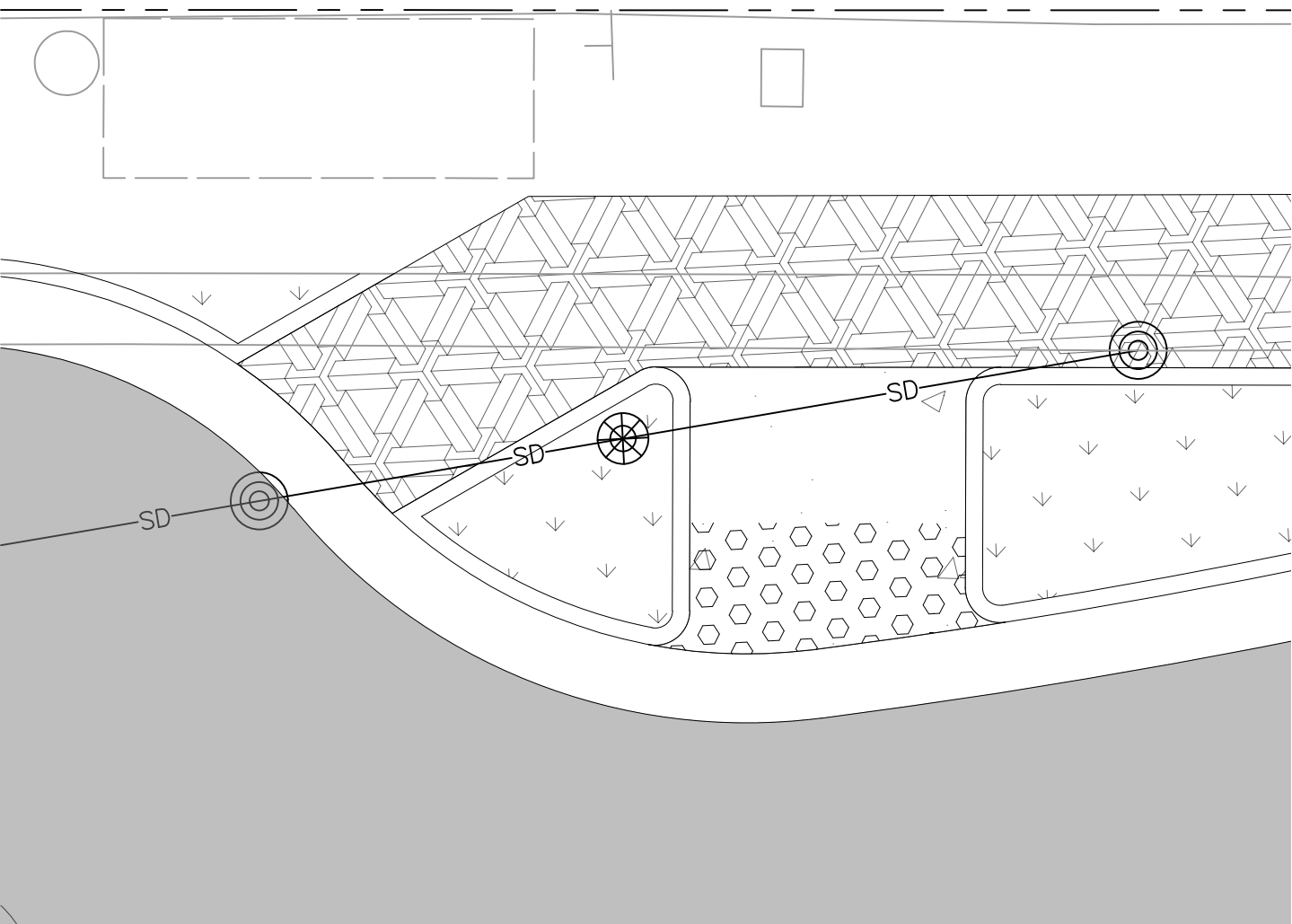
FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES



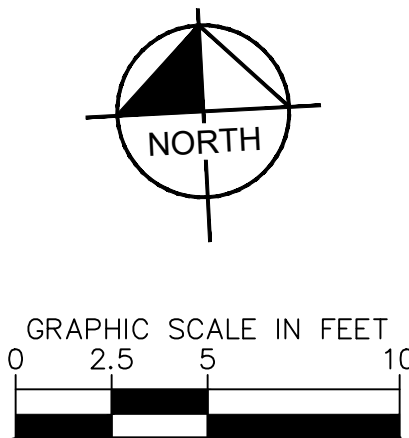
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Designed By:	MT/DC
Drawn By:	MB
Checked By:	DC
Consultant's Job No.	197063006



CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS

CURB RAMP ENLARGEMENTS
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

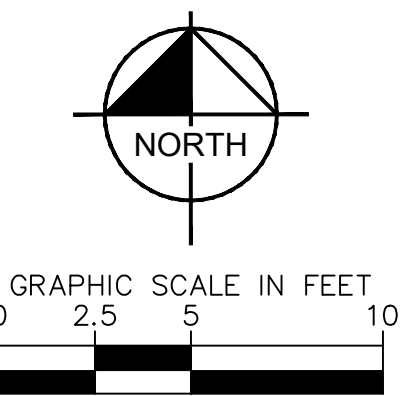
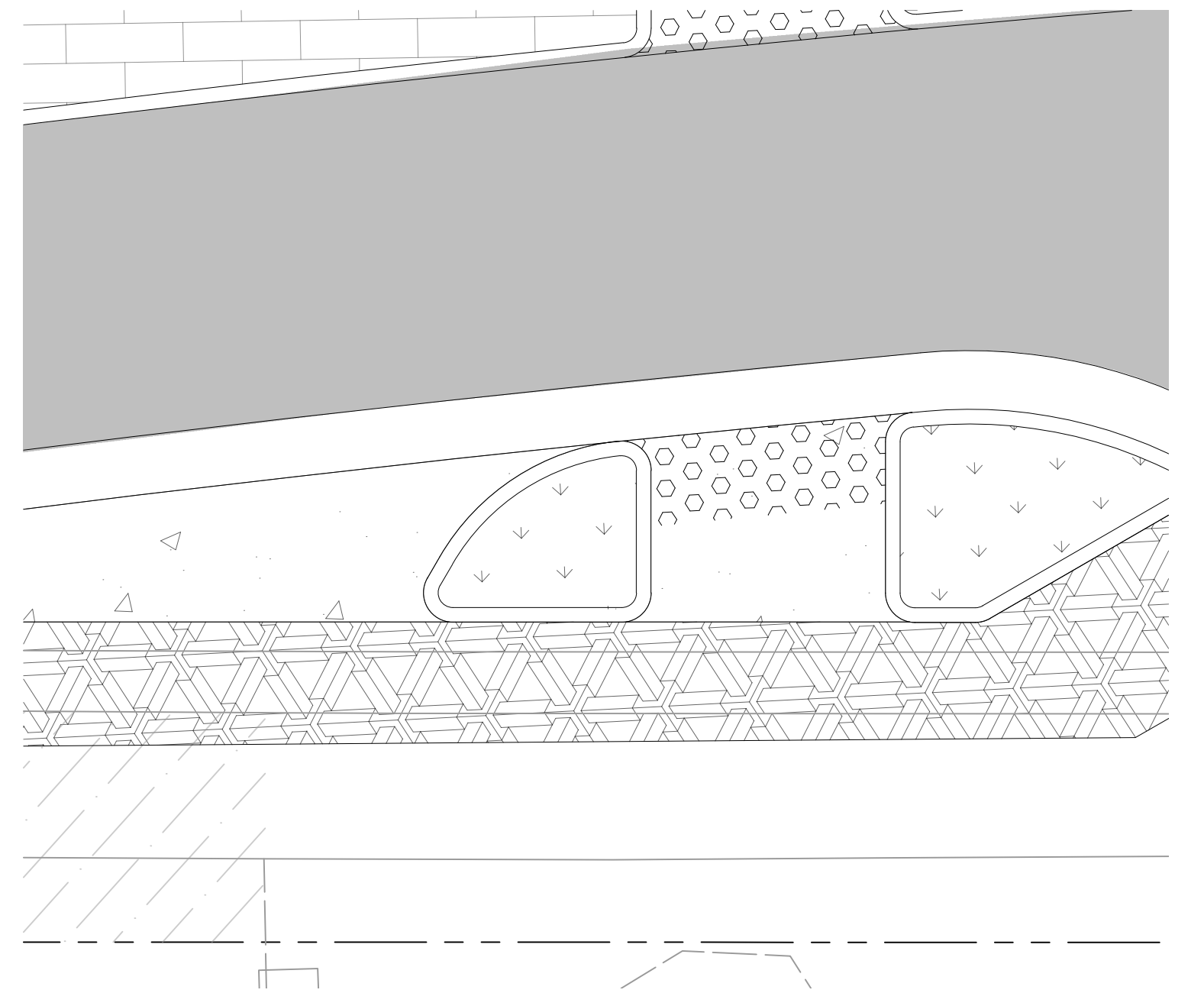
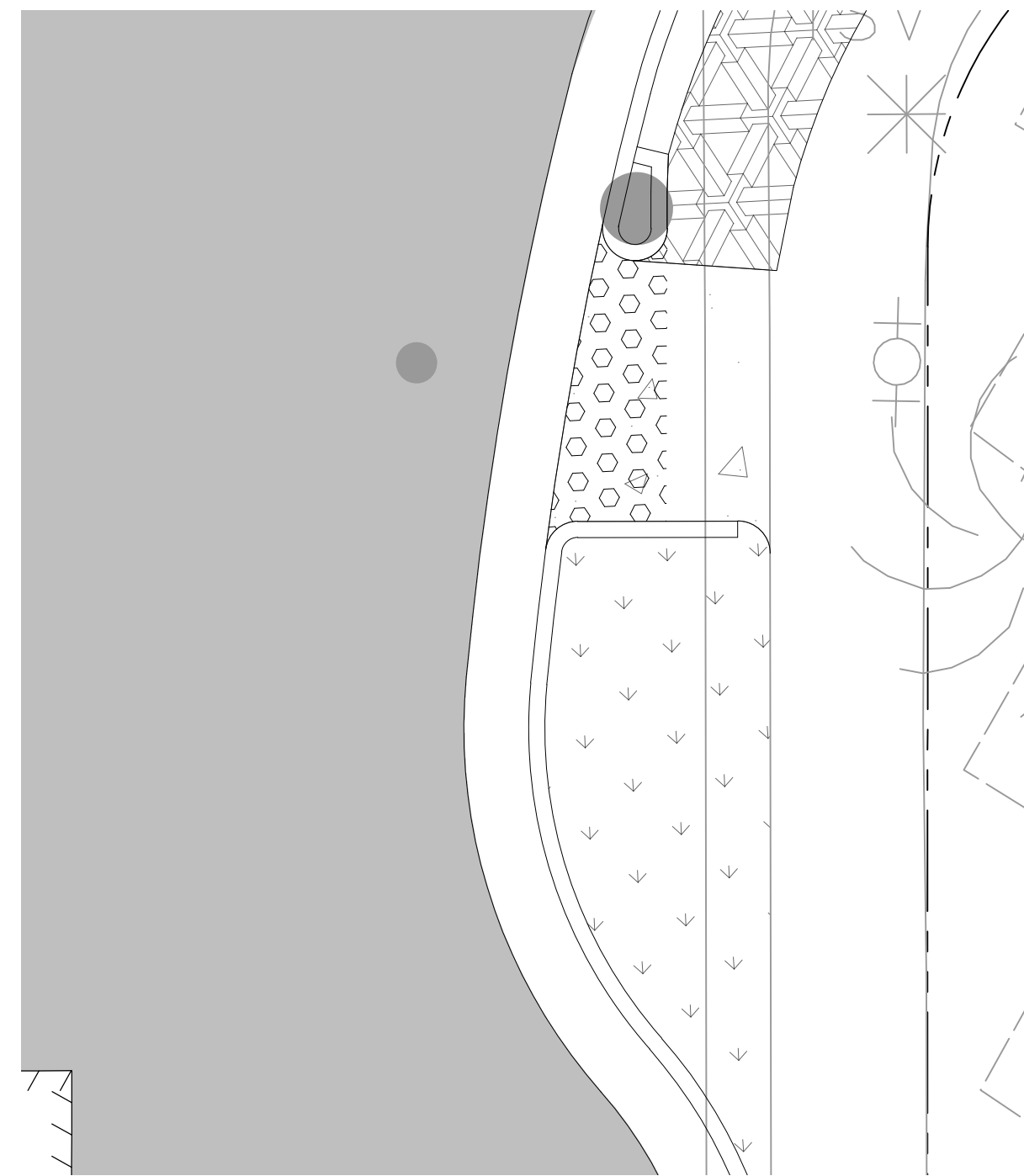
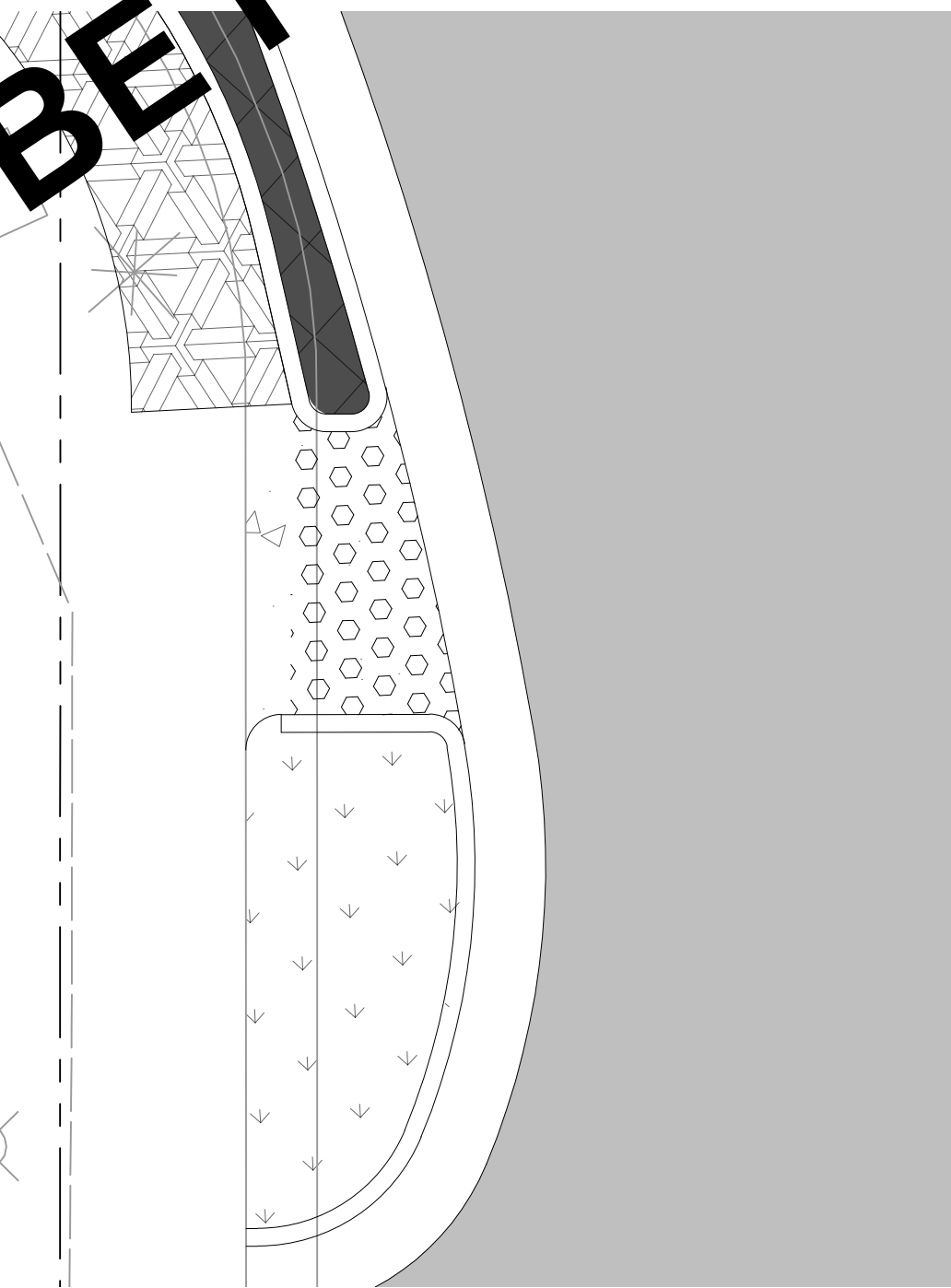
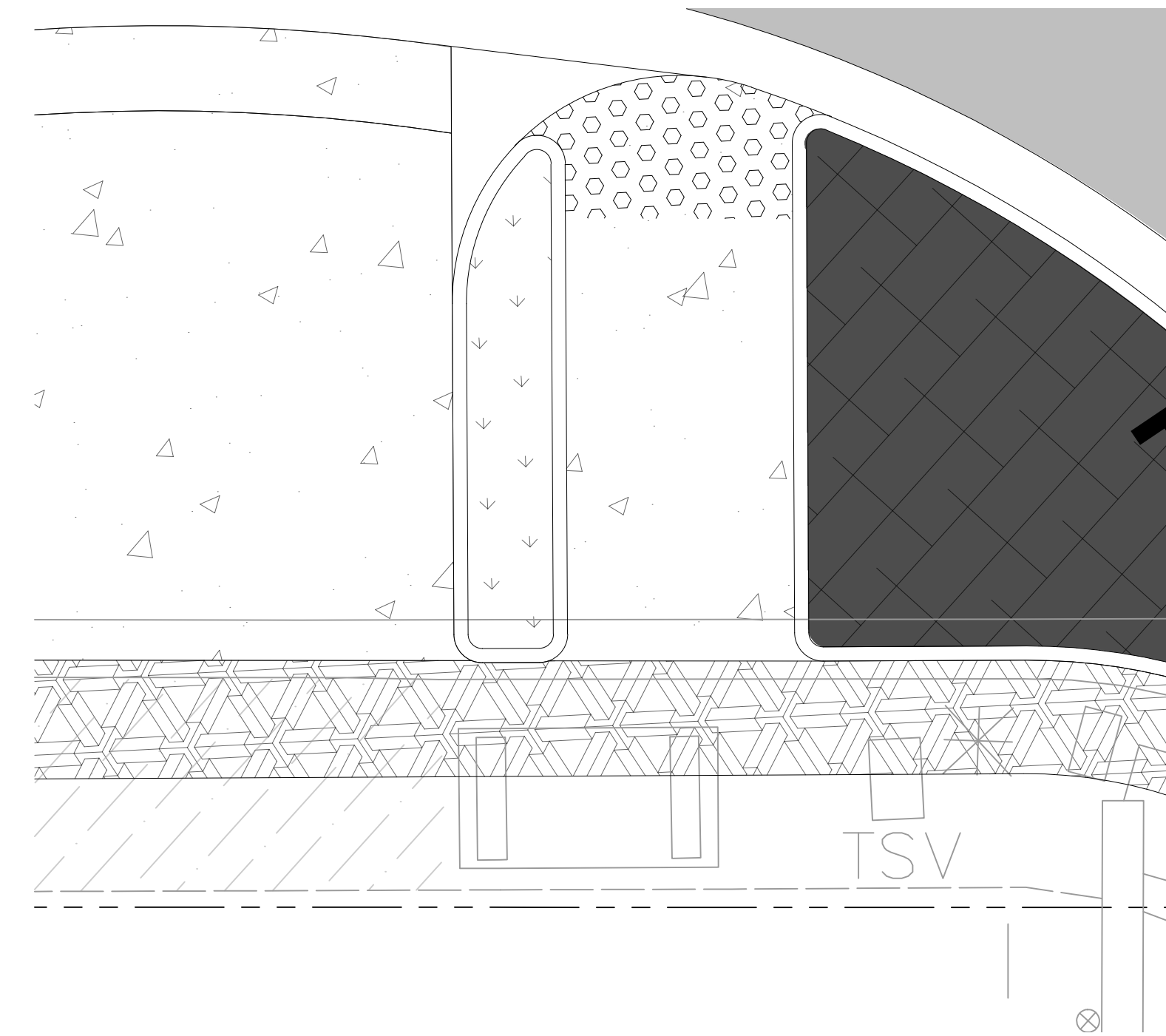
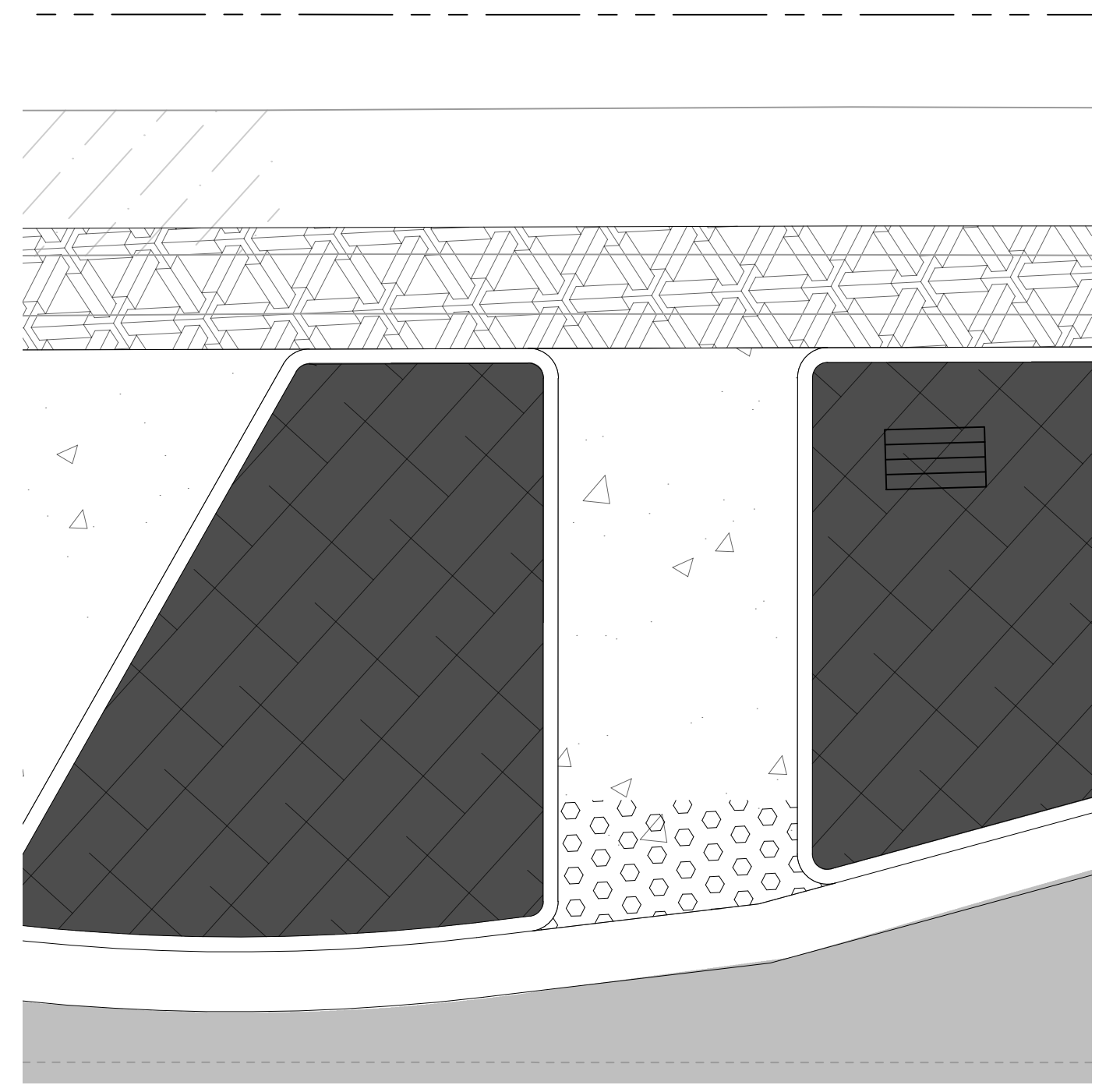
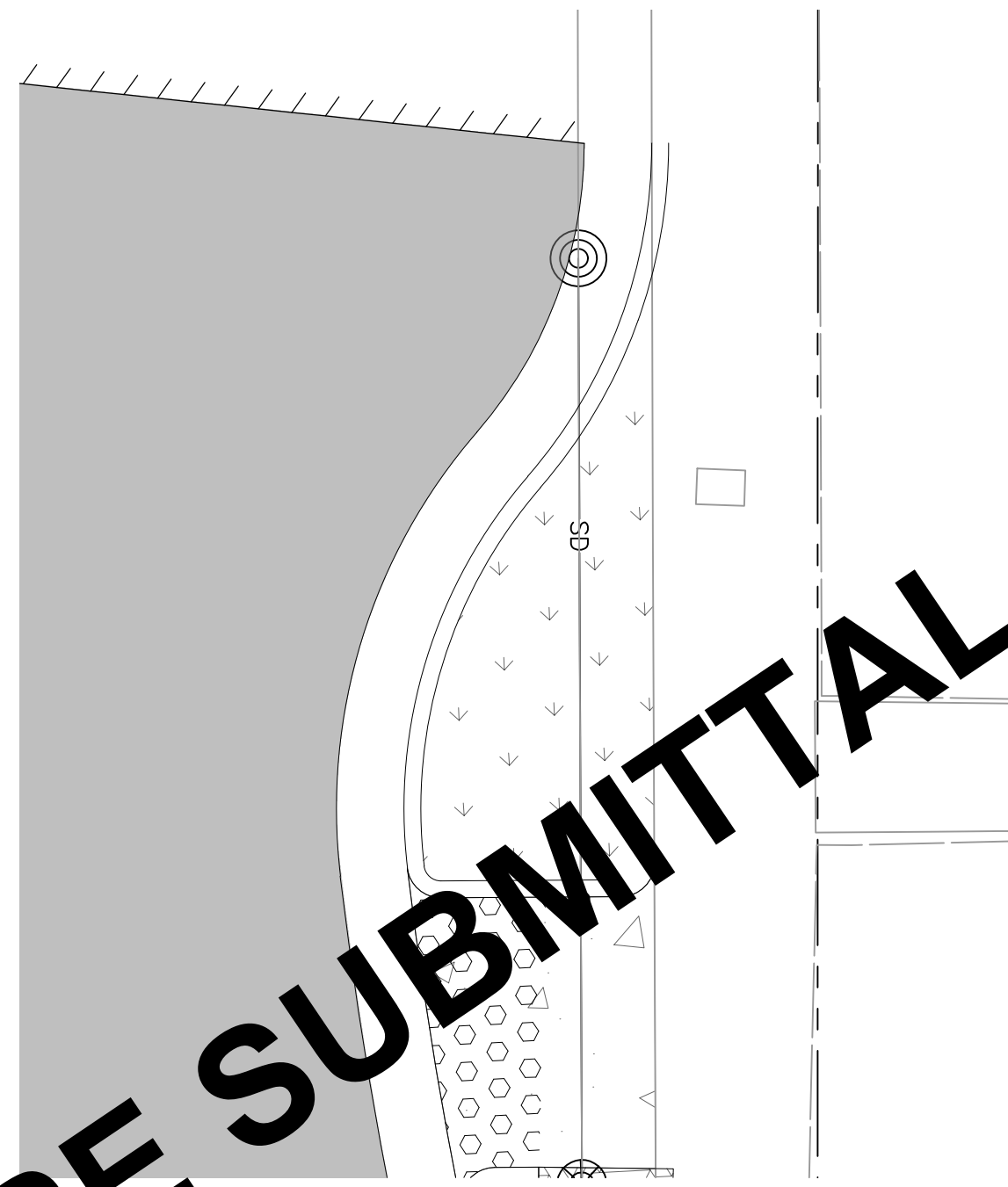
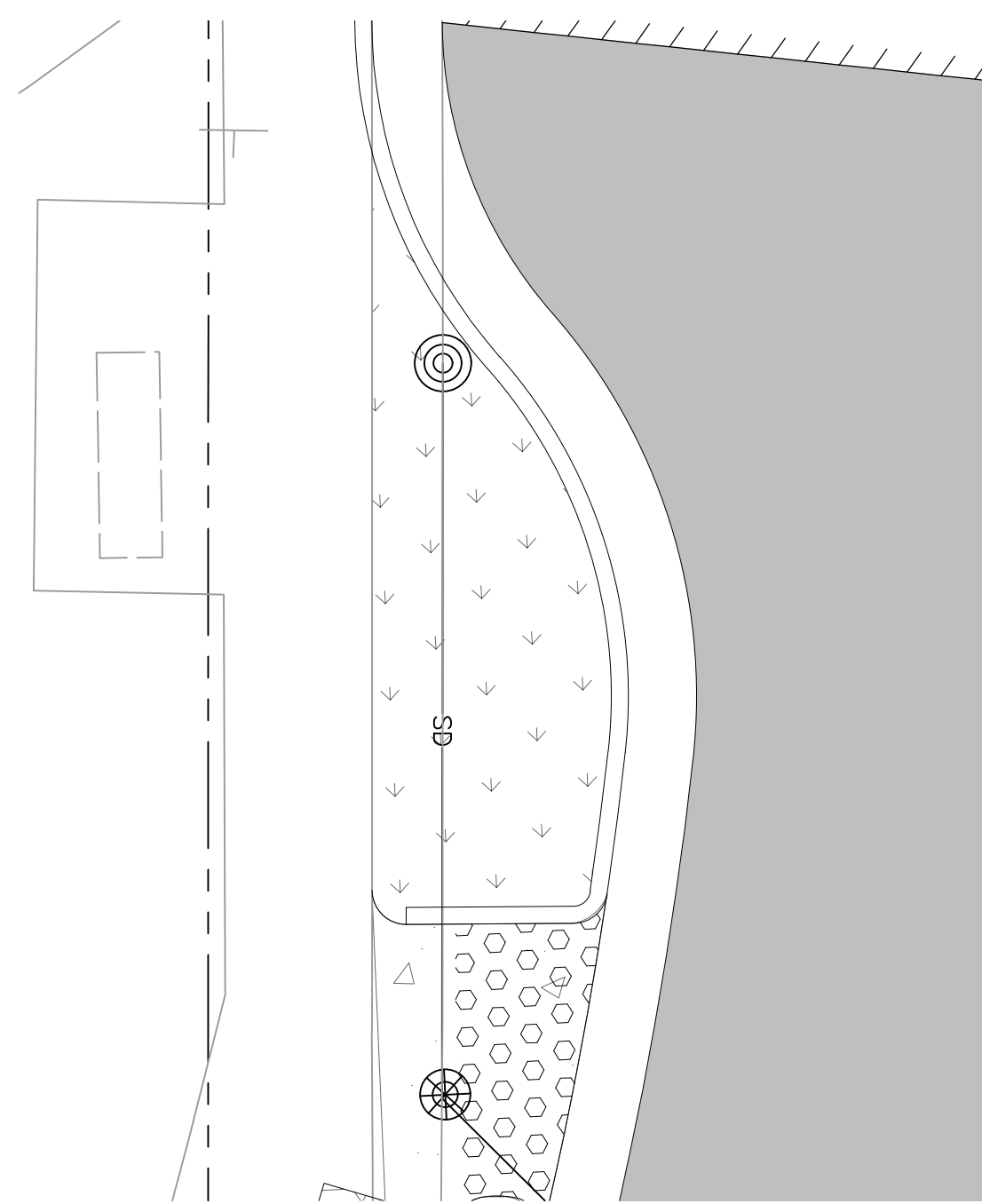
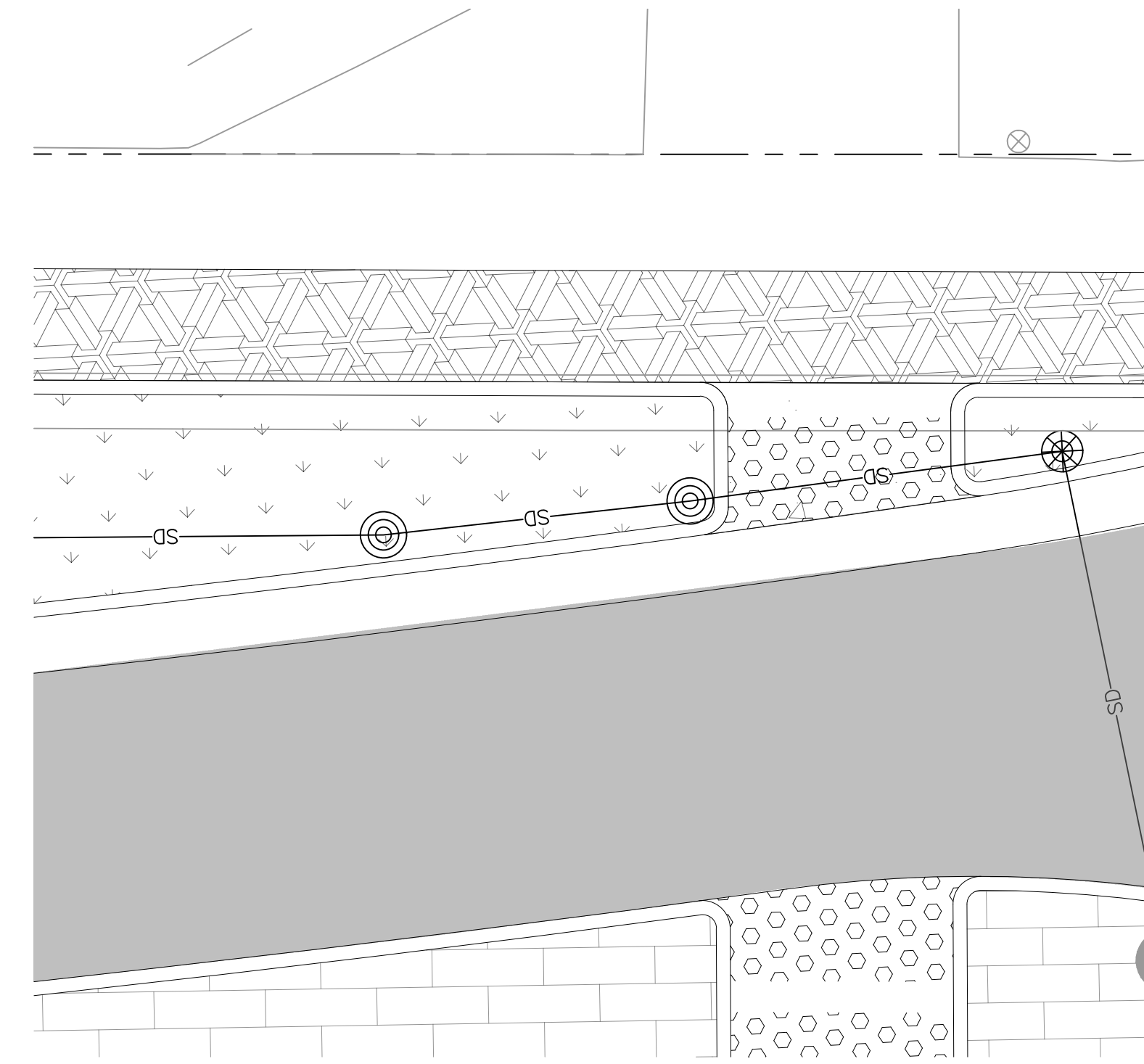
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Sheet Number
30 of 75

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CURB RAMP ENLARGEMENTS
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

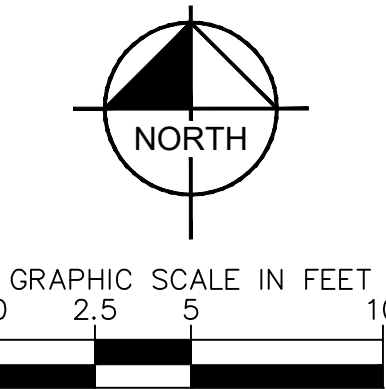
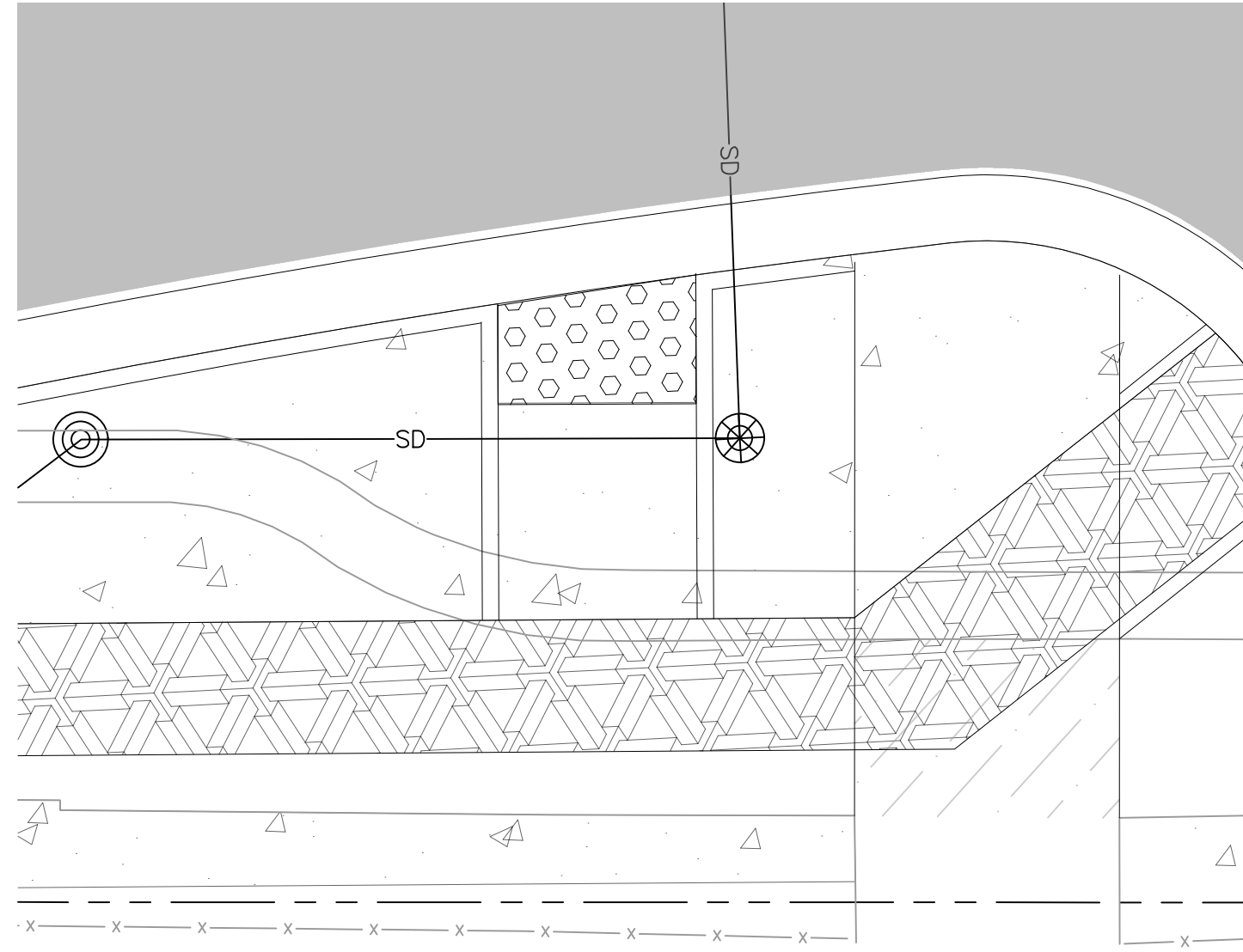
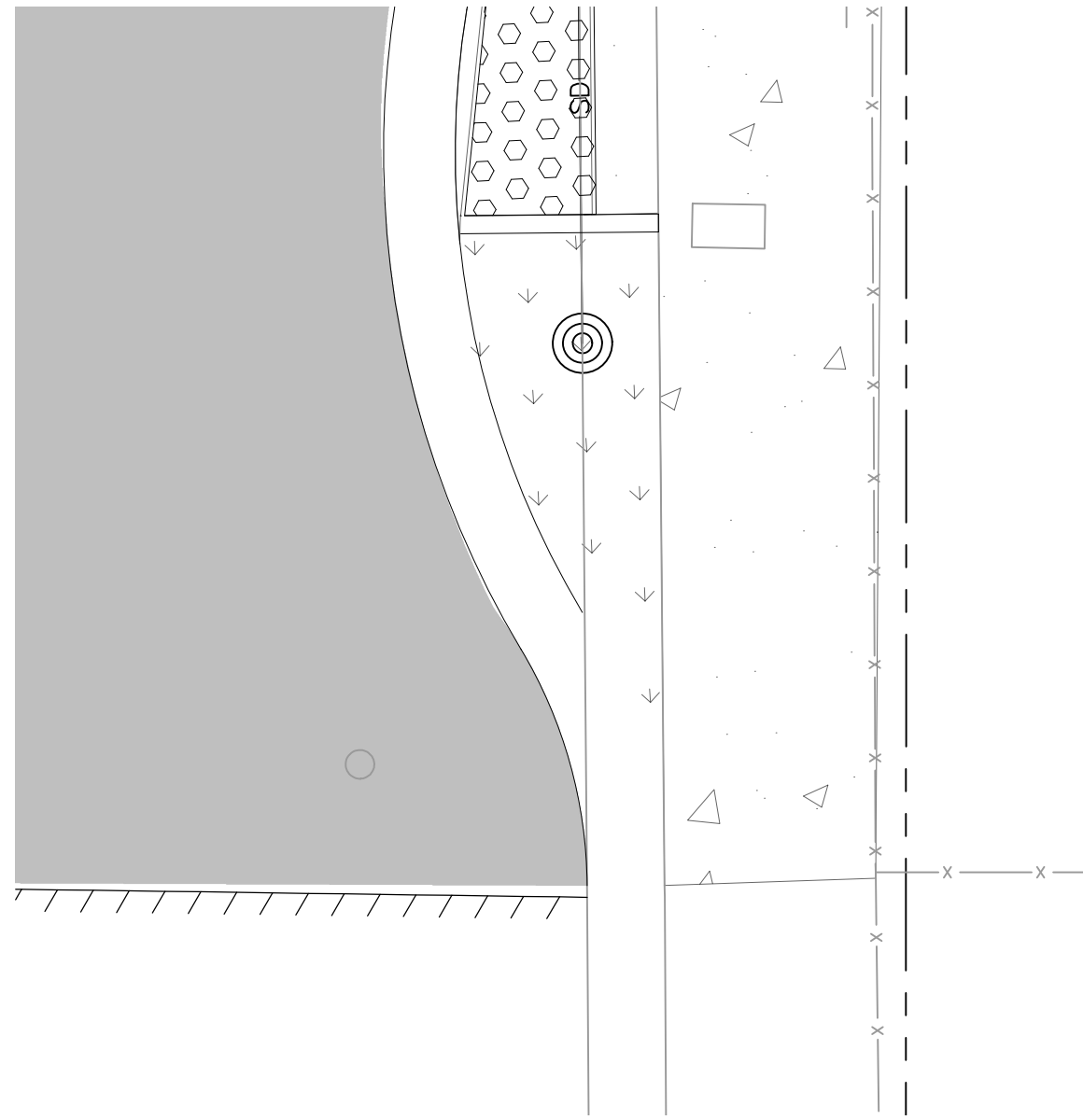
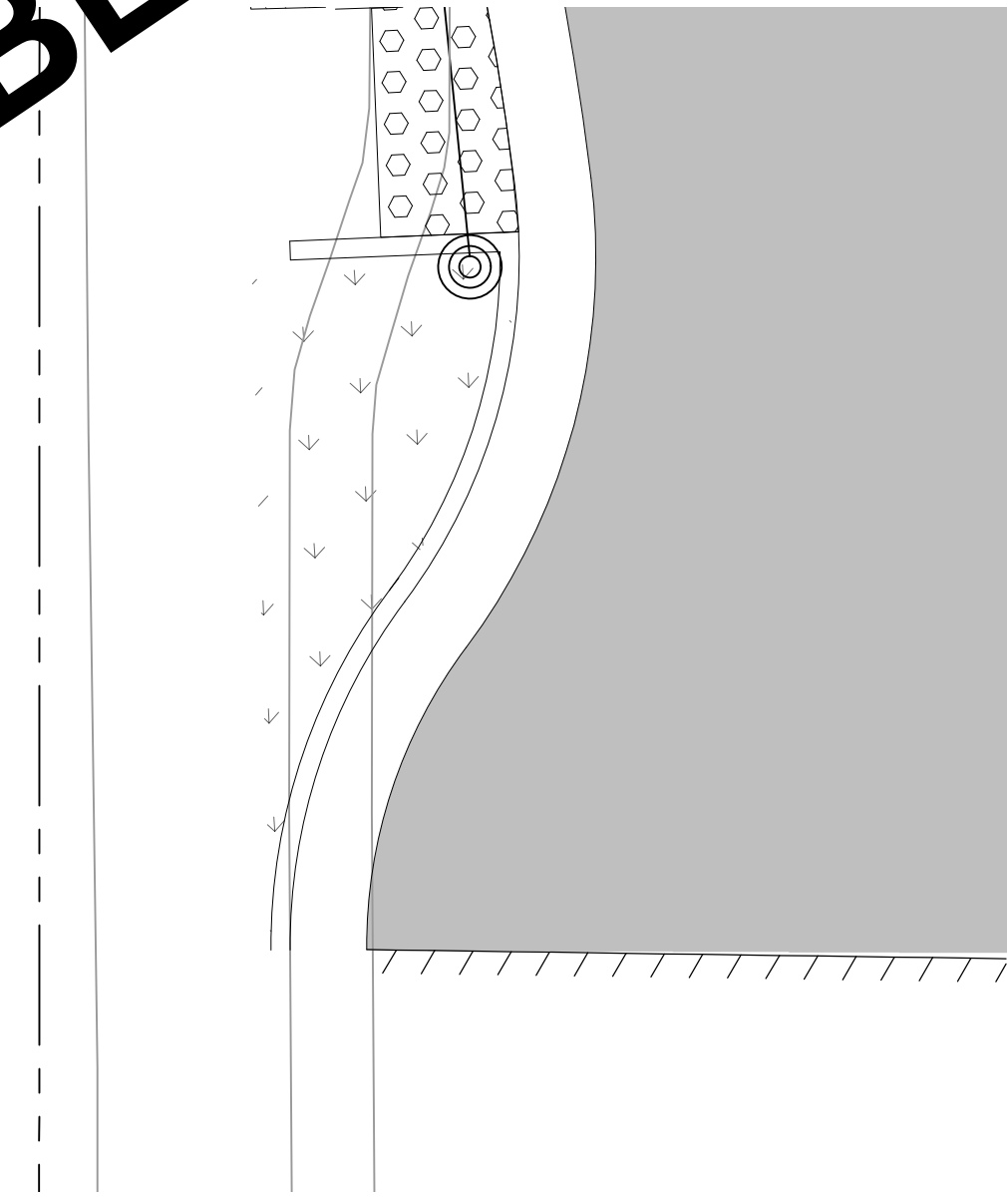
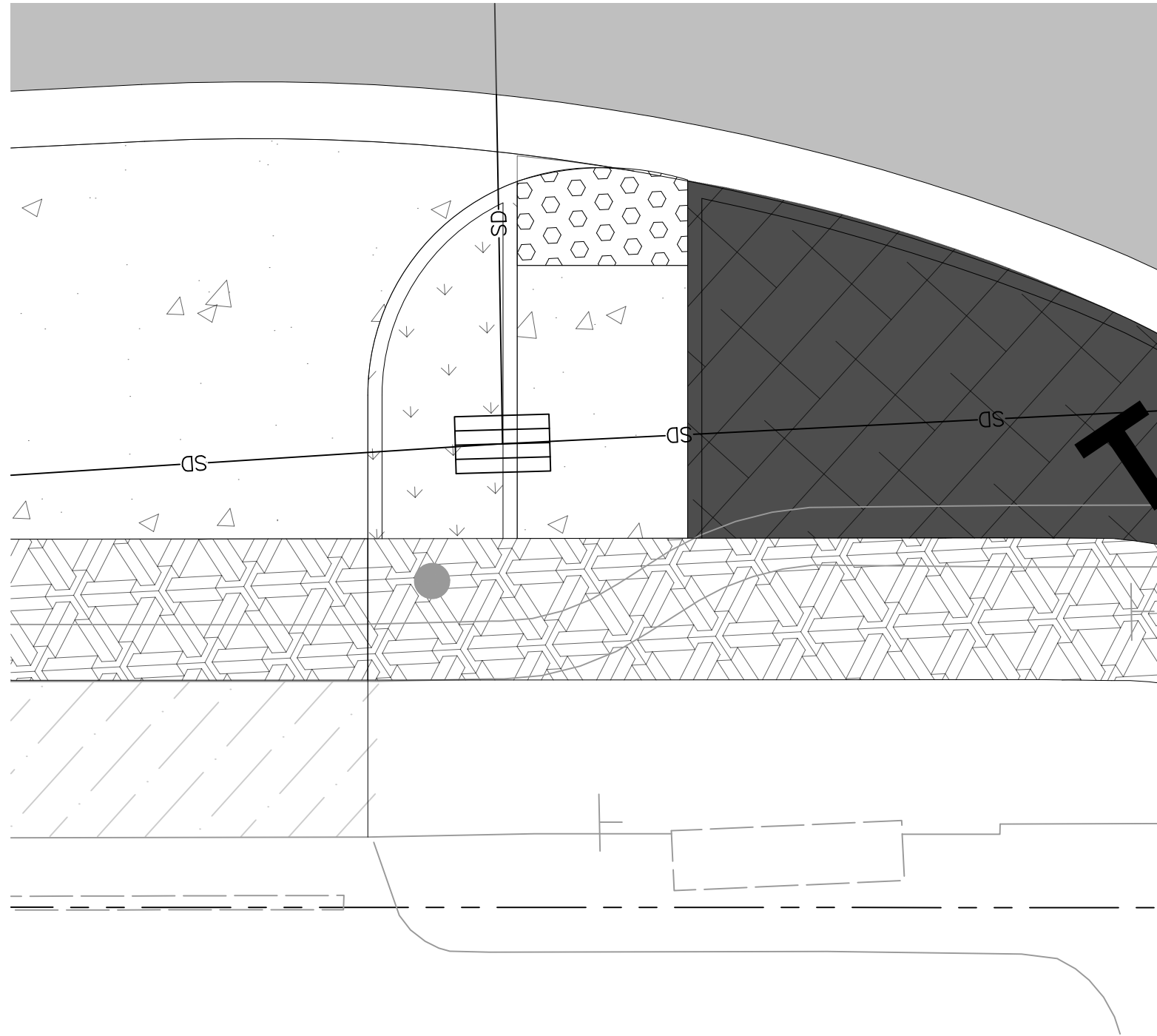
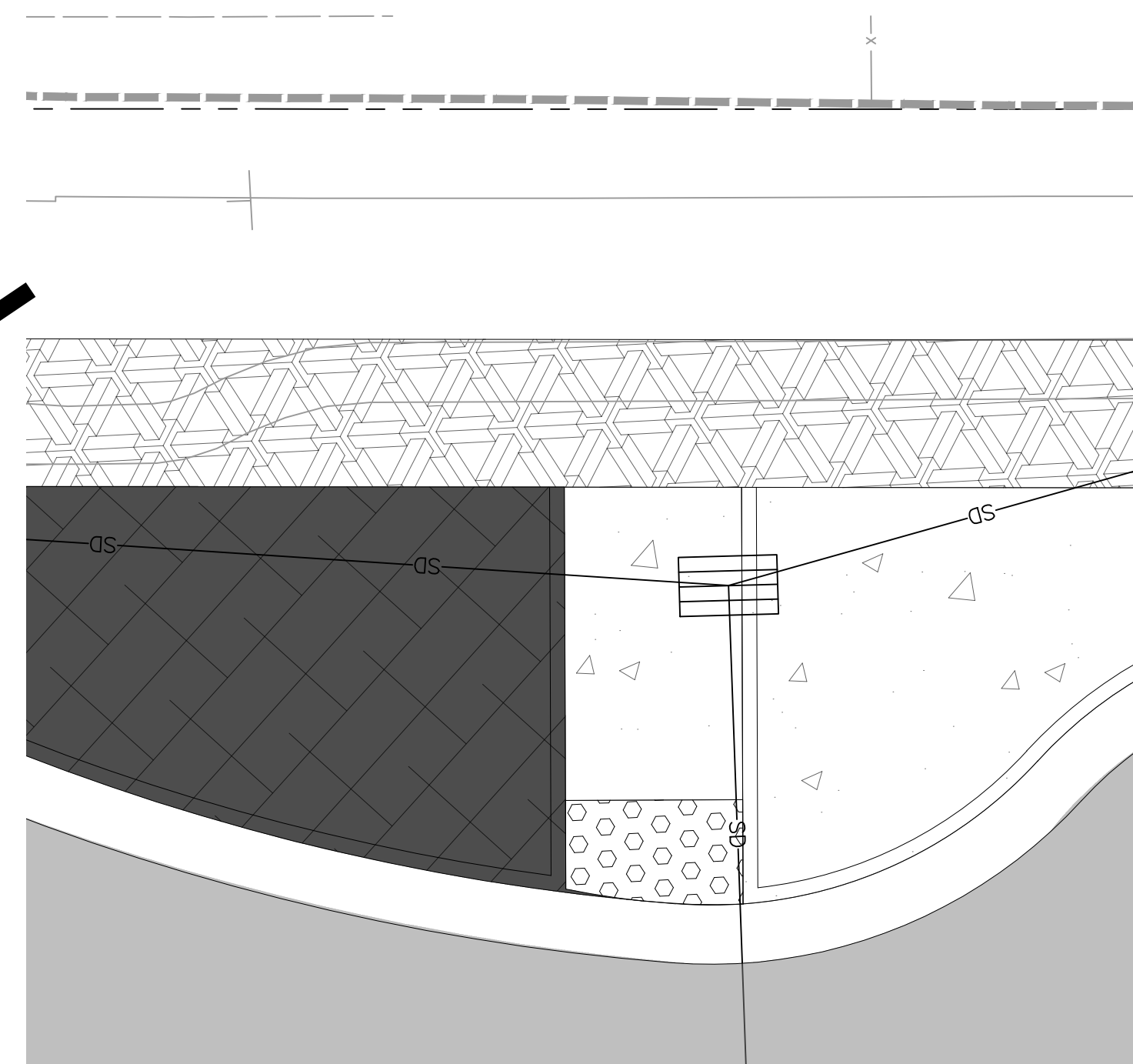
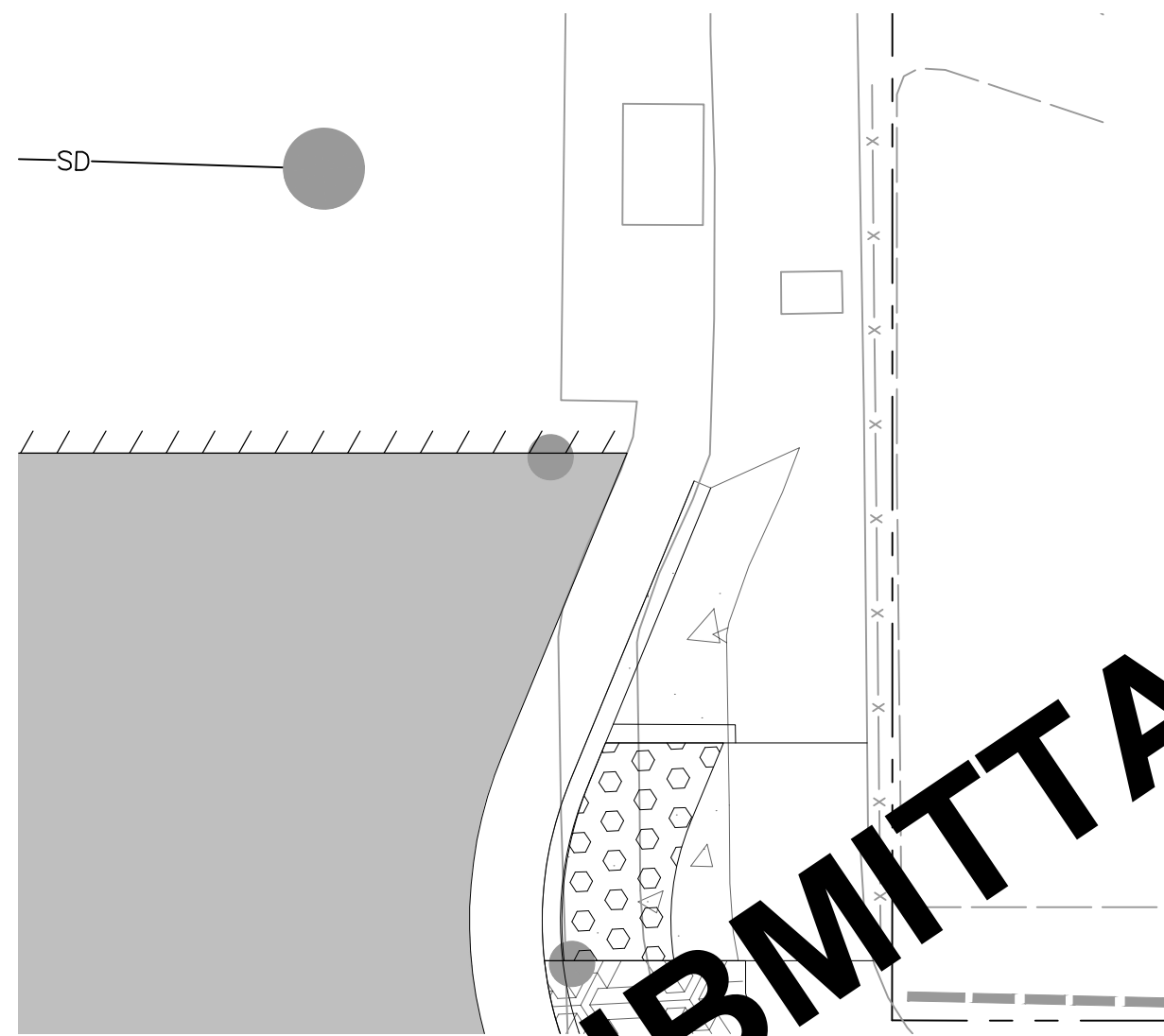
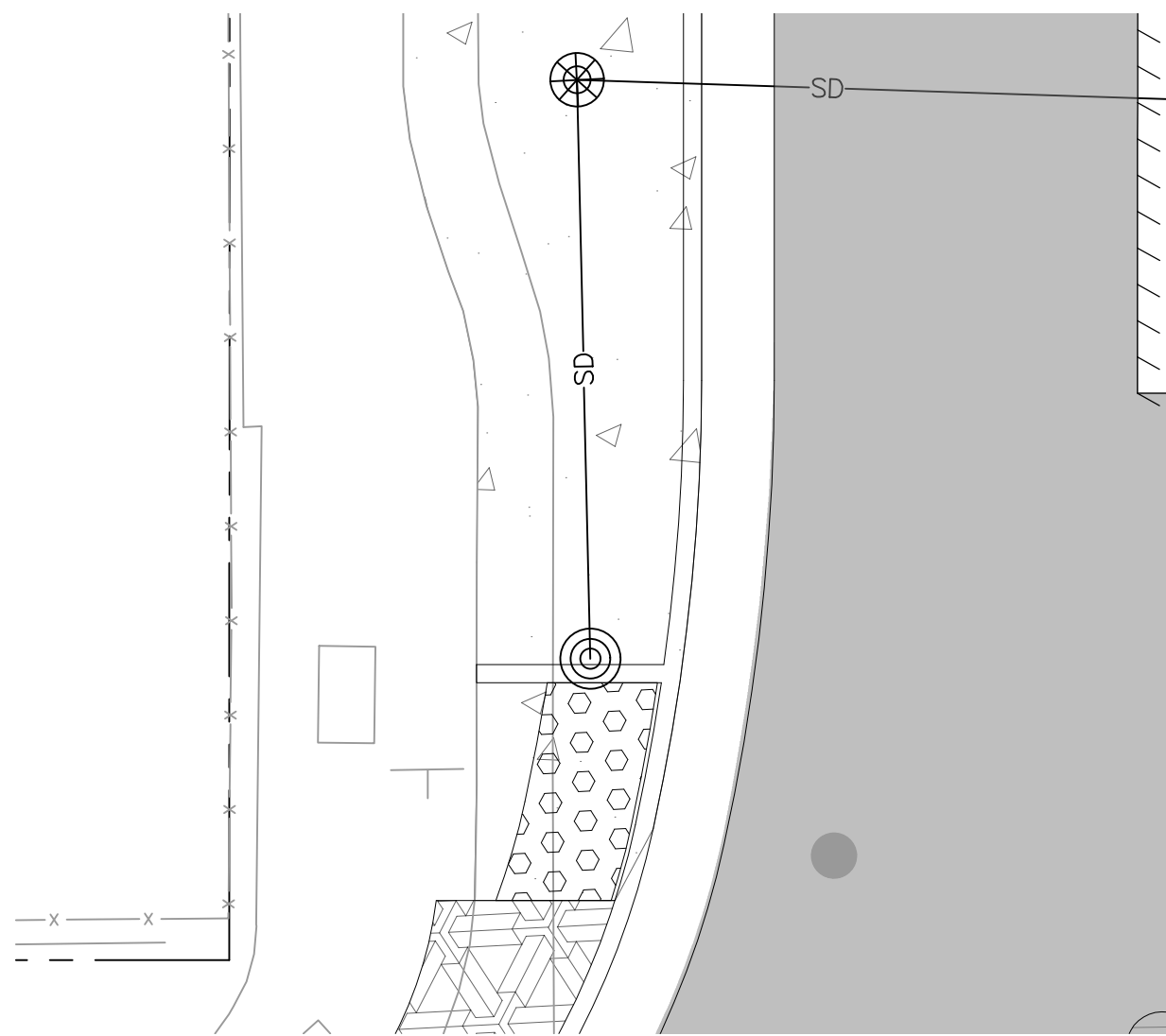
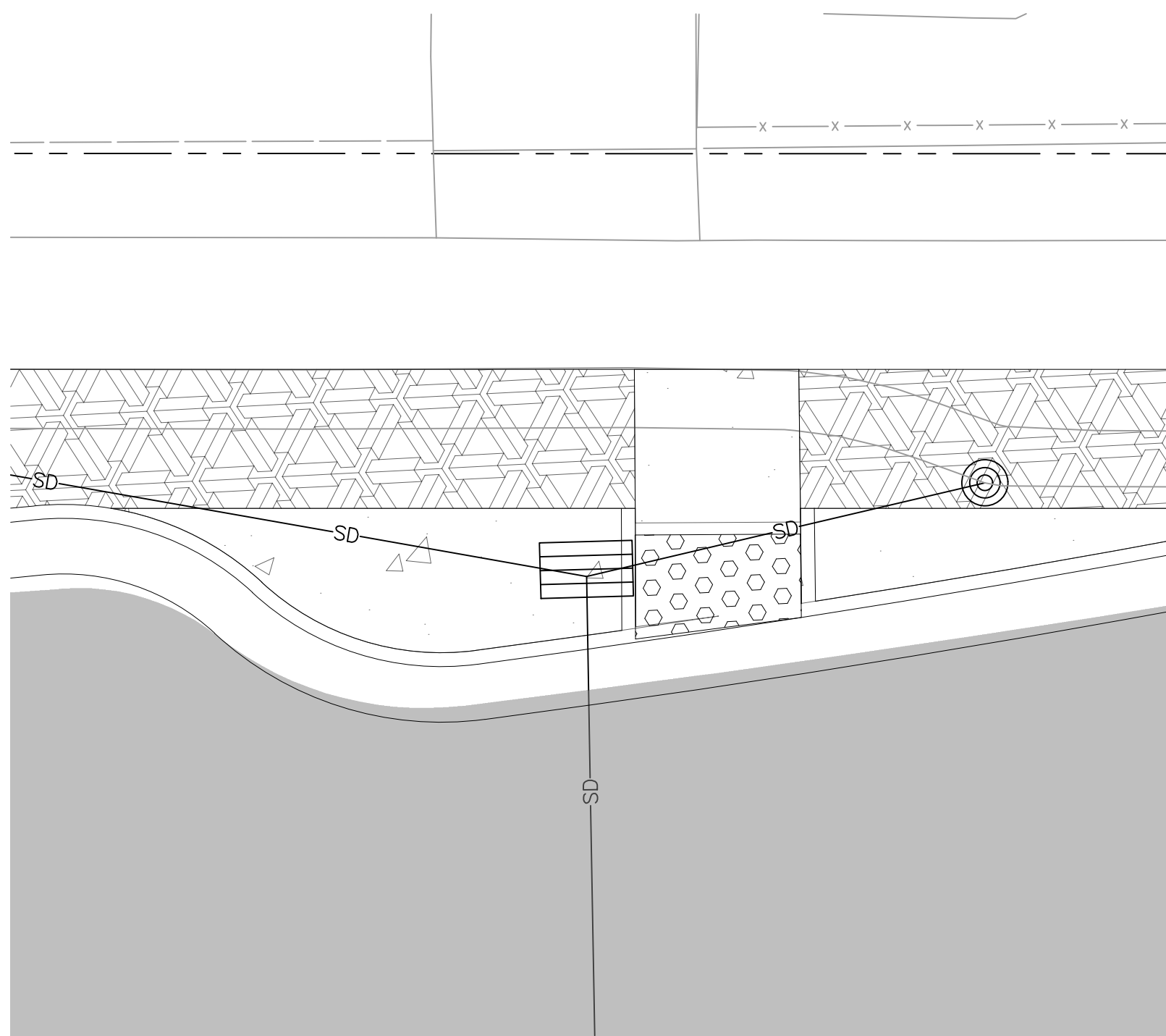
City of Seaside
440 Harcourt Ave
Seaside, CA 93955

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Sheet Number	31 of 75

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City of Seaside
Monterey County
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City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number	----
Sheet Number	32 of 75

FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES
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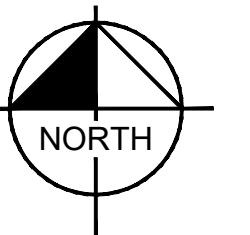
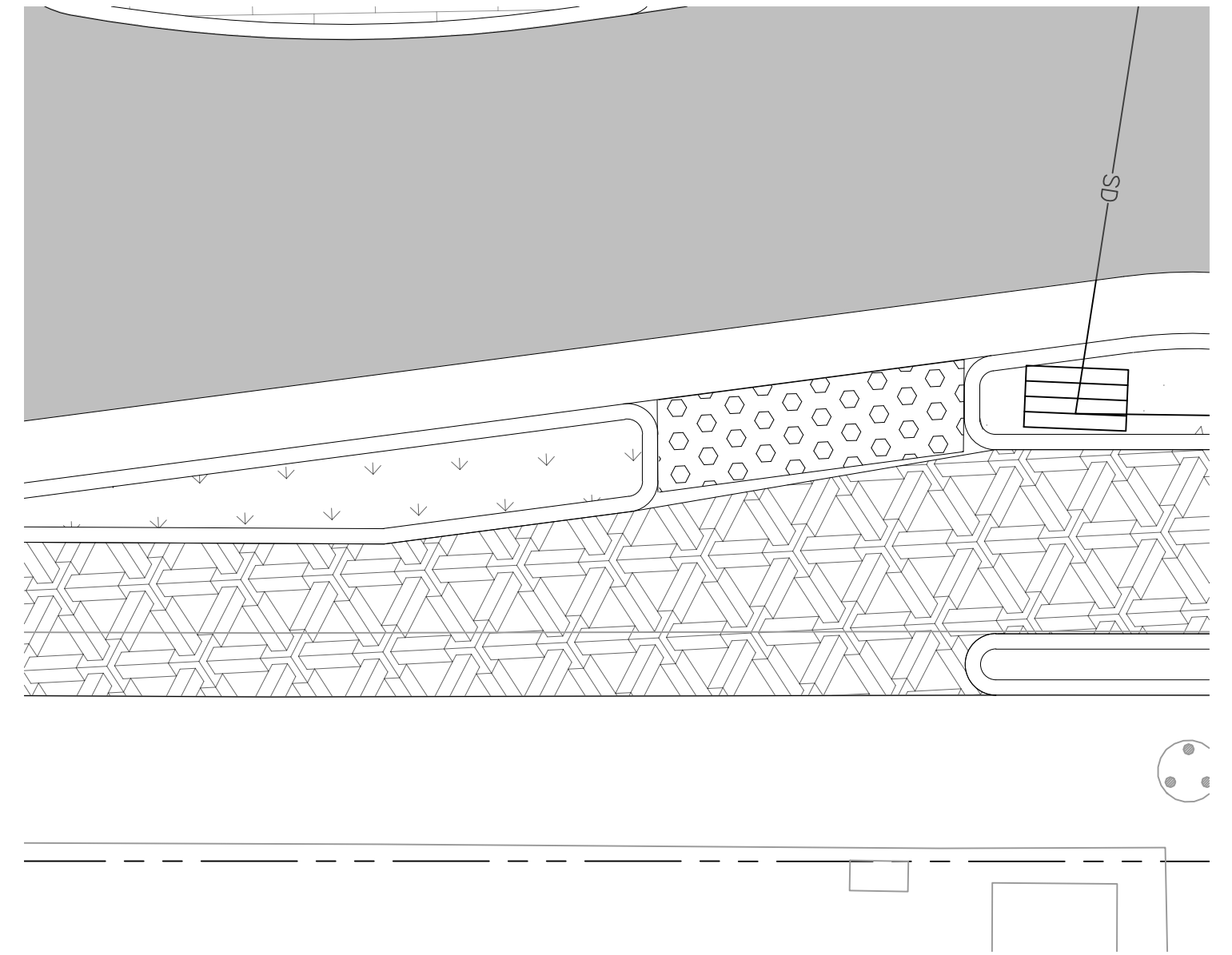
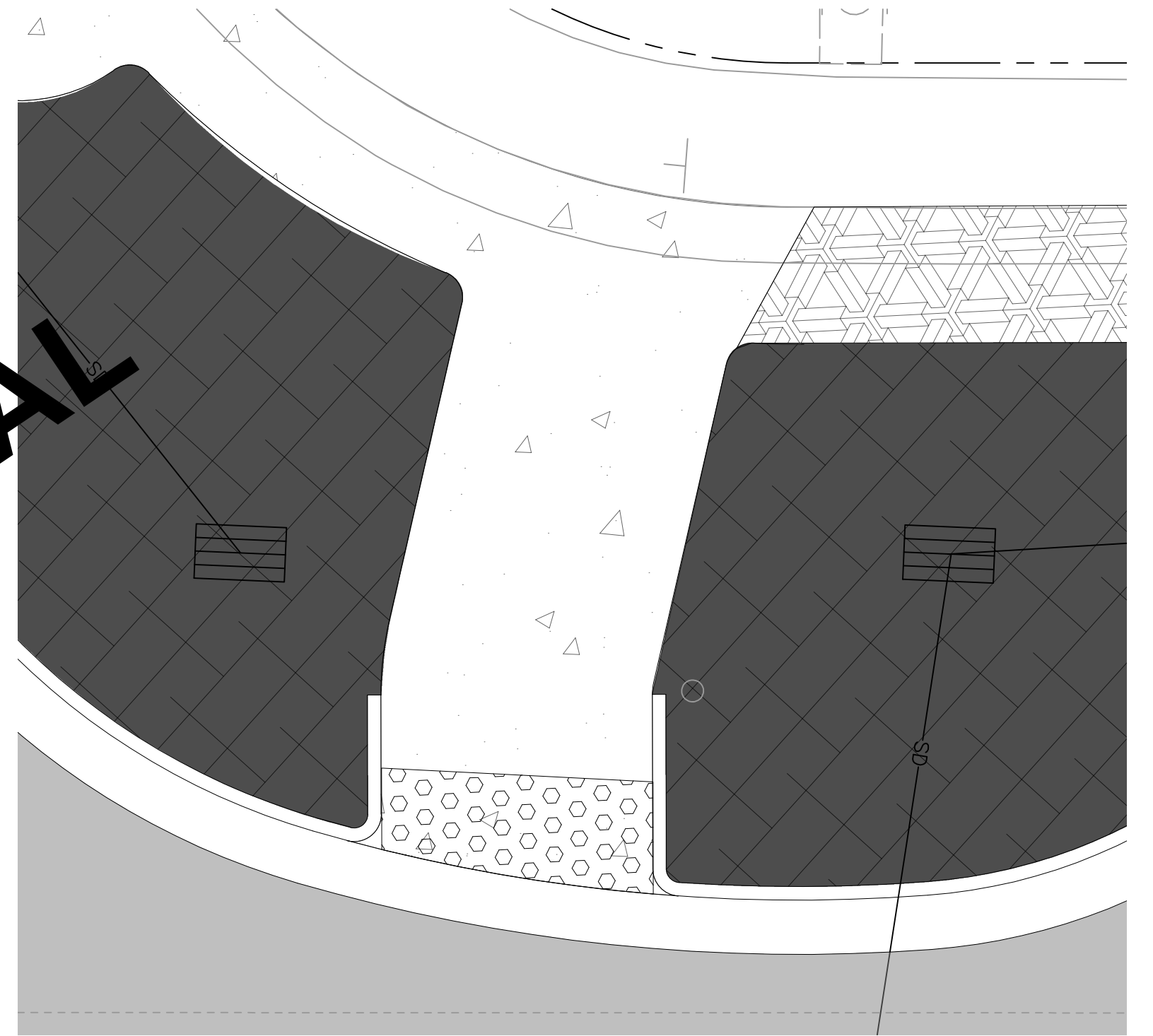
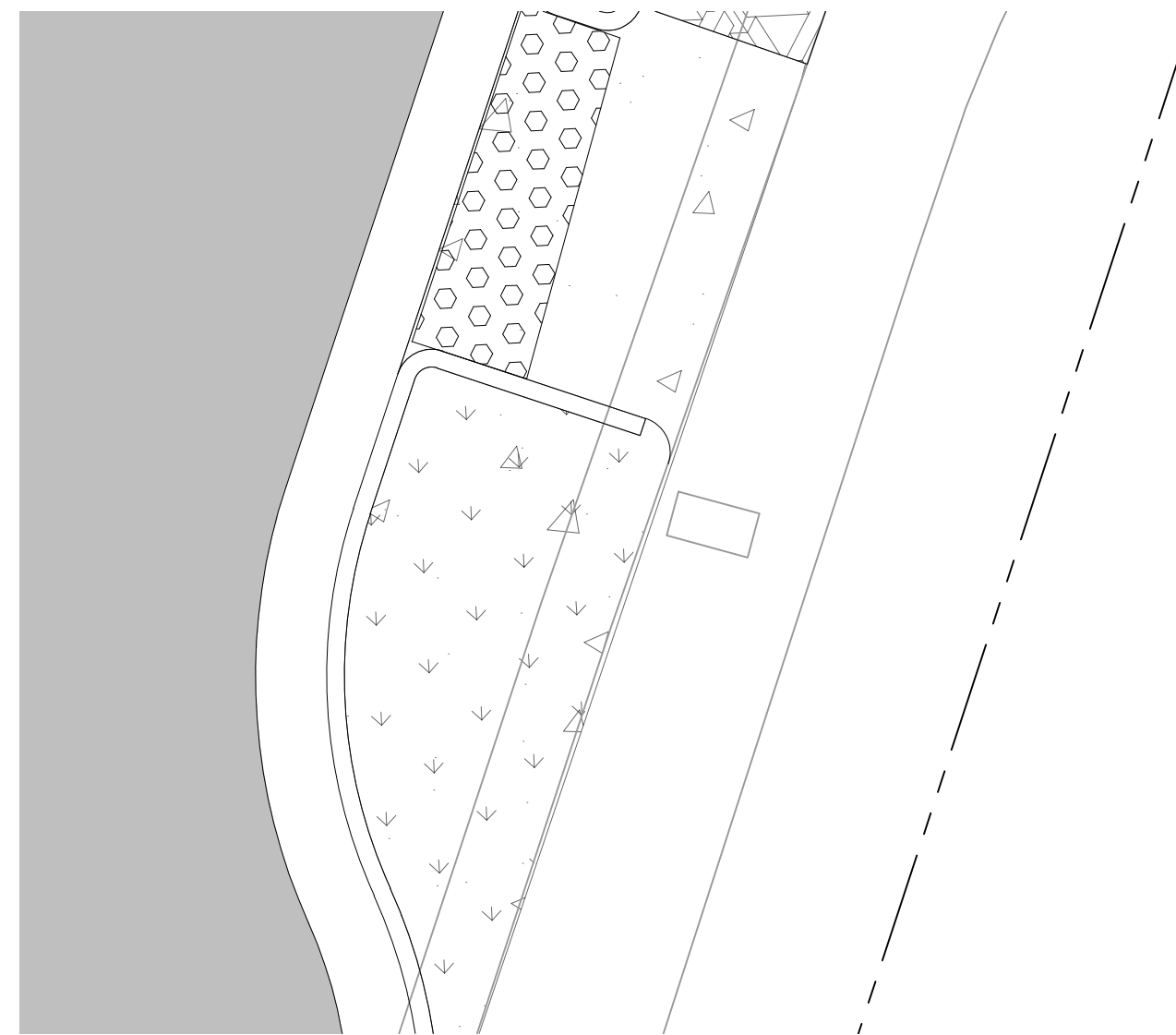
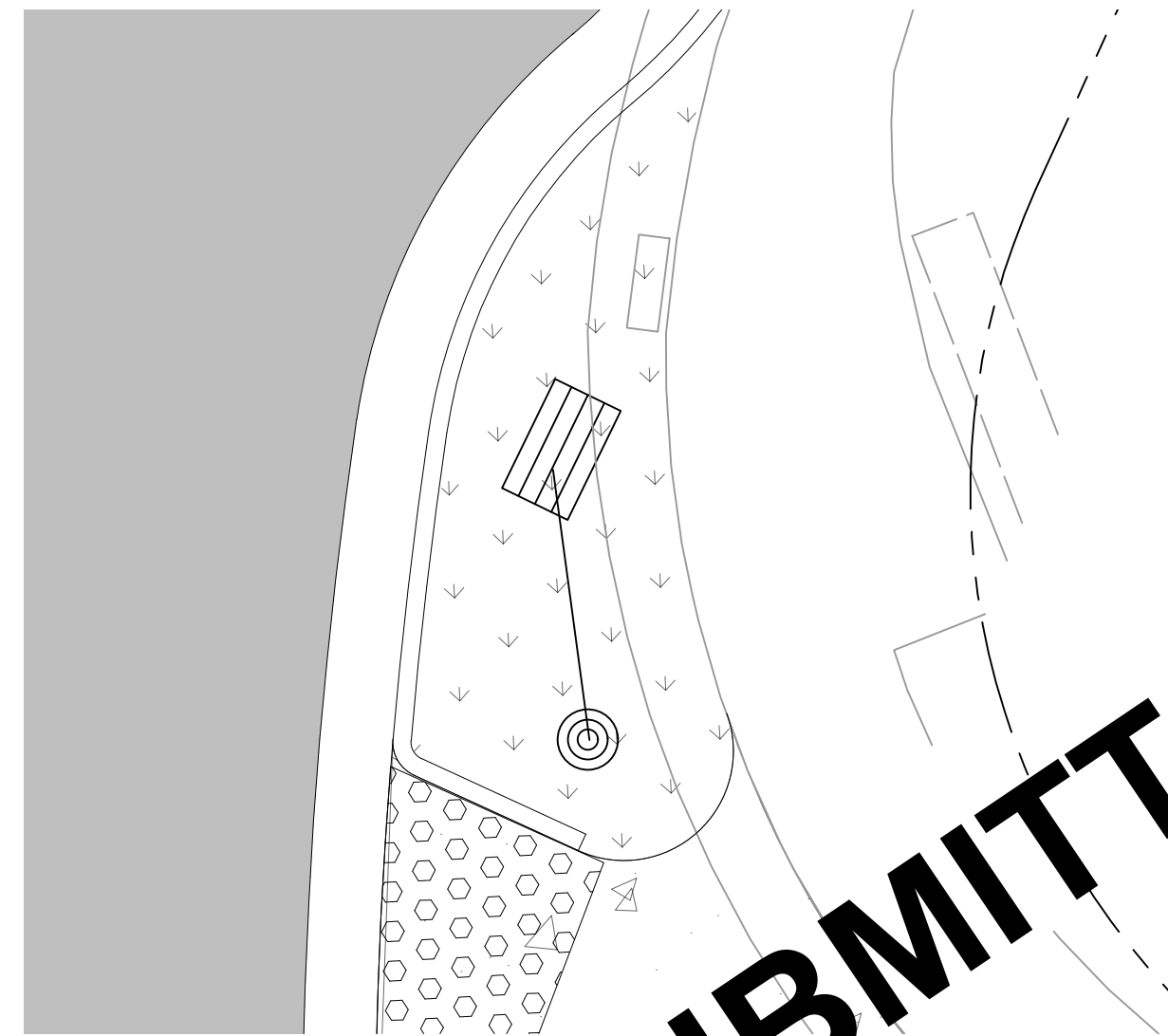
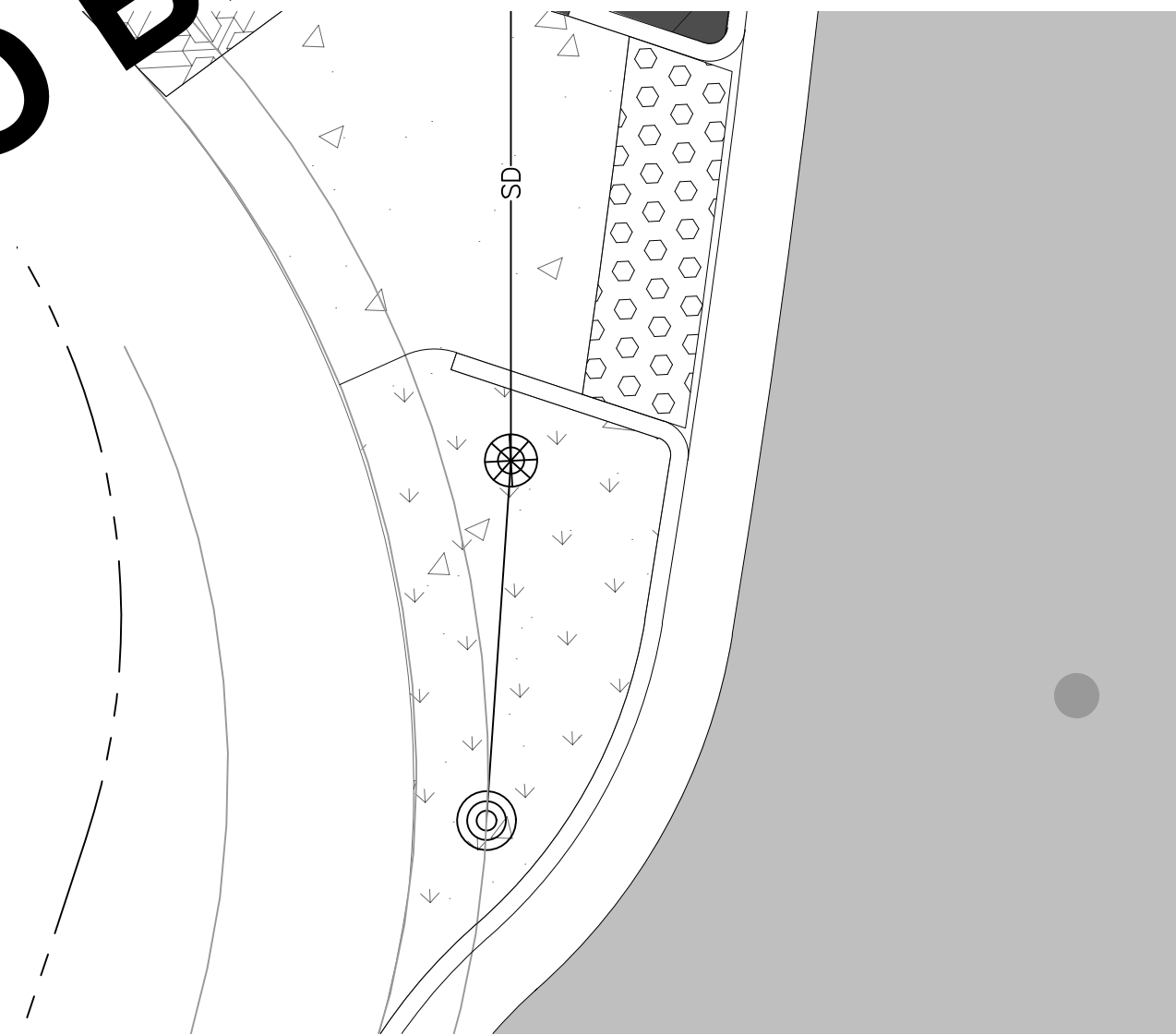
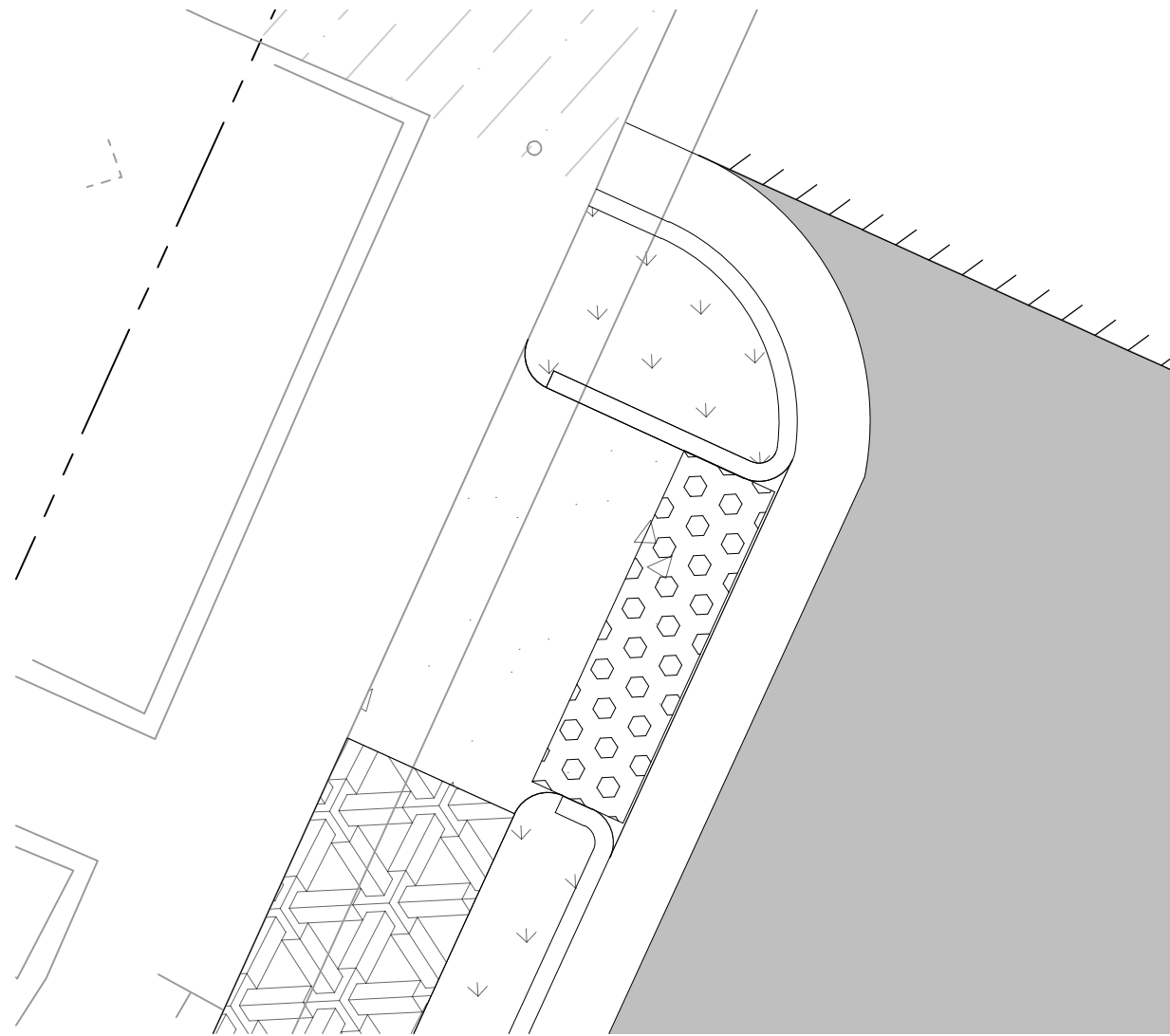
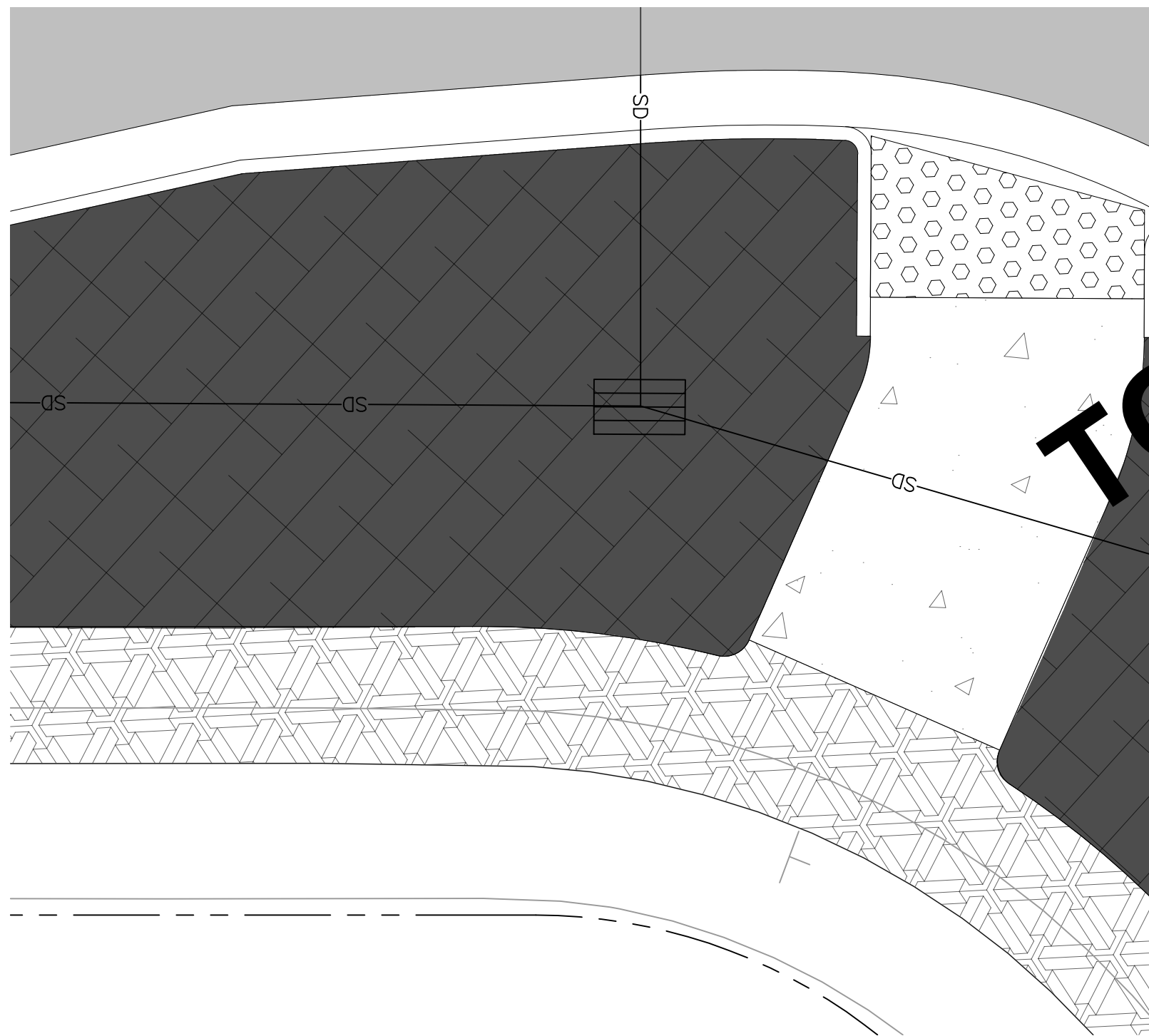
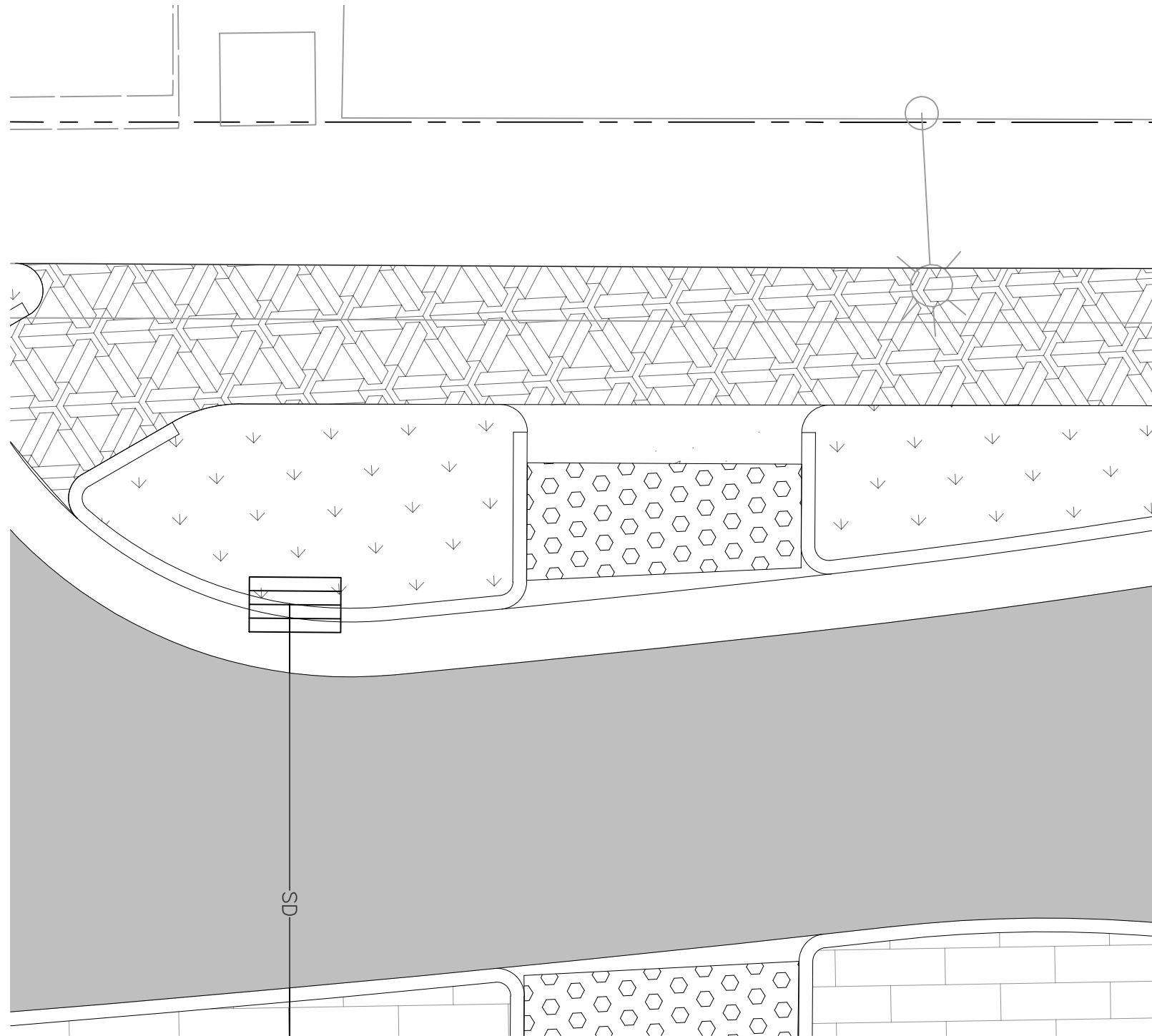
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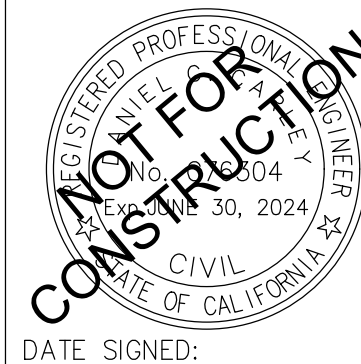
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0 2.5 5 10

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BROADWAY AVE COMPLETE STREET CORRIDOR
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City of Seaside
Monterey County
California

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number

Sheet Number

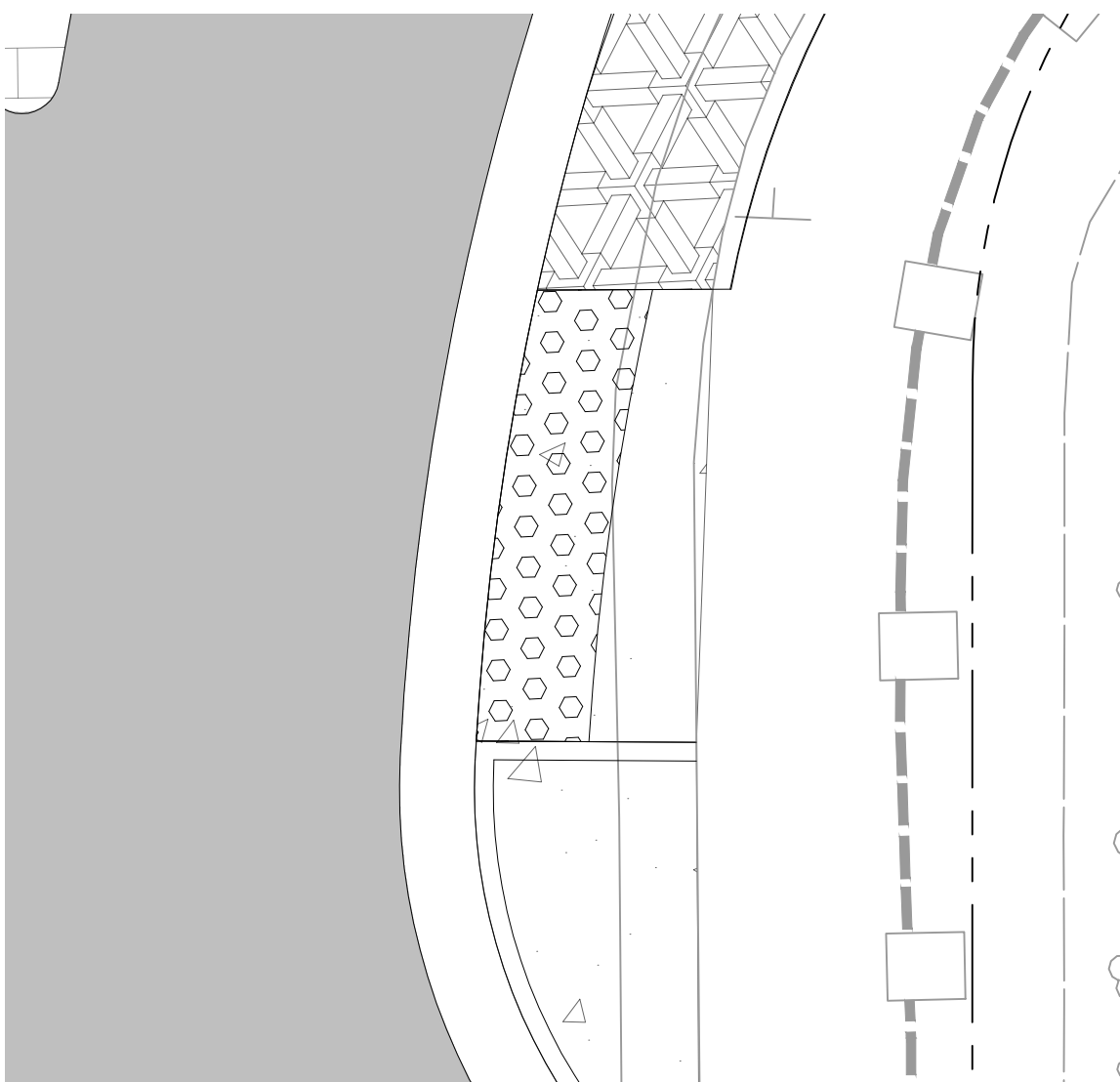
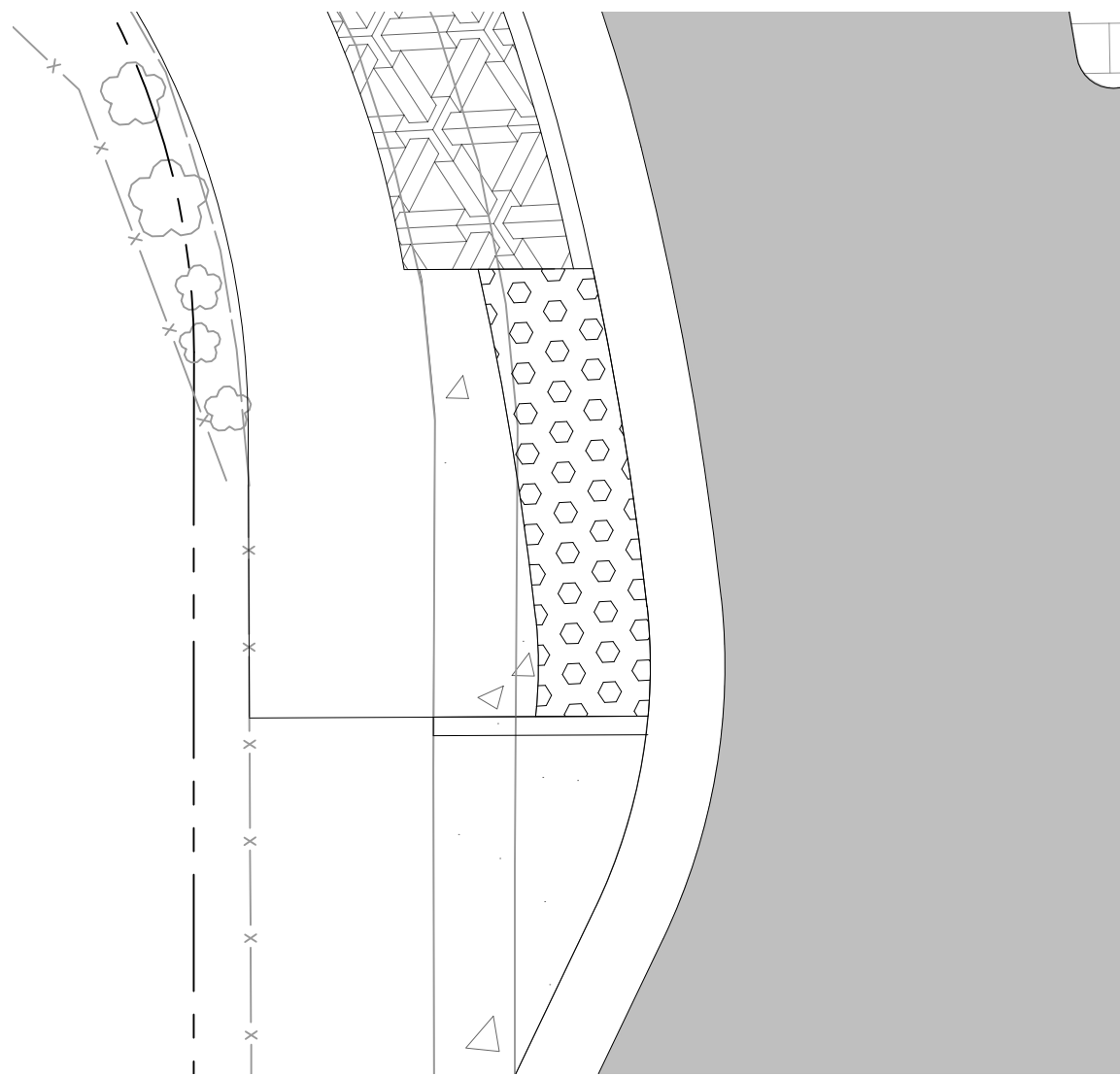
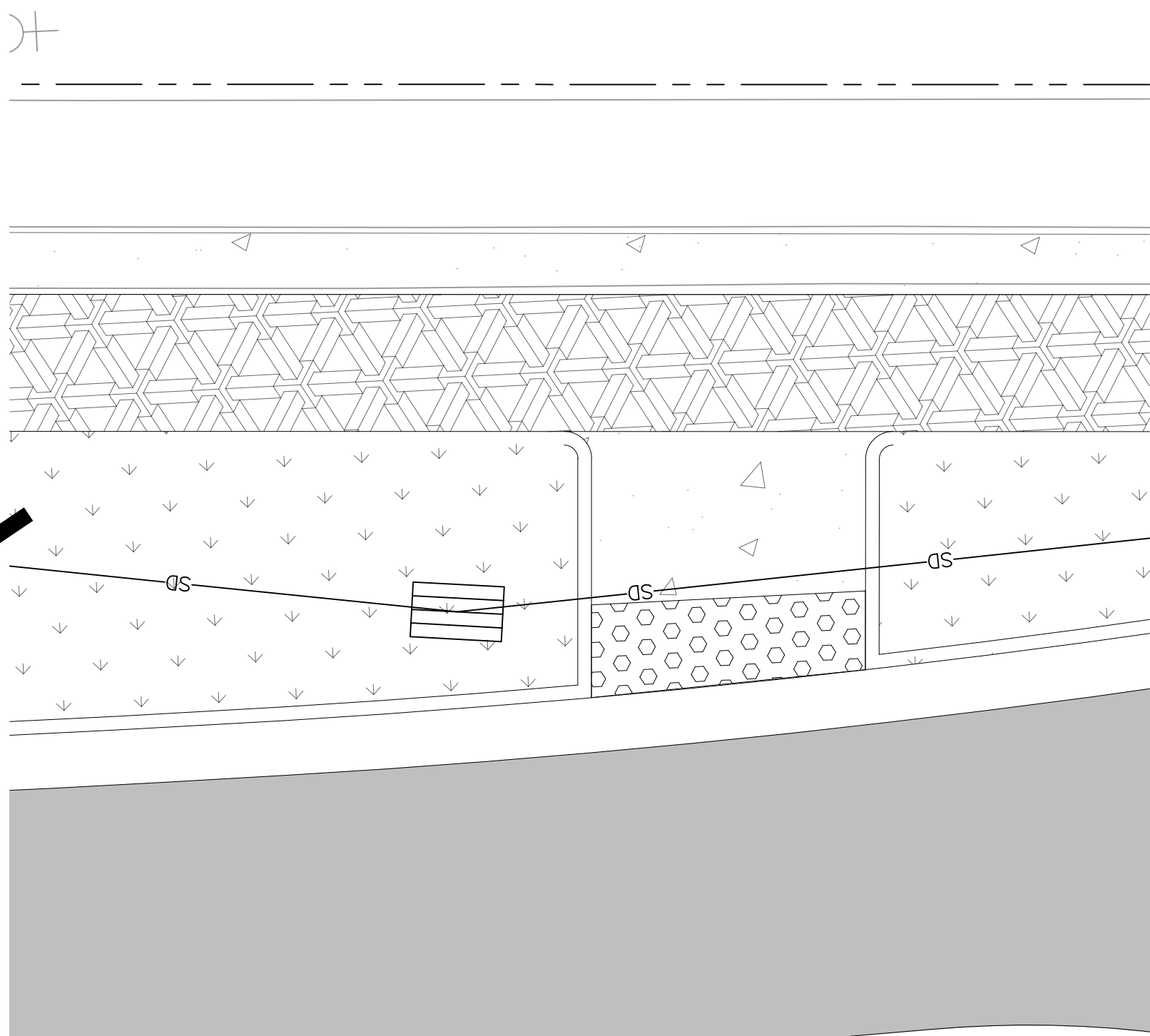
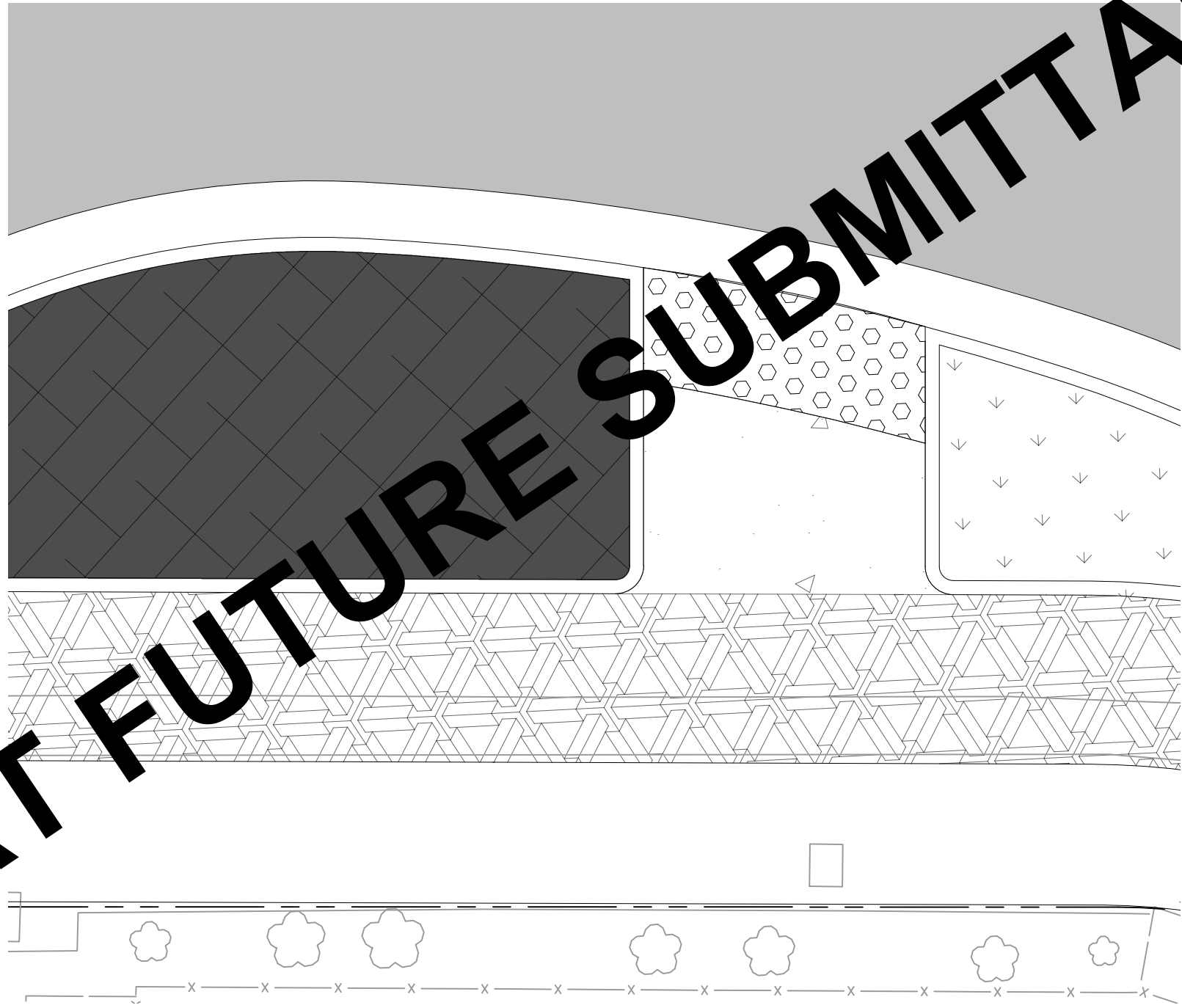
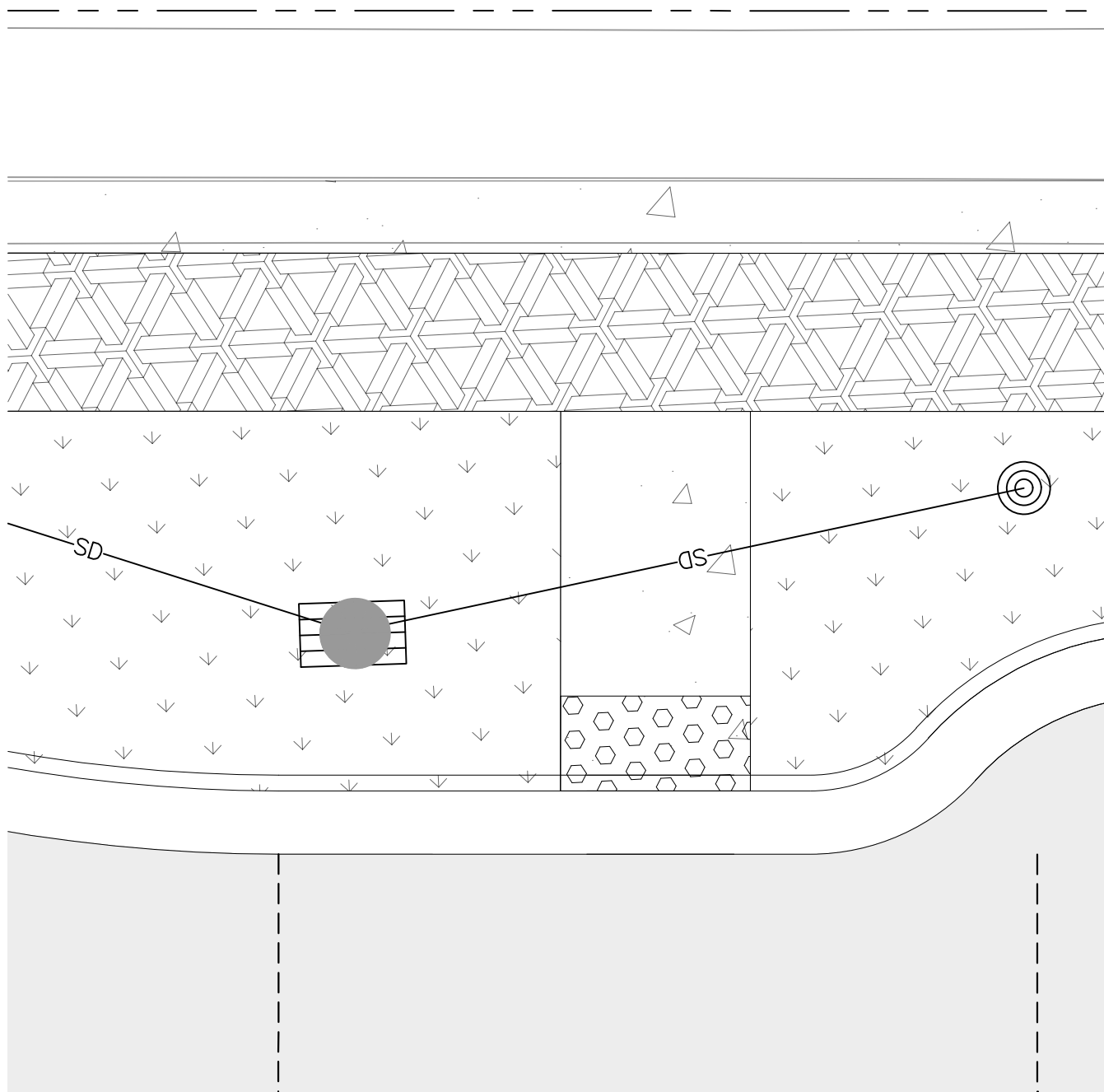
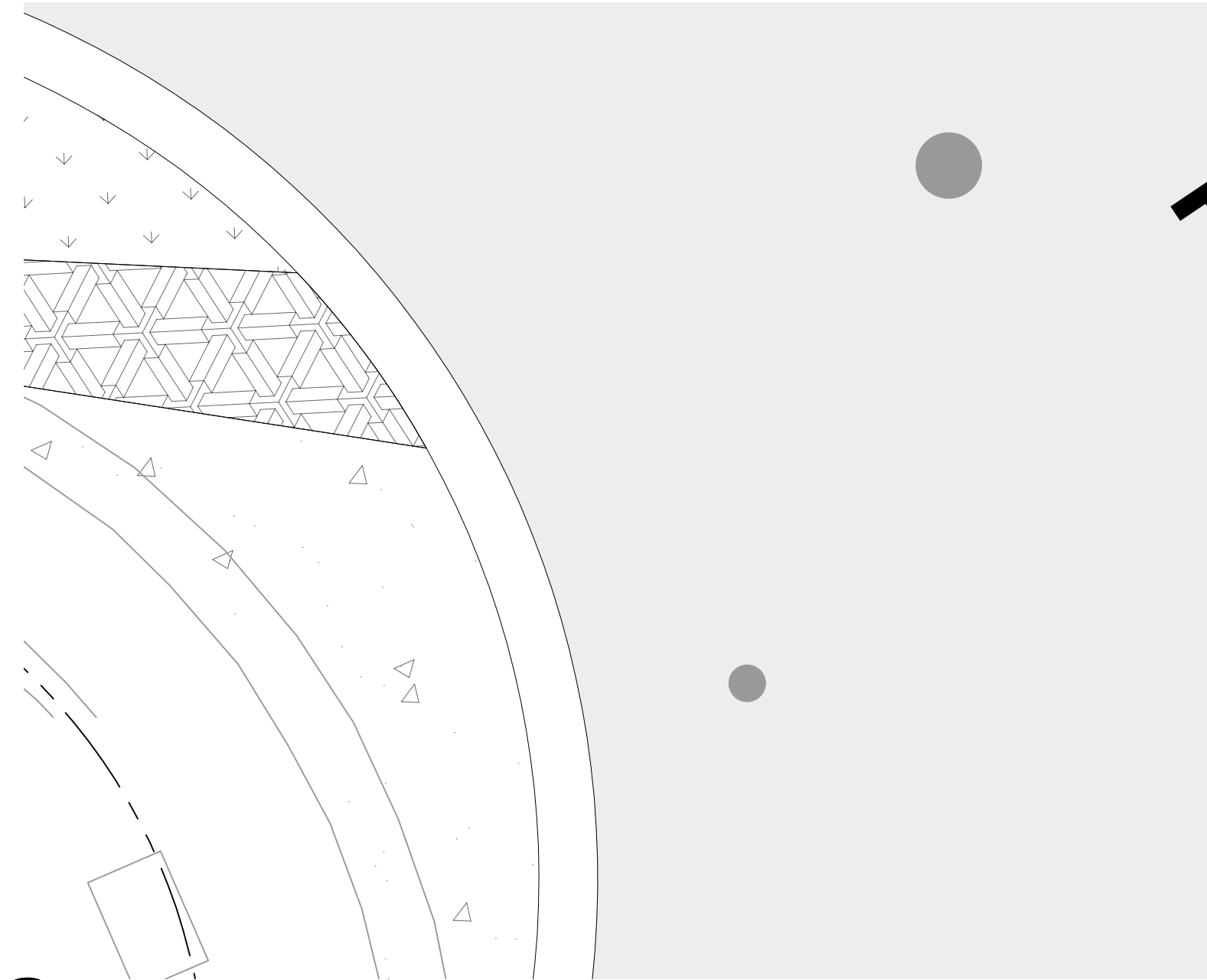
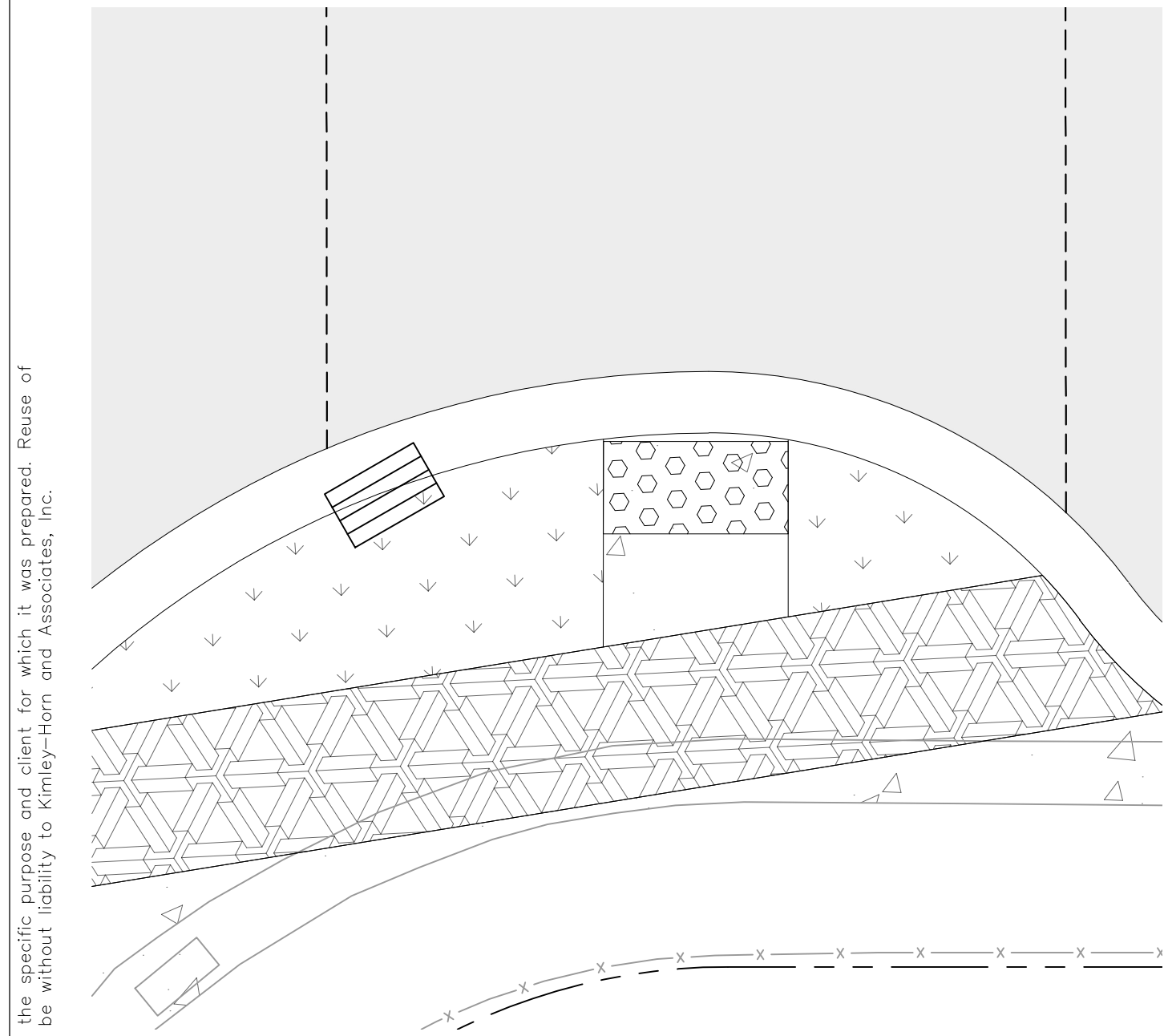
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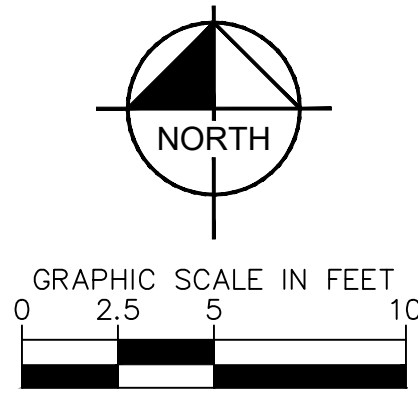


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CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS

CURB RAMP ENLARGEMENTS
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

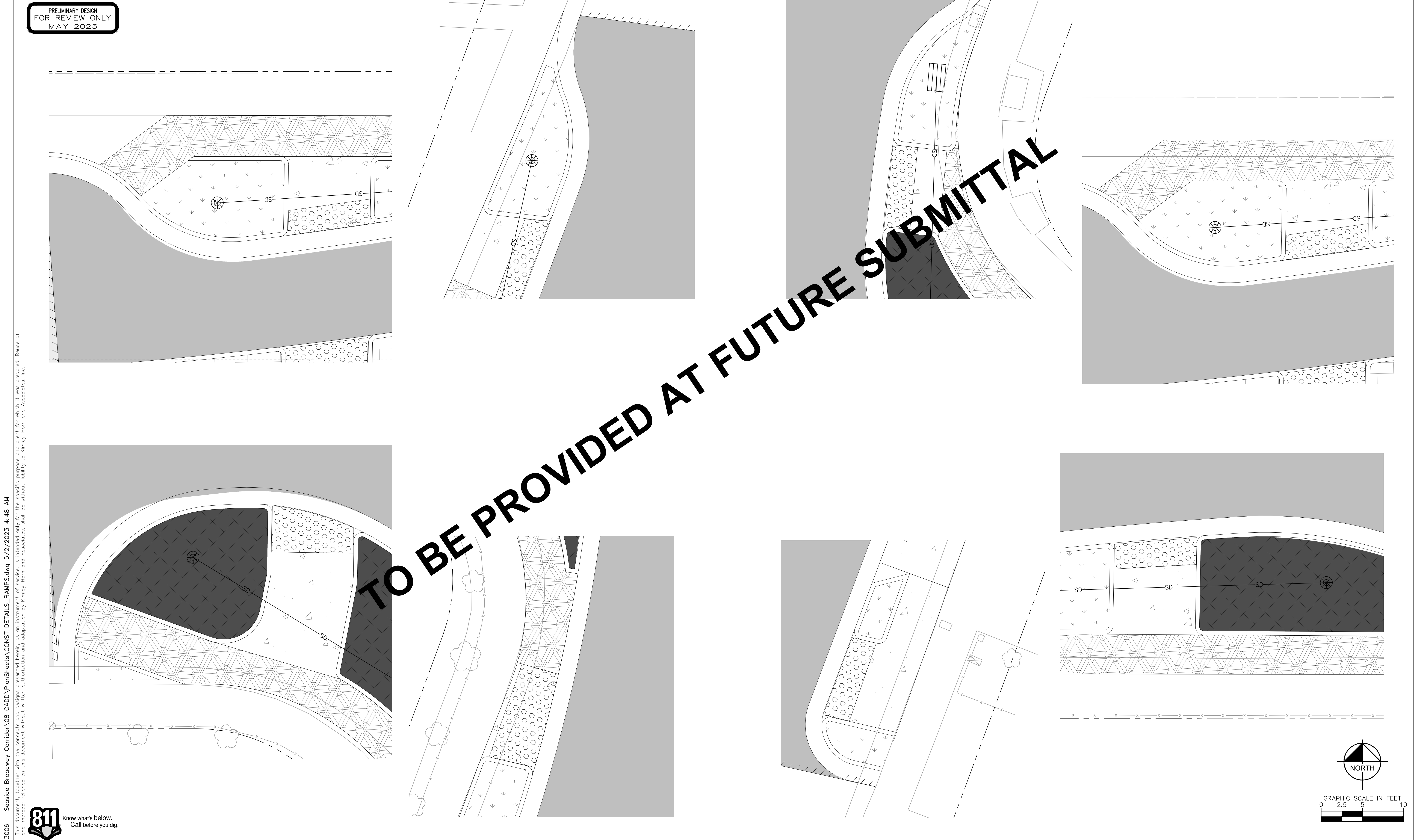
City of Seaside
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City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number	----
Sheet Number	34 of 75

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CURB RAMP ENLARGEMENTS
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

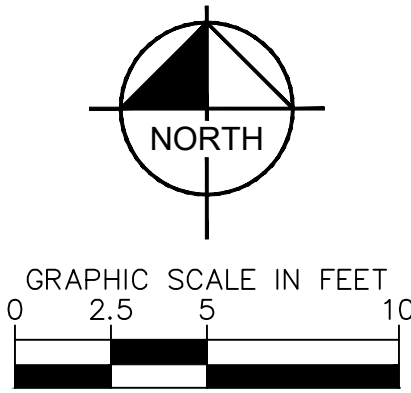
City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number

Sheet Number

Sheet **35** of **75**

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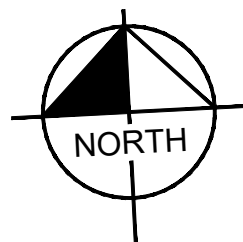
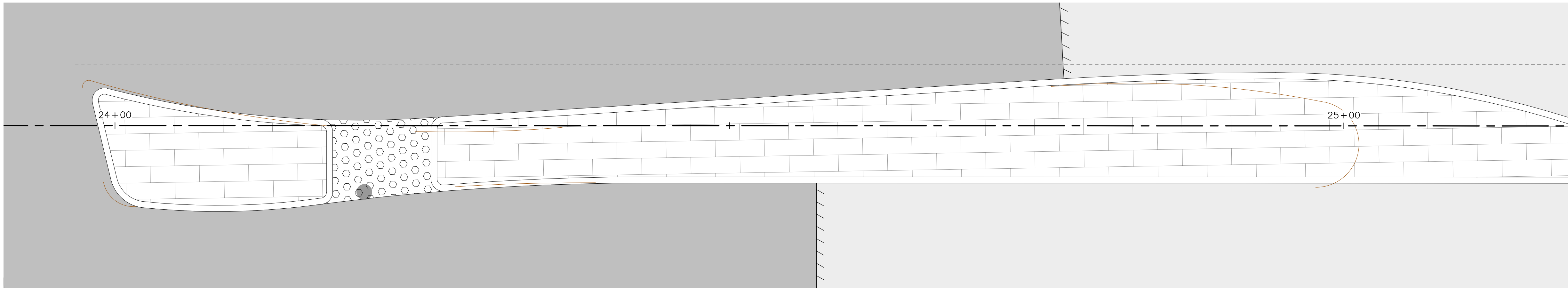
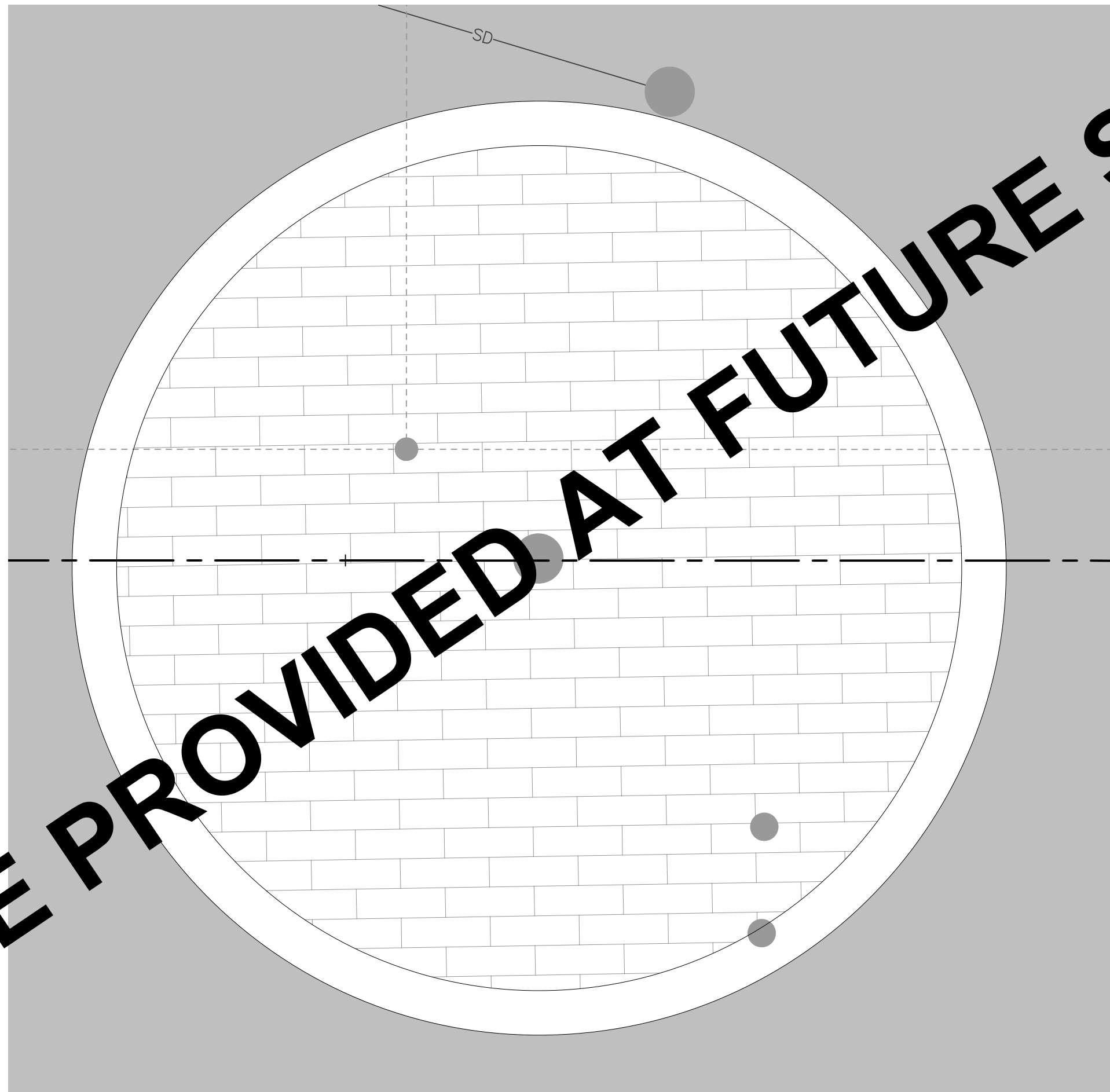
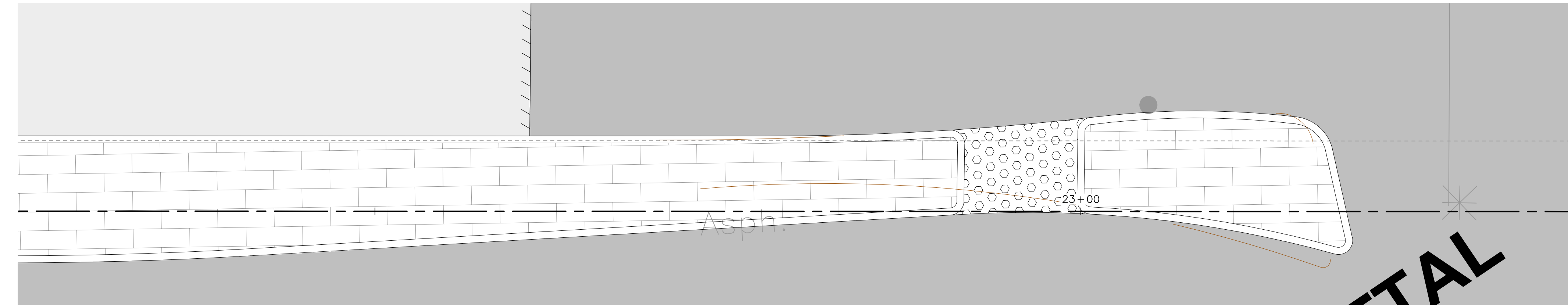
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Drawing Number

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Sheet **36** of **75**

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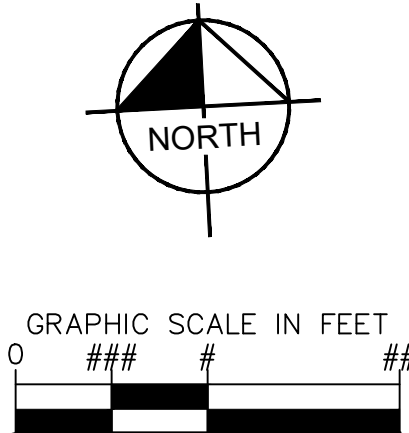
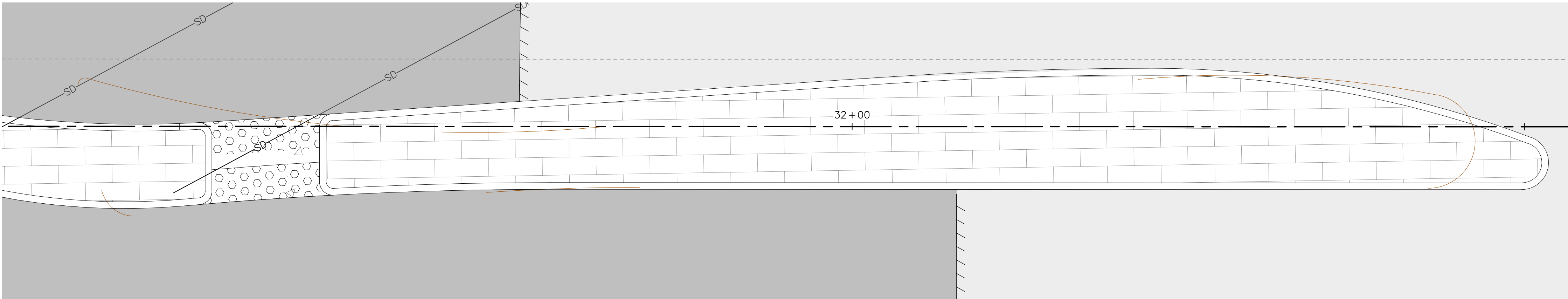
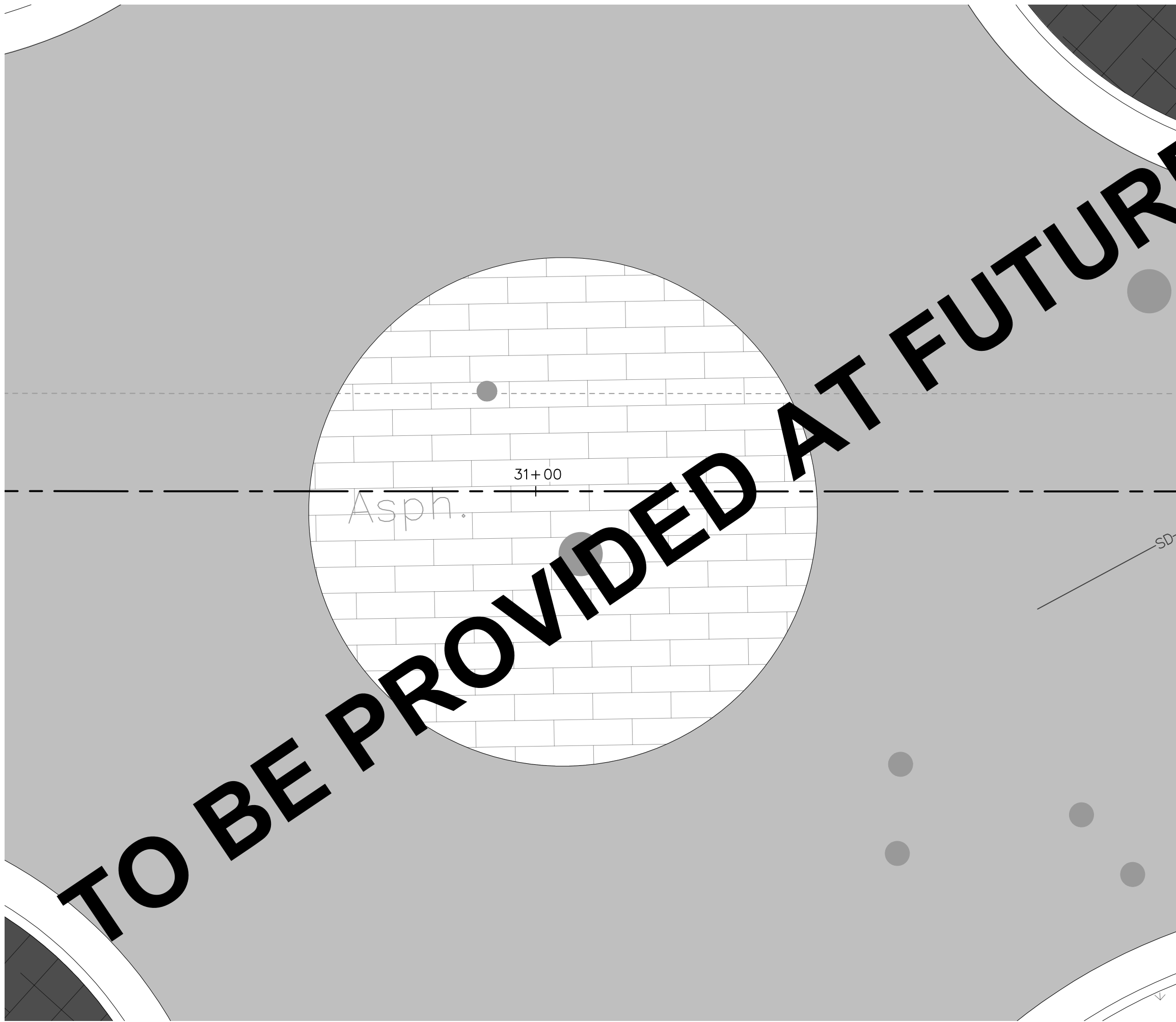
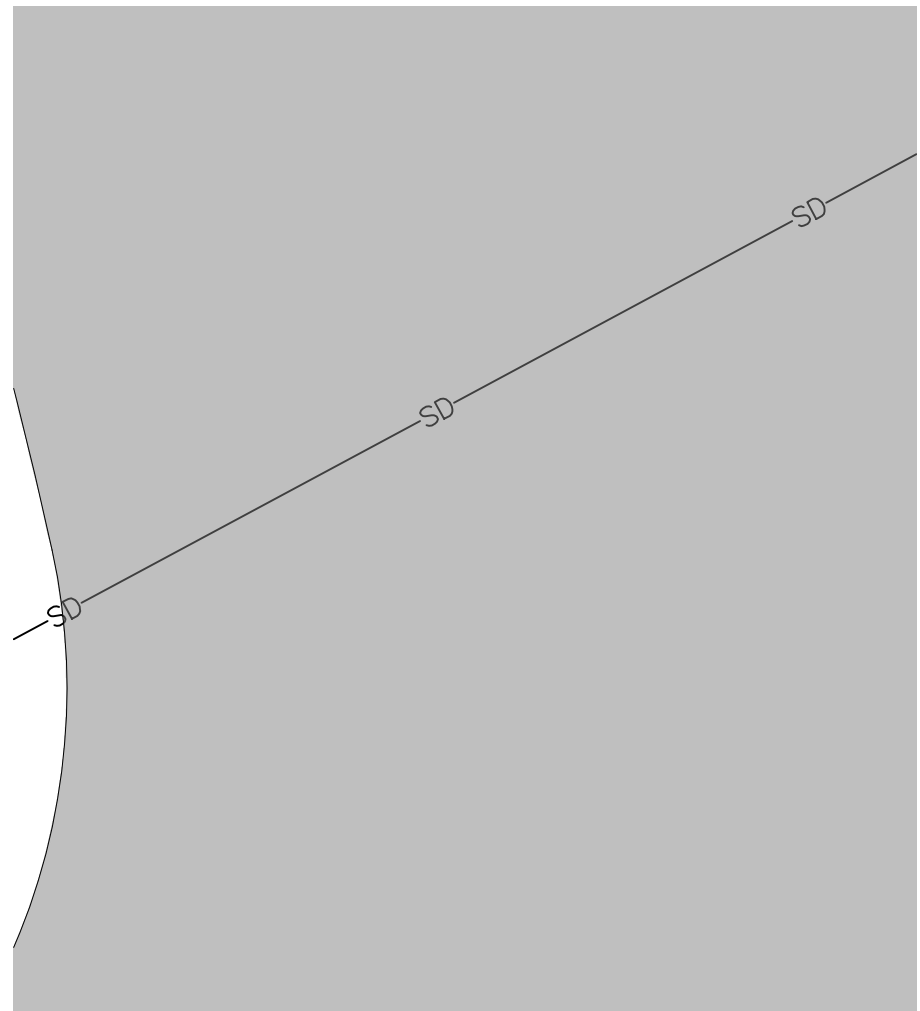
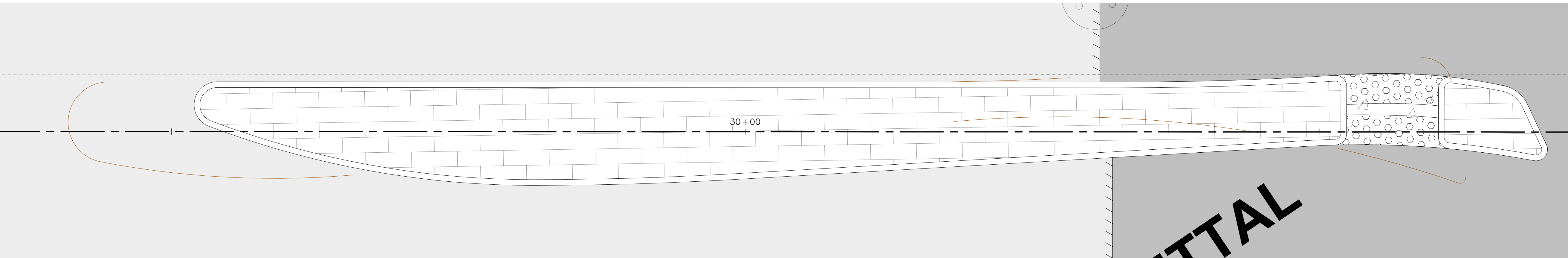


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CITY OF SEASIDE
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Seaside, CA 93955

Drawing Number	----
Sheet Number	
Sheet	37 of 75

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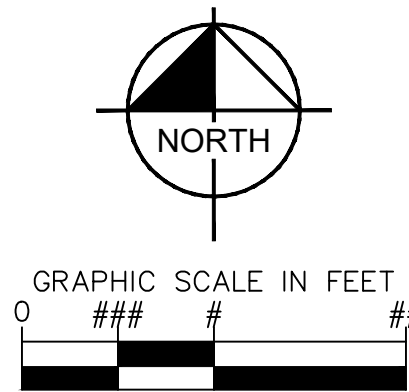
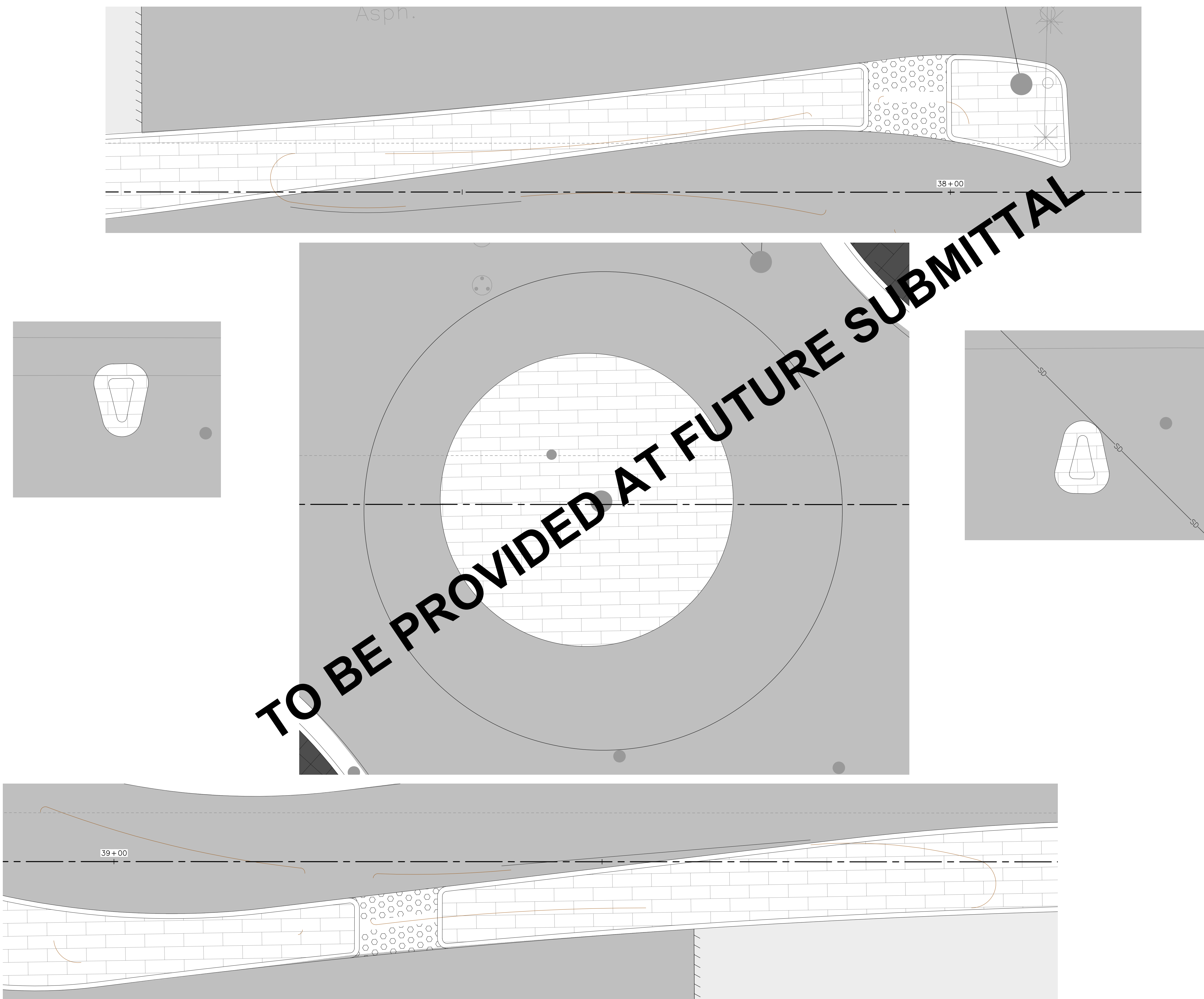
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City of Seaside
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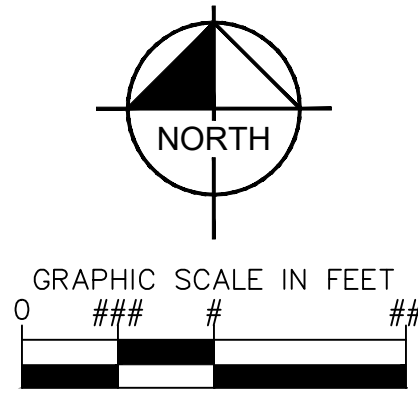
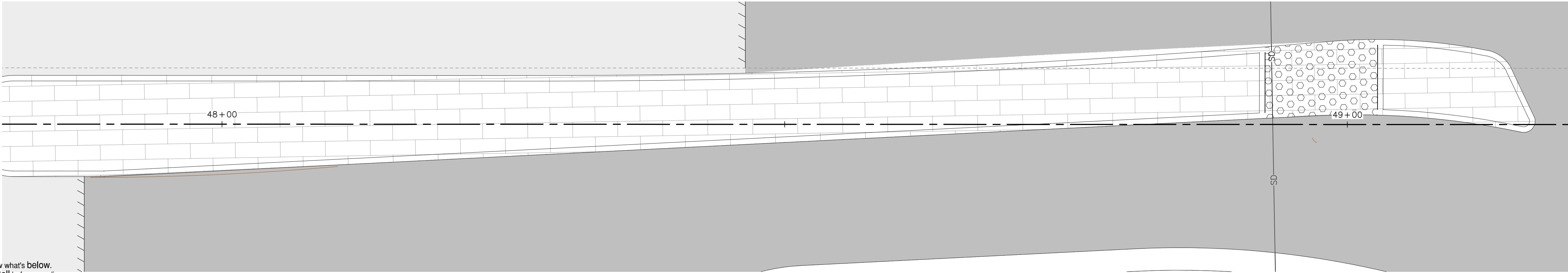
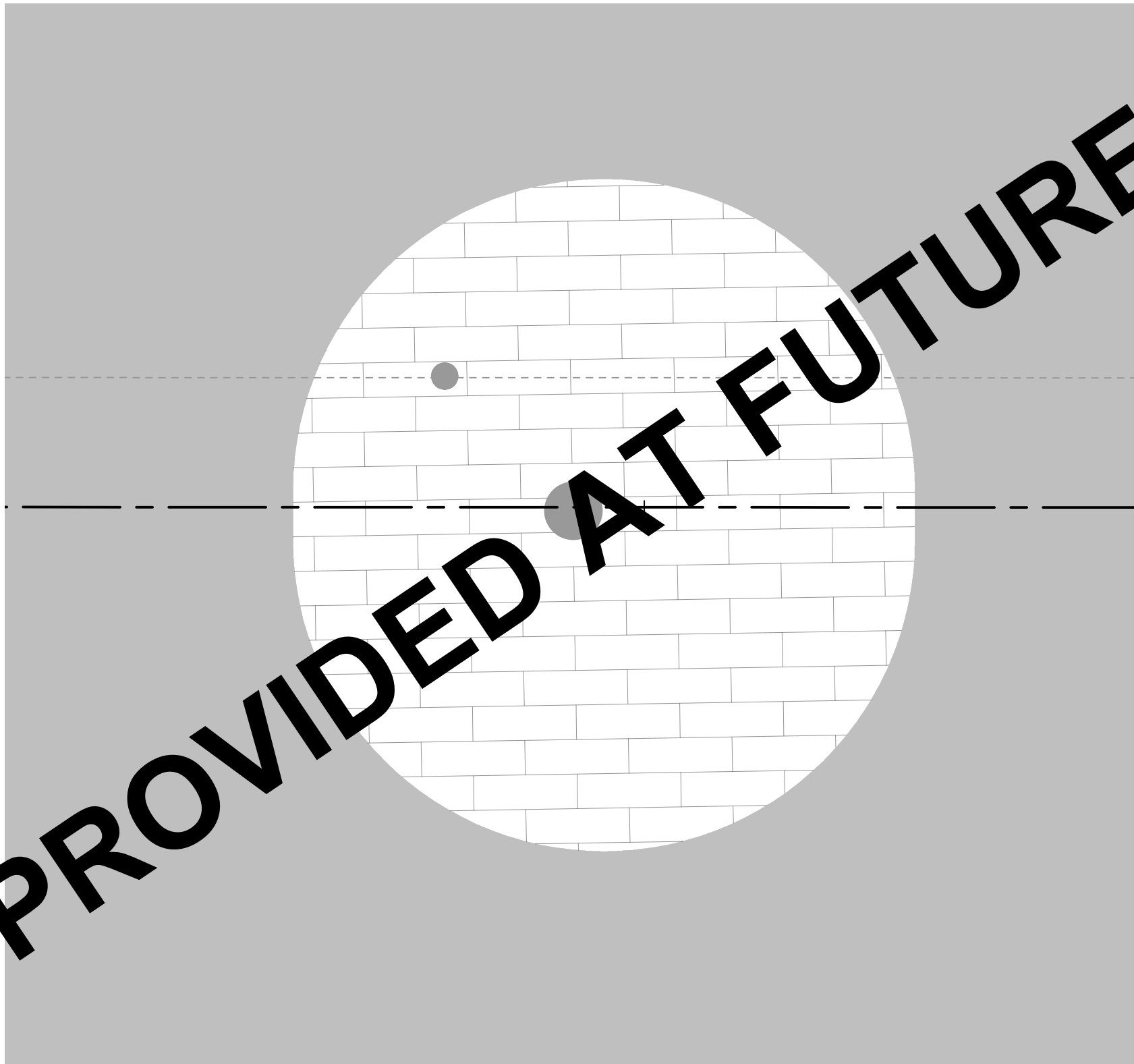
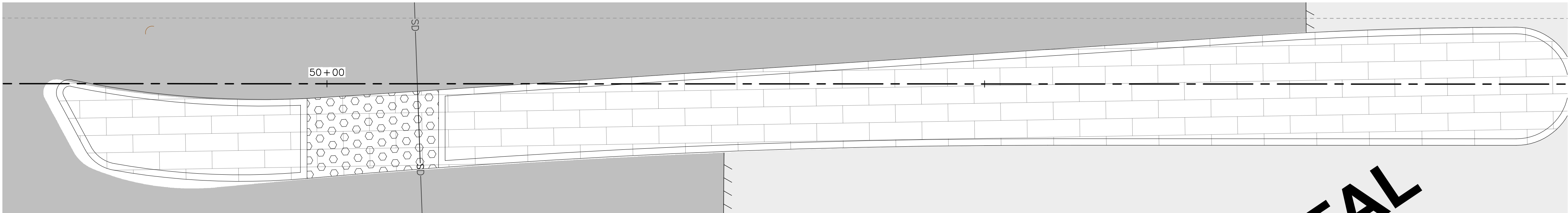
City of Seaside
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ISLAND ENLARGEMENTS
BROADWAY AVE COMPLETE STREET CORRIDOR
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City of Seaside
Monterey County
California

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number	----
Sheet Number	39 of 75

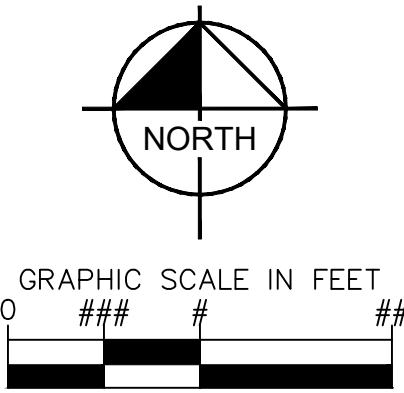
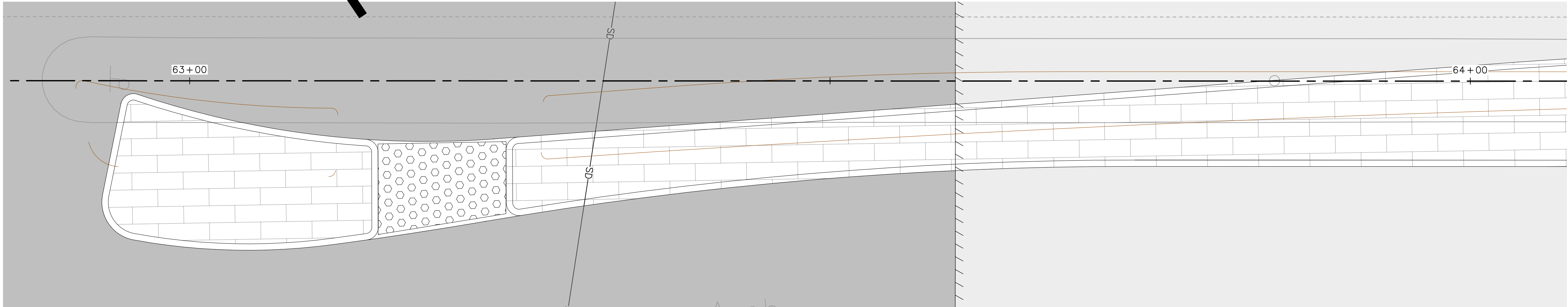
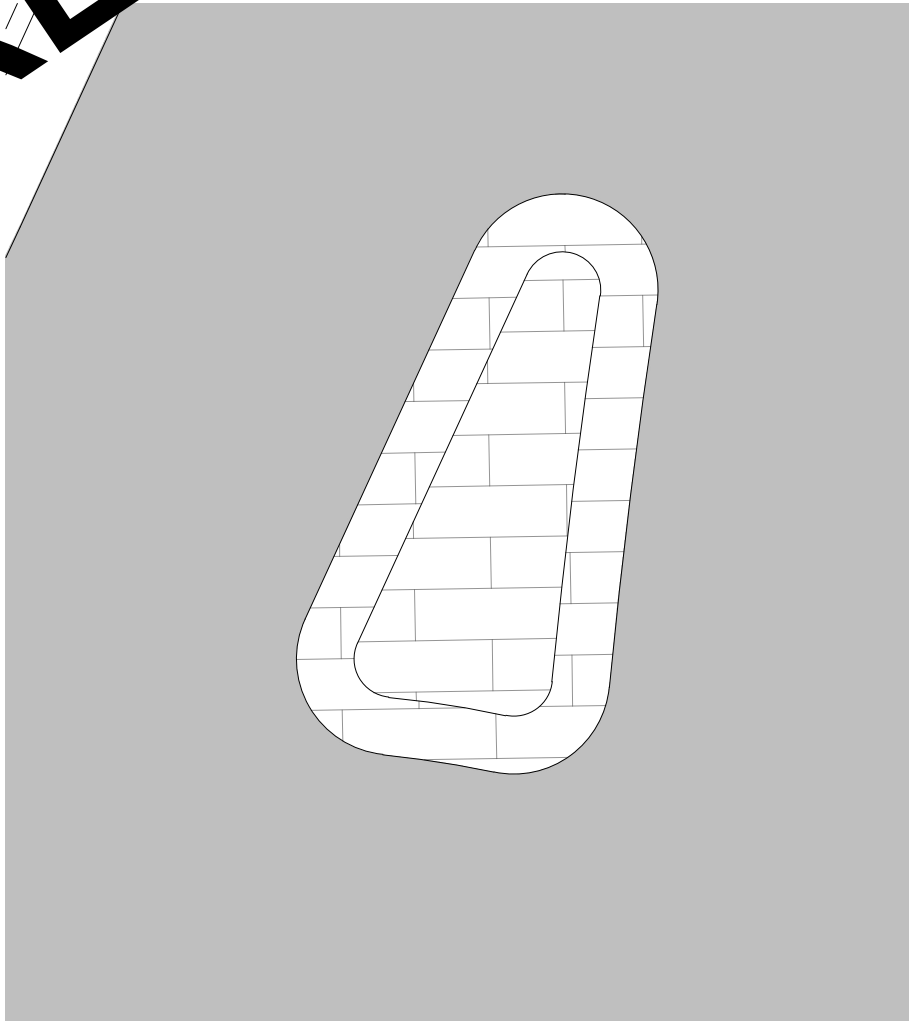
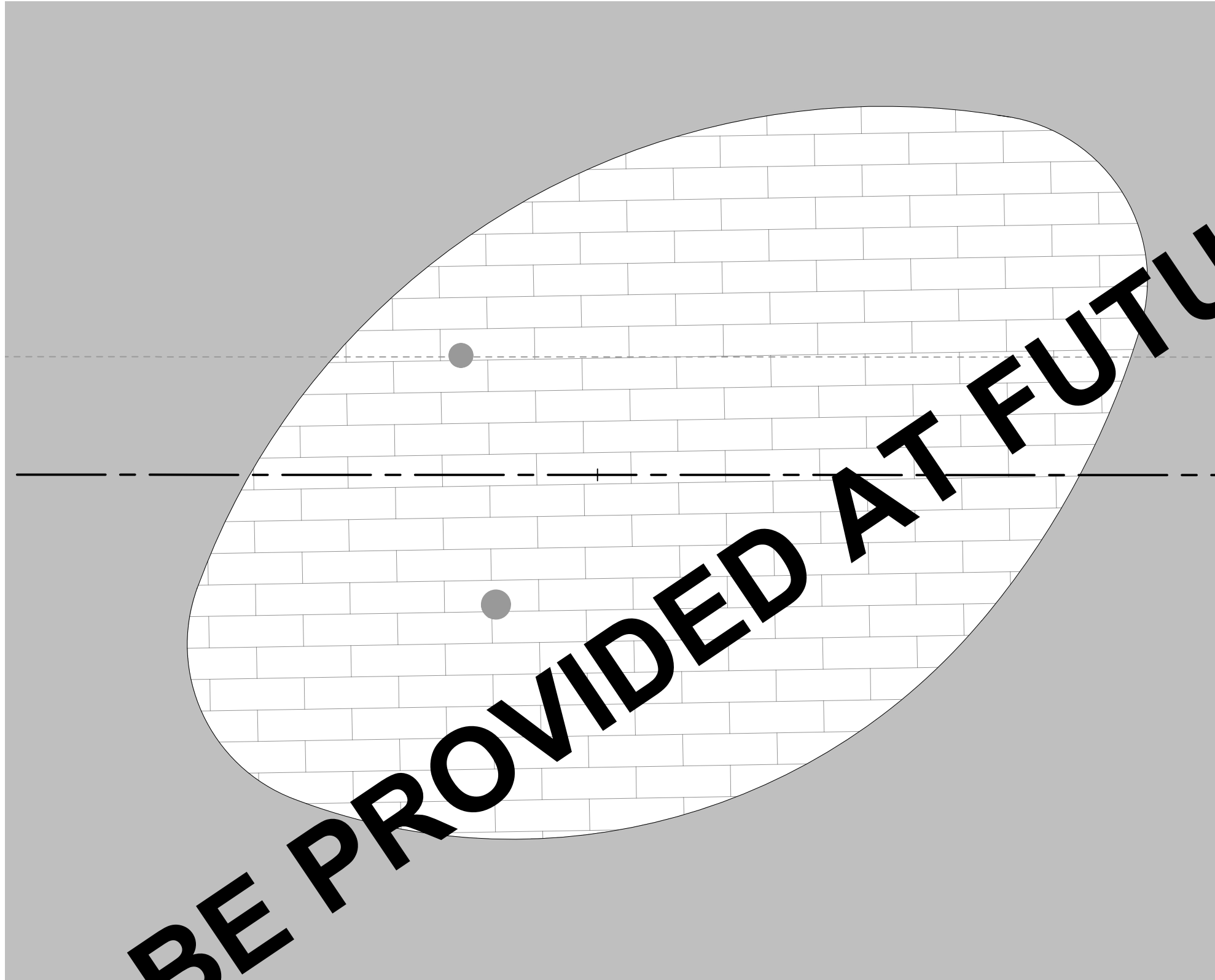
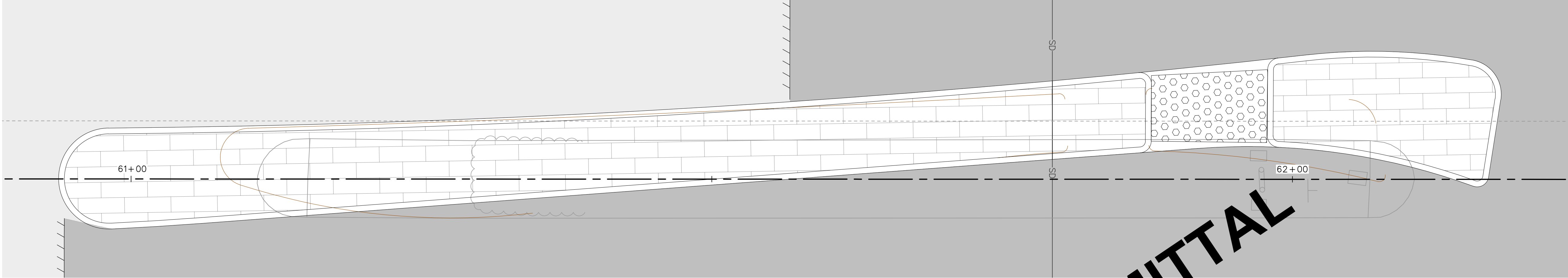
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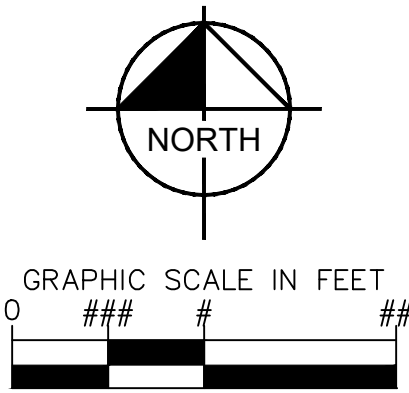
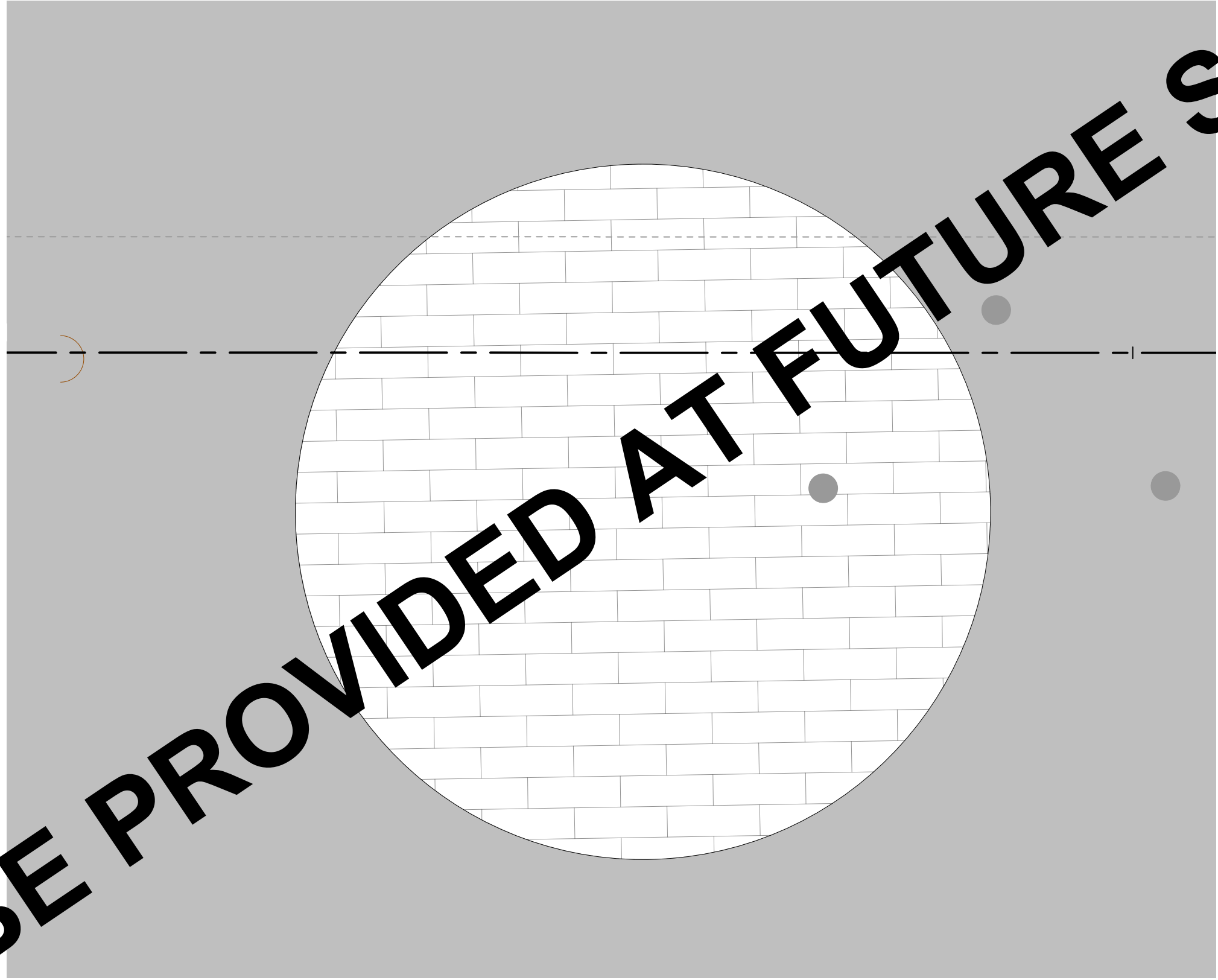


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Sheet	41 of 75

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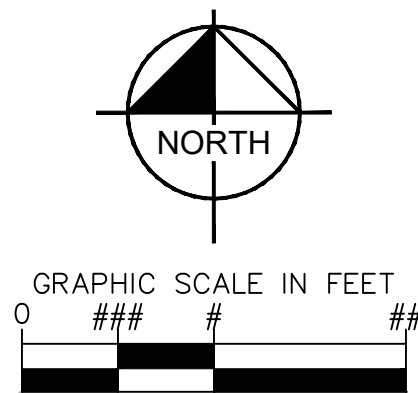
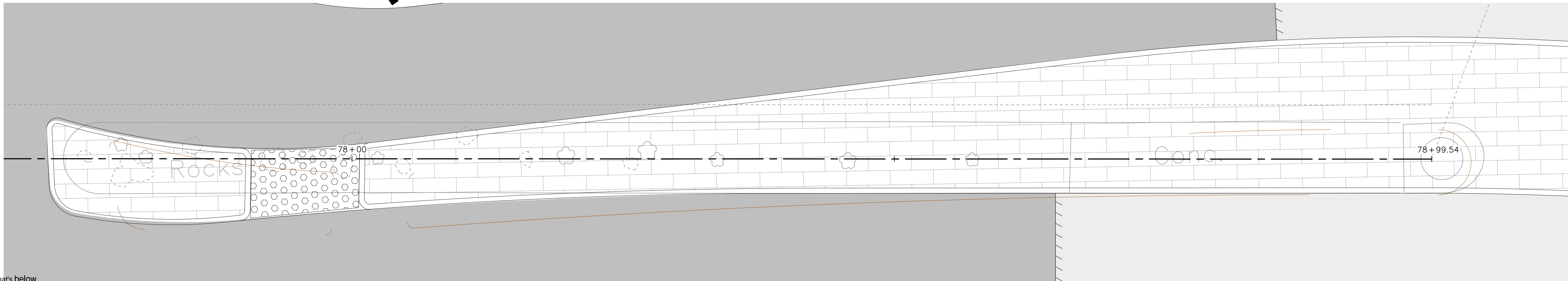
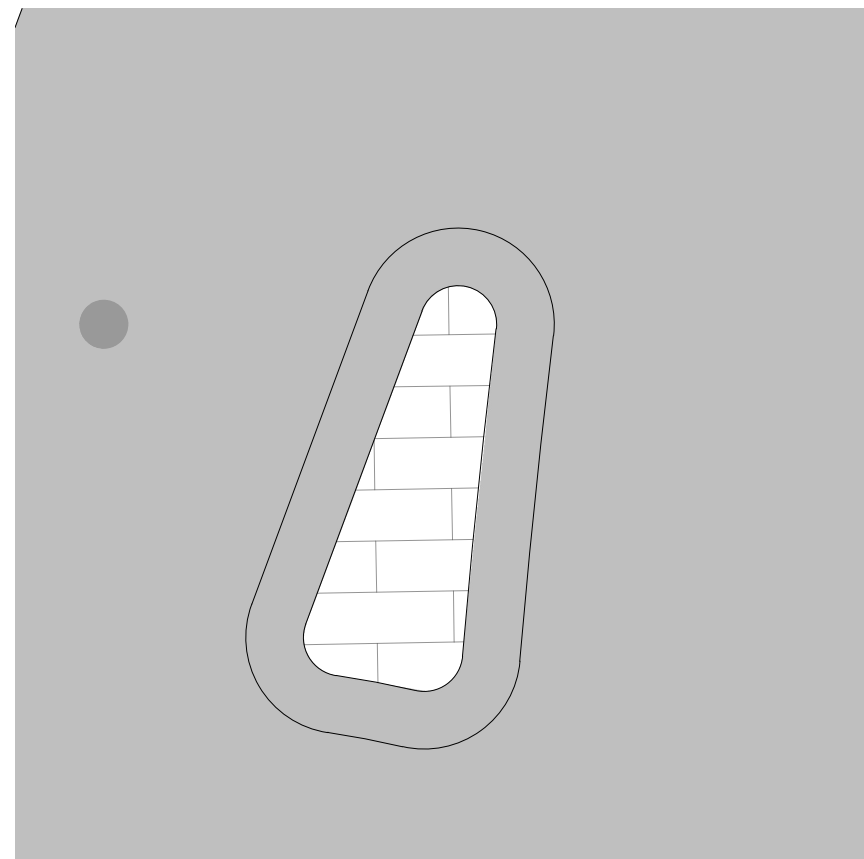
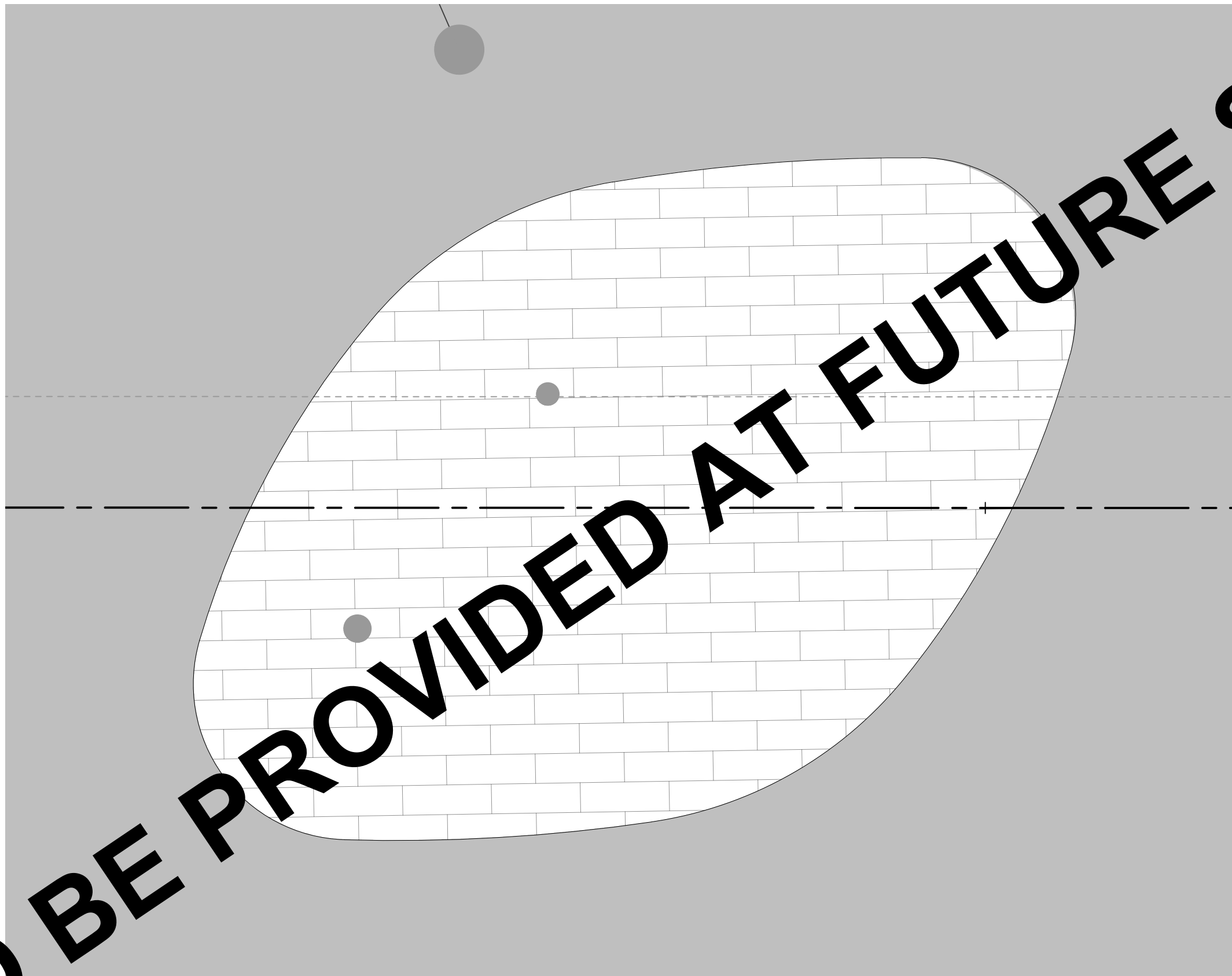
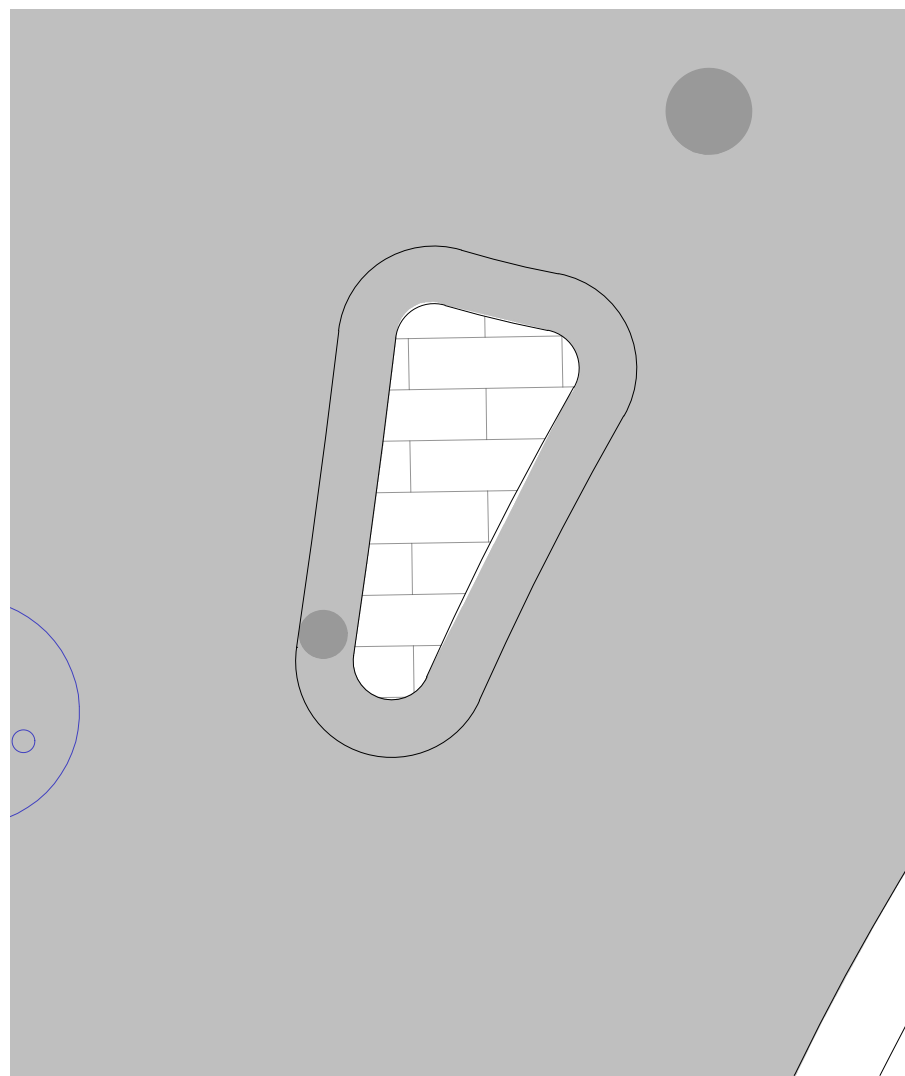
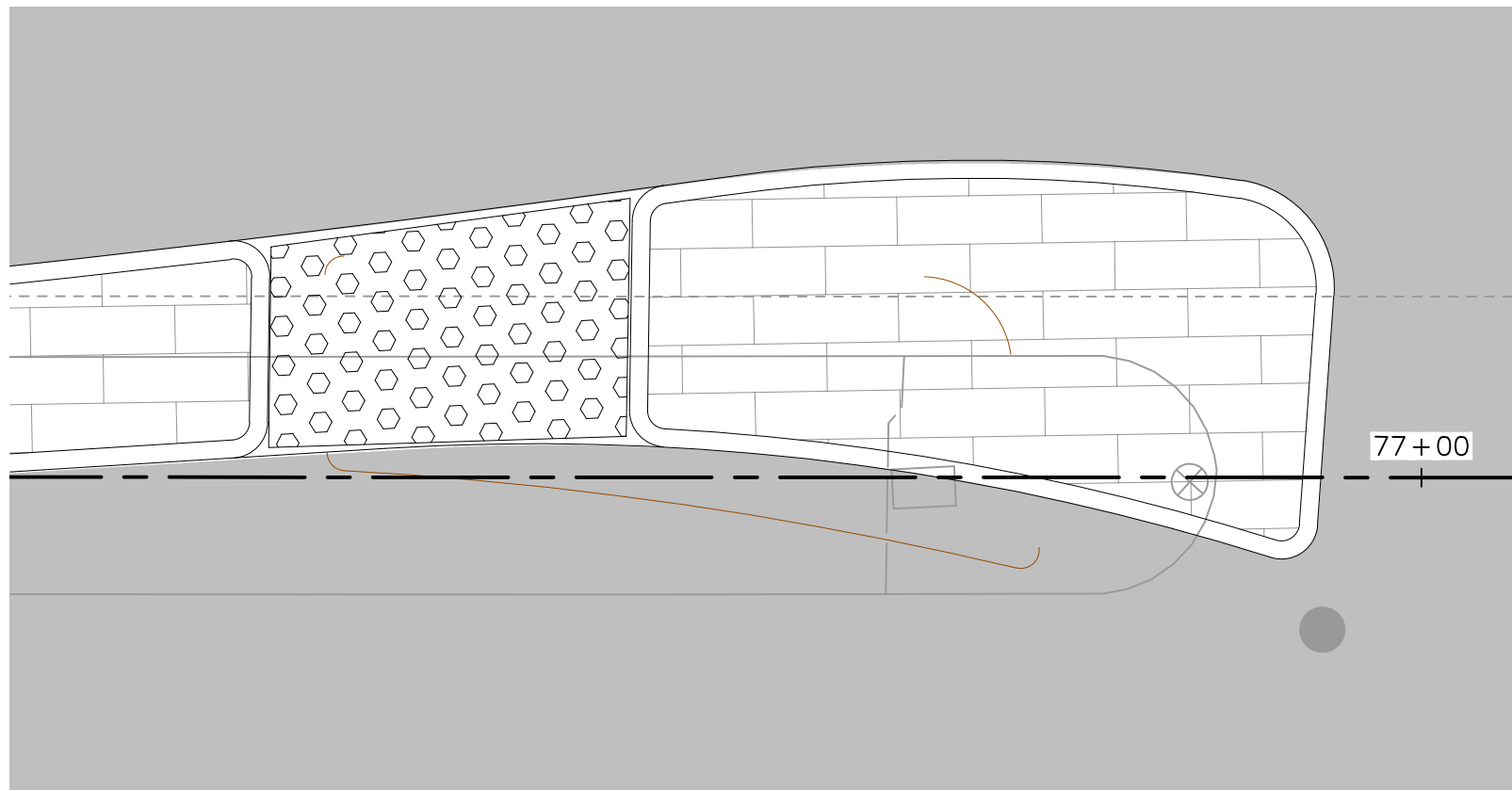
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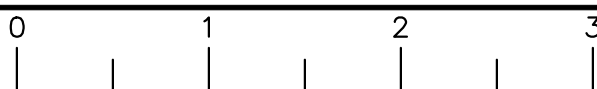
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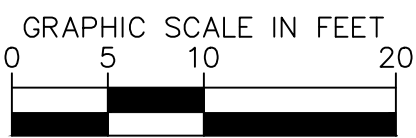
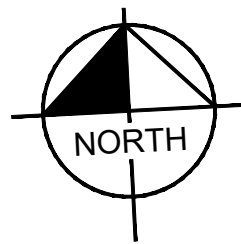
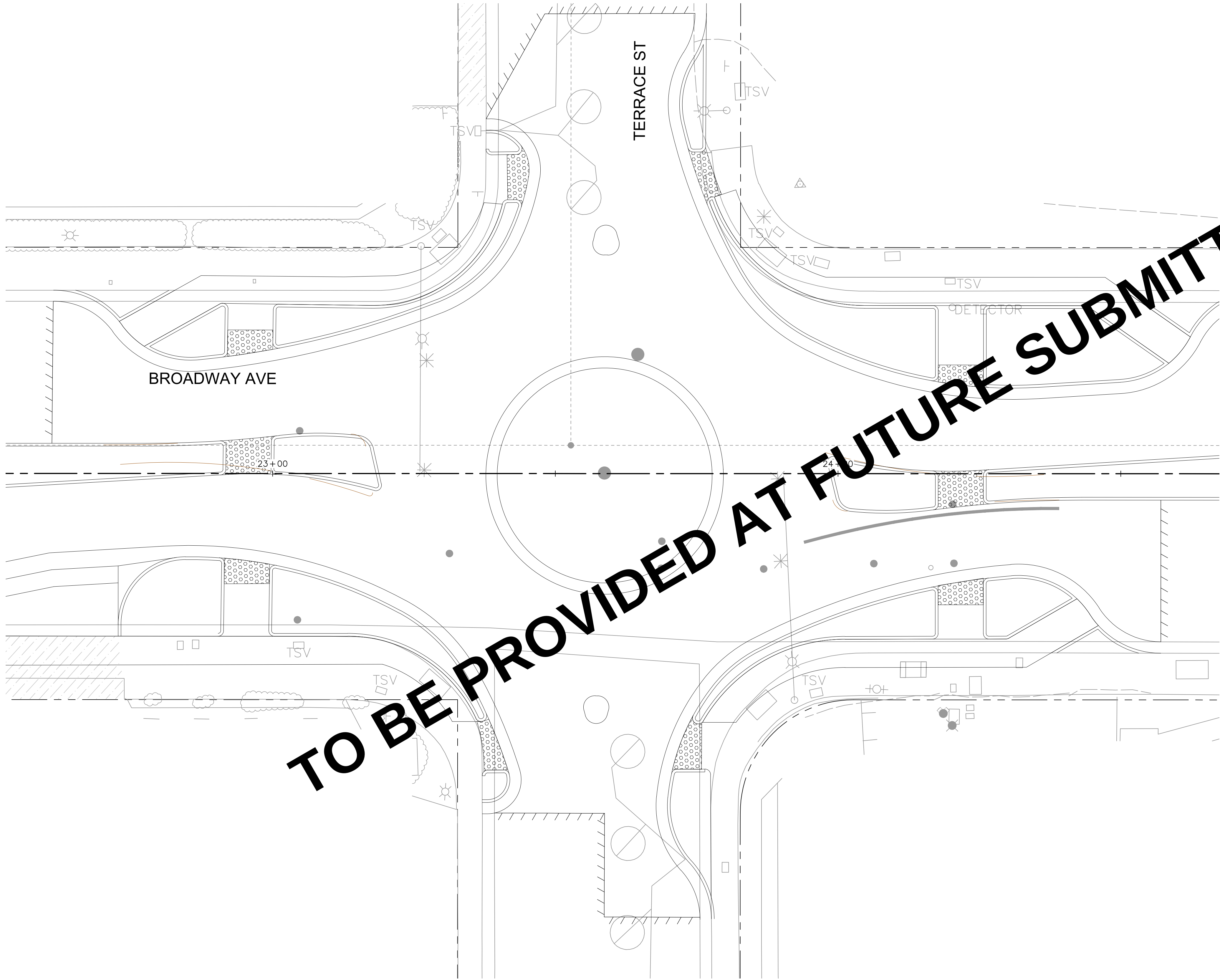
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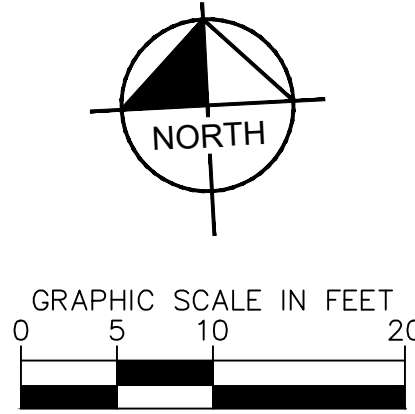
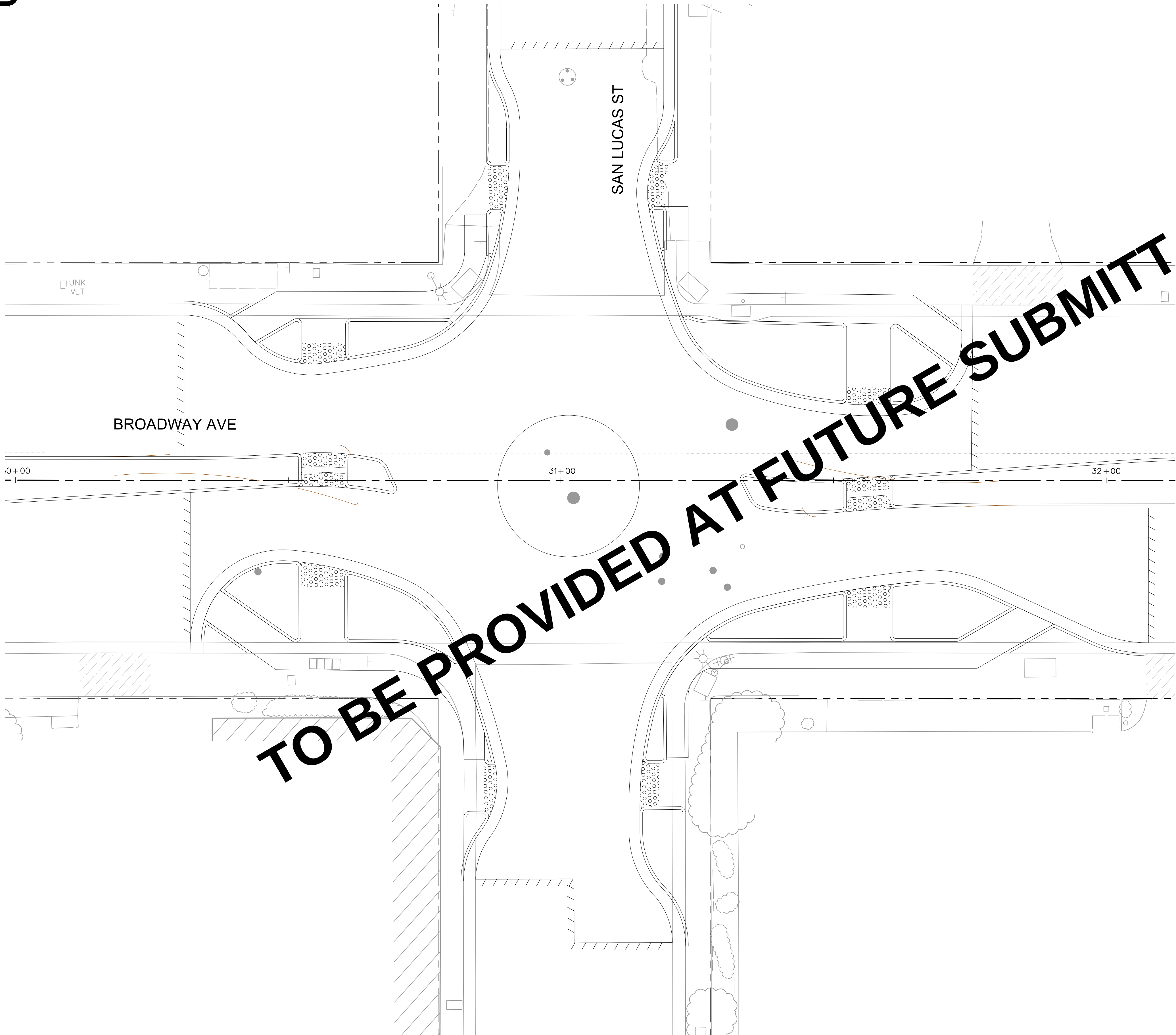
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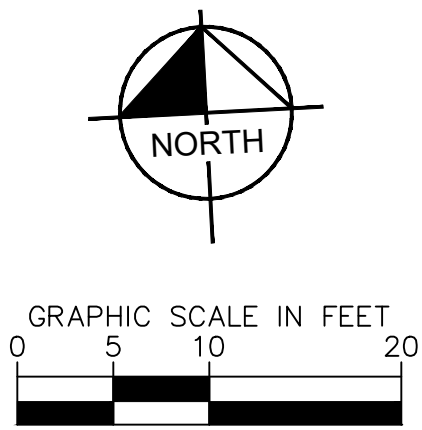
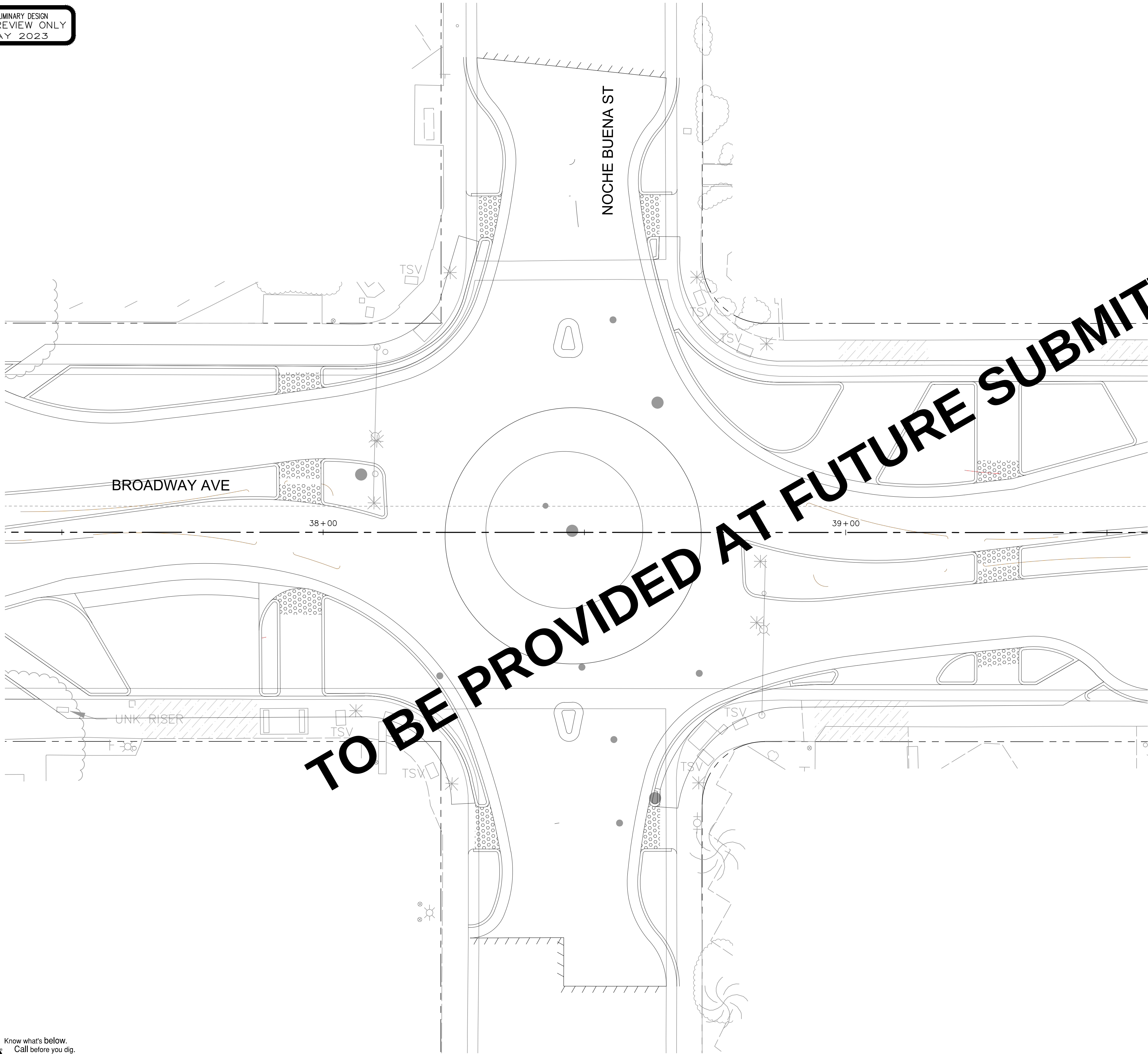
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Sheet Number	44 of 75

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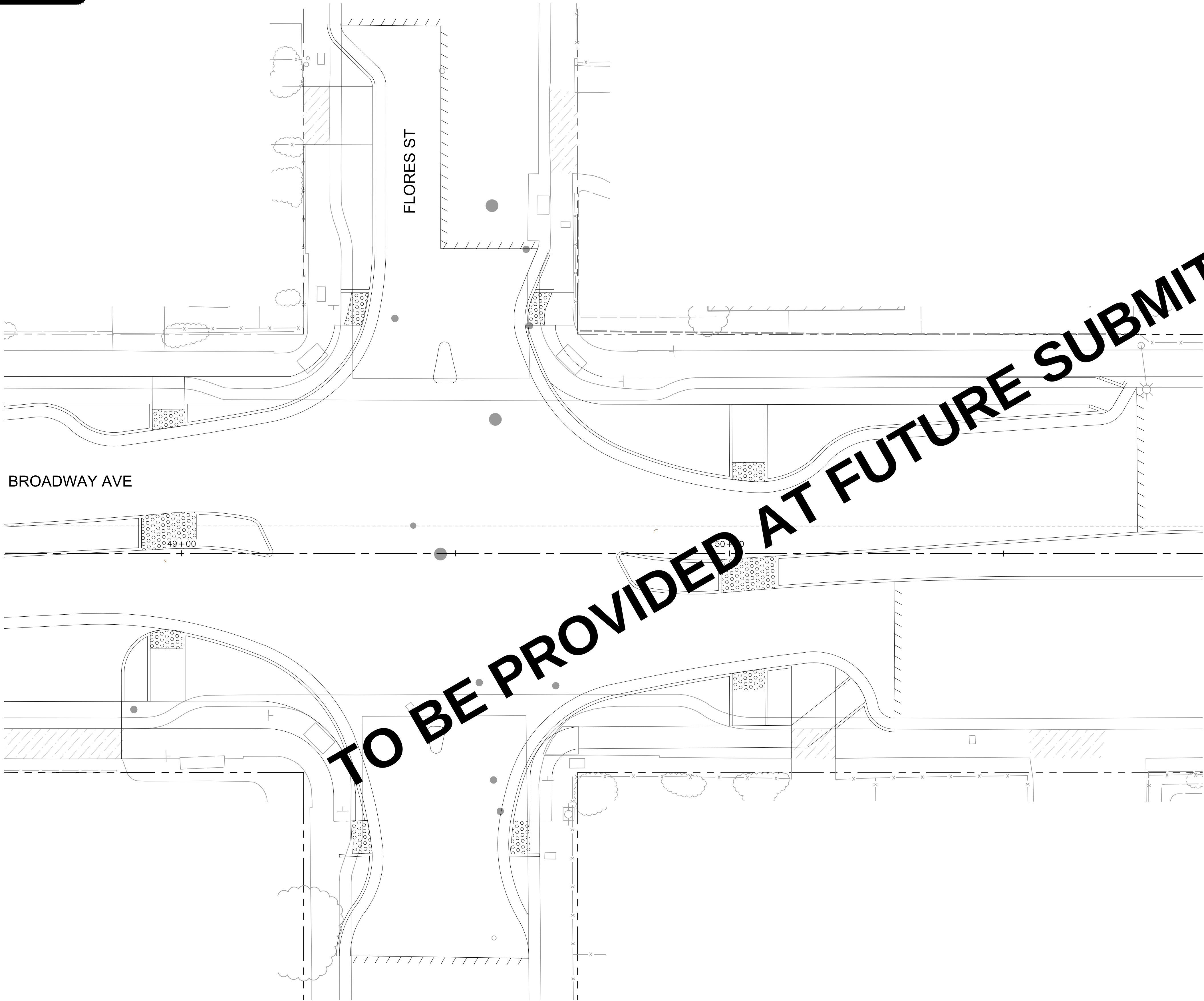
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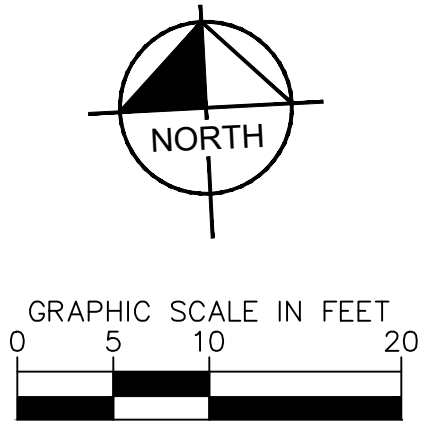
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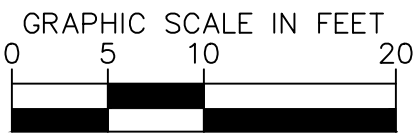
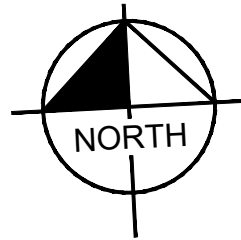
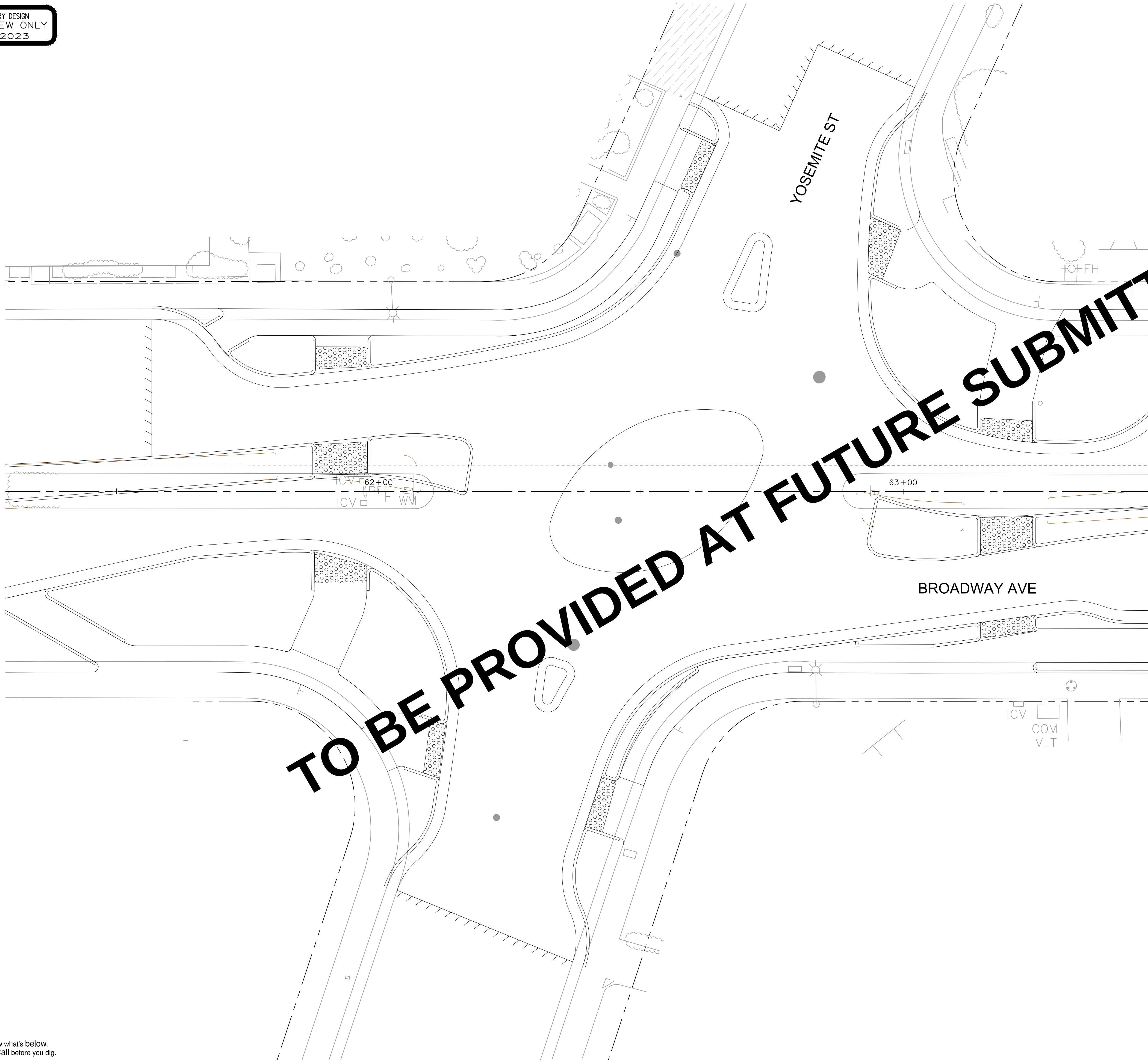
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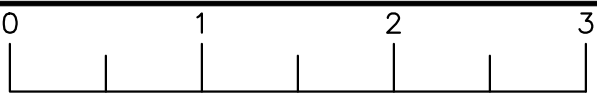
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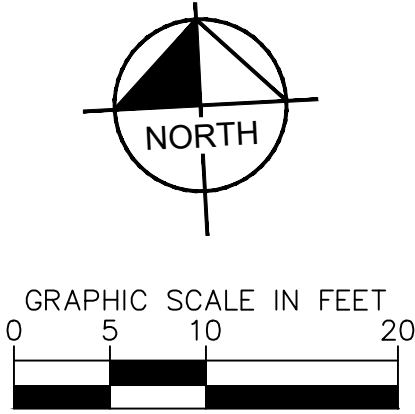
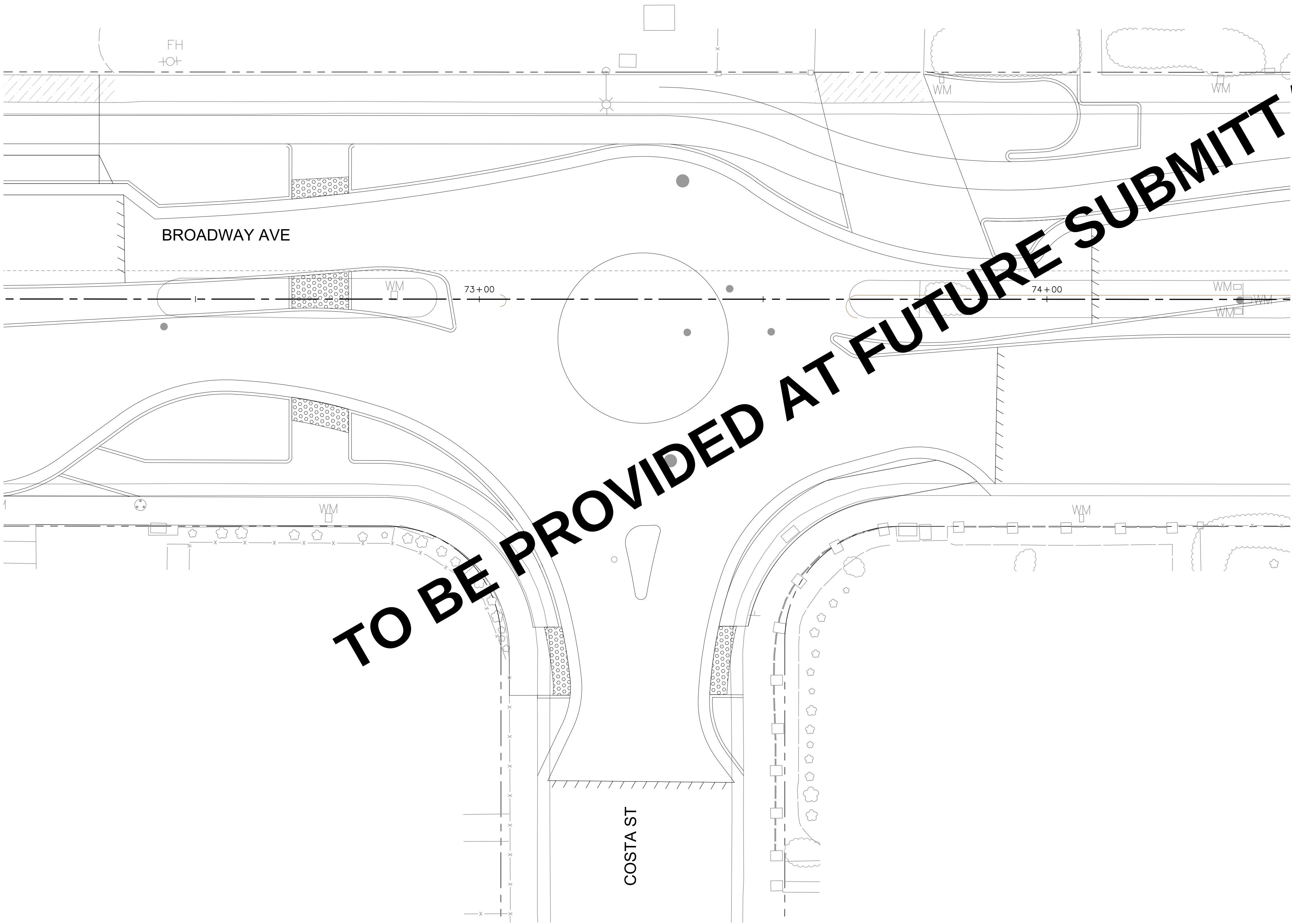
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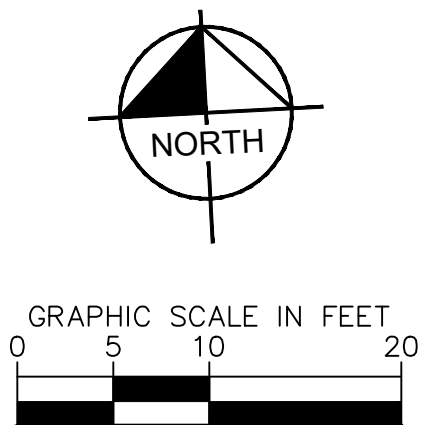
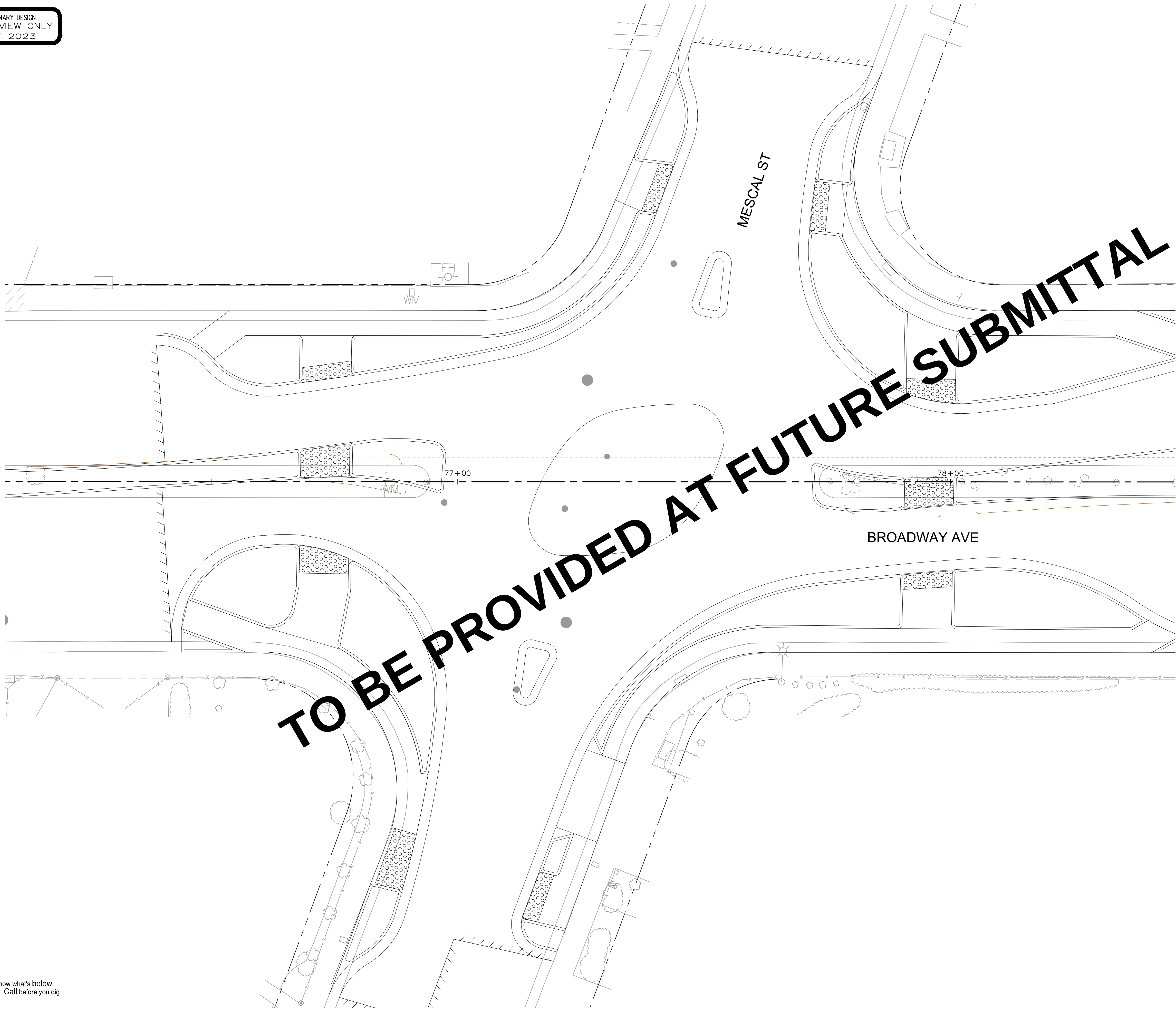
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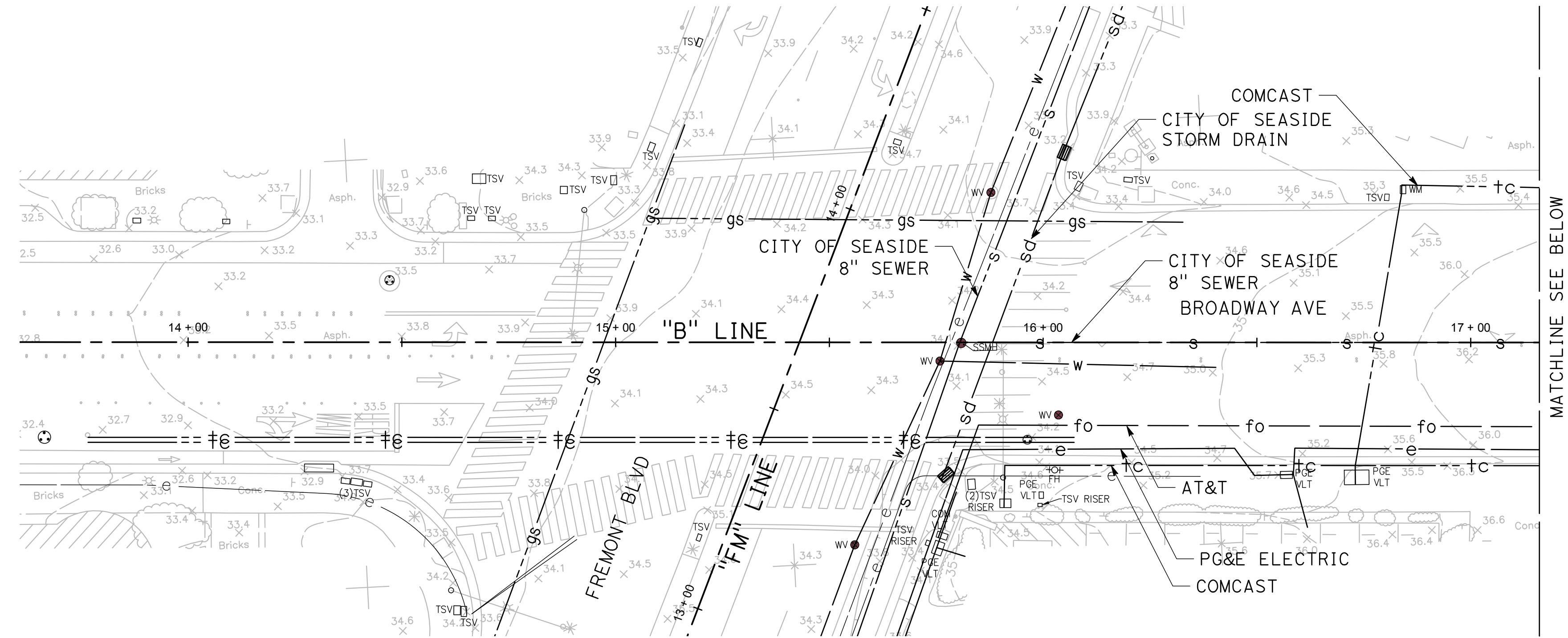
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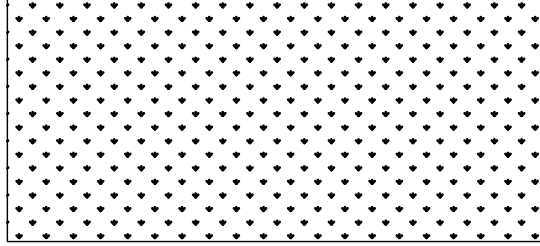
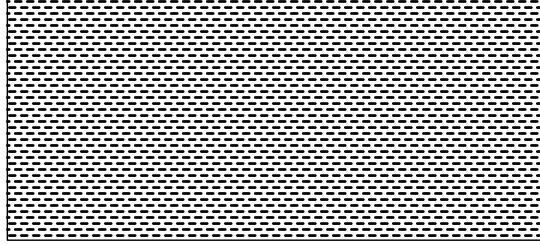
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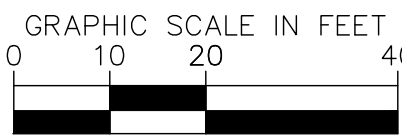
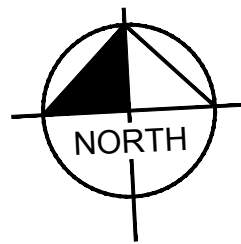
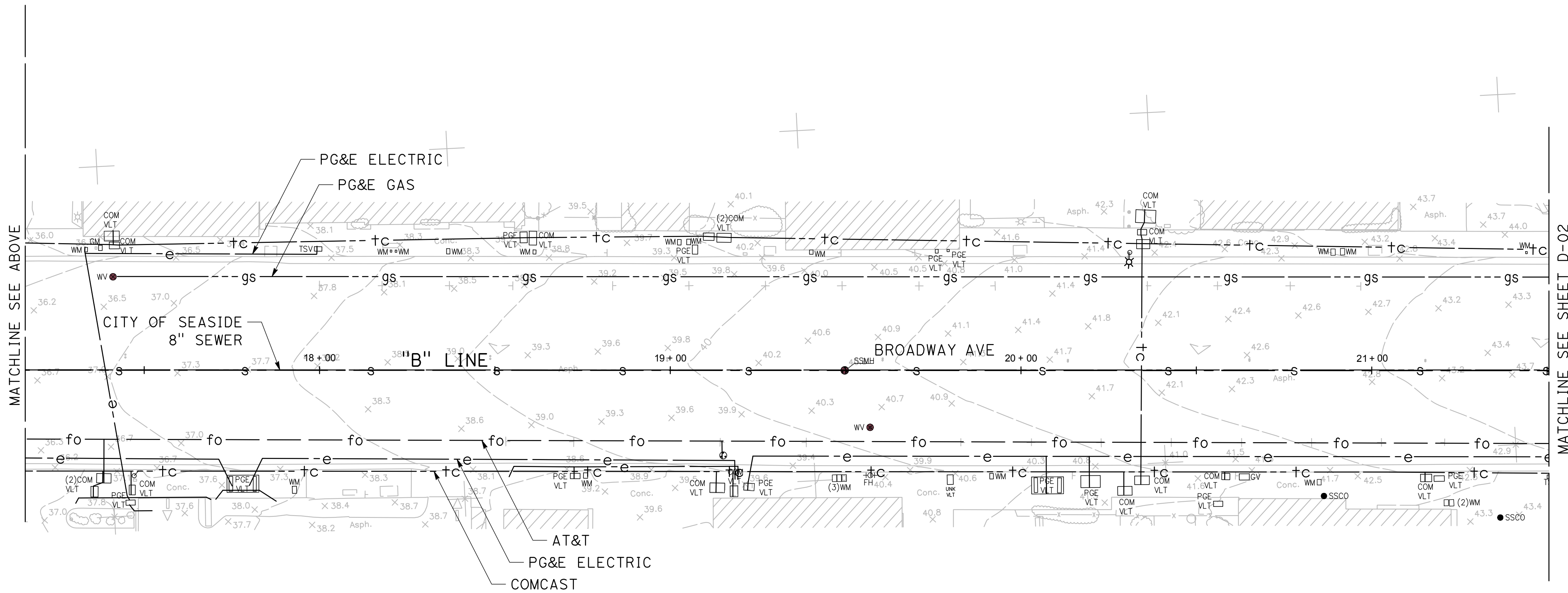


ABBREVIATIONS:

BFP	BACKFLOW PREVENTER
COM	COMMUNICATION
FDC	FIRE DEPARTMENT CONNECTION
FH	FIRE HYDRANT
GM	GAS METER
ICV	IRRIGATION CONTROL VALVE
MH	MANHOLE
PGE	PACIFIC GAS & ELECTRIC
SDMH	STORM DRAIN MANHOLE
SSCO	SANITARY SEWER CLEANOUT
SSMH	SANITARY SEWER MANHOLE
TSV	TRAFFIC SIGNAL VAULT
VL	VAULT
WM	WATER METER
WV	WATER VALVE

LEGEND:

-----s-----	SANITARY SEWER		BIO-RETENTION AREAS
-----gs-----	GAS		
-----sd-----	STORM DRAIN		
-----fo-----	FIBER OPTIC		LANDSCAPE AREAS
-----e-----	ELECTRIC		
-----tc-----	TELECOM		



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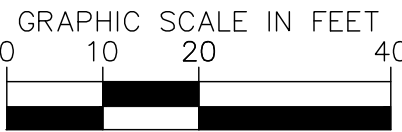
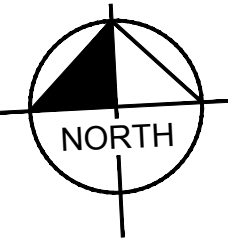
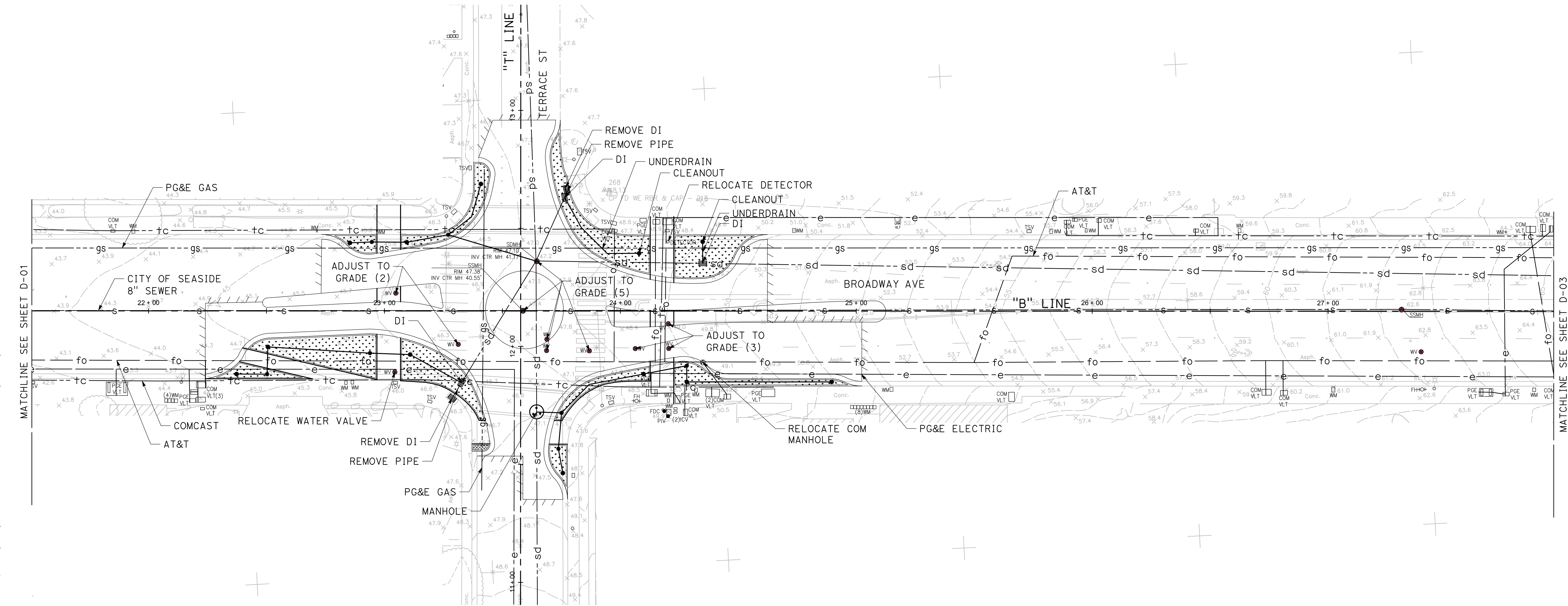
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IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

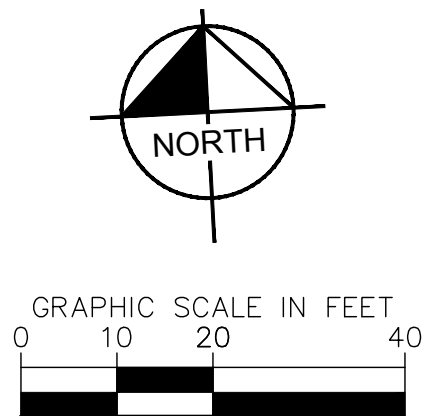
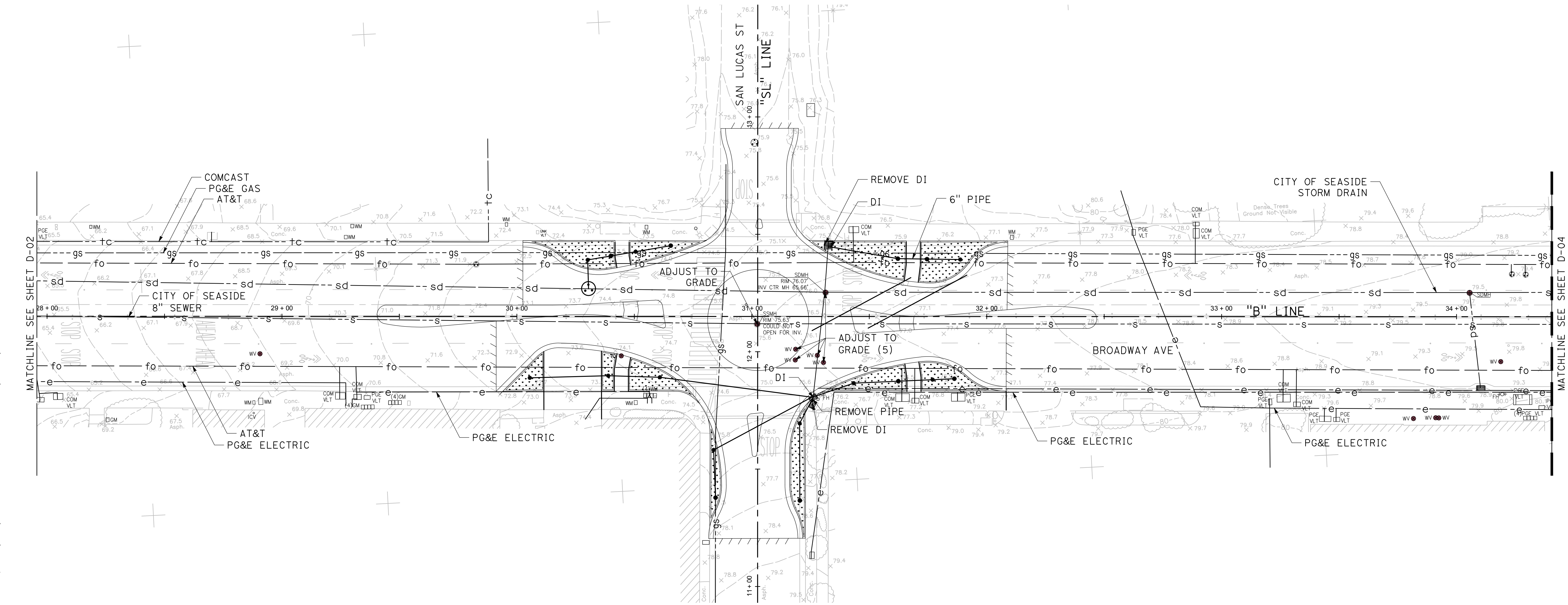
Drawing Number
D-02

Sheet Number

Sheet 31 of 29

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Designed By:	HG
Drawn By:	KC
Checked By:	JLS
Consultant's Job No.	22-00017

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CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS

DRAINAGE AND UTILITIES
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

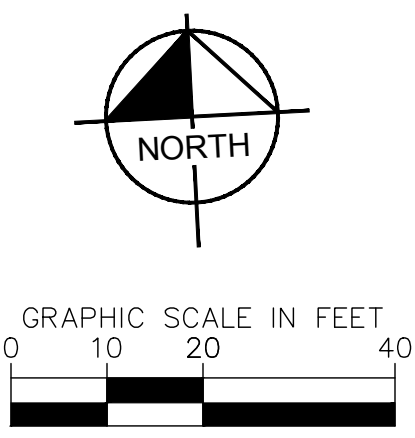
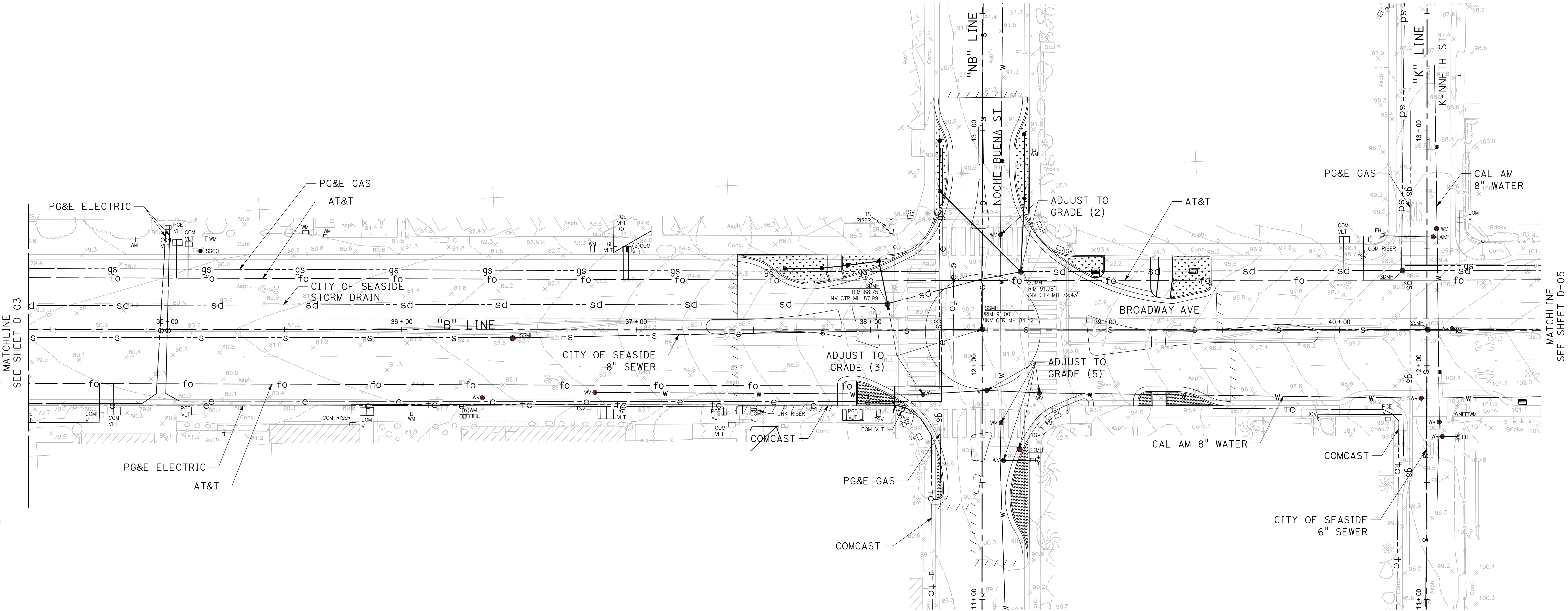
City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number
D-03

Sheet Number

32 of 29
Sheet

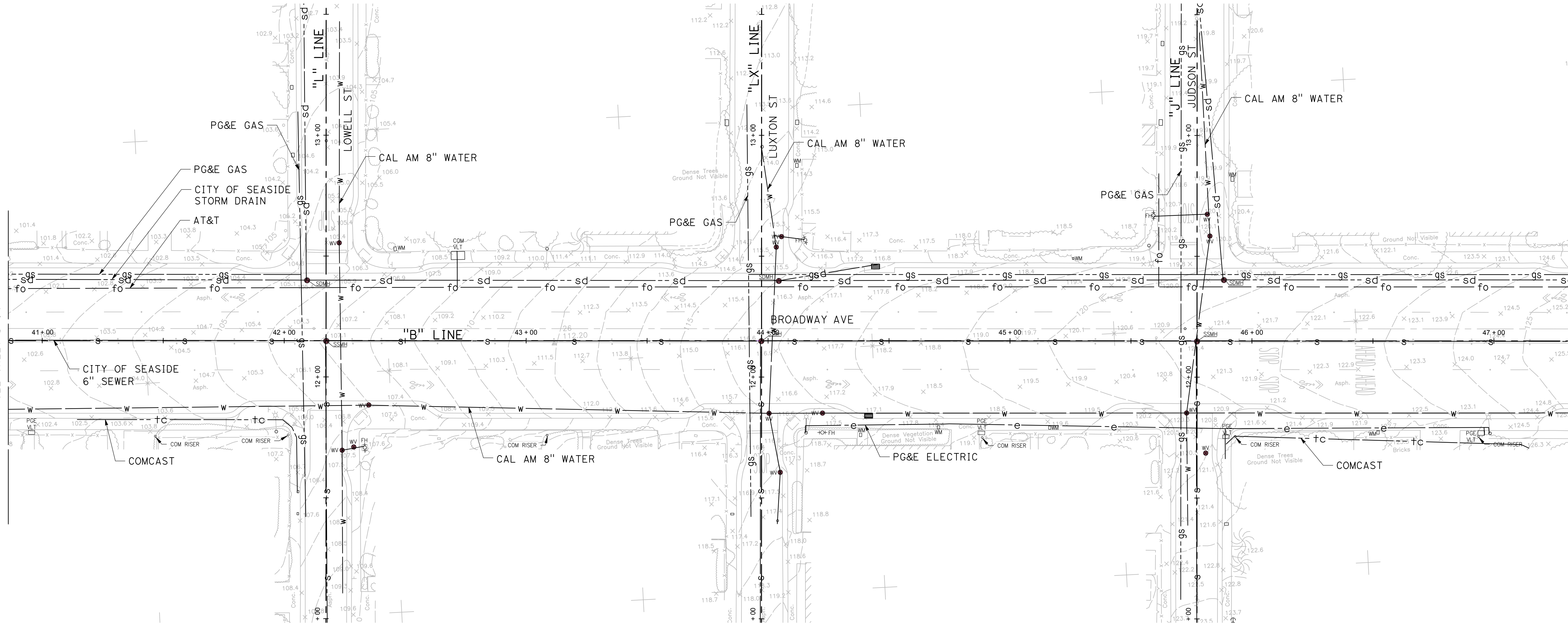
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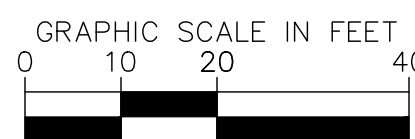
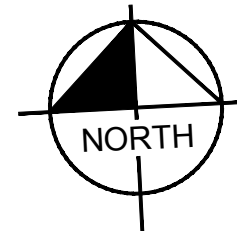
			 2833 JUNCTION AVE #110, SAN JOSE, CA 95134 PHONE: 408-453-5373 WWW.MARKTHOMAS.COM	DATE SIGNED:	Scale	1"=20'	CITY OF SEASIDE DEPARTMENT OF PUBLIC WORKS DRAINAGE AND UTILITIES BROADWAY AVE COMPLETE STREET CORRIDOR IMPROVEMENTS PROJECT	City of Seaside Monterey County California	Drawing Number D-04
					Designed By:	HG		City of Seaside 440 Harcourt Ave Seaside, CA 93955	Sheet Number 33 of 29
					Drawn By:	KC			
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					D-05				
					City of Seaside 440 Harcourt Ave Seaside, CA 93955	Sheet Number			
						Sheet 34 of 29			
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CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS

DRAINAGE AND UTILITIES
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

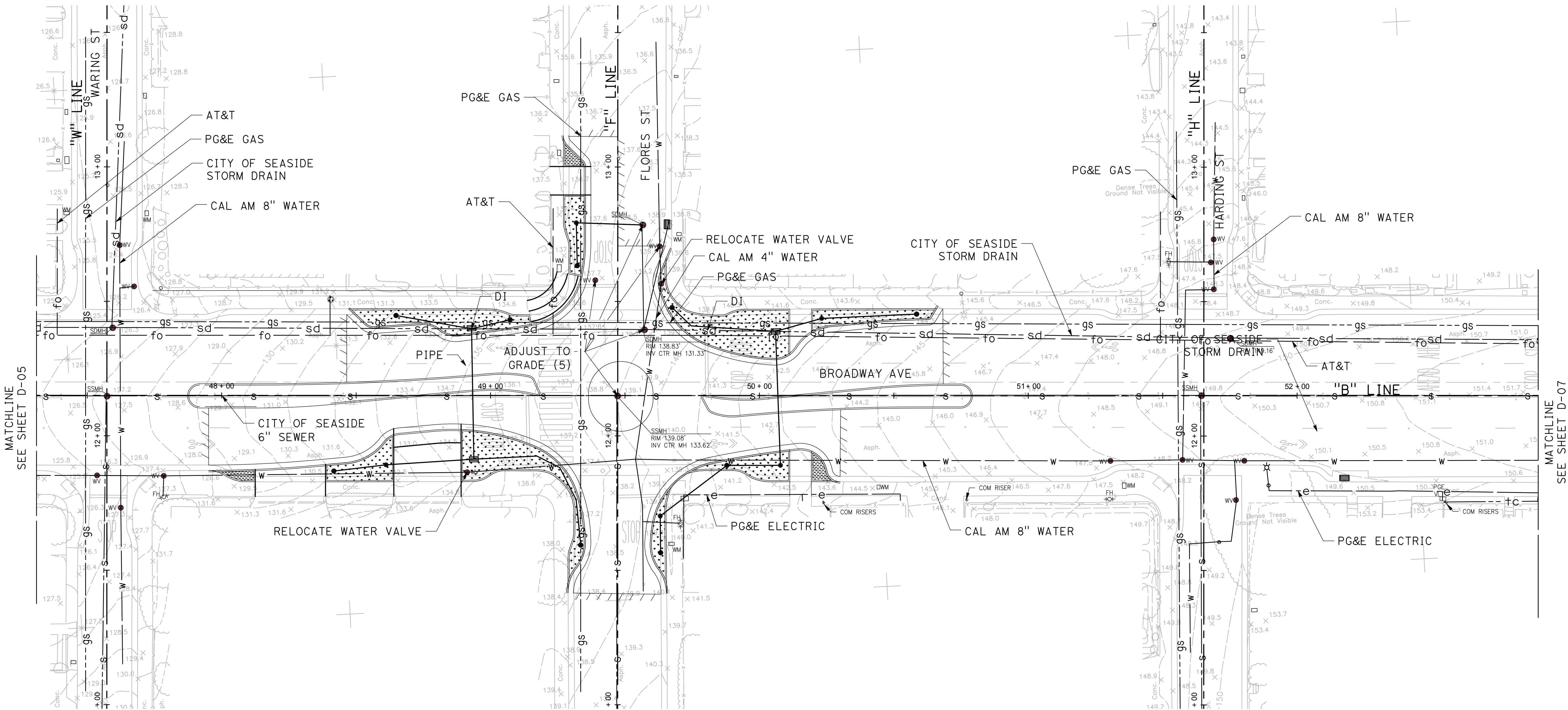
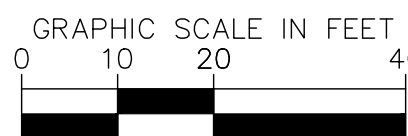
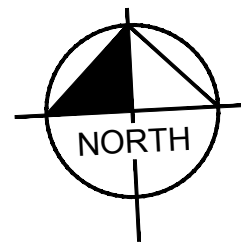
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D-06

Sheet Number

35 of 29



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DRAINAGE AND UTILITIES
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
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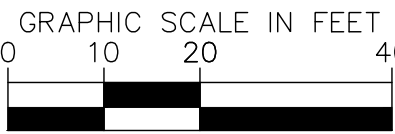
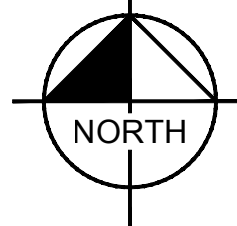
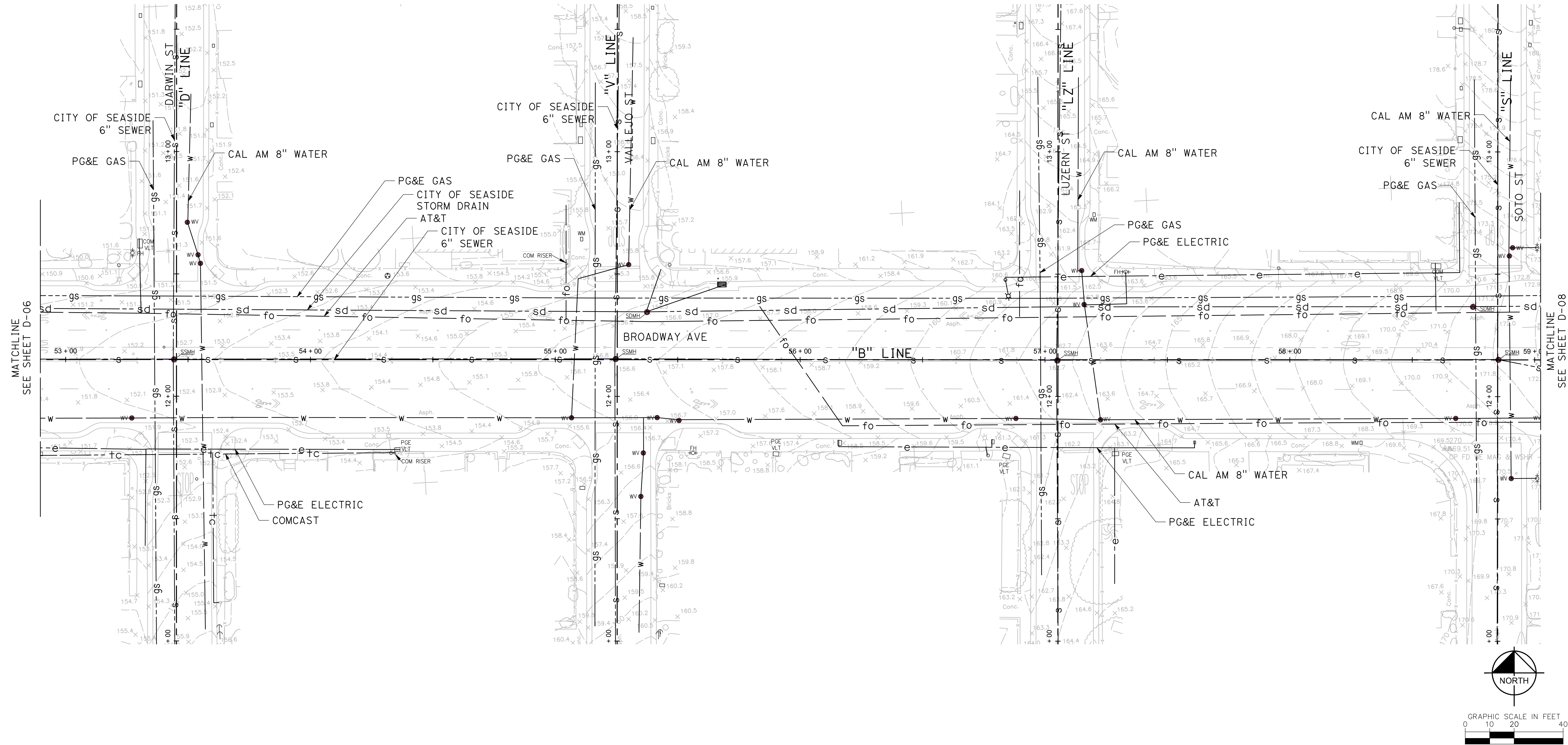
City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number

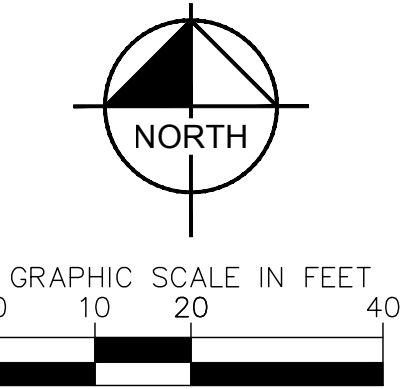
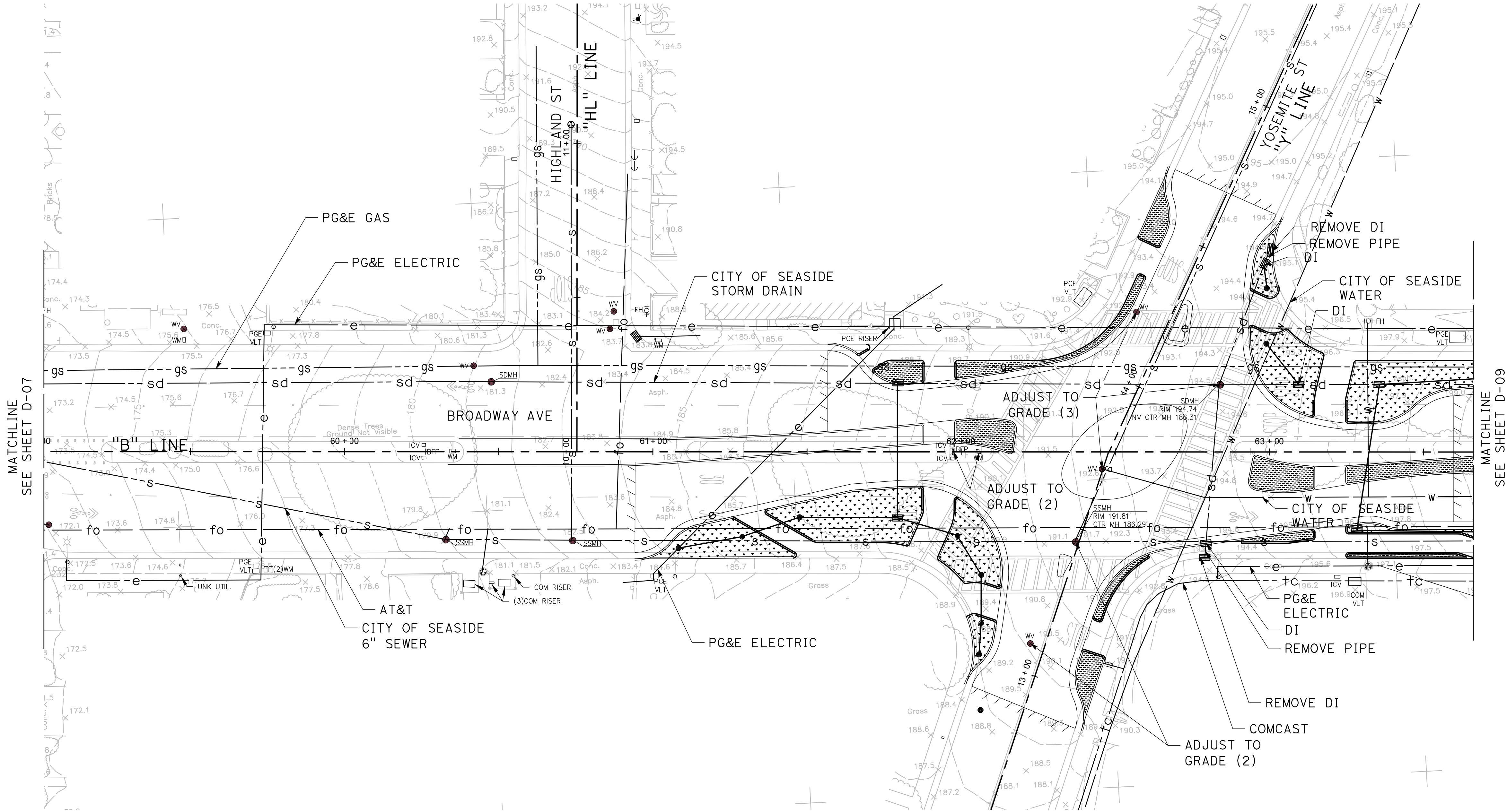
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Sheet Number

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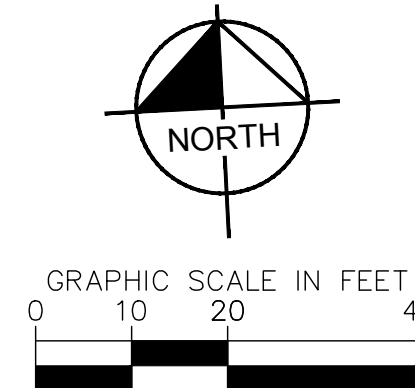
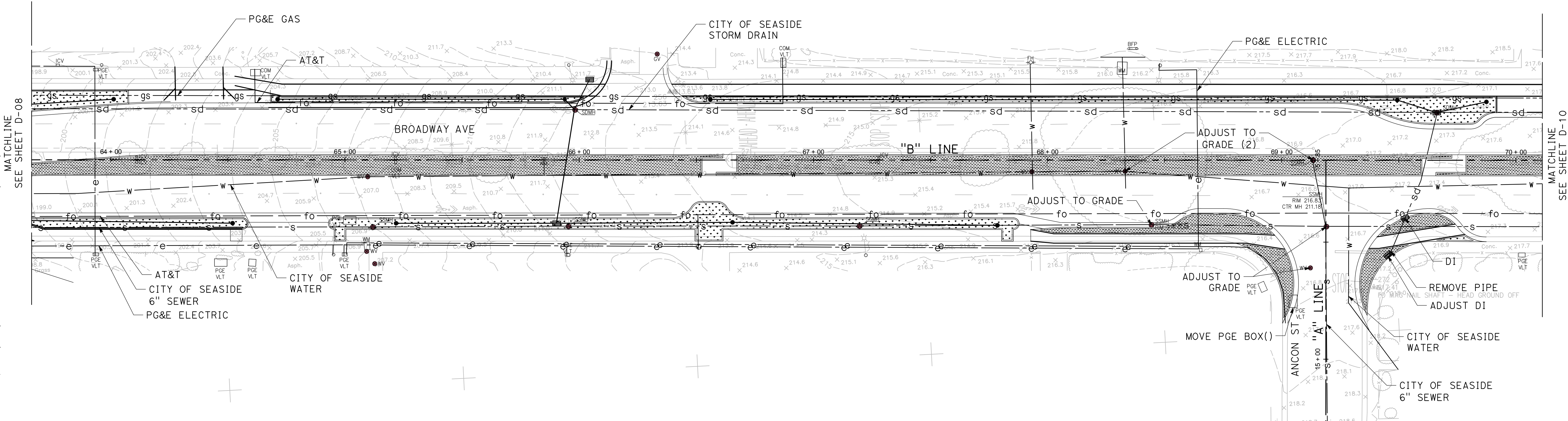


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					DEPARTMENT OF PUBLIC WORKS			D-08			
					DRAINAGE AND UTILITIES			City of Seaside 440 Harcourt Ave Seaside, CA 93955	Sheet Number		
					BROADWAY AVE COMPLETE STREET CORRIDOR				37 of 29		
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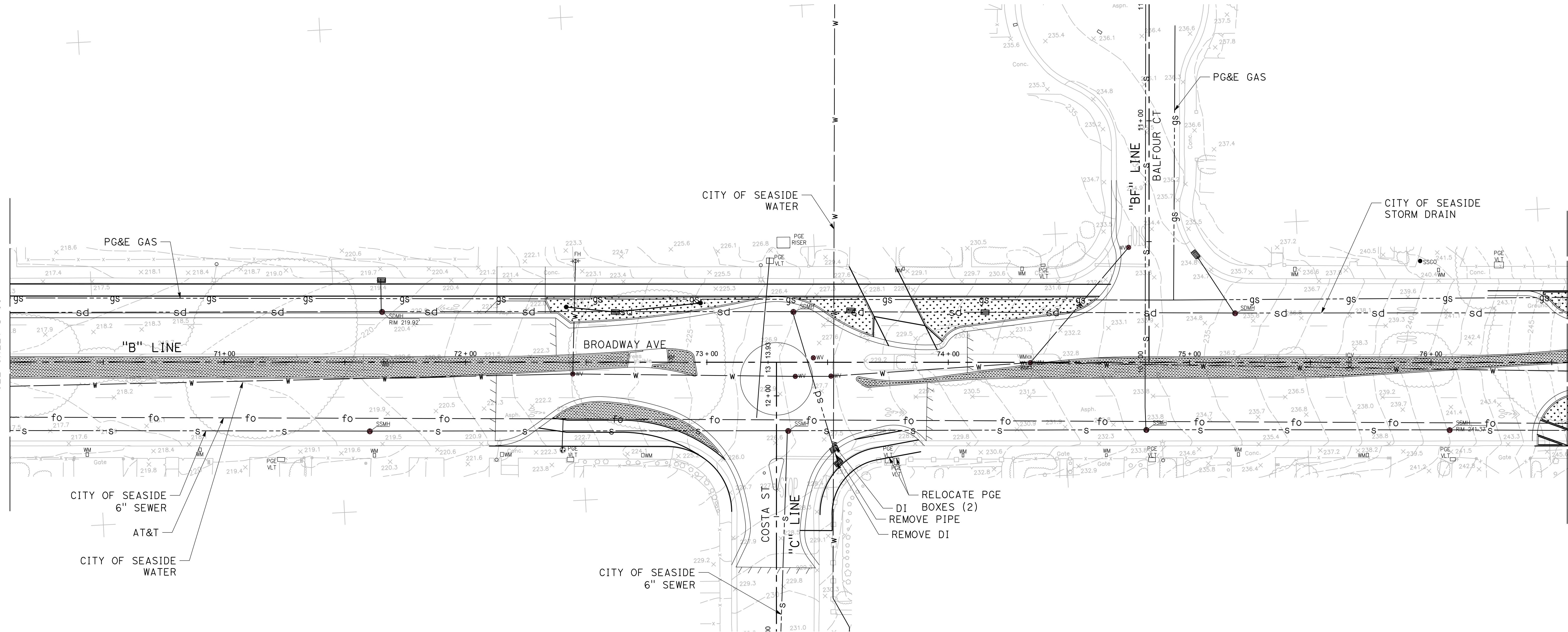


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					Designed By:	HG		DRAINAGE AND UTILITIES BROADWAY AVE COMPLETE STREET CORRIDOR IMPROVEMENTS PROJECT		City of Seaside 440 Harcourt Ave Seaside, CA 93955	Sheet Number 38 of 29
					Drawn By:	KC					
					Checked By:	JLS					
					Consultant's Job No.	22-00017					
Rev.	Description	Date									

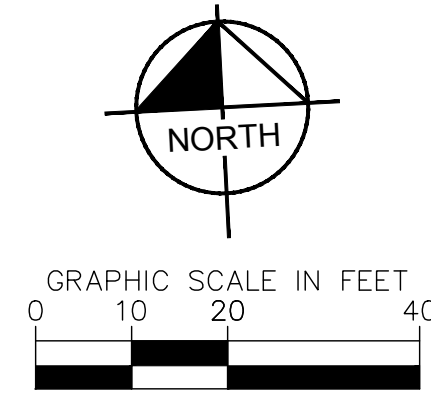
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CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS

DRAINAGE AND UTILITIES
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

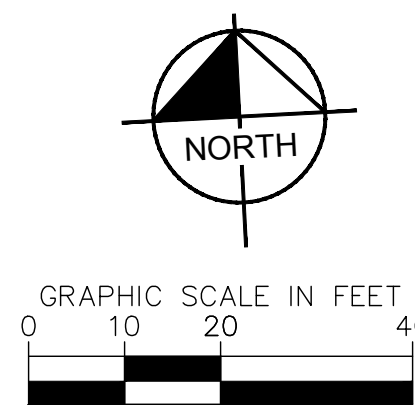
City of Seaside
Monterey County
California

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number
D-10

Sheet Number

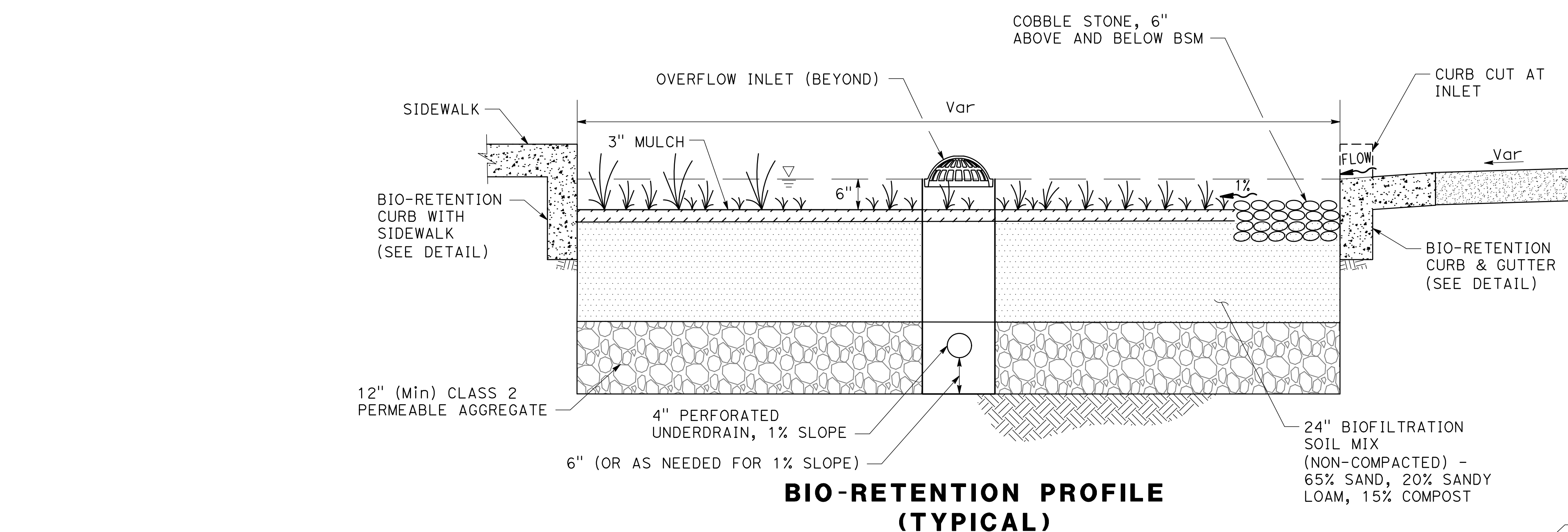
39 of 29
Sheet



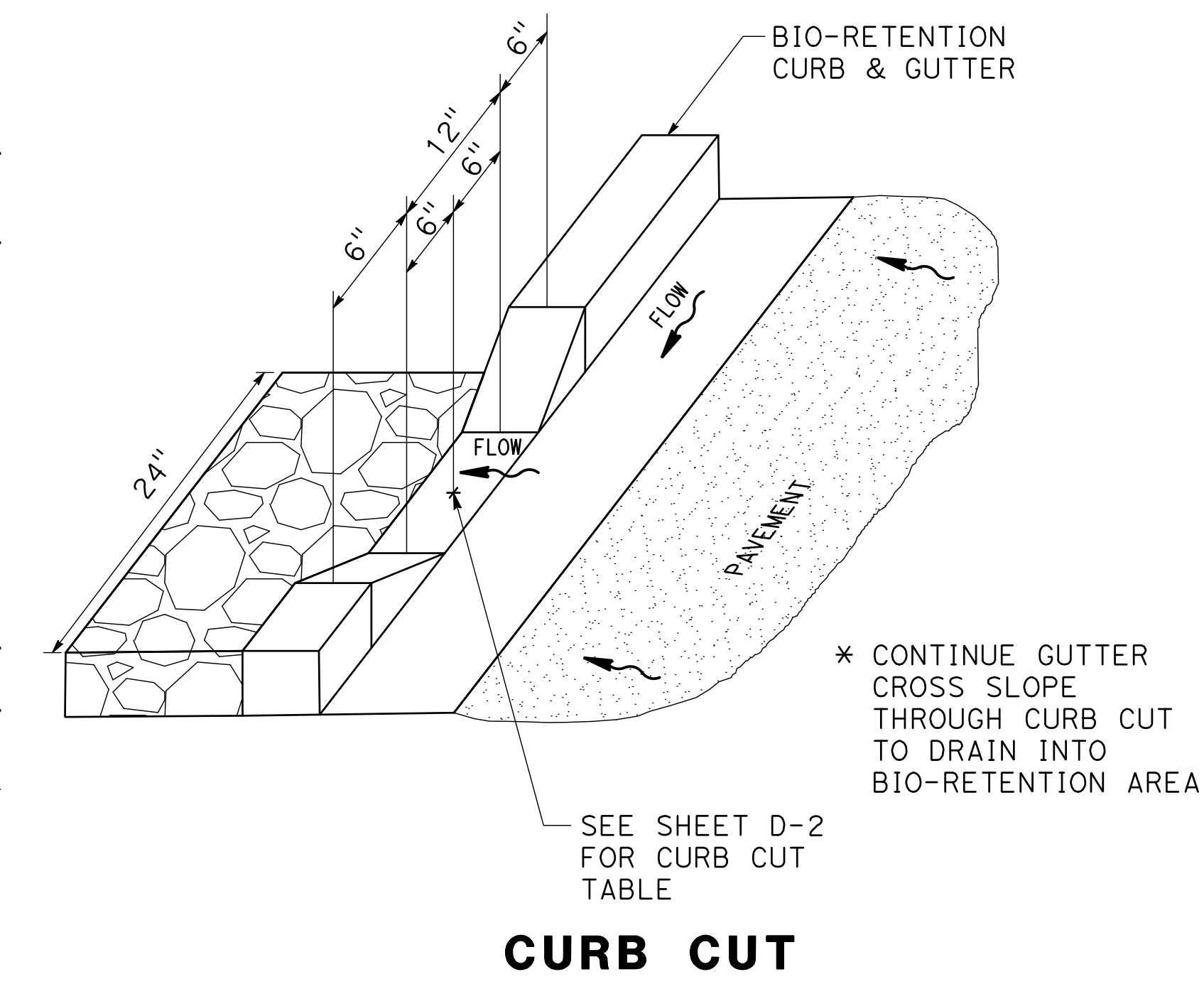
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Drawing Number	D-11
Sheet Number	Sheet <u>40</u> of <u>29</u>

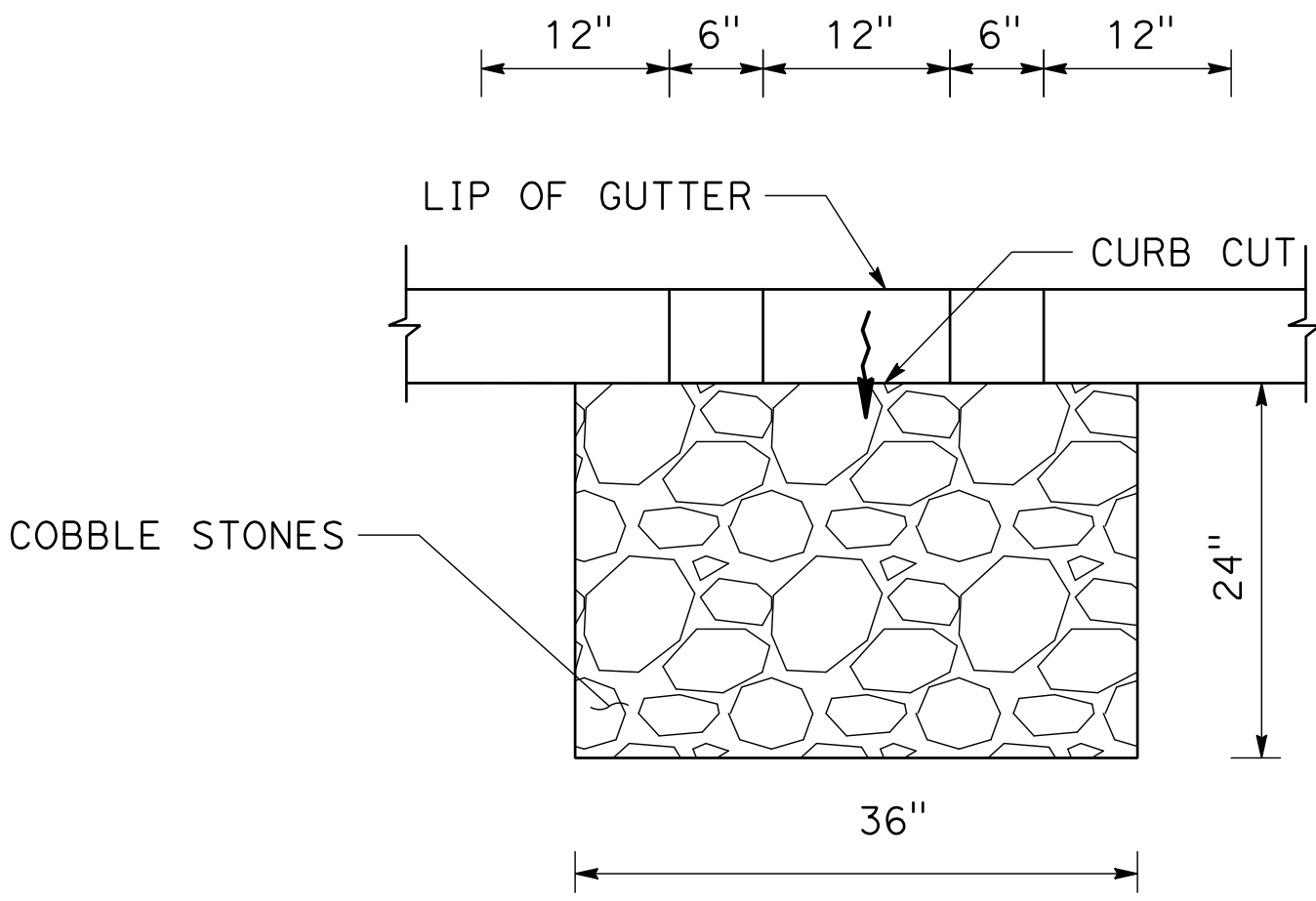
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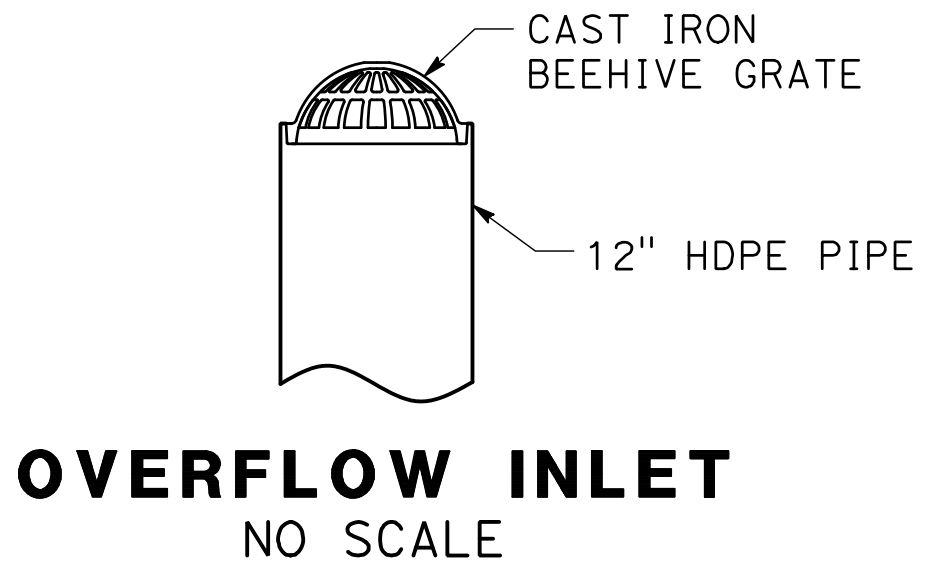
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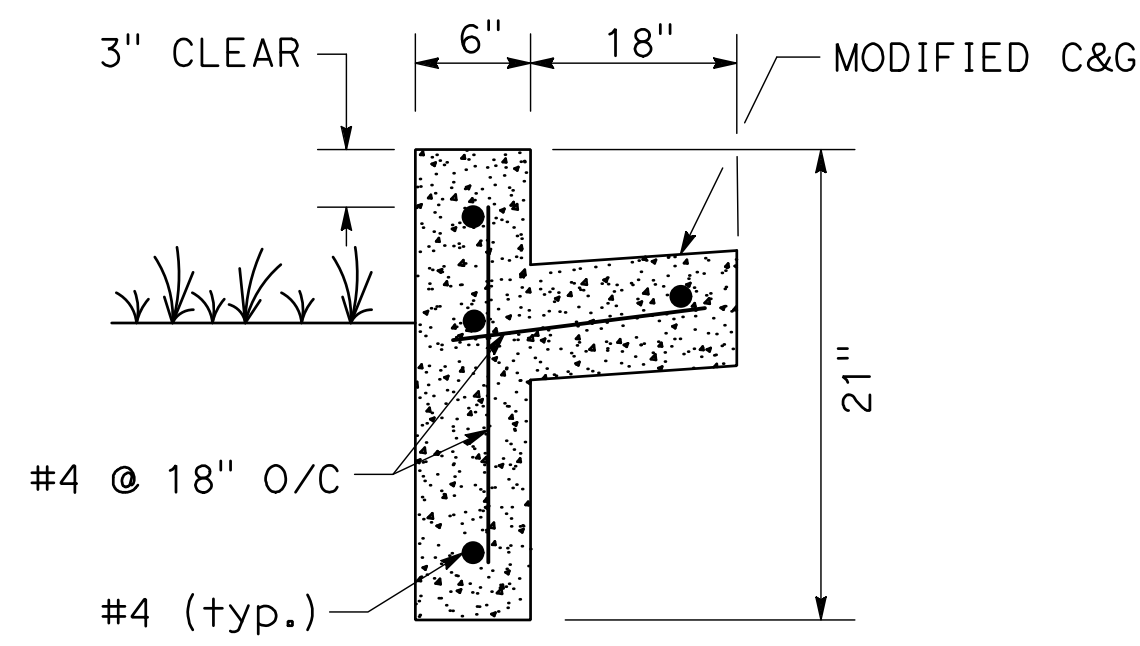
CURB CUT



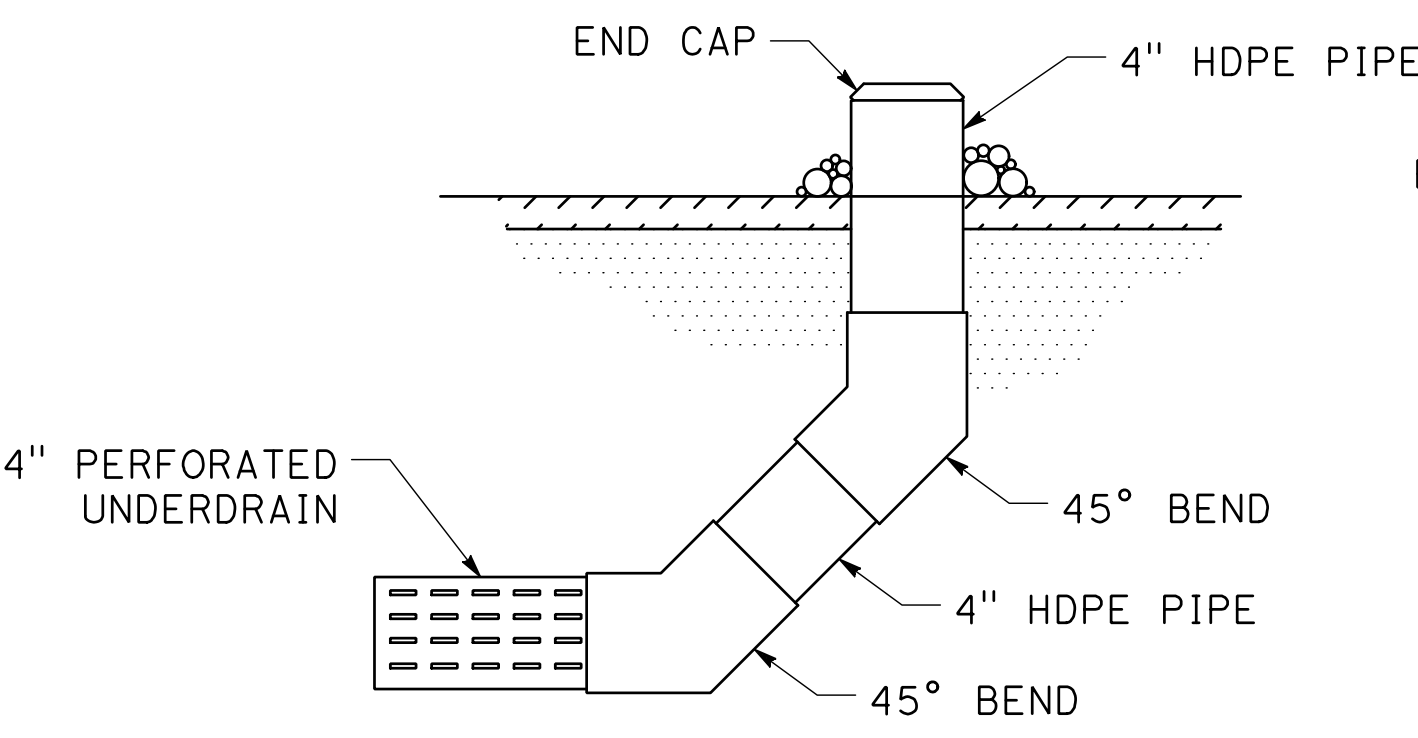
CURB CUT WITH COBBLE STONES (TYPICAL)



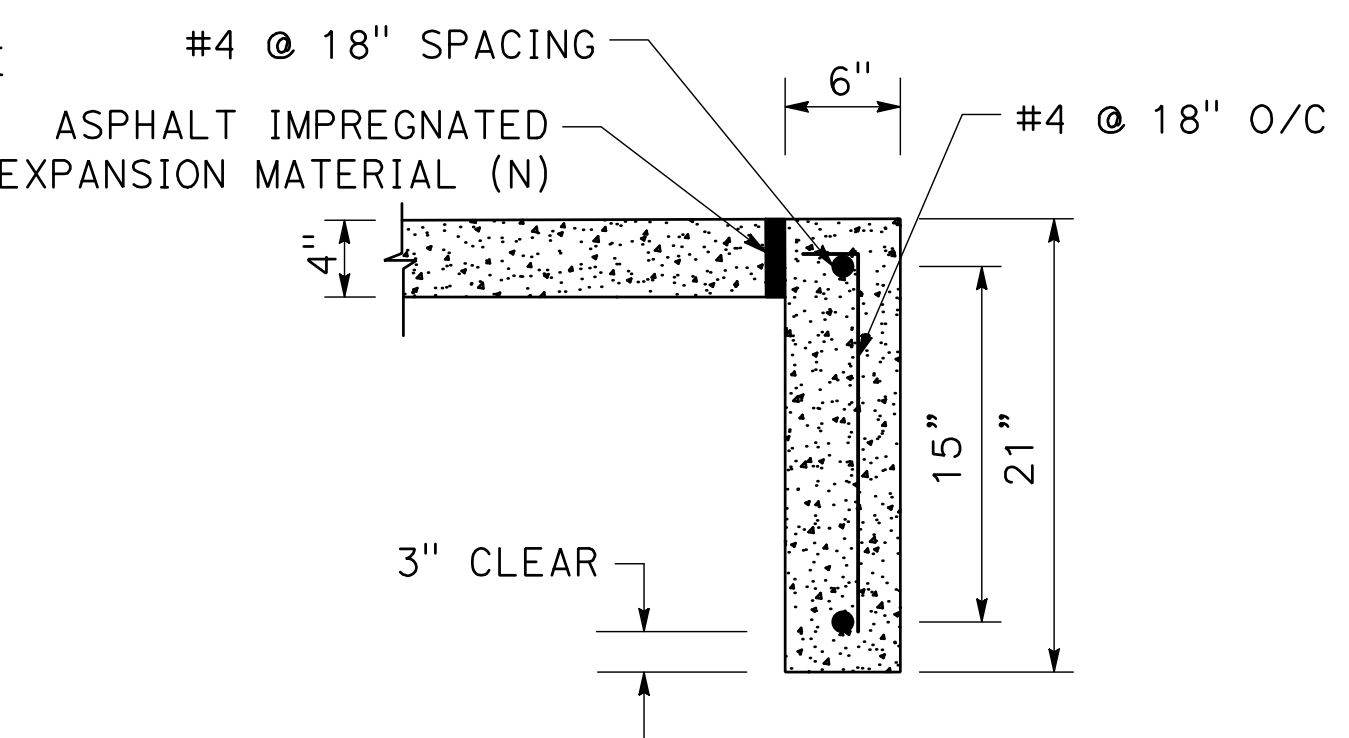
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BIO-RETENTION CURB AND GUTTER



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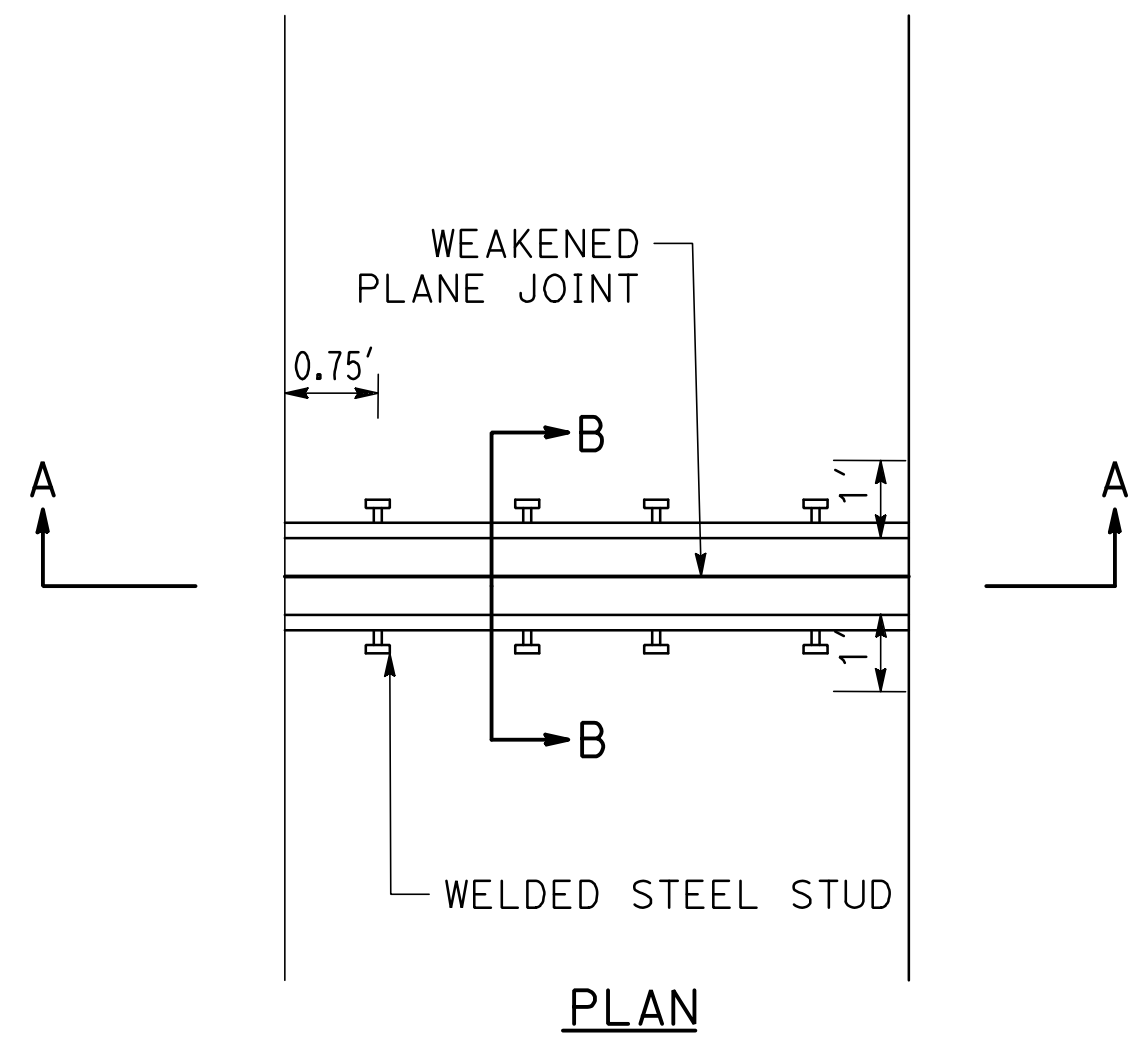


BIO-RETENTION CURB WITH SIDEWALK

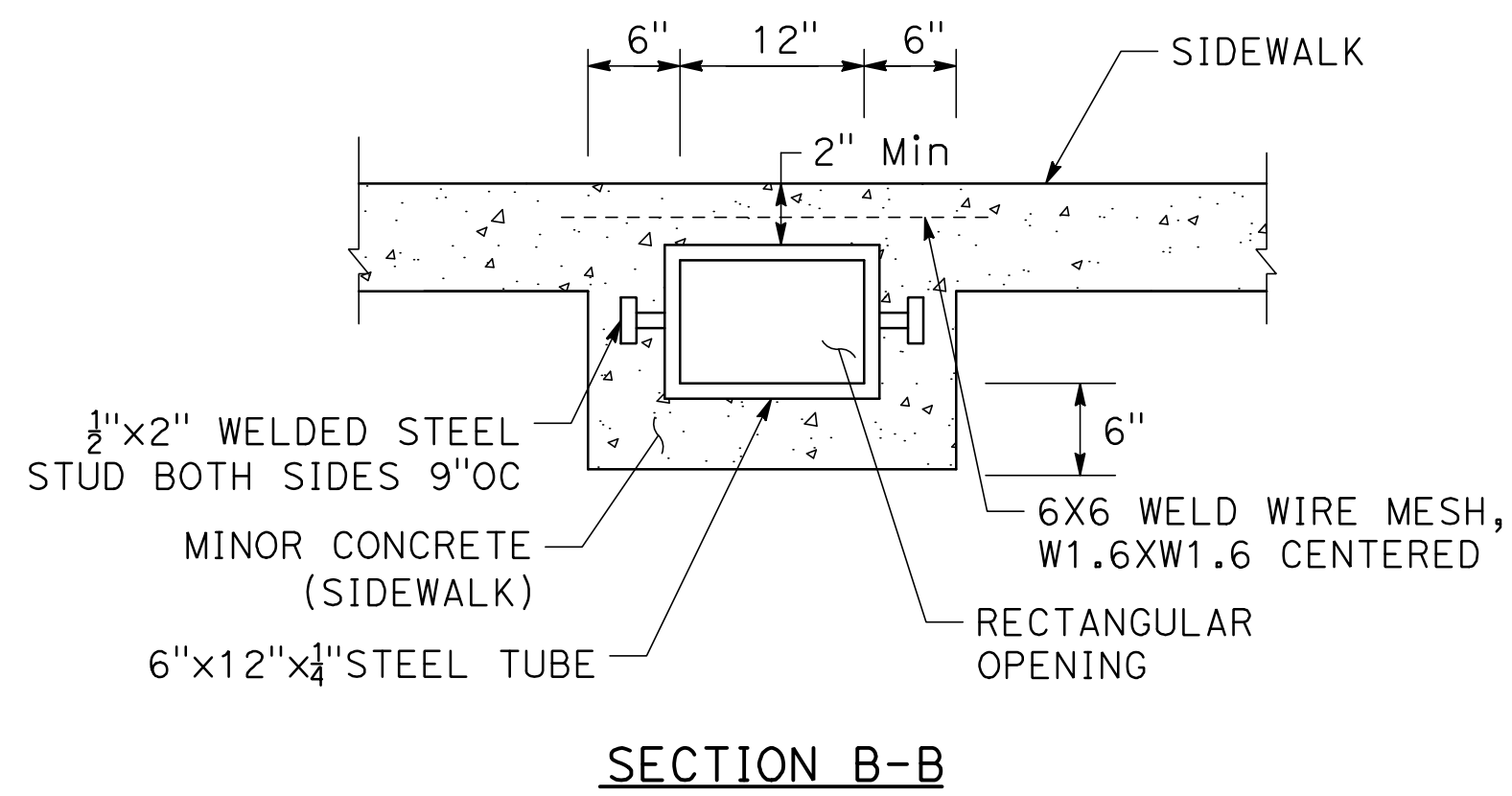
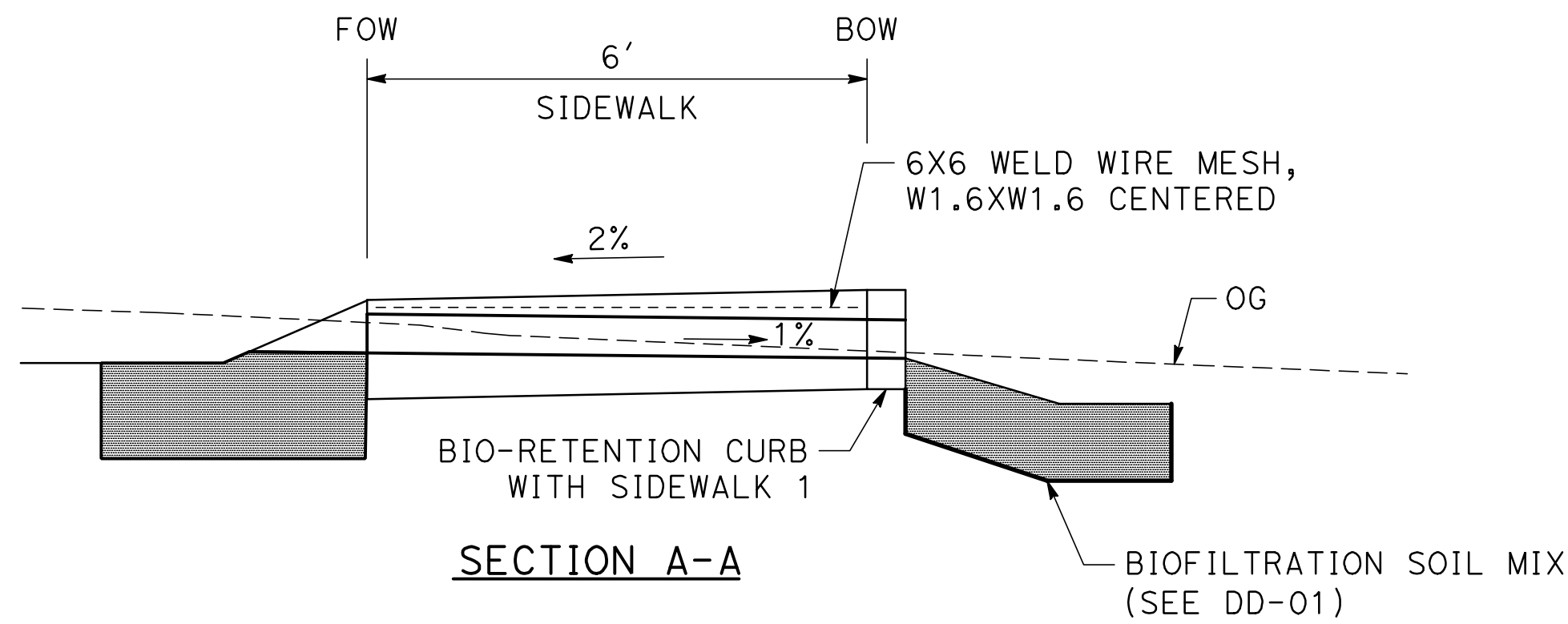
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						DRAINAGE DETAILS BROADWAY AVE COMPLETE STREET CORRIDOR IMPROVEMENTS PROJECT		City of Seaside 440 Harcourt Ave Seaside, CA 93955	Sheet Number 41 XX Sheet _____ of _____		
Rev.	Description	Date									



SIDEWALK UNDERDRAIN



NO SCALE



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					Designed By:	HG		DRAINAGE DETAILS BROADWAY AVE COMPLETE STREET CORRIDOR IMPROVEMENTS PROJECT	City of Seaside 440 Harcourt Ave Seaside, CA 93955	Sheet Number 42 of XX	
					Drawn By:	KC					
					Checked By:	JLS					
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CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS

SIGNING & STRIPING PLANS
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number
SS-01

Sheet Number

Sheet **50** of **75**

1 GREEN BIKE LANE CONFLICT MARKING DETAIL
NO SCALE

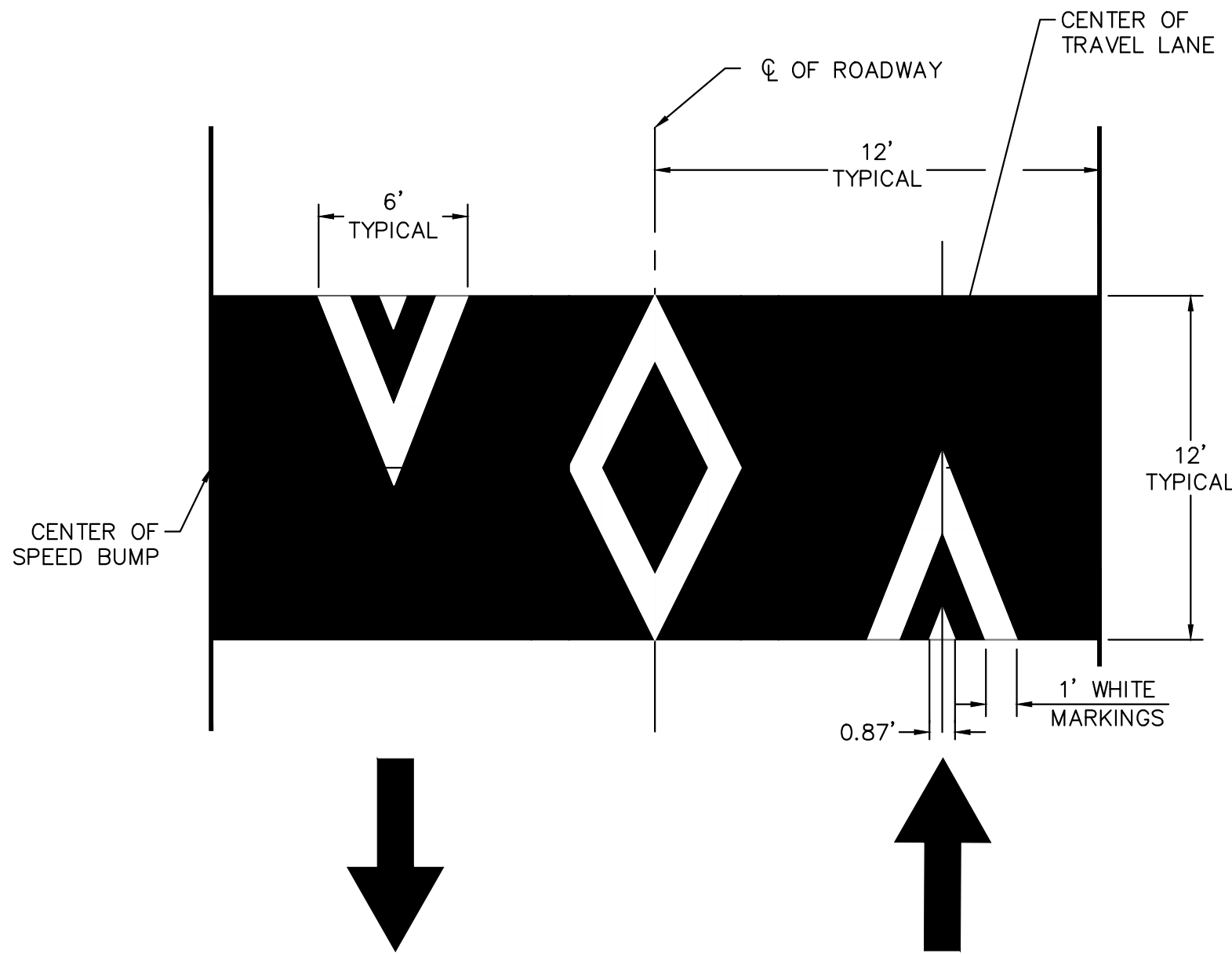
2 BIKE BOX DETAIL
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LEGEND

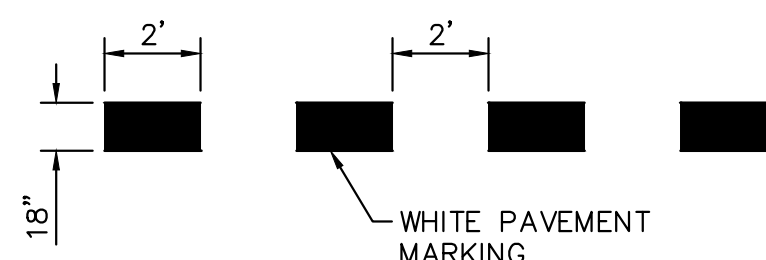
- (X/SS-XX) STRIPING DETAIL (SEE THIS SHEET)
- (XX) PROPOSED CALTRANS STRIPING DETAIL. SEE 2022 CALTRANS STD.
- HMA OVERLAY (2" MIN)
- SLURRY SEAL

SIGNING AND STRIPING NOTES

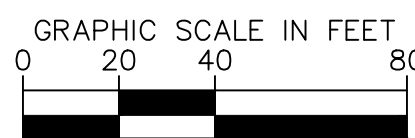
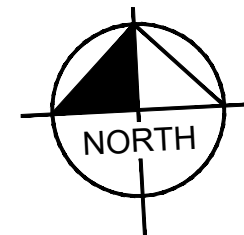
- 1 INSTALL TYPE IV ARROW PER CALTRANS 2022 STD PLAN A24A.
- 2 INSTALL SHARED ROADWAY BICYCLE MARKING PER CALTRANS 2022 STD PLAN A24C.
- 3 INSTALL BIKE LANE SYMBOL WITH PERSON AND ARROW PER CALTRANS 2022 STD PLAN A24A AND A24C.
- 4 INSTALL TRIANGLE YIELD LINE PAVEMENT MARKING PER CALTRANS 2022 STD PLAN A24E.
- 6 INSTALL 8" WHITE DIAGONAL LINES AT 45 DEGREES, 10' ON CENTER PER THE CALIFORNIA MUTCD 2014, SECTION 3B.24.



3 TRIPLE FOUR RAISED
CROSSWALK
NO SCALE



4 ENTRANCE LINE DETAIL
NO SCALE

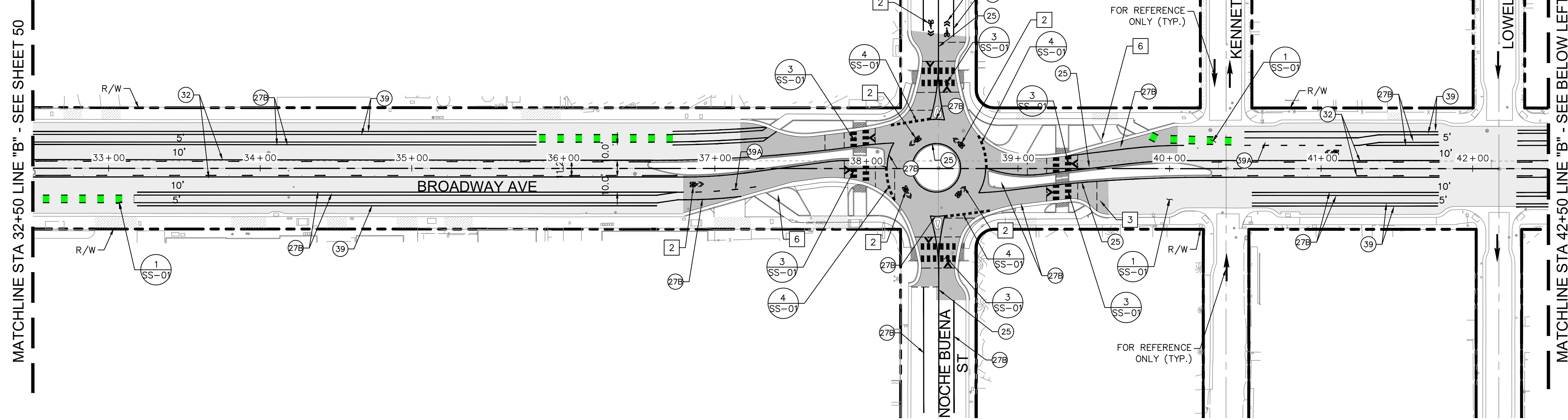
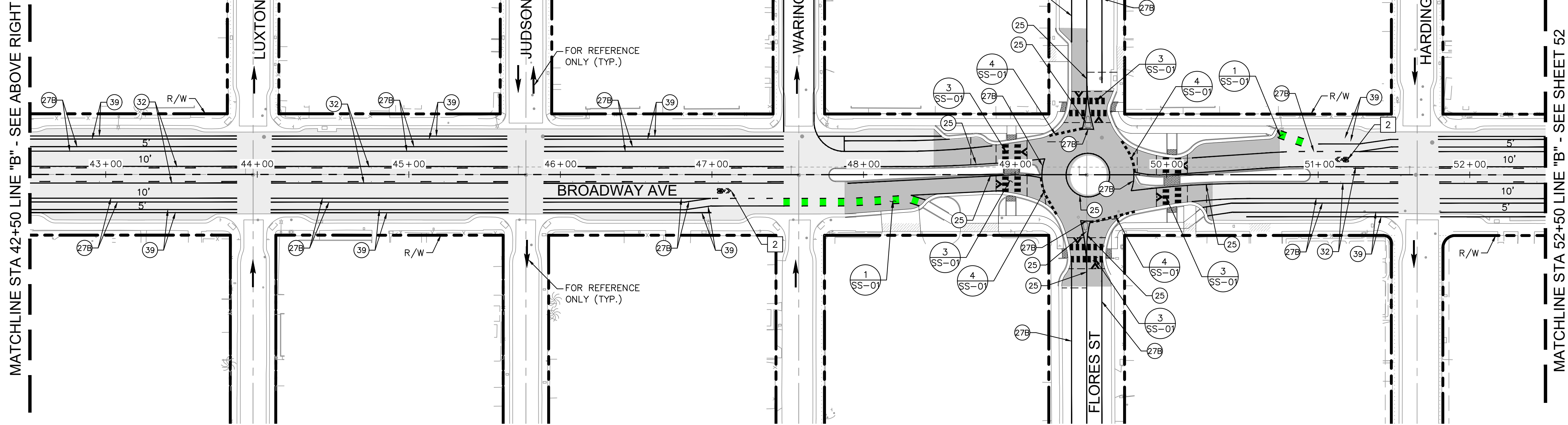


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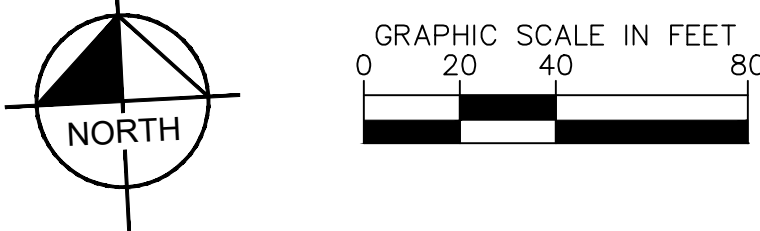
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LEGEND

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- PROPOSED CALTRANS STRIPING DETAIL. SEE 2022 CALTRANS STD.
- HMA OVERLAY (2" MIN)
- SLURRY SEAL

- SIGNING AND STRIPING NOTES**
- 2 INSTALL SHARED ROADWAY BICYCLE MARKING PER CALTRANS 2022 STD PLAN A24C.
 - 3 INSTALL BIKE LANE SYMBOL WITH PERSON AND ARROW PER CALTRANS 2022 STD PLAN A24A AND A24C.
 - 6 INSTALL 8" WHITE DIAGONAL LINES AT 45 DEGREES, 10' ON CENTER PER THE CALIFORNIA MUTCD 2014, SECTION 3B.24.



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Checked By:	DC
Consultant's Job No.	197063006



CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS

SIGNING & STRIPING PLANS

BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

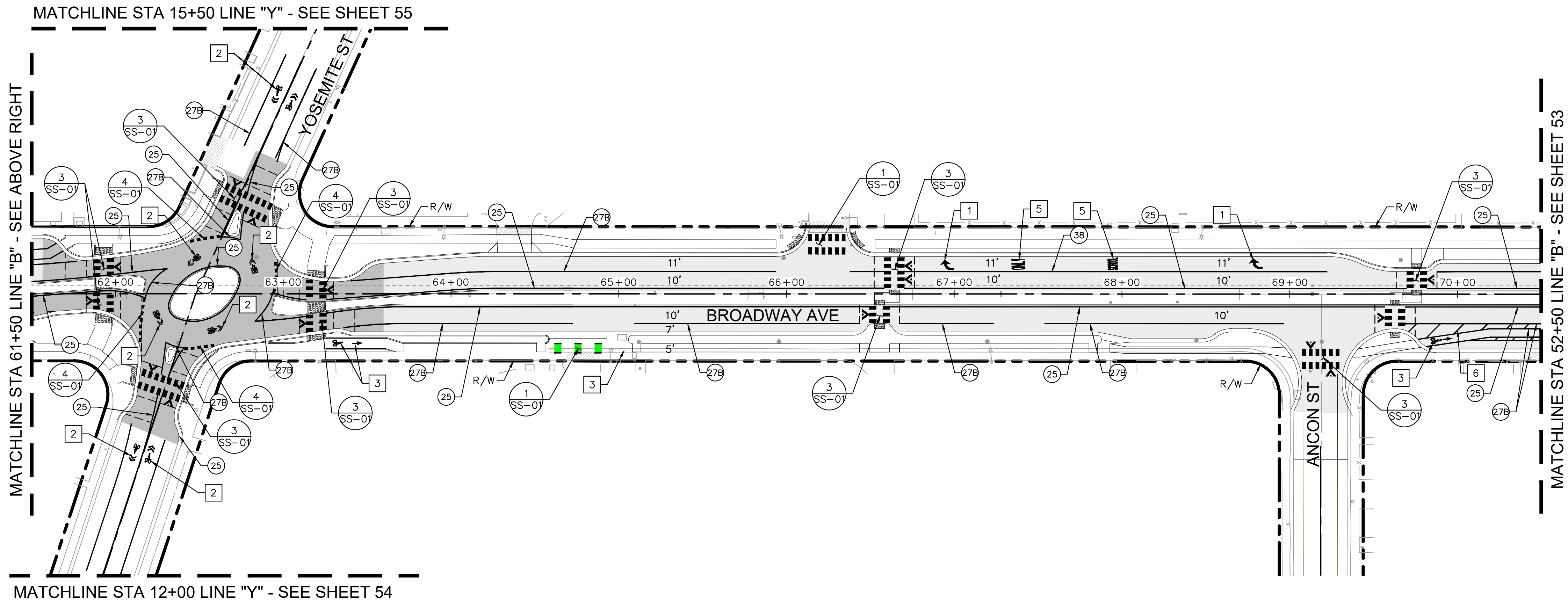
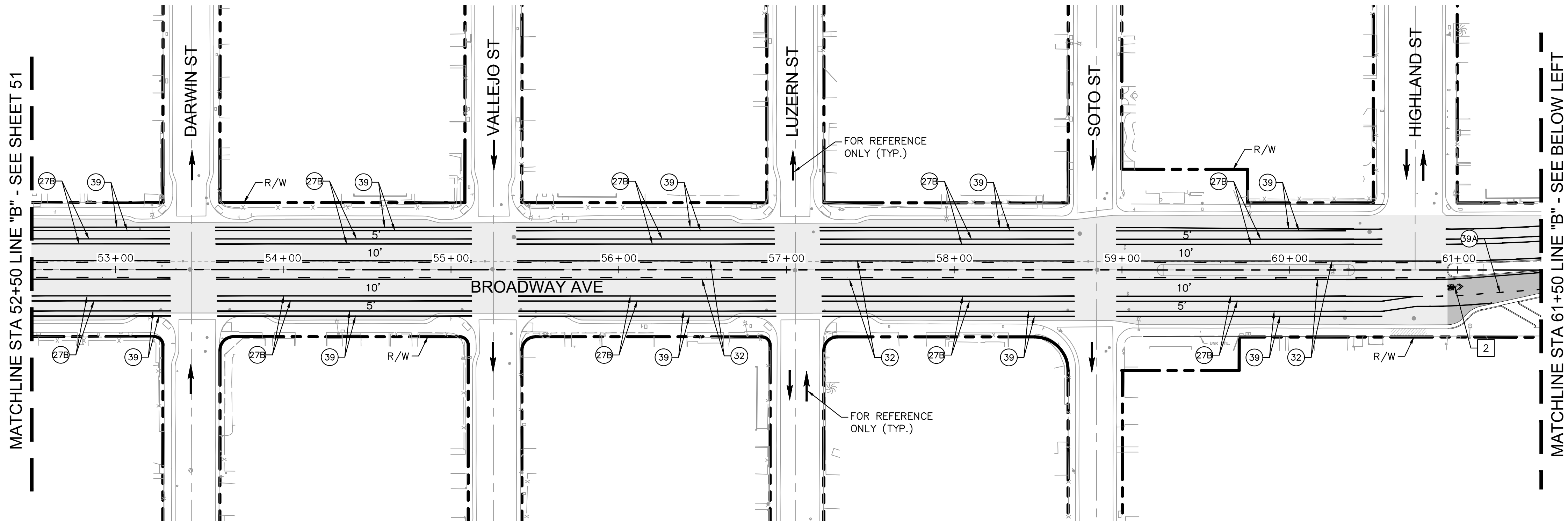
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Sheet Number	
Sheet	51 of 75



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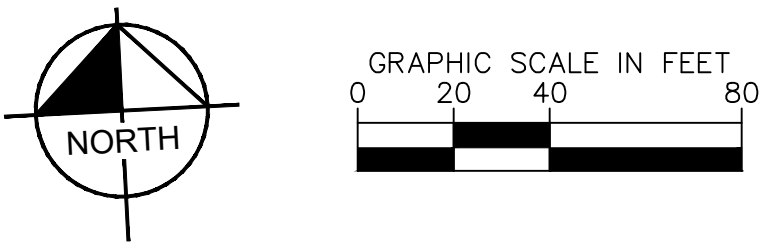


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- STRIPING DETAIL (SEE THIS SHEET)
- PROPOSED CALTRANS STRIPING DETAIL. SEE 2022 CALTRANS STD.
- HMA OVERLAY (2" MIN)
- SLURRY SEAL

SIGNING AND STRIPING NOTES

1. INSTALL TYPE IV ARROW PER CALTRANS 2022 STD PLAN A24A.
2. INSTALL SHARED ROADWAY BICYCLE MARKING PER CALTRANS 2022 STD PLAN A24C.
3. INSTALL BIKE LANE SYMBOL WITH PERSON AND ARROW PER CALTRANS 2022 STD PLAN A24A AND A24C.
5. INSTALL PAVEMENT MARKING WORD PER CALTRANS 2022 STD PLAN A24D AND A24E.
6. INSTALL 8" WHITE DIAGONAL LINES AT 45 DEGREES, 10' ON CENTER PER THE CALIFORNIA MUTCD 2014, SECTION 3B.24.



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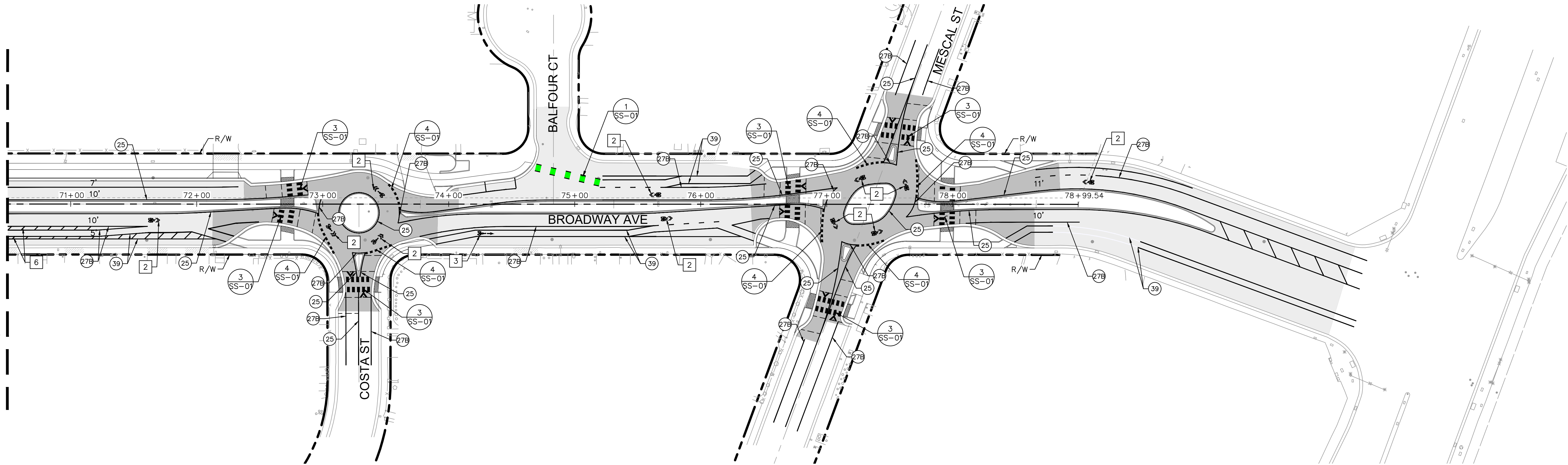
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BROADWAY AVE COMPLETE STREET CORRIDOR
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City of Seaside Monterey County California	Drawing Number SS-03
City of Seaside 440 Harcourt Ave Seaside, CA 93955	Sheet Number Sheet 52 of 75

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PRELIMINARY DESIGN
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MATCHLINE STA 70+50 LINE 'B' - SEE SHEET S2



SIGNING AND STRIPING NOTES

- 2 INSTALL SHARED ROADWAY BICYCLE MARKING PER CALTRANS 2022 STD PLAN A24C.
- 3 INSTALL BIKE LANE SYMBOL WITH PERSON AND ARROW PER CALTRANS 2022 STD PLAN A24A AND A24C.
- 6 INSTALL 8" WHITE DIAGONAL LINES AT 45 DEGREES, 10' ON CENTER PER THE CALIFORNIA MUTCD 2014, SECTION 3B.24.

LEGEND

- (X / SS-XX) STRIPING DETAIL (SEE THIS SHEET)
- (XX) PROPOSED CALTRANS STRIPING DETAIL. SEE 2022 CALTRANS STD.
- HMA OVERLAY (2" MIN)
- SLURRY SEAL

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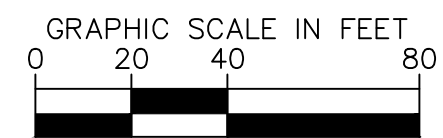
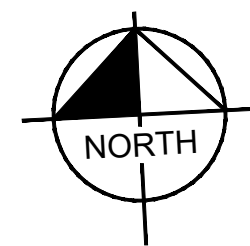
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Consultant's Job No.	197063006



CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS

SIGNING & STRIPING PLANS
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT



Rev.	Description	Date

City of Seaside
Monterey County
California

Drawing Number
SS-04

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Sheet Number

Sheet **53** of **75**

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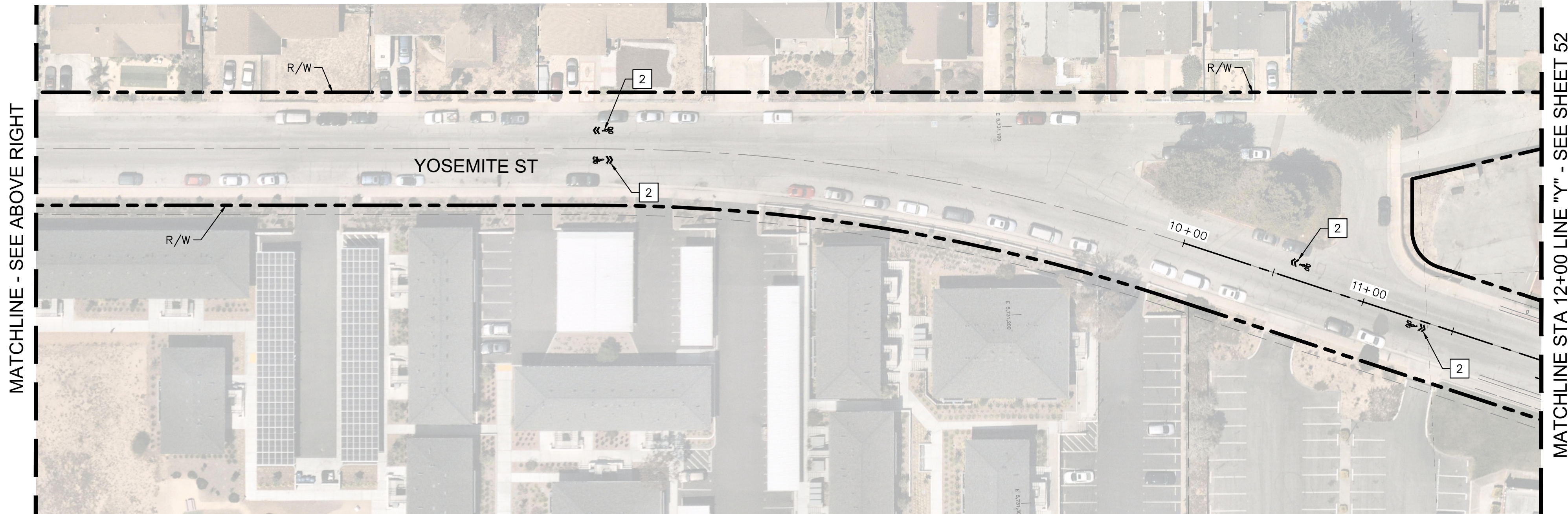
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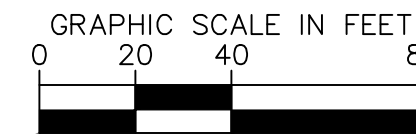
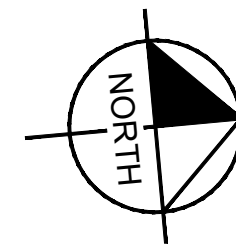


SIGNING AND STRIPING NOTES

- 2 INSTALL SHARED ROADWAY BICYCLE MARKING PER CALTRANS 2022 STD PLAN A24C.

LEGEND

- X
SS-XX STRIPING DETAIL (SEE THIS SHEET)
- XX PROPOSED CALTRANS STRIPING DETAIL. SEE 2022 CALTRANS STD.
- HMA OVERLAY (2" MIN)
- SLURRY SEAL



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CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS

SIGNING & STRIPING PLANS
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number
SS-05

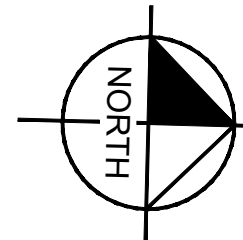
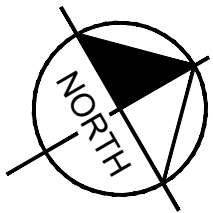
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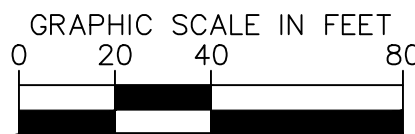


SIGNING AND STRIPING NOTES

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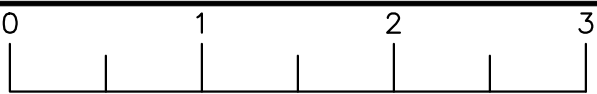
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BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

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Sheet Number	
Sheet	55 of 75

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GENERAL LANDSCAPE NOTES

- THE WORK SHALL BE DONE IN ACCORDANCE WITH THE PLANS AND THE MOST CURRENT EDITION OF THE APPLICABLE CITY AND/OR REGIONAL STANDARDS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN COPIES OF THESE STANDARDS, SPECIFICATIONS AND DRAWINGS, AS WELL AS ALL OTHER STANDARDS AND SPECIFICATIONS WHICH MAY BE NECESSARY TO COMPLETE AND ACCURATELY INTERPRET THESE PLANS.
- ALL QUANTITIES LISTED IN THE LANDSCAPE SCHEDULE ARE FOR THE CONVENIENCE OF THE CONTRACTOR. IN THE CASE OF ANY DISCREPANCIES, PLANS SHALL OVERRIDE THE LANDSCAPE AND BID SCHEDULE QUANTITIES. CONTRACTOR SHALL VERIFY QUANTITIES SHOWN ON THE PLANS AND BASE THEIR BID ACCORDINGLY.
- RESPONSIBILITY FOR ESTABLISHING SUBGRADES IS NOT INCLUDED IN THIS WORK. INSPECT SUBGRADES PRIOR TO COMMENCING WORK TO CONFIRM SUBGRADE DEPTHS AND GRADES. ADVISE LANDSCAPE ARCHITECT OF DISCREPANCIES WITH DRAWINGS OR SPECIFICATIONS. ALL PLANTING AREAS SHALL BE LEFT FREE OF CONSTRUCTION DEBRIS AND/OR TOXIC MATERIAL AND GRADED TO A LEVEL TO PERMIT LANDSCAPE CONSTRUCTION. TRENCHES OR OTHER FILLED EXCAVATIONS SHALL BE COMPACTED PRIOR TO LANDSCAPE INSTALLATION.
- SITE GRADING NECESSITATED BY THE WORK AS IT PROGRESSES AND NOT SPECIFICALLY CALLED OUT ON THE PLANS WILL BE CONSIDERED INCIDENTAL WORK.
- ALL LANDSCAPE AREAS SHALL BE UNIFORMLY GRADED SO THAT FINISHED SURFACES CONFORM TO THE TYPICAL SECTIONS AND PROPOSED GRADES SHOWN. FINISHED SURFACES SHALL BE REASONABLY SMOOTH, COMPACTED, AND FREE FROM IRREGULAR SURFACE DRAINAGE. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING THE FINISH GRADE AND SHALL BEAR FINAL RESPONSIBILITY FOR PROPER SURFACE DRAINAGE OF PLANTED AREAS.
- AFTER ROUGH GRADING HAS OCCURRED, CONTRACTOR SHALL OBTAIN AN AGRONOMIC SOILS REPORT AND SUBMIT TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO AMENDMENTS AND/OR PLANTING. CONTRACTOR SHALL APPLY RECOMMENDATIONS UNLESS OTHERWISE NOTED BY LANDSCAPE ARCHITECT.
- BACKFILL MIX SHALL BE PLACED IN 6" LIFTS AND TAMPED INTO PLACE AROUND THE PLANT. NO TRANSPLANTING SHALL BE DONE WHEN SOIL IS EXCESSIVELY WET. DO NOT COUNTERSINK AROUND CACTI OR SUCCEULENTS. PROVIDE POSITIVE DRAINAGE AWAY FROM PLANT.
- ALL TREES SHALL BE PLANTED A MINIMUM OF 5 FEET, ALL SHRUBS AND ACCENTS A MINIMUM OF 24", AND ALL GROUNDCOVERS 18" FROM EDGE OF CURBS, WALKS, WALLS, PADS, ETC., UNLESS DIRECTED OTHERWISE BY THE LANDSCAPE ARCHITECT.
- EXCAVATE PITS, AS SHOWN ON DRAWINGS AND DETAILS. LOOSEN HARD SUBSOIL IN BOTTOM OF PIT. TEST DRAINAGE OF TREE, SHRUB AND PLANT PITS BY FILLING WITH WATER TWICE IN SUCCESSION. THE RETENTION OF WATER IN PLANTING PITS FOR MORE THAN TWENTY-FOUR (24) HOURS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. SUBMIT IN WRITING A PROPOSAL FOR THE CORRECTION TO THE OWNER'S REPRESENTATIVE FOR APPROVAL BEFORE PROCEEDING WITH WORK.
- IF ROCK, UNDERGROUND CONSTRUCTION, ADVERSE DRAINAGE CONDITIONS, OR OTHER OBSTRUCTIONS ARE ENCOUNTERED IN EXCAVATION FOR PLANTING OF ANY PLANT MATERIAL, NOTIFY THE OWNER'S REPRESENTATIVE. NEW LOCATIONS MAY BE SELECTED BY THE OWNER'S REPRESENTATIVE, OR INSTRUCTIONS MAY BE ISSUED TO DIRECT REMOVAL OF OBSTRUCTION. PROCEED WITH WORK ONLY AFTER APPROVAL OF THE OWNER'S REPRESENTATIVE.
- DO NOT MAKE SUBSTITUTIONS. IF SPECIFIED LANDSCAPE MATERIAL IS NOT OBTAINABLE, SUBMIT PROOF OF NON-AVAILABILITY FROM AT LEAST FIVE SOURCES TO THE OWNER'S REPRESENTATIVE, TOGETHER WITH PROPOSAL FOR USE OF EQUIVALENT MATERIAL FOR FINAL APPROVAL.
- ALL PLANT MATERIAL AND SPECIFICATIONS TO CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK STANDARDS UNLESS OTHERWISE NOTED.
- LAY OUT INDIVIDUAL TREE AND PLANT LOCATIONS AND AREAS FOR MULTIPLE PLANTINGS, STAKE LOCATIONS AND OUTLINE AREAS AND SECURE THE OWNER'S REPRESENTATIVE'S ACCEPTANCE BEFORE START OF PLANTING WORK. MAKE MINOR ADJUSTMENTS AS DIRECTED.
- ALL SHRUBS SHALL HAVE A FULL HEAD THAT COVERS THE CAN DIAMETER (CAN FULL) AND A MINIMUM OF THREE STEMS/BRANCHES.
- FINISH GRADE FOR PLANTED AREAS SHALL BE 1" BELOW ALL CURBS, WALKS AND PAVING WITH SMOOTH EVEN LINES AT EDGES OF STRUCTURES.
- FINISH LANDSCAPE GRADES SHALL SLOPE AT A 2% GRADE AWAY FROM CURBS, WALKS, AND WALLS.
- PROVIDE SAMPLES OF PROPOSED ROCK MULCH SHOWING COLOR, GRADATION SIZE RANGE AND TEXTURE INCLUDING PROPOSED SOURCE. PROVIDE 1/2 CUBIC FOOT SAMPLE OF EACH.
- ANY ROCK MULCH OR DECOMPOSED GRANITE SHALL NOT CONTAIN LUMPS OR BALLS OF CLAY, CALICHE, ORGANIC MATTER OR CALCAREOUS COATINGS. PROVIDE WEED BARRIER UNDER ALL DG AND/OR ROCK MULCH. THE CONTRACTOR SHALL ENSURE THAT SUFFICIENT QUANTITY IS AVAILABLE FROM A SINGLE SOURCE TO COMPLETE THE PROJECT. THE OWNER'S REPRESENTATIVE SHALL APPROVE SAMPLES PRIOR TO ORDERING.
- NO JOB WILL BE CONSIDERED COMPLETE UNTIL ALL CURBS, PAVEMENT AND SIDEWALKS HAVE BEEN SWEEPED CLEAN OF ALL DIRT AND DEBRIS ACCORDING TO PLAN.
- IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ANY PERMITS REQUIRED. (SEE THE CITY GENERAL CONDITIONS)
- ALL CONSTRUCTION ROADS AND COMPACTED AREAS DEVELOPED THROUGH CONSTRUCTION THAT ARE WITHIN THE LANDSCAPE AREAS SHALL BE SCARIFIED AND LOOSENEED TO A DEPTH OF 12" PRIOR TO LANDSCAPE AND IRRIGATION WORK BEGINNING
- PLANTINGS WITHIN THE SIGHT VISIBILITY TRIANGLE LINE SHALL BE MAINTAINED SO THAT NO LIMBS HANG LOWER THAN SEVEN (7) FEET AND SHRUBS OR OTHER PLANTS PLANTED WITHIN THE SIGHT VISIBILITY TRIANGLE LINE SHALL BE NO TALLER THAN TWO (2) FEET AT FULL GROWTH.

LANDSCAPE ARCHITECT NOTES

- THE TERM "LANDSCAPE ARCHITECT" USED HEREIN SHALL MEAN THE LANDSCAPE ARCHITECT WHO HAS SIGNED AND SEALED THESE PLANS AND IS IN RESPONSIBLE CHARGE OF THE LANDSCAPE ARCHITECTURE DESIGN. THE TERM "CONTRACTOR" USED HEREIN SHALL MEAN ANY GENERAL CONTRACTOR OR SUBCONTRACTOR USING THESE PLANS. ANY AGENCY SIGNATURE OR APPROVAL ON THESE PLANS DOES NOT CONSTITUTE APPROVAL OF ANY OF THESE NOTES.
- THE LANDSCAPE ARCHITECT WILL NOT PROVIDE, OBSERVE, COMMENT ON NOR ENFORCE ANY SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT, AND MAINTAIN ALL SAFETY MEASURES AND SHALL BE SOLELY RESPONSIBLE FOR SAME AND COMPLYING WITH ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS, AND REGULATIONS. THE CONTRACTOR AGREES THAT SHE/HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS AND SAFETY OF ALL PERSONS AND PROPERTY DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
- THE LANDSCAPE ARCHITECT SHALL HAVE NO RESPONSIBILITY FOR ANY OF THE CONTRACTOR'S MEANS AND METHODS OF CONSTRUCTION, TECHNIQUES, EQUIPMENT CHOICE AND USAGE, SEQUENCE, SCHEDULE, SAFETY PROGRAMS, OR SAFETY PRACTICES, NOR SHALL THE LANDSCAPE ARCHITECT HAVE ANY AUTHORITY OR RESPONSIBILITY TO STOP OR DIRECT THE WORK OF ANY CONTRACTOR.
- THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE LANDSCAPE ARCHITECT AND OWNER, THEIR AGENTS AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, JUDGMENTS, LOSS, DAMAGES, COSTS, EXPENSES, FEES OR LIABILITY WHATSOEVER, REAL OR ALLEGED, IN CONNECTION WITH, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE LANDSCAPE ARCHITECT.
- IF THERE ARE ANY QUESTIONS REGARDING THESE PLANS, THE CONTRACTOR SHALL REQUEST IN WRITING FROM THE LANDSCAPE ARCHITECT AND THE OWNER, AN INTERPRETATION BEFORE DOING ANY RELATED OR IMPACTED WORK.
- THE CONTRACTOR SHALL TAKE THE NECESSARY STEPS TO PROTECT THE PROPERTY FROM ANY EROSION AND SILTATION THAT RESULT FROM CONTRACTOR OPERATIONS BY APPROPRIATE MEANS UNTIL SUCH TIME THAT THE PROJECT IS COMPLETED AND ACCEPTED FOR MAINTENANCE BY WHOMEVER IS TO BE ULTIMATELY RESPONSIBLE FOR MAINTENANCE.
- THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO STARTING WORK NEAR THEIR FACILITIES AND SHALL COORDINATE WORK WITH UTILITY COMPANY REPRESENTATIVES.
- THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM A SEARCH OF READILY AVAILABLE RECORDS. NO REPRESENTATION IS MADE AS TO THE ACCURACY OR COMPLETENESS OF SAID UTILITY INFORMATION. THE CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS. ALL DAMAGES THERETO CAUSED BY THE CONTRACTOR SHALL BE REPAIRED TO THE APPROPRIATE SPECIFICATIONS AND STANDARDS AT THE SOLE EXPENSE OF THE CONTRACTOR.
- THE LOCATION, ELEVATIONS, SIZE, TYPE AND CONDITION OF EXISTING IMPROVEMENTS ADJACENT TO THE PROPOSED WORK INDICATED ON THESE PLANS SHALL BE CONFIRMED BY THE CONTRACTOR BY FIELD MEASUREMENTS AND OBSERVATIONS PRIOR TO CONSTRUCTION OF NEW WORK. THE CONTRACTOR WILL IMMEDIATELY INFORM THE LANDSCAPE ARCHITECT IN WRITING IF ANY DISCREPANCIES OR CONFLICTING INFORMATION IS FOUND.
- THE CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES AS NEEDED, SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY DUE TO THE ACTUAL LOCATION, SIZE, TYPE, OR CONDITION OF EXISTING FACILITIES DIFFERING FROM WHAT IS SHOWN ON THESE PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ANY DAMAGE TO THE EXISTING IMPROVEMENTS AND REPLACEMENT TO THE SATISFACTION OF THE OWNER.
- SHOULD CONFLICTING INFORMATION BE FOUND ON THE PLANS THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING IMMEDIATELY BEFORE PROCEEDING WITH THE WORK IN QUESTION.
- ANYTHING MENTIONED IN THE SPECIFICATIONS, IF ANY, AND NOT SHOWN ON THE DRAWINGS, OR SHOWN ON THE DRAWINGS AND NOT MENTIONED IN THE SPECIFICATIONS, SHALL BE OF LIKE EFFECT AS IF SHOWN OR MENTIONED IN BOTH.

IRRIGATION NOTES

- LANDSCAPE AREAS WILL NOT BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM. CONTRACTOR SHALL ENSURE THAT ALL PLANTS RECEIVE APPROPRIATE WATERING TO ESTABLISH HEALTHY AND DEEP ROOT GROWTH DURING THE PLANT ESTABLISHMENT PERIOD OF ONE (1) YEAR. EACH WATERING SHALL BE OF SUCH QUANTITY AS TO PROVIDE OPTIMUM GROWTH CONDITIONS. THE CONTRACTOR SHALL PROVIDE EQUIPMENT AND MEANS FOR THE PROPER APPLICATION OF WATER TO LANDSCAPED AREAS NOT PROVIDED WITH AN IRRIGATION SYSTEM.
- CONTRACTOR SHALL HAND WATER PLANTING AREAS AS REQUIRED TO ENSURE ACTIVE GROWTH KEEPING AREAS MOIST BUT NOT SATURATED AND REGULATE WATERING AS NECESSARY TO AVOID EROSION AND GULLYING.
- FOLLOWING THE PLANT ESTABLISHMENT PERIOD, THE CONTRACTOR SHALL PROVIDE A WARRANTY WHICH GUARANTEES ALL PLANTS FOR ONE (1) YEAR FROM DATE OF FINAL ACCEPTANCE OF THE CONTRACT. THE CONTRACTOR SHALL REPLACE ANY PLANT WHICH HAS DIED, AND THE PLANT REPLACEMENT SHALL BE THE SAME SIZE CONTAINER AS ORIGINALLY DESIGNATED ON THE PLANS.
- WATER SUPPLY SHALL BE CLEAN, FREE OF SUSPENDED PARTICLES, ALGAE, OR CHEMICALS THAT MAY FORM INSOLUBLE PRECIPITATES IN THE EQUIPMENT OR MAY BE DETRIMENTAL TO PLANTINGS.
- CONTRACTOR SHALL ADJUST, RELOCATE, SALVAGE, REINSTALL AND/OR FURNISH AND INSTALL NEW IRRIGATION COMPONENTS IN LIKE KIND, FOR ANY ADJACENT EXISTING IRRIGATION SYSTEM(S) IMPACTED BY THESE IMPROVEMENTS AND INSURE THAT THEY ARE IN FULL WORKING ORDER.

I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AB-1881 AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN PLAN.

[Signature]

RANDALL A. SPFF JR, LLA 6633

PLANT SCHEDULE

SHRUBS	QTY	BOTANICAL / COMMON NAME	CONT.	SPACING	WUCOLS
	48	ARCTOSTAPHYLOS X 'EMERALD CARPET' / EMERALD CARPET MANZANITA	5 GAL.	3' O.C.	LOW
	45	BERBERIS AQUIFOLIUM 'COMPACTA' / COMPACT OREGON GRAPE	5 GAL.	3' O.C.	LOW
	44	CEANOTHUS GRISEUS HORIZONTALIS / CARMEL CREEPER	5 GAL.	3' O.C.	LOW
	112	EPILOBIUM CANUM / CALIFORNIA FUCHSIA	5 GAL.	2' O.C.	LOW
	183	ERIGERON GLAUCUS / SEASIDE DAISY	5 GAL.	2' O.C.	LOW
	108	ERIOGONUM PARVIFOLIUM / CLIFF BUCKWHEAT	5 GAL.	2' O.C.	LOW
	23	RHAMNUS CALIFORNICA 'LITTLE SUR' / LITTLE SUR COFFEEBERRY	5 GAL.	3' O.C.	LOW
	55	SALVIA APIANA COMPACTA / COMPACT WHITE SAGE	5 GAL.	3' O.C.	LOW
	87	SALVIA MELLIFERA 'GREEN CARPET' / GREEN CARPET BLACK SAGE	5 GAL.	2' O.C.	LOW
GRASSES	QTY	BOTANICAL / COMMON NAME	CONT.	SPACING	WUCOLS
	111	DESCHAMPSIA CESPITOSA / TUFTED HAIR GRASS	1 GAL.	2' O.C.	LOW
	116	MELICA IMPERFECTA / IMPERFECT MELIC	1 GAL.	2' O.C.	LOW
	136	MUHLENBERGIA RIGENS / DEER GRASS	1 GAL.	3' O.C.	LOW
INERT MATERIAL	QTY	BOTANICAL / COMMON NAME	CONT.	SPACING	WUCOLS
	4	BOULDER / 4' DIA	ROCK	-	-
	37	BOULDER / 3' DIA	ROCK	-	-
LID PLANTS	QTY	BOTANICAL / COMMON NAME	CONT.	SPACING	WUCOLS
	192	CAREX PANSA / MEADOW SEDGE	1 GAL.	2' O.C.	MODERATE
	118	CAREX TUMULICOLA / FOOTHILL SEDGE	1 GAL.	2' O.C.	LOW
	14	JUNCUS PATENS / CALIFORNIA GRAY RUSH	1 GAL.	2' O.C.	LOW
INERT MATERIAL	QTY	BOTANICAL / COMMON NAME	CONT.	SPACING	WUCOLS
	8,330 SF	ROCK MULCH / 3/8" DIA	ROCK	-	-
	5,423 SF	ROCK MULCH / 1"-3" DIA	ROCK	-	-

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					Designed By:	CC		LANDSCAPE NOTES AND SCHEDULE BROADWAY AVE COMPLETE STREET CORRIDOR IMPROVEMENTS PROJECT	City of Seaside 440 Harcourt Ave Seaside, CA 93955	Sheet Number	
					Drawn By:	CC				Sheet <u>63</u> of <u>75</u>	
					Checked By:	RK					
Rev.	Description	Date			Consultant's Job No.	197063006					

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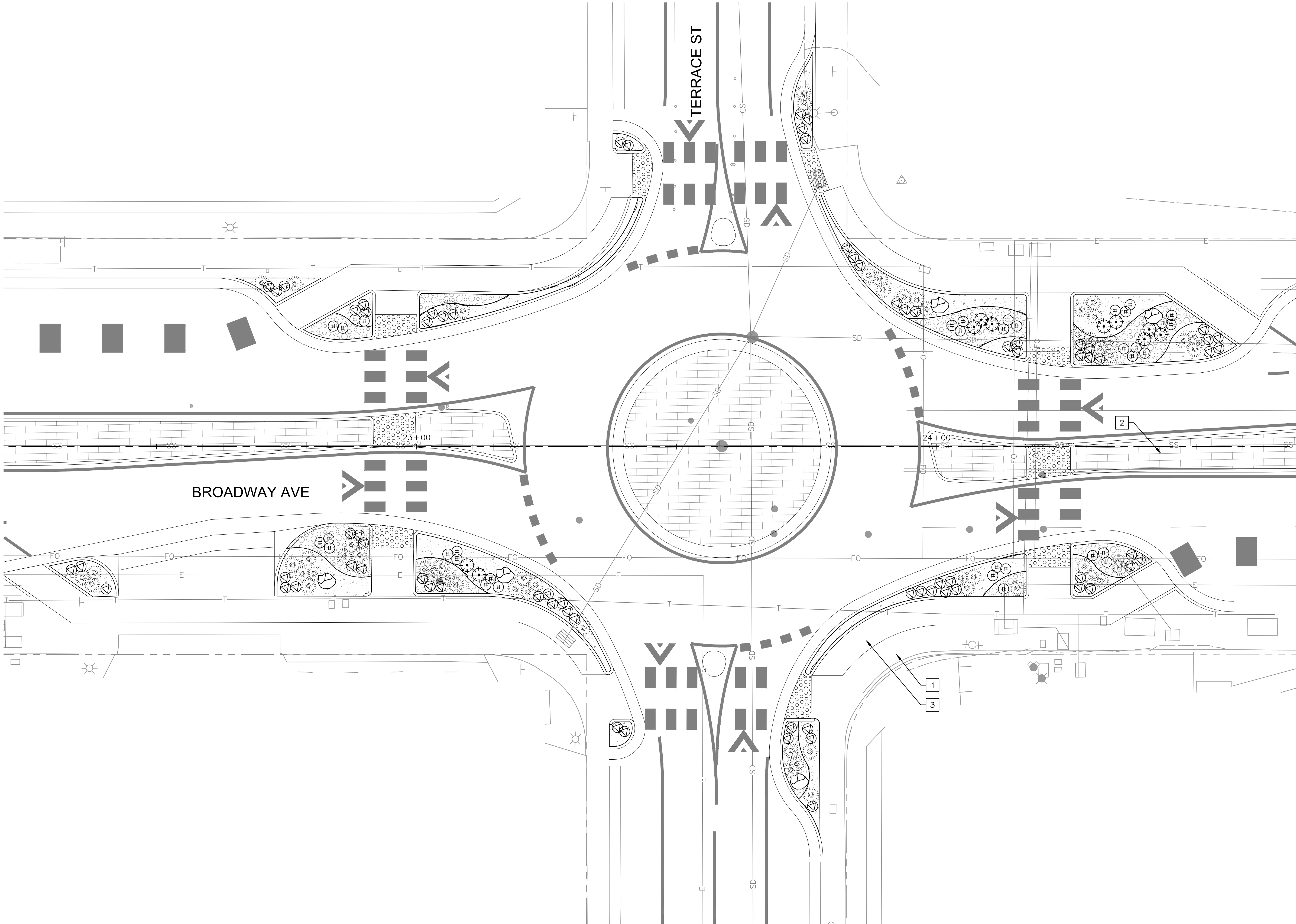


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PLANT LEGEND (SEE SHEET LS-00 FOR FULL SCHEDULE)

SHRUBS	BOTANICAL / COMMON NAME
	ARCTOSTAPHYLOS X 'EMERALD CARPET' / EMERALD CARPET MANZANITA
	BERBERIS AQUIFOLIUM 'COMPACTA' / COMPACT OREGON GRAPE
	CEANOTHUS GRISEUS HORIZONTALIS / CARMEL CREEPER
	EPILOBIUM CANUM / CALIFORNIA FUCHSIA
	ERIGERON GLAUCUS / SEASIDE DAISY
	ERIOGONUM PARVIFOLIUM / CLIFF BUCKWHEAT
	RHAMNUS CALIFORNICA 'LITTLE SUR' / LITTLE SUR COFFEEBERRY
	SALVIA APIANA COMPACTA / COMPACT WHITE SAGE
	SALVIA MELLIFERA 'GREEN CARPET' / GREEN CARPET BLACK SAGE
GRASSES	BOTANICAL / COMMON NAME
	DESCHAMPSIA CESPITOSA / TUFTED HAIR GRASS
	MELICA IMPERFECTA / IMPERFECT MELIC
	MUHLENBERGIA RIGENS / DEER GRASS
INERT MATERIAL	BOTANICAL / COMMON NAME
	BOULDER / 4' DIA
	BOULDER / 3' DIA
LID PLANTS	BOTANICAL / COMMON NAME
	CAREX PANSA / MEADOW SEDGE
	CAREX TUMULICOLA / FOOTHILL SEDGE
	JUNCUS PATENS / CALIFORNIA GRAY RUSH
INERT MATERIAL	BOTANICAL / COMMON NAME
	ROCK MULCH / 3/8" DIA
	ROCK MULCH / 1"-3" DIA

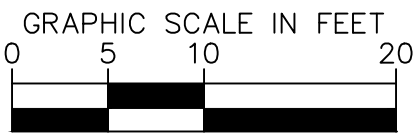
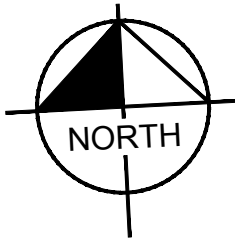
SITE NOTES

- 1

STANDARD GRAY CONCRETE, INCLUDES SIDEWALKS, DRIVEWAYS, AND OTHER CONCRETE SURFACING (TYP)
SEE IMPROVEMENT PLANS
- 2

DECORATIVE PAVING (TYP)
- 3

BIKE LANE (TYP)
SEE IMPROVEMENT PLANS



Rev.	Description	Date

KimleyHorn

555 CAPITOL MALL, STE. 300 SACRAMENTO, CA 95814
PHONE: 916-858-5800
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Designed By:	CC
Drawn By:	CC
Checked By:	RK
Consultant's Job No.	197063006



CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS

LANDSCAPE PLAN
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number	LS-01
Sheet Number	64 of 75

FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES

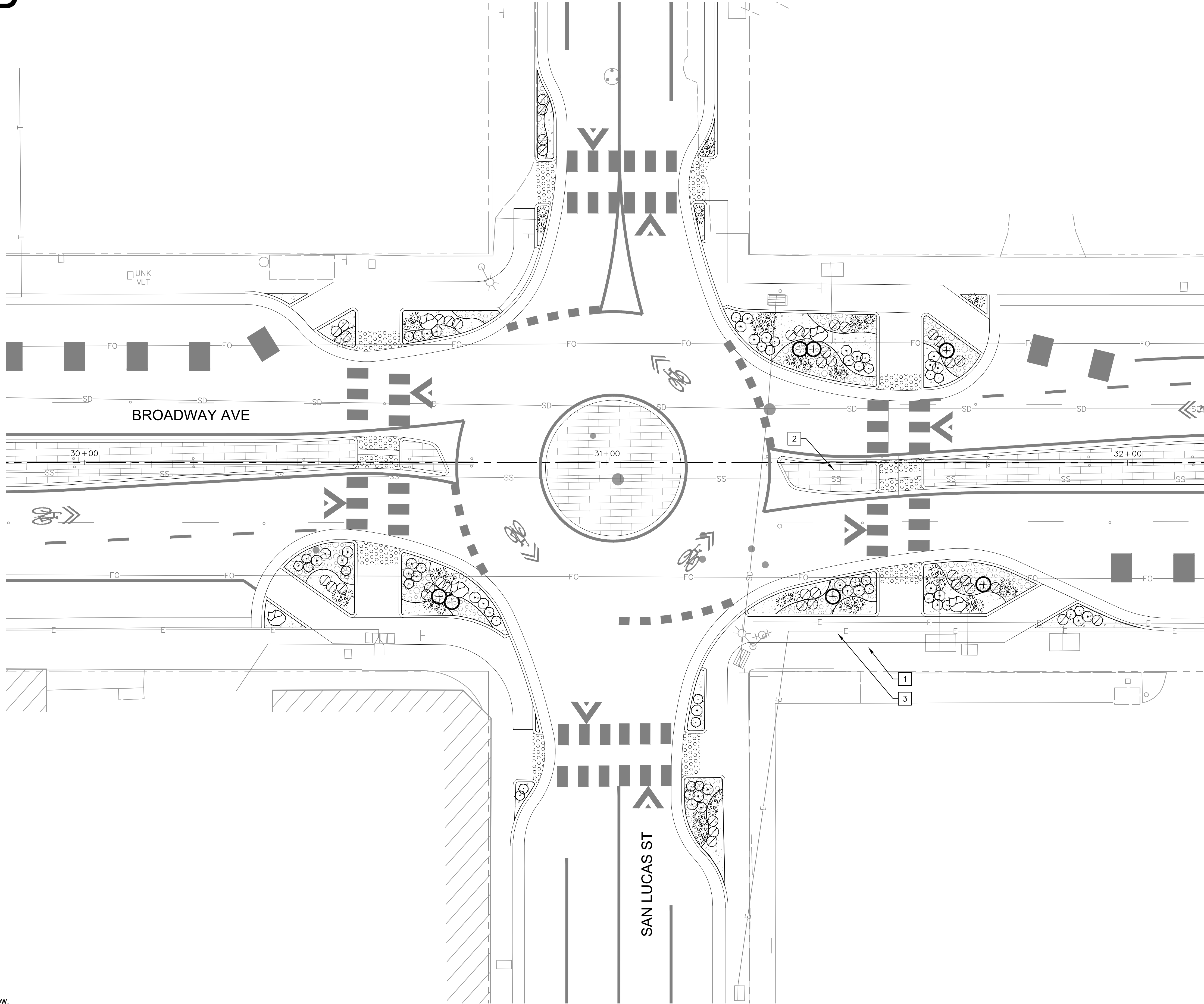


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MARCH 2023

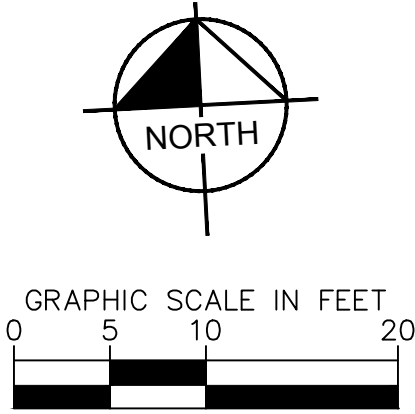


PLANT LEGEND (SEE SHEET LS-00 FOR FULL SCHEDULE)

SHRUBS	BOTANICAL / COMMON NAME
	ARCTOSTAPHYLOS X 'EMERALD CARPET' / EMERALD CARPET MANZANITA
	BERBERIS AQUIFOLIUM 'COMPACTA' / COMPACT OREGON GRAPE
	CEANOTHUS GRISEUS HORIZONTALIS / CARMEL CREEPER
	EPILOBIUM CANUM / CALIFORNIA FUCHSIA
	ERIGERON GLAUCUS / SEASIDE DAISY
	ERIOGONUM PARVIFOLIUM / CLIFF BUCKWHEAT
	RHAMNUS CALIFORNICA 'LITTLE SUR' / LITTLE SUR COFFEEBERRY
	SALVIA APIANA COMPACTA / COMPACT WHITE SAGE
	SALVIA MELLIFERA 'GREEN CARPET' / GREEN CARPET BLACK SAGE
GRASSES	BOTANICAL / COMMON NAME
	DESCHAMPSIA CESPITOSA / TUFTED HAIR GRASS
	MELICA IMPERFECTA / IMPERFECT MELIC
	MUHLENBERGIA RIGENS / DEER GRASS
INERT MATERIAL	BOTANICAL / COMMON NAME
	BOULDER / 4' DIA
	BOULDER / 3' DIA
LID PLANTS	BOTANICAL / COMMON NAME
	CAREX PANSA / MEADOW SEDGE
	CAREX TUMULICOLA / FOOTHILL SEDGE
	JUNCUS PATENS / CALIFORNIA GRAY RUSH
INERT MATERIAL	BOTANICAL / COMMON NAME
	ROCK MULCH / 3/8" DIA
	ROCK MULCH / 1"-3" DIA

SITE NOTES

- STANDARD GRAY CONCRETE, INCLUDES SIDEWALKS, DRIVEWAYS, AND OTHER CONCRETE SURFACING (TYP) SEE IMPROVEMENT PLANS
- DECORATIVE PAVING (TYP)
- BIKE LANE (TYP) SEE IMPROVEMENT PLANS



Rev.	Description	Date

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Checked By:	RK
Consultant's Job No.	197063006



CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS

LANDSCAPE PLAN
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

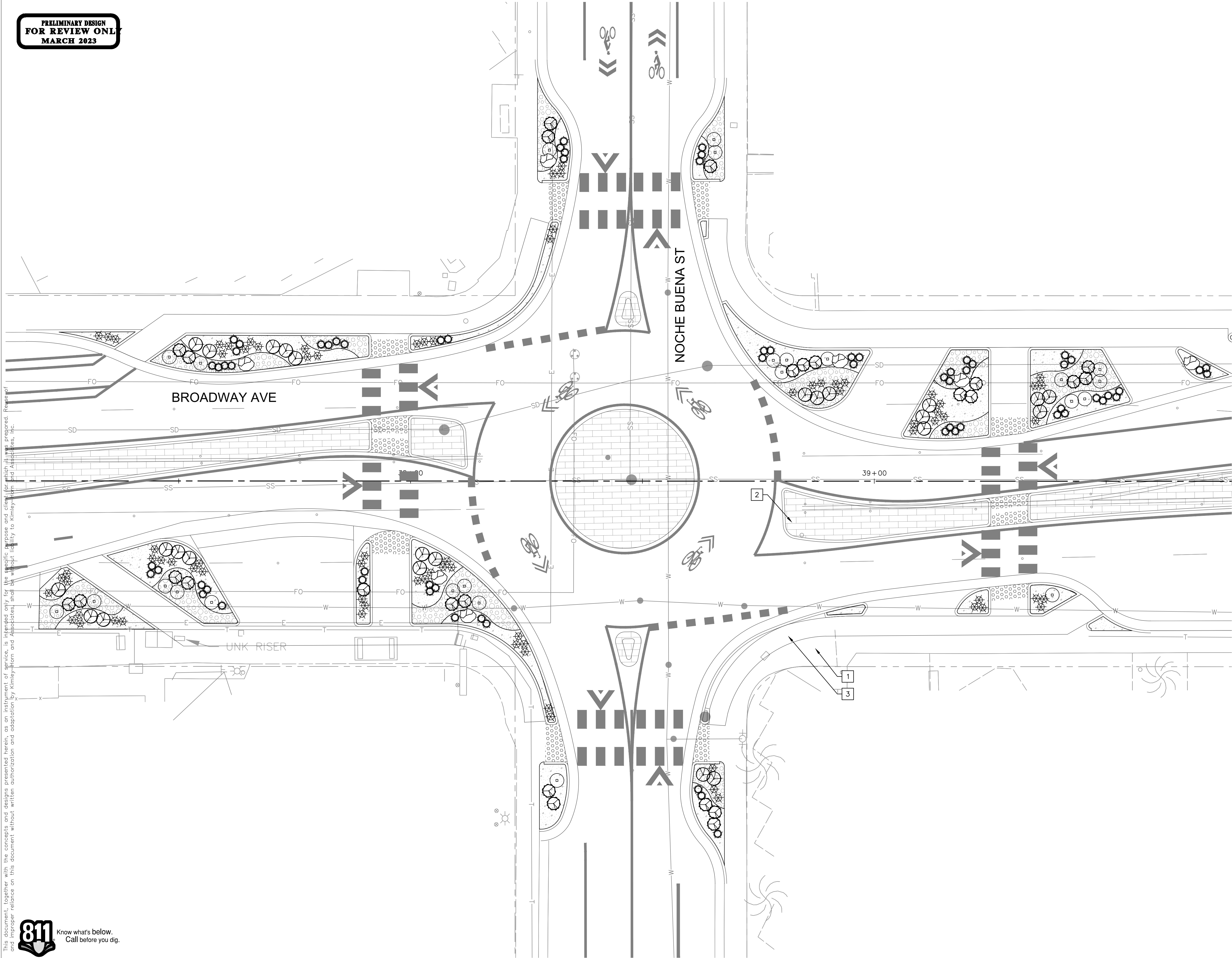
City of Seaside Monterey County California	Drawing Number LS-02
City of Seaside 440 Harcourt Ave Seaside, CA 93955	Sheet Number 65 of 75

FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES

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PRELIMINARY DESIGN
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MARCH 2023

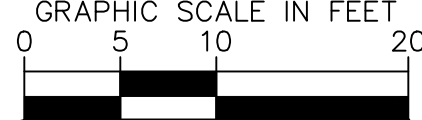
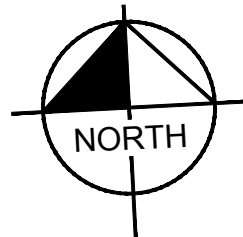


PLANT LEGEND (SEE SHEET LS-00 FOR FULL SCHEDULE)

SHRUBS	BOTANICAL / COMMON NAME
	ARCTOSTAPHYLOS X 'EMERALD CARPET' / EMERALD CARPET MANZANITA
	BERBERIS AQUIFOLIUM 'COMPACTA' / COMPACT OREGON GRAPE
	CEANOTHUS GRISEUS HORIZONTALIS / CARMEL CREEPER
	EPILOBIUM CANUM / CALIFORNIA FUCHSIA
	ERIGERON GLAUCUS / SEASIDE DAISY
	ERIOGONUM PARVIFOLIUM / CLIFF BUCKWHEAT
	RHAMNUS CALIFORNICA 'LITTLE SUR' / LITTLE SUR COFFEEBERRY
	SALVIA APIANA COMPACTA / COMPACT WHITE SAGE
	SALVIA MELLIFERA 'GREEN CARPET' / GREEN CARPET BLACK SAGE
GRASSES	BOTANICAL / COMMON NAME
	DESCHAMPSIA CESPITOSA / TUFTED HAIR GRASS
	MELICA IMPERFECTA / IMPERFECT MELIC
	MUHLENBERGIA RIGENS / DEER GRASS
INERT MATERIAL	BOTANICAL / COMMON NAME
	BOULDER / 4' DIA
	BOULDER / 3' DIA
LID PLANTS	BOTANICAL / COMMON NAME
	CAREX PANSA / MEADOW SEDGE
	CAREX TUMULICOLA / FOOTHILL SEDGE
	JUNCUS PATENS / CALIFORNIA GRAY RUSH
INERT MATERIAL	BOTANICAL / COMMON NAME
	ROCK MULCH / 3/8" DIA
	ROCK MULCH / 1"-3" DIA

SITE NOTES

- STANDARD GRAY CONCRETE, INCLUDES SIDEWALKS, DRIVEWAYS, AND OTHER CONCRETE SURFACING (TYP) SEE IMPROVEMENT PLANS
- DECORATIVE PAVING (TYP)
- BIKE LANE (TYP) SEE IMPROVEMENT PLANS



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Designed By:	CC
Drawn By:	CC
Checked By:	RK
Consultant's Job No.	197063006



CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS

LANDSCAPE PLAN
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number
LS-03

Sheet Number

Sheet **66** of **75**

FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES



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CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS

LANDSCAPE PLAN

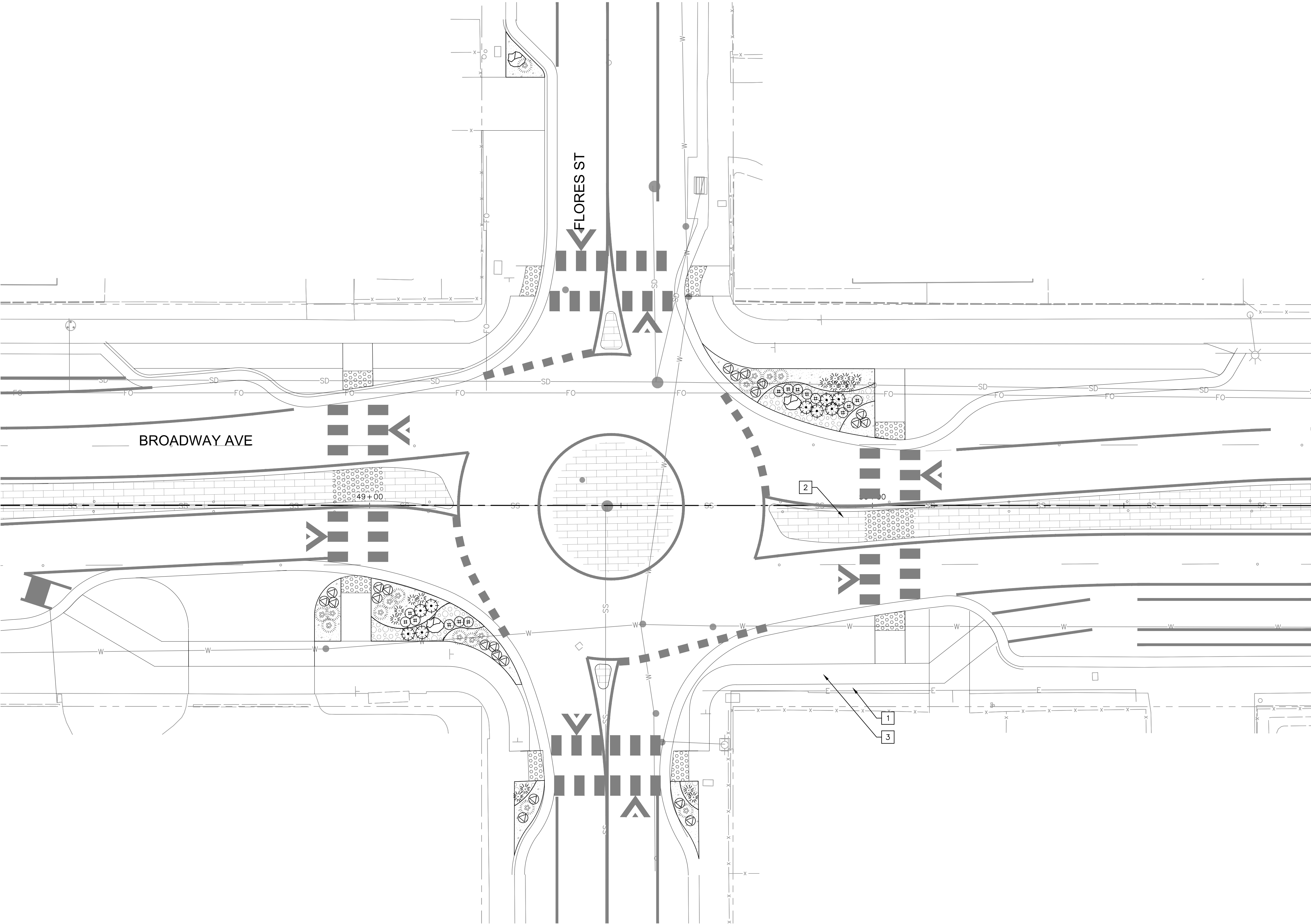
BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number	LS-04
Sheet Number	67 of 75

FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES

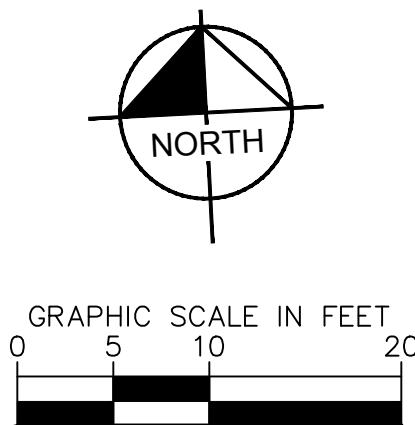


PLANT LEGEND (SEE SHEET LS-00 FOR FULL SCHEDULE)

SHRUBS	BOTANICAL / COMMON NAME
	ARCTOSTAPHYLOS X 'EMERALD CARPET' / EMERALD CARPET MANZANITA
	BERBERIS AQUIFOLIUM 'COMPACTA' / COMPACT OREGON GRAPE
	CEANOTHUS GRISEUS HORIZONTALIS / CARMEL CREEPER
	EPILOBIUM CANUM / CALIFORNIA FUCHSIA
	ERIGERON GLAUCUS / SEASIDE DAISY
	ERIOGONUM PARVIFOLIUM / CLIFF BUCKWHEAT
	RHAMNUS CALIFORNICA 'LITTLE SUR' / LITTLE SUR COFFEEBERRY
	SALVIA APIANA COMPACTA / COMPACT WHITE SAGE
	SALVIA MELLIFERA 'GREEN CARPET' / GREEN CARPET BLACK SAGE
GRASSES	BOTANICAL / COMMON NAME
	DESCHAMPSIA CESPITOSA / TUFTED HAIR GRASS
	MELICA IMPERFECTA / IMPERFECT MELIC
	MUHLENBERGIA RIGENS / DEER GRASS
INERT MATERIAL	BOTANICAL / COMMON NAME
	BOULDER / 4' DIA
	BOULDER / 3' DIA
LID PLANTS	BOTANICAL / COMMON NAME
	CAREX PANSA / MEADOW SEDGE
	CAREX TUMULICOLA / FOOTHILL SEDGE
	JUNCUS PATENS / CALIFORNIA GRAY RUSH
INERT MATERIAL	BOTANICAL / COMMON NAME
	ROCK MULCH / 3/8" DIA
	ROCK MULCH / 1"-3" DIA

SITE NOTES

- STANDARD GRAY CONCRETE, INCLUDES SIDEWALKS, DRIVEWAYS, AND OTHER CONCRETE SURFACING (TYP) SEE IMPROVEMENT PLANS
- DECORATIVE PAVING (TYP)
- BIKE LANE (TYP) SEE IMPROVEMENT PLANS

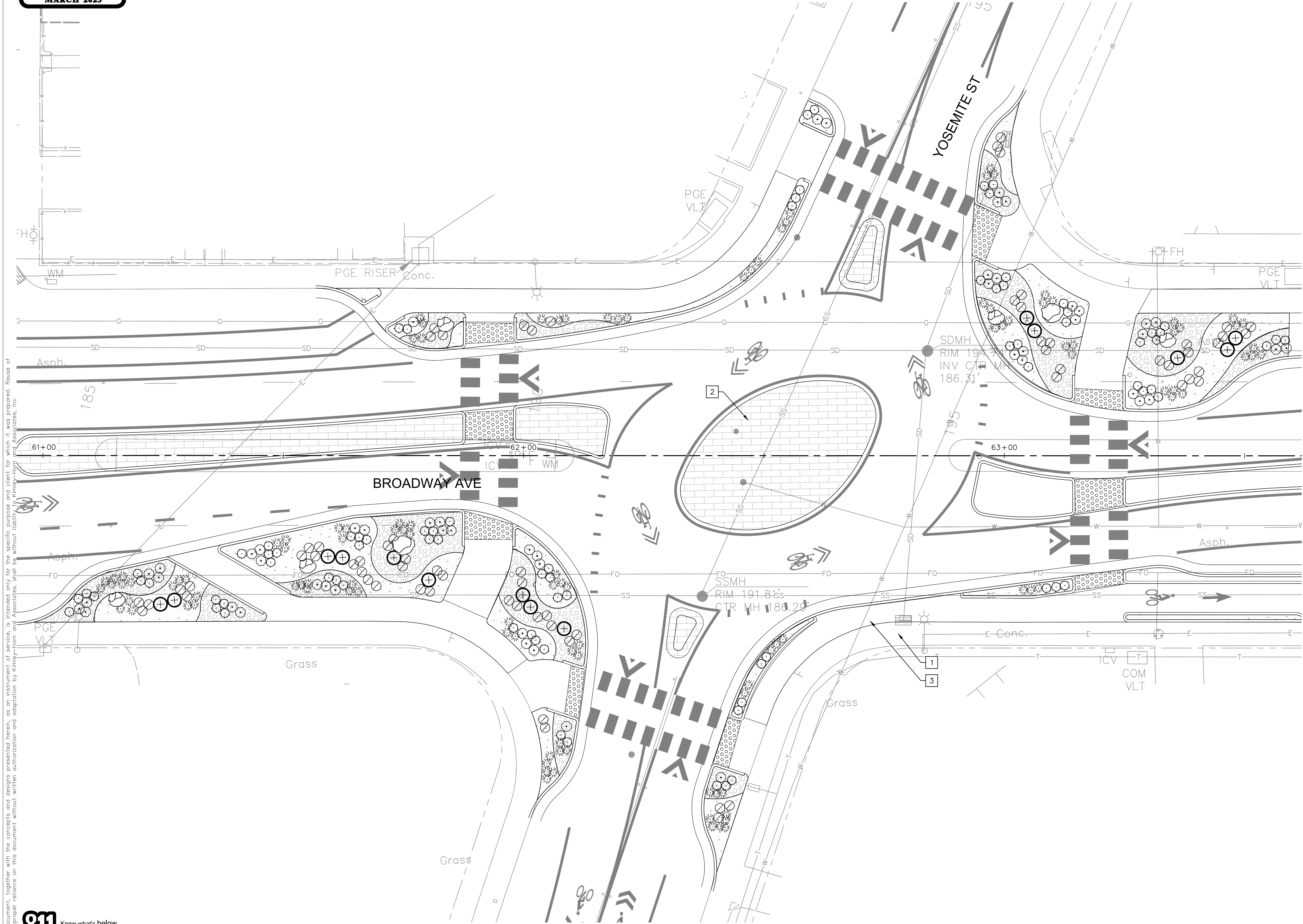


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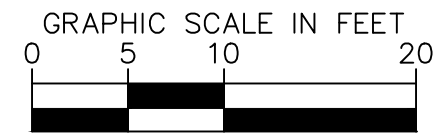
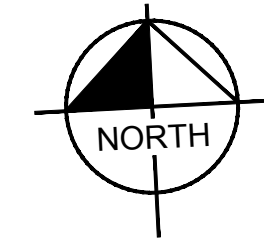


PLANT LEGEND (SEE SHEET LS-00 FOR FULL SCHEDULE)

SHRUBS	BOTANICAL / COMMON NAME
	ARCTOSTAPHYLOS X 'EMERALD CARPET' / EMERALD CARPET MANZANITA
	BERBERIS AQUIFOLIUM 'COMPACTA' / COMPACT OREGON GRAPE
	CEANOTHUS GRISEUS HORIZONTALIS / CARMEL CREEPER
	EPILOBIUM CANUM / CALIFORNIA FUCHSIA
	ERIGERON GLAUCUS / SEASIDE DAISY
	ERIOGONUM PARVIFOLIUM / CLIFF BUCKWHEAT
	RHAMNUS CALIFORNICA 'LITTLE SUR' / LITTLE SUR COFFEEBERRY
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	MELICA IMPERFECTA / IMPERFECT MELIC
	MUHLENBERGIA RIGENS / DEER GRASS
INERT MATERIAL	BOTANICAL / COMMON NAME
	BOULDER / 4' DIA
	BOULDER / 3' DIA
LID PLANTS	BOTANICAL / COMMON NAME
	CAREX PANSA / MEADOW SEDGE
	CAREX TUMULICOLA / FOOTHILL SEDGE
	JUNCUS PATENS / CALIFORNIA GRAY RUSH
INERT MATERIAL	BOTANICAL / COMMON NAME
	ROCK MULCH / 3/8" DIA
	ROCK MULCH / 1"-3" DIA

SITE NOTES

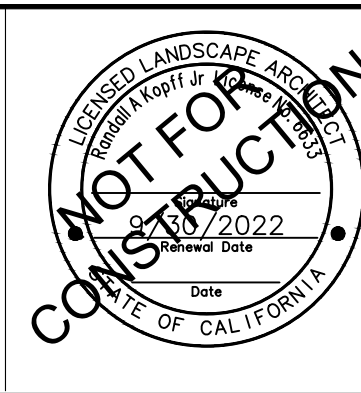
- 1 STANDARD GRAY CONCRETE, INCLUDES SIDEWALKS, DRIVEWAYS, AND OTHER CONCRETE SURFACING (TYP) SEE IMPROVEMENT PLANS
- 2 DECORATIVE PAVING (TYP)
- 3 BIKE LANE (TYP) SEE IMPROVEMENT PLANS



Rev.	Description	Date

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Drawn By:	CC
Checked By:	RK
Consultant's Job No.	197063006



CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS

LANDSCAPE PLANS

BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside Monterey County California	Drawing Number LS-05
City of Seaside 440 Harcourt Ave Seaside, CA 93955	Sheet Number 68 of 75

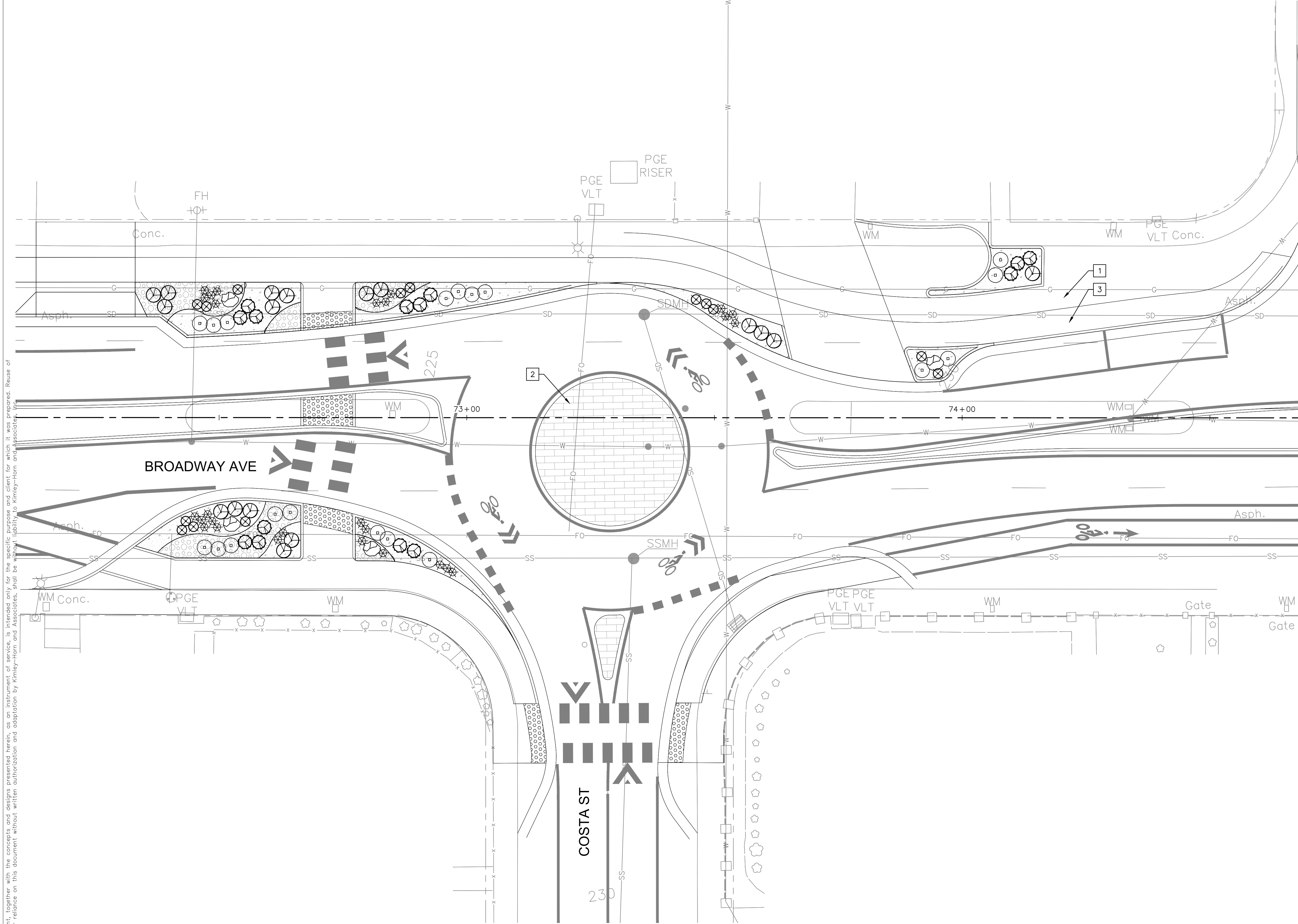
FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES



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MARCH 2023

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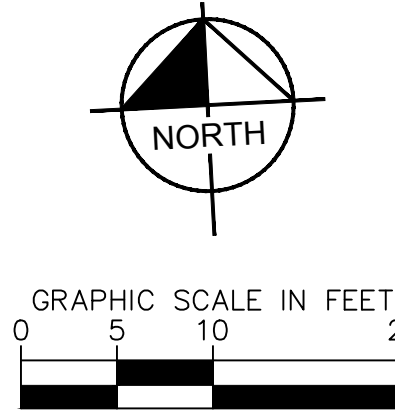


PLANT LEGEND (SEE SHEET LS-00 FOR FULL SCHEDULE)

SHRUBS	BOTANICAL / COMMON NAME
	ARCTOSTAPHYLOS X 'EMERALD CARPET' / EMERALD CARPET MANZANITA
	BERBERIS AQUIFOLIUM 'COMPACTA' / COMPACT OREGON GRAPE
	CEANOTHUS GRISEUS HORIZONTALIS / CARMEL CREEPER
	EPILOBIUM CANUM / CALIFORNIA FUCHSIA
	ERIGERON GLAUCUS / SEASIDE DAISY
	ERIOGONUM PARVIFOLIUM / CLIFF BUCKWHEAT
	RHAMNUS CALIFORNICA 'LITTLE SUR' / LITTLE SUR COFFEEBERRY
	SALVIA APIANA COMPACTA / COMPACT WHITE SAGE
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	DESCHAMPSIA CESPITOSA / TUFTED HAIR GRASS
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	MUHLENBERGIA RIGENS / DEER GRASS
INERT MATERIAL	BOTANICAL / COMMON NAME
	BOULDER / 4' DIA
	BOULDER / 3' DIA
LID PLANTS	BOTANICAL / COMMON NAME
	CAREX PANSA / MEADOW SEDGE
	CAREX TUMULICOLA / FOOTHILL SEDGE
	JUNCUS PATENS / CALIFORNIA GRAY RUSH
INERT MATERIAL	BOTANICAL / COMMON NAME
	ROCK MULCH / 3/8" DIA
	ROCK MULCH / 1"-3" DIA

SITE NOTES

- STANDARD GRAY CONCRETE, INCLUDES SIDEWALKS, DRIVEWAYS, AND OTHER CONCRETE SURFACING (TYP) SEE IMPROVEMENT PLANS
- DECORATIVE PAVING (TYP)
- BIKE LANE (TYP) SEE IMPROVEMENT PLANS



Rev.	Description	Date

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PHONE: 916-858-5800
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Checked By:	RK
Consultant's Job No.	197063006



CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS

LANDSCAPE PLANS

BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

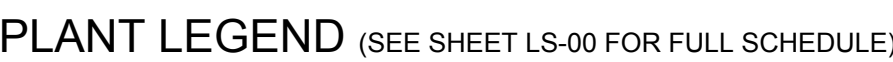
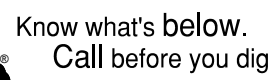
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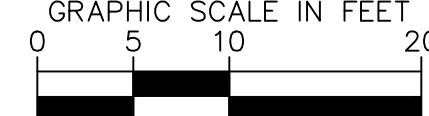
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06 – Seaside Broadway Corridor\08_CADD\PlanSheets\LANDSCAPE PLANS_2.dwg 5/1/2023 10:20 AM



SITE NOTES

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SEE IMPROVEMENT PLANS
- 2 DECORATIVE PAVING (TYP)
- 3 BIKE LANE (TYP)
SEE IMPROVEMENT PLANS



			 555 CAPITOL MALL, STE 300 SACRAMENTO, CA 95814 PHONE: 916-858-5800 WWW.KIMLEY-HORN.COM		Scale	AS SHOWN		CITY OF SEASIDE DEPARTMENT OF PUBLIC WORKS	City of Seaside Monterey County California	Drawing Number LS-07			
					Designed By:	CC			Drawn By:	CC	Checked By:	RK	Consultant's Job No.
Rev.	Description	Date											

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ORIGINAL SCALE IS IN INCHES



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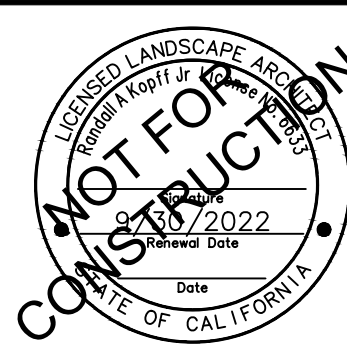
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Kimley»Horn

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WWW.KIMLEY-HORN.COM



Scale	AS SHOWN
Designed By:	CC
Drawn By:	CC
Checked By:	RK
Consultant's Job No.	197063006



CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS

LANDSCAPE DETAILS

BROADWAY AVE COMPLETE STREET CORRIDOR
IMPROVEMENTS PROJECT

City of Seaside
Monterey County
California

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Drawing Number
LS-08

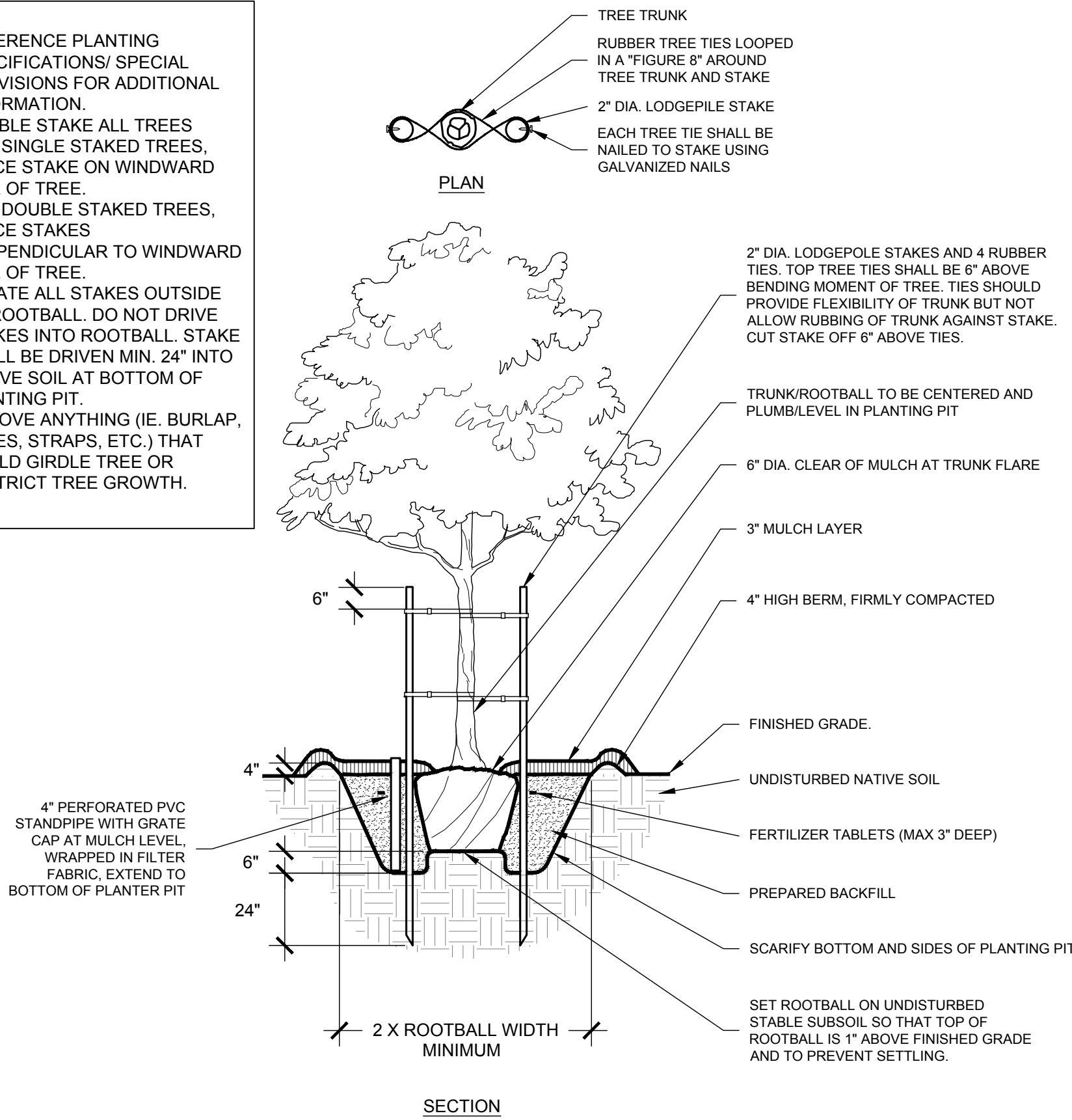
Sheet Number
71 of 75

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ORIGINAL SCALE IS IN INCHES



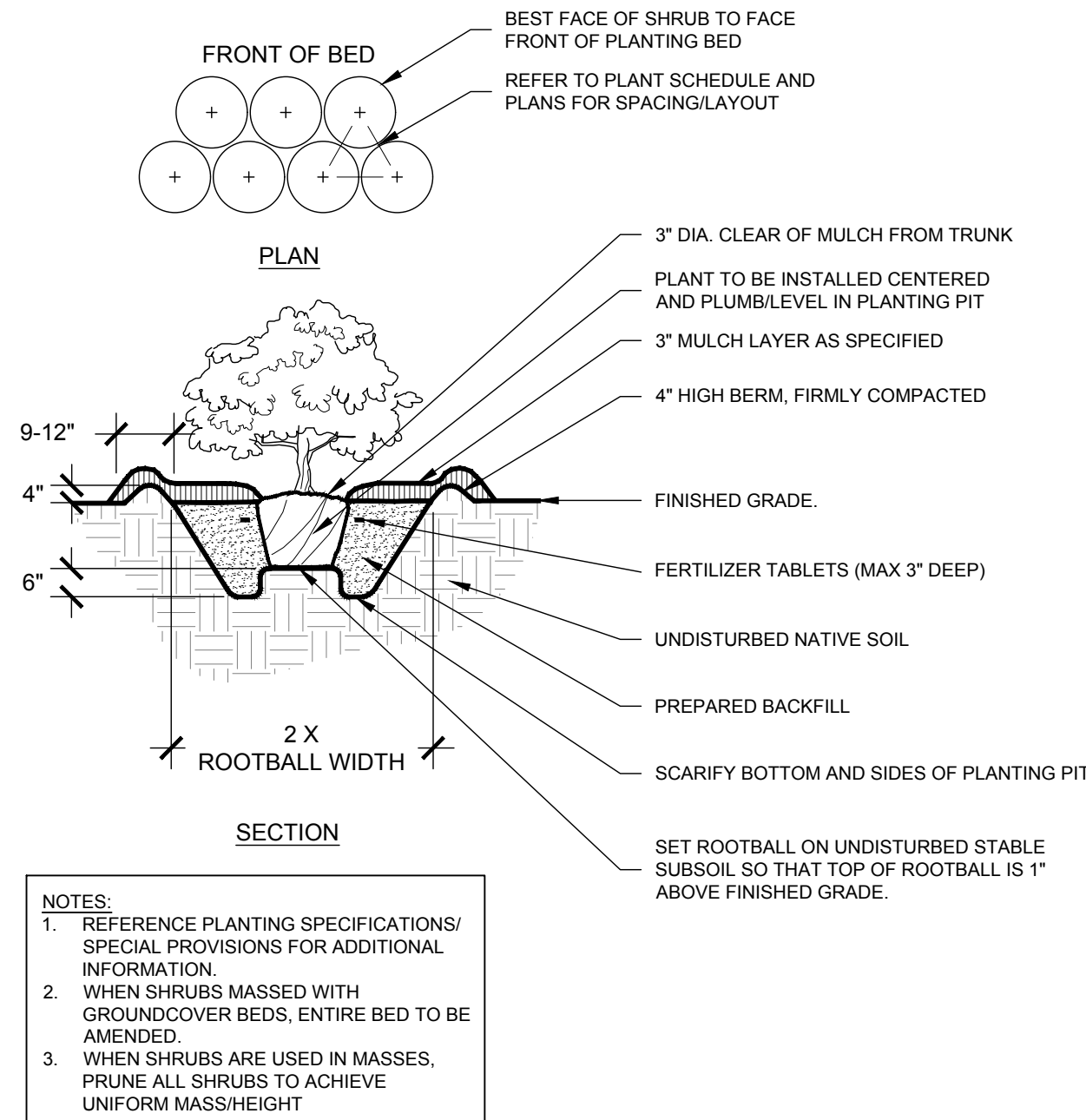
PRELIMINARY DESIGN
FOR REVIEW ONLY
MARCH 2023

- NOTES:
1. REFERENCE PLANTING SPECIFICATIONS/ SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION.
 2. DOUBLE STAKE ALL TREES
 3. FOR SINGLE STAKED TREES, PLACE STAKE ON WINDWARD SIDE OF TREE.
 4. FOR DOUBLE STAKED TREES, PLACE STAKES PERPENDICULAR TO WINDWARD SIDE OF TREE.
 5. LOCATE ALL STAKES OUTSIDE OF ROOTBALL. DO NOT DRIVE STAKES INTO ROOTBALL. STAKE SHALL BE DRIVEN MIN. 24" INTO NATIVE SOIL AT BOTTOM OF PLANTING PIT.
 6. REMOVE ANYTHING (IE. BURLAP, WIRES, STRAPS, ETC.) THAT COULD GIRDLE TREE OR RESTRICT TREE GROWTH.



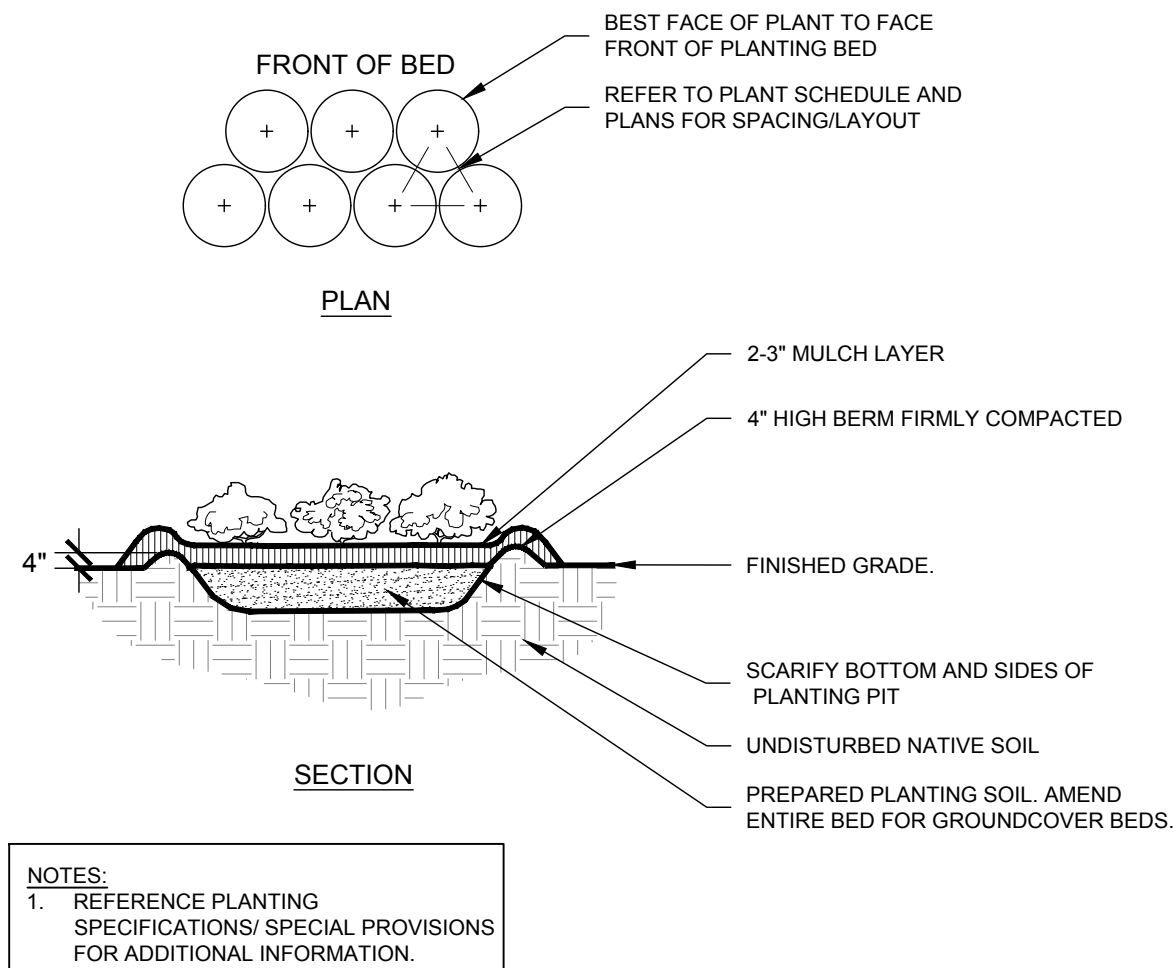
A TYPICAL TREE PLANTING

NTS



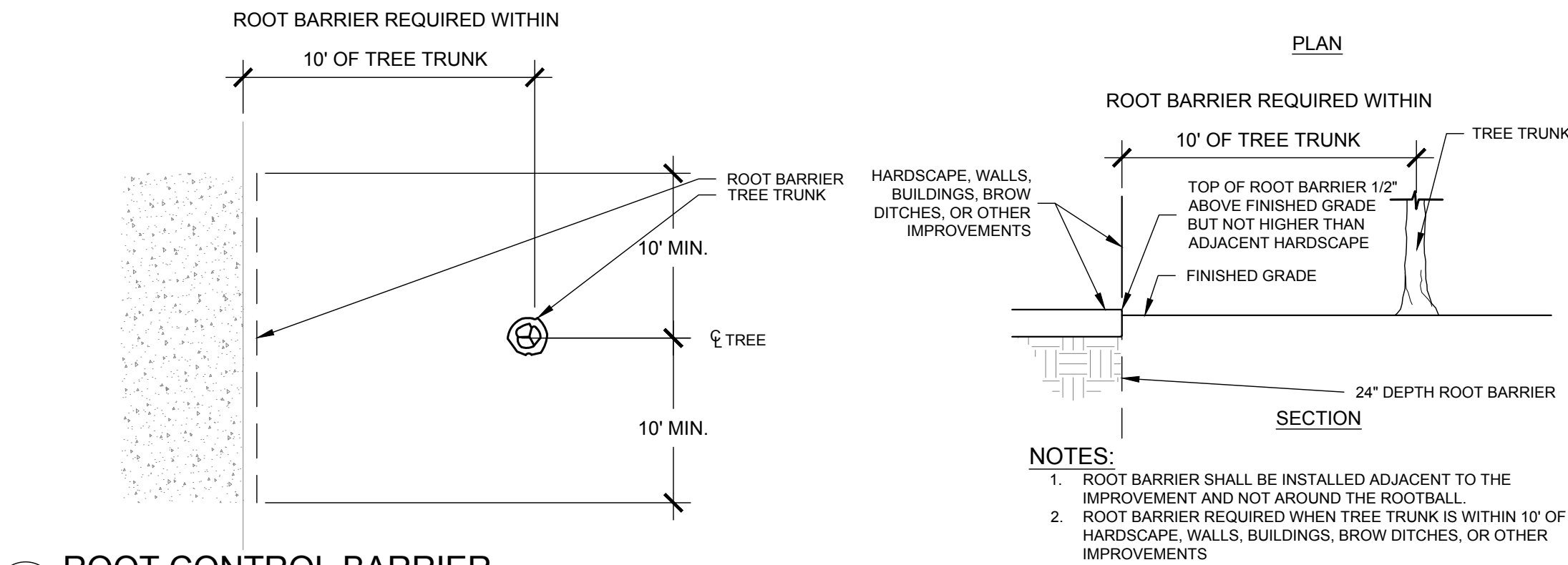
B TYPICAL SHRUB PLANTING

NTS



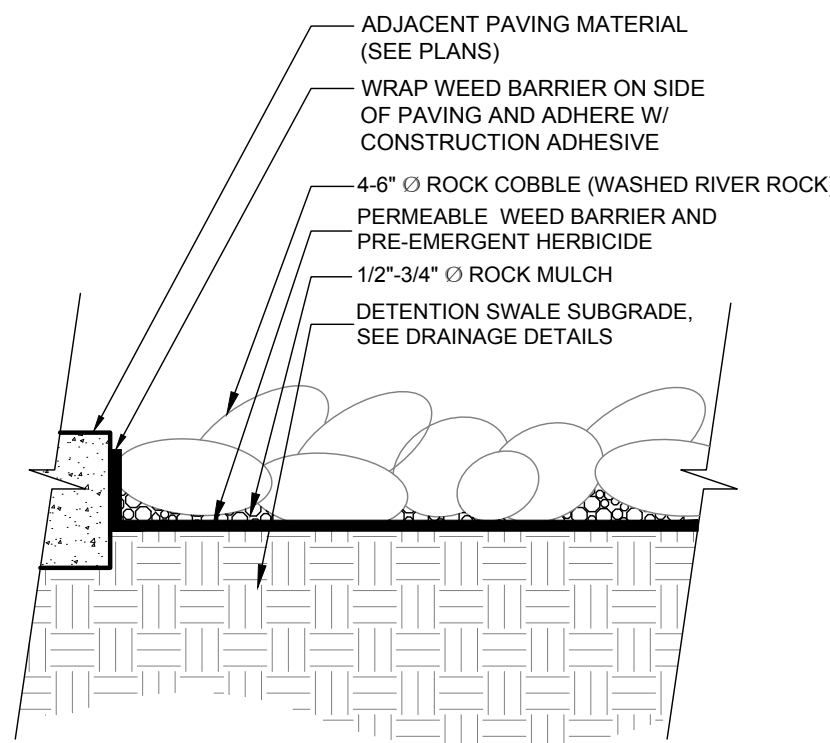
C TYPICAL GROUNDCOVER PLANTING

NTS



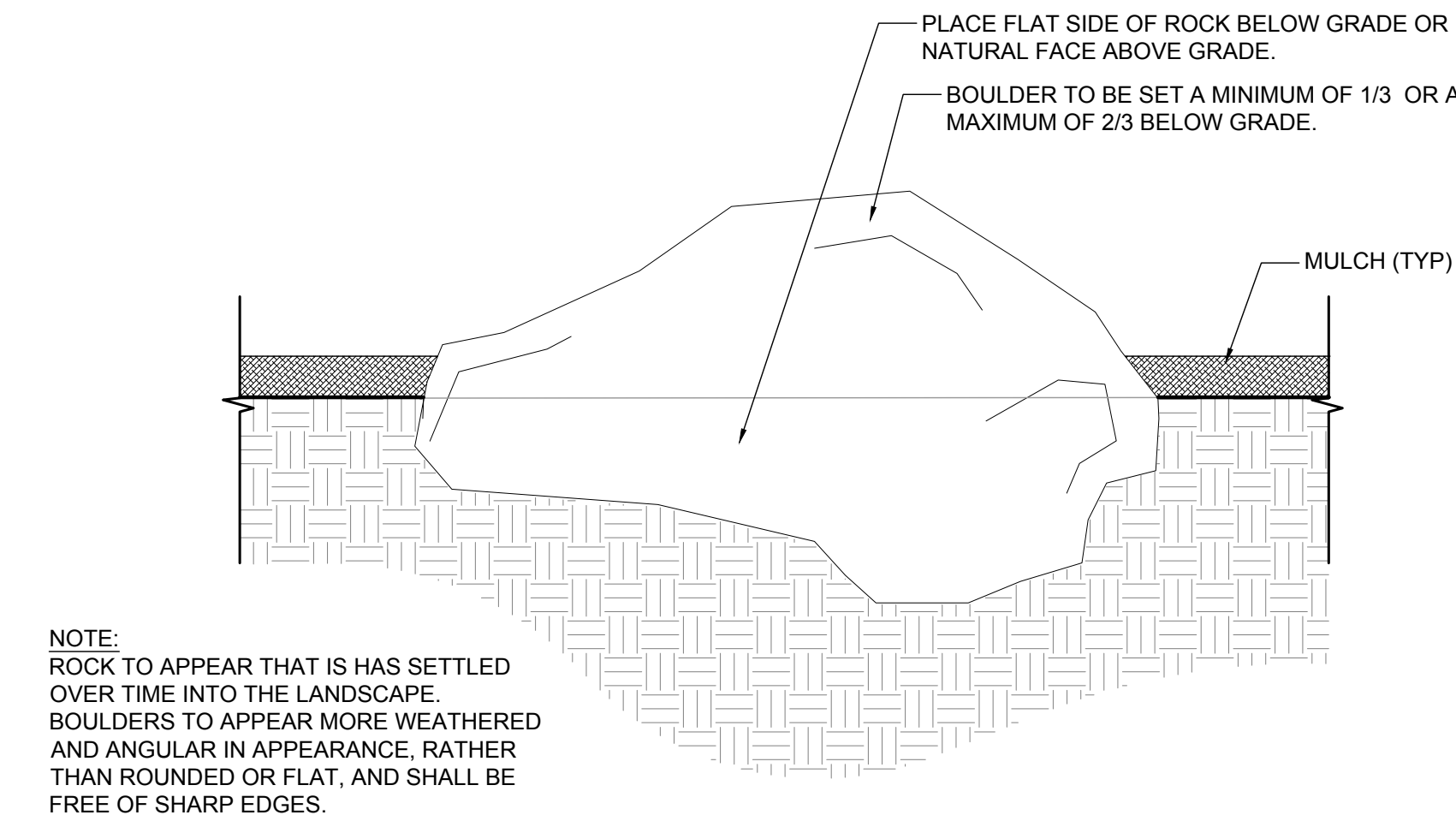
D ROOT CONTROL BARRIER

NTS



E ROCK COBBLE

NTS



F BOULDER DETAIL

NTS

UNDER DEVELOPMENT



CITY OF SEASIDE STAFF REPORT

Item No.: 9.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Sheri Damon, City Attorney

DATE: September 21, 2023

SUBJECT: ADOPT FINDINGS FOR THE NEW FORT ORD COURTHOUSE PROJECT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA GUIDELINES SECTIONS 15096 AND 15162), SURPLUS LANDS ACT, AND GENERAL PLAN AND SPECIFIC PLAN AND APPROVE PROPERTY ACQUISITION AGREEMENT WITH THE STATE OF CALIFORNIA AND AUTHORIZE CITY MANAGER TO EXECUTE THE DOCUMENT AND TAKE ALL SUCH FURTHER ACTIONS TO IMPLEMENT THE AGREEMENT

RECOMMENDATION

Review and Consider the Final EIR prepared by the Judicial Council. Adopt Resolution approving the Property Acquisition Agreement, making CEQA Findings, Surplus Lands Act and land use consistency findings and authorizing the City Manager to execute the Agreement and execute such other agreements and take all other actions necessary to implement the transfer to the State of California for use as the New Fort Ord Courthouse (previously referenced as the Monterey Family Justice Center Project).

BACKGROUND

The City Council received a statement of interest in potentially siting a Monterey Family Justice Center in Seaside on a part of the former Fort Ord in September 2018. In June 2019, the City Council supported collaboration with the Judicial Council of California ("Judicial Council") for the siting of a new courthouse on the former Fort Ord within the City of Seaside. The Resolution and reports noted the lengthy process involved in actually siting a Courthouse and that the Judicial Council of California ("Judicial Council") would be the lead agency. The Judicial Council has approval authority over the development of new courthouses in California pursuant to the Trial Court Facilities Act.

There were multiple events that occurred after 2018 that affected both the siting and the timing of a potential courthouse project. In response to Senate Bill 847 (2018), the Judicial Council was required to review all proposed and pending Courthouse projects in the state. On or about November 14, 2019, the Judicial Council approved the Reassessment of Trial Court Capital-Outlay Project Report and adopted the Five-Year Infrastructure Plan for Fiscal Year 2020-2021 on July 24, 2020. This process placed the Monterey Courthouse located on Aguajito Road in the highest priority for replacement because of substantial seismic issues, among other deficiencies. Also in 2020, COVID-19 substantially affected both the state's budget and operations. It was relayed to the City that the State was not moving forward on the new Monterey Family Justice Center (New Fort Ord Courthouse).

In late June 2021, the proposed New Fort Ord Courthouse was funded for the Acquisition and Performance Criteria Phases in the State Budget Act of 2021-2022. The City did not hear from the State until June 2021, when the City was notified there was a possibility that the State would be funding the first phase for the siting of a New Fort Ord Courthouse (acquisition and performance criteria) and that the projected timeline would require the selected site be ready for construction and completion within the next five years. Given the already existing planning, water allocation and proximity to main transportation corridors and public transit hubs, in July 2021, the City council authorized including a portion of the site within the Main Gate Specific Plan as a potential site along with the Broadway/General Jim site for the Court consideration. It was left to the state to proceed with the ultimate site selection process. The Judicial Council also refined a project description for the "New Fort Ord Courthouse Project" as the acquisition of an approximately 5-acre parcel of land located on a former Fort Ord Military Base property and construction of a new courthouse for the Monterey County Superior Court, which includes a three-story and approximately 83,000 square feet building, generally consisting of seven multi-purpose courtrooms, chambers, a central holding, jury assembly and self-help and support areas along with approximately 280 surface parking spaces partially covered with solar power generation capability. The new courthouse would consolidate most family law, probate, and civil operations into one central location to enhance the public's access to justice, optimize the use of court facilities and relieve the current space shortfall, while replacing inadequate and obsolete buildings in Monterey County.

Site Selection Process:

In November 2021, the Judicial Council convened a project advisory group (PAG), which included members of the bench, court administration, Judicial Council staff, county administration, and Monterey County Bar Association under rule 10.184(d) the California Rules of Court to guide the project development. In compliance with the site selection policy, the PAG developed objective site selection criteria. The primary criteria identified for the site selection are access to justice, ability to meet site programming needs, proximity to justice partners, and economic benefit to the state and community.

The PAG concluded its recommendation for the considered sites by March 2022. The site selected was approved for analysis in the CEQA process by the Administrative Director of the Judicial Council on April 5, 2022. The site is approximately 5 acres in size and located at the southwest corner of Divarty Street and Second Avenue, a portion of Assessor's Parcel Number 0331-151-013 ("Project Site"). On June 23, 2022 the State Public Works Board initiated the site acquisition process. The attached draft Property Acquisition Agreement would transfer the Project Site to the Judicial Council for the purpose of constructing the New Fort Ord Courthouse.

Environmental Review

The State of California, through the Judicial Council filed a Notice of Preparation of an environmental impact report for the New Fort Ord Courthouse on July 18, 2022. A community scoping meeting was held on September 7, 2022 and the Draft Environmental Impact report was released on April 6, 2023 with a public meeting held on May 2, 2023. The Final Environmental Impact Report was certified on August 21, 2023 and the Judicial Council filed a Notice of Determination with the California State Clearinghouse No. 2022070304. Attached to this report are the Findings and Mitigation Measures and Statement of Overriding Considerations that were adopted by the Judicial Council for the New Fort Ord Courthouse. The Draft and Final EIR are directly available at <https://www.courts.ca.gov/documents/Fort-Ord-Courthouse-Draft-Compiled-DEIR.pdf> (Draft EIR) and <https://www.courts.ca.gov/documents/Fort-Ord-Courthouse-FEIR-COMBINED.pdf> (Final EIR). The entire "New Fort Ord Courthouse" project detail and CEQA Environmental Impact Report and documents can be accessed at the following link: <https://www.courts.ca.gov/facilities-monterey.htm>.. The attached resolution proposed for adoption finds that there has been no change to the New Fort Ord Courthouse Project or substantial changes in circumstances or new information that would warrant subsequent or supplemental environmental analysis in accordance with CEQA.

Land Use Consistency

The Judicial Council is exempt from complying with local land use rules and regulations. Nevertheless, the New Fort Ord Courthouse EIR evaluated consistency with the City's existing General Plan and Main Gate Specific Plan and concluded that the proposed courthouse is consistent. City staff agree with this conclusion. The Project's property has a General Plan designation as Regional Commercial. The New Fort Ord Courthouse Project is consistent with that designation, and consistent with the General Plan as a whole. The Project is also consistent with the Main Gate Specific Plan (Draft EIR, pp. 3.4-3 and 4.1-15). The City's Zoning Administrator, as described in the attached Memorandum, has evaluated the Courthouse use and concluded that the New Fort Ord Courthouse Project and the transfer of the Project Site Land to the State of California for use as a new courthouse is a use of the same general character as the uses outlined in the matrix of uses within the Main Gate Specific Plan.

Additionally, it is anticipated that the New Fort Ord Courthouse will be a low impact water user. An early estimate, based upon the conceptual design, of internal water use is approximately 1.06 acre feet of water per year and an outside landscaping water demand of approximately 1.25 acre feet of water per year. These amounts will be coordinated with Marina Coast Water District as the project proceeds into design and to completion. The City currently has over 100 acre feet of water allocated to the overall Main Gate site.

Community and Economic Benefits

As proposed, the property acquisition is a no-cost acquisition, however, it is estimated the City will be paid approximately \$300,000 for the preservation and maintenance of trees at the west end of the project. Additionally, the City will retain a 5% management fee for the installation of infrastructure to serve the Courthouse project (Estimated at over \$200,000). The Project also intends to rough grade a sixteen-foot path adjacent to the south-side of the courthouse site incidental to the installation of a retaining wall. As an ancillary economic benefit, it is anticipated that a courthouse project would encourage economic activity around or within the development. Studies have documented that courthouses are economic development catalysts, with one study documenting cities that have courthouses have twenty-five percent more professional, technical and scientific businesses, and twenty-six percent more education, healthcare and social assistance related businesses within proximity to a county courthouse than cities that do not have a county courthouse. Other courthouse buildings, such as in Los Angeles, Long Beach, and Inglewood are examples where courthouses are surrounded with different auxiliary businesses that feed economically from the courthouse. These businesses that support the courthouse are attorneys, paralegal, notary offices, therapeutic counselors, mediators and other professional supportive services. Additionally, eateries that surround courthouse buildings provide services to staff and individuals that require courthouse services. Finally, the courthouse building is located adjacent to California State University Monterey Bay and near the Monterey College of Law, providing educational opportunities and collaborations. Having a courthouse in the Main Gate area also increases both the diversity and viability of uses in and around the area. It is estimated that a minimum of 400 people a day will access the courthouse facilities, including approximately 90 full-time staff.

As a part of this transaction, the City will obtain a Right of First Refusal in the instance the courthouse construction does not commence prior to 2035 and for 99 years thereafter should the courthouse be offered for sale in the future, thus giving the City and the community the right to retain the property for public use.

Potential Construction Timeline and Funding

In late June 2023, the proposed New Fort Ord Courthouse was funded for the construction phase in

the State Budget Act of 2023-2024 in the amount of one hundred fifty-six million dollars (\$156,000,000.00).

City site Preparation:

Develop site acquisition infrastructure plans and implement and complete work- March 2025.

Courthouse construction schedule as currently planned:

- a. Judicial Council to Start site work, on-site building UG utilities, and foundations (Phase 1): 5/2025.
- b. Judicial Council Start Building construction (Phase 2): 6/2026.
- c. Judicial Council Complete construction: 7/2028.

FISCAL IMPACT

Minimal compensation for City management and preservation of trees, City staff management of infrastructure extension and initial rough grading. Incidental spurring of retail activities and property tax related increases as the site develops supportive uses in and around the courthouse.

ATTACHMENTS

1. Draft Resolution Property Acquisition
2. Exhibit to Resolution - DRAFT Property Acquisition Agreement - New Fort Ord CH
3. Judicial Council CEQA Findings and Statement of Overriding Considerations Draft and Final EIR Available at: <https://www.courts.ca.gov/documents/Fort->
4. Memorandum re Fort Ord Courthouse Project - Specific Plan Consistency from Andrew Myrick, acting as Zoning Administrator

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

JOINT RESOLUTION NO. 23-XX

**A RESOLUTION OF THE SUCCESSOR AGENCY OF THE CITY OF SEASIDE AND
THE CITY COUNCIL OF THE CITY OF SEASIDE**

**ADOPT FINDINGS FOR THE NEW FORT ORD COURTHOUSE PROJECT UNDER
THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA GUIDELINES
SECTIONS 15096 AND 15162), SURPLUS LANDS ACT, AND GENERAL PLAN
AND SPECIFIC PLAN AND APPROVE PROPERTY AQUISITION AGREEMENT
WITH THE STATE OF CALIFORNIA AND AUTHORIZE CITY MANAGER TO
EXECUTE THE DOCUMENT AND TAKE ALL SUCH FURTHER ACTIONS TO
IMPLEMENT THE AGREEMENT**

WHEREAS, studies have documented that courthouses are economic development catalysts, with one study documenting cities that have courthouses have twenty-five percent more professional, technical and scientific businesses, and twenty-six percent more education, healthcare and social assistance related businesses within proximity to a county courthouse than cities that do not have a county courthouse; and

WHEREAS, the City adopted Resolution 19-39 which supported collaboration with the Judicial Council of California ("Judicial Council") and its California Environmental Quality Act ("CEQA") analysis of a Family Justice Center, including potential development of a new courthouse in the vicinity of General Jim Moore Boulevard and Broadway Avenue; and

WHEREAS, Resolution 19-39 further states that "upon completion of the CEQA review process and appropriation of funds or at such time as determined by the State of California to pursue a Family Justice Center in the vicinity of General Jim Moore Boulevard and Broadway Avenue, the City of Seaside would consider terms of sale which shall convey property necessary for the Family Justice Center upon price and terms beneficial and financially feasible to the State of California and the court system;" and

WHEREAS, the Long Range Management Plan for the Successor Agency of the City of Seaside Redevelopment Agency, designates this property for transfer to the City to develop; and

WHEREAS, on or about June 2021, the City was notified that the Judicial Council had received funding to pursue the Courthouse project and notified the state that the Main Gate parcel was no longer under a negotiating contract; and

WHEREAS, the Judicial Council has approval authority over the development of new courthouses in California pursuant to the Trial Court Facilities Act codified in Gov. Code §§ 70321 et seq; and

WHEREAS, the Judicial Council is the lead agency under the California Environmental Quality Act (CEQA Guidelines § 15051(a)), and prepared an Environmental Impact Report for the development of the “New Fort Ord Courthouse Project” and released it for public review on or about April 6, 2023 (State Clearinghouse No. 2022070304), and made the EIR available at <https://www.courts.ca.gov/facilities-monterey.htm>; and

WHEREAS, the Judicial Council described the “New Fort Ord Courthouse Project” as the acquisition of an approximately 5-acre parcel of land located on a former Fort Ord Military Base property and construction of a new courthouse for the Monterey County Superior Court, which includes a three-stories and approximately 83,000 square feet, generally consisting of seven multi-purpose courtrooms, chambers, a central holding, jury assembly and self-help and support areas along with approximately 280 surface parking spaces partially covered with solar power generation capability. The new courthouse would consolidate most family law, probate, and civil operations into one central location to enhance the public’s access to justice, optimize the use of court facilities and relieve the current space shortfall, while replacing inadequate and obsolete buildings in Monterey County;

WHEREAS, on August 21, 2023 the Judicial Council certified a Final Environmental Impact Report, adopted CEQA Findings and a Statement of Overriding Considerations, approved the New Fort Ord Courthouse Project, and filed a Notice of Determination (NOD);

WHEREAS, the City owns the real property identified for acquisition in the New Fort Ord Courthouse Project which is comprised of approximately 5.0 acres, located at the southwest corner of Divarty Street and Second Avenue, a portion of Assessor’s Parcel Number 031-151.013 (“Project Site”); and

WHEREAS, the certified Final Environmental Impact Report found that the Project’s property has a General Plan designation as Regional Commercial and that the New Fort Ord Courthouse Project is consistent with that designation, consistent with the General Plan as a whole, and consistent with the Main Gate Specific Plan (Draft EIR, pp. 3.4-3 and 4.1-15); and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside hereby finds:

1. That the above recitals are true and correct, and hereby incorporated herein by reference as if set forth in full;
2. That the New Fort Ord Courthouse Project and the transfer of the Project Site land to the State of California Judicial Council would not be subject to the Surplus Lands Act and is considered “exempt” pursuant to Government Code §§ 54221(f)(1)(D) and 54222.3; and

3. That the New Fort Ord Courthouse Project and the transfer of the Project Site land to the State of California is consistent with the General Plan designation of Regional Commercial which allows both service uses and public facilities; and

4. That the New Fort Ord Courthouse Project and the transfer of the Project Site Land to the State of California for use as a new courthouse is also consistent with the Main Gate Specific Plan as the City of Seaside Zoning Administrator has determined that new Fort Ord Courthouse is of the same general character of those uses listed in the matrix for the specific projects in the Main Gate Specific Plan zone in particular the Public Safety Facility use; and

5. That the City Council has considered the environmental effects of the New Fort Ord Courthouse Project and the Final EIR prepared by the Judicial Council and reached its own conclusions on whether and how to approve the transfer of land for the New Fort Ord Courthouse Project; and

6. That there has been no change to the New Fort Ord Courthouse Project or substantial changes in circumstances or new information that would warrant subsequent or supplemental environmental analysis in accordance with CEQA; and

7. The City hereby adopts the CEQA Findings approved by the Judicial Council on August 21, 2023 and hereby adopts the State of Overriding Considerations approved by the Judicial Council on August 21, 2023.

NOW, THEREFORE, BE IT RESOLVED, the City Council does hereby authorize the City Manager to execute the Property Acquisition Agreement with the State of California, in a form substantially similar to the document attached hereto, as finally approved as to form by the City Attorney and to take all future actions consistent with that agreement, including but not limited to execution of a Quitclaim Deed, execution of an Infrastructure Agreement, transfer of the property from the Successor Agency to the City in accordance with the Long Range Management Plan, and any other action reasonably necessary to implement the project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the ____ day of September, 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

Project: New Fort Ord Courthouse
Fac. No.: 27-J1
Location: Corner of Divarty Street
and Second Avenue,
City of Seaside, California
APN: Portion of 031-151-013
County: Monterey

PROPERTY ACQUISITION AGREEMENT

This Property Acquisition Agreement (“**Agreement**”) is made and entered into as of _____, 20____ (“**Effective Date**”), by and between the CITY OF SEASIDE, as successor to the Redevelopment Agency of the City of Seaside (“**Grantor**”), and the STATE OF CALIFORNIA, on behalf of the Judicial Council of California (“**Grantee**”). Grantor and Grantee may hereafter be individually referred to as a “**Party**” and collectively referred to as the “**Parties.**”

RECITALS

A. Grantor owns certain real property comprised of approximately 5.0 acres, located in the State of California, County of Monterey, City of Seaside, at the southwest corner of Divarty Street and Second Avenue, as more particularly described in **Exhibit “A,”** attached hereto and made a part hereof (“**Property**”), which is a portion of Assessor’s Parcel Number 031-151-013.

B. Grantee intends to design and construct, for the Superior Court of California, County of Monterey (“**Court**”), a three-story courthouse of approximately 83,000 square feet, commonly referred to as the New Fort Ord Courthouse (“**Courthouse Project**”), generally consisting as of the Effective Date of seven multi-purpose courtrooms, chambers, central holding, jury assembly, and self-help and support areas along with approximately 280 surface parking spaces partially covered with solar power generation capability.

C. Grantee is authorized to acquire the Property pursuant to Government Code sections 15853 and 70371.7, and the State Public Works Board (“**SPWB**”) authorized the site selection of the Property on June 23, 2022.

D. The Parties desire Grantor to convey to Grantee fee title to the Property for the site of the Courthouse Project, in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing provisions of the Recitals are true and correct and are incorporated into this Agreement by this reference.

2. Transaction Summary; Quitclaim Deed. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor agrees to convey to Grantee, and Grantee agrees to acquire from Grantor, fee title interest in the Property by recordation of the *Quitclaim Deed* for the Property ("**Quitclaim Deed**") in substantially the same form as **Exhibit "B,"** attached hereto and made a part hereof, under the terms and conditions of this Agreement.

3. Consideration; No Cost Acquisition. Grantor and Grantee acknowledge and agree that Grantor's conveyance and Grantee's acquisition of the Property is at no cost to Grantee, and that consideration for this Agreement is the Parties' full and timely compliance with the terms, conditions, and restrictions set forth herein. The Parties agree that the covenants and other consideration that each Party will convey to the other Party under this Agreement is of fair value for the Property, covenants, and other consideration that each Party will receive from the other Party therefor; neither Party will be obligated to pay or provide to the other Party any additional consideration of any kind beyond what is specifically provided for in this Agreement.

4. Title and Establishment of Escrow.

4.1. Title to the Property shall pass immediately upon the Close of Escrow (defined below) free and clear of all liens, leases, reservations, encumbrances, assessments, easements of record or otherwise, and of taxes, except for any exceptions identified in the preliminary report, dated December 2, 2021, prepared by Stewart Title ("**Title Report**") which Grantee has specifically approved in writing.

4.2. Within ten (10) business days of the Effective Date, Grantee shall open escrow with Stewart Title, at 525 N. Brand Boulevard, Glendale, CA 91203 ("**Escrow Holder**"), to consummate the conveyance and acquisition of the Property pursuant to this Agreement.

4.3. Grantor shall open the escrow by delivering a fully executed counterpart of this Agreement to the Escrow Holder. In addition, the Parties agree to execute, deliver, and be bound by any reasonable or customary supplemental escrow instructions of the Escrow Holder, or other instruments as may reasonably be required by the Escrow Holder, in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not amend or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

5. Escrow and Recording Fees.

5.1. Prior to the Close of Escrow, Grantee shall deposit with the Escrow Holder sufficient funds to pay and be responsible for all escrow fees owed to the Escrow Holder for the conveyance and acquisition of the Property; provided, however, that Grantee is exempt from the payment of documentary transfer taxes and recording fees as a governmental entity, and shall not be obligated to pay said costs prior to receiving an acceptable title insurance policy issued to Grantee and an itemized invoice of said costs.

5.2. Notwithstanding the foregoing, Grantor and Grantee shall each be responsible to pay all costs for services specifically requested for their individual benefit. In addition, Grantee shall pay any costs related to premiums and endorsements with respect to the issuance of any title insurance for the Property desired by Grantee.

6. Close of Escrow. Escrow shall be scheduled to close (“**Close of Escrow**”) on or before sixty (60) days from the SPWB’s authorization of Grantee’s acquisition of the Property at a duly noticed public meeting, subject to any reasonable extension(s) mutually agreed upon by the Parties in writing. Upon the Close of Escrow, the Escrow Holder shall record the Quitclaim Deed in the Official Records of the County of Monterey.

7. Grantor’s Conditions Precedent. Grantor’s obligation to perform under this Agreement and the Close of Escrow shall be subject to and contingent upon satisfaction of each of the following conditions precedent prior to the Close of Escrow:

7.1. Grantee’s Deposit of Required Items. The timely deposit by Grantee with the Escrow Holder of all documents and funds required to be deposited by Grantee under this Agreement.

7.2. Grantee’s Performance of Obligations. Performance by Grantee of all obligations, covenants, and agreements on Grantee’s part to be performed under this Agreement within the time provided in this Agreement for such performance.

7.3. Accuracy of Grantee’s Representations and Warranties. As of the Close of Escrow, all of Grantee’s representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade by Grantee in a separate certificate at the Close of Escrow.

8. Grantee’s Conditions Precedent. Grantee’s obligation to perform under this Agreement and the Close of Escrow shall be subject to and contingent upon satisfaction of each of the following conditions precedent prior to the Close of Escrow, which conditions are for the sole benefit of Grantee and may only be waived or deemed satisfied in writing at Grantee’s election and in Grantee’s sole discretion:

8.1. Grantor's Deposit of Required Items. The timely deposit by Grantor with the Escrow Holder of all funds and documents required to be deposited by Grantor under this Agreement.

8.2. Grantor's Performance of Obligations. Performance by Grantor of all obligations, covenants, and agreements on Grantor's part to be performed under this Agreement within the time provided in this Agreement for such performance.

8.3. No Grantor Breach. No existence of any breach or default by Grantor of the terms and conditions of this Agreement.

8.4. SPWB Authorization. The SPWB's authorization of Grantee's acquisition of the Property at a duly noticed public meeting, and the SPWB's acceptance of the conveyance by executing the Certificate of Acceptance to the Quitclaim Deed or in such form and content as then may be required by the SPWB and applicable law.

8.5. ALTA/ACSM Survey. Grantee shall have the right to obtain, at its sole cost and expense, a certified survey of the Property prepared by a licensed land surveyor in accordance with the 1999 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, as adopted by the American Land Title Association, American Congress on Surveying and Mapping, and the National Society of Professional Surveyors.

8.6. Title Insurance Policy. On the date of the Close of Escrow, Escrow Holder shall be irrevocably and unconditionally committed to issue to Grantee a CLTA Owner's Policy of Title Insurance – Extended Coverage with liability coverage in the amount of the value of the Property, and showing fee title to the Property vested in Grantee free and clear of all liens, leases, taxes, assessments, reservations, easements of record or otherwise, and encumbrances, except for any Title Report exceptions which Grantee has specifically approved in writing.

8.7. Due Diligence Contingency. Prior to the Close of Escrow, Grantee shall have the right, but not the obligation, to deliver to Grantor written notice approving of the condition of the Property ("**Due Diligence Contingency Notice**"). If Grantee does not so deliver the Due Diligence Contingency Notice on or prior to the Close of Escrow, Grantee shall be deemed to have disapproved of the condition of the Property, and Grantee shall have the right, but not the obligation, to terminate this Agreement.

8.8. Accuracy of Grantor's Representations and Warranties. As of the Close of Escrow, all of Grantor's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade by Grantor in a separate certificate at the Close of Escrow.

9. Grantor's Representations and Warranties. In addition to any express agreements of Grantor contained herein, the following constitutes representations and warranties of Grantor to Grantee, which conditions are for the sole benefit of Grantee and may only be waived or deemed satisfied in writing at Grantee's election and in Grantee's sole discretion:

9.1. Representations Regarding Grantor's Authority.

9.1.1. Grantor has full right, power, and legal authority to enter into this Agreement; to transfer and convey the Property to Grantee pursuant to this Agreement and the instruments referenced herein; and to consummate the transactions contemplated hereby.

9.1.2. The individuals executing this Agreement and the instruments referenced herein on behalf of Grantor have the legal power, right, and actual authority to bind Grantor to the terms and conditions hereof and thereof.

9.1.3. This Agreement and all other instruments, documents, and agreements required to be executed and delivered by Grantor in connection with this Agreement are and shall be duly authorized, executed, and delivered by Grantor and shall be valid, legally binding obligations of and enforceable against Grantor in accordance with their terms and do not, and as of the Close of Escrow will not, violate any provisions of any agreement, law, rule, regulation, or judicial order to which Grantor or the Property is subject.

9.2. Grantor's Warranties and Representations Pertaining to Real Estate and Legal Matters. To the best of Grantor's knowledge:

9.2.1. There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Property or pending against Grantor which could affect Grantor's title to the Property, affect the value of the Property, or subject an owner of the Property to liability.

9.2.2. Grantor has not entered into any other contracts for the sale or conveyance of the Property with any third parties, nor do there exist any rights of first refusal, reversions, or options to purchase or acquire the Property or any portion of the Property with any third parties. Grantor is not party to nor subject or bound by any agreement, contract, or lease of any kind with any third parties relating to the Property which would impose an obligation on Grantee or otherwise affect marketability of title to the Property.

9.2.3. As of the Close of Escrow, there shall be no unrecorded leases, licenses, or other agreements entered into by Grantor which would grant any third party or

entity the right to use or occupy any portion of the Property, including any improvements thereon, and no improvements on the Property that encroach upon the property of a third party.

9.2.4. There are no attachments, execution proceedings, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings pending against GRANTOR.

9.2.5. There are no and have been no actual or pending public improvements which will result in the creation of any liens upon the Property, including public assessments or mechanics liens and GRANTOR agrees to indemnify, defend, and hold harmless GRANTEE from and against any claims, liabilities, losses, costs, damages, expenses, and attorneys' fees arising from any liens, encumbrances, or assessments that have been, or may be, imposed upon the Property as a consequence of actual or impending public improvements as of the Close of Escrow, including any obligations to pay a fee or assessment for infrastructure to the extent such liability survives or continues after the Close of Escrow, and GRANTEE agrees to cooperate with GRANTOR, at GRANTOR's costs and to the extent permitted by law, with respect to GRANTOR's efforts to remove any such liens, fees, assessments, or encumbrances.

9.2.6. There are no and have been no uncured notices from any governmental agency notifying Grantor of any violations of law, ordinance, rule, or regulation occurring on the Property.

9.3. Grantor's Warranties, Representations, and Covenants Regarding Operation of the Property Through the Close of Escrow.

9.3.1. Grantor hereby agrees that Grantor will not, after the Effective Date of this Agreement, enter into new leases or any other obligations or agreements affecting the Property without the prior written consent of Grantee, which consent Grantee may withhold or grant in its sole discretion.

9.3.2. Grantor will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way, or similar matters after the Effective Date of this Agreement that will not be eliminated prior to the Close of Escrow.

9.3.3. Grantor shall promptly notify Grantee of any event or circumstance that makes any representation or warranty of Grantor under this Agreement untrue or misleading, or of any covenant of Grantor under this Agreement incapable or less likely of being performed. It is understood that Grantor's obligation to provide notice to Grantee shall in no way relieve Grantor of any liability for a breach by Grantor of any of its representations, warranties, or covenants under this Agreement.

9.4. Grantor's Representations Pertaining to Additional Documents. There are no leases, subleases, or tenancies with any third parties in effect pertaining to the Property.

9.5. Grantor's General Representation.

9.5.1. No representation, warranty, or statement of Grantor in this Agreement or in any document, certificate, or schedule furnished or to be furnished to Grantee pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

9.5.2. Grantor's representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the Close of Escrow with the same force and effect as if remade by Grantor in a separate certificate at that time. The truth and accuracy of Grantor's representations and warranties made herein shall constitute a condition for the benefit of Grantee to the Close of Escrow (as elsewhere provided herein) and shall not merge into the Close of Escrow or the recordation of the Quitclaim Deed in the Official Records, and shall survive the Close of Escrow.

10. Grantee's Representations and Warranties. In addition to any express agreements of Grantee contained herein, the following constitutes representations and warranties of Grantee to Grantor:

10.1. Representations Regarding Grantee's Authority.

10.1.1. Grantee has full power, right, and legal authority to enter into this Agreement; to acquire and accept the Property from Grantor pursuant to this Agreement and the instruments referenced herein; and to consummate the transactions contemplated hereby.

10.1.2. The individuals executing this Agreement and the instruments referenced herein on behalf of Grantee have the legal power, right, and actual authority to bind Grantee to the terms and conditions hereof and thereof.

10.1.3. This Agreement and all other instruments, documents, and agreements required to be executed and delivered by Grantee in connection with this Agreement are and shall be duly authorized, executed, and delivered by Grantee and shall be valid, legally binding obligations of and enforceable against Grantee in accordance with their terms and do not, and as of the Close of Escrow will not, violate any provisions of any agreement, law, rule, regulation, or judicial order to which Grantee is subject.

10.2. Grantee's General Representation.

10.2.1. No representation, warranty, or statement of Grantee in this Agreement or in any document, certificate, or schedule furnished or to be furnished to Grantor pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

10.2.2. Grantee's representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the Close of Escrow with the same force and effect as if remade by Grantee in a separate certificate at that time. The truth and accuracy of Grantee's representations and warranties made herein shall constitute a condition for the benefit of Grantor to the Close of Escrow (as elsewhere provided herein) and shall not merge into the Close of Escrow or the recordation of the Quitclaim Deed in the Official Records, and shall survive the Close of Escrow.

11. Grantor's Obligations. Grantor shall comply with the following requirements prior to the Close of Escrow; however, to the extent that the deadline for Grantor to complete an obligation expressly extends beyond the Close of Escrow, Grantor covenants to perform and complete the obligation within the time period set forth herein notwithstanding the Close of Escrow:

11.1. No Grants or Conveyances. Grantor shall not grant, convey, or enter into any easement, lease, license, agreement, lien, encumbrance, or any other legal or beneficial interest in or to the Property, without the prior written consent of Grantee in Grantee's sole discretion.

11.2. No Violation of Laws. After execution of this Agreement by Grantor and up to the Close of Escrow, Grantor shall not violate, nor allow the violation of, any law, ordinance, rule, or regulation affecting the Property.

11.3. Preservation of Easements and Other Rights. Prior to the Close of Escrow, Grantor shall do, or cause to be done, all things within its reasonable control to preserve intact and unimpaired any and all rights of way, easements, grants, appurtenances, privileges, and licenses in favor or consisting of any portion of the Property.

11.4. Taxes and Assessments. Grantor shall pay, if and when the same are due, all payments on any encumbrances or assessments presently affecting the Property and any and all taxes, assessments, and levies in respect of the Property through the Close of Escrow.

11.5. Zoning. Prior to the Close of Escrow, Grantor shall not take any action, or fail to take any action, that would result in any change, alteration, modification, addition

to, or termination of any of the presently existing general plan or zoning designation of the Property, without Grantee's prior written approval, and Grantor shall immediately provide Grantee with a copy of any written materials received by Grantor evidencing or relating to any proposal or attempt to effect any such change, alteration, modification, addition to, or termination other than those sought by Grantee.

11.6. No Modification to Condition of Property. Grantor shall (i) not alter the physical condition of the Property; (ii) maintain the Property in substantially the same condition as that which existed as of the date that Grantee executed this Agreement; and (iii) deliver possession of the Property to Grantee at the Close of Escrow in substantially the same condition that existed as of the date that Grantee executed this Agreement except for any remediation that Grantor agrees to do in response to any due diligence conducted by the Parties, for any performance of the Infrastructure Improvements (defined below), or as otherwise provided for in this Agreement.

11.7. Notification to Grantee. Grantor shall promptly notify Grantee of any event or circumstance that could or would render any representation or warranty of Grantor under this Agreement untrue or misleading, or of any covenant of Grantor under this Agreement incapable or less likely of being performed; provided, however, that Grantor's foregoing obligation to provide notice to Grantee shall in no way relieve Grantor of any liability for a breach by Grantor of any of its representations, warranties, or covenants under this Agreement.

11.8. No Recordation of CCRs. Grantor shall not record any covenants, conditions, or restrictions against the Property including, without limitation, any design restrictions with respect to the development of the Property.

11.9. No Assessment Districts or Special Tax Districts. Grantor shall not assist with the formation, vote for, or agree to any assessment districts or special tax districts which results in a special tax or assessment upon the Property.

11.10. Title Evidence. Notwithstanding that any title evidence which may be desired by Grantee will be procured by Grantee, Grantor will cooperate with Grantee and its authorized agents in connection therewith, and will permit examination and inspection of any deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the Property that Grantor may have available. It is understood that Grantor will not be obligated to pay for any expense incurred in connection with any title matters or survey of the Property.

11.11. Other Documents. As required and only if applicable, Grantor shall prepare or cause to be prepared the following documents:

11.11.1. One (1) Affidavit of Nonforeign Status (FIRPTA Affidavit) for the Property;

11.11.2. One (1) Real Estate Withholding Certificate (Form 593-C) for the Property;

11.11.3. One (1) Preliminary Change of Ownership Report (PCOR) for the Property; and

11.11.4. Such other documents as are deemed reasonably necessary by the Parties or Escrow Holder in order to consummate the transaction contemplated by this Agreement.

11.12. Additional Terms. Grantor shall perform and comply with the requirements of all Additional Terms applicable to Grantor under this Agreement.

12. Access to Property. From the Effective Date through the Close of Escrow, Grantor hereby consents to providing Grantee with reasonable access to the Property upon prior notice and to permitting Grantee to undertake, without limitation and at Grantee's sole expense: (i) inspections of the Property; (ii) reviews of the physical condition of the Property including, but not limited to, inspection and examination of soils, environmental factors, hazardous substances, biological resources, archaeological information, and water resources, if any, relating to the Property; and (iii) reviews and investigations of the effect of zoning, maps, permits, reports, engineering data, regulations, ordinances, and laws affecting the Property.

13. Additional Terms of Transaction. As part of the Parties' consideration for this Agreement, the Parties agree to satisfy and comply with the following additional terms ("**Additional Terms**"):

13.1. Property Infrastructure Improvements.

13.1.1. Grantor shall perform, and Grantee shall reimburse the reasonable costs actually incurred by Grantor for, certain on-site, off-site, and other infrastructure improvements needed for the Property to be 'shovel-ready' for the Courthouse Project's commencement, generally consisting without limitation of the following ("**Infrastructure Improvements**"):

13.1.1.1. Undergrounding of all existing overhead utility lines along the Divarty Street property frontage and preparation of the Property for related utility connections;

13.1.1.2. Installation of all needed sewer system(s) from Marina Coast Water District to the Property;

13.1.1.3. Installation of all needed water system(s) from Marina Coast Water District to the Property including, without limitation, potable, domestic, fire, and irrigation purposes;

13.1.1.4. Water allocation for the Property and installation of related improvements for the Property;

13.1.1.5. Installation of extension of recycled water lines from Second Avenue distribution from Marina Coast Water District to the Property for purposes of future connections upon availability of recycled water;

13.1.1.6. Coordination with the City of Marina for and construction of new curbs, gutters, and sidewalks for the Courthouse Project, as applicable.

13.1.2. The performance, completion, payment, and other terms for the Infrastructure Improvements shall be pursuant to the *Infrastructure Improvements Agreement*, to be executed by the Parties concurrently with this Agreement, in substantially the same form as **Exhibit “C,”** attached hereto and made a part hereof.

13.2. SR-1 View Corridor Environmental Mitigation.

13.2.1. Grantee acknowledges that the Property is located near the State Route-1 View Corridor (“**SR-1 View Corridor**”) and the Courthouse Project would represent a change in the visual character of the Property upon its completion. Consequently, in accordance with certain environmental mitigation measures for the Courthouse Project (EIR MM 4.1-2, 4.1-4), Grantee shall make a one-time monetary contribution to Grantor (“**Corridor Preservation Contribution**”) exclusively for Grantor’s development and maintenance of a park and recreation area located to the west of, and immediately adjacent to, the Property in order to retain the existing mature trees for the protection of the SR-1 View Corridor’s visual character (“**Grantor Corridor Preservation Work**”).

13.2.2. Grantee’s Corridor Preservation Contribution shall be in the total amount of three hundred thousand Dollars (\$300,000) and shall be paid by Grantee to Grantor at or within sixty (60) days of the Close of Escrow.

13.2.3. The Parties acknowledge and agree that the Grantor Corridor Preservation Work provides a mutual benefit to the Parties and their respective properties including the Property that is the subject of this Agreement. Except for Grantee’s Corridor Preservation Contribution, and unless and until otherwise agreed to in writing by the

Parties, Grantee shall not have any on-going or future responsibility or liability with respect to the Grantor Corridor Preservation Work or Grantor's expenditure of Grantee's Corridor Preservation Contribution.

13.3. Retaining Wall and Trail Path.

13.3.1. Due to the site's topography, Grantee's performance of the Courthouse Project shall include the construction of required retaining walls along both the southern boundary as well as portions of the eastern and western boundaries of the Property ("**Retaining Wall**").

13.3.2. As part of and upon the Retaining Wall's completion, Grantee shall also perform preliminary rough grading of an approximately sixteen (16) foot-wide pedestrian/bicycle path, without additional or other improvement thereto by Grantee ("**Path Grading**"), along and adjacent to the south side of the Retaining Wall for Grantor's incorporation into the future FORTAG Regional Trail ("**Grantor Regional Trail**").

13.3.3. Other than the preliminary Path Grading to be performed by Grantee as described herein, the Parties acknowledge and agree that Grantor's construction, improvement, maintenance, repair, and subsequent operation/use of said Regional Trail is otherwise planned separately from the Courthouse Project and without any Grantee responsibility, obligation, or liability therefor.

13.3.4. The Parties agree to mutually coordinate in good faith prior to and following the Close of Escrow to reasonably agree on the design, performance, and all applicable entitlements (e.g., granting of permanent easement rights for Retaining Wall foundations, etc.) for the Retaining Wall and Path Grading.

13.4. Excess Soil Relocation. The Parties acknowledge and agree that Grantor shall have a one-time right, but is not obligated, to request Grantee to provide Grantor, at no cost, with the excess soil that Grantee will not utilize and will remove from the Property in Grantee's performance of the Courthouse Project ("**Excess Soil**"). Except as otherwise agreed to in writing by the Parties, Grantee will provide the Excess Soil, if any and if at all, in a one-time relocation and delivery of the Excess Soil to Grantor's Main Gate property adjacent to the Property. If Grantor desires to so elect to be provided with the Excess Soil, if any, Grantor shall provide written notice to Grantee thereof ("**Excess Soil Relocation Notice**") within one hundred eighty (180) days following the Close of Escrow, after which time Grantor shall be deemed to have declined its right to receive the Excess Soil hereunder. If issued to Grantee, the Excess Soil Relocation Notice shall include proposed logistical details for Grantee's delivery of the Excess Soil (e.g., precise delivery location, etc.), which details shall be further coordinated and communicated between the Parties in good faith.

13.5. Temporary Construction Access. Grantor hereby grants to Grantee temporary construction access and use (“**Temporary Construction Access**”) over, on, under, and through Grantor-owned land adjacent to and nearby the Property that is reasonably necessary for Grantee’s performance, staging, and completion of the Courthouse Project on the Property and of all other work to be performed by Grantee on said land as required by this Agreement (e.g., Retaining Wall, Path Grading, etc.).

13.6. Courthouse Project Signage. Grantor acknowledges and agrees that Grantee’s performance of the Courthouse Project may, in Grantee’s discretion, include the installation and placement of signage on the Property indicating the pending construction and completion of the Courthouse Project at the Property.

14. Loss, Destruction, and Condemnation. The Parties agree that the following provisions shall govern the risk of loss, destruction, and condemnation of the Property:

14.1. If, before Grantor transfers legal title to or possession of the Property, all or a material part of the Property is destroyed without fault of Grantee, or is taken by eminent domain by any governmental entity, Grantee shall be entitled to terminate its obligations under this Agreement by written notice to Grantor and Grantor shall not have the right to enforce this Agreement against Grantee. If Grantee does not elect to terminate this Agreement, then Grantee shall, as applicable, either: (i) proceed to close as provided herein; or (ii) proceed to close as provided herein with an assignment as applicable by Grantor of all of the Grantor’s applicable rights, title, and interest in and to all such eminent domain awards and proceeds subject to any rights of Grantee therein. Grantor will promptly notify Grantee in writing of any eminent domain proceedings affecting the Property.

14.2. If, after Grantor transfers legal title of the Property to Grantee at the Close of Escrow, all or any part of the Property is destroyed without fault of Grantor, or is taken by eminent domain by any governmental entity, Grantee is not relieved from Grantee’s obligations under this Agreement.

15. Grantor’s Right of First Refusal.

15.1. Right of First Refusal. The Parties acknowledge and agree that Grantor shall have a right of first refusal in accordance herewith to purchase from Grantee the Property improved with the Courthouse Project in the event of either of the following (“**Right of First Refusal**”): (i) Grantee’s commencement of the Courthouse Project’s construction has not occurred by or before December 31, 2035 (“**Courthouse Project Commencement Deadline**”); or (ii) Grantee, in its sole and absolute discretion and in collaboration with the Court, and having obtained all required approvals including, without limitation and as applicable, receiving legislative authority, offers the Property for sale after the Close of Escrow (“**Future Courthouse Project Disposition**”).

15.2. ROFR Election Notices.

15.2.1. If, following the Courthouse Project Commencement Deadline, Grantee has not commenced or is not actively engaged in commencing, construction of the Courthouse Project, Grantor may notify Grantee in writing of Grantor's election to exercise Grantor's Right of First Refusal pursuant to this Agreement ("**ROFR Commencement-Election Notice**"). Upon Grantee's receipt of the ROFR Commencement-Election Notice, the Parties shall promptly meet and confer in good faith regarding the Courthouse Project's status and delay in commencement to determine whether to extend the Courthouse Project Commencement Deadline in writing or to effectuate Grantor's Right of First Refusal in accordance herewith. Notwithstanding the foregoing, if the Courthouse Project's commencement of construction has not occurred by or before the Courthouse Project Commencement Deadline solely as a result of the State's failure to timely approve and adopt a State budget authorizing and appropriating funds therefor during the fiscal year in which the Courthouse Project Commencement Deadline falls, then the Courthouse Project Commencement Deadline shall be tolled for a period equal to the State's delay in adopting said State budget plus a reasonable amount of time for Grantee to commence construction.

15.2.2. If Grantee proceeds with the Future Courthouse Project Disposition, Grantee shall provide Grantor with one hundred eighty (180) days' written notice thereof ("**Courthouse Project Disposition Notice**") by which Grantor must notify Grantee in writing of whether Grantor will elect to exercise Grantor's Right of First Refusal ("**ROFR Disposition-Election Notice**"). Grantor's failure to timely and properly issue the ROFR Disposition-Election Notice will be deemed to be Grantor's election not to exercise Grantor's Right of First Refusal which will thereafter be of no force or effect.

15.3. Purchase Price. Within ninety (90) days of either Grantor's ROFR Commencement-Election Notice or Grantee's Courthouse Project Disposition Notice, if at all, the Parties shall promptly meet and confer in good faith to reasonably determine the applicable purchase price of Grantee's Right of First Refusal as needed ("**ROFR Purchase Price**"). The ROFR Purchase Price shall be based on the then-current fair market value of the Property as improved with the Courthouse Project less the then-current fair market value of only the Property's land without the Courthouse Project's improvements.

15.4. Bond Subordination. Grantee will be financing the construction of the Courthouse Project through the issuance of SPWB lease revenue bonds ("**Bonds**"), which will be in part secured by site and facility leases between the Judicial Council of California and SPWB pertaining to the Property ("**Bond Documents**"). Notwithstanding the foregoing or anything to the contrary, Grantor's Right of First Refusal shall at all times be subject and subordinate to all Bond Documents, along with any and all amendments, extensions, renewals, modifications, refinances, and replacements of and to the Bond Documents, for not less than the life of the Bonds. The Parties acknowledge and agree that Grantor's Right of First Refusal in accordance herewith will not otherwise impact or impair

Grantee's ownership, quiet enjoyment, and beneficial use of the Courthouse Project in any way.

15.5. ROFR Expiration. Unless otherwise agreed to in writing by the Parties, Grantor's Right of First Refusal shall expire and be of no force or effect ninety-nine (99) years after the Quitclaim Deed is recorded in the Official Records.

16. Notices. Any notice, tender, delivery, or other communication required pursuant to this Agreement must be in writing and, to be deemed to be properly given, shall be either: (i) personally delivered; (ii) mailed by depositing such notice in the United States mail, first class postage prepaid; or (iii) sent by a reputable overnight delivery service, addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

If to Grantor:

City of Seaside
Attn: City Manager
440 Harcourt Avenue
Seaside, CA 93955
Voice: 831-899-6701
E-Mail: jfontes@ci.seaside.ca.us

With an Email Copy to:

cityattorney@ci.seaside.ca.us

If to Grantee:

Judicial Council of California
Facilities Services
Attn: Manager, Real Estate
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-263-7999

With a copy to:

Judicial Council of California
Legal Services
Attn: Supervising Attorney, Real Estate Unit
455 Golden Gate Avenue, 5th Floor
San Francisco, CA 94102

17. General Terms.

17.1. Assignment. Each Party shall have the right to assign its interest under this Agreement at any time prior to the Close of Escrow with the express, prior written consent of the other Party; provided, however, that any valid assignment shall not relieve the Party from the performance of its duties and obligations, or of its representations and warranties, hereunder. Each Party shall give written notice of any approved assignment to the Escrow Holder at least ten (10) days prior to the effective date of assignment.

17.2. Calculation of Time. Under this Agreement, when the day upon which performance would otherwise be required or permitted is a Saturday, Sunday, or holiday, then the time for performance shall be extended to the next day which is not a Saturday, Sunday, or holiday. The term “holiday” shall mean all and only those State holidays specified in section 6700 of the California Government Code.

17.3. Time of Essence. Time is of the essence of this Agreement and each and every provision hereof in which time is an element.

17.4. Waiver. No waiver of any provision of this Agreement shall be considered a waiver of any other provision or of any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by either Party of any remedy provided in this Agreement or at law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or at law or in equity.

17.5. Entire Agreement. This Agreement and the attached exhibits shall constitute the entire understanding and agreement of the Parties hereto regarding the conveyance and acquisition of the Property, and all prior agreements, understandings, representations, or negotiations, whether oral or written, are hereby superseded, terminated, and canceled in their entirety and are of no further force or effect.

17.6. Amendments. This Agreement may not be modified or amended except in writing signed by the Parties.

17.7. Applicable Law. The Parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The Parties hereto expressly

agree that this Agreement shall in all respects be governed and enforced by the laws of the State of California and any claim to enforce the provisions hereof shall be brought in the Superior Court of California.

17.8. Severability. Nothing contained herein shall be construed as to require the commission of any act contrary to law and, wherever there is any conflict between any provision contained herein and any present statute, law, ordinance, or regulation as to which the Parties have no legal right to contract, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law. It is hereby stipulated and declared to be the intention of the Parties that each would have executed all other terms, provisions, covenants, and restrictions set forth in this Agreement without including any such provisions in conflict with law that may be hereafter declared invalid, void, or unenforceable.

17.9. Captions, Number, and Gender. The captions appearing at the commencement of the sections, paragraphs, and subparagraphs hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section, paragraph, or subparagraph at the head of which it appears, the section, paragraph, or subparagraph and not the caption shall control and govern the construction of this Agreement. In this Agreement, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so requires.

17.10. Survival. All terms and conditions in this Agreement, which represent continuing obligations and duties of the Parties, that have not been satisfied prior to Close of Escrow shall survive Close of Escrow and transfer of title to Grantee and shall continue to be binding on the respective obligated Party in accordance with their terms. All representations and warranties and statements respectively made by the Parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Close of Escrow, shall be deemed to be material, and, together with all conditions, covenants, and indemnities made by the respective Parties contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Close of Escrow, or, to the extent the context requires, beyond any termination of this Agreement.

17.11. Further Action. Each Party hereto shall, before the Close of Escrow, duly execute and deliver such papers, documents, and instruments and perform all acts reasonably necessary or proper to carry out and effectuate the terms of this Agreement.

17.12. Electronic Signatures. Electronic signatures shall not be accepted unless prior agreement is obtained in writing by both Parties. If agreed by the Parties that electronic or facsimile signatures are acceptable, they will be treated as original signatures;

however, in no instance shall electronic or facsimile signatures be accepted on any document to be recorded in the Official Records and such documents must bear original signatures.

17.13. Counterparts. This Agreement and the attached exhibits may be executed in counterparts (including .PDF copies), each of which shall be deemed an original as against the Party signing such counterpart, and which together shall constitute one and the same instrument.

18. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by reference.

18.1. **Exhibit “A”:** Legal Description of Property

18.2. **Exhibit “B”:** Form of Quitclaim Deed with Certificate of Acceptance

18.3. **Exhibit “C”:** Form of Infrastructure Improvement Agreement

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the Parties have executed this Property Acquisition Agreement on the dates indicated below.

GRANTOR:

APPROVED AS TO FORM:
Judicial Council of California,
Legal Services

**STATE OF CALIFORNIA
JUDICIAL COUNCIL OF CALIFORNIA**

By: _____
Name: Kristin Kerr
Title: Supervising Attorney
Date: _____

By: _____
Name: Millicent Tidwell
Title: Acting Administrative Director
Date: _____

GRANTEE:

APPROVED AS TO FORM:
Office of the City Attorney

CITY OF SEASIDE

By: _____
Name: Sheri L. Damon
Title: City Attorney
Date: _____

By: _____
Name: Jaime N. Fontes
Title: City Manager
Date: _____

EXHIBIT “A”
TO PROPERTY ACQUISITION AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

TO BE INSERTED PRIOR TO FINALIZATION

DRAFT

EXHIBIT “B”
TO PROPERTY ACQUISITION AGREEMENT

QUITCLAIM DEED AND CERTIFICATE OF ACCEPTANCE

The Quitclaim Deed shall be substantially similar to the attached form.

DRAFT

**RECORDING REQUESTED BY AND,
WHEN RECORDED, MAIL TO:**

JUDICIAL COUNCIL OF CALIFORNIA
Facilities Services
2860 Gateway Oaks Drive, Suite 400
Sacramento, California 95833
Attention: Manager, Real Estate

OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES PURSUANT TO GOVERNMENT CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.	SPACE ABOVE THIS LINE FOR RECORDER’S USE
QUITCLAIM DEED	Agency: Judicial Council of California Property: Fort Ord Courthouse, No. 27-J1
APN: Portion of 031-151-013; County of Monterey	
For valuable consideration, receipt of which is hereby acknowledged, the CITY OF SEASIDE (“Grantor”) does hereby remise, release, and forever quitclaim to the STATE OF CALIFORNIA (“Grantee”) all of Grantor’s right, title, and interest in and to the real property (“Property”) in the City of Seaside, County of Monterey, State of California, described in Exhibit “A” attached hereto and by this reference made a part hereof. Subject to all covenants, restrictions, reservations, easements, rights, and rights-of-way of record, if any. Grantor shall have a one-time right of first refusal to purchase the Property from Grantee in accordance with the terms of that certain <i>Property Acquisition Agreement</i> between Grantor and Grantee, dated Insert Date, 20, in the event that the Judicial Council of California, on behalf of Grantee, either (i) fails to commence construction of the Courthouse Project on the Property by or before December 31, 2035, or (ii) offers the Property for sale after this Quitclaim Deed’s recordation in the Official Records, all as more fully set forth in said Property Acquisition Agreement. Notwithstanding the foregoing, Grantor’s said right of first refusal shall expire and be of no force or effect ninety-nine (99) years after this Quitclaim Deed’s recordation in the Official Records, and shall not otherwise impact or impair Grantee’s ownership, quiet enjoyment, and beneficial use of the Property in any way. [SIGNATURES ON FOLLOWING PAGE]	

APPROVED AS TO FORM:
Office of the City Attorney

By: _____
Name: Sheri Damon
Title: Attorney
Date: _____

Grantor:

CITY OF SEASIDE

By: _____
Name: Insert
Title: Insert
Date: _____

FORM: NOT FOR EXECUTION

DRAFT

**EXHIBIT “A”
TO QUITCLAIM DEED**

LEGAL DESCRIPTION OF PROPERTY

TO BE INSERTED PRIOR TO FINALIZATION

DRAFT

**CITY OF SEASIDE
NOTARY ACKNOWLEDGMENT**

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____, Notary Public, 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 _____

(Seal)

Agency: Judicial Council of California
Project Name: New Fort Ord Courthouse
Court Facility No.: 27-J1

DGS Parcel No.:
Assessor Parcel No: Portion of 031-151-013
County: Monterey

CERTIFICATE OF ACCEPTANCE

This is to certify that, pursuant to sections 15853, 27281 and 70301 et seq. of the California Government Code, the interest in real property conveyed by the Quitclaim Deed dated _____, from the CITY OF SEASIDE to the STATE OF CALIFORNIA, on behalf of the Judicial Council, is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to the approval action by said Board and duly adopted on _____. The Grantee consents to the recordation thereof by its duly authorized officer.

Accepted
STATE OF CALIFORNIA
STATE PUBLIC WORKS BOARD

By: _____
Koreen H. van Ravenhorst
Deputy Director

Dated: _____

Consent
JUDICIAL COUNCIL OF CALIFORNIA

By: _____
Millicent Tidwell
Acting Administrative Director

Dated: _____

Approved as to form:
JUDICIAL COUNCIL OF CALIFORNIA
LEGAL SERVICES

By: _____
Kristin Kerr
Supervising Attorney, Real Estate Unit

Dated: _____

EXHIBIT “C”
TO PROPERTY ACQUISITION AGREEMENT

INFRASTRUCTURE IMPROVEMENTS AGREEMENT

The Infrastructure Improvements Agreement shall be substantially similar to the attached form.

**INFRASTRUCTURE IMPROVEMENTS AGREEMENT
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA
AND THE CITY OF SEASIDE FOR
THE NEW FORT ORD COURTHOUSE PROJECT**

This Infrastructure Improvements Agreement (“**Agreement**”) is made and entered into as of _____, 20____ (“**Effective Date**”), by and between the Judicial Council of California (“**Judicial Council**”) and the City of Seaside (“**City**”). In this Agreement, the Judicial Council and the City are sometimes referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. The Judicial Council and the City entered into that certain *Property Acquisition Agreement* of approximately even date herewith (“**Acquisition Agreement**”) pursuant to which the Judicial Council acquired from the City certain unimproved real property comprised of approximately 5.0 acres, as depicted in **Exhibit “A”** attached hereto and incorporated herein (“**Judicial Council Property**”), located in the City of Seaside, County of Monterey, State of California, which is a portion of a larger City-owned parcel (“**City Property**”). Following the City’s conveyance of the Judicial Council Property to the Judicial Council, the City continued to own the City Property.

B. The Judicial Council intends to design and construct on the Judicial Council Property a three-story courthouse of approximately 83,000 square feet, commonly referred to as the New Fort Ord Courthouse (“**Courthouse Project**”), generally consisting as of the Effective Date of seven multi-purpose courtrooms, chambers, central holding, jury assembly, and self-help and support areas along with 280 surface parking spaces partially covered with solar power generation capability.

C. As part of Acquisition Agreement’s terms, the Parties agreed that the City will perform, and the Judicial Council will reimburse the reasonable costs actually incurred by the City for, certain off-site and infrastructure improvements needed for the Judicial Council Property to be ‘shovel-ready’ for the Courthouse Project’s commencement (collectively, the “**Infrastructure Improvements**”).

D. The Parties now desire to set forth the terms and conditions of the Infrastructure Improvements’ performance and payment, as more fully set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing provisions of the Recitals are true and correct and are incorporated into this Agreement by this reference.

2. Infrastructure Improvements.

2.1. Scope of Work. By or before March 1, 2025 (“**Scheduled Completion Date**”), the City, in cooperation and coordination with the Judicial Council, shall be responsible for the satisfactory completion of the Infrastructure Improvements to be located on the Judicial Council Property, City Property, and otherwise including, but not limited to, design, procurement, permitting, management, scheduling, and inspection in accordance with the terms of this Agreement. The Infrastructure Improvements generally will consist, without limitation, of the following to enable the Courthouse Project to be ‘shovel-ready’ for the Courthouse Project’s commencement and the Judicial Council to make all needed utility connections for the Courthouse Project:

2.1.1. Undergrounding of all existing overhead utility lines along Divarty Street northern line of the Property;

2.1.2. Installation of all needed sewer system(s) from Marina Coast Water District to the Judicial Council Property;

2.1.3. Installation of all needed water system(s) from Marina Coast Water District to the Judicial Council Property including, without limitation, potable, domestic, fire, and irrigation purposes;

2.1.4. Water allocation for the Judicial Council Property;

2.1.5. Installation of extension of recycled water lines from Second Avenue distribution from Marina Coast Water District to the Judicial Council Property for purposes of future connections upon availability of recycled water;

2.1.6. Coordination with the City of Marina for and construction of new curbs, gutters, and sidewalks for the Courthouse Project, as applicable; and

2.1.7. Installation of all utility connection points and other such similar or ancillary improvements related to the foregoing scope of work (including, without limitation, conduits, vaults, Christy boxes, laterals, and manholes) that will be necessary for the Judicial Council to make all utilities connections/hook-ups in the Judicial Council’s performance of the Courthouse Project on the Judicial Council Property.

2.2. Right of Entry. The Judicial Council hereby grants to the City, its agents, employees, contractors, and consultants the right to enter and access the Judicial Council Property for the performance of the Infrastructure Improvements, as applicable and needed.

2.3. Design; Final Plans.

2.3.1. City Engineer/Architect. The City shall select and retain a qualified, licensed engineer or architect reasonably acceptable to the Judicial Council (“**City Engineer/Architect**”) to prepare plans and specifications for the Infrastructure Improvements. The Infrastructure Improvements’ plans and specifications shall be prepared with reasonable design input from the Judicial Council. City Engineer/Architect shall timely provide the Judicial Council with preliminary drawings for the Judicial Council’s review, input, and reasonable approval.

2.3.2. Final Plans. After all reasonable comments, requests, and revisions are incorporated into the preliminary drawings, the Infrastructure Improvements’ plans and specifications shall be subject to final written approval by the City and Judicial Council, which approval will not be unreasonably withheld, conditioned, or delayed by either Party (as approved, the “**Final Plans**”). Upon the Parties’ written approval of the Final Plans, the Parties acknowledge and agree that the Final Plans shall hereby be deemed incorporated into **Exhibit “B”** of this Agreement by this reference. Prior to commencing construction of the Infrastructure Improvements, the City shall provide to the Judicial Council an electronic PDF copy of the Final Plans stamped by the licensed engineer or architect of record.

2.4. Permits.

2.4.1. The City is responsible for determining all applicable authorities having jurisdiction over the Infrastructure Improvements. The City shall promptly and timely submit, whenever required, the Final Plans to the appropriate governmental agencies and all authorities having jurisdiction (e.g., State Fire Marshal, Division of the State Architect, etc.) for issuance of all necessary permits and approvals required for the performance and construction of the Infrastructure Improvements including, without limitation, plan review, permitting, and inspection services (“**Permits**”).

2.4.2. The City is responsible for determining the required Permits which may include, but are expressly not limited to, construction permits, encroachment permits, certificates of occupancy, and conditional use permits.

2.4.3. Notwithstanding or limiting the foregoing, and without opining on which authority may or may not have jurisdiction over the Infrastructure Improvements, the City is hereby advised for informational purposes only that the Judicial Council’s Quality Compliance Manager serves as the Building Official and authority having

jurisdiction under the California Building Code (Cal. Code Regs., tit. 24) for the plan review, permitting, and inspecting of any work performed on the Judicial Council Property.

2.4.4. The City shall, upon the Judicial Council's request, provide copies of all Permits for the Infrastructure Improvements.

2.5. Infrastructure Improvements Agreement Change Orders.

2.5.1. The Final Plans may only be modified by a written change order between and executed by the Judicial Council and City ("**Infrastructure Improvements Agreement Change Order**").

2.5.1.1. For purposes of clarification and the avoidance of doubt, the term "Infrastructure Improvements Agreement Change Order" as used in this Agreement refers to changes, modifications, or alterations made to the Infrastructure Improvements between the Judicial Council and the City (i.e., the Judicial Council providing its approval to the City of requested additions/reductions to the scope of work, cost increases, and/or time extensions).

2.5.1.2. Infrastructure Improvements Agreement Change Orders do not refer to any separate or corresponding change orders, add services requests, or other agreements modifying the performance of the work that are entered into by the City with the City Contractor (defined below), City Engineer/Architect, or other contractors or consultants performing the Infrastructure Improvements on the City's behalf. By way of example, the City shall be responsible for coordinating and providing for (i) the City's receipt and review of proposed change orders from the City Contractor during construction, (ii) seeking the Judicial Council's approval of the request in accordance herewith, (iii) entering into an Infrastructure Improvements Agreement Change Order with the Judicial Council if approved, (iv) finalizing the City Contractor's corresponding change order, and (v) implementing the change in the City's performance of the Infrastructure Improvements.

2.5.1.3. The Parties acknowledge and agree that the Judicial Council will at no time be in privity or have a contractual relationship with the City Contractor, City Engineer/Architect, or other contractors or consultants performing the Infrastructure Improvements on the City's behalf. The Judicial Council accordingly shall not be responsible for providing approvals directly to said City contractors and consultants and shall only be obligated to engage with the City with respect to the Infrastructure Improvements and this Agreement.

2.5.1.4. Any modifications to this Agreement's terms and conditions shall be specifically effectuated by a written amendment to this Agreement, not via an Infrastructure Improvements Agreement Change Orders.

2.5.2. While no specific form is required for the submission of an Infrastructure Improvements Agreement Change Order by the City to the Judicial Council, each Infrastructure Improvements Agreement Change Order must clearly describe the change(s) and all modifications to the Final Plans, including any cost impacts and extensions to the Scheduled Completion Date, necessitated by the Infrastructure Improvements Agreement Change Order.

2.5.3. Prior Judicial Council approval is not required for Infrastructure Improvements Agreement Change Order(s) in an amount less than \$5,000.00 (“**Minor Change(s)**”). Provided, however, that if the cumulative total of such Minor Changes exceeds \$50,000.00, prior Judicial Council approval will be required for all further Infrastructure Improvements Agreement Change Orders regardless of cost. The City shall provide to the Judicial Council the submittal required by this section relating to any Minor Change(s) within five (5) business days of the City approving such Minor Change(s).

2.5.4. Prior Judicial Council approval shall be required for all Infrastructure Improvements Agreement Change Order(s) in excess of \$5,000.00 or as provided herein, for all Infrastructure Improvements Agreement Change Order(s) above the Minor Changes cumulative total of \$50,000.00. The Judicial Council shall respond to the City in writing within five (5) business days of receipt of any Infrastructure Improvements Agreement Change Order submitted by the City for the Judicial Council’s approval, which approval will not be unreasonably withheld, conditioned, or delayed; and any disapproval shall be limited to items not previously approved by the Judicial Council in the Final Plans, except as otherwise agreed to in writing by the Parties.

2.5.5. The Judicial Council may request in writing reasonable changes to the Infrastructure Improvements and/or modifications to the Final Plans that shall be memorialized in an Infrastructure Improvements Agreement Change Order as set forth herein, the City’s consent to which shall not be unreasonably withheld, conditioned, or delayed.

2.6. Performance.

2.6.1. City Contractor Award. The City shall select a general contractor for the performance of the Infrastructure Improvements (“**City Contractor**”) by seeking bids of at least three (3) prospective contractors approved by the City and Judicial Council, or otherwise in accordance with applicable procurement laws to which the City is subject for the Infrastructure Improvements. In the event the City is not required to accept and award a contract to the lowest, responsive bid of a responsible bidder, the City will submit the bids received to the Judicial Council, accept the bid approved by the Judicial Council, and then enter into a contract with that selected contractor for construction of the Infrastructure Improvements.

2.6.2. Performance of Work. The City shall cause the Infrastructure Improvements to be constructed by well-trained, adequately supervised workers, in a good and workmanlike manner, free from design, material, and workmanship defects. City Contractor and its subcontractors of every tier shall secure and maintain at all times all licenses and certifications required by law in connection with the performance of the Infrastructure Improvements. City Contractor shall obtain payment and performance bonds, in amounts equal to 125% of the value of the construction contract awarded by the City, which name the Judicial Council as a dual obligee. The City shall further cause the Infrastructure Improvements to be constructed in accordance with the Final Plans and all applicable laws and regulations including, without limitation, the Americans with Disabilities Act, the Prevailing Wage Law (California Labor Code section 1720 et seq.), the California Environmental Quality Act, and all relevant building codes.

2.6.3. Submittals. Upon receipt and as requested, the City shall provide the Judicial Council with copies of all submittals and other construction documents for the Infrastructure Improvements including, without limitation, construction schedules and schedules of values.

2.6.4. EIR; MMRP. As part of the City's performance of the Infrastructure Improvements in compliance with all applicable laws and regulations, the City shall further cause the Infrastructure Improvements to be performed pursuant to all portions of the Courthouse Project's Environmental Impact Report prepared by the Judicial Council ("**EIR**") that govern any aspect of the Infrastructure Improvements including, but specifically not limited to, the Courthouse Project's Mitigation Monitoring and Reporting Program ("**MMRP**") required by the EIR. In the Parties' development and approval of the Final Plans, the Judicial Council and City shall coordinate in good faith to meet and confer on the Courthouse Project's EIR and MMRP to ensure all applicable requirements thereof are incorporated into the City's performance and construction of the Infrastructure Improvement accordingly. The EIR and MMRP, as adopted for the Courthouse Project, are hereby deemed incorporated into this Agreement.

2.6.5. Means and Methods. The Parties expressly acknowledge and agree that, notwithstanding anything to the contrary or any other provision of this Agreement, the City is solely responsible at all times and in all respects for the means and methods of the Infrastructure Improvements' performance and completion. In no event whatsoever will the Judicial Council be deemed to be responsible or liable for the performance of the Infrastructure Improvements or any other work under this Agreement; nor will the Judicial Council be responsible for making any payments to any person or entity claiming entitlement to such for the Infrastructure Improvements, except for payments to only the City in strict compliance with the terms of this Agreement; nor will the Judicial Council be deemed to be in privity or otherwise have any relation with City Contractor, any of its subcontractors of any tier, or any other contractor or consultant

retained by the City for the Infrastructure Improvements, each of which shall at all times be exclusively a contractor or consultant of the City.

2.6.6. City Contractor Insurance. The City shall require City Contractor, and any subcontractor thereof, to obtain and keep in force the following policies of insurance: (i) commercial general liability insurance coverage with a minimum limit of liability of \$1,000,000 per occurrence and a \$2,000,000 aggregate; (ii) automobile liability insurance coverage for all owned, non-owned, and hired automobiles in the amount of \$1,000,000; (iii) workers' compensation insurance as required by law; (iv) employers' liability coverage with limits not less than \$1,000,000 per person per accident; and (v) builder's risk or installation insurance that covers the work of the Infrastructure Improvements for direct physical loss or damage while in the course of transportation, erection, installation, or completion with limits of liability equal to the final completed value of the Infrastructure Improvements. Prior to commencing the performance of the Infrastructure Improvements, the City shall obtain, and provide copies to the Judicial Council of, certificates of insurance from City Contractor for the required insurance which shall name as additional insureds the City of Seaside; the Judicial Council of California; the State of California; and the Superior Court of California, County of Monterey; and their respective officers, agents, and employees. City Contractor shall not commence work until all required certificates of insurance are provided to the City.

2.7. Suspension of Work. The Judicial Council may, in its discretion and without cause, order the City in writing to suspend the Infrastructure Improvements in whole or in part for such period of time as the Judicial Council may determine ("**Work Suspension**"). Upon the expiration or earlier written notification to the City of the termination of a Work Suspension in effect, the Parties will attempt to negotiate an adjustment for increases or decreases in the City Engineer/Architect or City Contractor's cost of performance of the Infrastructure Improvements caused by the Work Suspension. If the Parties cannot satisfactorily agree on an adjusted Project Price, the Judicial Council may terminate this Agreement upon written notice to the City and neither Party shall have any further obligation hereunder.

2.8. Site Walk and Punch List Items.

2.8.1. When the City reasonably determines in good faith with the concurrence of the City Engineer/Architect that the Infrastructure Improvements have been constructed by the City Contractor in accordance with the Final Plans, the City shall notify the Judicial Council of such and request the that Parties promptly coordinate an initial review and walk of the Infrastructure Improvements with the City, Judicial Council, City Engineer/Architect, and City Contractor ("**Site Walk**"). The City and Judicial Council may agree to perform multiple Site Walks as may be needed or appropriate.

2.8.2. As part of and following the Site Walk(s), the Judicial Council shall prepare and provide to the City a written list of any items that are reasonably determined or may possibly be defective, incomplete, or not in conformance with the Final Plans (“**Punch List**”).

2.8.3. The Judicial Council may augment the Punch List at any time on or before thirty (30) days following the most recently conducted Site Walk. The Judicial Council’s failure to specify any item on the Punch List will not, however, waive the City’s obligation to construct the Infrastructure Improvements in accordance with the Final Plans and the terms of this Agreement.

2.8.4. The City will cause all Punch List items to be remedied within thirty (30) days of the City’s receipt of the Punch List.

2.9. Substantially Complete.

2.9.1. For purposes of this agreement, the Infrastructure Improvements will be deemed “**Substantially Complete**” when each of the following have occurred:

2.9.1.1. Construction of the Infrastructure Improvements has been completed in accordance with the Final Plans;

2.9.1.2. City Engineer/Architect has certified that the Infrastructure Improvements have been constructed in accordance with the Final Plans;

2.9.1.3. There is no incomplete, incompatible, or defective work;

2.9.1.4. All necessary government approvals for legal use of the Infrastructure Improvements have been obtained; and

2.9.1.5. The Judicial Council is reasonably satisfied that each of the above criteria has been achieved and, as a result, acknowledged in writing to the City that the Infrastructure Improvements are Substantially Complete in accordance herewith.

2.10. Completion.

2.10.1. Substantial Completion Date. The City shall use commercially reasonable efforts to complete the Infrastructure Improvements by the Scheduled Completion Date indicated above. Notwithstanding the Scheduled Completion Date, the date on which the Infrastructure Improvements are deemed Substantially Complete shall be referred to as the “**Substantial Completion Date.**”

2.10.2. Substantial Completion Notice. Within five (5) days of satisfying all requirements needed to deem the Infrastructure Improvements Substantially Complete, including the City's receipt of the Judicial Council's written acknowledgement thereof, the City shall provide written notice to the Judicial Council confirming the Infrastructure Improvements are Substantially Complete and the Substantial Completion Date thereof ("**Substantial Completion Notice**").

2.10.3. Ownership. All Infrastructure Improvements constructed on the Judicial Council Property pursuant to this Agreement will immediately become the Judicial Council's property upon completion.

2.11. Delay in Infrastructure Improvements Being Substantially Complete.

2.11.1. City Delay. For purposes of this section, "**City Delay**" means, except where and to the extent directly caused by a Judicial Council Delay (defined below): (i) any actual delay in the design, performance, and/or completion of the Infrastructure Improvements resulting from the City not responding to requests for authorization or approval within the time period provided for response to such request or, if no such time is stated, beyond a reasonable time for such response; or (ii) any actual delay in the design, performance, and/or completion of the Infrastructure Improvements attributable to the acts or failures to act, whether willful, negligent, or otherwise, of the City, City Engineer/Architect, City Contractor, or their subcontractors, suppliers, or other agents or contractors, which includes, but is not limited to, the City's failure to timely submit the Final Plans to all applicable authorities having jurisdiction as prescribed herein.

2.11.2. Judicial Council Delay. If the Infrastructure Improvements being deemed Substantially Complete in accordance herewith is actually delayed as a direct consequence of the Judicial Council's actions or failures to act which is not cured within ten (10) days of the Judicial Council's receipt of written notice thereof from the City or of a Work Suspension ("**Judicial Council Delay**"), then the Scheduled Completion Date under this Agreement shall be advanced in time by the number of calendar days that the Judicial Council Delay actually delays the Infrastructure Improvements from being deemed Substantially Complete. A Judicial Council Delay shall not, however, include the actions taken by the Judicial Council's Quality Compliance Manager in the role of Building Official for the plan review, permitting, and inspection of the Infrastructure Improvements, which instead will be treated as the actions of an authority having jurisdiction over the work separate from the Judicial Council as a party to this Agreement.

2.11.3. Occurrence, Notice, and Cure of a City Delay. No City Delay shall be deemed to have occurred unless and until the Judicial Council provides written notice to the City specifying the action or inaction that the Judicial Council contends constitutes the City Delay ("**Notice of City Delay**"). If the City does not then cure, or commence to cure, the action or inaction causing the City Delay within one (1) business day after receipt

of any Notice of City Delay, then the City Delay shall be deemed to have occurred commencing as of the date the Notice of the City Delay is received and shall continue for each and every calendar day that the design, performance, and/or completion of the Infrastructure Improvements, as applicable, is delayed as a result of such action or inaction by the City.

2.11.4. Result of a City Delay. If the Substantial Completion Date for the Infrastructure Improvements is delayed and occurs after the Scheduled Completion Date, then, to the extent such delay was caused by a City Delay:

2.11.4.1. *Damages.* The City acknowledges that any delay in the Substantial Completion Date beyond the Scheduled Completion Date (as adjusted for any Judicial Council Delay) will cause the Judicial Council to incur costs and that the exact amount of such costs will be extremely difficult and/or impossible to ascertain. Accordingly, notwithstanding the Judicial Council's other rights provided under this Agreement or applicable law, if the Substantial Completion Date is so delayed beyond the Scheduled Completion Date (as adjusted for any Judicial Council Delay), then, as liquidated damages during the delay as provided above, the Judicial Council will be entitled to receive and/or may deduct from amounts owed to the City under this Agreement an amount equal to Five Thousand Dollars (\$5,000) for each and every calendar day of delay. The Parties agree that such amount represents a fair and reasonable estimate of the damage the Judicial Council will incur by reason of the late completion of the Infrastructure Improvements and are not penalties.

2.11.4.2. *Self-Performance.* The Judicial Council may elect, but is not obligated, to terminate this Agreement and take over and complete the Infrastructure Improvements in accordance with this Agreement's terms.

2.11.5. Force Majeure. If either Party is delayed or prevented from the performance of any act required for the performance and completion of the Infrastructure Improvements by reason of acts of God, strikes, lockouts, fires or explosions, failure of a governmental entity to timely issue permits or approvals that were properly and correctly submitted by the City, or restrictive governmental laws or regulations any of which is without fault, unforeseeable, and beyond the control of the obligated Party and does not constitute either a City or Judicial Council Delay ("**Force Majeure Delay**"), then any period of time in which the obligated Party was to perform the act shall be extended for a reasonable period equivalent to the delay resulting from the Force Majeure Delay upon written notice to the non-obligated Party of the obligated Party's intent to invoke this provision. The Parties agree that any present or future outbreak of COVID-19, or any similar or derivative strain thereof, shall be considered reasonably foreseeable and shall not be considered a sufficient basis to constitute a Force Majeure Delay.

2.12. Guarantee. The City guarantees and warrants, or shall cause City Contractor to warrant, that the Infrastructure Improvements to be provided hereunder will conform to the Final Plans, applicable law, and the requirements of this Agreement. This warranty shall begin upon the Substantial Completion Date and shall extend for a period of two (2) years (“**Warranty Period**”). If the Judicial Council identifies any such defects in the Infrastructure Improvements during the Warranty Period, the City shall be responsible for remedying, or causing to be remedied, the defect to the reasonable satisfaction of the Judicial Council. Except as otherwise agreed to in writing by the Judicial Council, the City shall cure, or cause to be cured, any such defect with the Infrastructure Improvements within ten (10) business days following receipt of written notice from the Judicial Council of the existence of the defect, unless the cure cannot be reasonably completed in such time in which case the City shall commence the cure, or cause the cure to be commenced, within said period and diligently prosecute it to completion. In no event shall the Judicial Council be responsible for any costs to remedy any defects with the Infrastructure Improvements during the Warranty Period.

2.13. Maintenance. Upon satisfactory completion of the Infrastructure Improvements, the Judicial Council shall be responsible for all maintenance and repairs of the Infrastructure Improvements installed on and within the Judicial Council Property including, but not limited to, the performance, cost, inspection, and upkeep of such maintenance and repairs as may be needed on a regular, on-going, or future basis (collectively, “**Maintenance and Repair Work**”), which shall not include the maintenance or repair of the City Property or any Infrastructure Improvements installed thereon. The City shall not be responsible or have liability for the performance or costs of the Maintenance and Repair Work; provided, however, that any Maintenance and Repair Work reasonably necessitated by the improper, faulty, non-compliant, or otherwise negligent installation of the Infrastructure Improvements, including any latent defects, in addition to any defects otherwise covered during the Warranty Period will remain the responsibility of the City at its sole expense.

3. Payment of Infrastructure Improvements Costs.

3.1. Infrastructure Improvements Costs. The Judicial Council hereby agrees to pay for all costs and expenses actually and reasonably incurred by the City in the City’s execution, performance, and completion of the Infrastructure Improvements (“**Infrastructure Improvements Costs**”), as set forth herein.

3.2. Cost Determination.

3.2.1. Final Cost Estimate. By or before thirty (30) days of the City’s Notice of Intent to Award a contract to City Contractor for the Infrastructure Improvements and prior to City actually awarding said contract to City Contractor, the Parties shall meet and confer in good faith to determine and agree upon the total estimated Infrastructure

Improvements Costs, inclusive of the design and construction of the Infrastructure Improvements, in the form of a schedule of values (“**Schedule of Values**”) of sufficient and satisfactory detail to allow the Judicial Council’s payment of Progress Payments (defined below), which agreement will not be unreasonably withheld, conditioned, or delayed by either Party (as approved, the “**Final Cost Estimate**”). Any work performed by City Engineer/Architect or City Contractor outside the scope of Infrastructure Improvements as agreed to in the Final Plans as modified by any approved Infrastructure Improvements Agreement Change Orders and as set forth in the Final Cost Estimate shall not be compensable pursuant to this Agreement.

3.2.2. City Fees. The Parties acknowledge and agree that the Final Cost Estimate for the Infrastructure Improvements Costs will include reasonable fees for, without limitation, the City’s management, permitting, and administration of the Infrastructure Improvements (“**City Management Fees**”) to be consented to by the Judicial Council, which consent will not be unreasonably withheld, conditioned, or delayed.

3.2.3. Final Cost Estimate Notice. Once the Final Cost Estimate is mutually agreed upon by the Parties, the Judicial Council shall provide written notice to the City confirming the Final Cost Estimate for the Infrastructure Improvements Costs (“**Final Cost Estimate Notice**”). The Parties acknowledge and agree that the Final Cost Estimate and Final Cost Estimate Notice shall hereby be deemed incorporated into **Exhibit “C”** of this Agreement by this reference.

3.3. Escrow.

3.3.1. Deposit. Within forty-five (45) days of the Final Cost Estimate Notice, the Judicial Council shall deposit into escrow funds sufficient to cover the Infrastructure Improvements Costs pursuant to the Final Cost Estimate.

3.3.2. Escrow Holder. The Judicial Council shall open escrow with Stewart Title of California, Inc, at 525 N. Brand Boulevard, Glendale, CA 91203 (“**Escrow Holder**”), for the account of the City in accordance herewith, by delivering a fully executed counterpart of this Agreement and the Final Cost Estimate Notice. The Parties further agree to execute, deliver, and be bound by any reasonable or customary supplemental escrow instructions of the Escrow Holder, or other instruments as may reasonably be required by the Escrow Holder, in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not amend or supersede any portion of this Agreement; if there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

3.3.3. Escrow Fees. The Judicial Council shall pay the associated escrow fees; provided, however, the Parties shall each be responsible to pay all costs for services

specifically requested for their individual benefit if at all including, but not limited to, the Escrow Holder's fees for each check or wire transfer issued to a Party pursuant hereto.

3.4. Progress Payments; Distributions.

3.4.1. Progress Payments. Following the City's issuance of a Notice to Proceed for the commencement of the Infrastructure Improvement's construction, the Judicial Council's reimbursement to the City for the Infrastructure Improvements Costs, pursuant to the Final Cost Estimate and subject to any approved Infrastructure Improvements Agreement Change Orders, may be made in one or more progress payments requested by the City throughout the performance of the Infrastructure Improvements' construction ("**Progress Payment(s)**"). The City shall not request Progress Payments more frequently than once per month and the total, combined amount of such Progress Payments shall not exceed ninety percent (90%) of the Final Cost Estimate.

3.4.2. Progress Payment Invoices. The City shall make each request for a Progress Payment by submitting a reasonably satisfactory invoice to the Judicial Council therefor ("**Progress Payment Invoice(s)**") to facilitieservicesinvoices@jud.ca.gov with reference to the City and the Infrastructure Improvements. Each Progress Payment Invoice shall include the Schedule of Values and a reasonably detailed breakdown of the amounts to be reimbursed including: (i) the Infrastructure Improvement Costs paid by the City substantiated by reasonably satisfactory supporting documentation including, but not limited to, City Engineer/Architect and City Contractor pay applications or invoices for the performance of the Infrastructure Improvements with proof of payment by the City therefor, and (ii) any applicable City Management Fees or other costs expressly permitted by this Agreement.

3.4.3. Progress Payment Distributions. Within thirty (30) days of the Judicial Council's receipt of a proper Progress Payment Invoice, the Judicial Council shall notify the Escrow Holder of the Judicial Council's approval of said Progress Payment Invoice and of the Escrow Holder's distribution of funds to the City in the amount of said approved Progress Payment Invoice.

3.5. Overages. At any time that the Infrastructure Improvements Costs will, or are anticipated to, exceed the then-current Final Cost Estimate by ten percent (10%) or more due to approved Infrastructure Improvements Agreement Change Orders or any other reason ("**Costs Overages**"), the City shall immediately notify the Judicial Council in writing of such Costs Overages. In the event of any Costs Overages, the Judicial Council and City shall promptly meet and confer to determine the Judicial Council's preferred course of action and any needed actions including, without limitation, the Judicial Council's deposit of additional funds with the Escrow Holder to cover said Costs Overages.

3.6. Final Payment and Distribution.

3.6.1. Final Payment. Following the satisfactory resolution of all Punch List items and the Judicial Council's receipt of the Substantial Completion Notice from the City, the Judicial Council shall pay the balance of any unpaid Infrastructure Improvements Costs, which balance shall not be less than ten percent (10%) of the Final Cost Estimate ("**Final Payment**").

3.6.2. Final Payment Invoice. The City shall submit a reasonably satisfactory invoice to the Judicial Council for the Final Payment ("**Final Payment Invoice**") to facilitieservicesinvoices@jud.ca.gov with reference to the City and the Infrastructure Improvements. The Final Payment Invoice shall include a reasonably detailed breakdown of the final, total amount to be reimbursed including: (i) the Infrastructure Improvement Costs paid by the City substantiated by reasonably satisfactory supporting documentation including, but not limited to, final City Engineer/Architect and City Contractor pay applications or invoices for the performance of the Infrastructure Improvements with proof of payment by the City therefor, and (ii) any applicable City Management Fees or other costs expressly permitted by this Agreement.

3.6.3. Final Payment Distribution. Within thirty (30) days of the Judicial Council's receipt of a proper Final Payment Invoice, the Judicial Council shall notify the Escrow Holder of the Judicial Council's approval of said Final Payment Invoice and of the Escrow Holder's final distribution of funds to the City in the amount of said approved Final Payment Invoice.

3.6.4. Judicial Council Remaining Funds Retention. The Parties acknowledge and agree that, upon the Escrow Holder's final distribution to the City of funds pursuant to the approved Final Payment Invoice, any and all funds remaining or leftover in the escrow including, without limitation, any accrued interest shall be retained by and disbursed to the Judicial Council, upon which the escrow for the Infrastructure Improvements Costs shall be deemed closed and satisfied.

4. Termination and Takeover.

4.1. Judicial Council Right to Terminate. The Judicial Council may, in its sole discretion, terminate this Agreement upon any of the following, without limitation:

4.1.1. The City refuses or fails to execute the Infrastructure Improvements or any separable part thereof with sufficient diligence as will ensure its completion within thirty (30) days of the time specified herein or any extension thereof.

4.1.2. The City fails to complete the Infrastructure Improvements within the time specified or any extension thereof.

4.1.3. The City persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Infrastructure Improvements in the time specified.

4.1.4. The City, City Engineer/Architect, City Contractor or any other contractors of any tier are otherwise in breach, default, or in substantial violation of any provision of this Agreement.

4.2. Notification of Termination and Cure Period.

4.2.1. Upon the occurrence of any of the above conditions in the Judicial Council's sole determination, the Judicial Council may, without prejudice to or limiting any other rights or remedies available under this Agreement and applicable law, notify the City in writing of the alleged breach or default and the termination of this Agreement.

4.2.2. Unless the City satisfactorily cures or corrects the breach or default, or satisfactorily demonstrates the commencement of and reasonable progress towards the same, within five (5) days from receipt of said termination notice, this Agreement shall cease and terminate.

4.3. Effect of Termination.

4.3.1. Cease Work. In the event of and upon this Agreement's termination, the City including City Engineer/Architect and City Contractor shall immediately cease all work, remove all materials and personal property belonging to the City or City Contractor from the Judicial Council Property, and not incur any additional costs for the Infrastructure Improvements. The Judicial Council retains the right, but not the obligation, to keep and use any materials and personal property belonging to the City or City Contractor that have not been incorporated in the construction of the Infrastructure Improvements.

4.3.2. Payment upon Termination. Following the termination of this Agreement, the Judicial Council shall be responsible to reimburse the City for only those costs of the Infrastructure Improvements that have been properly performed and actually incurred by the City up to and through the effectiveness of said termination as reasonably determined and estimated in good faith by the Judicial Council; provided, however, that the Judicial Council may deduct from any amounts owed to the City the costs of any damages incurred by the Judicial Council as a result of or arising from the City's breach or default, to correct any work improperly performed by the City, or as otherwise permitted under this Agreement.

4.4. Takeover and Self-Performance.

4.4.1. Takeover. In the event of and upon this Agreement's termination, the Judicial Council shall take over and be responsible for the remaining performance and completion of the Infrastructure Improvements, the means and methods of which shall be performed in the Judicial Council's sole discretion following the effectiveness of this Agreement's termination.

4.4.2. Assignment of Construction Documents. The City agrees to cooperate and coordinate with the Judicial Council and take reasonable efforts to provide, obtain copies of, and assign, at no cost or expense to the Judicial Council, any and all documents related to the Infrastructure Improvements and the City's performance thereof including, without limitation, any and all:

4.4.2.1. Contracts for the design and construction of the Infrastructure Improvements including all work product thereof;

4.4.2.2. Project documents, plans, specifications, drawings, certifications, bid documents, books, reports, accounts, estimates, documents, detailed financial information, certified payrolls, invoices, and any other construction documents for the Infrastructure Improvements; and

4.4.2.3. Permits and easements for or related to the Infrastructure Improvements.

4.4.3. Access to City Property. For any portion of the Infrastructure Improvements located on or within the City Property to be performed by the Judicial Council in accordance with this section, the City agrees to provide and hereby grants to the Judicial Council access to, over, on, under, and through the City Property reasonably required by the Judicial Council for the duration of the Infrastructure Improvements' completion.

4.4.4. Judicial Council-Performed Work. The Judicial Council shall not be responsible to pay the City for any portion of the Infrastructure Improvements performed or completed by the Judicial Council or for any other costs because of the Judicial Council's takeover and self-performance of the Infrastructure Improvements.

5. Indemnification.

5.1. City Indemnification. The City agrees, to the fullest extent permitted by law, to indemnify, defend (with counsel satisfactory to the Judicial Council), and hold harmless the State Indemnities (defined below), from and against all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments, including but not

limited to attorneys' fees, caused by, arising out of, resulting from, or incidental to (i) the Infrastructure Improvements and the City's obligations under this Agreement; or (ii) any breach, default, or failure to comply with any term or condition of this Agreement, except to the extent caused by the negligence or willful misconduct of the State Indemnitees.

5.2. Definition of State Indemnities. The term "State Indemnitees" refers singularly and collectively to the Judicial Council of California; the State of California; the Superior Court of California, County of Monterey; and their respective officers, judicial officers, agents, contractors, representatives, volunteers, and employees, in both individual and official capacities.

5.3. Survival of Indemnification. The City's defense and indemnification obligations hereunder shall survive the expiration or any earlier termination of this Agreement until all claims involving any of the indemnified matters against the State Indemnitees are either concluded or fully, finally, and absolutely barred by the applicable statutes of limitations.

6. Dispute Resolution. In the event of a dispute between the Parties relating to performance of the Parties' obligations under this Agreement, the Parties will, before exercising any other right or remedy for resolution of the dispute, meet and confer in good faith to attempt to resolve the dispute through unassisted negotiation. Each of the Parties shall be represented in any such negotiation session by a representative(s) who is familiar with the facts of the dispute, and who has authority to negotiate on behalf of and to effectively recommend settlement to the Party that he, she, or they represent. If the Parties are unable to resolve the dispute through such unassisted negotiations, then a Party may request the dispute be submitted to mediation for resolution.

7. Notices. Any notice, tender, delivery, or other communication required pursuant to this Agreement must be in writing and, to be deemed to be properly given, shall be either: (i) personally delivered; (ii) mailed by depositing such notice in the United States mail, first class postage prepaid; or (iii) sent by a reputable overnight delivery service, addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

If to the City:

City of Seaside
Attn: City Engineer
440 Harcourt Avenue
Seaside, CA 93955
Voice: 831-899-6884
E-Mail: npatel@ci.seaside.ca.us

With an Email Copy to:

cityattorney@ci.seaside.ca.us

If to the Judicial Council:

Judicial Council of California
Facilities Services
Attn: Senior Project Manager
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
Voice: 805-249-0911

With a copy to:

Judicial Council of California
Facilities Services
Attn: Principal Manager, Project Management
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

8. General Provisions.

8.1. Time of Essence. Time is of the essence of this Agreement and each and every provision hereof in which time is an element.

8.2. Calculation of Time. Under this Agreement, when the day upon which performance would otherwise be required or permitted is a Saturday, Sunday, or holiday, then the time for performance shall be extended to the next day which is not a Saturday, Sunday, or holiday. The term "holiday" shall mean all and only those State holidays specified in section 6700 of the California Government Code.

8.3. Entire Agreement. This Agreement and the attached exhibits shall constitute the entire understanding and agreement of the Parties hereto regarding the conveyance and acquisition of the Property, and all prior agreements, understandings, representations, or negotiations, whether oral or written, are hereby superseded, terminated, and canceled in their entirety and are of no further force or effect.

8.4. Amendments. This Agreement may not be modified or amended except in writing signed by the Parties.

8.5. Waiver. No waiver of any provision of this Agreement shall be considered a waiver of any other provision or of any subsequent breach of the same or any other

provision, including the time for performance of any such provision. The exercise by either Party of any remedy provided in this Agreement or at law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or at law or in equity.

8.6. Non-Assignability. The City may not assign or otherwise transfer this Agreement or any rights, privileges, or obligations hereunder to any other person or entity without the prior, written consent of the Judicial Council.

8.7. Binding on Successors. In the event of any proper assignment or transfer of this Agreement, the terms and conditions herein contained will apply to and bind the heirs, successors in interest, executors, administrators, representatives, and assigns of the Parties hereto.

8.8. Applicable Law. The Parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The Parties hereto expressly agree that this Agreement shall in all respects be governed and enforced by the laws of the State of California and any claim to enforce the provisions hereof shall be brought in the Superior Court of California.

8.9. Severability. Nothing contained herein shall be construed as to require the commission of any act contrary to law and, wherever there is any conflict between any provision contained herein and any present statute, law, ordinance, or regulation as to which the Parties have no legal right to contract, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law. It is hereby stipulated and declared to be the intention of the Parties that each would have executed all other terms, provisions, covenants, and restrictions set forth in this Agreement without including any such provisions in conflict with law that may be hereafter declared invalid, void, or unenforceable.

8.10. Employees and Agents of the Parties. It is understood and agreed that all persons hired or engaged by one Party shall be considered to be employees or agents only of that Party, as applicable, and not of the other Party.

8.11. Further Acts. Each of the Parties agrees to do such further acts and to execute and deliver such other and further documents or instruments as may be reasonably required in order to give full effect to the provisions of this Agreement.

8.12. Counterparts and Electronic Execution. This Agreement may be executed in counterparts (including PDF copies), each of which shall be deemed an original as against the Party signing such counterpart and which together shall constitute one and the same instrument. The Parties agree that the signature pages of this Agreement may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement, with such scanned and electronic

signatures having the same legal effect as original signatures.

9. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by reference.

- 9.1. Exhibit “A”:** Depiction of Judicial Council Property
- 9.2. Exhibit “B”:** Final Plans
- 9.3. Exhibit “C”:** Final Cost Estimate

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the Parties have executed this Infrastructure Improvements Agreement on the dates indicated below.

APPROVED AS TO FORM:
Judicial Council of California,
Legal Services

By: _____
Name: **Insert**
Title: **Insert**
Date: _____

JUDICIAL COUNCIL OF CALIFORNIA

By: _____
Name: **Insert**
Title: **Insert**
Date: _____

FORM: NOT FOR EXECUTION

APPROVED AS TO FORM:
Office of the City Attorney

By: _____
Name: **Insert**
Title: **Insert**
Date: _____

CITY OF SEASIDE

By: _____
Name: **Insert**
Title: **Insert**
Date: _____

FORM: NOT FOR EXECUTION

EXHIBIT “A”
TO INFRASTRUCTURE IMPROVEMENTS AGREEMENT

DEPICTION OF JUDICIAL COUNCIL PROPERTY

TO BE INSERTED PRIOR TO FINALIZATION

EXHIBIT “B”
TO INFRASTRUCTURE IMPROVEMENTS AGREEMENT

FINAL PLANS

Pursuant to section 2.3.2.3 (Final Plans) of this Agreement, the Final Plans for the Infrastructure Improvements shall be deemed incorporated into this Exhibit upon the Parties’ approval.

EXHIBIT “C”
TO INFRASTRUCTURE IMPROVEMENTS AGREEMENT

FINAL COST ESTIMATE

Pursuant to section 3.2.3 (Final Cost Estimate) of this Agreement, the Final Cost Estimate for the Infrastructure Improvements Costs shall be deemed incorporated into this Exhibit upon the Parties’ approval.

The image shows a vertical blue banner on the left side of the page. It features a white, stylized seal of the State of California. The seal includes the words "EUREKA" and "STATE OF CALIFORNIA" (partially visible as "AIL OF"). It also depicts a Minerva figure holding a spear and a shield, with a grizzly bear at the bottom. The number "926" is visible at the bottom of the banner.

New Fort Ord Courthouse

CEQA Findings of Fact and Statement of Overriding Considerations

STATE CLEARINGHOUSE NUMBER:
2022070304

Prepared for:
Judicial Council of California

AUGUST 2023

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Prepared for:

Judicial Council of California
455 Golden Gate Avenue
San Francisco, CA 94102-3688

Contact:

Kim Bobic
Sr. Project Manager
Phone: 805-249-0911
Kim.Bobic-T@jud.ca.gov

Prepared by:

AECOM
2020 L Street, Suite 300
Sacramento, CA 95811

Contact:

Matthew Gerken
Principal-in-Charge
Phone: 916-205-4385
matthew.gerken@aecom.com

Printed on environmentally responsible paper. Made from 100% recycled post-consumer waste.

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Acronyms and Abbreviations

AB	Assembly Bill
CEQA	California Environmental Quality Act
City	City of Seaside
DEIR	Draft EIR
EIR	Environmental Impact Report
ETMC	Esselen Tribe of Monterey County
Farmland	Prime Farmland, Unique Farmland, or Farmland of Statewide Importance
FEIR	Final Environmental Impact Report
FEMA	Federal Emergency Management Agency
GHG	greenhouse gas
HCP	Habitat Conservation Plan
Judicial Council	Judicial Council of California
KaKoon	KaKoon Ta Ruk Band of Ohlone-Costanoan Indians of the Big Sur Rancheria
MMRP	Mitigation Monitoring and Reporting Program
NAHC	Native American Heritage Commission
NOP	Notice of Preparation
proposed Project or Project	New Fort Ord Courthouse Project
Rumšen	Rumšen Am:a Tur:ataj Ohlone
TAMC	Transportation Agency for Monterey County

1. Introduction

The purpose of these findings is to satisfy the requirements of sections 15091, 15092, and 15093 of the California Environmental Quality Act (CEQA) Guidelines, associated with approval of the New Fort Ord Courthouse Project (proposed Project or Project), which has been designated as an Immediate and Critical Need courthouse project by the Judicial Council of California (Judicial Council).

The Judicial Council, which is the CEQA lead agency for the proposed Project, is proposing to develop a new, approximately 83,000-square-foot, three-story courthouse with associated surface parking and landscaping on an approximately 5-acre parcel of land.

The CEQA Statute (California Public Resources Code sections 21000, et seq.) and Guidelines (California Code of Regulations Title 14, Chapter 3, sections 15000, et seq.) state that if it has been determined that a project may or will have significant impacts on the environment, an environmental impact report (EIR) must be prepared. Prior to approval of the project, the EIR must be certified pursuant to CEQA Guidelines section 15090. When an EIR has been certified which identifies one or more significant environmental impacts, the approving agency must make one or more of the following findings, accompanied by a brief explanation of the rationale, pursuant to CEQA Guidelines section 15091, for each identified significant impact:

1. Changes or alterations have been required in, or incorporated into, such project which avoid or substantially lessen the significant environmental effect as identified in the final environmental impact report.
2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency, or can and should be adopted by such other agency.
3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the environmental impact report.

CEQA Guidelines section 15092 states that, after consideration of an EIR, and in conjunction with making the section 15091 findings identified above, the lead agency may decide whether or how to approve or carry out the project. A project that would result in a significant environmental impact cannot be approved if feasible mitigation measures or feasible alternatives can avoid or substantially lessen the impact.

However, in the absence of feasible mitigation, an agency may approve a project with significant and unavoidable impacts, if there are specific economic, legal, social, technological, or other considerations that outweigh the unavoidable adverse environmental effects. CEQA Guidelines section 15093 requires the lead agency to document and substantiate any such determination in a “statement of overriding considerations” as a part of the record.

The requirements of CEQA Guidelines sections 15091, 15092, and 15093, as summarized above, are all addressed herein. This document summarizes the findings of fact and statement of overriding considerations authorized by those provisions of the CEQA Guidelines for the proposed Project.

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2. Project Description

The Project proposes to consolidate most family law, probate, and civil operations into one central location in northern Monterey County through construction and operation of a new Fort Ord Courthouse within the city of Seaside (City), with the objectives of improving public access to justice, enhancing courthouse operational efficiency, replacing inadequate and obsolete buildings, and optimizing court facilities within the county while conforming to California Trial Court Facilities Standards. For a detailed Project Description, refer to Chapter 2, “Project Description,” of the Draft EIR (DEIR), which includes proposed Project objectives in Section 2.2 (Project Purpose and Objectives).

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3. Procedural Findings

Pursuant to sections 15082(a), 15103, and 15375 of the CEQA Guidelines, the Judicial Council circulated a Notice of Preparation (NOP) for the proposed Project to the public, State Clearinghouse, responsible trustee, and other relevant local, State, and federal agencies, and posted this NOP with the Monterey County Clerk. The scoping period began on Monday July 18, 2022 and extended through August 17, 2022. To provide an additional opportunity for input, the Judicial Council held a public scoping meeting in the City on September 7, 2022, and shared information about the proposed Project, how to access proposed Project documents, and how to participate in the public review process. In preparing the Draft EIR (DEIR), the Judicial Council considered comments submitted in response to the NOP and offered at the public scoping meeting. Appendix A of the DEIR includes comments received on the NOP.

The DEIR was circulated for a 45-day public review period beginning on April 6, 2023 and concluding on Monday May 22, 2023, during which agencies and organizations submitted public comments and input. After the close of the public review period, Judicial Council prepared a Final EIR (FEIR) including copies of comments submitted on the DEIR, responses to the comments, and minor changes to the text of the DEIR.

As the Judicial Council did not have a record of California Native American tribes asking to be on its list for Project notification for Monterey County, the Judicial Council proactively reached out to each Tribe on the California Native American Heritage Commission (NAHC) list for Tribal Governments that are traditionally and culturally affiliated with the proposed Project area. The tribes were provided notices about the proposed Project and were invited to consult with the Judicial Council. Four tribes responded to the initial request for consultation: the KaKoon Ta Ruk Band of Ohlone-Costanoan Indians of the Big Sur Rancheria (KaKoon), the Rumšen Am:a Tur:ataj Ohlone (Rumšen), the Esselen Tribe of Monterey County (ETMC), and the Salinan Tribe of Monterey. After receiving initial Project information and providing a summary of Esselen history, ETMC declined further engagement in the Assembly Bill (AB) 52 tribal consultation process and that consultation was closed. Similarly, the Salinan Tribe of Monterey requested archaeological reports related to the Project, but later realized the proposed Project site is outside of their area of traditional and cultural affiliation and withdrew their consultation request. The Judicial Council continued to actively engage in the AB 52 tribal consultation process with KaKoon and Rumšen to identify, avoid, preserve in place, and mitigate impacts to tribal cultural resources, and directly incorporated recommendations into the DEIR.

The FEIR was released in August 2023. The FEIR consists of the April 2023 DEIR; Comments and Responses to Comments on the DEIR; Errata to the DEIR; and a Mitigation Monitoring and Reporting Program (MMRP).

As required by CEQA Guidelines section 15088(b), public agencies that commented on the DEIR are provided at least 10 days to review the proposed responses prior to the date for consideration of the FEIR for certification. Therefore, the Judicial Council provided the FEIR, with responses to comments, to commenting public agencies at least 10 days prior to certification.

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4. Record of Proceedings

In accordance with Public Resources Code Section 21167.6, subdivision (e), the record of proceedings for the Judicial Council's decision on the project includes the following documents, which are incorporated by reference and made part of the record supporting these findings:

- ▶ The NOP, comments received on the NOP and all other public notices issued by the Judicial Council in relation to the EIR (e.g., Notice of Availability);
- ▶ The DEIR and all appendices to the DEIR and technical materials cited in the DEIR;
- ▶ The FEIR and all appendices to the FEIR, including the Mitigation Monitoring and Reporting Program (MMRP) for the Project;
- ▶ All comments submitted by agencies or members of the public during the comment period on the DEIR;
- ▶ All studies conducted for the Project and contained or referenced in the DEIR or the FEIR;
- ▶ All public reports and documents related to the Project prepared for the Judicial Council and other agencies; and
- ▶ Any additional items not included above if otherwise required by law.

The documents constituting the record of proceedings are available upon request for review by responsible agencies and interested members of the public, only by appointment during regular business hours (8:00 am through 4:30 pm) at Judicial Council of California, 455 Golden Gate Avenue, San Francisco, California 94102-3688. The custodian of these documents is Kim Bobic, Senior Project Manager, email and telephone contact provided below:

Kim Bobic, Senior Project Manager
 Judicial Council of California; Facilities Services
 805-249-0911
 Kim.Bobic-T@jud.ca.gov

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5. Findings Required Under CEQA

Public Resources Code section 21002 provides that “public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]” The same statute states that the procedures required by CEQA “are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects.” Section 21002 of the Public Resources Code goes on to state that “in the event specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof.”

The mandate and principles in Public Resources Code section 21002 are implemented, in part, through the requirement that agencies must adopt findings before approving projects for which EIRs are required. For each significant environmental effect identified in an EIR for a proposed project, the approving agency must issue a written finding reaching one or more of three permissible conclusions.

The first such finding is that changes or alterations have been required in, or incorporated into, the project that avoid or substantially lessen the significant environmental effect as identified in the FEIR (CEQA Guidelines section 15091(a)(1)). For purposes of these findings, the term “avoid” refers to the effectiveness of one or more mitigation measures to reduce an otherwise significant effect to a less-than-significant level. In contrast, the term “substantially lessen” refers to the effectiveness of such measure or measures to substantially reduce the severity of a significant effect, but not to reduce that effect to a less-than-significant level.

The second permissible finding is that such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding, and that such changes have been adopted by such other agency or can and should be adopted by such other agency (CEQA Guidelines section 15091(a)(2)).

The third potential conclusion is that specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the FEIR (CEQA Guidelines section 15091(a)(3)). “Feasible” means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors (CEQA Guidelines section 15364). The concept of “feasibility” also encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project. Moreover, ‘feasibility’ under CEQA encompasses ‘desirability’ to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors” (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 410, 417).

With respect to a project for which significant impacts are not avoided or substantially lessened, a lead agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations setting forth the specific reasons in support of the finding that the project benefits outweigh its unavoidable adverse environmental effects. In the process of considering the proposed Project EIR for certification, the Judicial Council has recognized that impact avoidance is not possible in all instances. To the extent that significant adverse environmental impacts will not be reduced to a less-than-significant level with the adopted mitigation, the Judicial Council has found that specific economic, social, and other considerations support approval of the proposed Project. Those findings are reflected herein in Section 5, “Findings Required under CEQA” below and in Section 7, “Statement of Overriding Considerations.”

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6. Summary of Findings

The DEIR identified a number of less-than-significant impacts associated with the proposed Project that do not require mitigation. The DEIR also identified significant and potentially significant environmental effects (or impacts) that may be caused in whole or in part by the proposed Project. Most of these significant effects can be fully avoided or substantially lessened through the adoption of feasible mitigation measures. A few effects cannot be, and thus are determined to be significant and unavoidable. For reasons set forth in Section 7, “Statement of Overriding Considerations,” however, the Judicial Council has determined that overriding economic, social, and other considerations outweigh the significant, unavoidable environmental effects of the proposed Project.

The findings of the Judicial Council with respect to the Project's significant effects and mitigation measures are set forth in the DEIR, FEIR, and these Findings of Fact. The Summary of Findings does not attempt to reiterate the full analysis of each environmental impact contained in the DEIR and FEIR. The following sections provide a summary description of each potentially significant and significant impact, describes the applicable mitigation measures identified in the FEIR and adopted by the Judicial Council, and states the findings of the Judicial Council regarding the significance of each impact after imposition of the adopted mitigation measures. Please refer to the DEIR and the FEIR for more detail. The DEIR and the FEIR are herein incorporated by reference and the conclusions of the EIR are summarized in this document.

The Judicial Council hereby adopts and incorporates the analysis and explanation in the record into these findings, and adopts and incorporates in these findings the determinations and conclusions of the DEIR and FEIR relating to environmental impacts and mitigation measures, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings. In adopting these Findings, the Judicial Council finds that the EIR was presented to the decision-making body, that the Judicial Council reviewed and considered the information in the EIR prior to approving the proposed Project, and that the EIR reflects the independent judgment and analysis of the Judicial Council.

6.1 Findings Regarding EIR Errata and EIR Recirculation

CEQA Guidelines section 15088.5 requires a lead agency to recirculate an EIR when “significant new information” is added to the EIR after the lead agency gives public notice of the availability of the DEIR but before certification. “Information” may include project changes, changes to the environmental setting, or additional data or other information. The Guidelines do not consider new information to be significant unless the lead agency changes the EIR in a way that deprives the public of a meaningful opportunity to comment on a substantial adverse environmental effect or a feasible way to mitigate the impact that the agency or project proponent has declined to implement.

Section 15088.5 states “significant new information” requiring recirculation may include:

1. A new significant environmental impact that had not previously been disclosed in the DEIR would result from the project or from a new mitigation measure;
2. A substantial increase in the severity of an environmental impact that had already been identified unless mitigation measures would be adopted to reduce the impact to a level of insignificance;
3. A feasible project alternative or mitigation measure would considerably lessen the significant environmental impacts of the project, but the proponents will not adopt it; or
4. The DEIR was so inadequate and conclusory that meaningful public review and comment were precluded.

6.2 Revision to the EIR and Errata to FEIR

In response to comments from the public and other public agencies on the DEIR, the Judicial Council has incorporated minor changes into the FEIR, which are described in Chapter 3, "Errata." Minor changes are limited to revisions within two Chapters of the DEIR: (1) the Executive Summary, and (2) Chapter 4, "Environmental Setting, Impacts, and Mitigation Measures." Changes to the Executive Summary includes revisions to two entries in Table ES-1: Summary of Impacts and Mitigation Measures: (1) under the "Mitigation Measures" column for Impact 4.3-1 and (2) the "Significance after Mitigation" column for Impact 4.5-1. Changes to Chapter 4, "Environmental Setting, Impacts, and Mitigation Measures," include revisions to revise the wording of Mitigation Measure 4.3-1d as described in Section 4.3, "Biological Resources," so that instead of referencing a 250-foot non-disturbance buffer, the measure references the distances described in a new table, Table 4.3-4, Recommended Buffer Distances for Burrowing Owls, which includes distances in meters for a low-, medium-, and high-level of disturbance by time of year and distance from nesting site location. Additionally, changes to Section 4.9, "Transportation," include minor updates related to Monterey-Salinas Transit bus service operations. These changes do not change the analysis or conclusions presented in the DEIR. No significant new information has been added to the EIR since public notice was given of the availability of the DEIR. Therefore, recirculation of the EIR pursuant to CEQA Guidelines section 15088.5 is not required.

6.3 Findings Regarding Significant Environmental Impacts Mitigated to a Level of Less than Significant

The Judicial Council hereby finds that feasible mitigation measures have been identified in the DEIR, FEIR, and MMRP that will avoid or substantially lessen the following potentially significant environmental impacts to a less-than-significant level. The potentially significant impacts and the mitigation measures that will reduce them to a less-than-significant level are summarized in Table 5-1 below. Refer to the DEIR and the FEIR for more detail.

Table 6-1. Findings for Mitigated Impacts

Section Number and Name	Impact Number and Title	Pre-mitigation Impact Conclusion	Identified Mitigation Number	Finding	DEIR Pages for Reference
4.1 Aesthetics	4.1-2. Substantially damage scenic resources within a designated scenic highway.	Potentially significant	Mitigation Measure 4.1-3 Mitigation Measure 4.1-4	Finding: Changes or alterations have been required or incorporated into the Project which would avoid or substantially lessen potentially significant environmental effects associated with scenic resources within a highway eligible for designation. Implementation of Mitigation Measure 4.1-3 and 4.1-4 would reduce potentially significant impacts to the existing highway because trees at the Project site would be retained to the maximum extent feasible and maintained as directed in the Project's Forest Management Plan; and the Judicial Council would contribute to the establishment of a City park area that would facilitate preservation of existing mature trees west of the proposed Project site. Retained and established trees would screen views of the new courthouse from SR-1. Therefore, with implementation of mitigation, this impact would be less than significant.	4.1-16 to 4.1-17
4.3 Biological Resources	4.3-1. Adverse Effects on Special-Status Species.	Potentially significant	Mitigation Measure 4.3-1a Mitigation Measure 4.3-1b Mitigation Measure 4.3-1c Mitigation Measure 4.3-1d Mitigation Measure 4.3-1e Mitigation Measure 4.3-1f	Finding: Changes or alterations have been required or incorporated into the Project which would avoid or substantially lessen the potentially significant environmental effect associated with adverse effects on special-status species. Implementation of Mitigation Measure 4.3-1a would reduce potentially significant impacts on special-status species by requiring worker education and biological monitoring. Implementation of Mitigation Measure 4.3-1b would reduce potentially significant impacts on special status plants by requiring protocol-level surveys, and if found, preparation of a Special-status Mitigation Plan. Implementation of Mitigation Measure 4.3-1c would reduce potentially significant impacts to nesting birds by requiring that either tree and vegetation removal be conducted outside of the nesting season or require implementation of avoidance buffers for active bird nests and biological monitoring. Mitigation Measure 4.3-1d would reduce potentially significant impacts to burrowing owls by requiring pre-construction surveys for burrowing owls, and if found, implementation of avoidance buffers during the	4.3-18 to 4.3-23

Section Number and Name	Impact Number and Title	Pre-mitigation Impact Conclusion	Identified Mitigation Number	Finding	DEIR Pages for Reference
				nesting season. Implementation of Mitigation Measure 4.3-1e would reduce potentially significant impacts on special-status bat species by requiring that tree removal be scheduled to occur outside of the wintering hibernation period. Implementation of Mitigation Measure 4.3-1f would reduce potentially significant impacts to Smith's blue butterfly by requiring pre-construction surveys, and if found, salvage of plants. Therefore, with implementation of mitigation measures, this impact would be less than significant .	
4.4 Cultural Resources	4.4-2. Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5.	Potentially significant	Mitigation Measure 4.4-2	Finding: Changes or alterations have been required or incorporated into the Project which would avoid or substantially lessen potentially significant environmental effects associated with archaeological resources. Implementation of Mitigation Measure 4.4-2 would reduce potentially significant impacts to archaeological resources by requiring coordination with the appropriate federal, state, and local agency(ies), to avoid, preserve in place, move, record, or otherwise treat discovered archeological resources appropriately. Therefore, with implementation of mitigation, this impact would be less than significant .	4.4-6 to 4.4-8
4.4 Cultural Resources	4.4-3. Disturb any human remains, including those interred outside of dedicated cemeteries.	Potentially significant	Mitigation Measure 4.4-3	Finding: Changes or alterations have been required or incorporated into the Project which would avoid or substantially lessen potentially significant environmental effects associated with the disturbance of previously undiscovered human remains. Implementation of Mitigation Measure 4.4-3, requiring compliance with the California Health and Safety Code and the California Public Resources Code, would reduce the potential for impacts on previously undiscovered human remains. Therefore, with implementation of mitigation, this impact would be less than significant .	4.4-8

Section Number and Name	Impact Number and Title	Pre-mitigation Impact Conclusion	Identified Mitigation Number	Finding	DEIR Pages for Reference
4.6 Hazards and Hazardous Materials	4.6-2. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.	Potentially significant	Mitigation Measure 4.6-2	Finding: Changes or alterations have been required in or incorporated into the Project which would avoid or substantially lessen the potentially significant environmental effect associated with hazard to the public or the environment. Implementation of Mitigation Measure 4.6-2 would reduce potentially significant impacts related to public or environmental hazards because previously undiscovered hazardous substances, if found, would be removed and properly disposed of by a licensed contractor in accordance with federal and State regulations and a Health and Safety Plan (HASP) would be prepared and implemented. Therefore, with implementation of mitigation, this impact would be less than significant.	4.6-10 to 4.6-12
4.7 Hydrology and Water Quality	4.7-4. Substantially alter drainage patterns or add impervious surfaces that would exceed storm drainage systems, provide substantial additional sources of polluted runoff, or result in increased flooding.	Potentially significant	Mitigation Measure 4.7-4	Finding: Changes or alterations have been required in or incorporated into the Project which would avoid or substantially lessen the potentially significant environmental effect associated with drainage patterns or impervious surfaces that would exceed storm drainage systems. Implementation of Mitigation Measure 4.7-4 would reduce potentially significant impacts related to stormwater drainage, sources of polluted runoff, and flooding because a hydrologic study would be performed to determine the sizing, type, number, and location of appropriate stormwater detention/water quality treatment features and a Stormwater Control Plan would be prepared and implemented. Therefore, with implementation of mitigation, this impact would be less than significant.	4.7-16 to 4.7-18
4.8 Noise and Vibration	4.8-1. Short-term noise levels from construction activities.	Potentially significant	Mitigation Measure 4.8-1	Finding: Changes or alterations have been required in or incorporated into the Project which would avoid or substantially lessen the potentially significant environmental effect associated with short-term noise levels from construction activities. Implementation of Mitigation Measure 4.8-1 would reduce potentially significant impacts on short-term noise levels from construction activities because the use of noise-suppression devices would provide at least a 3 decibel (dB) reduction in	4.8-19 to 4.8-22

Section Number and Name	Impact Number and Title	Pre-mitigation Impact Conclusion	Identified Mitigation Number	Finding	DEIR Pages for Reference
				noise and is based on a conservative assumption of all equipment operating at the same location and at the same time. Therefore, with implementation of mitigation, this impact would be less than significant .	
4.9 Transportation	4.9-3. The Project would not substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).	Potentially significant	Mitigation Measure 4.9-3	Finding: Changes or alterations have been required in or incorporated into the Project to avoid or substantially lessen the potentially significant environmental effect associated with increased hazards due to a geometric design feature or incompatible uses. Implementation of Mitigation Measure 4.9-3 would reduce potentially significant impacts related to transportation hazards by requiring tree trimming and the management of vegetation to allow for adequate stopping sight distance along Divarty Street. Therefore, with implementation of mitigation, this impact would be less than significant .	4.9-15 to 4.9-16
4.10 Tribal Cultural Resources	4.10-1. Cause a substantial adverse change in the significance of a tribal cultural resource.	Potentially significant	Mitigation Measure 4.10-1	Finding: Changes or alterations have been required in or incorporated into the Project which would avoid or substantially lessen the potentially significant environmental effect associated with substantial adverse change in the significance of a tribal cultural resource. Although there are no tribal cultural resources, historical resources, or unique archaeological resources known to exist within the proposed Project site or a 0.25-mile radius from the site, implementation of Mitigation Measure 4.10-1 would reduce potentially significant impacts to unanticipated tribal cultural resources through the implementation of tribal cultural resources discovery protocols. Therefore, with implementation of mitigation, this impact would be less than significant .	4.10-8 to 4.10-9

Section Number and Name	Impact Number and Title	Pre-mitigation Impact Conclusion	Identified Mitigation Number	Finding	DEIR Pages for Reference
4.10 Tribal Cultural Resources	4.10-2: Disturb any human remains, including those interred outside of dedicated cemeteries.	Potentially significant	Mitigation Measure 4.10-2	Finding: Changes or alterations have been required in or incorporated into the Project which would avoid or substantially lessen the potentially significant environmental effect associated with disturbing any human remains. Implementation of Mitigation Measure 4.10-2 would reduce potentially significant impacts to human remains by ensuring that in the unlikely event that human remains are encountered during construction, remains would be treated in an appropriate manner, as required under CEQA and other applicable laws and regulations, and a most likely descendant (MLD) would be consulted. Therefore, with implementation of mitigation, this impact would be less than significant.	4.10-9 to 4.10-10

6.4 Findings Regarding Environmental Impacts Not Fully Mitigated to a Level of Less than Significant

While the mitigation measures imposed would substantially lessen each impact, due to the economic, legal, social, technological, and other considerations summarized below and detailed in the DEIR and FEIR, the following significant environmental impacts of the proposed Project are unavoidable and cannot be mitigated in a manner that would reduce the environmental impact to that of a less-than-significant level.

The Judicial Council finds that the Project's environmental, economic, social, and other benefits outweigh and override the significant adverse impact related to change in the environment. The Judicial Council hereby elects to approve the Project due to overriding considerations as set forth in Section 7 of this document, "Statement of Overriding Considerations."

Table 6-2. Findings for Significant and Unavoidable Impacts

Section Number and Name	Impact Number and Title	Pre-mitigation Impact Conclusion	Identified Mitigation Number	Finding	DEIR Pages for Reference
4.1 Aesthetics	4.1-1. Substantially degrade the existing visual character or conflict with applicable zoning and other regulations governing scenic quality.	Significant	Mitigation Measure 4.1-1 Mitigation Measure 4.1-2	Finding: Based on the analysis contained within the DEIR and FEIR, other considerations in the record, and the impact evaluation criteria, the Judicial Council finds that although reasonable people can disagree as to whether a change from open space to a well-designed building represents a degradation of visual character or quality, a conservative approach has been taken to acknowledge that even with implementation of sound design principals embodied in the Judicial Council's Facilities Standards, some viewers would consider the change from existing open space to a proposed courthouse and parking to represent an impact associated with degradation of the existing visual character and quality that is significant. Mitigation Measure 4.1-1 would reduce the Project's impact because trees at the Project site would be retained to the maximum extent feasible and maintained in accordance with recommendations provided in the Tree Resource Assessment Forest Management Plan related to tree removal and re-planting, best management practices, tree protection standards, and tree pruning guidelines. Mitigation Measure 4.1-2 would require that the Judicial Council make a one-time fee payment to the City of Seaside for City development of a park area immediately adjacent to, and west of the Project site, facilitating the preservation of existing mature trees. Even with implementation of Mitigation Measures 4.1-1 and 4.1-2, because of the change of the site from open space to a developed site with a building and parking, the Project would represent a substantial change in the visual character of the Project site as viewed from surrounding key viewsheds.. There is no additional feasible mitigation. The impact is considered significant and unavoidable.	4.1-12 to 4.1-16
4.9 Transportation	4.9-2. Consistency with CEQA Guidelines Section 15064.3(b) (VMT).	Significant	Mitigation Measure 4.9-2	Finding: Based on the analysis contained within the DEIR and FEIR, other considerations in the record, and the impact evaluation criteria, the Judicial Council finds that the proposed Project is consistent with the intent of SB 743 (which addresses vehicular travel demand or 'VMT') to promote infill development and public health through active transportation and there is no impact related to GHG emissions. Mitigation imposed on the proposed Project includes offering and promoting telecommuting and alternative work schedules that would allow employees that choose to drive to work to avoid that drive on some days. Mitigation also includes the inclusion of end-of-trip facilities (showers, lockers, etc. for cyclists), which helps to encourage	4.9-12 to 4.9-15

Section Number and Name	Impact Number and Title	Pre-mitigation Impact Conclusion	Identified Mitigation Number	Finding	DEIR Pages for Reference
				employees to commute via bicycle. These measures are anticipated to reduce employee related VMT by approximately one to ten percent. The proposed Project would not create new activities, operations, services, or employment, but would involve shifting some activities and operations from locations that are currently more VMT efficient compared to the proposed Project area today, but are anticipated to become less VMT efficient compared to the Project area by 2045. Virtual service opportunities are anticipated to further reduce VMT, but there is not sufficient data at this time to support a quantified estimate of VMT reduction benefits of electronic filing, remote access to legal information, and other online and virtual programs. Therefore, the impact associated with Consistency with CEQA Guidelines Section 15064.3(b) (VMT) is significant. Implementation of Mitigation Measure 4.9-2, Implement Mitigation Measure 4.5-1b, would require travel demand reduction measures including, at a minimum, telecommuting and alternative work schedules and the incorporation of end-of-trip facilities (i.e., showers, lockers, and similar features, for cyclists) as part of Project design and implementation. While travel demand reduction measures may reduce the potential for impacts resulting from employee-related vehicle miles traveled (VMT), these measures would not influence the VMT associated with visitor trips to the Project site over which the Judicial Council exercises relatively less influence. There is no additional feasible mitigation. The impact is considered significant and unavoidable.	

6.5 Findings Regarding Cumulative Impacts

The DEIR determined that the proposed Project would cause significant cumulative impacts on aesthetics, air quality, biological resources, cultural resources, greenhouse gas, and transportation. However, the DEIR determined that with mitigation measures (discussed above), the Project's impacts to air quality, biological resources, cultural resources, and transportation would be less than cumulatively considerable. Accordingly, for air quality, biological resources, cultural resources, and transportation, the Judicial Council finds that changes or alterations have been required in, or incorporated into, the proposed Project that would avoid or substantially lessen the significant cumulative impact on these resources.

For aesthetics, as determined in the DEIR, proposed development to the north and south of the proposed Project site would result in significant impacts related to degradation of visual character. As discussed above in Section 5.5, implementation of Mitigation Measures 4.1-1 and 4.1-2 would reduce the proposed Project's impacts related to degradation of visual character, but not to a less-than-significant level. Because no other feasible mitigation measures are available, the proposed Project would result in a cumulatively considerable contribution to this significant cumulative impact. There is no feasible mitigation to reduce the Project's contribution to this significant cumulative impact. The impact would be significant and unavoidable.

For greenhouse gas emissions, as determined in the DEIR, implementation of the proposed Project could result in the generation of greenhouse gas (GHG) emissions at a level that may have a significant impact on the environment and conflict with State GHG emission targets adopted for the purpose of reducing the emissions of GHGs. While implementation of mitigation measures would reduce the generation of long-term operational GHG emissions, as well as align the Project's long-term operations with the actions for new commercial development, these mitigation measures would not reduce Project emissions to a level consistent with the State GHG efficiency threshold for 2050. Therefore, the proposed Project would result in a substantial contribution to the significant impact of climate change. There is no additional feasible mitigation. This impact is cumulatively considerable and unavoidable with the implementation of mitigation.

Please refer to Section 4.5, "Greenhouse Gas," Chapter 5 ["Cumulative Impacts"] and Chapter 6 ["Other CEQA Considerations"] of the DEIR for a comprehensive discussion of cumulative impacts.

6.6 Mitigation Monitoring

A Mitigation Monitoring and Reporting Program (MMRP) was prepared for the proposed Project (see Public Resources Code section 21081.6, subd. (a)(1); CEQA Guidelines section 15097). The Judicial Council will use the MMRP to track compliance with project mitigation measures. The MMRP will remain available for public review during the compliance period.

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7. Project Alternatives

Where a lead agency has determined that, even after the adoption of all feasible mitigation measures, a project as proposed will still cause one or more significant environmental effects that cannot be substantially lessened or avoided, the agency, prior to approving the project as mitigated, must first determine, with respect to such impacts, whether there remain any project alternatives that are both environmentally superior and feasible within the meaning of CEQA.

As noted under the heading “Findings Required under CEQA,” an alternative may be “infeasible” if it fails to achieve the lead agency’s underlying goals and objectives with respect to the project. Thus, “‘feasibility’ under CEQA encompasses ‘desirability’ to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors” of a project (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 401, 417). Whether to reject or approve any of the alternatives is a decision only for the decisionmakers. (*California Native Plant Society v. City of Santa Cruz* (2009) 177 Cal.App.4th 957, 980–981.) They may reject alternatives that are undesirable from a policy standpoint. (*Id.* at p. 1001.)

7.1 Alternatives Considered But Ultimately Rejected

The EIR must examine in detail only those alternatives that the lead agency determines could feasibly attain most of the basic project objectives, taking into account factors that include site suitability; economic viability; availability of infrastructure; general plan consistency; other plans or regulatory limitations; jurisdictional boundaries; control or access to alternative sites (CEQA Guidelines section 15126.6(f)). The following alternative courthouse locations were considered but ultimately dismissed from further consideration. For details of the rationale as to why these locations were dismissed from further consideration refer to Chapter 7, “Alternatives analysis,” of the DEIR (pages 7-3 to 7-5):

- ▶ Transportation Agency for Monterey County (TAMC) Property
- ▶ The Dunes Site
- ▶ General Jim Moore Boulevard Site
- ▶ Alternate Locations Within the Main Gate Property
- ▶ 2200 Garden Road Site
- ▶ Single Courtroom Courthouse Location

7.2 Alternatives Considered in the EIR

The DEIR evaluated the No Project Alternative and two other alternatives to the proposed Project: Alternative 1, Renovation of Existing Courthouses; and Alternative 2, Reduced New Courthouse Size and Partial Renovation of Existing Facilities.

The No Project Alternative (as described on page 7-6 of the DEIR) proposes that courthouse services remain in their current buildings without any seismic or facility upgrades. As part of the No Project Alternative evaluation, it is assumed that if the proposed Project is not developed, the Project site could be transformed according to the City of Seaside 2010 Project at Main Gate Specific Plan, which suggests the development of a paved parking lot and urban landscaping to accommodate a nine-story hotel and spa in the southern portion of the site and extending into an adjacent parcel. The purpose of the No Project Alternative is to allow decision makers to compare the impacts of approving the proposed Project with the impacts of not approving the proposed Project. CEQA Guidelines section 15126.6(e) requires consideration of a No Project Alternative that represents the existing conditions, as well as what would reasonably be expected to occur in the foreseeable future if the project were not approved. The No Project Alternative does not meet the basic project objectives.

Alternative 1 (Renovation of Existing Courthouses) (as described on pages 7-6 to 7-8 of the DEIR), involves renovating and reconfiguring the Monterey Courthouse, Juvenile Courthouse, and Gabilan Annex to address their respective deficiencies. Alternative 1 focuses on upgrading the Monterey Courthouse's and Juvenile Courthouse's infrastructure, replacing or upgrading aging components to meet current standards, and correction of seismic deficiencies. Renovation of the Gabilan Annex is not considered under Alternative 1 due to space limitations and constraints. Because renovation projects would impact existing court services and county operations, Alternative 1 assumes the requirement of temporary swing space, or space that would temporarily house court operations and services during construction. Alternative 1 aims to reduce the significant impacts of the proposed Project, but it would not fully achieve objectives such as improving public access to justice, consolidating operations, relieving court space shortfalls, or optimizing the use of other county court facilities.

Alternative 2 (Reduced New Courthouse Size and Partial Renovation of Existing Facilities) (as described on page 7-8 of the DEIR) would involve reducing the size of the new courthouse and parking lot, as compared to the proposed Project, such that it would replace only the existing Monterey Courthouse (e.g., five courtrooms which support eight judicial officers). Alternative 2 would not replace or consolidate services presently located at the Gabilan Annex, the Marina Courthouse (child support caseload), the Salinas Courthouse (juvenile dependency case load), or the Juvenile Courthouse. Instead, the Juvenile Courthouse would be renovated. Similar to Alternative 1, renovation of the Gabilan Annex is not considered due to space limitations and constraints. The main intention of Alternative 2 is to reduce the height of the courthouse from three stories (60 feet) to two stories (44 feet). This reduction aims to minimize the impact on aesthetic resources. Additionally, the smaller courthouse would slightly reduce the required parking, reducing impacts to aesthetic resources associated with the conversion of the undeveloped site to a developed use.

7.3 Findings

As discussed on page 7-30 of the DEIR, from the alternatives evaluated in this EIR, Alternative 2 (Reduced New Courthouse Size and Partial Renovation of Existing Facilities Alternative) is the environmentally superior alternative, reducing adverse impacts to aesthetics, long-term operational emissions (air quality), transportation, and energy. These reductions are generally attributed to the reduction in size of the new courthouse under Alternative 2, specifically the reduction of the courthouse height. As compared to the proposed Project, Alternative 2 would result in greater impacts to geology, soils, and paleontological resources, and impacts related to noise. All other environmental resource topic areas were determined to have a similar level of impact, as compared to the proposed.

Generally, the No Project Alternative would result in similar or greater impacts as compared to the proposed Project, including potentially increased impacts to aesthetics, air quality, energy, greenhouse gas emissions, hydrology and water quality, noise, public services, and utilities.

Alternative 1 was determined to result in some increases and some reduction of impacts, as compared to the proposed Project. Specifically, reduction of impacts to aesthetic resources and biological resources, and increase of impacts to energy; geology, soils, and paleontological resources; and construction-related noise. All other environmental resource topic areas were determined to have a similar level of impact, as compared to the proposed Project. Alternative 1 would not fully achieve objectives such as improving public access to justice, consolidating operations, relieving court space shortfalls, or optimizing the use of other county court facilities, and therefore is rejected as infeasible.

While Alternative 2 is the environmentally superior alternative, this alternative would not meet objectives related to improving the public's access to justice, enhancing public service and courthouse operational efficiency by consolidating family law and civil operations, relieving current court space shortfalls and overcrowding, replacing operations at non-State-owned facilities, consolidating case load types, or optimizing the use of other Monterey County court facilities. Based on impacts identified in the EIR and throughout this findings document, the Judicial Council finds that the proposed Project is the most feasible and appropriate, finds that the proposed Project best meets the objectives, and rejects the other alternatives, including Alternative 2, and other combinations and/or variations of alternatives as infeasible.

8. Statement of Overriding Considerations

Pursuant to section 21081 of the California Public Resources Code and section 15093 of the CEQA Guidelines, the Judicial Council adopts and makes the following statement of overriding considerations regarding the remaining significant unavoidable impacts of the Project, as discussed above, and the anticipated economic, social, and other benefits of the Project.

The Judicial Council finds and determines that (1) the majority of the significant impacts of the Project will be reduced to acceptable levels by implementation of the mitigation measures recommended in these findings; (2) the Judicial Council's approval of the Project, as proposed, will result in certain significant adverse environmental effects that cannot be avoided or reduced to a less-than-significant level even with the incorporation of all feasible mitigation measures into the Project; and (3) there are no other feasible mitigation measures or feasible project alternatives that will further mitigate, avoid, or reduce to a less-than-significant level the remaining significant environmental effects.

In light of the environmental, social, economic, and other considerations identified in the findings for the Project, and the considerations set forth below related to this Project, the Judicial Council chooses to approve the Project because the economic, social, equitable, environmental, and other benefits resulting from the Project substantially outweigh the project's significant and unavoidable adverse environmental effects.

The following statements identify the reasons why, in the Judicial Council's judgment, the benefits of the Project outweigh the significant and unavoidable effects. The substantial evidence supporting the enumerated benefits of the Project can be found in the preceding findings, which are herein incorporated by reference; in the Project itself; and in the record of proceedings, as defined in Section 4 of this document. Each of the overriding considerations set forth below constitutes a separate and independent ground for finding that the benefits of the project outweigh its significant adverse environmental effects and is an overriding consideration warranting approval.

The Judicial Council finds that the Project will provide reliable and equitable access to justice, as well as the following economic, social, and environmental benefits. The proposed Project best fulfills the Project objectives in the following manner:

- ▶ **The proposed Project will provide a new, modern and secure courthouse, replacing operations at three antiquated non-State-owned facilities.** Replacing inadequate and obsolete buildings with a new, modern, and secure courthouse will create a safer environment for judges, court personnel, and the general public. The new courthouse will relieve the current space shortfall, increase access to justice and court services, improve security, accessibility and safety, and provide a more functional working environment for judges and court personnel. The new courthouse will adhere to the latest Trial Court Facilities Standards and safety guidelines and create an environment that ensures that judges, court personnel, and the public have access to a facility equipped with modern amenities, advanced security systems, and state-of-the-art technology.
- ▶ **The proposed Project will replace the Monterey Courthouse, which is rated as a Federal Emergency Management Agency (FEMA) P-154-rated Very-High-Risk seismically deficient building.** This rating indicates that the building is at a high risk of sustaining significant damage or collapse in the event of an earthquake. The proposed Project addresses the safety concerns associated with the current building's seismic deficiencies by replacing the Monterey Courthouse with a new facility. The new courthouse will be designed and constructed to meet modern seismic standards, ensuring the safety and well-being of the public and all building occupants during seismic events. This replacement

ensures that court operations can continue uninterrupted even in the face of natural disasters, safeguarding the judicial process and protecting the lives of those utilizing the courthouse.

- ▶ **The proposed Project will avoid future deferred maintenance expenditures associated with the ongoing use of older facilities.** By constructing a new courthouse, the proposed Project vacates three non-state-owned aging facilities and eliminates the need for continued investment in the maintenance and upkeep of these older facilities. The new facility will be built with modern materials and construction techniques, reducing the need for frequent repairs and minimizing long-term maintenance costs. This proactive approach avoids future deferred maintenance expenditures and the possibility of having to undertake a \$68 million seismic retrofit and renovation of the Monterey Courthouse, allowing resources to be allocated more effectively towards supporting the core functions of the judiciary and providing improved court services to the public.
- ▶ **The proposed Project will consolidate case load types and optimize the use of other court facilities within Monterey County.** The proposed Project aims to consolidate case load types, bringing together similar types of court operations under one roof. This consolidation allows for more efficient use of resources, streamlines processes, and optimizes the allocation of court facilities within Monterey County. By centralizing family law, probate, and civil operations in the new courthouse, the proposed Project enhances operational efficiency, reduces duplication of services, and improves coordination among court functions. This consolidation also opens up opportunities to repurpose existing court facilities, such as the Salinas Courthouse and the Marina Courthouse, to similarly consolidate court operations or support services within each. By optimizing the use of court facilities, the proposed Project maximizes the available space, reduces operational costs, and enhances the overall effectiveness of the judicial system in serving the community.

9. References

This Findings of Fact and Statement of Overriding Considerations document includes all references used in Chapter 8, "References," of the DEIR and Chapter 4, "References," of the FEIR.

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MEMORANDUM

Date: September 15, 2023

From: Andrew Myrick, Economic Development and Community Planning Manager

To: Sheri Damon, City Attorney

RE: Fort Ord Courthouse Project – Specific Plan Consistency

Acting as the Zoning Administrator of the City of Seaside, I have reviewed the New Fort Ord Courthouse Project and determined that its proposed uses are of the same general character of those uses listed in the land use matrix in the Main Gate Specific Plan (Table 4-1), and therefore permissible. The Judicial Council reached the same conclusion in its Environmental Impact Report. (New Fort Ord Courthouse Project EIR, pp. 3.4-3 and 4.1-15 [State Clearinghouse No. 2022070304].)

The New Fort Ord Courthouse Project is described as including courtrooms, chambers, a central holding, jury assembly, and self-help and support areas along with approximately 280 surface parking spaces partially covered with solar power generation capability. (New Fort Ord Courthouse Project, EIR, Section 2.3 [State Clearinghouse No. 2022070304].) As discussed in the associated City Council Staff Report and City Council Resolution No. 19-39, studies have documented that courthouses are economic development catalysts, with one study documenting cities that have courthouses have twenty-five percent more professional, technical and scientific businesses, and twenty-six percent more education, healthcare and social assistance related businesses within proximity to a county courthouse than cities that do not have a county courthouse.

Courthouses are not specifically identified as a use within Table 4-1 of the Main Gate Specific Plan (also referenced as the “Main Gate SP Zone”). However, Section 4.2 of the Main Gate Specific Plan states that “Uses not specifically listed in the Land Use Matrix may be considered by the Zoning Administrator ... if determined to be of the same general character of those uses listed in the matrix for specific projects in the Main Gate SP Zone.”

The Main Gate Specific Plan allows numerous uses, including but not limited to (1) Business Support Services (2) Library/museum; (3) Meeting Facility (public or private); (4) Office – Accessory to primary retail use; (5) Public Safety Facility; (6) Parking facility (public or commercial). The Courthouse Project includes courtrooms, chambers, a central holding, jury assembly and self-help and support areas and these uses are of the same general character of all of these Specific Plan uses. For example, courtrooms, chambers, holding, jury assembly and support areas operate similar to public meeting facilities, libraries, museums, and public safety facilities. Courtroom chambers also operate similar to office space, in that they provide a space for judges and staff to research and prepare for court. Parking facilities are expressly allowed within the

Specific Plan, and solar is not regulated by the City under its "land use" regulations, but is nevertheless contemplated in the Specific Plan. More specifically, the Specific Plan states that "solar power lights are encouraged" and "encourages the use of solar arrays or other types of solar based energy generation." (Main Gate Specific Plan, pp. 5-29, 5-46.)

The Fort Ord Courthouse Project is also consistent with the Plan's objective "[t]o further the broader economic development and redevelopment goals of the City of Seaside, including a better jobs/housing balance" because the Courthouse would directly provide many high quality jobs in the area, and would spur economic development, as discussed above.

Main Gate Specific Plan Figures 2-1 and 2-2 identify potential structures on the Project Site (northeast corner) as "Hotel and Amenities" and a "restaurant." However, these Figures are not regulatory in nature (i.e. these are not zoning/land use maps). Instead, these Figures are described as a "Concept Site Plan – Alternative A" and "Concept Site Plan – Alternative B." These "illustrative" Concept Site Plans serve to "illustrate the general distribution and type of land uses with project area. ... Land uses, building footprint and area calculations are based upon planning concepts and potential tenants as assumed by the developer at [that] time."

Nevertheless, the New Courthouse Project uses are of the same general character of those uses listed in the land use matrix in the Main Gate Specific Plan for "Hotel and Amenities" and "Restaurant." The Specific Plan's permissible uses for Hotels and Amenities include "conference/convention facility," "meeting facility, public or private," and "public safety facility." The Courthouse Project includes courtrooms, chambers, a central holding, jury assembly and self-help and support areas. Courtrooms, chambers, holding, jury assembly and support areas operate similar to public meeting facilities, public safety facilities, and conference centers.

This is not intended to be an exhaustive list, and the Courthouse Project may also be of the same general character of the other permissible uses within the Main Gate Specific Plan. Each reason described above independently supports the conclusion that the New Courthouse project is of the same general character of the uses listed in the land use matrix in the Main Gate Specific Plan (Table 4-1), and therefore permissible.