



A G E N D A

CITY OF SEASIDE
CITY COUNCIL

SPECIAL MEETING
Council Chamber
440 Harcourt Avenue
Thursday, March 17, 2016
7:00 PM

PLEASE TURN OFF YOUR CELL PHONES UPON ENTERING THE MEETING

1. **CALL TO ORDER**

2. **ROLL CALL – ESTABLISHMENT OF QUORUM**

Ralph Rubio	Mayor
Ian N. Oglesby	Mayor Pro Tem
Dennis J. Alexander	Council Member
Jason Campbell	Council Member
David R. Pacheco	Council 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 COMMENTS**

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 minutes. Public 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. PRESENT PROCLAMATION PROCLAIMING MARCH 2016 AS AMERICAN RED CROSS MONTH IN THE CITY OF SEASIDE

PURPOSE: To proclaim March 2016 as American Red Cross Month in the City of Seaside and acknowledging the "Everyday Heroes", those that reach out and help people in need during times of crisis and disaster.

RECOMMENDATION: That the City proclaim March 2016 as American Red Cross month in the City of Seaside and encourage all residents in Seaside to support this organization and its noble humanitarian mission.

B. RECEIVE A PRESENTATION REGARDING UPCOMING COMMUNITY OUTREACH EFFORTS FOR THE GENERAL PLAN UPDATE

PURPOSE: The purpose of this presentation is to update the City Council on the public participation and outreach activities to be conducted in Seaside as part of the General Plan Update and EIR process.

RECOMMENDATION: It is recommended that the City Council receive the presentation and provide directions to staff as appropriate.

8. CONSENT CALENDAR

The Consent Calendar includes routine items that can be approved with a single motion and vote. A member of the City Council or a member of the public may request that any time be pulled from the Consent Calendar for separate consideration.

A. APPROVE THE MINUTES OF MARCH 3, 2016 REGULAR MEETING

RECOMMENDATION: It is recommended that the minutes be reviewed and approved.

B. APPROVE AND FILE CITY CHECKS

PURPOSE: It is requested that the City Council approve and file the accounts payable and wired payments made during the period of February 23, 2016 through March 7, 2016. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of March 3, 2016. Total Account Payable and Payroll for the above referenced period is \$1,373,199.62.

RECOMMENDATION: It is recommended that the City Council approve and file the attached checks.

C. REVIEW AND CONSIDER APPROVAL OF A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE PONY BASEBALL AND SOFTBALL LEAGUE

PURPOSE: The purpose of this agenda item is for the City Council to consider a request for \$3,000.00 (Three Thousand Dollars) from Seaside Pony Baseball and Softball for a donation from the Mayor's Youth Fund to help cover the costs of managing the league.

RECOMMENDATION: Staff recommends that the City Council approve the request.

**D. REVIEW AND CONSIDER APPROVAL OF MAYOR'S YOUTH FUND
CONTRIBUTION REQUEST FROM CENTRAL COAST HIGH SCHOOL**

PURPOSE: The purpose of this agenda item is for the City Council to consider a Two Thousand Four Hundred Dollar (\$2,400) request from Central Coast High School for a donation from the Mayor's Youth Fund.

RECOMMENDATION: It is recommended that the City Council approve the request.

**E. CONSIDER CONTRIBUTION REQUEST FROM MAYOR'S YOUTH FUND FOR
SEASIDE HIGH SCHOOL SWIM TEAM**

PURPOSE: The purpose of this agenda item is for the City Council to consider a Three Thousand Dollars (\$3,000.00) request from Seaside High School Swim Team for a donation from the Mayor's Youth Fund.

RECOMMENDATION: It is recommended that the City council approve the request.

**F. REVIEW AND CONSIDER APPROVAL OF CONTRIBUTION REQUEST FROM
MAYOR'S YOUTH FUND FOR SEASIDE HIGH SCHOOL BOYS BASKETBALL**

PURPOSE: The purpose of this agenda item is for the City Council to consider a Three Thousand Dollar (\$3,000) request from Seaside High School Basketball Team for a donation from the Mayor's Youth Fund.

RECOMMENDATION: It is recommended that the City Council approve the request.

**G. APPROVE REQUEST FOR CO-SPONSORSHIP AND FEE WAIVER FOR 2016
CINCO DE MAYO CELEBRATION BY THE LEAGUE OF UNITED LATIN
AMERICAN CITIZENS IN THE AMOUNT OF \$3,630.00 (THREE THOUSAND
SIX HUNDRED AND THIRTY DOLLARS)**

PURPOSE: The purpose of this item is for the City Council to approve a request from the League of United Latin American Citizens (LULAC) for co-sponsorship and to waive fees in the amount of \$3,630.00 (Three Thousand Six Hundred and Thirty Dollars) associated with the Celebration of Cinco de Mayo to be held on May 1, 2016 at Seaside City Hall lawn.

RECOMMENDATION: Staff recommends the City Council approve the co-sponsorship and fee waiver in the amount of \$3,630.00 (Three Thousand Six Hundred and Thirty Dollars.)

H. RESOLUTION AUTHORIZING STAFF TO SEEK 2016-2018 BOARD OF STATE AND COMMUNITY CORRECTIONS GRANT FUNDS FOR STRENGTHENING POLICE-COMMUNITY RELATIONSHIPS.

PURPOSE: The purpose of this item is to have the City Council approve a resolution authorizing staff to seek 2016-2018 Board of State and Community Corrections (BSCC) grant funds for strengthening police-community relationships.

RECOMMENDATION: It is recommended that the City Council adopt a resolution authorizing staff to seek 2016-2018 BSCC grant funds for strengthening police-community relationships, and authorize the City Manager to execute the grant application.

I. AUTHORIZE THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN A REGIONAL ASSISTANCE TO FIREFIGHTERS GRANT APPLICATION FOR THE PURCHASE OF MOBILE AND PORTABLE RADIOS FOR THE FIRE AND PUBLIC WORKS DEPARTMENTS WITH MATCHING FUNDS OF \$63,296.00.

PURPOSE: The purpose of this item is to authorize the City Manager to sign a memorandum of understanding between the City of Seaside and the Cities of Monterey and Marina (host agencies) and the City of Seaside (host agency) and the balance of the Monterey County fire agencies for the participation in the application for (3) Regional Assistance to Firefighters Grants for the purchase of replacement mobile and portable radios for the fire and public works departments.

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to sign a memorandum of understanding between the City of Seaside and the Cities of Monterey and Marina (host agencies) and the City of Seaside (host agency) and the balance of the Monterey County fire agencies for the participation in the application for (3) Regional Assistance to Firefighters Grants for the purchase of replacement mobile and portable radios for the fire and public works departments.

J. RESOLUTION APPROVING DELEGATION OF AUTHORITY FOR EXECUTING CERTAIN DOCUMENTS FOR SUBMISSION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION IN SUPPORT OF SECURING GRANT FUNDS

PURPOSE: The purpose of this item is to have the City Council approve the delegation of authority for executing certain documents for submission to the California Department of Transportation.

RECOMMENDATION: It is recommended that the City Council adopt a resolution delegating authority to the City Manager, the Deputy City Manager Resource Management Services, and the City Engineer/Public Works Services Manager to execute certain documents for submission to the California Department of Transportation in support of securing grant funds.

K. RESOLUTION APPROVING THE FIRE PROTECTION AGREEMENT BETWEEN THE CITY OF DEL REY OAKS AND THE CITY OF SEASIDE FOR THE PERIOD OF JULY 1, 2016 TO JUNE 30, 2019.

PURPOSE: The purpose of this item is to provide the City Council an opportunity to review, discuss and consider approval of a resolution authorizing the City Manager to enter into an additional three year agreement for fire protection services with the City of Del Rey Oaks at \$195,000 in Fiscal Years 2016-17, 2017-18 and 2018-19.

RECOMMENDATION: It is recommended that the City Council approve the attached resolution authorizing the City Manager to enter into an additional three year agreement for fire protection services with the City of Del Rey Oaks.

L. STATEMENT OF CONSISTENCY OF HOUSING AUTHORITY OF THE COUNTY OF MONTEREY ANNUAL PLAN WITH THE CITY OF SEASIDE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FIVE YEAR CONSOLIDATED PLAN (2015-2020)

PURPOSE: The purpose of this item is for the City Council to consider adoption of a resolution finding that the Housing Authority of the County of Monterey's (HACM) 2016 Annual Plan is consistent with the City's Five Year Consolidated Plan (2015-2020). A Statement of Consistency is required as part of HACM's submission of its Annual Plan to the U.S. Department of Housing and Urban Development (HUD).

RECOMMENDATION: It is recommended that the City Council adopt a resolution finding HACM's 2016 Action Plan to be consistent with the city's CDBG Consolidated Plan and authorizing the City Manager to execute a Statement of Consistency for submission to HUD.

9. PUBLIC HEARING

A. HOLD A PUBLIC HEARING AND CONSIDER ADOPTING THE RESOLUTION APPROVING SUBSTANTIAL AMENDMENT #1 OF THE 2015-2016 ANNUAL ACTION PLAN UNDER THE CITY OF SEASIDE'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)

PURPOSE: The purpose of this item is to hold a public hearing and to consider the adoption of the Substantial Amendment #1 re-allocating \$159,216 CDBG funding previously allocated for 2015-2016 for the Seaside Library roof replacement to additional ADA accessibility improvements at the Seaside Library as required by the US Department of Housing and Urban Development (HUD).

RECOMMENDATION: It is recommended that the City Council hold a public hearing; consider public input regarding the Substantial Revision; and consider adopting the resolution approving the Substantial Revision to the 2015-2016 Annual Action Plan.

10. BUSINESS ITEMS

A. RESOLUTION AMENDING THE 2015-2016 CAPITAL IMPROVEMENT PROGRAM TO INCLUDE SEVERAL PROJECTS TO BE FUNDED BY GENERAL FUND CAPITAL RESERVES OR LEASE/PURCHASE FINANCING

PURPOSE: The purpose of this item is to have the City Council consider amending the 2015/2016 fiscal year Capital Improvement Program budget to include several projects to be funded by General Fund Capital Reserves and lease/purchase financing.

RECOMMENDATION: It is recommended that the City Council adopt the attached resolution amending the Capital Improvement Program budget for Fiscal Year 2015/2016 to include the projects outlined therein and appropriate \$113,500 from the General Fund Capital Reserve and authorize staff to move forward with a lease/purchase financing alternative for future final Council review. The recommendation will address long-standing City Hall, Library and Fire Station facility needs, advance the City's energy sustainability and youth facility / programming efforts and retain \$724,296 of the recently added \$837,796 in capital reserves.

B. CONSIDERATION OF AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT AGREEMENT WITH CSG CONSULTANTS INC. TO INCLUDE CODE ENFORCEMENT SERVICES AND TO INCREASE THE NOT TO EXCEED CONTRACT AMOUNT BY \$90,625.00.

PURPOSE: The purpose of this item is for the City Council to consider an Amendment to the Professional Services Agreement (PSA) between the City of Seaside and CSG Consultants Inc. (CSG) to include code enforcement services in addition to providing building inspection and plan review services to the Building Division. This amendment will also require consideration of authorizing a General Fund appropriation from the reserves of \$45,700.00 and a transfer of \$14,925.00 from salary savings.

RECOMMENDATION: It is recommended that the City Council adopt the attached resolution authorizing the City Manager to execute an Amendment to the PSA with CSG Inc. adding \$90,625.00 to the not to exceed amount of the contract total and authorize an appropriation of \$45,700 from the General Fund reserves and a transfer of \$14,925 from salary savings.

C. CONSIDER A PROFESSIONAL SERVICE AGREEMENT WITH REGIONAL GOVERNMENT SERVICES (RGS) FOR PLANNING AND PROJECT MANAGEMENT CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$45,000.00.

PURPOSE: The purpose of this item is for the City Council to consider approving a Professional Services Agreement with the consulting firm, Regional Government Services, to provide temporary Planning and Project Management services within the Planning Division for a three-month time period.

RECOMMENDATION: It is recommended that the City Council adopt the attached Resolution awarding the Professional Services Agreement to Regional Government Services and authorizing the City Manager to execute a Contract Agreement in an amount not-to-exceed Forty Five Thousand dollars (\$45,000.00) for a three-month period.

11. **MAYOR, CITY COUNCIL, CITY MANAGER AND CITY ATTORNEY
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, make requests that items be added to future City Council meeting agendas as necessary and report on committee assignments.

12. **ADJOURNMENT**

Next Regularly Scheduled Meeting:
April 7, 2016
7:00 PM

The City of Seaside is an ADA accessible facility and is committed to include the disabled in all of its services, programs and activities. Any person who requires accommodation to be able to participate in this meeting is asked to contact the office of the City Clerk at 899-6707, no fewer than two business days prior to the meeting to allow for reasonable arrangements. The City Council Chambers is equipped with a portable microphone for anyone unable to come to the podium. Assisted listening devices are also available.

Meetings that are held in the City Council Chambers are broadcast live to all Seaside residents on Comcast Channel 25 and U-verse Channel 99. Meetings are also available through live streaming at:
<http://cvp.telvue.com/player?id=T01629&video=52314&noplaylistskin=1&width=400&height=300> Videos of past meetings are available on demand through the City's website: <http://www.ci.seaside.ca.us>

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 Government Code Section 54954.2(a) or Section 54956.

City of Seaside PROCLAMATION



American Red Cross Month March 2016

***WHEREAS,** American Red Cross Month is a special time to recognize and thank our Everyday Heroes. those who reach out to help people in need during times of crisis; and*

***WHEREAS,** American Red Cross heroes help disaster victims recover. They give blood to help a hospital patient. They brighten the day of an injured service member. They step forward to help someone having a heart attack; and*

***WHEREAS,** Across the country and around the world, the American Red Cross responds to disasters. When an injured service member ended up in a hospital far from home, the American Red Cross offered comfort. When a hospital patient needed blood, American Red Cross blood donors helped them. When a lifeguard jumped in to save a drowning child or someone stepped up to help a heart attack victim, the American Red Cross was there; and*

***WHEREAS,** We would like to acknowledge our heroes here in Seaside, California who help people in need. They work tirelessly to assist their neighbors when they need a helping hand; and.*

***WHEREAS,** During the last year the Red Cross, the Seaside Fire Department and Seaside High School Students partnered to assist in preventing crisis in our community going door to door to install smoke detectors in mobile homes in Seaside and throughout the Tri County area. These students volunteered their time, on multiple Saturdays to protect the lives of citizens and make a difference in our community; and*

***WHEREAS,** The month of March is dedicated to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on donations of time, money and blood to fulfill its humanitarian mission.*

***NOW THEREFORE, BE IT PROCLAIMED,** that, I, The Honorable Ralph Rubio, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim March 2016 as American Red Cross Month in the City of Seaside and encourage all Seaside residents and all Americans to support this organization and its noble humanitarian mission.*

Ralph Rubio
Mayor

March 17, 2016



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Diana Ingersoll, Deputy City Manager Resource Management Services
Sharon Mikesell, Administrative Analyst

DATE: March 17, 2016

**SUBJECT: RECEIVE A PRESENTATION REGARDING UPCOMING
COMMUNITY OUTREACH EFFORTS FOR THE GENERAL PLAN
UPDATE**

PURPOSE

The purpose of this presentation is to update the City Council on the public participation and outreach activities to be conducted in Seaside as part of the General Plan Update and EIR process.

RECOMMENDATION

It is recommended that the City Council receive the presentation and provide directions to staff as appropriate.

BACKGROUND

On December 17, 2015, a Professional Services Agreement was approved between the City of Seaside and Raimi and Associates, Inc. to prepare an update to the City of Seaside General Plan and EIR.

On February 10, 2016, a day-long Team Kick Off meeting was held at City Hall that included the full Consultant team and key City staff members. The Kick Off meeting included a two part City Tour, a Full Team Meeting/City Advisory Team lunch meeting in the Council chambers and break-out sessions for topics including transportation/infrastructure; planning and design; housing; economic/fiscal/finance; recreation/parks and open space; environmental related topics and community engagement.

The next step in the process is to begin the Community Engagement Process. As part of the contracted tasks, Raimi and Associates is to prepare a Community Engagement

Plan with outreach objectives and measures of success, key steps of the process and stakeholders.

Public input and community engagement are essential to the update of the General Plan since the Plan sets forth the desire and vision of the community. The engagement activities provide a wide variety of opportunities for participation and are targeted at reaching out to members of the community who are typically not involved in civic projects and/or government meetings.

A summary of the Community Outreach Activities are as follows.

A project website will be prepared to provide information on the project that will be independently hosted from the City website.

Up to 12 stakeholder interviews will be conducted. Stakeholders may include City Council members, the Chamber of Commerce, non-profit organizations and community leaders.

A Task Force of up to 15 individuals will be created that will be advisory only and non-voting. The Task Force will meet up to eight (8) times during the course of the project to obtain high level feedback on the project issues, vision, land use and alternatives and key policy issues. The Task Force will serve as a sounding board for content for public workshops and review presentation materials and the workshop results.

Focus groups and a community survey will be prepared to identify community preferences and topics of concern.

General Plan workshops and open houses will be upcoming with the first workshop tentatively planned for May 2016.

Coordination of up to 16 meetings and phone calls with outside agencies are anticipated during the outreach process.

Three joint study sessions will be held at key junctures in the process with the Board of Architectural Review, the Planning Commission and City Council and informal outreach will be held throughout the process.

The primary methods of communications are: Email, Direct mail, flyers, website, social media, formal noticing and direct outreach to stakeholders and partners.

Each City Council member is encouraged to recommend an individual from the community to serve on the Task Force. Task Force members will need to be identified within the next month as the first task force meeting should be held in April 2016.

FISCAL IMPACT

The General Plan update process has already been budgeted for the 2015-2016 fiscal year and all items scheduled are within the contracted amount.

ATTACHMENTS

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
Thursday, March 3, 2016
7:00 PM

1. **CALL TO ORDER**

The meeting was called to order at 7:00 PM.

2. **ROLL CALL – ESTABLISHMENT OF QUORUM**

PRESENT: Alexander, Campbell, Oglesby, Pacheco, Rubio

ABSENT: None

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

Pastor Elder Sims provided

4. **REVIEW OF AGENDA**

Mayor Rubio reported that the previously noticed item regarding the cell towers has been continued until the April 7th meeting.

Council Member Campbell proposed switching the order of the 9A and 9B. Mayor Rubio acknowledged his logic but indicated there will be no need to take up Item 9B as 9A is not approved. Request was denied.

5. **PUBLIC COMMENTS**

Mayor Rubio invited comments from the public.

- Sylvia Shee, spoke to the pride of Seaside, and requested that the dilapidated seahorse monument be repaired to send a better image.
- Uli Siebeneick spoke to the traffic signals on Fremont street and requested better synchronization because poor synchronization contributes to more auto pollution from idling cars.
- Elwalker James requested the Council take similar action to other Cities to write a letter opposing the Cal Am water rate increase to the California Public Utilities Commission.
- Joe Crawford spoke to this military and volunteer service for veterans. He spoke to allegations made against him for taking advantage of a senior citizen. He said he had been investigated, the process has taken three years and has filed a claim for compensation.
- Michael Pine spoke to having parking issues in his neighborhood and suggested consideration of a neighborhood parking program.
- Helen Rucker congratulated Mayor Rubio for being named Citizen of the year by the Chamber of Commerce and expressed support of Mr. Walker's comments previously made.
- Ruthie Watts also congratulated the Mayor, then announced the 44th annual Banquet of Life hosted by the NAACP. She invited the Council and the Public to attend. She thanked the City for sponsoring Black History Month.
- Tom Mancini spoke to a letter received in the mail that appears to be a scam and encouraged people to be aware.
- A resident on Mescal Street spoke to Mr. Malin's appointment as City Manager and expressed appreciation for his open door policy and his public appearances thus far. He thinks the selection was fantastic and thanked the Council.
- Resident spoke in support of Ms. Rucker's comments that she would like our City to protect

us from going into debt because of water.

Mayor Rubio closed public comment and responded to comments made.

6. PUBLIC AGENCY COMMUNICATIONS

Deputy City manager Administrative Services Hodgson announced that the Monterey Regional Waste Management District's residential curbside battery collection program. She explained that residents can place most household batteries outside on top of their waste collection bin on collection day and they will be collected by the waste hauler.

Francoise Avery from the Art and History Commission announced the next exhibit which will be installed Monday which is a youth art exhibit featuring middle and high school students county-wide. The Reception and awards ceremony will be on March 11th from 7 to 830 PM.

7. PRESENTATIONS

A. PRESENTATION OF THE FEBRUARY 2016 HOUSE OF THE MONTH AWARD

Mayor Rubio and Ray Bennett from the Neighborhood Improvement Program Commission presented the award to the residents. Mr. Bennett then indicated there are openings on the NIP and encouraged any one interested in applying for the Commission. Mayor Rubio also spoke in support of this program that encourages other residents to improve their neighborhoods.

B. PROCLAMATION RECOGNIZING 2016 AS THE YEAR OF THE VETERAN.

Mayor Rubio invited all of the current veterans to come down to receive the proclamation recognizing them for their service and their continued work in our community. The President of the United Veterans' Council said thank you and was grateful to honor our Veteran's properly.

C. RECEIVE PRESENTATION REGARDING THE STATUS OF THE CAL AM MONTEREY PENINSULA WATER SUPPLY PROJECT

Ian Crooks from Cal Am Water provided a brief presentation on the Water Supply Project, the desalination project being built by Cal Am Water. He spoke to the water sources on the peninsula, the full water portfolio and the distribution of all of the water sources. The key benefits of the project is that it is an environmental project that restores the Carmel River, replenishes the Seaside Basin, minimizes ocean life impact through subsurface intakes and seeks greener energy sources. He provided the details of the schedule with the delivery of water projected during 2018. Mr. Crooks asked questions from the Council.

Mr. Campbell spoke to the return water element and requested clarification on how you would know how much needs to be returned, questioned the projections and how it benefits us to clean the water for CSIP users. He was asking about the personal benefit to Peninsula residents through this process. Mr. Crooks said it was a mitigation step the returns the fresh water and mitigates any further seawater intrusion because it prevents Castroville from pumping their wells any longer which causes intrusion into the Salinas basin. Mr. Crooks assured the Council that Cal Am is working with staff to mitigate the impacts of construction of the pipelines through Seaside as much as possible and the efforts that are being coordinated to minimize the impacts to ratepayers. The public can be updated on the project by visiting www.watersupplyproject.org.

D. RECEIVE A CERTIFICATE FROM THE CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS FOR THE AWARD FOR OPERATING BUDGET EXCELLENCE FOR FISCAL YEAR 2015-2016

Mayor Rubio presented the award to Deputy City Manager Administrative Services Hodgson

acknowledging the finance staff as well as all City Staff for their efforts to ensure that the City's fiscal reports are accurate and well attended to and that the City is being fiscally responsible with the public's money.

8. **CONSENT CALENDAR**

A member of the public pulled item E from the agenda for discussion.

On motion by Council Member Alexander and seconded by Mayor Pro Tem Oglesby and passed by the following vote the City Council approved the Consent Calendar with the exception of Item E.

RESULT:	Approved
MOVER:	Council Member Dennis Alexander
SECONDER:	Mayor Pro Tem Ian Oglesby
AYES:	Ralph Rubio, Ian Oglesby, Dennis Alexander, Jason Campbell, Dave Pacheco
NOES:	None

A. **APPROVE THE MINUTES OF FEBRUARY 18, 2016 REGULAR MEETING**

Action: Approved as amended.

B. **APPROVE AND FILE CITY CHECKS**

Action: Approved and Accepted

C. **APPROVE A FEE WAIVER REQUEST IN THE AMOUNT OF \$487.25 (FOUR HUNDRED EIGHTY SEVEN DOLLARS AND TWENTY FIVE CENTS) FROM SEASIDE HIGH SCHOOL TO USE SOPER BALL FIELD TO HOLD THEIR HIGH SCHOOL VARSITY SOFTBALL GAMES**

Action: Approved

D. **CONSIDER AND APPROVE A FEE WAIVER REQUEST FROM THE VILLAGE PROJECT, INC FOR USE OF SEASIDE COMMUNITY CENTER FOR THE ANNUAL AFTER SCHOOL PROGRAM CELEBRATION OF EXCELLENCE.**

Action: Approved

E. **ADOPT RESOLUTION APPROVING A CONTRACT FOR AN UPDATE TO THE AMERICANS WITH DISABILITIES ACT TRANSITION PLAN FOR A TOTAL CITY COST NOT TO EXCEED \$32,100**

Action: Approve and Adopted Resolution 16-16

Mr. Dandridge requested more information as he as been requested getting a handicap marking in front of his house for months and would this address this issue. Ms. Hodgson responded to Mr. Dandridge question and spoke to the compliance component that the City has to have an updated self evaluation and transition plan to be within compliance with regulations. She detailed the work do be done through this agreement and said it was possible the curbs Mr. Dandridge is referring to may be included in this plan.

Mayor Rubio Invited comments from the public and had no requests to speak.

On motion by Council Member Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the City Council approved Resolution 16-16 and Authorized the City manager to Sign the Contract to updated the Americans With Disabilities Act Transition Plan with DCA.

RESULT:	Approved
MOVER:	Council Member Dennis Alexander
SECONDER:	Council Member Dave Pacheco
AYES:	Ralph Rubio, Ian Oglesby, Dennis Alexander, Jason Campbell, Dave Pacheco

9. **BUSINESS ITEMS**

A. CONSIDERATION OF A THIRD AMENDMENT TO THE EXCLUSIVE NEGOTIATING AGREEMENT (ENA) WITH MONTEREY DOWNS, LLC FOR POTENTIAL DEVELOPMENT OF APPROXIMATELY 550 ACRES IN THE FORMER FORT ORD FOR A PERIOD OF TWELVE (12) MONTHS.

Deputy City Manager Resource Management Services Ingersoll presented the report on the item. This item is to consider a third Amendment which will allow the city to complete compliance requirements with CEQA, to obtain the project entitlements and negotiations of a DDA. She provided a background on the project initiated in 2010, 2013 (first Amendment) and 2015 (Second Amendment). She reported on the current status of the project and the outstanding contracts, or contracts in process for this project and outlined the recommendation requesting an extension of 12 months for completion of the items listed as outstanding in the staff report including appraisals need to be completed, the DDA needs to be negotiated and CEQA process needs to be completed. Then the applicant projects will need to go before the Planning Commission and City Council for final approval of the project. Ms. Ingersoll answered questions from the council. ON question, Ms. Ingersoll outlined the delays of the property including the dissolution of Redevelopment which caused a huge delay, the EIR took longer than expected, more than 24 months, and it is still being finalized as staff is still responding to comments submitted. She reported that the plans and applications have been submitted as well as the specific plan.

Mayor Rubio invited comments from the public and had no requests to speak.

Council Member Campbell indicated he cannot support the decision as he does not feel the issues he has brought up in the past have been remedied. Mayor Pro Tem Oglesby clarified that this extension is needed because there are still outstanding elements on this project and the City is obligated with this agreement if the developer is continuing to work in good faith and has paid all their obligations.

On motion by Council Member Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the City Council approved Resolution 16-17 and Authorized the City manger to execute third amendment to the ENA with Monterey Downs LLC.

RESULT:	Approved
MOVER:	Council Member Dennis Alexander
SECONDER:	Council Member Dave Pacheco
AYES:	Ralph Rubio, Ian Oglesby, Dennis Alexander, Dave Pacheco
NOES:	None

B. RECEIVE THE MONTEREY DOWNS FISCAL AND ECONOMIC IMPACT ANALYSIS AND PEER REIVEW AND SUPPLEMENTAL SENSITIVITY ANALYSIS

City Manager Malin introduced the item outlining the process of the presentations to be received, noting the importance of understanding that these are tools for the City Council to use for evaluating the viability of the project prior to approval. Further analysis will be required in the future and this item is only to familiarize the Council and the public with the information and no action will be taken.

Beth Palmer from Monterey Downs reiterated that this is a tool that the City can use to negotiate with the developer and the County pertaining to the revenue sharing agreements and the development of the Disposition and Development agreement. She also affirmed the report uses industry standard methodologies, agreed to by both the project and the City's consultants. A caveat

to the report was made that there are no revenues from the sports arena or track included in the analysis because they would be too speculative at this point and the report will be updated again when the project elements come before the City Council for approval. The neighborhood streets are all private and the City will not be required to maintain them similar to other public streets, further explaining that there will be a master association, and hired private security for public safety purposes.

Wildan consultant James Edison provided the presentation on the Fiscal Impact Analysis report stating the basic point to measure is the revenue and expenditures from the project with the goal to ensure that the project has a positive net impact. He provided details of the estimated net fiscal impact of the project on the City's general fund, the standard methodologies used and the key assumptions used; demographics, property values, sales tax and TOT and City services. He delineated the differences in the three different alternatives, differing based on three different scenarios for fire services. The fiscal expenditures were delineated according to the different sources as well as the six different phases of the project. The sensitivity analysis included fire service alternatives, reduced TOT and reduced property tax. Mr. Edison explained the types of economic impacts assessed; direct, indirect and induced. Mr. Edison answered questions from the Council.

Council Member Campbell questioned the job creation projections to which Mr. Edison spoke to the two different sections that addressed jobs, explaining the employment number for the economic and fiscal impact are calculated differently. Mr. Campbell then questioned the TOT revenues to which Mr. Edison clarified that they do not believe the race track is required for the success of the hotel. The two discussed the scenario impacts of the timing of the hotel construction and how it impacts the financials of the project. Mr. Edison concluded that ultimately when the whole project is built out, the project will have a positive impact.

Ms. Palmer interjected and spoke to the difference in facilities. She clarified the definition of "public facility" speaking to property that would be owned by the State, as part of an agricultural district. Mr. Campbell continued to question the hotel impacts including room revenue and occupancy rate. Mr. Edison and Mr. Campbell discussed the numbers that were included in terms of the operations figures and said he did not feel comfortable with the hotel figures with Mr. Edison stating the property taxes are not addressed because the property sharing agreement has not been concluded.

Council Member Pacheco spoke to the importance and value of the report and asked when less speculative, more data driven information would be available. Ms. Palmer indicated that the numbers will become more concrete after the EIR is completed. He questioned if the City was responsible for only the operations of the new fire facilities and not the construction to which she agreed. Council Member Pacheco questioned the attendance projections of the events at the arena. Ms. Palmer and Mr. Edison spoke to the numbers being conservative so that they are not inflated to an unrealistic level and cannot be achieved.

Council Member Alexander questioned the extent of the private security and asked if it would be similar to the security services in Pebble Beach to which they said yes and clarified the expected operations of the security. He then questioned the water availability to which Ms. Palmer spoke to the water on Fort Ord being different allocations than that of the peninsula because the US Army allotted water allocation to the lands for their development. She also noted the State of California requires all developments to have the will serve allocation letter prior to receiving approval of a building project.

Mayor Rubio questioned the worst case scenario, as listed in the report and clarified that the likelihood of the worst case scenario is not realistic and questioned the assumption basis.

David Zender from Economic & Planning Systems, the City's contract consultant for the peer review of the FEIR presented the independent third-party peer review of the Wildan report. He also

explained the evaluation process, the analysis methodology and key assumptions which were used stating that overall, the report is well done, meets industry standards and represents a conservative review of the project. He clarified that he has a fiduciary responsibility to provide a report that includes contingencies and non-positive scenarios that include negative trends or downturns or eventualities that can affect the bottom line for the cities so that they are aware of all possibilities.

The assumptions and limitations worth noting included the following; that the report excludes all revenues generated by the sports arena and training track, the report does not address the financial feasibility of the project that there was not market analysis done at this stage and finally, additional analysis to substantiate the market support for the proposed uses may be warranted as details regarding project financing and further entitlements are processed.

Property tax and TOT are the largest revenues generated by this project. They comprise 84% of estimated general fund revenues. The net fiscal balance accruing from the project are done through phases 1 to 4. The largest expenditures are for public safety services and the other services will be minor in comparison.

He further explained his role to look at the sensitivity analysis, explaining key assumptions and variables which concluded that in the sensitivity study summary of the different levels of visitation and even with a 50% reduction in events, there is still a substantial increase in visitation. He made the following recommendations for policy consideration for future entitlement actions:

- · Include terms in future DDA negotiation outlining conditions of approval dependent upon mitigation of potential fiscal deficits
- · Utilize the FIS scenarios to inform of tax sharing discussions, Future analytical considerations
- · Consider developing refined visitation estimates
- · Bolster analysis of existing market support for proposed land uses
- · Develop refined public safety service delivery costs and timing estimates.

Mr. Zender and Ms. Ellen Martin answered questions from the Council.

On question, Mr. Zender indicated he would have liked to see more market validation but knows that will be available prior to the consummation of the DDA to have the full understanding of the dynamics to be able to put proper mitigation measures in place. When the elements of the business plan are finalized, then there would be a solid factual basis to address many concerns.

Council Member Pacheco questioned the projected median cost of the residential houses to which Mr. Zender clarified they are affordable by design but could be built to be of higher value and that this is could be a regionally impacting project. Council Member Alexander requested the inclusion of a public safety protection plan to be able to explain the full public safety financial impact. Mayor Pro Tem Oglesby requested that there be clarification that "conservative" means using industry standards and which were understated revenues and overstated costs to protect the interest of the city. He provided is perspective on the sensitivity analysis and questioned the assumptions and the impacts that were incorporated. Mayor Rubio requested to establish a system that as the phases are built the revenue projections continues to be refined and he spoke against the frontloading of the public safety expense during construction phases, as it is not accurate.

Invited public comments

- Uli Siebeneick expressed frustration that the City cannot maintain their current infrastructure and would have a hard time taking care of additional capacity as well as the fact there is not enough water according to MRWMD.

- Sylvia Shee spoke against the project because the destruction of the trees, she asked when the EIR will be reviewed and what is the plan for the increased revenues when the project comes to fruition.
- Richard Niece, Monterey Downs, spoke to Council Member Campbell's concerns, clarified when looking at the hotel, they used 334 employees for a 400 room, fully occupied Hotel. If the hotels are occupied at 66% we would only have 220 employees. He then commented for Council Member Pacheco that the single family homes sizes averaged 2,200 square feet.
- Uli Fabrones requested the Council discuss the policy issue of having horse racing in the city and the impacts that come with it.
- Stacy McGrady spoke to race track security and that many concerns about horse racing are based on perception, not reality based on her observations, working as a security guard at these types of events. She spoke to the lack of infrastructure at the other local venues to accommodate similar events.
- Steve Ecklund spoke in support of trees and against the cutting of the trees for this development project. Trees impact the air quality.
- Alison McFarland, Monterey Horse Park advocate, spoke to a competitive horse event discipline that would love to use the proposed horse park for events and encouraged the approval of the horse park.
- Paula Langen, manager for the California Dressage society, spoke to the need for a convenient, capability facility and in support of the approval of the project.
- Paul Wolf indicated that the proposed project is in contradiction to the General plan as it prohibits gambling and that it would be spot zoning if it was changed. He expressed concern that there was no separation between the consultants and no opportunity for those opposed to provide a rebuttal. He does not believe the worst case scenario is written in the report
- Maris Sidenstecker expressed opposition to the project, to the report which she says was lacking and the destruction of the environment and location of a gambling establishment next to a university.
- Devon Calfine spoke on behalf of the CSUMB equestrian team expressing support of a partnership that could be made with the University.
- Rebecca Pieken said revenues from this project will not stay exclusively in Seaside, so the revenue projections cannot be used to estimate future revenues to the City. She requested they keep questioning the numbers.
- Christine Monteif, representing Monterey Horse Park spoke to supporters that were not present but sent their letters of support for this evening. She spoke to the concern regarding visitors staying at a hotel citing common industry practice is to stay as close to the horse facility as possible to be responsive to their horse.
- Dawn Poston with the Monterey Horse Park spoke to the ideal climate in Seaside which would be the largest draw for the location of the horse park. The park will be a great asset to this community and will provide a needed venue.
- Sue Hawthorne said the report does not address the viability of either project and does not believe it will produce the expected revenues to be profitable to Seaside. She disagreed with the definition of visitor in the report. She said that there are over 4 horse parks within 200 miles from here and 51 licensed horse shows and you cannot have a show on the same weekend as a licensed show.
- Kay Cline expressed disappointment that the focus was on the horse park and not on the race track or arena and found it confusing how the money balances out. She disagreed with putting a race track next to a university, the cutting of trees, and against building a gated community. As a person that has tried to make our community better, this seems that we are annexing a superior community.
- Tres Cohler spoke to the environmental benefits and recreation of the Fort Ord trails and spoke against the project. Traffic will be impacted and quality of life will decrease with the elimination of trails.
- Paula Betra, an artist, who is painting the land showed her art work and said the trees are not dying. In honor of the years of the veteran, it should be preserved in their honor.

- Gary Curcio spoke representing Monterey County Hospitality Association acknowledged this is an emotionally charged issue with both sides passionate about the pros and cons of the project. The spoke to the hospitality numbers breaking records on the peninsula and applauded the consultants for keeping the numbers conservative.
- Jody Hansen Monterey Peninsula Chamber of Commerce President thanked the Council for the approval of the ENA extension and keeping the project moving forward. She said the report was done well, met industry standards, and was done properly and will be a great tool to help when the project approval is considered.
- Bill Liep spoke to planning for the worst to be pleasantly surprised when things go well. The results revealed that the worst case scenario would still create jobs, and improve the interface and connectivity of Fort Ord lands and could be a launch for other businesses that could help continue to grow.
- Karen Mack spoke to the closing of Golden Gate race track because it is an expensive facility to maintain, run and keep viable long term. There are challenges but could be overcome eventually. She encouraged visiting the property site and consider the legacy they want to leave for future generations.
- Genevaris from CSUMB equestrian team spoke to there being no established team because there is no home facility, and spoke to gambling comments made that the facility would be used for more than gambling but there are other programs and beneficial opportunities, specifically the pre-vet program.
- Francoise Avery requested that the name of the project be changed to incorporate the name of Seaside or Fort Ord Downs.
- Justin Farr, equestrian supporter, spoke to his experience completing in this industry and to the participation in the communities by visitors after the events.
- Beth Palmer explained that because we are on the base the infrastructure improvements are part of FORA's capital improvement program and is not a cost to Seaside at this time.
- Jeff Taylor who owns a sport horse business spoke to competing venues and the industry of competitive shows. He believes the Kentucky Sports park is the best example of a competing sports park to this project and stands in support.
- Jan Schreiner spoke to completing a market study for the development projects in Marina and to the ongoing development for full build out. She encouraged having the market study done.
- Jack Stewart veteran and youth advocate. He spoke to the three E's of the Fort Ord development; education, environment and economic development. Economic Development is not an easy process and Seaside and Marina have been challenged more than all the other peninsula cities. He supports moving forward with the project.
- Ted Williams thanked the Council for the proclamation for the Year of the Veteran and spoke in support of the information provided by the Consultants.
- Jack Said spoke against comments made that gambling next to the university is a gateway but spoke to a racetrack next to Stanford University, as well as University of California Davis which has not impacted the academics of the students.
- A Citizen stated they were an advocate for the youth, asked what this project is going to do for the youth and why are we not using these facilities to keep kids out of gangs.
- Laurie Tuttle, Executive Director of Horses for Kids located in Seaside spoke to her program that works with special needs and at-risk youth and that the horse park will provide a home to have a program with similar benefits.
- Sabrina Miller runs the riding academy in Salinas for kids and that this is a dream for her youth.
- Mary Ann Leffel President Monterey County Business Council, spoke to the increasing occupancy of the hotels in Monterey County and to occupancy trends that the industry inventory is aging and this is a great opportunity for new facilities to add to that inventory. The unemployment rate, we continue to stay above the national and state average. We need more jobs at every level of the spectrum.
- Felix Bachofner spoke to his request to working with the County of Monterey to annex the

lands to ensure that the impacts and the benefits are shared between the two jurisdictions. He wanted to make sure that the revenue sharing is fair between the two.

Council Member Campbell revisited his calculations and said he still believes there are inaccuracies which make him overly skeptical of the report. Visitor numbers do not seem to be vetted by the consultant and he does not believe the numbers input into the models are accurate. He did acknowledge the work that was done with the information that was provided by the developer.

The Council discussed and agreed that more accurate analysis needs to be done as the project components become more defined. A market study needs to be done prior to the approval of the Environmental Impact Report. Council Member Alexander reminded the public that that land was given to Seaside and Marina for development which was done because the closure of the base took money and jobs out of the areas. Mayor Rubio reminded the public of what the military's definition of open space is. He thanked the public for participating in this process and acknowledged there will be ample time to ensure that information is updated and accurate prior to the consideration of approval of the project.

On motion by Council Member Alexander and seconded by Council Member Pacheco and passed by the following vote the City Council accepted the report as presented.

RESULT:	Passed
MOVER:	Council Member Dennis Alexander
SECONDER:	Council Member Dave Pacheco
AYES:	Ralph Rubio, Ian Oglesby, Dennis Alexander, Jason Campbell, Dave Pacheco
NOES:	None

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

Council Comments were continued to next meeting.

11. ADJOURNMENT

On motion, the meeting was adjourned at 11:08 PM.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ralph Rubio, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services
Krista Oberholtzer, Accounting

DATE: March 17, 2016

SUBJECT: APPROVE AND FILE CITY CHECKS

PURPOSE

It is requested that the City Council approve and file the accounts payable and wired payments made during the period of February 23, 2016 through March 7, 2016. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of March 3, 2016. Total Account Payable and Payroll for the above referenced period is \$1,373,199.62.

RECOMMENDATION

It is recommended that the City Council approve and file the attached checks.

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 it can inspect and confirm these checks. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoice has been reviewed by the Finance Department prior to payment to ensure that it conforms to the approved budget.

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

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

- \$1,093,824.34 from the Council Report (Payroll/Benefits)
- \$13,202.50 to LSA Associates, Inc. for Assisted Living contract services for November

2015 and January 2016;

- \$17,360.00 to Monterey County District Attorney's Office for seized funds to the District Attorney;
- \$11,701.74 to Municipal Emergency Services, Inc. for Fire Department turnout gear;
- \$11,566.99 to PNC Equipment Finance, LLC for telecom and data lease;
- \$10,669.98 to Richards, Watson & Gershon for various legal costs.

The remaining checks, totaling \$214,874.07, include payments to vendors for operating expenditures.

The Checks report is available on the City's Website here:

<http://www.ci.seaside.ca.us/index.aspx?page=366>

FISCAL IMPACT

The listed checks have been budgeted and paid from the various funds, as appropriate.

ATTACHMENTS

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nancy Towne, Recreation Services Director
Dan Meewis, Recreation Supervisor

DATE: March 17, 2016

**SUBJECT: REVIEW AND CONSIDER APPROVAL OF A MAYOR'S YOUTH
FUND CONTRIBUTION REQUEST FROM SEASIDE PONY
BASEBALL AND SOFTBALL LEAGUE**

PURPOSE

The purpose of this agenda item is for the City Council to consider a request for \$3,000.00 (Three Thousand Dollars) from Seaside Pony Baseball and Softball for a donation from the Mayor's Youth Fund to help cover the costs of managing the league.

RECOMMENDATION

Staff recommends that the City Council approve the request.

BACKGROUND

Seaside Pony Baseball and Softball League is requesting \$3,000.00 donation from the Mayor's Youth Fund to help cover the costs of managing the league and maintaining and improving fields and equipment. Seaside Pony Baseball and Softball provides a positive environment for the youth of Seaside with mentoring, leadership and teamwork.

According to the information provided, the Seaside Pony Baseball and Softball often separates trash from recyclables in their snack shop as well as on the field. When available, the League purchases paper products made from recycled goods. The group also reuses sponsorship signs and retains from producing new ones. Based on the information provided the organization meets the criteria for the Mayor's Youth fund.

Seaside Pony Baseball and Softball was previously granted a donation from the Mayor's Youth Fund of \$3,000.00 at the March 5, 2015 City Council meeting.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund.

ATTACHMENTS

1. Attachment- Mayor's Youth Fund Policy
 2. Attachment- Mayor's Youth Fund Contribution Request
 3. Attachment- Letter from Seaside Pony Baseball and Softball
 4. Attachment- Donor Sponsorship Form
 5. Attachment- IRS Letter
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

CITY OF SEASIDE MAYOR'S YOUTH FUND CONTRIBUTION POLICY

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

Eligible Applicants: Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving Seaside residents that are 18 years old or younger or enrolled in high school.

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 (I.e., benefit the community).

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 (I.e., 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.

<u>Individuals</u>	25% of total cost of activity (not to exceed \$1,000.00)
Groups up to 20	up to \$1,500.00
Groups 21+	up to \$3,000.00

*Individual Contributions must include an itemized list of all costs associated with the request including total cost of the activity.

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

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. This process is required in order to provide documentation required to meet municipal auditing standards.

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week before year

Updated 2 June 16, 2011

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

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. This process is required in order to provide documentation required to meet municipal auditing standards.

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Mayer's Youth Fund Contribution Request

Prior to completing this request please review the attached contribution policy. All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda. Please return this completed form with necessary attachments to Nancy Towne, Recreation Services, City of Seaside, 986 Hilby Avenue, Seaside, CA 93955.

Name of Organization: Seaside Pony Baseball + Softball

Name of Individual: Milda Iliscupidez

% Residents or Students of Seaside:

of Participants 350

Ages: 4-14

Address: P.O. Box 1022, Seaside, CA 93955

Phone Number: Home 831.521.8963 Work _____ Cell _____

E-mail Address: fundraising@seasidepony.com

Description of Event (Attach Additional Information as Necessary)

Seaside Pony Baseball and Softball is a league consisting about 250 players throughout the Monterey Peninsula. It is a league designed to enrich community relationships between residents as well as support development and knowledge of baseball & softball.

Description of how the use of the funds will be specifically used for youth groups activities/events and/or has a nexus to the goals of recycling, cleanup and/or "green" sustainability to insure a healthy environment. (Attach Additional Information as Necessary)

Other Funding Sources:

There are garbage cans and recycle bins located at
all our major events. We make announcements to keep the parks
clean and to recycle whenever possible

*Amount Requested: (See Contribution limits) \$3,000.00

Please attach an explanation of what your particular event will do to benefit the City of Seaside. See Mayor's Youth Fund Contribution Policy.

*Individual Recipients must include an itemized list of costs and total of all expenses associated with the request. Applications that are not complete will be returned.

Seaside Pony

Baseball & Softball

www.seasideponybaseball.com

Tax Id 77-0431396

November 10, 2015

Dear Community Member,

Seaside Pony Baseball and Softball has been granted the honor of once again hosting the Pony Shetland World Series! We will be hosting teams from all over Northern California. Our goal is to ensure a successful event by showcasing our local business partners along with all that our destination has to offer!

As you may know, operating such a program as a non-profit, 501(c)3, requires a great deal of resources, both in manpower and financial support. In order for Seaside Pony Baseball and Softball to keep our fees affordable, we rely on community-minded businesses and individuals, such as yourself, to partner with us as we seek to remain a positive influence on this and the generations to come.

Our league supports an average of 350 players ages 4-14 with anticipation of growing the league year after year. Equipment, uniforms, umpires, and field maintenance are some of the biggest operating expenses that depend on this partnerships.

We understand that donations must be a two-way street, and because of this we are always ready and willing to help our generous donors receive the recognition they deserve. All contributors will have their company logo and website link noted on our Facebook and Website pages. Those that contribute at a higher level range from having sign advertising on one or more fields to having your company name placed on a team jersey. As always, all donations and contributions are tax-deductible.

During the World Series, we will be hosting raffles each day during the 3 day tournament. We ask for your support by a separate donation for this fundraising effort, if possible. Items can include, but are not limited to gift certificates, gift baskets, services, or whatever unique product you have to offer.

We highly appreciate your consideration and hope to see you at a game!

Sincerely,

The Fundraising Committee

Enclosures: Donor Sponsorship Form

Milda Iliscupidez, Director of Fundraising
fundraising@seasidepony.com / 831.521.8963

Seaside Pony

Baseball & Softball

Sponsorship Opportunities
PO Box 1022 Seaside, CA 93955
TAX ID #77-0431396

ALL STAR PLAYER

\$1000.00 and up

Company Representative can throw first pitch and/or announce line up
Company will be thanked and briefly described during a designated game
Complimentary admission to All Star Games
3'x6' Banner displayed at the field of your choice
Thank You plaque with team picture & company name
Link to your company website on Seaside Pony Baseball & Softball website

GRAND SLAM HITTER

\$500 - \$750

Company name on team uniforms
3'x6' Banner displayed at the field of your choice
Thank You plaque with team picture & company name
Link to your company website on Seaside Pony Baseball & Softball website

HOME RUN HITTER

\$350

3'x6' Banner displayed at the field of your choice
Link to your company website on Seaside Pony Baseball & Softball website

TRIPLE

\$200

Funds applied to the League Registration Scholarship Fund
allowing all children, regardless of economic background, to join our league
Link to your company website on Seaside Pony Baseball & Softball website

DOUBLE

\$25 - \$200

These donations, be it cash or gift cards/gift certificates, will be offered as raffle prizes during
our great festivities: Closing Ceremonies/All Star Sectional Tournaments/Memorial Day Tournament
Link to your company website on Seaside Pony Baseball & Softball website

SINGLE

Flat Donation

If you would like to contribute and have the league decide where the funds would be best suited
this is the hit for you!

Link to your company website on Seaside Pony Baseball & Softball website

Milda Iliscupidez, Director of Fundraising
fundraising@seasidepony.com /831.521.8963

SPONSOR INFORMATION

COMPANY NAME: _____ CONTACT PERSON & NUMBER: _____

COMPANY ADDRESS: _____

WEBSITE: _____

PLEASE INDICATE SPONSORSHIP LEVEL: _____ ALL STAR SPONSOR - \$1000
_____ GRAND SLAM HITTER - \$500
IF YOU WISH TO SUPPORT A SPECIFIC DIVISION AND/OR TEAM PLEASE
SPECIFY: _____
_____ HOME RUN HITTER - \$350
_____ TRIPLE - \$200
_____ DOUBLE - \$25-\$200
PLEASE INDICATE TYPE & AMOUNT OF DONATION _____
_____ SINGLE - FLAT DONATION
PLEASE INDICATE AMOUNT OF DONATION _____

AMOUNT ENCLOSED: _____

MAKE ALL CHECKS PAYABLE TO: SEASIDE PONY BASEBALL
CREDIT CARDS ARE ACCEPTED - PAY ONLINE NOW AT WWW.SEASIDEPONY.COM OR CONTACT MILDA DIRECTLY

Milda Iliscupidez, Director of Fundraising
fundraising@seasidepony.com / 831.521.8963

Internal Revenue Service
P. O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: February 12, 2016

Person to Contact:

Ms. Herald
ID #02-03115

Toll Free Telephone Number:
877-829-5500

SEASIDE PONY BASEBALL INC
BRIAN WEDDERBURN
3100 EVERETT CIR
MARINA CA 93933

Dear Sir or Madam:

This is in response to your letter of January 25, 2016, requesting copies for Eastside Pony Baseball Inc.

Enclosed are the copies you requested.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

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

DEPARTMENT OF THE TREASURY

Date: SEP 04 2001

SEASIDE PONY BASEBALL INC
C/O JAMES PETER LEE
PO BOX 1022 1759 DARWIN ST
SEASIDE, CA 93955

Employer Identification Number:
77-0431396
DLN:
17053170020041
Contact Person:
EVELYN D GRIFFITHS ID# 31432
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

Letter 947 (DO/CG)

E G 8/28/01

SEASIDE PONY BASEBALL INC

part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

Letter 947 (DO/CG)

SEASIDE PONY BASEBALL INC

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

STEVEN T. MILLER

Steven T. Miller
Director, Exempt Organizations

Enclosure(s):

Letter 947 (DO/CG)



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nancy Towne, Recreation Services Director

DATE: March 17, 2016

**SUBJECT: REVIEW AND CONSIDER APPROVAL OF MAYOR'S YOUTH FUND
CONTRIBUTION REQUEST FROM CENTRAL COAST HIGH
SCHOOL**

PURPOSE

The purpose of this agenda item is for the City Council to consider a Two Thousand Four Hundred Dollar (\$2,400) request from Central Coast High School for a donation from the Mayor's Youth Fund.

RECOMMENDATION

It is recommended that the City Council approve the request.

BACKGROUND

Central Coast High School is a local continuation high school in Seaside. Their students come from all over the Monterey Peninsula for a variety of reasons that can include attendance issues, behavior issues, credit recovery and more. Central Coast High School has implemented a Positive Behavioral Interventions and Support program for students. The goal of the (PBIS) program is to create clear expectations across the entire school, and ensure the students are being positively recognized for meeting those expectations as opposed to solely focusing on consequences and punitive discipline.

A big part of the PBIS programs is incentives. They are hoping to have t-shirts made to give to students to build the campus identity by fostering a positive culture on school campus. They also would like to provide t-shirts for staff, which will assist in providing a positive group identity. Central Coast High School also started a basketball team this year. According to the information provided the team has done a lot to promote school spirit and motivate students to keep their grades, behavior and attendance up so they remain eligible to play and are also in need of jerseys. They are requesting a donation to purchase t-shirts for students and staff members

along with basketball jerseys for their basketball team. They are requesting a donation from the Mayor's Youth Fund in the amount of \$2,400 to help with these costs. This is Central Coast High School's first contribution request.

The application was reviewed by staff. Based on the information provided, staff has determined that the application meets the requirements of the Mayor's Youth Fund Policy.

FISCAL IMPACT

This request would be funded by a donation from GreenWaste Recovery Inc. donation to the Mayor's Youth Fund.

ATTACHMENTS

1. Attachment- Mayor's Youth Fund Contribution Policy
 2. Attachment- Mayor's Youth Fund Contribution Request
 3. Attachment- Support Letter from Alan Crawford
 4. Attachment- W-9 Form
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

CITY OF SEASIDE MAYOR'S YOUTH FUND CONTRIBUTION POLICY

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

Eligible Applicants: Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving Seaside residents that are 18 years old or younger or enrolled in high school. No faith based organization may apply for donations from the Mayor's Youth Fund due to the separation of church and state.

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 501(c) 3 Status
- Completed 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).

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.

<u>Individuals*</u>	25% of total cost of activity (not to exceed \$1,000.00)
Groups up to 20	up to \$1,500.00
Groups 21+	up to \$3,000.00

*Individual contributions must include an itemized list of all costs associated with the request including total cost of the activity.

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

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. This process is required in order to provide documentation required to meet municipal auditing standards.

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Received
2/26/16

Updated 02/01/2016

Mayor's Youth Fund Contribution Request

Prior to completing this request please review the attached contribution policy. All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda. Please return this completed form with necessary attachments to N. Towne, Recreation Services, City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955.

Name of Organization: Central Coast High School

Name of Individual Submitting Request: Lori L. Miller, volunteer, community member.

% Residents or Students of Seaside: 100% # of Participants 92 students + 20 staff members

Ages of Participants: 14-19

Mailing Address: 200 Coe Ave. Seaside, CA 93955

Phone Number: Home _____ Work 831-393-3480 Ext. 202
Cell 254-702-0907

E-mail Address: lmiller@centcoastfcu.com

Description of Event (Attach Additional Information as Necessary)

PBIS t-shirts for students & staff & basketball jerseys. (See attached letter)

Description of how the use of the funds will be specifically used for youth groups activities/events and/or has a nexus to the goals of recycling, cleanup and/or "green" sustainability to insure a healthy environment. Attach additional information as necessary.

PBIS-Positive Behavioral Interventions and Supports (see attached letter from Central Coast High School Principal, Alan Crawford.)

Basketball jerseys will be reused in future years & school already has a recycling program in place. We will further encourage recycling at basketball games & use hand stamps in lieu of paper tickets.

Description of how your participation in this event or activity benefits the City of Seaside. See Mayor's Youth Fund Contribution Policy.

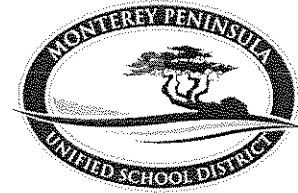
Research shows that consistent and positive feedback and encouragement goes farther than negative reinforcement in changing behaviors. Providing shirts for students and staff will show these students that they are not the "throw away kids" and will go a long way towards building self-esteem and school spirit and pride. When students have school pride, they behave better and attendance improves, truancy decreases and self-esteem improves. We are trying to get these kids to improve in all these areas which has an impact on our community now and in the future.

*Total Amount Requested: (See Contribution limits) \$2400.00

Individual Requests: Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed \$1,000.00. Applications that are incomplete will be returned.

CENTRAL COAST HIGH SCHOOL

200 Coe Ave.
Seaside, CA 93955
Phone: (831) 392-3560



Principal: Alan Crawford

Assistant Principal: Lynda Daniel

Dear City of Seaside Mayor's Youth Fund Committee:

I am writing today to request your help. We are a local continuation high school in Seaside. Our students come from all over the Monterey Peninsula – Monterey, Seaside, Marina, and Salinas. Students attend our high school for a variety of reasons, some being: attendance issues due to family problems (abuse, neglect, deportation, and homelessness), behavior issues (again, many stemming from afore-mentioned reasons), and credit recovery – some students have just fallen behind on credits and benefit from our smaller setting. We have found great successes when we implemented a PBIS program in our school.

The PBIS program stands for "P"ositive "B"ehavioral "I"nterventions and "S"upports for students. The goal of the program is to create clear expectations across the entire school, and ensure the students are being positively recognized for meeting those expectations as opposed to solely focusing on consequences and punitive discipline to have students meet the expectations we set for them.

A big part of this is incentives. As part of this research-based program, we have found that there must be consistent feedback to students when they are doing well. We do this verbally, but we also do this with incentives. We are hoping to have t-shirts made to give to students so that we can positively recognize them, while at the same time, build the campus identity which is crucial in terms of fostering a positive culture on campus. By also providing shirts for staff, we can create a positive group identity that will help to build this culture as well. This is where we are hoping you come in! The cost to provide t-shirts for each of our nearly 100 students is between \$1000.00 - \$1200.00. Shirts for staff will cost another \$400.00, so we are looking to the community to help, as this is not within our school budget. Lastly, we started a school basketball team this year. This team has done a lot to promote school spirit and motivate students to keep their grades, behavior and attendance up so they can remain eligible to play...however, the kids need jerseys. The quote we have for simple basketball jerseys (they provide their own shorts) is \$811.05. When kids look and feel good and have something to be proud of, they come to school. Our kids are deserving and we work with a much smaller budget than the other high schools because we don't have as many students, but we have the most at-risk students which is why we are seeking your help.

Would you be willing or able to help us out with a grant to help with any part of the \$2400.00 we need in order to achieve our goals? In appreciation for your donation, our leadership class will provide a thank you letter/card and we would thank you in our school newsletter to parents and staff as well. The jerseys would be reused each year in effort to "go green" and we also encourage recycling at our basketball games and provide receptacles for recycling. We sincerely appreciate your consideration.

In gratitude,

Alan Crawford

Alan Crawford, Principal, Central Coast High School
acrawford@mpusd.k12.ca.us

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).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
Sign Here	Signature of U.S. person 
	Date 

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

Received
2/26/16 Updated 02/01/2016

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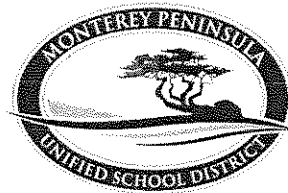
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In gratitude,

Alan Crawford

Alan Crawford, Principal, Central Coast High School
acrawford@mpusd.k12.ca.us

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Monterey Peninsula Unified School District	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☒ Other (see instructions) ▶ K-12 School District	
	Address (number, street, and apt. or suite no.) PO Box 1031 / 700 Pacific Street City, state, and ZIP code Monterey, CA 93942-1031	Requester's name and address (optional)
	List account number(s) here (optional)	

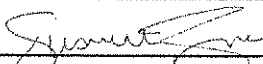
Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity,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

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).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 1/1/2013
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General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: - Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), - Certify that you are not subject to backup withholding, or - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.	Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: - An individual who is a U.S. citizen or U.S. resident alien, - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, - An estate (other than a foreign estate), or - A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
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**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nancy Towne, Recreation Services Director

DATE: March 17, 2016

**SUBJECT: CONSIDER CONTRIBUTION REQUEST FROM MAYOR'S YOUTH
FUND FOR SEASIDE HIGH SCHOOL SWIM TEAM**

PURPOSE

The purpose of this agenda item is for the City Council to consider a Three Thousand Dollars (\$3,000.00) request from Seaside High School Swim Team for a donation from the Mayor's Youth Fund.

RECOMMENDATION

It is recommended that the City council approve the request.

BACKGROUND

The Seaside High School Swim Team is requesting a donation from the Mayor's Youth fund to help pay for swim team swim parkas, transportation costs and other costs associated with the team. All swim team members are required to purchase their own swim suits. The parkas are important because they allow the swimmer to stay warm after warm-up and between swim events. They also reflect Seaside High School team colors and provide a more uniform and professional look to the swimmers. Swim parkas cost approximately \$100 apiece.

The Seaside High School Swim Team accepts any interested student; regardless of swim skill level. Inexperience swimmers are taught the fundamentals of swim strokes to help students become more confident and competitive.

Seaside High School Swim Team is an also an important feeder program to the Patullo Swim Center since many students become Red Cross Certified Lifeguards. Based on the information provided the Seaside High Swim Team meets the criteria for the Mayor's Swim Team. The last donation from the Mayor's Youth Fund was in 2015.

FISCAL IMPACT

This request would be funded by a donation from Green Waste Recovery Inc. donation to the Mayor's Youth Fund.

ATTACHMENTS

1. MYF Application, Letter of Request, Season Schedule, Team Photo, W9 Form
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

CITY OF SEASIDE MAYOR'S YOUTH FUND CONTRIBUTION POLICY

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

Eligible Applicants: Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving Seaside residents that are 18 years old or younger or enrolled in high school.

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 (I.e., benefit the community).

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 (I.e., 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.

<u>Individuals</u>	25% of total cost of activity (not to exceed \$1,000.00)
Groups up to 20	up to \$1,500.00
Groups 21+	up to \$3,000.00

*Individual Contributions must include an itemized list of all costs associated with the request including total cost of the activity.

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

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. This process is required in order to provide documentation required to meet municipal auditing standards.

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Mayor's Youth Fund Contribution Request

Prior to completing this request please review the attached contribution policy. All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda. Please return this completed form with necessary attachments to Nancy Towne, Recreation and Community Activities Director, City of Seaside, 986 Hilby Avenue., Seaside, CA 93955.

Name of Organization: Seaside High School Swim Team

Name of Individual: Coach Tessa Maura, Molly Fittro, Ken Fittro

% Residents or Students of Seaside: 90%

of Participants 50+

Ages: Freshmen through Senior High School Age

Address: 2200 Noche Buena. Seaside, CA 93955

Phone Number: Home 831 917-7111

E-mail Address: backstrider@aol.com

Description of Event (Attach Additional Information as Necessary)

The Seaside High School Swim Team provide an opportunity for students at Seaside High to compete as individuals and as a team. No student is turned away from the swim team all all levels of swimming ability are accepted and encouraged t participate. Those students who do not know how to swim are taught the fundamental of swimming. The Seaside High School Swim Team coaching staff believes that all students should know how to swim for recreational, social, health and most important for safety. Competition is encouraged but it is not the primary reason for having students at Seaside High School participate in this program.

Description of how the use of the funds will be specifically used for youth groups activities/events and/or has a nexus to the goals of recycling, cleanup and/or "green" sustainability to insure a healthy environment. (Attach Additional Information as Necessary)

The Seaside High School Swim Team is requesting a donation of \$3,000.00 to help pay for the replacement of swim equipment, parkas, fins, kick boards and other safety equipment needed for the pool as well as to help defray costs for transportation for the 2015 M.B.L. Swim meet to be held in Gilroy. Each participant of the Swim Team at Seaside High School helps raise funds each year and they work on a variety of activities to help defray cost. They are strong recyclers and have recycle bins located at the pool for recycling water bottles and cans and all swimmers are expected to help with the maintenance and cleanup of the pool area after practice and each swim meet. They also participate in the State Beach Cleanup that is held each year.

Other Funding Sources:

School Fund Raiser such as the annual Seaside High Food Day and the Seaside High Coupon Book Fundraiser,

*Amount Requested: (See Contribution) \$3,000.00

Please attach an explanation of what your particular event will do to benefit the City of Seaside. See Mayor's Youth Fund Contribution Policy.

Participant in the Seaside High School Swim Team benefits the City of Seaside in several ways. Youth that are engaged in positive activities have a stronger chance of becoming good citizens which ultimately helps the community as a whole. The Swim Team competes at several swim meets both locally and regionally. They are truly good-will ambassadors of their high school and their city.

Swimmers develop life skills such as discipline, goal-setting, and an increased sense of self-worth through their participation in the sport. It is one of the few sports that the participant competes individually and as a member of a team. It is a lifetime sport that can be continued after high school and offers a positive social outlet. Each year a significant number of Seaside high School swim team members go on to college and education is highly valued. There have been numerous Seaside High School Swim Team members who continued to swim competitively in college who have received swim scholarships. Many graduating successfully including one team member who complete his degree at West Point who now serves in the U.S. Army.

*Individual Recipients must include an itemized list of costs and total of all expenses associated with the request. Applications that are not complete will be returned.

SPARTANS

Seaside High School

SEASIDE HIGH SCHOOL
SWIM TEAM
2200 NOCHE BUENA AVE.
SEASIDE, CA 93955

Dear Mayor Rubio and Councilmen:

Attached is our application for a donation from the Mayor's Youth Fund for the Seaside High School Swim Team. We are hopeful that the city will consider our request to help pay for some of the costs associated with the swim team this year. The swim team competes each year with several local high schools. Our team accepts all students including those who do not know how to swim or are not particularly strong swimmers because we feel it is important that everybody knows how to swim. During the pre-season our coaches spend extra time working with those individual students so they feel competent to participant and compete.

The members of the team raise funds each year but it is not enough to replace our equipment and to help pay for additional transportation costs for away meets. A donation of \$3,000 would be very helpful to us and we would appreciate whatever amount the City of Seaside can afford.

Thank you for considering our request. We have attached a copy of last year's swim team and if you have any questions please feel free to contact us.

Sincerely,

Coach Tessa, Molly and Ken
Seaside High School

SPARTANS

Seaside High School

Swimming 2016

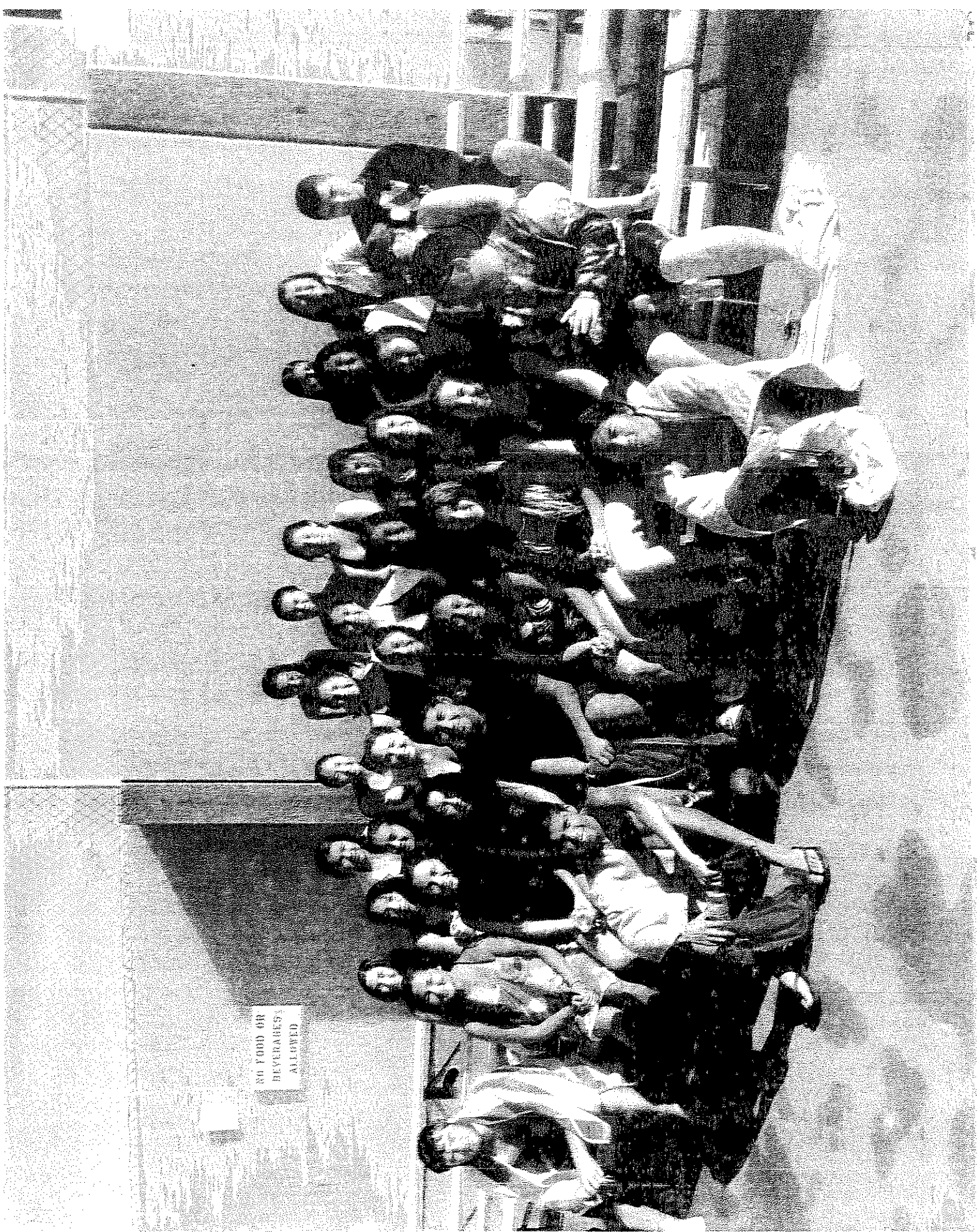
DAY	DATE	OPPONENT	GAME TIME
Saturday	February 27	Relay Meet @Carmel	8:00am W-up
Tuesday	March 8	@ Pacific Grove	3:00
Friday	March 11	@Watsonville	3:00
Friday	March 18	Gilroy @Seaside	3:00
Thursday	March 31	@North Salinas (Alvarez)	3:00
Wednesday	April 6	@ Salinas (Hartnell)	3:00
Thursday	April 7	@Alisal (Alvarez)	3:00
Friday	April 15	Monte Vista Christian @Seaside	3:00
Tuesday	April 19	York @Seaside	3:00
Friday	April 22	Monterey @ Seaside	2:30
Wed	April 27	MBL Diving Championships @ Salinas (Hartnell)	11:00am W-u 12:00 Start
Fri	April 29	MBL JV League Finals @ Salinas (Hartnell)	2:00pm W-up 3:00pm Start
Sat	April 30	MBL Varsity League Finals @ Salinas (Hartnell)	8:30am W-up 10:00am Start
Sun	May 8	CCS Entries Due	
Fri	May 13	CCS Preliminaries (Warm-Up Noon)	12:00pm
Sat	May 14	CCS Championships	12:30pm
Fri	May 20	CIF State Championships Prelims	Clovis
Sat	May 21	CIF State Championships Finals	Clovis

Principal: Carlos Moran 392- 3530 **Colors:** Red, White & Black

Vice- Principal: Joan Kevorkian 392- 3530 **Mascot:** Spartans

Athletic Director: Steven Rojas 392- 3530 ***Home Game**

Head- Coach: Ken Fittro 402- 0312 **Assistant Coaches:** Molly Fittro : 917- 7111



Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	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; 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) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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) <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 700 Pacific St.	Requester's name and address (optional)
	6 City, state, and ZIP code Monterey, CA 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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

77-0320712

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 on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nancy Towne, Recreation Services Director

DATE: March 17, 2016

**SUBJECT: REVIEW AND CONSIDER APPROVAL OF CONTRIBUTION
REQUEST FROM MAYOR'S YOUTH FUND FOR SEASIDE HIGH
SCHOOL BOYS BASKETBALL**

PURPOSE

The purpose of this agenda item is for the City Council to consider a Three Thousand Dollar (\$3,000) request from Seaside High School Basketball Team for a donation from the Mayor's Youth Fund.

RECOMMENDATION

It is recommended that the City Council approve the request.

BACKGROUND

Seaside High School Basketball Team is requesting a Three Thousand Dollar (\$3,000) donation for the cost associated with their Spring Basketball travel Team. The travel team is scheduled to play tournaments in the Bay Area and in Northern California from March 12 to May 30, a total of five weekend tournaments. This opportunity will allow student-athletes to play competitive travel basketball, continue practicing the fundamentals, and learn offensive and defensive strategies and character building.

The funds received will be used to cover costs towards tournament registration, entry fees, carpool and gasoline expenses. The travel team will strive to ensure a healthy environment through sustainable practice of using carpool vans during tournaments to reduce carbon emissions, use social media and e-mail outlets for fundraising as an opportunity to reduce waste, using refillable water bottles to keep hydrated during tournaments and recycling other materials during games. The application was reviewed by staff. Based on the information provided, staff has determined that the application meets the requirements of the Mayor's Youth Fund Policy. This their first request for a donation from the Mayor's Youth Fund.

FISCAL IMPACT

This request would be funded by a donation from GreenWaste Recovery Inc. donation to the Mayor's Youth Fund.

ATTACHMENTS

1. Attachment- Mayor's Youth Fund Contribution Policy
 2. Attachment- Mayor's Youth Fund Contribution Request
 3. Attachment- Letter from Dan Albert
 4. Attachment- W-9 Form
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

CITY OF SEASIDE MAYOR'S YOUTH FUND CONTRIBUTION POLICY

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

Eligible Applicants: Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving Seaside residents that are 18 years old or younger or enrolled in high school. No faith based organization may apply for donations from the Mayor's Youth Fund due to the separation of church and state.

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 501(c) 3 Status
- Completed 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).

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.

<u>Individuals*</u>	25% of total cost of activity (not to exceed \$1,000.00)
Groups up to 20	up to \$1,500.00
Groups 21+	up to \$3,000.00

*Individual contributions must include an itemized list of all costs associated with the request including total cost of the activity.

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

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. This process is required in order to provide documentation required to meet municipal auditing standards.

###

Mayor's Youth Fund Contribution Request

Name of Organization: Seaside High School – Boys Basketball

Name of Individual: Joan Iguban Galiguis, parent of a student-athlete

% Residents or Students of Seaside: 68% # of Participants: 22

Ages: 14 - 18

Address: 2200 Noche Buena Street, Seaside, CA 93955

Phone: 831-760-6309 cell Email: joan.iguban@gmail.com

Description of Event:

The Seaside High School – Boys Basketball is planning its first Spring Basketball travel team. The travel team is to play tournaments in the Bay Area and Northern California from March 12 to May 30, a total of five weekend tournaments. This opportunity will allow these student-athletes to play in competitive travel basketball, continue practicing the fundamentals of basketball, enhance their muscle memory, and learn better offensive and defensive strategies, as well as broaden their perspectives on teamwork, camaraderie, character building, and have the experience to travel outside of the county.

Description of how the use of the funds will be specifically used for youth groups activities and “green” sustainability to insure a healthy environment:

The funds received will be used toward the tournament registration/entry fees, carpool van and gasoline.

The travel team will strive its best to ensure a healthy environment through sustainable practice of using carpool vans during tournaments to reduce carbon emissions; sharing hotel rooms in an effort to conserve energy; using social media and email for fundraising as an opportunity to reduce waste; using refillable bottles to keep hydrated during tournaments and recycling other materials used during games. The boys travel team will strive to travel green.

Tournament Dates

March 12 – 13: Rocklin, California

April 16 – 17: San Jose, California

April 30 – May 1: North County, California

May 21 – 22: Santa Clara, California

May 28 – 30: South Lake Tahoe, California

Budget for the Five Tournaments

- Five Tournaments Registration/Entry Cost: \$2,000
 - Carpool van, 15-seat passenger \$200 x (2-vans) x (5-weekends tournament): \$2,000
 - Gas round-trip \$200 x (5-weekends tournament): \$1,000
 - Hotel x (4-rooms) x (11-nights): \$4,400
- Total Expenditures: \$9,400**

Projected Revenues

- Mayor's Youth Fund Request: \$3,000
- Other sources of revenue: \$6,400
 - Fundraising – Chocolate Dipper: \$3,100
 - Parents contribution: \$3,300

Total Revenues \$9,400**How this activity benefits the City of Seaside:**

The Boys Basketball at Seaside High School will have its first Spring Basketball travel team. This program will play a major role in the transformation of our youths living in our small town of Seaside and surrounding cities. They become student-athletes. A valuable structured program like this prevents unsupervised youths with too much time from getting into trouble, as it promotes positive values, healthy habits, and education through the game of basketball – resulting in real life power, on and off the court. Instead of seeing our youths wandering on the streets, you will see them inside a gym, practicing, cheering their comrades, or shaking hands with rival teams cordially. Truly, this program gives these youths a safe place to be afterschool and the weekend; and it cultivates them to be a student-athlete with a sense of pride to their community that supports them.

There's a need for this program, especially for high-risk youths in low-income, as it gives them activities to do afterschool and weekends, and even during school breaks. They will only benefit from positive opportunities that are needed to keep them safe while providing enriching experiences.

Our Seaside High School Boys Basketball coaches are dedicated to helping these student-athletes. Our parent volunteers strive their best to support these student-athletes. A couple examples of the many committed parents: Ms. Gardner, an alumna, and the mother of our assistant varsity coach, she donated team snacks and refreshments for most of the players during the regular season. Mrs. Iriate, an alumna, and a student-athlete parent, she has pledged to buy basketball shoes for the travel team.

Our primary source of financial support is through local businesses (50%), fundraising (30%), and parents (20%). The opportunity to taking these students to these tournaments will benefit the City of Seaside, as 15 out of the 22 participants are a resident of Seaside, and which 10 participants have never travelled to play outside of Monterey County.

Total Amount Request: \$3,000



Monterey Peninsula Unified School District

Dan Albert

Associate Superintendent, Business Services

P.O. Box 1031
700 Pacific Street
Monterey, CA 93942-1031

(831) 645-1269
(831) 392-3446 FAX
dalbert@mpusd.k12.ca.us

February 16, 2016

RE: Tax Exempt Status of MPUSD

This letter may serve as confirmation that Monterey Peninsula Unified School District is certified by the Internal Revenue Service as a Not-For-Profit Entity, Taxpayer Identification Number 77-0320712.

Should you need further information, please contact Susan Ziebell, Director of Fiscal Services at 645-1232.

Dan Albert
Associate Superintendent
Business Services

JUN-18-2008 14:07

P.001

W-9
Form
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific instructions on page 1

Name (as shown on your income tax return)
Monterey Peninsula Unified School District

Business name, if different from above

Check appropriate box: ☐ Individual sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ☐ Exempt payee
☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
700 PACIFIC ST

City, state, and ZIP code
MONTEREY CA 93940

List account number(s) here (optional)

Requester's name and address (optional)

TIN 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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

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

Social security number

or

Employer identification number
7710320712

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).

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, payment other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Supervisor
Nancy Towne, Recreation Services Director

DATE: March 17, 2016

**SUBJECT: APPROVE REQUEST FOR CO-SPONSORSHIP AND FEE WAIVER
FOR 2016 CINCO DE MAYO CELEBRATION BY THE LEAGUE OF
UNITED LATIN AMERICAN CITIZENS IN THE AMOUNT OF
\$3,630.00 (THREE THOUSAND SIX HUNDRED AND THIRTY
DOLLARS)**

PURPOSE

The purpose of this item is for the City Council to approve a request from the League of United Latin American Citizens (LULAC) for co-sponsorship and to waive fees in the amount of \$3,630.00 (Three Thousand Six Hundred and Thirty Dollars) associated with the Celebration of Cinco de Mayo to be held on May 1, 2016 at Seaside City Hall lawn.

RECOMMENDATION

Staff recommends the City Council approve the co-sponsorship and fee waiver in the amount of \$3,630.00 (Three Thousand Six Hundred and Thirty Dollars.)

BACKGROUND

The City of Seaside has co-sponsored and waived fees related to the costs associated with LULAC's Cinco de Mayo community event in the past. The last event occurred in 2015. This event will take place outside on the City Hall lawn and will feature music, dancing performances, children's activities, food and merchandise vendors: all celebrating the Mexican heritage.

LULAC has submitted a Special Event Application and is requesting all fees be waived for this year's event to be held May 1, 2016. They are requesting a partial road closure, access to electricity and use of the City's stage and chairs. LULAC will provide insurance coverage for

this event. Total costs related to the event are \$3,630.00.

FISCAL IMPACT

Fees and charges, which are applicable to this request:

Public Works Staff for Road Closure	\$2,750.00
Two Police Officers X 5.0 Hours	\$ 880.00
<u>TOTAL</u>	<u>\$3,630.00</u>

ATTACHMENTS

1. Attachment- Fee Waiver Request
 2. Attachment- Special Events Application
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



City of Seaside

FEE WAIVER REQUEST

LEAGUE OF UNITED AMERICAN CITIZENS (LULAC)

Name of Applicant

COUNCIL 2895

① MARIA BUELL / FRANCISCO LOPEZ
Organization COMMITTEE CHAIRS

Address

P.O. BOX 1055

SEASIDE

CA

93955

Street

City

State

Zip

① ^{Cell} Home Phone

831 601-6088

②

Cell Phone 831 917-7969

Email Address

lulac.monterrey@gmail.com

Room(s) Requested

Day(s) and Date(s) Requested

SUNDAY

MAY 1, 2016

Hours Requested (include set-up time)

8AM - 4:00 PM

Estimated Attendance

± 300

Description of Event

CELEBRATION OF CINCO DE MAYO

Special Instructions or Equipment to Be Brought In

PICNIC TABLES, CHAIRS, BINS FOR TRASH/RECYCLE
STAGE SET UP.

Reason for Requesting Fee Waiver

WE ARE A NON-PROFIT ORGANIZATION. THIS EVENT DOES NOT
BRING ADMINISTRATIVE REVENUES AT ALL. ALL COSTS ARE
BOUNE BY COUNCIL -- BUT OUR FUNDS ARE LOW.

Have you received a Fee Waiver in the past?

Yes ☐

No ☒

If so, what was the date of your event?

Is your organization based in Seaside?

Yes ☒

No ☐

What percentage of your members or participants resides in Seaside?

90 %

What is your organization's tax identification number?

91-1919663

Is organization able to provide liability insurance?

Yes

Will alcohol be served or sold at your event?

Yes ☐

No ☒

Applicant Signature

Maria Buell

Date

2/10/16

FOR OFFICE USE ONLY

Approved: _____

Denied: _____

Appealed: _____

Security Required? Yes ☐

No ☐

Notes: _____

Staff Approval: _____

Date: _____

SPECIAL EVENT APPLICATION

Incomplete or illegible applications will not be processed. An application for a permit is NOT a permit.

LEAGUE OF UNITED LATIN AMERICAN CITIZENS ("LULAC")

ORGANIZATION NAME COUNCIL # 2895

MAILING ADDRESS P.O. Box 1055, SEASIDE, CA 93955

CONTACT NAME _____ PHONE# _____

PHONE# _____

Names and phone numbers of person(s) in charge of the event who can be contacted on a 24-hour basis during the event. 1. FRANCISCO LOPEZ, Pres. 2. MARIA BUEL

EMAIL: (831) 917-7969 (831) 601-6088
flopez@lulacmonterey.org lulac.monterey@gmail.com

EVENT NAME: "5 DE SEASIDE CELEBRATION"

Event Category ☐ Athletic/Recreation ☐ Concert/Performance ☐ Circus
☒ Celebration/Festival ☐ Parade/Procession/March ☐ Dance
☐ Carnival ☐ Other _____

Setup	Date <u>4/30/2016</u>	Time <u>EVENING OR; 5/1/16 EARLY A.M.</u>
Event Starts	Date <u>5/1/2016</u>	Time <u>11:00 A.M. (TENTATIVE)</u>
Event Ends	Date <u>5/1/2016</u>	Time <u>4:00 P.M. (TENTATIVE)</u>
Dismantle	Date <u>5/1/2016</u>	Time <u>4:00 P.M. (TENTATIVE)</u>

SITE LOCATION 440 HARCOURT - LAWN AREA - OUTSIDE CITY COUNCIL CHAMBERS

DESCRIPTION OF EVENT-PLEASE ATTACH SITE/ROUTE MAP

Please provide detailed description of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides, sanitation provisions or any other pertinent information about the event.

CELEBRATING THE MEXICAN HERITAGE OF A LARGE POPULATION OF RESIDENTS
IN SEASIDE & MONTEREY BAY. EVENT WILL FEATURE MUSIC,
DANCING (FOLKLORE MUSIC), CHILDREN GAME BOOTHS & ACTIVITIES FOR
ENTIRE FAMILY. BOOTHS WILL SERVE FOOD, DRINKS (SOFTS/WATER) &
OTHER MISC. ITEMS WILL BE FEATURED. # OF VENDORS TO BE
DETERMINED. THIS IS AN ALCOHOL-FREE EVENT TO BE ENJOYED BY
ENTIRE FAMILY.

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for crowd control and internal security

VOLUNTEERS FROM COUNCIL AS WELL AS CSUMB STUDENTS WILL ASSIST
W/ CROWD CONTROL & SET-UP/CLEAN UP. WE REQUEST PD & FDIEPT
PROVIDE ASSISTANCE -- IF NEEDED.

NAME OF SECURITY ORGANIZATION (If required) NONE

Please attach security contract.

SIGNS POSTED BANNER @ LAWN AREA FACING CANTON DEL REY BLVD.

OF PARTICIPANTS APPROX. 200-300 (PENDING WEATHER ON THIS DAY)

IS THE EVENT OPEN TO THE PUBLIC? ☒ YES () NO

If no, please describe how the event will be restricted and indicate plan on detailed schematic.

IF ADMISSION IS TO BE CHARGED, WHAT IS THE PRICE OF TICKETS FOR THE EVENT? 0

☒ NON-PROFIT 501 C(3) () 501 C(6) () COMMERCIAL-FOR PROFIT

() OTHER

Federal ID# 91-1919663

Event Benefiting: SCHOLARSHIP FUND

WHAT CITY SERVICES DO YOU ANTICIPATE YOU WILL NEED? (IE., POLICE, FIRE, RECREATION, PUBLIC WORKS, ETC.)

POLICE - IF NEEDED

FIRE - IF NEEDED

RECREATION: SET UP PICNIC TABLES, TRASH & RECYCLING BINS.

PW: SET UP OF STAGE FOR PERFORMANCES

METHOD OF TRASH COLLECTION/DISPOSAL AND PROVISION FOR ADDITIONAL SANITARY FACILITIES

- BINS FOR RECYCLING (BY CITY)

- TRASH BINS (BY CITY)

PARKING ARRANGEMENTS: NONE.

Public Parking Needs

PUBLIC HAS ACCESS TO SURROUNDING ^{STREET} AREAS & LAGUNA GLANDER
IF NECESSARY

SPECIAL EQUIPMENT TO BE USED FOR PROPOSED EVENT. LIST ALL ELECTRICAL NEEDS YOU MAY REQUIRE

☒ P.A. System

() Generator(s)

☒ Amplified sound/music

☒ Booths

☒ Bleachers

() Cooking fuel

() Tents

☒ Banners

☒ Barricades

() Other

DO YOU INTEND TO SELL FOOD OR BEVERAGE?

☒ YES () NO

If YES, please attach Health Department Food Vendor Certificate.

VENDORS WILL PROVIDE NECESSARY HEALTH PERMITS/LICENSES
PRIOR TO EVENT.

DO YOU INTEND TO SELL OTHER MERCHANDISE?

of Vendors N/D - PENDING RECEIPT OF APPLICATIONS FROM VENDORS. ☒ YES ☐ NO

Describe the type of merchandise.

JEWELRY / SMALL CLOTHING, ETC.

WILL ALCOHOL BE SERVED? ☐ YES ☒ NO

WILL ALCOHOL BE SOLD? ☐ YES ☒ NO

If yes, please attach ABC license.

WILL EVENT INCLUDE MUSIC OR LIVE PERFORMANCES? ☒ YES ☐ NO

HOW WILL EVENT BE ADVERTISED AND PROMOTED?

PSA'S W/ LOCAL UNIVISION 67 & LOCAL NEWSPAPER

WILL FILM, VIDEO, OR PHOTOGRAPHY BE INVOLVED WITH THE PRODUCTION OF THE EVENT?

NO.

OTHER PERTINENT INFORMATION OR SPECIAL REQUESTS

ASSISTANCE OF REC / PW DEPT TO CLOSE DTA ENTRANCE
TO HARBOR FOR HOURS OF EVENT; SET UP BLEACHERS
& PERFORMANCE PLATFORM.

APPLICANT AGREEMENT: All applicable fees must be paid 30 days prior to event date. No permit revisions will be accepted less than 14 days prior to the event date. The City of Seaside retains the right to terminate the event at any time should a responsible city official determine any activity related to the event is a threat to public safety and/or property. I (we) agree to abide by all laws, rules and regulations which may apply to this area. I (we) accept specific responsibility for other members of my group and for any damage done to city property and/or facilities, and agree to clean and restore the site to the condition in which it was found prior to the holding of the specific event. I certify under penalty of perjury that all the preceding information is true to the best of my knowledge. Completed and signed special event form must be submitted to Recreation and Community Activities Director within seven working days of receipt of form.

Permit Holder's Signature

Date

APPLICATION MUST INCLUDE:

Non-refundable Application Fee of \$90.00

Detailed schematic of event location indicating specific activity sites. For non-profit organizations, a copy of non-profit status must be submitted.

Attach to application and mail to:

City of Seaside
Recreation Services
Attn: N. Towne
986 Hilby Avenue

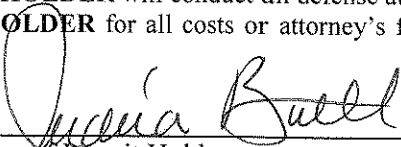
Specific Event	Conditions of Approval
1. Initial Approval	1.1. Project Description: A detailed description of the project, including its purpose, objectives, and expected outcomes.
2. Environmental Impact Assessment (EIA)	2.1. Assessment: A thorough assessment of the potential environmental impacts of the project, including air quality, water resources, and biodiversity.
3. Public Consultation	3.1. Engagement: A process of public consultation and engagement with stakeholders, including local communities, government agencies, and industry groups.
4. Approval Decision	4.1. Decision: A final decision on whether the project is approved, based on the findings of the EIA and public consultation.
5. Implementation and Monitoring	5.1. Implementation: The project is implemented in accordance with the approved conditions.
6. Monitoring and Reporting	6.1. Monitoring: Regular monitoring and reporting on the project's progress and environmental impacts.
7. Review and Evaluation	7.1. Review: A final review and evaluation of the project's outcomes and impacts.

Risk Manager. Please obtain the required insurance and mail an original insurance certificate to City of Seaside, Recreation and Community Activities Department, P.O. box 810, Seaside, CA 93955.

Name of insurance agent NON-PROFITS Insurance Agent's Name NOT ONE IN PARTICULAR
Business Phone _____ Policy Number TO BE PROVIDED CLOSER TO
EVENT (+ 2 WKS)

PERMIT HOLDER hereby agrees to protect, defend, indemnify and hold and save harmless CITY, its officers, and employees against any and all liability, claims, judgements, costs and demands, however caused, including those resulting from death or injury to PERMIT HOLDER'S employees and damage to PERMIT HOLDER'S property, arising directly or indirectly out of the obligations or operations herein undertaken by PERMIT HOLDER, including those arising from the passive concurrent negligence of CITY but save and except those which arise out of the active concurrent negligence, sole negligence, or the sole willful misconduct of CITY PERMIT HOLDER will conduct all defense at its sole cost and expense. CITY shall be reimbursed by PERMIT HOLDER for all costs or attorney's fees incurred by CITY in enforcing this obligation.

2/10/16
Date


Signature of Permit Holder

.....
Administrative Use Only

Sign Off

☐ Building _____	☐ Recreation _____
☐ Planning _____	☐ Finance _____
☐ Police _____	☐ Public Works _____
☐ Fire _____	☐ County Health _____

Department Comments

Special Event application form
Revised February 18, 2014



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Vicki Myers, Police chief

DATE: March 17, 2016

SUBJECT: RESOLUTION AUTHORIZING STAFF TO SEEK 2016-2018 BOARD OF STATE AND COMMUNITY CORRECTIONS GRANT FUNDS FOR STRENGTHENING POLICE-COMMUNITY RELATIONSHIPS.

PURPOSE

The purpose of this item is to have the City Council approve a resolution authorizing staff to seek 2016-2018 Board of State and Community Corrections (BSCC) grant funds for strengthening police-community relationships.

RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing staff to seek 2016-2018 BSCC grant funds for strengthening police-community relationships, and authorize the City Manager to execute the grant application.

BACKGROUND

Trust between law enforcement agencies and the people they protect and serve is essential in a democracy. It is key to the stability of our communities, the integrity of our criminal justice system, and the safe and effective delivery of policing services.

Building trust and nurturing legitimacy on both sides of the police/citizen divide is the foundational principle underlying the nature of relations between law enforcement agencies and the communities they serve. Decades of research and practice support the premise that people are more likely to obey the law when they believe that those who are enforcing it have authority that is perceived as legitimate by those subject to the authority.

The public confers legitimacy only on those whom they believe are acting in procedurally just ways. In addition, law enforcement cannot build community trust if it is seen as an occupying force coming in from outside to impose control on the community. The intent of the

Strengthening grant is to provide the resources and understanding...for law enforcement and the community...that proactively promotes public trust and initiates positive non-enforcement engagement.

Grant Basics:

The BSCC is soliciting proposals for a \$6 million grant designed to help law enforcement agencies and the communities they serve improve relationships, including but not limited to: providing training for front-line peace officers on issues such as implicit bias; funding for research to examine how local policing services currently are being delivered; assessing the state of law enforcement-community relations; comparing the status quo with the best practices in the policing profession; and receiving recommendations for moving forward, including the identification of policing models and operational options to improve policing; problem-oriented policing initiatives such as Operation Ceasefire; restorative justice programs that address the needs of victims, offenders, and the community; behavioral health training and any one-time costs associated with implementing, expanding, and maintaining a program designed to capture peace officer interactions with individuals in the community.

The maximum allowable grant amount for an individual application is up to \$600,000.00
The maximum allowable grant amount for a joint application is up to \$850,000.00

Project Deadlines:

- Grant Period: July 1, 2016 – June 30, 2018
- Notice of Intent to Apply: March 18, 2016
- Proposal Due Date: April 1, 2016

Match Requirement:

A local match totaling a minimum of 20 percent of the grant funds requested must be identified in the proposal budget. This obligation may be met through cash or in-kind matching funds, or a combination of both. Cash match, also known as hard match, is income from a source other than grant funds that is budgeted for the project. When used to augment the project, cash expenditures for items such as personnel, facilities and supplies may be considered cash match. In-kind match, also known as soft match, is the project's contribution of non-cash outlay of materials or resources to support grant award activities. It may include non-cash outlay contributed by other public agencies, private organizations and individuals. Examples include donated office supplies, equipment, professional services and volunteer time. Both cash and in-kind match must be specifically identified by line-item in the budget. This requirement must be met in both individual and joint applications.

Community Engagement:

Referred to as the "Strengthening" grant, community engagement is a critical component. Inherent in the development of this grant is an acknowledgement that the success of any effort to strengthen law enforcement/community relations depends on strong support, communication

and collaboration between both parties. Law enforcement cannot problem solve without help from its communities; likewise communities cannot understand the complexities of police work without engaging its law enforcement partners.

Community partners may include community-based organizations, faith-based organizations, non-profits, service providers, advocacy groups or justice-involved individuals and their families.

Data-Driven and Innovative Approaches:

Applicants seeking funding through this grant process will be required to demonstrate that they will adhere to the basic principles of evidence-based practice (e.g., using data and research to drive decision-making) in the development, implementation and evaluation of their overall projects.

Disbursement of Grant Funds:

Disbursement of grant funds occurs on a reimbursement basis for costs incurred during a reporting period. Grantees must submit invoices to the BSCC on a quarterly basis within 45 days following the end of the reporting period via the online process. Grantees must maintain adequate supporting documentation for all costs claimed on invoices for reimbursement.

Audit:

Grantees must submit an audit of expenditures (either grant-specific or as part of a city/county single audit) within 120 days of the end of the grant period. Reasonable and necessary extensions to the due date may be granted if requested. In addition, the BSCC reserves the right to require a financial audit any time between the execution of the Grant Agreement and 60 days after the end of the grant period.

Quarterly Progress Reports:

Grant award recipients are required to provide relevant program information and data by submitting quarterly progress reports to the BSCC

Three-Year Grant Cycle:

The BSCC has made major changes to the administration of the CalGRIP Grant Program, commencing this grant cycle, Fiscal Year 2014/15. The most significant change is moving to a three-year cycle, eliminating overlapping grant cycles. Rather than one sum to be spent over the course of three years, new funds will be allocated annually, once a year for the three-year cycle.

New Funds Each Year:

This means that applicants may apply for up to \$500,000 each year of the three-year cycle. The amount an applicant applies for must be the same amount each year for three years. For

example: 1st year \$200,000, 2nd year \$200,000 and 3rd year \$200,000 totaling \$600,000 for a three year period (plus the added match of \$600,000 totaling \$1.2 million). Grantees may be able to carry unspent funds into the next calendar year, with BSCC staff approval.

FISCAL IMPACT

There is no fiscal impact to the General Fund associated with the authorization to pursue grant funds for the 2016-2018 BSCC Strengthening grant funds. The grant writing fees will be paid for through the Police Departments approved FY 15/16 budget.

ATTACHMENTS

1. Resolution to apply for 2016-2018 Strengthening Police Community Relations
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING STAFF TO SEEK 2016-2018 BOARD OF STATE AND COMMUNITY
CORRECTIONS GRANT FUNDS FOR STRENGTHENING POLICE-COMMUNITY
RELATIONSHIPS.**

WHEREAS, the City of Seaside Police Department desires to submit a grant proposal to the Board of State and Community Corrections (BSCC) for the 2016-2018 Strengthening Police-Community Relationships (Strengthening) program, and;

WHEREAS, the funds for the grant writer will be paid for from the approved Seaside Police Department Fiscal Year 2015/2016 budget, and;

WHEREAS, the Strengthening grant funds, if awarded, would be used to implement a program designed to provide training for Seaside law enforcement personnel on issues such as implicit bias; receiving recommendations for moving forward that include the identification of policing models and operational options to improve policing; problem oriented policing initiatives; restorative justice programs that address the needs of victims, offenders, and the community; or behavioral health training and any one-time costs associated with implementing, expanding, and maintaining a program designed to capture peace officer interactions with individuals in the community, and;

WHEREAS, the Strengthening grant match requirement will be in-kind contributions;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside do hereby:

Approve the City of Seaside City Manager to authorize and execute on behalf of the City of Seaside City Council the 2016-2018 BSCC Strengthening Police-Community Relationships grant application.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Seaside, duly held on the 17th day of March, 2016 by the following vote:

AYES: Council Members
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.I.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: March 17, 2016

SUBJECT: AUTHORIZE THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN A REGIONAL ASSISTANCE TO FIREFIGHTERS GRANT APPLICATION FOR THE PURCHASE OF MOBILE AND PORTABLE RADIOS FOR THE FIRE AND PUBLIC WORKS DEPARTMENTS WITH MATCHING FUNDS OF \$63,296.00.

PURPOSE

The purpose of this item is to authorize the City Manager to sign a memorandum of understanding between the City of Seaside and the Cities of Monterey and Marina (host agencies) and the City of Seaside (host agency) and the balance of the Monterey County fire agencies for the participation in the application for (3) Regional Assistance to Firefighters Grants for the purchase of replacement mobile and portable radios for the fire and public works departments.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to sign a memorandum of understanding between the City of Seaside and the Cities of Monterey and Marina (host agencies) and the City of Seaside (host agency) and the balance of the Monterey County fire agencies for the participation in the application for (3) Regional Assistance to Firefighters Grants for the purchase of replacement mobile and portable radios for the fire and public works departments.

BACKGROUND

Emergency communications equipment is a critical component of the public safety dispatch system. Clear, concise radio transmissions are crucial to providing rapid emergency response to mitigate an incident; just as important is communications between the incident commander and interior crews so firefighter safety is not compromised. The fire department's current inventory

of radios (51) is approaching ten years of age and was purchased through an AFG Regional Grant. As well it was discovered that the current inventory of radios (12) held by the Public Works Department were not upgraded to operate on the County Communications digital system. This was discovered during the October power outage and identified as a gap in the after action report. Between the age of the equipment and the technological improvements now available, it is time to consider replacement.

The Department of Homeland Security has recently implemented a change to the AFG Regional Grant requirements; this change requires all agencies participating in the grant application to sign an MOU or Letter of Commitment (City Council approved the City Managers signature to the letters of commitment at the September 17, 2015 meeting) followed by an MOU stating the agency will take delivery of the equipment if the grant is awarded. The attached MOU's were distributed and will be signed by all participating fire agencies in Monterey County included in the grant application.

Three fire agencies, Seaside, Marina and Monterey will be hosting the three grant applications and matching funds required for each agency if awarded have been provided to the respective agency.

LEGAL REVIEW

The City of Seaside Legal Council has reviewed the MOU's and approved to form.

FISCAL IMPACT

The fiscal impact to the City if the grant applications are approved will be approximately \$63,296.00 in matching funds. It is not anticipated this grant will be awarded until after July 1, 2016 and funds will be made available in the fire department FY16-17 budget.

ATTACHMENTS

1. Resolution
2. MOU - Marina
3. MOU - Monterey
4. MOU - Seaside
5. Staff Report Dated September 17, 2015

Reviewed for Submission to the
City Council by:



Meeting Date: March 17, 2016

Craig Malin, City Manager

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN A REGIONAL ASSISTANCE TO FIREFIGHTERS GRANT APPLICATION FOR THE PURCHASE OF MOBILE AND PORTABLE RADIOS FOR THE FIRE AND PUBLIC WORKS DEPARTMENTS WITH MATCHING FUNDS OF \$63,296.00.

WHEREAS, emergency communications equipment is a critical component of the public safety dispatch system and clear, concise radio transmissions are crucial to providing rapid emergency response to mitigate an incident; and,

WHEREAS, the fire department's current inventory of radios, purchased through an AFG Regional Grant, includes a total of 51 units and the Public Works department current inventory includes 12 portable radios and are now approaching ten years of age; and,

WHEREAS, between the age of the equipment and the technological improvements now available, it is time to consider replacement; and,

WHEREAS, the Department of Homeland Security has recently implemented a change to the AFG Regional Grant requirements, requiring all agencies participating in the grant application to sign an MOU or a Letter of Commitment followed by an MOU stating the agency will take delivery of the equipment if the grant is awarded; and,

WHEREAS, three fire agencies, Seaside, Marina and Monterey will be hosting the three grant applications; and,

WHEREAS, the fiscal impact to the City, if the grant applications are approved will be approximately \$63,296.00 in matching funds.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to sign a memorandum of Understanding for participation in a Regional Assistance to Firefighters Grant application for the purchase of mobile and portable radios for the Fire and Public Works departments with matching funds of \$63,296.00.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 17th day of March, 2016, by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

**AGREEMENT
FOR THE PARTICIPATION IN AN ASSISTANCE TO FIREFIGHTERS GRANT FOR
THE PROCUREMENT OF PORTABLE AND MOBILE RADIOS AND ANCILLARY
EQUIPMENT**

CITY OF MARINA, HOST AGENCY

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2016 by and between the City of Marina, Monterey County, a political subdivision of the State of California (hereinafter the "City") and the following cities, fire districts, and other agencies (hereinafter individually the "Agency" and collectively the "Agencies"):

AROMAS FIRE DISTRICT
BIG SURE FIRE BRIGADE
CARMEL AMBULANCE
CITY OF CARMEL-BY-THE-SEA
CYPRESS FIRE DISTRICT
CITY OF GONZALES
GREENFIELD FIRE DISTRICT
CARMEL HIGHLANDS FIRE DISTRICT
CITY OF KING
MID COAST FIRE BRIGADE
CITY OF MONTEREY
MONTEREY COUNTY REGIONAL FIRE DISTRICT
CITY OF PACIFIC GROVE
PEBBLE BEACH COMMUNITY SERVICES DISTRICT
CITY OF SALINAS
CITY OF SEASIDE

RECITALS:

WHEREAS, emergency radio communications is one of the most hazardous aspects of a firefighters job and according to statistics accounts for up to 25% of firefighter injuries and deaths annually; and

WHEREAS, it is in the best interests that all Agencies to continue to work together to provide applicable training and communications to the county, cities and districts, and persons served; and

WHEREAS, the CITY, in conjunction and consultation with the all participating agencies, will host a regional Assistance to Firefighters Grant Proposal to the United States Department of Homeland Security; and

WHEREAS, Department of Homeland Security Preparedness Directorate's Office of Grants and Training may award the grant for an amount that will not exceed \$2,500,000.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. CITY'S OBLIGATION

- A. The City shall coordinate, plan, and purchase the portable and mobile radios in accordance with appropriate federal, state, and local laws, rules, and regulations.
- B. The City shall coordinate with the grant program manager and appropriate vendors to secure the equipment in accordance with local procurement procedures and Federal purchasing guidelines.
- C. Any unexpended dollar amounts contributed by an agency will be returned to the agency within three months after the notice of completion for the project has been filed by the City, or the project is declared abandoned by the City, which ever is earlier.

2. AGENCIES' OBLIGATION

- A. The Agencies may assist in governing the design and specifications for the portable radios and fixed site infrastructure.
- B. The Agencies may provide technical input and requirements necessary to create an effective radio specification to meet their individual and collective needs.
- C. The Agencies shall provide funding and resources necessary to complete the purchase of the specified communications equipment pursuant to the grant agreement documents with regards to local matching funds and contractual services.

3. COST SHARING PLAN

In consideration of the foregoing, each Agency shall pay the City a share of the communications equipment purchase costs in accordance with the Agency's cost sharing ratio as agreed utilizing the **exhibit A** (to be determined) attached to this Memorandum of Understanding.

4. PAYMENT PROVISIONS

Agencies agree to remit full payment of all invoices received from the City within 30 days of receipt. Agencies agree that City may issue invoice prior to delivery of communications equipment, but not prior to actual award of contract for purchase to communications equipment vendor. City may invoice agencies for any portion, or the entire amount, of their respective costs.

5. TERM OF THE AGREEMENT

This Agreement shall become effective as of October 1, 2015, and shall remain in effect for a period of six (6) months after notice of completion of the project has been recorded by the Preparedness Directorate's Office of Grant and Training.

6. SEVERABILITY

If any part, term or provision of this agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

7. INDEMNIFICATION

Each Agency shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with that Agency's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the City. "City's performance" includes City's action or inaction and the action or inaction of City officers, employees, agents and subcontractors.

The City shall indemnify, defend, and hold harmless each Agency, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Agency's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the an Agency or Agencies. "Agency's performance" includes Agency's action or inaction and the action or inaction of Agency's officers, employees, agents and subcontractors.

8. INSURANCE

- A. Without limiting Agency's or City's duty to indemnify, all Agencies and the City shall maintain in force at all times during the performance of this Agreement, program of insurance with the following minimum limits of liability:
 - 1. Comprehensive general liability, including but not limited to premises, and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products, and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 - 2. Comprehensive automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 - 3. Worker's Compensation in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident, and \$1,000,000 each disease.
- B. In the event any party is lawfully self-insured in any or all of the aforementioned insurance areas, a letter certifying those areas of coverage, and in the minimum amounts as set forth in this contract, shall be furnished upon request to the other parties prior to execution of this Agreement.

9. GENERAL PROVISIONS

- A. Project Governance. The City shall govern the project to specify and purchase the communications equipment. By a majority vote at a meeting at which a quorum of the represented voting agencies are present the project may be terminated and/or reconstituted as directed by the approved motion.
- B. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- C. Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.
- D. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- E. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement.
- F. Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- G. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- H. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California. The venue for such actions shall be the County of Monterey, California.
- I. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- J. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Participation of all Agencies noted is expected but, in the event that an agency elects not to participate, the Agreement will remain valid for those agencies that execute the Agreement.
- K. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.

- M. Notices. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail as indicated below with the signatures to the location at which this Agreement is executed:

IN WITNESS WHEREOF, the City and each of the Agencies have caused this Agreement to be executed by their duly authorized representative as of the day and year written above.

City of Seaside:

City Manager

Date:

**AGREEMENT
FOR THE PARTICIPATION IN AN ASSISTANCE TO FIREFIGHTERS GRANT FOR
THE PROCUREMENT OF PORTABLE AND MOBILE RADIOS AND ANCILLARY
EQUIPMENT**

CITY OF MONTEREY, HOST AGENCY

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2016 by and between the City of Monterey, Monterey County, a political subdivision of the State of California (hereinafter the "City") and the following cities, fire districts, and other agencies (hereinafter individually the "Agency" and collectively the "Agencies"):

AROMAS FIRE DISTRICT
BIG SURE FIRE BRIGADE
CARMEL AMBULANCE
CITY OF CARMEL-BY-THE-SEA
CYPRESS FIRE DISTRICT
CITY OF GONZALES
GREENFIELD FIRE DISTRICT
CARMEL HIGHLANDS FIRE DISTRICT
CITY OF KING
CITY OF MARINA
MID COAST FIRE BRIGADE
MONTEREY COUNTY REGIONAL FIRE DISTRICT
CITY OF PACIFIC GROVE
PEBBLE BEACH COMMUNITY SERVICES DISTRICT
CITY OF SALINAS
CITY OF SEASIDE

RECITALS:

WHEREAS, emergency radio communications is one of the most hazardous aspects of a firefighters job and according to statistics accounts for up to 25% of firefighter injuries and deaths annually; and

WHEREAS, it is in the best interests that all Agencies to continue to work together to provide applicable training and communications to the county, cities and districts, and persons served; and

WHEREAS, the CITY, in conjunction and consultation with the all participating agencies, will host a regional Assistance to Firefighters Grant Proposal to the United States Department of Homeland Security; and

WHEREAS, Department of Homeland Security Preparedness Directorate's Office of Grants and Training may award the grant for an amount that will not exceed \$2,500,000.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. CITY'S OBLIGATION

- A. The City shall coordinate, plan, and purchase the portable and mobile radios in accordance with appropriate federal, state, and local laws, rules, and regulations.
- B. The City shall coordinate with the grant program manager and appropriate vendors to secure the equipment in accordance with local procurement procedures and Federal purchasing guidelines.
- C. Any unexpended dollar amounts contributed by an agency will be returned to the agency within three months after the notice of completion for the project has been filed by the City, or the project is declared abandoned by the City, whichever is earlier.

2. AGENCIES' OBLIGATION

- A. The Agencies may assist in governing the design and specifications for the portable radios and fixed site infrastructure.
- B. The Agencies may provide technical input and requirements necessary to create an effective radio specification to meet their individual and collective needs.
- C. The Agencies shall provide funding and resources necessary to complete the purchase of the specified communications equipment pursuant to the grant agreement documents with regards to local matching funds and contractual services.

3. COST SHARING PLAN

In consideration of the foregoing, each Agency shall pay the City a share of the communications equipment purchase costs in accordance with the Agency's cost sharing ratio as agreed utilizing the **exhibit A** (to be determined) attached to this Memorandum of Understanding.

4. PAYMENT PROVISIONS

Agencies agree to remit full payment of all invoices received from the City within 30 days of receipt. Agencies agree that City may issue invoice prior to delivery of communications equipment, but not prior to actual award of contract for purchase to communications equipment vendor. City may invoice agencies for any portion, or the entire amount, of their respective costs.

5. TERM OF THE AGREEMENT

This Agreement shall become effective as of October 1, 2015, and shall remain in effect for a period of six (6) months after notice of completion of the project has been recorded by the Preparedness Directorate's Office of Grant and Training.

6. SEVERABILITY

If any part, term or provision of this agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

7. INDEMNIFICATION

Each Agency shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with that Agency's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the City. "City's performance" includes City's action or inaction and the action or inaction of City officers, employees, agents and subcontractors.

The City shall indemnify, defend, and hold harmless each Agency, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Agency's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the an Agency or Agencies. "Agency's performance" includes Agency's action or inaction and the action or inaction of Agency's officers, employees, agents and subcontractors.

8. INSURANCE

- A. Without limiting Agency's or City's duty to indemnify, all Agencies and the City shall maintain in force at all times during the performance of this Agreement, program of insurance with the following minimum limits of liability:
 1. Comprehensive general liability, including but not limited to premises, and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products, and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 2. Comprehensive automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 3. Worker's Compensation in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident, and \$1,000,000 each disease.
- B. In the event any party is lawfully self-insured in any or all of the aforementioned insurance areas, a letter certifying those areas of coverage, and in the minimum amounts as set forth in this contract, shall be furnished upon request to the other parties prior to execution of this Agreement.

9. GENERAL PROVISIONS

- A. Project Governance. The City shall govern the project to specify and purchase the communications equipment. By a majority vote at a meeting at which a quorum of the represented voting agencies are present the project may be terminated and/or reconstituted as directed by the approved motion.
- B. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- C. Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.
- D. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- E. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement.
- F. Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- G. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- H. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California. The venue for such actions shall be the County of Monterey, California.
- I. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- J. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Participation of all Agencies noted is expected but, in the event that an agency elects not to participate, the Agreement will remain valid for those agencies that execute the Agreement.
- K. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.

- M. Notices. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail as indicated below with the signatures to the location at which this Agreement is executed:

IN WITNESS WHEREOF, the City and each of the Agencies have caused this Agreement to be executed by their duly authorized representative as of the day and year written above.

City of Seaside:

City Manager

Date:

**AGREEMENT
FOR THE PARTICIPATION IN AN ASSISTANCE TO FIREFIGHTERS GRANT FOR
THE PROCUREMENT OF PORTABLE AND MOBILE RADIOS AND ANCILLARY
EQUIPMENT**

CITY OF SEASIDE, HOST AGENCY

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2016 by and between the City of Seaside, Monterey County, a political subdivision of the State of California (hereinafter the "City") and the following cities, fire districts, and other agencies (hereinafter individually the "Agency" and collectively the "Agencies"):

AROMAS FIRE DISTRICT
BIG SURE FIRE BRIGADE
CARMEL AMBULANCE
CITY OF CARMEL-BY-THE-SEA
CYPRESS FIRE DISTRICT
CITY OF GONZALES
GREENFIELD FIRE DISTRICT
CARMEL HIGHLANDS FIRE DISTRICT
CITY OF KING
CITY OF MARINA
MID COAST FIRE BRIGADE
CITY OF MONTEREY
MONTEREY COUNTY REGIONAL FIRE DISTRICT
CITY OF PACIFIC GROVE
PEBBLE BEACH COMMUNITY SERVICES DISTRICT
CITY OF SALINAS

RECITALS:

WHEREAS, emergency radio communications is one of the most hazardous aspects of a firefighters job and according to statistics accounts for up to 25% of firefighter injuries and deaths annually; and

WHEREAS, it is in the best interests that all Agencies to continue to work together to provide applicable training and communications to the county, cities and districts, and persons served; and

WHEREAS, the CITY, in conjunction and consultation with the all participating agencies, will host a regional Assistance to Firefighters Grant Proposal to the United States Department of Homeland Security; and

WHEREAS, Department of Homeland Security Preparedness Directorate's Office of Grants and Training may award the grant for an amount that will not exceed \$2,500,000.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. CITY'S OBLIGATION

- A. The City shall coordinate, plan, and purchase the portable and mobile radios in accordance with appropriate federal, state, and local laws, rules, and regulations.
- B. The City shall coordinate with the grant program manager and appropriate vendors to secure the equipment in accordance with local procurement procedures and Federal purchasing guidelines.
- C. Any unexpended dollar amounts contributed by an agency will be returned to the agency within three months after the notice of completion for the project has been filed by the City, or the project is declared abandoned by the City, whichever is earlier.

2. AGENCIES' OBLIGATION

- A. The Agencies may assist in governing the design and specifications for the portable radios and fixed site infrastructure.
- B. The Agencies may provide technical input and requirements necessary to create an effective radio specification to meet their individual and collective needs.
- C. The Agencies shall provide funding and resources necessary to complete the purchase of the specified communications equipment pursuant to the grant agreement documents with regards to local matching funds and contractual services.

3. COST SHARING PLAN

In consideration of the foregoing, each Agency shall pay the City a share of the communications equipment purchase costs in accordance with the Agency's cost sharing ratio as agreed utilizing the **exhibit A** (to be determined) attached to this Memorandum of Understanding.

4. PAYMENT PROVISIONS

Agencies agree to remit full payment of all invoices received from the City within 30 days of receipt. Agencies agree that City may issue invoice prior to delivery of communications equipment, but not prior to actual award of contract for purchase to communications equipment vendor. City may invoice agencies for any portion, or the entire amount, of their respective costs.

5. TERM OF THE AGREEMENT

This Agreement shall become effective as of October 1, 2015, and shall remain in effect for a period of six (6) months after notice of completion of the project has been recorded by the Preparedness Directorate's Office of Grant and Training.

6. SEVERABILITY

If any part, term or provision of this agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

7. INDEMNIFICATION

Each Agency shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with that Agency's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the City. "City's performance" includes City's action or inaction and the action or inaction of City officers, employees, agents and subcontractors.

The City shall indemnify, defend, and hold harmless each Agency, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Agency's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the an Agency or Agencies. "Agency's performance" includes Agency's action or inaction and the action or inaction of Agency's officers, employees, agents and subcontractors.

8. INSURANCE

- A. Without limiting Agency's or City's duty to indemnify, all Agencies and the City shall maintain in force at all times during the performance of this Agreement, program of insurance with the following minimum limits of liability:
 1. Comprehensive general liability, including but not limited to premises, and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products, and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 2. Comprehensive automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 3. Worker's Compensation in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident, and \$1,000,000 each disease.
- B. In the event any party is lawfully self-insured in any or all of the aforementioned insurance areas, a letter certifying those areas of coverage, and in the minimum amounts as set forth in this contract, shall be furnished upon request to the other parties prior to execution of this Agreement.

9. GENERAL PROVISIONS

- A. Project Governance. The City shall govern the project to specify and purchase the communications equipment. By a majority vote at a meeting at which a quorum of the represented voting agencies are present the project may be terminated and/or reconstituted as directed by the approved motion.
- B. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- C. Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.
- D. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- E. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement.
- F. Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- G. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- H. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California. The venue for such actions shall be the County of Monterey, California.
- I. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- J. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Participation of all Agencies noted is expected but, in the event that an agency elects not to participate, the Agreement will remain valid for those agencies that execute the Agreement.
- K. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.

- M. Notices. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail as indicated below with the signatures to the location at which this Agreement is executed:

IN WITNESS WHEREOF, the City and each of the Agencies have caused this Agreement to be executed by their duly authorized representative as of the day and year written above.

City of XXXXXXXXXXXXXXXX:

Fire Chief/Mayor/City Manager/Board President

Date:

**CITY OF SEASIDE
STAFF REPORT**

TO: Honorable Mayor and City Council

FROM: John Dunn, City Manager

BY: Brian Dempsey, Fire Chief

DATE: September 17, 2015

SUBJECT: **GRANT APPLICATION APPROVAL FOR ASSISTANCE TO FIREFIGHTERS REGIONAL GRANT FOR THE PURCHASE OF MOBILE AND PORTABLE RADIOS FOR THE FIRE DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO SIGN LETTERS OF COMMITMENT FOR PARTICIPATION.**

PURPOSE

The purpose of this item is to provide the City Council an opportunity to review, discuss and consider authorizing the submission of an application for a Regional Assistance to Firefighters Grant for the purchase of replacement mobile and portable radios for the fire department. And authorize the City Manager to sign letters of commitment for participation in the regional grant.

RECOMMENDATION

It is recommended that the City Council approve the submission of an application for a Regional Assistance to Firefighters Grant for the purchase of replacement mobile and portable radios for the fire department and authorize the City Manager to sign the letters of commitment.

BACKGROUND

Emergency communications equipment is a critical component of the public safety dispatch system. Clear, concise radio transmissions are crucial to providing rapid emergency response to mitigate an incident; just as important is communications between the incident commander and interior crews so firefighter safety is not compromised. The fire department's current inventory of radios is approaching ten years of age and was purchased through an AFG Regional Grant. Between the age of the equipment and the technological improvements now available, it is time to consider replacement.

The Department of Homeland Security has recently implemented a change to the AFG Regional Grant requirements; this change requires all agencies participating in the grant application to sign either an MOU or Letter of Commitment stating the agency will take delivery of the equipment if the grant is awarded. An MOU will be reviewed and signed by all agencies, however due to the

timeline required for the grant application an MOU is not practical at this time as all fire agencies in Monterey County are included in the grant application.

Three fire agencies will be hosting the grant applications and matching funds for each agency if awarded are between 10 and 16.5 percent. The current fire department inventory of radios includes a total of 51 units.

FISCAL IMPACT

The fiscal impact to the City if the grant application is approved will be approximately \$57,750.00 in matching funds. I don't anticipate this grant being awarded until after July 1, 2016 and funds will be made available in the fire department FY16-17 budget.

ATTACHMENTS

- 1) Resolution
- 2) Letters of Commitment

Reviewed for Submission to the
City Council by:

John Dunn, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.J.

TO: City Council

FROM: Craig Malin, City Manager

BY: Diana Ingersoll, Deputy City Manager Resource Management Services
Tim O'Halloran, City Engineer/Public Works Services Manager
Rick Riedl, Senior Engineer

DATE: March 17, 2016

**SUBJECT: RESOLUTION APPROVING DELEGATION OF AUTHORITY FOR
EXECUTING CERTAIN DOCUMENTS FOR SUBMISSION TO THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION IN SUPPORT
OF SECURING GRANT FUNDS**

PURPOSE

The purpose of this item is to have the City Council approve the delegation of authority for executing certain documents for submission to the California Department of Transportation.

RECOMMENDATION

It is recommended that the City Council adopt a resolution delegating authority to the City Manager, the Deputy City Manager Resource Management Services, and the City Engineer/Public Works Services Manager to execute certain documents for submission to the California Department of Transportation in support of securing grant funds.

BACKGROUND

The design for the West Broadway Urban Village Infrastructure Improvement Project is being updated to reduce the scope of the project in line with available funds. As shown in the table below, the City is pursuing \$7,742,000 in grant funds from various sources to help fund the project.

Funding Source	Proposed Grant Amount	Grant Award Date
TAMC RSTP Competitive	\$4,050,000	August, 27, 2014
CalTrans (FHWA) ATP	\$3,692,000	August 2016
Total	\$7,745,000	

The City has secured grant funding from the Transportation Agency for Monterey County (TAMC) and provisionally secured funding from the Federal Highway Authority (FHWA) through the California Department of Transportation (Caltrans). These grant funds have expiration dates that are typically three years from the date of award. Since the TAMC RSTP grant has already been awarded, time is of the essence in completing the Caltrans ATP grant documentation. In order to secure this funding, the City must submit additional documentation, some of which must be signed by authorized governing body representative. These documents may include Right-of-Way Certification, Disadvantaged Business Enterprise (DBE) Compliance, Program Supplement Agreement, Cooperative Agreement, Fund Exchange Agreement, Project Certification, and /or Fund Transfer Agreements. Considering the short time frame in which the project needs to be completed, it is desirable to complete and submit these documents as quickly as possible.

State regulations provide that as an alternative to submission of a resolution by the City on a project by project basis, the City may adopt a resolution granting, among others, the Public Works Director authority to issue Right-of-Way Certifications. The adopted resolution will expire within three years of execution.

It is recommended that the City Council adopt a resolution delegating authority to the City Manager, the Deputy City Manager Resource Management Services, and the City Engineer/Public Works Services Manager, to execute Right-of-Way Certification, Disadvantaged Business Enterprise (DBE) Compliance, Program Supplement Agreement, Cooperative Agreement, Fund Exchange Agreement, Project Certification, and Fund Transfer Agreements for submission to the California Department of Transportation.

ENVIRONMENTAL REVIEW

Environmental Review for West Broadway Urban Village Infrastructure Improvement Project is being completed by Caltrans.

FISCAL IMPACT

There is no fiscal impact to the General Fund associated with the delegating authority to city staff to execute certain documents for submission to the California Department of Transportation.

ATTACHMENTS

1. Draft Resolution

Reviewed for Submission to the
City Council by:

Meeting Date: March 17, 2016



Craig Malin, City Manager

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING DELEGATION OF AUTHORITY FOR EXECUTING CERTAIN DOCUMENTS FOR SUBMISSION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the City of Seaside (City) is eligible to receive funding from the Federal Highway Authority (FHWA) for certain transportation projects within the City; and

WHEREAS, the City is interested in pursuing grant funds from the Federal Highway Authority (FHWA) and the State of California administered by the California Department of Transportation (Caltrans); and

WHEREAS, the Caltrans requires the City to submit certain documents to be signed by an authorized governing body representative; and

WHEREAS, a Right-of-Way Certification is required for certain types of projects, including, but not limited to, all local street and road projects that may be funded with state or federal funds; and

WHEREAS, state regulations provide that as an alternative to submission of a resolution by the governing body of the local agency on a project by project basis, a local agency may adopt a resolution granting, among others, the Public Works Director blanket authority to issue Right-of-Way Certifications; and

WHEREAS, Right-of-Way Certification, Disadvantaged Business Enterprise (DBE) Compliance, Program Supplement Agreement, Cooperative Agreement, Fund Exchange Agreement, Project Certification, and Fund Transfer Agreements need to be executed with Caltrans before such funds can be claimed.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Seaside delegates authority to the City Manager, the Deputy City Manager Resource Management Services, the Public Works Services Manager, and the City Engineer to execute Right-of-Way Certification, Disadvantaged Business Enterprise (DBE) Compliance, Program Supplement Agreement, Cooperative Agreement, Fund Exchange Agreement, Project Certification, and Fund Transfer Agreements for submission to the California Department of Transportation.

PASSED AND ADOPTED at a regular City Council meeting duly held on the 17th day of March 2016 by the following vote:

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

Ralph Rubio, Mayor
City of Seaside

ATTEST:

Lesley E. Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.K.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: March 17, 2016

**SUBJECT: RESOLUTION APPROVING THE FIRE PROTECTION
AGREEMENT BETWEEN THE CITY OF DEL REY OAKS AND THE
CITY OF SEASIDE FOR THE PERIOD OF JULY 1, 2016 TO JUNE 30,
2019.**

PURPOSE

The purpose of this item is to provide the City Council an opportunity to review, discuss and consider approval of a resolution authorizing the City Manager to enter into an additional three year agreement for fire protection services with the City of Del Rey Oaks at \$195,000 in Fiscal Years 2016-17, 2017-18 and 2018-19.

RECOMMENDATION

It is recommended that the City Council approve the attached resolution authorizing the City Manager to enter into an additional three year agreement for fire protection services with the City of Del Rey Oaks.

BACKGROUND

In September of 2003 the City entered into an agreement with the City of Del Rey Oaks to provide fire protection services. The agreement covers fire protection and related services, furthermore, the City of Seaside agreed to provide services to the City of Del Rey Oaks at a level consistent to that provided to the City of Seaside. In 2013 the agreement was amended to reflect a flat fee for service and eliminate the call cancellation language and includes the following schedule of contract fees:

- Fiscal Year 2013-14 Contract amount to be \$135,000
- Fiscal Year 2014-15 Contract amount to be \$165,000
- Fiscal Year 2015-16 Contract amount to be \$195,000

The current agreement provides no substantial amendments and the following contract fees:

The annual fire protection contract amounts are as follows:

- Fiscal Year 2016-17 Contract amount to be \$195,000
- Fiscal Year 2017-18 Contract amount to be \$195,000
- Fiscal Year 2018-19 Contract amount to be \$195,000

LEGAL REVIEW

The City of Seaside Legal Council has reviewed the Amended Agreement and approved it to form.

FISCAL IMPACT

The annual fire protection contract revenues to the City are as follows:

- Fiscal Year 2016-17 - \$195,000
- Fiscal Year 2017-18 - \$195,000
- Fiscal Year 2018-19 - \$195,000

ATTACHMENTS

1. Resolution
2. Agreement

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 16-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING THE FIRE PROTECTION AGREEMENT BETWEEN THE CITY
OF DEL REY OAKS AND THE CITY OF SEASIDE FOR THE PERIOD OF
JULY 1, 2016 TO JUNE 20, 2019.**

WHEREAS, in September of 2003 the City of Seaside entered into an agreement with the City of Del Rey Oaks to provide fire protection services, and;

WHEREAS, the original agreement covers fire protection and related services at a level consistent to that provided to the City of Seaside on a fee per call basis, and;

WHEREAS, in 2013 the agreement was amended to reflect a flat fee for service and eliminated the fee per call service, and;

WHEREAS, the current agreement provides no substantial amendments, and;

WHEREAS, the annual fire protection contract amount will be \$195,000.00.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approve the Fire Protection Agreement between the City of Del Rey Oaks and the City of Seaside for the period of July 1, 2016 to June 30, 2019.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 17th day of March 2016, by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

**FIRE PROTECTION AGREEMENT
BETWEEN
THE CITY OF DEL REY OAKS AND
THE CITY OF SEASIDE**

THIS AGREEMENT, made and executed this 16th day of June 2016, by and between the CITY OF SEASIDE, a municipal corporation, hereinafter referred to as “Seaside”, and the CITY OF DEL REY OAKS, a municipal corporation, hereinafter referred to as “Del Rey Oaks” provides as follows:

SECTION 1. Intergovernmental Fire Protection Services.

This Agreement covers fire protection and related services provided by Seaside to Del Rey Oaks pursuant to Government Code Section 55632.

SECTION 2. Scope of Services.

In the performance of services set forth in this agreement, the City of Seaside agrees to provide fire protection services to the City of Del Rey Oaks at a level consistent to that provided to the City of Seaside.

The City of Seaside Fire Chief, or authorized representative, shall exercise sole authority for the distribution and application of fire protection related resources and the determination of operational priorities.

The City of Seaside fire protection services shall include:

- A. Fire response to confine, control and extinguish fires in Del Rey Oaks.
- B. Hazardous Material Incident response to isolate and evacuate areas impacted until the material is removed.

The City of Seaside will remove small amounts of automotive fluids and other common materials from the incident site.

- C. Emergency Medical Response (EMS) at the Emergency Medical Technician level (known as BLS, or Basic Life Support).
- D. Rescue and extraction to persons trapped or otherwise in danger of personal injury or death.

- E. Fire Prevention and Investigation services such as fire plan checking utilizing Uniform Building Codes and Uniform Fire Codes relating to new construction or remodeling. This service includes periodic inspection of business occupancies consistent with scheduling of inspections by Seaside.
- F. Other emergency situations that present an immediate threat to life or property.
- G. Miscellaneous services such as periodic testing for the amount of flow from fire hydrants within current agreements with the Monterey Water Management District and current practices of the Seaside Fire Department.
- H. Reports will be provided to the City of Del Rey Oaks to document monthly response information by the fifth working day of the following month including:

- Reporting Period (Month and Year)
- Total number of Responses
- Date and Time of Each Response
- Type of Incident for each Response
- Response Time

Response reports for each Del Rey Oaks incident will be maintained by Seaside and will be provided to Del Rey Oaks upon specific request.

Fire investigation records and reports shall be provided to the Del Rey Oaks Police Department upon specific request pursuant to an investigation considered potentially criminal in nature.

SECTION 3. Del Rey Oaks Responsibilities.

- A. Water System and Fire Hydrants: Del Rey Oaks shall provide and maintain a water system that provides adequate water for fire suppression purposes with an acceptable number of properly located fire hydrants. This system shall be consistent with the current Seaside standards for fire protection water supply.
- B. Uniform Fire Code: Del Rey Oaks shall adopt and maintain in effect an ordinance adopting the most current Uniform Fire Code with amendments consistent with those adopted by Seaside.
- C. Code Enforcement and Permits: Del Rey Oaks agrees to coordinate all development, construction, and business licensing with the Seaside Fire Department. Such coordination shall include review and approval of the Seaside Fire Department for Building Permits required by the current edition of the Uniform Building and Uniform Fire Codes.

This review and approval includes development plans, subdivision plans and business license applications that will be evaluated for impacts to fire and emergency service delivery and compliance with fire and life safety codes and ordinances. All fire department approvals shall be completed prior to the issuance of building permits or commencement of construction.

- D. Hazardous Materials: Del Rey Oaks shall adopt and maintain in effect legislation, which requires the person(s) responsible for the release of hazardous material(s) to be responsible for the cost of, said removal.

SECTION 4. Terms.

- A. This Agreement shall be for a period of three (3) years, commencing July 1, 2016 and ending June 30, 2019.
- B. The annual fire protection fee shall be paid upon quarterly billing by the City of Seaside.
- C. The annual fire protection contract amounts are as follows:
- Fiscal Year 2016-17 Contract amount to be \$195,000
 - Fiscal Year 2017-18 Contract amount to be \$195,000
 - Fiscal Year 2018-19 Contract amount to be \$195,000
- D. Either party may cancel this Agreement with at least ninety days written notice prior to the termination date. Payments for services hereunder will be pro-rated to the date of cancellation.
- E. In January of 2019, representatives from both cities will meet to discuss terms for the subsequent years contracts.
- F. Once a year, representatives of both cities will meet to discuss provisions of fire service and methods to improve service and/or reduce expenses.

SECTION 5. Hold Harmless, Indemnify and Defend Agreement.

City of Seaside shall defend, indemnify, hold harmless and protect the City of Del Rey Oaks and each of its officers, officials, employees, authorized representatives, agents, and volunteers from and against any and all cost, damage, expense, liability, loss (including without limitation to costs and fees of litigation) of every nature arising out of or in connection with City's (including any subcontractor, anyone directly or indirectly employed by anyone for whose acts any of them may be liable) performance of work hereunder or failure to comply with any of its obligations contained in the agreement,

except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Del Rey Oaks.

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or affect the legal liability of either party by imposing any standard of care respecting emergency services different from the standard of care imposed by law.

The City of Del Rey Oaks shall defend, indemnify, hold harmless and protect the City of Seaside, and its officers, employees, representatives, agents and volunteers from and against any and all cost, damage, expense, liability, loss (including without limitation to costs and fees of litigation) of every nature arising out of or in connection with Del Rey Oak's performance of work hereunder or failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Seaside.

SECTION 6. Changes.

No alteration or variation of the terms or conditions of the Agreement shall be valid unless made in writing and signed by the parties hereto.

SECTION 7. Assignment.

The rights and obligations of Seaside hereunder are not assignable and cannot be delegated. Any such purported assignment or delegation without written consent of Del Rey Oaks shall be void.

IN WITNESS WHEREOF, the parties execute this Agreement hereto on the day and year first above written.

CITY OF SEASIDE

CITY OF DEL REY OAKS

Craig Malin, City Manager

Daniel Dawson, City Manager

Approved by:

CITY ATTORNEY'S OFFICE



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.L.

TO: City Council

FROM: Craig Malin, City Manager

BY: Diana Ingersoll, Deputy City Manager Resource Management Services
Sharon Mikesell, Administrative Analyst

DATE: March 17, 2016

**SUBJECT: STATEMENT OF CONSISTENCY OF HOUSING AUTHORITY OF
THE COUNTY OF MONTEREY ANNUAL PLAN WITH THE CITY
OF SEASIDE COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) FIVE YEAR CONSOLIDATED PLAN (2015-2020)**

PURPOSE

The purpose of this item is for the City Council to consider adoption of a resolution finding that the Housing Authority of the County of Monterey's (HACM) 2016 Annual Plan is consistent with the City's Five Year Consolidated Plan (2015-2020). A Statement of Consistency is required as part of HACM's submission of its Annual Plan to the U.S. Department of Housing and Urban Development (HUD).

RECOMMENDATION

It is recommended that the City Council adopt a resolution finding HACM's 2016 Action Plan to be consistent with the city's CDBG Consolidated Plan and authorizing the City Manager to execute a Statement of Consistency for submission to HUD.

BACKGROUND

The City received a request from the Housing Authority of the County of Monterey's (HACM) to certify that HACM's 2016 Annual Plan is consistent with the City's Consolidated Plan. The requested Statement of Consistency is required by the U.S. Department of Housing and Urban Development pursuant to Section 903.15(a)(1). The letter requests the City provide HACM with a Statement of Consistency. The City's Consolidated Plan, Section NA-35 Public Housing, pages 41-45, SP-50 Public Housing Accessibility and Involvement-91.215(c) page 109-111 and AP-60 Public Housing 91.220(h) pages 133-134 reference the Housing Authority of the County of Monterey's programs.. The 2016 HACM Annual Plan is consistent with our Plan.

FISCAL IMPACT

There is no impact to the general fund regarding this item.

ATTACHMENTS

1. Request from HACM and Statement of Consistency
 2. Resolution finding the HACM Annual Plan to be Consistent with the City of Seaside Consolidated Plan
 3. Section NA-35 Public Housing from Seaside Consolidated Plan
 4. Section SP-55 Barriers to Affordable Housing-91.215h from Seaside Consolidated Plan
 5. Section AP-60 Public Housing-91.220(h) from Seaside Consolidated Plan
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

January 12, 2016

Craig Malin
City Manager
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

**Re: Annual Plan
Statement of Consistency with the Consolidated Plan**

Dear Mr. Malin:

The Housing Authority of the County of Monterey is in the process of updating its Annual Agency Plan. Under the Housing and Urban Development Code of Federal Regulations pursuant to Section 903.15(a)(1), the PHA must submit a certification by the appropriate State or local officials that the Annual Plan is consistent with any applicable Consolidated Plan for the jurisdiction in which the PHA is located.

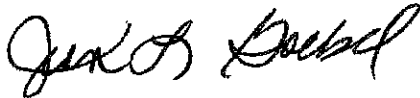
We are required to provide a Statement of Consistency with the Consolidated Plan of the cities within our county.

We are requesting certification from the City of Seaside. Attached is a copy of our proposed Annual Plan and attachments to the plan for your review.

We would greatly appreciate your certification within the next 30 days. You can mail the certification form to the Housing Authority of the County of Monterey at 123 Rico Street, Salinas, CA 93907, Attention Jean Goebel. If you have any questions or need additional information, please feel free to contact me at (831) 775-5022

Sincerely,

HOUSING AUTHORITY OF THE
COUNTY OF MONTEREY



Jean Goebel
Executive Director



CENTRAL OFFICE:
123 RICO ST.
SALINAS, CA 93907
831-775-5000
831-649-1541
FAX 831-424-9153
TDD 831-754-2951



*Mission Statement:
To provide, administer, and encourage quality affordable housing and related services
to eligible residents of Monterey County.*



**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, _____, the _____
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing Authority of the County of Monterey
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
Impediments (AI) to Fair Housing Choice of the

City of Seaside
Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State
Consolidated Plan and the AI.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date

Development #2

<u>Name of Public Housing Development:</u>	<u>PIC Development ID:</u>	<u>Conversion Type (i.e., PBV or PBRA):</u>	<u>Transfer of Assistance:</u>
Los Ositos Casa de Oro	CA033000112 CA033000105	PBRA	None
<u>Total Units:</u>	<u>Pre-RAD Unit Type (i.e. Family, Senior):</u>	<u>Post-RAD Unit Type If different (i.e. Family, Senior):</u>	<u>Capital Fund allocation of Development:</u>
70	Senior	N/A	\$28,806
<u>Bedroom Type</u>	<u>Number of units Pre-conversion</u>	<u>Number of units Post-Conversion</u>	<u>Changes in Number of Units per Bedroom Type and Why</u>
	70	70	None
Studio/Efficiency			
One Bedroom	67	67	0
Two Bedroom	3	3	0
Three Bedroom			
Four Bedroom			
Five Bedroom			
Six Bedroom			
If Performing a Transfer of Assistance	No transfer of Assistance		

Development #3

<u>Name of Public Housing Development:</u>	<u>PIC Development ID:</u>	<u>Conversion Type (i.e., PBV or PBRA):</u>	<u>Transfer of Assistance:</u>
Scattered Sites	CA033000103	PBRA	None
<u>Total Units:</u>	<u>Pre-RAD Unit Type (i.e., Family, Senior):</u>	<u>Post-RAD Unit Type if different (i.e., Family, Senior):</u>	<u>Capital Fund allocation of Development:</u>
30	Family	N/A	\$12,346
<u>Bedroom Type</u>	<u>Number of units Pre-conversion</u>	<u>Number of units Post-Conversion</u>	<u>Changes in Number of Units per Bedroom Type and Why</u>
	30	30	None
Studio/Efficiency			
One Bedroom	6	6	0
Two Bedroom	0	0	0
Three Bedroom	12	12	0
Four Bedroom	8	8	0
Five Bedroom	4	4	0
Six Bedroom			
If Performing a Transfer of Assistance	No transfer of assistance		

Development #4

<u>Name of Public Housing Development:</u>	<u>PIC Development ID:</u>	<u>Conversion Type (i.e., PBV or PBRA):</u>	<u>Transfer of Assistance:</u>
Scattered Sites	CA033000111	PBRA	None
<u>Total Units:</u>	<u>Pre-RAD Unit Type (i.e., Family, Senior):</u>	<u>Post-RAD Unit Type If different (i.e., Family, Senior):</u>	<u>Capital Fund allocation of Development:</u>
13	Family	N/A	\$5,350
<u>Bedroom Type</u>	<u>Number of units Pre-conversion</u>	<u>Number of units Post-Conversion</u>	<u>Changes in Number of Units per Bedroom Type and Why</u>
	13	13	None
Studio/Efficiency			
One Bedroom			
Two Bedroom	13	13	0
Three Bedroom			
Four Bedroom			
Five Bedroom			
Six Bedroom			
If Performing a Transfer of Assistance	No transfer of assistance		

Development #5

<u>Name of Public Housing Development:</u>	<u>PIC Development ID:</u>	<u>Conversion Type (i.e., PBV or PBRA):</u>	<u>Transfer of Assistance:</u>
Scattered Sites	CA033000120 CA033000108	PBRA	None
<u>Total Units:</u>	<u>Pre-RAD Unit Type (i.e., Family, Senior):</u>	<u>Post-RAD Unit Type if different (i.e., Family, Senior):</u>	<u>Capital Fund allocation of Development:</u>
202 + 1 Community Center (3 Bedroom Unit)	Family	N/A	\$83,539
<u>Bedroom Type</u>	<u>Number of units Pre-conversion</u>	<u>Number of units Post-Conversion</u>	<u>Changes in Number of Units per Bedroom Type and Why</u>
	202 + 1 Community Center (3 Bedroom Unit)	202 + 1 Community Center (3 Bedroom Unit)	None
Studio/Efficiency			
One Bedroom	35	35	0
Two Bedroom	86	86	0
Three Bedroom	63	63	0
Four Bedroom	17	17	0
Five Bedroom	1	1	0
Six Bedroom			
If Performing a Transfer of Assistance	No transfer of assistance		

Resident Rights, Participation, Waiting List and Grievance Procedures

Attached to this document are Sections 1.7.B and 1.7.C of HUD PIH Notice 2012-32, REV 1 which specifically speak to the above topics. The Housing Authority of the County of Monterey will implement these policies for all RAD properties upon conversion from public housing to Project Based Rental Assistance.

Relocation Plans

An accessibility and relocation checklist will be submitted to HUD for each RAD project with the Financing Plan, as required under the RAD program rules.

Significant Amendment Definition

As part of the Rental Assistance Demonstration (RAD), the Housing Authority of the County of Monterey is redefining the definition of substantial deviation from the PHA Plan to exclude the following RAD-specific items:

- a. Changes to the Capital Fund Budget produced as a result of each approved RAD Conversion, regardless of whether the proposed conversion will include use of additional Capital Funds;
- b. Changes to the construction and rehabilitation plan for each approved RAD conversion; and
- c. Changes to the financing structure for each approved RAD conversion.

Streamlined Annual PHA Plan (High Performer PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB No. 2577-0226
Expires: 02/29/2016

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-HP is to be completed annually by High Performing PHAs. PHAs that meet the definition of a Standard PHA, Troubled PHA, HCV-Only PHA, Small PHA, or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** -- A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

PHAS INFORMATION

A.1 PHA Name: Housing Authority of the County of Monterey PHA Code:CA033
 PHA Type: ☐ Small ☒ High Performer
 PHA Plan for Fiscal Year Beginning: (MM/YYYY): 07/2016
 PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)
 Number of Public Housing (PH) Units 486 Number of Housing Choice Vouchers (HCVs) 4534
 Total Combined 5020
 PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission

Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

The Annual Plan is available for review at the Central Office located at 123 Rico Street, Salinas, CA. In addition, it is available on the agency website at www.hamonterey.org.

All of the attachments as well as the Administrative Plan for the Housing Choice Voucher (Admin Plan) and the Admissions and Continued Occupancy Plan (ACOP) are available for review at the Central Office located at 123 Rico Street, Salinas, CA as well as on the agency website at www.hamonterey.org. The Annual Plan Advisory Board is provided a copy of the plan.

☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

B.1 Revision of PHA Plan Elements.

(a) Have the following PHA Plan elements been revised by the PHA since its last Annual PHA Plan submission?

Y N

- ☐ ☒ Statement of Housing Needs and Strategy for Addressing Housing Needs.
- ☐ ☒ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.
- ☐ ☒ Financial Resources.
- ☐ ☒ Rent Determination.
- ☐ ☒ Homeownership Programs.
- ☐ ☒ Safety and Crime Prevention.
- ☐ ☒ Pet Policy.
- ☐ ☒ Substantial Deviation.
- ☐ ☒ Significant Amendment/Modification

(b) The PHA must submit its Deconcentration Policy for Field Office Review. See attached pages from ACOP.

(c) If the PHA answered yes for any element, describe the revisions for each element below:

B.2 New Activities.

(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?

Y N

- ☐ ☒ Hope VI or Choice Neighborhoods.
- ☐ ☒ Mixed Finance Modernization or Development.
- ☐ ☒ Demolition and/or Disposition.
- ☐ ☒ Conversion of Public Housing to Tenant Based Assistance.
- ☒ ☐ Conversion of Public Housing to Project-Based Assistance under RAD.
- ☒ ☐ Project Based Vouchers.
- ☐ ☒ Units with Approved Vacancies for Modernization.
- ☐ ☒ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan. The HACM has approved CHAPS for RAD conversion of all of its Public Housing units and expects to close on those transactions in Calendar Year 2016. Those units are being converted from Public Housing to Project Based Rental Assistance Contracts along with the use of Low Income Housing Tax Credits and Bonds where applicable. The HACM continues to utilize Project Based Vouchers (PBV) to further development in the County or to further RAD conversions. It is expected that, if there is adequate funding available to continue to provide PBV in support of affordable housing development.

B.3 Progress Report.

Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan.

Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

HUD Strategic Goal: Meet the need for quality affordable rental homes

- ☒ PHA Goal: Expand the supply of assisted housing
Objectives:
 - ☒ Apply for additional rental vouchers:
 - ☒ Reduce public housing vacancies: Public Housing vacancies continue to remain low.
 - ☒ Leverage private or other public funds to create additional housing opportunities: HACM has supported the development of new affordable housing by the use of Project Based Vouchers.
 - ☒ Acquire or build units or developments HACM, in partnership with its non-profit, has continued to redevelop its PH.
 - ☒ Other (list below):

"As capacity and funding allow, develop partnerships with service providers that promote self-sufficiency of families and individuals."

- ☒ PHA Goal: Improve the quality of assisted housing
Objectives:
 - ☒ Improve public housing management: (PHAS score) 93%
 - ☒ Improve voucher management: (SEMAP score) 97%

- ☒ Increase customer satisfaction:
- ☒ Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)
- ☒ *Improve Capital Planning and Property Management Reporting*
- ☒ Renovate or modernize public housing units: HACM is approved to rehabilitate its PH units through RAD.
- ☒ Demolish or dispose of obsolete public housing:
- ☐ Provide replacement public housing:
- ☒ Provide replacement vouchers:
- ☒ Other: (list below)
- "Dispose of public housing that is financially unfeasible to operate and maintain."*

☒ PHA Goal: Increase assisted housing choices

Objectives:

- ☒ Provide voucher mobility counseling: HACM does this regularly as part of its voucher briefings
- ☒ Conduct outreach efforts to potential voucher landlords: HACM does this as needed to increase the availability of units
- ☒ Increase voucher payment standards: HACM has created three regional county payment standards to further opportunity
- ☒ Implement voucher homeownership program: Currently in place and operating
- ☐ Implement public housing or other homeownership programs:
- ☒ Implement public housing site-based waiting lists: Implemented previously
- ☒ Convert public housing to project based Section 8 rental assistance contracts: HACM has been approved for Rental Assistance Demonstration program and will be converting all public housing units to project based Section 8 rental assistance contracts
- ☒ Other: (list below)

"Project Based Section 8 Housing Choice Vouchers are made available for new multifamily projects in order to meet the housing needs of the County when funding is available."

HUD Strategic Goal: Use housing as a platform to improve quality of life

☒ PHA Goal: Provide an improved living environment

Objectives:

- ☒ Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments: Ongoing
- ☒ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments: Ongoing
- ☒ Implement public housing security improvements: Ongoing
- ☐ Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
- ☒ Other: (list below)
- "Continue to analyze crime statistics and improve properties to combat crime and increase safety."*

☒ PHA Goal: Promote self-sufficiency and asset development of assisted households

Objectives:

- ☒ Increase the number and percentage of employed persons in assisted families: POWER Project implemented for HCV
- ☒ Provide or attract supportive services to improve assistance recipients' employability: POWER Project implemented
- ☒ Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- ☒ Other: (list below)

"Continue collaboration with service providers in order to increase services for the elderly and persons with disabilities."

HUD Strategic Goal: Build strong, resilient, and inclusive communities

☒ PHA Goal: Ensure equal opportunity and affirmatively further fair housing

Objectives:

- ☒ Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability: Annually analyze program use statistics and market to underserved communities
- ☒ Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
- ☒ Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required: Reasonable accommodations are provided to eligible persons with disabilities that request them
- ☐ Other: (list below)

The Housing Authority of the County of Monterey (HACM) has made the following progress in meeting the goals in the 5-Year Plan:

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

HACM has substantially reduced vacancies this past year in its public housing program and continues to review its properties for financial stability. When a public housing property needs modernization or redevelopment, HACM pursues necessary means to move forward to preserve its affordable housing in the community. HACM is now managing for the non-profit owner the first two phases of the reconstruction of former Public Housing units in Salinas that were demolished previously.

The Housing Authority is a High performer in the Section 8 Housing Choice Voucher program (SEMAP score 97%). Also, HACM continues to manage its Capital Fund Program so that all funds are obligated in a timely manner and work is completed on schedule. HACM has been approved by HUD for conversion of all of its public housing to project based rental assistance under the RAD program. The HACM is a high performer for PHAS for financial, management, physical and capital fund in the last assessment (PHAS Score 93). PHAS measures the HACM in management of the public housing program.

	Specialists in the Section 8 program continue to educate clients with regards to the portability of their vouchers. Group briefings and individual counseling are used to get information to the clients regarding the program. Landlords are encouraged to participate in the Section 8 program and special briefings for them are also held. Voucher payment standards have been adjusted during the last year in order to reflect the changing market conditions. Site based waiting lists have been instituted at selected properties in order to broaden the opportunities to rural communities and to reduce the vacancy turnaround time. Project-based Section 8 Vouchers (PBV) have been made available to new developments in order to increase the supply of affordable housing in the county. PBV has also been made available to RAD program properties. HUD Strategic Goal: Improve community quality of life and economic vitality The Housing Authority continues to monitor crime statistics and make public housing communities safer through property safety improvements. HACM also monitors the property income levels in order to further deconcentration of poverty and to broaden the income mix of the projects. HACM is represented on the following County-wide Boards or Committees: Community Alliance for Safety and Peace, Children's Council for Monterey County, Coalition of Homeless Services Providers and the Leadership Council for the Continuum of Care. HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals HACM continues to promote self-sufficiency and asset development by encouraging participants in the HCV program to sign up for the Family Self-Sufficiency program and the POWER project. HACM also continues to assist families that are able to become homeowners by utilizing various options including Section 8 Vouchers and working with communities to provide down payment assistance to the clients. In the past calendar year, 8 families have graduated from the FSS program but no families have purchased a home. The Housing Authority continues to work with various service providers to better serve those families with special needs including the disabled and elderly populations. In addition, HACM continues to work with local governmental agencies and non-profits to utilize specialized Vouchers such as those for Shelter Plus Care and Family Unification. HACM was recently approved for an extension of the Shelter Plus Care program. Also, HACM was recently approved for a renewal grant for its Supportive Housing Program at Pueblo Del Mar. This program is a transitional housing program for homeless families with children that are in recovery from alcohol or drug abuse. HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans HACM continues to affirmatively market its housing programs and make them accessible to those families with special needs or disabilities. HACM has surveyed all applicants and program participants in the Public Housing program for disability and accessibility needs so that it can better serve those families particular needs. HACM continues to utilize its Capital Fund monies to make improvements at the public housing properties so that all families regardless of need can have equal use of the units or property. HACM remains committed to meeting reasonable accommodation or modification requests in order to provide equal opportunities to disabled families or individuals.
B.4.	Most Recent Fiscal Year Audit. (a) Were there any findings in the most recent FY Audit? Y N ☐ ☒ (b) If yes, please describe:
Section C: PHA Certification and Compliance with HUD Regulations	
C.1	Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan <u>Form 50077-ST-HCV-HP, Certification of Compliance with PHA Plans and Related Regulations</u>, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.2	Civil Rights Certification. <u>Form 50077-ST-HCV-HP, Certification of Compliance with PHA Plans and Related Regulations</u>, must be submitted by the PHA as an electronic attachment to the PHA Plan.

C.3	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) provide comments to the PHA Plan? Y ☐ N ☒ If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
C.4	Certification by State or Local Officials. <u>Form HUD 50077-SL</u>. <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.
D	Section 50075.1 and 50075.2 approved by HUD on 4-13-15 and 6-4-15.
D.1	Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD. See HUD Forms 50075.1 and 50075.2 approved by HUD on 4-13-15 and 6-4-15.

PUBLIC HOUSING DEVELOPMENT AND REPLACEMENT ACTIVITIES

The Housing Authority has plans currently or in the future, of the development and/or replacement of public housing utilizing the demolition/disposition, disposition and/or conversion process in the forthcoming annual plan year (see Public Housing Development and Replacement Activities matrix below).

The Housing Authority also has plans currently or in the future, to engage in mixed-finance development and/or activities in the forthcoming annual plan year (see Public Housing Development and Replacement Activities matrix below).

Public Housing Development and Replacement Activities Matrix

Project #	Type of Housing Units	Type of Dwelling	# of Units	Address	Location	Mixed Financing Proposed?	Planned Action	Status of Planned Action
CA033000103	Multi-Family	Garden Apts.	30	Belden, Alta, 8 th , 9 th , 10 th Streets	Gonzales, CA	Yes	Disposition and/or conversion	RAD CHAP Offered and Accepted 4-15-2015
CA033000105	Senior	Garden Apts.	20	48 "C" Street	Gonzales, CA	Yes	Disposition and/or conversion	RAD CHAP Offered and Accepted 4-15-2015
CA033000107	Multi-Family	Garden Apts.	40	44 Natividad	Salinas, CA	Yes	Disposition and/or conversion	RAD CHAP Offered and Accepted 4-15-2015
CA033000108	Multi-Family	Garden Apts.	89	1415 Del Monte	Salinas, CA	Yes	Disposition and/or conversion	RAD CHAP Offered and Accepted 4-15-2015
CA033000111	Multi-Family	Garden Apts.	13	Watson, Montecito	Monterey, CA	Yes	Disposition and/or conversion	RAD CHAP Offered and Accepted 4-15-2015
CA033000112	Senior	Garden Apts.	50	1083 Elm Avenue	Greenfield, CA	Yes	Disposition and/or conversion	RAD CHAP Offered and Accepted 4-15-2015
CA033000114	Multi-Family	Garden Apts.	80	1511, 1513, 1515 Wheeler	Salinas, CA	Yes	Disposition and/or conversion	RAD CHAP Offered and Accepted 4-15-2015
CA033000119	Multi-Family	Garden Apts.	50	350 Casentini	Salinas, CA	Yes	Disposition and/or conversion	RAD CHAP Offered and Accepted 4-15-2015
CA033000120	Multi-Family	Garden Apts.	114	Scattered Sites - Various	Salinas, CA	Yes	Disposition and/or conversion	RAD CHAP Offered and Accepted 4-15-2015

Attachment R – Rental Assistance Demonstration (RAD)

The Housing Authority of the County of Monterey is amending its annual PHA Plan because it was a successful applicant in the Rental Assistance Demonstration (RAD). As a result, the Housing Authority of the County of Monterey will be converting to Project Based Rental Assistance under the guideline of PIH Notice 2012-32, REV 1 and any successor Notices. Upon conversion to Project Based Rental Assistance (PBRA), the Authority will adopt the resident rights, participation, waiting list and grievance procedures listed in Section 1.7.B and 1.7.C of PIH Notice 2012-32, REV 1. These resident rights, participation, waiting list and grievance procedures are appended to this attachment. Additionally, the Housing Authority of the County of Monterey is currently compliant with all fair housing and civil rights requirements and is not under a Voluntary Compliance Agreement.

RAD was designed by HUD to assist in addressing the capital needs of public housing by providing the Housing Authority of the County of Monterey with access to private resources of capital to repair and preserve its affordable housing assets. Please be aware that upon conversion, the Authority's Capital Fund Budget will be eliminated and that the Housing Authority of the County of Monterey may also borrow funds to address their capital needs. The Housing Authority of the County of Monterey will also be contributing Operating Reserves up to the amount of \$1,000,000 and Capital Funds up to the amount of \$200,000 towards the conversion.

Below, please find specific information related to the Public Housing Developments selected for RAD:

Development #1

<u>Name of Public Housing Development:</u>	<u>PIC Development ID:</u>	<u>Conversion Type (i.e., PBV or PBRA):</u>	<u>Transfer of Assistance:</u>
El Gln Village Ocean View Apts. Northridge Plaza Apts.	CA033000119 CA033000107 CA033000114	PBRA	None
<u>Total Units:</u>	<u>Pre-RAD Unit Type (i.e. Family, Senior):</u>	<u>Post-RAD Unit Type if different (i.e. Family, Senior):</u>	<u>Capital Fund allocation of Development:</u>
170	Family	N/A	\$69,959
<u>Bedroom Type</u>	<u>Number of units Pre-conversion</u>	<u>Number of units Post-Conversion</u>	<u>Changes in Number of Units per Bedroom Type and Why</u>
	170	170	None
Studio/Efficiency			
One Bedroom	18	18	0
Two Bedroom	79	79	0
Three Bedroom	63	63	0
Four Bedroom	10	10	0
Five Bedroom			
Six Bedroom			
If Performing a Transfer of Assistance	No transfer of assistance		

longer be eligible to receive RAD Rehab Assistance Payments and all units under contract will be eligible for payment only for occupied units or for vacancy payments, as applicable.

E. FERA Resident Rights and Participation

1. **No Rescreening of Tenants upon Conversion.** Pursuant to the RAD statute, at conversion, current households are not subject to rescreening, income eligibility, or income targeting provisions. Consequently, current households will be grandfathered for conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, the first clause of section 8(e)(4) of the Act and 24 CFR § 880.603(b), concerning determination of eligibility and selection of tenants, will not apply for current households. Once that remaining household moves out, the unit must be leased to an eligible family.
2. **Right to Return.** Any resident that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to an assisted unit at the development once rehabilitation or construction is completed. Where the transfer of assistance to a new site is warranted and approved (see Section 1.6.B.7 and Section 1.7.A.8 on conditions warranting a transfer of assistance), residents of the converting development will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete. Residents of a development undergoing conversion of assistance may voluntarily accept a PHA or Owner's offer to permanently relocate to another assisted unit, and thereby waive their right to return to the development after rehabilitation or construction is completed.
3. **Phase-in of Tenant Rent Increases.** If a resident's monthly rent increases by more than the greater of 10 percent or \$25 purely as a result of conversion, the rent increase will be phased in over 3 years, which a PHA may extend to 5 years. To implement this provision, HUD is waiving section 3(a)(1) of the Act, as well as 24 CFR § 880.201 (definition of "total tenant payment"), to the limited extent necessary to allow for the phase-in of tenant rent increases. A PHA must set the length of the phase-in period to be three years, five years or a combination depending on circumstances. For example, a PHA may create a policy that uses a three year phase-in for smaller increases in rent and a five year phase-in for larger increases in rent. This policy must be in place at conversion and may not be modified after conversion.

The below method explains the set percentage-based phase-in an owner must follow according to the phase-in period established. For purposes of this section "Calculated Multifamily TTP" refers to the TTP calculated in accordance with regulations at 24 CFR §5.628 and the "most recently paid TTP" refers to the TTP recorded on the family's most recent HUD Form 50059.

Three Year Phase-in:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid Total Tenant Payments (TTP) and the calculated Multifamily housing TTP
- Year 2: Year 2 Annual Recertification (AR) and any Interim Recertification (IR) in prior to Year 3 AR – 66% of difference between most recently paid TTP and calculated Multifamily housing TTP
- Year 3: Year 3 AR and all subsequent recertifications – Year 3 AR and any IR in Year 3: Full Multifamily housing TTP

Five Year Phase-in

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 20% of difference between most recently paid TTP and the calculated Multifamily housing TTP
- Year 2: Year 2 AR and any IR prior to Year 3 AR – 40% of difference between most recently paid TTP and calculated Multifamily housing TTP
- Year 3: Year 3 AR and any IR prior to Year 4 AR – 60% of difference between most recently paid TTP and calculated Multifamily housing TTP
- Year 4: Year 4 AR and any IR prior to Year 5 AR – 80% of difference between most recently paid TTP and calculated Multifamily housing TTP
- Year 5 AR and all subsequent recertifications – Full Multifamily housing TTP

Please Note: In either the three year phase-in or the five-year phase-in, once Multifamily housing TTP is equal to or less than the previous TTP, the phase-in ends and tenants will pay full multifamily housing TTP from that point forward

4. **Public Housing Family Self-Sufficiency (PH FSS) and Resident Opportunities and Self Sufficiency (ROSS-SC).** Current PH FSS participants will continue to be eligible for FSS once their housing is converted under RAD. All owners will be required to administer the FSS program in accordance with the participants' contracts of participation and future guidance published by HUD. Owners may not offer enrollment in FSS to residents in projects converted to PBRA that were not enrolled in the PH FSS program prior to RAD conversion, nor may owners offer FSS enrollment to any new residents at the project. Owners will be allowed to use any funds already granted for PH FSS coordinator salaries until such funds are expended. All owners will be required to provide both service coordinators and payments to escrow until the end of the Contract of Participation. Please see future FSS Notices of Funding Availability and other guidance for additional details, including FSS coordinator funding eligibility under a RAD conversion. As the PH FSS grant is the source of funding for PH FSS, program compliance will continue to be monitored by the Office of Public and Indian Housing.

Current ROSS-SC grantees will be able to finish out their current ROSS-SC grants once their housing is converted under RAD. However, once the property is converted, it will no longer be eligible to be counted towards the unit count for future public housing ROSS-SC grants nor will its residents be eligible to be served by future public housing ROSS-SC grants.

5. **Resident Participation and Funding.** Residents of covered projects converting assistance to PBRA will have the right to establish and operate a resident organization in accordance with 24 CFR Part 245 (Tenant Participation in Multifamily Housing Projects). In addition, in accordance with Attachment 1B, residents will be eligible for resident participation funding.
6. **Resident Procedural Rights.** The information provided below must be included as part of the House Rules for the associated project and the House Rules must be furnished to HUD as part of the Financing Plan submission. See Attachment 1E for a sample Addendum to the House Rules.
 - a. **Termination Notification.** HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects converting assistance under RAD, that supplement notification requirements in regulations at 24 CFR § 880.607 and the Multifamily HUD Model Lease.
 - b. **Termination of Tenancy and Assistance.** The termination procedure for RAD conversions to PBRA will additionally require that PHAs (as owners) provide adequate written notice of termination of the lease which shall not be less than:

- A reasonable period of time, but not to exceed 30 days:
 - If the health or safety of other tenants, owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - In the event of any drug-related or violent criminal activity or any felony conviction; or
 - 14 days in the case of nonpayment of rent.
- ii. Termination of Assistance.** In all other cases, the requirements at 24 CFR § 880.603, the Multifamily HUD Model Lease, and any other HUD multifamily administrative guidance shall apply.
- b. Grievance Process.** In addition to program rules that require that tenants are given notice of covered actions under 24 CFR Part 245 (including increases in rent, conversions of a project from project-paid utilities to tenant-paid utilities, or a reduction in tenant paid utility allowances), HUD is incorporating resident procedural rights to comply with the requirements of section 6 of the Act. RAD will require that:
- i. Residents be provided with notice of the specific grounds of the proposed owner adverse action, as well as their right to an informal hearing with the PHA (as owner);
 - ii. Residents will have an opportunity for an informal hearing with an impartial member of PHA's staff (as owner) within a reasonable period of time;
 - iii. Residents will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and any evidence relied upon by the owner as the basis for the adverse action. With reasonable notice to the PHA (as owner), prior to hearing and at the residents' own cost, resident may copy any documents or records related to the proposed adverse action; and
 - iv. PHAs (as owners) provide the resident with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence the PHA (as owner) relied on as the basis for the adverse action.

The PHA (as owner) will be bound by decisions from these hearings, except if the:

- i. Hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing.

- II. Decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.**

If the PHA (as owner) determines that it is not bound by a hearing decision, the PHA must promptly notify the resident of this determination, and of the reasons for the determination.

- 7. Earned Income Disregard (EID).** Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID exclusion after conversion, in accordance with regulations at 24 CFR § 960.255. After conversion, no other tenants will be eligible to receive the EID. If a tenant receiving the EID exclusion undergoes a break in employment, ceases to use the EID exclusion, or the EID exclusion expires in accordance with 24 CFR §960.255, the tenant will no longer receive the EID exclusion and the Owner will no longer be subject to the provisions of 24 CFR §960.255. Furthermore, tenants whose EID ceases or expires after conversion shall not be subject to the rent phase-in provision, as described in Section 1.7.B.3; instead, the rent will automatically be adjusted to the appropriate rent level based upon tenant income at that time.

- a. Capital Fund Education and Training Community Facilities (CFCF) Program.** CFCF provides capital funding to PHAs for the construction, rehabilitation, or purchase of facilities to provide early childhood education, adult education, and job training programs for public housing residents based on an identified need. Where a community facility has been developed under CFCF in connection to or serving the residents of an existing public housing project converting its assistance under RAD, residents will continue to qualify as "PHA residents" for the purposes of CFCF program compliance. To the greatest extent possible the community facility should continue to be available to public housing residents.

C. PHA: Other Miscellaneous Provisions

- 1. Access to Records, including Requests for Information Related to Evaluation of Demonstration.** PHAs must agree to any reasonable HUD request for data to support program evaluation, including but not limited to project financial statements, operating data, Choice-Mobility utilization, and rehabilitation work.
- 2. Davis-Bacon Act and Section 3 of the Housing and Urban Development Act of 1968 (Section 3).** The Davis-Bacon Act (prevailing wages, the Contract Work Hours and Safety Standards Act, and other related regulations, rules, and requirements) and Section

3 (24 CFR Part 135) apply to all initial repairs that are identified in the Financing Plan to the extent that such repairs qualify as construction or rehabilitation. (The Davis-Bacon Act only applies for projects with nine or more units.)

3. **Establishment of Waiting List.** In establishing the waiting list for the converted project, the PHA shall utilize the project-specific waiting list that existed at the time of conversion. If a project-specific waiting list does exist, but the PHA is transferring the assistance to another neighborhood, the PHA must notify applicants on the wait-list of the transfer of assistance, and on how they can apply for residency at the new project site or other sites. Applicants on a project-specific waiting list for a project where the assistance is being transferred shall have priority on the newly formed waiting list for the new project site in accordance with the date and time of their application to the original project's waiting list.

If a project-specific waiting list for the project does not exist, the PHA shall establish a waiting list in accordance 24 CFR § 903.7(b)(2)(ii)-(iv) to ensure that applicants on the PHA's public housing community-wide waiting list have been offered placement on the converted project's initial waiting list. For the purpose of establishing the initial waiting list, PHAs have the discretion to determine the most appropriate means of informing applicants on the public housing waiting list given the number of applicants, PHA resources, and community characteristics of the proposed conversion under RAD. Such activities should be pursuant to the PHA's policies for waiting list management, including the obligation to affirmatively further fair housing.

A PHA may consider contacting every applicant on the public housing waiting list via direct mailing; advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (i.e., radio stations, posters, newspapers) within the marketing area; informing local non-profit entities and advocacy groups (i.e., disability rights groups); and conducting other outreach as appropriate. Applicants on the agency's centralized public housing waiting list who wish to be placed onto the newly-established waiting list are done so in accordance with the date and time of their original application to the centralized public housing waiting list. Any activities to contact applicants on the public housing waiting list must be conducted accordance with the requirements for effective communication with persons with disabilities at 24 CFR § 8.6 and the obligation to provide meaningful access for persons with limited English proficiency (LEP).⁴³

⁴³ For more information on serving persons with LEP, please see HUD's Final guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (72 FR 2732), published on January 22, 2007.

To implement this provision, HUD will not apply 24 CFR § 880.603, regarding selection and admission of assisted tenants. However, after the initial waiting list has been established, the PHA shall administer its waiting list for the converted project in accordance with 24 CFR § 880.603.

4. **Mandatory Insurance Coverage.** The project shall maintain at all times commercially available property and liability insurance to protect the project from financial loss and, to the extent insurance proceeds permit, promptly restore, reconstruct, and/or repair any damaged or destroyed property of a project, except with the written approval of HUD to the contrary.
5. **Choice-Mobility.** HUD seeks to provide all residents of covered projects with viable Choice-Mobility options. PHAs that are applying to convert the assistance of a project to PBRA are required to provide a Choice-Mobility option to residents of covered projects in accordance with the following:⁴⁴
 - a. **Resident Eligibility.** Residents have a right to move with tenant-based rental assistance (e.g., Housing Choice Voucher (HCV)) the later of: (a) 24 months from date of execution of the HAP or (b) 24 months after the move-in date.
 - b. **Voucher Inventory Turnover Cap.** Recognizing the limitation on the availability of turnover vouchers from year to year, a voucher agency would not be required, in any year, to provide more than one-third of its turnover vouchers to the residents of covered projects. While a voucher agency is not required to establish a voucher inventory turnover cap, if implemented the voucher agency must create and maintain a waiting list in the order in which the requests from eligible households were received.
 - c. **Project Turnover Cap.** Also recognizing the limited availability of turnover vouchers and the importance of managing turnover in the best interests of the property, in any year, a PHA may limit the number of Choice-Mobility moves exercised by eligible households to 15 percent of the assisted units in the project. (For example, if the project has 100 assisted units, the PHA could limit the number of families exercising Choice-Mobility to 15 in any year, but not less than 15.) While a voucher agency is not required to establish a project turnover cap, if implemented the voucher agency must create and maintain a waiting list in the order in which the requests from eligible households were received.

⁴⁴ The Choice-Mobility requirements that apply to covered PBRA projects differ from the requirements that apply to covered PBV projects.

HUD's goal is to have 100 percent of residents in the Demonstration offered a Choice-Mobility option within a reasonable time after conversion. However, as HUD recognizes that not all PHAs will have vouchers sufficient to support this effort, HUD will:

- Provide ranking factor points where a voucher agency has committed to provide vouchers to the covered PBRA project of a PHA without a voucher program (see Section 1.11D). Additionally, voucher agencies that make such a commitment will receive:
 - Priority points for new HCV FSS coordinator positions in an upcoming FSS competition and
 - The bonus points provided under the Section Eight Management Assessment Program (SEMAP) for deconcentration.^{45, 46}
- Grant a good-cause exemption from the Choice-Mobility requirement for no more than 10 percent of units in the Demonstration. HUD will only consider requests for good-cause exemptions from the following types of PHAs:
 - Public housing-only agencies, defined as agencies that own units under a public housing ACC, but do not administer, directly or through an affiliate, a Housing Choice Voucher program; or
 - Combined agencies that currently have more than one-third of their turnover vouchers set aside for veterans, as defined for the purpose of HUD-VASH, or homeless populations, as defined in 24 CFR § 91.5.⁴⁷ To be eligible for this exemption, the PHA's admission policies must have been formally approved by the PHA's board prior to the time of application.

HUD will issue these exemptions in the following order of priority: 1) small public housing-only PHAs; 2) all other public housing-only PHAs; and 3) combined agencies that currently have more than one-third of their vouchers set

⁴⁵ The sponsoring agency must commit to the full term of the initial HAP, must undergo a significant amendment to its Annual Plan (no later than 60 days after execution of the project's CHAP), and must comply with section 8(o)(6)(A) relating to selection preferences.

⁴⁶ In order to implement this incentive, HUD is waiving provisions under 24 CFR § 985.3(h) to provide donating agencies with bonus points under the SEMAP for deconcentration.

⁴⁷ A veteran is, for the purpose of HUD-VASH, a person who served in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable and is eligible for Veterans Administration health care.

aside for veterans and/or homeless. See Section 1.11 for more information on Choice-Mobility exemptions in the competition.

6. **Future Refinancing.** Owners must receive HUD approval for any refinancing or restructuring of permanent debt within the HAP contract term to ensure the financing is consistent with long-term preservation. (Current lenders and investors are also likely to require review and approval of refinancing of the primary permanent debt.)
7. **Submission of Year-End Financial Statements.** Covered projects converting assistance to PBRA must comply with 24 CFR Part 5 Subpart H, as amended, revised, or modified by HUD from time to time regarding submission of financial statements.⁴⁸
8. **Classification of Converting Projects as Pre-1981 Act Projects under Section 16(c) of the United States Housing Act of 1937.** For purposes of ensuring maximum flexibility in converting to PBRA, all such projects converting to PBRA shall be treated as Pre-1981 Act Projects under Section 16(c) of the US Housing Act of 1937. Section 16(c)(1) of the US Housing Act of 1937, which applies to pre-1981 Act projects, restricts occupancy by families that are other than very low-income to 25% of overall occupancy. Thus, owners of projects converting to PBRA may admit applicants with incomes up to the low-income limit. HUD Headquarters tracks the 25% restriction on a nationwide basis. Owners of projects converting to PBRA do not need to request an exception to admit low-income families. In order to implement this provision, HUD is waiving section 16(c)(2) of the US Housing Act of 1937 and 24 CFR §5.653(d)(2) and is instituting an alternative requirement that owners of projects converting to PBRA adhere to the requirements of section 16(c)(1) of the US Housing Act of 1937 and 24 CFR §5.653(d)(1).

1.8 Resident Notification

Prior to submitting an application to participate in the Demonstration, HUD requires a PHA to:

1. Notify residents of projects proposed for conversion and legitimate resident organizations of the PHA's intent to pursue a conversion;
2. Conduct at least two meetings with residents of projects proposed for conversion to discuss conversion plans and provide opportunity for comment; and

⁴⁸ This provision is included to clarify existing requirements for PHAs that own PBRA-assisted projects through Single Asset Entities. Such owners are considered reporting entities under 24 CFR § 5.801 (a)(3) and (a)(4).

Deconcentration of Poverty and Income-Mixing [24 CFR 903.1 and 903.2]

The PHA's admission policy must be designed to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects. A statement of the PHA's deconcentration policies must be included in its annual plan [24 CFR 903.7(b)].

The PHA's deconcentration policy must comply with its obligation to meet the income targeting requirement [24 CFR 903.2(e)(5)].

Developments subject to the deconcentration requirement are referred to as 'covered developments' and include general occupancy (family) public housing developments. The following developments are not subject to deconcentration and income mixing requirements: developments operated by a PHA with fewer than 100 public housing units; mixed population or developments designated specifically for elderly or disabled families; developments operated by a PHA with only one general occupancy development; developments approved for demolition or for conversion to tenant-based public housing; and developments approved for a mixed-finance plan using HOPE VI or public housing funds [24 CFR 903.2(b)].

Steps for Implementation [24 CFR 903.2(c)(1)]

To implement the statutory requirement to deconcentrate poverty and provide for income mixing in covered developments, the PHA must comply with the following steps:

Step 1. The PHA must determine the average income of all families residing in all the PHA's covered developments. The PHA may use the median income, instead of average income, provided that the PHA includes a written explanation in its annual plan justifying the use of median income.

The PHA will determine the average income of all families in all covered developments on an annual basis.

Step 2. The PHA must determine the average income (or median income, if median income was used in Step 1) of all families residing in each covered development. In determining average income for each development, the PHA has the option of adjusting its income analysis for unit size in accordance with procedures prescribed by HUD.

The PHA will determine the average income of all families residing in each covered development (not adjusting for unit size) on an annual basis.

Step 3. The PHA must then determine whether each of its covered developments falls above, within, or below the established income range (EIR), which is from 85% to 115% of the average family income determined in Step 1. However, the upper limit must never be less than the income at which a family would be defined as an extremely low income family (30% of median income).

Step 4. The PHA with covered developments having average incomes outside the EIR must then determine whether or not these developments are consistent with its local goals and annual plan.

Step 5. Where the income profile for a covered development is not explained or justified in the annual plan submission, the PHA must include in its admission policy its specific policy to provide for deconcentration of poverty and income mixing.

Depending on local circumstances the PHA's deconcentration policy may include, but is not limited to the following:

- **Providing incentives to encourage families to accept units in developments where their income level is needed, including rent incentives, affirmative marketing plans, or added amenities**
- **Targeting investment and capital improvements toward developments with an average income below the EIR to encourage families with incomes above the EIR to accept units in those developments**
- **Establishing a preference for admission of working families in developments below the EIR**
- **Skipping a family on the waiting list to reach another family in an effort to further the goals of deconcentration**
- **Providing other strategies permitted by statute and determined by the PHA in consultation with the residents and the community through the annual plan process to be responsive to local needs and PHA strategic objectives**

A family has the sole discretion whether to accept an offer of a unit made under the PHA's deconcentration policy. The PHA must not take any adverse action toward any eligible family for choosing not to accept an offer of a unit under the PHA's deconcentration policy [24 CFR 903.2(c)(4)].

If, at annual review, the average incomes at all general occupancy developments are within the EIR, the PHA will be considered to be in compliance with the deconcentration requirement and no further action is required.

For developments outside the EIR the PHA will take the following actions to provide for deconcentration of poverty and income mixing:

Encourage lower income families to move into higher income developments and encourage higher income families to move into lower income developments. No preferences will be given to applicants to encourage income mixing. No skipping of applicants on the waiting list will occur when making housing offers.

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

FINDING THE HOUSING AUTHORITY OF THE COUNTY OF MONTEREY'S 2016 ANNUAL PLAN TO BE CONSISTENT WITH THE CITY'S CDBG CONSOLIDATED PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE A STATEMENT OF CONSISTENCY FOR SUBMISSION TO HUD

WHEREAS, Title 1 of the National Affordable Housing Act requires recipients of Federal funds from the Department of Housing and Urban Development (HUD) to develop a Five -Year Consolidated and related Annual Action Plans; and

WHEREAS, pursuant to Housing and Urban Development Code of Federal Regulations Section 903.15(a)(1), the Housing Authority of the County of Monterey is required to submit certification that its Annual Plan is consistent with the local jurisdiction's Consolidated Plan, and

WHEREAS, the City of Seaside as a recipient of Community Development Block Grant (CDBG) funds, has an approved 2015-2020 Five-Year Consolidated Plan with HUD.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Seaside finds that the Annual Plan for HACM, marked Attachment "1" is consistent with the City of Seaside's 2015-2020 Consolidated Plan and that the City Manager is hereby authorized to sign the Statement of Consistency to be submitted to HUD with HACM's 2016 Annual Plan.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside held on the 17th day of March 2016 by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley E. Milton-Rerig, City Clerk

NA-35 Public Housing – 91.205(b)

Introduction

The Housing Authority of the County of Monterey (HACM) administers the Public Housing and Housing Choice Voucher programs on behalf of jurisdictions in Monterey County. The table below provides information for the entire county. According to HUD (see Totals In Use), 3,595 Housing Vouchers are used countywide.

Specific information on the race/ethnicity of the public housing residents and voucher recipients, their household characteristics, and special needs is available only for the entire county. Specific information is not available for the City of Seaside. In general, households being assisted with public housing, Housing Choice Vouchers, and other Housing Authority programs earn extremely low income (less than 30% of the county Area Median Income). The majority of those households assisted are Hispanic, and many include household members with disabilities.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	566	3,595	241	3,230	72	43	0

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher	
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	17,604	15,599	14,579	15,701	11,802	15,814
Average length of stay	0	0	7	7	2	7	0	5
Average Household size	0	0	3	2	2	2	1	3
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	140	1,113	67	1,030	15	1
# of Disabled Families	0	0	84	916	64	816	28	8
# of Families requesting accessibility features	0	0	566	3,595	241	3,230	72	43
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Race	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	528	3,196	222	2,877	48	40	0
Black/African American	0	0	27	266	12	230	21	3	0
Asian	0	0	3	82	1	80	1	0	0
American Indian/Alaska Native	0	0	5	38	4	33	1	0	0
Pacific Islander	0	0	3	13	2	10	1	0	0
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Ethnicity	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	480	2,222	138	2,036	10	29	0
Not Hispanic	0	0	86	1,373	103	1,194	62	14	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

The Five-Year Annual Plan outlines the Housing Authority's plan for addressing the housing need of families in the jurisdiction and on the waiting list for the upcoming year. The waiting list for HCV and Family Public Housing programs is now closed. The Housing Authority continues to issue new vouchers depending on available funding. The waiting list for the project-based HCV program is open depending on the location and size of the unit. The waiting list for Elderly Public Housing continues to be open.

According to the Monterey County Consolidated Plan, information on characteristics and specific needs of households on the waiting list is not available by jurisdiction. Countywide, over 7,300 households are on the waiting list for public housing. Among those households on the waiting list, over 72% are Hispanic households, about 6% are senior households, and about 14% of the households include members with disabilities. Overall, the need for accessible housing is extensive.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

About 60% of extremely low- and very low-income households in the city experience cost burden (spend more than 30% of income on housing costs), indicating the lack of affordable housing for these very low-income groups. Additionally, seniors and persons with disabilities can be more seriously impacted by these issues, due to the challenges of aging, disabilities, and limited financial support. The federal Section 8 Housing Choice Voucher program provides rental assistance to very low-income households overpaying for housing.

Low- and moderate-income Housing Choice Voucher (HCV) participants clearly need continued access to housing assistance. The average annual income for a HCV participant in Seaside is \$17,604. The median rent (as of 2011) in Seaside is \$1,503, which, if not for HCV, would require over 102% of the household's monthly income to go toward rent.

Many HCV program participants also need help to maintain their stability in housing, including family self-sufficiency, case management, and access to mental health and disability services. With an average annual income of \$17,604, HCV participants, and particularly the elderly, in Seaside also have an immediate need for affordable housing that will continue to increase as the population ages. Seniors also need supportive services to age in place, and persons with disabilities in the HCV program have a need for supportive services.

How do these needs compare to the housing needs of the population at large

While the challenging economy poses obstacles for many families, needs are generally more acute among low-income families. This is evidenced by the fact that the median income for HCV households in Seaside is at the extremely low-income level (32% of area median income). Once 30% of the household's income is paid for housing costs, little remaining income is available for other household expenses.

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

Negative Effects of Public Policies on Affordable Housing and Residential Investment

Potential constraints to housing development in Seaside vary by area, but generally may include infrastructure, residential development fees, land use controls, development standards, development and building permit application processing times, and resource preservation. An analysis of some of these potential constraints is detailed in the Seaside Housing Element. Following is a summary of some potential constraints.

Development Process

To expedite project facilitation and provide internal support to project applicants, the City established a planning permit review process. When required, permit review takes place before any necessary building permits or business licenses are applied for and is intended to ensure that new development is compatible with surrounding neighborhoods and planned future development.

Fee Structure

The City provides a fee schedule each year. Fees relate to various divisions and agencies including Finance/City Clerk Division fees, Building Division fees, Planning Division fees, Engineering Division fees, Water Division rates and fees, Recreation Division fees, Fire Department fees, Police Department fees, and Police Department-Animal Control fees. The constraints to development posed by fees are discussed in the Housing Element. The City recognizes that fees can affect the cost of construction and of affordable housing in the community and will continue to review its fee system and work toward reducing the cost of housing development.

Subdivision Improvement Standards and Zoning Ordinance

The Land Use Element of the Seaside General Plan sets forth policies for residential development. These land use policies, coupled with zoning regulations, establish the amount and distribution of land to be allocated for different uses. Housing supply and costs are affected by the amount of land designated for residential use, the density at which residential development is permitted, and the standards that govern the character of development. The Seaside Zoning Code provides for a variety of residential development. Residential zones include Residential Low Density, Residential Medium Density, Residential High Density, Mixed Use, Commercial, and Military.

The City of Seaside regulates the type, location, density, and scale of residential development primarily through the Zoning Code. Zoning regulations are designed to protect and promote the health, safety, and general welfare of residents, implement the policies of the City's General Plan, and preserve the character and integrity of neighborhoods.

Although a portion of Seaside is located in the Coastal Zone, no vacant land in the Seaside coastal area is planned for residential development. Therefore, new residential projects allowed per the Land Use Policy Map will not be subject to review and regulation per the Coastal Act.

According to the 2007–2014 Housing Element, various nongovernmental factors, governmental regulations, and environmental issues pose constraints to the provision of adequate and affordable housing. These constraints may result in housing that is not affordable to low- and moderate-income households or may render residential construction economically infeasible for developers. The City of Seaside provides design flexibility in its Zoning Code to facilitate and encourage infill development and housing opportunities in single-family, multi-family, and commercial zones. These incentives can be used to mitigate any potential impact of residential development standards on the cost and affordability of housing. The City will review and modify its Subdivision Improvement Standards, where reasonable, to provide cost savings in the development of residential units while continuing to ensure the public health, safety, and welfare.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City is working to identify other sources of funding to increase its budget for creating and maintaining affordable housing. Once monies can be identified to create more affordable housing, the City does not have any ordinances or policies that would preclude the development of said housing.

The City's General Plan Housing Element systemically analyzes and addresses barriers to affordable housing. These include governmental, non-governmental, and environmental constraints. That analysis leads to policies and programs to address these constraints. Please find more detailed information on affordable housing in the City's Housing Element at the following link: <http://www.ci.seaside.ca.us/Modules/ShowDocument.aspx?documentid=554>.

In order to produce affordable housing, the City has an inclusionary housing ordinance. The ordinance requires that for all new developments, at least 20 percent of new units constructed must be restricted for occupancy by moderate-, low-, or very low-income households. For further information, refer to Chapter 17.31, Affordable Housing Requirements, of the Seaside Code of Ordinances at the following link: <http://library.municode.com/index.aspx?clientId=16030>.

Veterans face barriers to housing due to credit issues that may have arisen during their service, and various physical and mental disabilities. The City will work with the local VA office and veterans services providers to refer veterans to these services and make information about their programs available to citizens.

Unaccompanied youth often have no credit history, and little to no savings for security deposits. The City will work with the County and local service providers to refer unaccompanied youth to appropriate services, financial assistance, and rental assistance.

AP-60 Public Housing – 91.220(h)

Introduction

The primary public organization for affordable housing and supportive services is the Housing Authority of the County of Monterey (HACM), a public housing authority whose mission is to develop and operate affordable housing and implement supportive programs. The Housing Authority manages a Section 8 Housing Choice Voucher (HCV) program and Family Self-Sufficiency programs. Both programs are essential in meeting Seaside's housing needs.

Actions planned during the next year to address the needs to public housing

HACM will undertake the following actions during the next year, consistent with its 5-Year Plan:

- Open the HCV wait list.
- Apply for new HCV allotments.
- Provide reasonable accommodation and modifications for its disabled program.
- Use the Rental Assistance Demonstration program to rehabilitate and extend the affordability of older public housing units.
- Continue to affirmatively market the HCV program to new landlords to expand participation and meet 5-Year goals of diversifying neighborhoods and placing participants within close proximity to jobs and amenities.

Coordinate with the Leadership Council to implement the "Lead Me Home" 10 Year Plan to End Homelessness.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HACM will implement the following actions to encourage public housing resident involvement in management and participate in homeownership:

- HACM will encourage public housing residents to participate in policy, procedure, and program implementation and development through its Resident Advisory Board.
- HACM will distribute a newsletter to all residents, which contains relevant news, information on training and employment opportunities, and other community resources available to public housing residents.
- Public housing residents will participate in the development of the HACM's five-year and annual plans.
- The Resident Services Division will distribute a survey to prioritize resident needs and schedule short- and long-term improvements.
- Operate the Family Self Sufficiency and POWER programs to help residents build financial assets

and prepare for homeownership where appropriate.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

HACM is not identified as "troubled."

Discussion



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Diana Ingersoll, Deputy City Manager Resource Management Services
Sharon Mikesell, Administrative Analyst

DATE: March 17, 2016

**SUBJECT: HOLD A PUBLIC HEARING AND CONSIDER ADOPTING THE
RESOLUTION APPROVING SUBSTANTIAL AMENDMENT #1 OF
THE 2015-2016 ANNUAL ACTION PLAN UNDER THE CITY OF
SEASIDE'S COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM (CDBG)**

PURPOSE

The purpose of this item is to hold a public hearing and to consider the adoption of the Substantial Amendment #1 re-allocating \$159,216 CDBG funding previously allocated for 2015-2016 for the Seaside Library roof replacement to additional ADA accessibility improvements at the Seaside Library as required by the US Department of Housing and Urban Development (HUD).

RECOMMENDATION

It is recommended that the City Council hold a public hearing; consider public input regarding the Substantial Revision; and consider adopting the resolution approving the Substantial Revision to the 2015-2016 Annual Action Plan.

BACKGROUND

On May 7, 2015, the City Council adopted Resolution 15-38 approving the 2015-2020 Consolidated Plan including the 2015-2016 Annual Action Plan. The adopted plan was submitted to the US Department of Housing and Urban Development (HUD) on May 15, 2015, meeting the deadline of May 15, 2015, for its review and approval.

HUD indicated on July 10, 2015 that the roof replacement of the Seaside Library could move forward on the condition that verification of low income patrons is established. Representatives from City Staff and the Library met on July 21, 2015 to begin that process. It should be noted

that the ADA improvements to the Seaside Library funded by CDBG in the 2014-2015 funding cycle qualified for CDBG funding as it met a different criteria of increasing accessibility to a public facility.

The Library supplied documentation that the City supplied to HUD on July 24, 2015 regarding the free and reduced lunch program participation in area schools. The Library indicated that they use the data to qualify for a federally funded E-rate telecommunication program.

On August 12, 2015, HUD indicated that the school lunch data received was inadequate to qualify the Library for CDBG funding for the roof replacement and provided options that (depending on the data) could prove eligibility for CDBG funding

1. Do 51 percent of the library cardholders originate from L/M census tracts/block groups?
2. Or, as an alternative, do 51 percent of the persons who checked out an item from last 12 months reside in a L/M census tract or block groups?
3. Or, for the next week, survey every fifth person who comes into the library and ask for cross streets of their residence (to be checked to confirm Low/Moderate census tract or block group)

The options were presented to the library for their consideration. On September 28, 2015, the Library provided an Excel file of the library card holders (names removed for confidentiality) residing within the City of Seaside. The file was submitted to HUD for verification of Low/Moderate income tract data.

On November 9, 2015, HUD contacted the City that they had determined that the percentage of library cardholder addresses in Low-Moderate block groups was 46.33%. As a result, the roof replacement project did not meet the 51% needed in order to qualify for CDBG funding to assist Low/Moderate income residents. Since a roof replacement does not increase accessibility to the building, the roof replacement project must be replaced with a CDBG eligible project for the 2015-2016 funding cycle.

On November 18, 2015, the Community Development Advisory Committee (CDAC) was advised that the roof replacement had not been approved by HUD. The CDAC heard a brief report from the City engineering staff. In accordance with the CDAC's general policy for reallocation of funds, they requested a presentation regarding existing project of the Library ADA improvements, to possibly supplement it as well as suggestions for additional projects (if possible) that could qualify for CDBG funding at their December meeting.

On December 16, 2015, the CDAC received a presentation regarding the recent ADA improvements, including concerns of additional accessibility improvements recommended for the library. The CDAC voted to recommend that the City Council re-allocate \$159,216 CDBG funding previously allocated for 2015-2016 for roof replacement to additional ADA accessibility improvements at the Library. Additional ADA improvements will meet the criteria

for CDBG funding as it appropriately fits a HUD established outcome of increasing accessibility to a public facility. Since the City is responsible for the Library building, utilizing CDBG funds for eligible improvements will alleviate the need for spending General Fund dollars. .

On December 22, 2015, HUD indicated that although the change in project would be done to the same building, changing the beneficiaries would trigger a Substantial Amendment process to the Annual Action Plan.

On January 20, 2016, the CDAC met and approved a recommendation to begin the Substantial Amendment process which includes a 30 day comment period, public noticing, posting of the proposed amendment and a public hearing during a City Council meeting.

On February 11, 2016, a notice was published in both English and Spanish in the ***Monterey County Weekly***. The public comment period began on February 16, 2016 with posting of the Substantial Amendment. The public comment period will end at the conclusion of this public hearing.

NEXT STEPS

Upon Council approval, the Substantial Amendment will be forwarded to HUD and the City Engineering staff will move forward with additional ADA improvements at the Seaside Library.

FISCAL IMPACT

The Community Development Block Grant program is a Special Fund separate from the General Fund. Since the City is responsible for the building housing the Library, utilizing CDBG funds for ADA accessibility will alleviate the need for eventually spending General Fund dollars for the needed improvements.

ATTACHMENTS

1. Draft Substantial Amendment #1 to 2015-2016 Annual Action Plan
 2. HUD Determination of Library Patron Residence Data
 3. Resolution approving Substantial Amendment #1 CDBG program
-

Reviewed for Submission to the
City Council by:



Meeting Date: March 17, 2016

Craig Malin, City Manager

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBSTANTIAL AMENDMENT NO. 1
TO THE 2015-2016 ACTION PLAN



February 16, 2016

City of Seaside
2015-2016 Action Plan - Substantial Amendment No. 1

BACKGROUND

The City of Seaside proposes to cancel a Community Development Block Grant (CDBG) activity previously described in the 2015-2016 Action Plan and add a new CDBG to the 2015-2016 Action Plan. Pursuant to U.S. Department of Housing and Urban Development (HUD) regulations and the City of Seaside Citizen Participation Plan adopted in 2012, these changes are considered a "Substantial Amendment" to the 2015-2016 Action Plan that require specific citizen participation actions before the change may be approved by the City Council and submitted to HUD. To allow interested residents the opportunity to review and comment on the proposed changes, the City published a public notice in the ***Monterey County Weekly*** on February 11, 2016 informing residents of the availability of the Substantial Amendment document for public review and comment for a period of 30 days from February 16, 2016 to March 17, 2016. The public review and comment period concludes with a public hearing before the City Council on March 17, 2016 at 7:00 p.m., or shortly thereafter, when the City Council will consider the amendment.

PROPOSED AMENDMENT TO THE ACTION PLAN

The 2015-2016 Annual Action Plan included a roof replacement project for the Seaside Library. HUD contacted the City that it was determined that the percentage of library cardholder addresses in Low-Moderate block groups was 46.33%. As a result, the roof replacement project did not meet the 51% of low/moderate block group addresses needed in order to qualify for CDBG funding for a project to assist Low/Moderate income residents. As a result, the roof replacement project must be replaced with a CDBG eligible project for the 2015-2016 funding cycle.

Removing architectural barriers at the Seaside Library (although it is the same building) does meet the criteria for CDBG funding as it appropriately fits a HUD established outcome of increasing accessibility as a Low/Moderate Limited Clientele Presumed Benefit. Since the City is responsible for the Library building, utilizing CDBG funds for eligible improvements will alleviate the need for eventually spending General Fund dollars for these needed improvements.

The proposed changes to the 2015-2016 Action Plan section are as follows:

**City of Seaside
2015-2016 Action Plan - Substantial Amendment No. 1**

APPROVED MAY 7, 2015:

Project Name	Seaside Library Roof Replacement
Target Area	
Goals Supported	Services for low-and moderate-income residents
Needs Addressed	Provide public services for low-income residents
Funding	\$159, 216
Description	Roof replacement for the Seaside Library.
Target Date	6/30/2016
Estimate the number and type of families that will benefit from the proposed activities	Approximately 500 low income families will benefit from the proposed activities.
Location Description	550 Harcourt Avenue, Seaside, CA
Planned Activities	Library roof replacement.

SUBSTANTIAL AMENDMENT MARCH 17, 2016:

Project Name	Removal of Architectural Barriers Seaside Library
Target Area	
Goals Supported	Improve Accessibility for persons with disabilities.
Needs Addressed	Improve Accessibility for persons with disabilities.
Funding	CDBG: \$159,216
Description	Removal of architectural barriers
Target Date	6/30/2016
Estimate the number and type of families that will benefit from the proposed activities	Approximately 500 people of Low/Moderate Limited Clientele Presumed Benefit .
Location Description	550 Harcourt Avenue, Seaside, CA
Planned Activities	Improvements for exterior railings for exterior stairs and loading dock. Establishing ADA compliance at three emergency exits (from Reading Room, Meeting Room and Break Room (additional funding of approximately \$83,784 is expected to be allocated in the 2016-2017 Action Plan to complete this activity)



**CITY OF SEASIDE
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of the City of Seaside California, will conduct a public hearing in the Council Chamber, at City Hall, 440 Harcourt Avenue, in said City of Seaside, Thursday March 17, 2016 at 7:00 p.m., or thereafter, to consider a Substantial Amendment to the 2015-2016 Action Plan previously approved and submitted to the U.S. Department of Housing and Urban Development (HUD). The proposed Substantial Amendment cancels the Seaside Library Roof Replacement activity that was to receive \$159,216 of Community Development Block Grant (CDBG) funds and adds a new activity to remove architectural barriers at the Seaside Library. HUD has determined that roof replacement to the Seaside Library did not qualify for CDBG funding as the library patrons did not meet the low/moderate income criteria. The removal of architectural barriers at the Seaside Library does meet the national objective for Low/Moderate Limited Clientele Presumed Benefit. Although the project is proposed for the same building (which would normally be a non-substantial amendment), since the beneficiaries of the project has changed, HUD requires a Substantial Amendment process be completed.

A copy of the draft Substantial Amendment document will be made available for public review, during business hours starting Monday, February 16, 2016 at the Seaside City Hall, Seaside Public Library, Seaside Fire Station and the Oldemeyer Community Center or downloaded online at www.ci.seaside.ca.us. The public review and comment period will conclude with the public hearing on March 17, 2016.

The public is invited to attend the public hearing and comment on the draft Substantial Amendment. The City will consider and respond to all public comments. A summary of public comments received and the City's responses will become part of the public record. Any person unable to attend the public hearing may submit written comments to the City Clerk, 440 Harcourt Avenue, Seaside, CA 93955. If you have any questions regarding this notice, please contact Sharon Mikesell, Administrative Analyst, at 831-899-6734 or by email at smikesell@ci.seaside.ca.us.

Published: February 11, 2016, *Monterey County Weekly*



**CIUDAD DE SEASIDE
AVISO DE AUDIENCIA PÚBLICA**

POR ESTE MEDIO SE NOTIFICA PÚBLICAMENTE que el Concilio de la Ciudad de Seaside California, realizará una audiencia pública en la Cámara del Concilio, en el Ayuntamiento de la Ciudad, 440 Harcourt Avenue, en dicha Ciudad de Seaside, jueves, 17 de marzo de 2016 a las 7:00 p.m., o después de eso, para considerar una Enmienda Sustancial al Plan de Acción 2015-2016 previamente aprobado y enviado al Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD). La propuesta Enmienda Sustancial anula la actividad de Reemplazo de Techo de la Biblioteca de Seaside que iba a recibir \$159,216 de fondos de Subsidios Globales para el Desarrollo Comunitario (CDBG) y añade una nueva actividad para eliminar las barreras arquitectónicas en la Biblioteca de Seaside. HUD ha determinado que el reemplazo de techo a la Biblioteca de Seaside no calificó para fondos de CDBG como los patronos de la biblioteca no cumplieron con los criterios de ingresos bajos/moderados. La eliminación de barreras arquitectónicas en la Biblioteca de Seaside cumple el objetivo nacional de Beneficio Supuesto de Clientela Limitada de Bajo/Moderado. Aunque el proyecto se propone para el mismo edificio (que normalmente sería una modificación no sustancial), ya que los beneficiarios del proyecto ha cambiado, HUD requiere completar un proceso de Enmienda Sustancial.

Una copia del documento borrador de la Enmienda Sustancial será disponible para revisión pública, durante horas de oficina a partir del martes, 16 de febrero de 2016 en el Ayuntamiento de la Ciudad de Seaside (City Hall), Biblioteca Pública de Seaside, Estación de Bomberos de Seaside y el Centro Comunitario Oldemeyer o descargándose en línea en www.ci.seaside.ca.us. El período de revisión y comentario público concluirá con la audiencia pública el 17 de marzo de 2016.

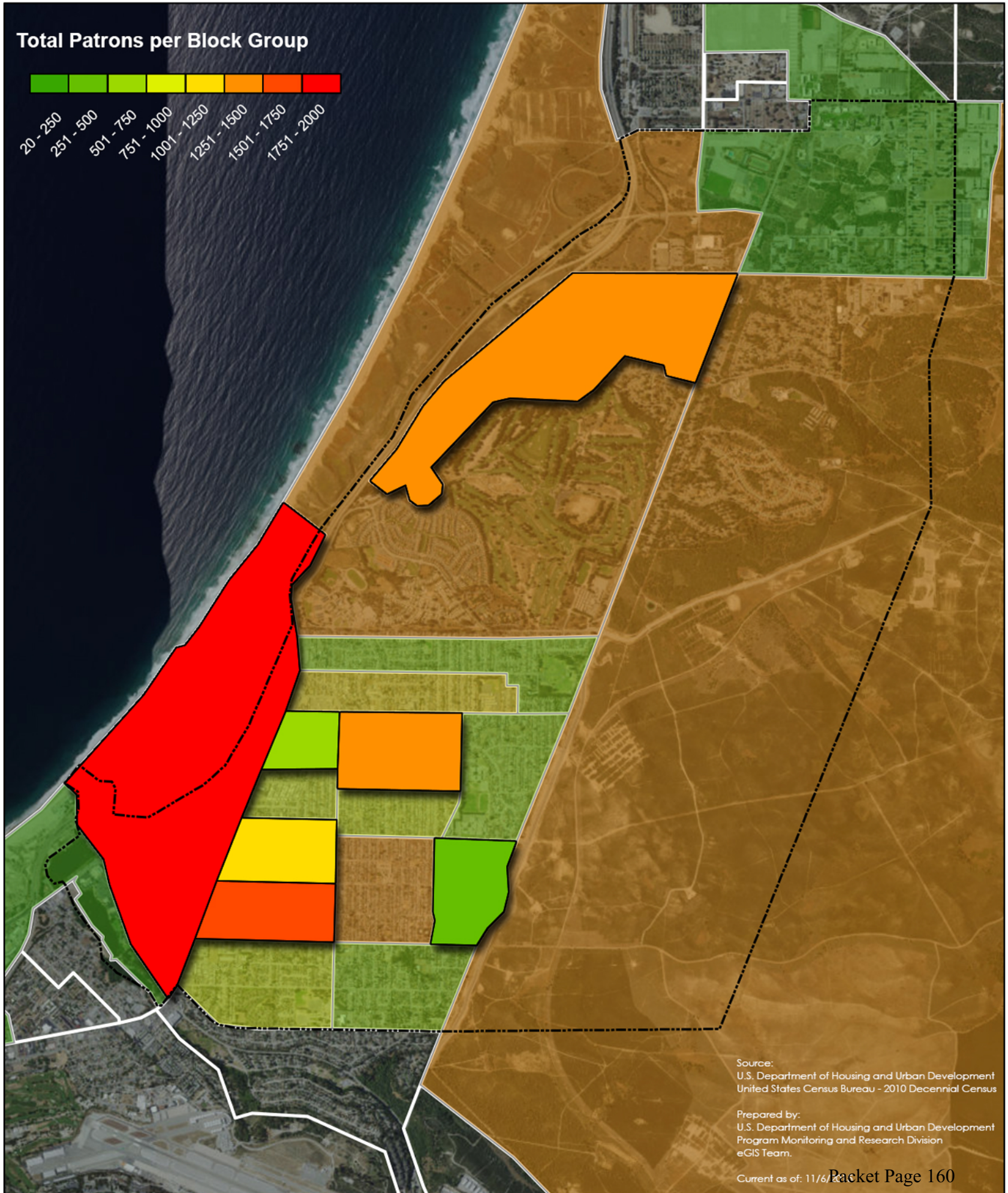
El público está invitado a asistir a la audiencia pública y comentar sobre el borrador de la Enmienda Sustancial. La Ciudad considerará y responderá a todos los comentarios del público. Un resumen de los comentarios públicos recibidos y las respuestas de la Ciudad pasarán a formar parte del registro público. Cualquier persona que no pueda asistir a la audiencia pública podrá presentar comentarios por escrito a la Secretaria Municipal, 440 Harcourt Avenue, Seaside, CA 93955. Si usted tiene alguna pregunta sobre este aviso, póngase en contacto con Sharon Mikesell, Analista Administrativo, 831-899-6734 o por correo electrónico a smikesell@ci.seaside.ca.us.

City of Seaside, CA

Library Patrons Relative to Low/Mod Income Areas



Total Patrons per Block Group



Source:
U.S. Department of Housing and Urban Development
United States Census Bureau - 2010 Decennial Census

Prepared by:
U.S. Department of Housing and Urban Development
Program Monitoring and Research Division
eGIS Team.

Current as of: 11/6/2010 Packet Page 160

Block Group ID	Low/Mod Income Percentage	Address Count		
60530141041	0	135		
60530135002	0.156	666		
60530138003	0.2275	907		
60530141073	0.2561	1,416		
60530135003	0.2577	1,346		
60530139001	0.3094	570		
60530141071	0.3408	1,487		
60530133002	0.4304	20		
60530138001	0.4505	582		
60530137001	0.462	757		
60530136002	0.5	928		
60530139002	0.507	1,073	9887	Address Record Count in Non Low-Mod Block Groups
60530133004	0.5177	0	53.67%	Percentage of Addresses in Non Low-Mod Block Groups
60530141072	0.5425	1,357		
60530140001	0.5806	1,890		
60530138002	0.6128	1,430		
60530135001	0.6187	469		
60530136001	0.6269	1,643		
60530137002	0.6742	1,032		
60530137003	0.8195	714	8535	Address Record Count in Low-Mod Block Groups
			18422	Total Count of Address Records for Library
			46.33%	Percentage of Addresses in Low-Mod Block Groups

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING SUBSTANTIAL AMENDMENT #1 TO THE 2015-2016 REVISED ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, Title 1 of the National Affordable Housing Act requires recipients of Federal funds from the U.S. Department of Housing and Urban Development (HUD) to develop a Five-Year Consolidated Plan and related Annual Action Plans; and

WHEREAS, on May 7, 2015, the City Council adopted Resolution 2015-38 approving the 2015-2020 Consolidated Plan and the 2015-2016 Annual Action Plan. The adopted plan documents were submitted to the US Department of Housing and Urban Development (HUD) on May 15, 2015, meeting the deadline of May 15, 2015, and

WHEREAS, on July 10, 2015 HUD indicated that the roof replacement of the Seaside Library could move forward on the condition that verification of low income patrons was established and

WHEREAS, on July 21, 2015 representatives from the City and the County Library met to begin the verification process and

WHEREAS, on July 24, 2015 data was submitted to HUD regarding free and reduced school lunch program participation used by the Seaside Library for other federal program qualification.

WHEREAS, on August 12, 2015 HUD rejected the school lunch program data as inadequate and suggested alternative data sources.

WHEREAS, on September 28, 2015, the Library provided address data for their Seaside patrons with personally identifying information removed for verification of residence in Low/Moderate income tracts and

WHEREAS, on November 9, 2015 HUD indicated that the data concluded that the roof replacement of the Seaside Library was ineligible for CDBG funding as less than 51% of patrons lived in Low/Moderate income tracts and

WHEREAS, on November 18, 2015 the Community Development Advisory Committee (CDAC) was advised that the roof replacement project had been rejected by HUD. The CDAC requested information from the City regarding an alternative project for the 2015-2016 funding cycle and

WHEREAS, on December 16, the CDAC heard a presentation regarding the Seaside Library's recently concluded ADA upgrades and the possibility that additional upgrades were necessary to the building and

WHEREAS, the CDAC formulated a revised project funding allocation recommending reallocation of CDBG funds to ADA improvements to the Seaside Library to meet the criteria of providing additional improved access to the public building serving a Low/Moderate Limited Clientele Presumed Benefit.

WHEREAS on December 22, 2015, HUD indicated that although a change in project would be to the same building, changing the beneficiaries would trigger a Substantial Amendment process.

WHEREAS, on January 20, 2016 the CDAC approved a recommendation to begin the Substantial Amendment process.

WHEREAS, on February 11, 2016, a notice was placed in both English and Spanish in the Monterey County Weekly announcing the beginning of a public comment period and the posting of the proposed Substantial Amendment on February 16, 2016 and ending at the conclusion of a public hearing before the City Council.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Seaside that the revised fund reallocation of the 2015-2016 Annual Action Plan for the Community Development Block Grant Program covering the designated periods, is hereby approved, and that the City Manager is hereby authorized to revise all certifications, assurances and other documents as may be required by HUD.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 17th day of March, 2016, by the following vote:

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

APPROVED:

Ralph Rubio, Mayor

ATTEST:

Lesley E. Milton, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Diana Ingersoll, Deputy City Manager Resource Management Services
Tim O'Halloran, City Engineer/Public Works Services Manager
Daphne Hodgson, Deputy City Manager Administrative Services

DATE: March 17, 2016

**SUBJECT: RESOLUTION AMENDING THE 2015-2016 CAPITAL
IMPROVEMENT PROGRAM TO INCLUDE SEVERAL PROJECTS
TO BE FUNDED BY GENERAL FUND CAPITAL RESERVES OR
LEASE/PURCHASE FINANCING**

PURPOSE

The purpose of this item is to have the City Council consider amending the 2015/2016 fiscal year Capital Improvement Program budget to include several projects to be funded by General Fund Capital Reserves and lease/purchase financing.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution amending the Capital Improvement Program budget for Fiscal Year 2015/2016 to include the projects outlined therein and appropriate \$113,500 from the General Fund Capital Reserve and authorize staff to move forward with a lease/purchase financing alternative for future final Council review. The recommendation will address long-standing City Hall, Library and Fire Station facility needs, advance the City's energy sustainability and youth facility / programming efforts and retain \$724,296 of the recently added \$837,796 in capital reserves.

BACKGROUND

On February 18, the City Council reviewed a mid-year budget report highlighting revenue exceeding budget estimates and discussed various capital improvement projects that could be funded. The Council directed \$837,796 be added to City reserves and asked staff to return with a consolidated recommendation on capital improvements. The consolidated recommendation includes the following projects:

Project #4 – Library HVAC

Project #4 is the replacement of the existing heating and ventilation (HV) system for the Library building. The estimated project cost is \$290,000.

The existing HV system is old and inefficient. It is recommended that the Library HV replacement be completed before replacing the roof on the Library (See CIP Project #7, Library Re-Roof, below). The project recommends removing the existing heating system and installing a new energy efficient, 7,300 cfm heating system conforming to California Building Code Title 24 requirements for energy efficiency. The Library HV construction plans are complete and a bid set needs to be created to solicit construction bids.

There is an existing carryover budget of \$100,000 in the General Fund. Therefore, an additional \$190,000 is needed for this project.

Project #7 – Library Re-Roof

Project #7 is the re-roofing of the Library building. The construction cost estimate to re-roof the Library after the HV replacement is \$240,000.

The project scope is the complete removal of two existing roof systems to the deck, install new curbs for an appropriately sized HV unit, installation of a new modified built up roof system in hot asphalt and gravel roof with new fascia/drip edge for wind uplift, and prime and coat the exposed concrete overhang with masonry sealant.

With \$60,784 currently budgeted in the General Fund for this project, an additional \$180,000 is needed for this project.

Project #21 – City Hall Heating, Ventilation, and Air Conditioning (HVAC) Replacement

The project scope is replace the heating, ventilation and air conditioning (HVAC) system for City Hall, inclusive of the Police Department. The proposed project cost is \$460,000.

Project #43 – Fire Station #1 HVAC Repair

The proposed scope of work consists of purchasing and installing a new heating and ventilation system on the roof of the Fire Station. The project cost is \$50,000.

Project #47 – Police Department Office Space Realignment

The proposed scope of work creates an office space for sergeants that includes asbestos abatement for the tiles and underlying mastic on the floor, installation of walls and a door to enclose the office area, installation of electrical outlets, isolated lighting, computer and phone connection, and installation of new carpet. The budget also includes moving the Sergeant's furniture and computers to the new office and patching and painting the old office space. The project cost is \$21,000.

Funding Considerations:

Following Council review of the mid-year budget report on February 18, staff explored long-

term financing options for the long-term facility needs discussed at the February 18 meeting.

Instead of using General Fund Capital Reserves for these projects, an expansion of the projects to incorporate long-term energy efficiency and sustainability is recommended, along with a lease / purchase funding program.

Staff has looked at possible lease/purchase funding alternatives. We have determined that the City could add a solar array over the parking lot and undertake City Hall window replacement for a total project cost (including projects #4, #7 and #21) of approximately \$1.5 million and pay for the projects over 16 years at a cost of \$120,000 per year. This annual cost is anticipated to be offset by energy savings of approximately \$60,000 for a net cost of \$60,000 per year to the General Fund. This would spread the costs of these projects over the life of the projects, consolidate the various City Hall and Library projects into a cohesive energy efficiency package and retain \$724,296 of the recent \$837,796 addition to City reserves.

The additional projects proposed to be included are solar panels over the City Hall parking lot for a cost of \$500,000 and City Hall window replacements for a cost of \$95,000.

The \$113,500 assignment of reserves would be dedicated toward Troia Building refurbishment (\$80,000), the Police Department Office Space Realignment (\$21,000) and Council Chamber improvements including ADA improvements and staff productivity improvements (\$12,500).

The Troia Building refurbishment is focused on the west side of the building and would facilitate permanent new occupancy by the Youth Violence Prevention Program if by future sale of the property or temporary, maintenance-focused stewardship of the building by the program, pending future sale actions.

It is recommended that the City Council adopt the attached resolution amending the Capital Improvement Program budget for Fiscal Year 2015/2016 to include the projects outlined herein, authorize staff to move forward with a proposed lease/purchase financing contract for future review and appropriate \$113,500 from the General Fund Capital Reserve for the Troia Building refurbishment, Police Department Office Space Realignment and Council Chambers improvements.

FISCAL IMPACT

One-Hundred Thirteen Thousand Five Hundred Dollars (\$113,500) would need to be appropriated from the City's General Fund Capital Reserve to fund the proposed amendment to the CIP.

ATTACHMENTS

1. Resolution
 2. Attachment A
 3. Project #4 - Library HVAC
 4. Project #7 - Library Re-Roof
-

5. Project #21
 6. Project #43 - Fire Station HVAC
 7. Project #47 - PD Office Space Upgrades
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AMENDING 2015/2016 THE FISCAL YEAR CAPITAL IMPROVEMENT PROGRAM,
APPROPRIATING \$113,500 FROM GENERAL FUND CAPITAL RESERVES AND
AUTHORIZING STAFF TO MOVE FORWARD WITH A LEASE/PURCHASE
FINANCING**

WHEREAS, the Capital Improvement Program (CIP) covers planned improvements to city property, such as streets, parks, water system, sanitary facilities and governmental buildings; and

WHEREAS, the current CIP was approved on June 18, 2015; and

WHEREAS, several projects have been identified to be included as a mid-year amendment to the Fiscal Year 2015/2016 projects in the CIP.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby amends the 2015/2016 Fiscal Year Capital Improvement Program to include the projects listed in “Attachment A”, authorizes staff to move forward with a lease/purchase financing alternatives for the listed projects and appropriates \$113,500 from the General Fund Capital Reserve.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 17 day of March 17, 2016 by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

Attachment “A”

TO A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
AMENDING THE 2015/2016 FISCAL YEAR CAPITAL IMPROVEMENT PROGRAM

<i>General Fund Capital Reserve Increase as of February 18, 2016</i> <i>Mid Year Analysis</i>	<i>\$837,796</i>
Projects to be funded from Capital Reserve:	Budget
Youth Violence Prevention Program Site Renovations	\$ 80,000
Project #47 – Police Department Office Space Improvements	\$ 21,000
City Council Chambers Renovations	\$ 12,500
Total Projects to be funded from Capital Reserve:	\$113,500
<i>Remaining General Fund Capital Reserve Increase</i>	<i>\$724,296</i>
Projects to be funded from Lease/Purchase Financing:	Budget
Project #4 – Library HVAC	\$190,000
Project #7 – Library Re-Roof	\$180,000
Project #21 – City Hall HVAC Upgrades	\$460,000
Project #43 – Fire Station #1 HVAC Upgrades	\$ 50,000
Solar Panels over City Hall Parking Lot	\$500,000
City Hall Window Replacements	\$95,000
Total Projects to be funded from Lease/Purchase Financing:	\$1,475,000



LIBRARY HVAC

Capital Improvement Project Information Sheet

Project Location: 550 Harcourt Avenue

Project Type

- ☐ Water
- ☐ Storm Water
- ☐ Sanitation
- ☐ Transportation
- ☐ Recreational
- ☒ Govt Facilities
- ☐ POMA
- ☐ Special Projects

Project Phase

Project Start: FY 2015/2016

- ☐ Preliminary
- ☒ Planning
- ☒ Design
- ☒ Construction

Project Justification

- ☐ State/Federal Mandate
- ☒ City Priority
- ☐ Department Request
- ☐ Economic Development
- ☐ Existing Deficiency
- ☐ Other:

Funding Sources

- ☒ General Fund (100) -reserve
- ☐ Successor Agency
- ☐ Water (401)
- ☐ Storm Water (271)
- ☐ SCSD (951)
- ☐ Grant:
- ☐ Other:



Project Cost Breakdown

	Total Project Cost	FY 2015/2016*	Mid-Year FY 2015/2016	Future FY
Planning/Environmental/Engineering	\$30,000	\$21,000	\$9,000	\$0
Construction Management	\$31,000	\$5,000	\$26,000	\$0
Construction Cost	\$203,000	\$66,000	\$137,000	\$0
Contingency	\$26,000	\$8,000	\$18,000	\$0
Total	\$290,000	\$100,000	\$190,000	\$0

Project Description

The original project scope was to upgrade of the existing heating and ventilation (HV) system for the Library building. During the design phase, it was discovered that the existing HV system is antiquated and could not be upgraded. The project scope was revised to replace the HV system and make some additional structural upgrades. The Library HV construction plans are complete and a bid set needs to be created to solicit construction bids. The project recommends removing the existing heating system and installing an new, energy efficient, 7,300 cfm heating system conforming to California Building Code. Project also includes removal of existing bathroom exhaust fans and installation of new 800 cfm exhaust fan. It is recommended that the Library HV replacement be completed before replacing the roof on the Library.

* Includes \$100,000 carry over for FY 2014/2015

PRINTED: 3/4/2016



LIBRARY RE-ROOF

Capital Improvement Project Information Sheet

Project Location: 550 Harcourt Avenue

Project Type

- ☐ Water
- ☐ Storm Water
- ☐ Sanitation
- ☐ Transportation
- ☐ Recreational
- ☒ Govt Facilities
- ☐ POMA
- ☐ Special Projects

Project Phase

Project Start: FY 2015/2016

- ☐ Preliminary
- ☐ Planning
- ☒ Design
- ☒ Construction

Project Justification

- ☐ State/Federal Mandate
- ☐ City Priority
- ☐ Department Request
- ☐ Economic Development
- ☒ Existing Deficiency
- ☐ Other:

Funding Sources

- ☒ General Fund (100)
- ☐ Redevelopment (981/991)
- ☐ Water (401)
- ☐ Storm Water (271)
- ☐ SCSD (951)
- ☐ Grant:
- ☐ Other:



Project Cost Breakdown	Total Project Cost	Mid-Year		
		FY 2015/2016	FY 2015/2016	Future FY
Planning/Environmental/Engineering	\$17,000	\$15,000	\$2,000	\$0
Construction Management	\$32,500	\$8,000	\$24,500	\$0
Construction Cost	\$171,000	\$35,000	\$136,000	\$0
Contingency	\$20,284	\$2,784	\$17,500	\$0
Total	\$240,784	\$60,784	\$180,000	\$0
Use	\$240,000			

Project Description

Remove and replace roofing at the facility. The project scope is the complete removal of the 2 roof system to the deck, install new curbs for similar sized HV unit, installation of a new modified built up roof system in hot asphalt and gravel roof with new fascia/drip edge for wind uplift, prime and coat the exposed concrete overhang with masonry sealant. Because the roof replacement should take place upon completion of the HV replacement, project costs will be incurred during fiscal year ending 2017 with a target completion date of November 2016.



CITY HALL HVAC UPGRADE

Capital Improvement Project Information Sheet

Project Location: 440 Harcourt Avenue

Project Type

- ☐ Water
- ☐ Storm Water
- ☐ Sanitation
- ☐ Transportation
- ☐ Recreational
- ☒ Govt Facilities
- ☐ POMA
- ☐ Special Projects

Project Phase

Project Start: FY 2015/2016

- ☐ Preliminary
- ☐ Planning
- ☒ Design
- ☒ Construction

Project Justification

- ☐ State/Federal Mandate
- ☒ City Priority
- ☐ Department Request
- ☐ Economic Development
- ☒ Existing Deficiency
- ☐ Other:

Funding Sources

- ☒ General Fund (100)
- ☐ Successor Agency
- ☐ Water (401)
- ☐ Storm Water (271)
- ☐ SCSD (951)
- ☐ Grant:
- ☐ Other:



Project Cost Breakdown	Total Project Cost	Mid-Year		
		FY 2015/2016	FY 2015/2016	Future FY
Planning/Environmental/Engineering	\$76,000	\$0	\$25,000	\$51,000
Construction Management	\$34,000	\$0	\$11,000	\$23,000
Construction Cost	\$305,000	\$0	\$100,000	\$205,000
Contingency	\$45,000	\$0	\$5,000	\$40,000
Total	\$460,000	\$0	\$141,000	\$319,000

Project Description

The project is to evaluate and upgrade the existing Heating, Ventilating and Air Conditioning (HVAC) system for the City Hall building. Since the existing HVAC system has no Air Conditioning, it would be necessary to add cooling capacity for some or all of the offices at City Hall. FY 2015/2016 funding includes performing upgrades to install air conditioning to some of the office in the Police Department. Future costs are associated with upgrades to the HVAC system for the other offices in City Hall. All proposed upgrades would be designed in compliance with the California Building Code, including Title 24, Building Energy Efficiency Standards.

PRINTED: 3/7/2016



FIRE STATION HEATING IMPROVEMENTS

Capital Improvement Project Information Sheet

Project Location: 1635 Broadway Avenue

Project Type

- ☐ Water
- ☐ Storm Water
- ☐ Sanitation
- ☐ Transportation
- ☐ Recreational
- ☒ Govt Facilities
- ☐ POMA
- ☐ Special Projects

Project Phase

Project Start: FY 2015/2016

- ☐ Preliminary
- ☐ Planning
- ☒ Design
- ☒ Construction



Project Justification

- ☐ State/Federal Mandate
- ☒ City Priority
- ☐ Department Request
- ☐ Economic Development
- ☒ Existing Deficiency
- ☐ Other:

Funding Sources

- ☒ General Fund (100)
- ☐ Successor Agency
- ☐ Water (401)
- ☐ Storm Water (271)
- ☐ SCSD (951)
- ☐ Grant:
- ☐ Other:

Project Cost Breakdown	Total Project Cost	Mid-Year		
		FY 2015/2016	FY 2015/2016	Future FY
Planning/Environmental/Engineering	\$7,000	\$0	\$7,000	\$0
Construction Management	\$3,000	\$0	\$3,000	\$0
Construction Cost	\$33,000	\$0	\$33,000	\$0
Contingency	\$7,000	\$0	\$7,000	\$0
Total	\$50,000	\$0	\$50,000	\$0

Project Description

The heater to the fire department administration area has failed and the cabinet in which the heater is housed on the roof is leaking. Temporary repairs include disconnecting the heater and partially tarping the cabinet to allow ventilation but prevent rain from entering the building. The project is to replace the failed heater on the roof of the Fire Station. All proposed upgrades would be designed in compliance with the California Building Code, including Title 24, Building Energy Efficiency Standards.

PRINTED:

3/4/2016



POLICE DEPARTMENT OFFICE SPACE UPGRADES

Capital Improvement Project Information Sheet

Project Location: 440 Harcourt Avenue

Project Type

- ☐ Water
- ☐ Storm Water
- ☐ Sanitation
- ☐ Transportation
- ☐ Recreational
- ☒ Govt Facilities
- ☐ POMA
- ☐ Special Projects

Project Phase

Project Start: FY 2015/2016

- ☐ Preliminary
- ☐ Planning
- ☒ Design
- ☒ Construction

Project Justification

- ☐ State/Federal Mandate
- ☐ City Priority
- ☒ Department Request
- ☐ Economic Development
- ☒ Existing Deficiency
- ☐ Other:

Funding Sources

- ☒ General Fund (100)
- ☐ Successor Agency
- ☐ Water (401)
- ☐ Storm Water (271)
- ☐ SCSD (951)
- ☐ Grant:
- ☐ Other:



Project Cost Breakdown	Total Project Cost	Mid-Year		
		FY 2015/2016	FY 2015/2016	Future FY
Planning/Environmental/Engineering	\$1,000	\$0	\$5,000	\$0
Construction Management	\$500	\$0		\$0
Construction Cost	\$15,000	\$0	\$15,000	\$0
Contingency	\$1,000	\$0	\$1,000	\$0
Total	\$17,500	\$0	\$21,000	\$0

Project Description

The project is to convert an area of the Police Department into an office space for the sergeants. The proposed scope of work creates an office space for the sergeants that includes asbestos abatement for the tiles and underlying mastic on the floor, installation of walls and a door to enclose the office area with sheet-rocked, plastered and painted, installation of electrical outlets, isolated lighting, computer and phone connection, and installation of new carpet. The budget also includes moving the Sergeant's furniture and computers to the new office and patching and painting the old office space.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Diana Ingersoll, Deputy City Manager Resource Management Services
Mark McClain, Building Official

DATE: March 17, 2016

SUBJECT: CONSIDERATION OF AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT AGREEMENT WITH CSG CONSULTANTS INC. TO INCLUDE CODE ENFORCEMENT SERVICES AND TO INCREASE THE NOT TO EXCEED CONTRACT AMOUNT BY \$90,625.00.

PURPOSE

The purpose of this item is for the City Council to consider an Amendment to the Professional Services Agreement (PSA) between the City of Seaside and CSG Consultants Inc. (CSG) to include code enforcement services in addition to providing building inspection and plan review services to the Building Division. This amendment will also require consideration of authorizing a General Fund appropriation from the reserves of \$45,700.00 and a transfer of \$14,925.00 from salary savings.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing the City Manager to execute an Amendment to the PSA with CSG Inc. adding \$90,625.00 to the not to exceed amount of the contract total and authorize an appropriation of \$45,700 from the General Fund reserves and a transfer of \$14,925 from salary savings.

BACKGROUND

On June 18, 2015, the City of Seaside entered into a PSA with CSG for the building inspection and plan review services for a not to exceed contract amount of \$50,000. Subsequently, at the request of City staff, CSG has performed additional code enforcement services that will result in exceeding the maximum as indicated in the contract. As a result, CSG has requested an amendment to their existing contract (see attached letter). This request for additional funds in the amount of \$90,625.00 for this contract is due to the vacancy of the code enforcement officer

position since August 2015. The revised scope of work and budget is provided as Exhibit “A” in the Amendment to Professional Services Agreement with CSG for an amended budget not to exceed \$140,625.00 for building inspection, plan review and code enforcement services for fiscal year 2015-2016. Budget transfers totaling \$30,000.00 have already been previously approved leaving a remaining balance of \$60,625.00 to be approved by the City Council.

FISCAL IMPACT

The original PSA contract amount of \$50,000 is paid from the Building Division budget line item “Subcontracted Work” in fund 7210 and as mentioned above, \$30,000.00 has already been transferred in the Code Enforcement Fund. An increase of \$60,625.00 will be funded from unspent funds from “Salaries and Subcontracted Work” totaling \$14,925.00 within the Code Enforcement fund 7220 and \$45,700.00 from the General Fund reserve.

ATTACHMENTS

1. Exhibit A- Amendment to Professional Services Agreement with CSG Consultants Inc.
 2. Exhibit B- Letter from CSG requesting the Amendment to the original PSA
 3. Exhibit C- Resolution Authorizing an Amendment with CSG Consultants Inc.
-

Reviewed for Submission to the
City Council by:

A handwritten signature in blue ink, appearing to read 'Craig Malin', with a stylized, sweeping flourish at the end.

Craig Malin, City Manager

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS AND AUTHORIZING THE INCREASE OF THE NOT TO EXCEED CONTRACT AMOUNT BY \$90,625.00 FOR CODE ENFORCEMENT SERVICES FOR FISCAL YEAR 2015-2016.

WHEREAS, due to the limited staffing resources in the Building and Code Enforcement Division due to the current vacancy of the code enforcement officer position; and

WHEREAS, CSG was approved for plan review and building inspection services during fiscal year 2014/2015 by resolution adopted by the City Council on June 18, 2015 and has provided quality service to the city; and

WHEREAS, in June 2015 the City Manager executed a Professional Services Agreement with CSG Consultants for Building Inspection and Plan Review services during fiscal year 2015/2016 for an amount not to exceed \$50,000 as approved by the City Council; and

WHEREAS, the maximum amount payable to Consultant under the Amendment Agreement is increased from Fifty Thousand Dollars (\$50,000.00) to One Hundred Forty Thousand Six Hundred Twenty Five Dollars (\$145,625.00); and

WHEREAS, the amount of \$14,925.00, will be funded by Subcontract Work General Fund 7210 un-used funds with no negative fiscal impact; and

WHEREAS, the amount of \$45,700.00 will be appropriated from the General Fund Reserves; and

WHEREAS, the amount of \$30,000.00 has been previously transferred from unspent code enforcement salary savings, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to execute an Amendment to the Professional Services Agreement with CSG to increase the Professional Services Agreement amount by Ninety Thousand Six Hundred Twenty Five Dollars (\$90,625.00) to increase the not to exceed amount of the contract from Fifty Thousand Dollars (\$50,000.00) to One Hundred Forty Thousand Six Hundred Twenty Five Dollars (\$145,625.00) for the purpose of providing code enforcement services for the 2015-2016 fiscal year and authorize the use of unspent General Fund salaries budgeted in the Building and Code Enforcement Division 7220 and approving an appropriation from the General Fund Reserves to fund the contract.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 17th day of March 2016 by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



February 26, 2016

Mark McClain, CBO
Building Official
City of Seaside
440 Harcourt Ave.
Seaside, CA 93955

Dear Mr. McClain:

In August of 2015, CSG received a request from the City of Seaside to provide Code Enforcement Services. This letter serves as a request for an amendment to CSG's existing Building Services Agreement with the City of Seaside to include the aforementioned Code Enforcement Services. Details regarding this amendment request are provided below.

Scope of Work

CSG has provided Professional Code Enforcement Services continuously since August, 2015, during the City's recruitment period for the vacant Code Enforcement Officer position. This recruitment period and the need for CSG's services are expected to continue through May 1, 2016. Following the City's hiring of a Code Enforcement Officer, CSG will provide code enforcement training services through June 1, 2016.

Rate and Compensation

CSG's contract for Building Department Services ("Contract Agreement with CSG for Fiscal Year 2015-2016 Plan Review and Building Inspection Services") entered into on June 18, 2015, is for a total of \$50,000.00 for Building Department Services only. Based on an hourly rate of \$95.00 for Code Enforcement Services, CSG has billed approximately \$50,625.00 for Code Enforcement Services alone, since the aforementioned contract was executed; and CSG's expected code enforcement budget through June 1, 2016 is anticipated to be an additional \$40,000.00 for a combined total of \$90,625.00.

CSG requests an amendment to the aforementioned Building Department Services contract to include the additional code enforcement scope work described herein and the revised total budget of \$140,625.00 for combined Building and Code Enforcement Services.

Authorization

If these terms are acceptable in their current form, please sign below to execute. Should you have any questions or concerns, please feel free to contact me at 650-333-0852.

Sincerely,

Accepted,

CSG CONSULTANTS, INC.

CITY OF SEASIDE

A handwritten signature in blue ink, appearing to read "DRider", is written over a horizontal line.

Doug Rider, CBO
Building Services Manager

Mark McClain
Building Official

Date

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS AND AUTHORIZING THE INCREASE OF THE NOT TO EXCEED CONTRACT AMOUNT BY \$90,625.00 FOR CODE ENFORCEMENT SERVICES FOR FISCAL YEAR 2015-2016.

WHEREAS, due to the limited staffing resources in the Building and Code Enforcement Division due to the current vacancy of the code enforcement officer position; and

WHEREAS, CSG was approved for plan review and building inspection services during fiscal year 2014/2015 by resolution adopted by the City Council on June 18, 2015 and has provided quality service to the city; and

WHEREAS, in June 2015 the City Manager executed a Professional Services Agreement with CSG Consultants for Building Inspection and Plan Review services during fiscal year 2015/2016 for an amount not to exceed \$50,000 as approved by the City Council; and

WHEREAS, the maximum amount payable to Consultant under the Amendment Agreement is increased from Fifty Thousand Dollars (\$50,000.00) to One Hundred Forty Thousand Six Hundred Twenty Five Dollars (\$145,625.00); and

WHEREAS, the amount of \$14,925.00, will be funded by Subcontract Work General Fund 7210 un-used funds with no negative fiscal impact; and

WHEREAS, the amount of \$45,700.00 will be appropriated from the General Fund Reserves; and

WHEREAS, the amount of \$30,000.00 has been previously transferred from unspent code enforcement salary savings, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to execute an Amendment to the Professional Services Agreement with CSG to increase the Professional Services Agreement amount by Ninety Thousand Six Hundred Twenty Five Dollars (\$90,625.00) to increase the not to exceed amount of the contract from Fifty Thousand Dollars (\$50,000.00) to One Hundred Forty Thousand Six Hundred Twenty Five Dollars (\$145,625.00) for the purpose of providing code enforcement services for the 2015-2016 fiscal year and authorize the use of unspent General Fund salaries budgeted in the Building and Code Enforcement Division 7220 and approving an appropriation from the General Fund Reserves to fund the contract.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 17th day of March 2016 by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley Milton, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Diana Ingersoll, Deputy City Manager Resource Management Services
Rick Medina, Senior Planner

DATE: March 17, 2016

**SUBJECT: CONSIDER A PROFESSIONAL SERVICE AGREEMENT WITH
REGIONAL GOVERNMENT SERVICES (RGS) FOR PLANNING AND
PROJECT MANAGEMENT CONSULTING SERVICES IN AN
AMOUNT NOT TO EXCEED \$45,000.00.**

PURPOSE

The purpose of this item is for the City Council to consider approving a Professional Services Agreement with the consulting firm, Regional Government Services, to provide temporary Planning and Project Management services within the Planning Division for a three-month time period.

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution awarding the Professional Services Agreement to Regional Government Services and authorizing the City Manager to execute a Contract Agreement in an amount not-to-exceed Forty Five Thousand dollars (\$45,000.00) for a three-month period.

BACKGROUND

The Planning Division processes approximately 12 Use Permit Applications, 15 Board of Architectural Review Applications, and 20 Sign Permit Applications annually in addition to staffing the Board of Architectural Review, the Planning Commission, various committees and an active public counter. With the concurrent processing of two major development permit applications (i.e Senior Living Use Permit Application and the Monterey Downs Specific Plan Application) and a spike in non-discretionary permits, the Planning Division has identified the need to use a consultant to supplement its available staffing to maintain the timely processing and high level of quality public service in its review of smaller development permit applications, acceptance of daily public counter questions/inquires and the processing of non-discretionary

permits (e.g. Certificate of Occupancy, Building Permit Plan Checks). The contract would be for a three-month period in an amount not to exceed forty-five thousand dollars (\$45,000.00).

Provided as Attachment 1 is the Resolution for the approval of the Professional Services Agreement. The description of the scope of work, fee estimate, and resume of the staff person from RGS who would be assigned to the City of Seaside for the duration of the Professional Service Agreement is provided as Exhibit "A" to the Resolution. Provided as Attachment 2 is a brief overview of the government services provided by Regional Government Services and its values and what can be expected from RGS.

FISCAL IMPACT

The cost for the professional Service Agreement will be an amount not-to-exceed forty-five thousand dollars (\$45,000.00) using Community Development Budget for Professional services (Fund 100-7410-1030) to cover the cost of the contract.

ATTACHMENTS

1. Attachment 1 - Resolution
 2. Attachment 1 - Exhibit A Professional Services Agreement
 3. Attachment 2 - Description of Services provided by Regional Government Services
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 16 - XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE, AWARDING A CONSULTANT CONTRACT TO REGIONAL GOVERNMENT SERVICES TO PROVIDE PROFESSIONAL PLANNING AND PROJECT MANAGEMENT SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT FOR AN AMOUNT NOT-TO-EXCEED \$45,000.00.

WHEREAS, the City Council desires to promote a high level of customer service and timely processing of development permit applications; and,

WHEREAS, the City of Seaside Planning Division has requested proposals for professional planning services to supplement existing available staffing for a period of three-months for the processing and management of development permit applications and consonance with public inquiries; and

WHEREAS, the Planning Division is using a consulting firm that the City has identified as company that exclusively serves public sector agencies with its team of public service experts, as the basis for screening and selecting Regional Government Services to provide professional planning and project management services; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby awards a consultant contract to Regional Government Services to provide professional planning and project management services on behalf of the Seaside Planning Division and authorizes the City Manager to execute the contract for a maximum not-to-exceed the amount of forth-five thousand (\$45,000.00) per the proposal contained within the contract agreement provided as Exhibit "A".

PASSED AND ADOPTED at a regular meeting of the City Council meeting of the City of Seaside duly held on the 17th day of March, 2016 by the following vote:

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

Ralph Rubio
Mayor, Seaside City Council

ATTEST:

Lesley Milton-Rerig
City Clerk



Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations – agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

Our Values

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public-sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard won experience.
- **Commitment:** Government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

How RGS Does Business

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public agency, partnering is valued. We look out for each agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

RGS provides quality, innovative, cost-effective services exclusively to public agencies.

Main 650.587.7300 Fax 650.587.7311 P.O. Box 1350 Carmel Valley, CA 93924

www.rgs.ca.gov

Agreement for Management and Administrative Services

This Agreement for Management Services ("Agreement") is made and entered into as of the 17th day of March 2016, by and between the City of Seaside, a municipal agency ("Agency"), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a "Party" and, collectively, the "Parties").

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That the Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. Services. The services to be performed by RGS under this Agreement shall include those services set forth in the attached **Exhibits**, which are incorporated by this reference incorporated herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

1.1 Standard of Performance. RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which RGS is engaged in the geographical area in which RGS practices its profession. RGS shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in RGS's profession.

1.2 Assignment of Personnel. In the event that Agency, at any time during the term of this Agreement, desires the reassignment of personnel, Agency shall make a request to RGS and RGS shall meet and confer in good faith to consider reassigning such person or persons. RGS shall assign only competent personnel to perform services pursuant to this Agreement.

1.3 Time. RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in above and to satisfy RGS's obligations hereunder in the Exhibits.

Section 2. Term of Agreement and Termination. Services shall commence on or about the date specified in the Exhibits and shall continue until the date anticipated in the Exhibits to terminate, at which time services may continue on a month-to-month basis until one party terminates the Agreement. This Agreement may be terminated by either Party, with or without cause, upon 30 days written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which

determination shall be made in good faith. If the Agency determines that the services performed by RGS are not satisfactory, the Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

Section 3. Compensation. Payment under this Agreement shall be as provided in the Exhibits.

Section 4. Effective Date. This Agreement shall become effective on the date first herein above written.

Section 5. Relationship of Parties.

5.1 It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS only insofar as the results of RGS's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.

5.2 RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. Key RGS staff who will coordinate services to the Agency are indicated in the Exhibits. The Executive Director will not reassign any of the staff indicated in the Exhibits without first consulting with the Agency. The Executive Director or assigned staff will consult with Agency on an as-needed basis to assure that the services to be performed are being provided in a professional manner and meet the objectives of Agency.

5.3 Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the Exhibits.

5.4 Agency shall not have any right to discharge any employee of RGS from employment.

5.5 RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

Section 6. Insurance Requirements. Before beginning any work under this Agreement, RGS, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the

work hereunder by RGS and its agents, representatives, employees, and subcontractors.

6.1 Workers' Compensation. RGS shall, at its sole cost and expense, maintain statutory Workers' Compensation Insurance and Employer's Liability Insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident.

6.2 Commercial General and Automobile Liability Insurance.

6.2.1 General requirements. RGS, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability in an amount not less than ONE MILLION DOLLARS (\$1,000,000) aggregated for bodily injury, personal injury, and property damage. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

6.2.2 Minimum scope of coverage. Coverage shall be at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

6.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. Agency and its officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of RGS including the insured's general supervision of RGS; products and completed operations; premises owned, occupied, or used by RGS; and automobiles owned, leased, or used by RGS. The coverage shall contain no special limitations on the scope of protection afforded to Agency or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the Agency and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the Agency shall be called upon to contribute to a loss under the coverage.

6.3 Professional Liability Insurance. RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an

amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

6.3.1 Claims Made Policies. The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, RGS must provide extended reporting coverage for a minimum of 5 years after completion of the Agreement or the work. The Agency shall have the right to exercise, at RGS's sole cost and expense, any extended reporting provisions of the policy, if RGS cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the Agency prior to the commencement of any work under this Agreement.

6.4 All Policies Requirements.

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

6.4.2 Verification of coverage. Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

6.4.4 Variation. The Agency may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the Agency's interests are otherwise fully protected.

6.4.5 Deductibles and Self-Insured Retentions. RGS shall disclose to Agency self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

6.4.6 Insurance Policies. The insurance policies shall be maintained throughout the term of this Agreement and proof of insurance shall be available for inspection by Agency upon request.

6.4.7 Notice of Cancellation or Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS's earliest possible opportunity and in no case later than five days after RGS is notified of the change in coverage.

6.5 Remedies. In addition to any other remedies Agency may have if RGS fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Agency may, at its sole option exercise any of the following remedies, which are alternatives to other remedies Agency may have and are not the exclusive remedy for RGS's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order RGS to stop work under this Agreement or withhold any payment that becomes due thereunder, or both stop work and withhold any payment, until RGS demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

Section 7. Legal Requirements.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Reporting Requirements. If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.

7.4 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.

7.5 Licenses and Permits. RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions and that RGS is authorized by law to provide the services contemplated by this Agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

- 7.6 **Nondiscrimination and Equal Opportunity.** RGS shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

- 8.1 **Records Created as Part of RGS's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. RGS hereby agrees to deliver those documents to the Agency upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Agency and are not necessarily suitable for any future or other use.
- 8.2 **Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.
- 8.3 **RGS's Books and Records.** RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.
- 8.4 **Inspection and Audit of Records.** Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor,

at the request of Agency or as part of any audit of the Agency, for a period of three years after final payment under the Agreement.

Section 9. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 10. Amendments. This Agreement may be amended or modified only by written Agreement signed by both Parties.

Section 11. Validity. The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 12. Governing Law/Attorneys' Fees. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in Alameda County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 13. Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 14. Employment Offers to Our Staff. Should the AGENCY desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to the AGENCY or has provided RGS services to the AGENCY within the previous six months, said AGENCY will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to the Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

Section 15. Entire Agreement. This Agreement, including the Exhibits, comprises the entire Agreement.

Section 16. Indemnity.

16.1 RGS's indemnity obligations. Neither party will assume undue risk for the other party. RGS will defend and indemnify Agency, and hold it harmless, from any claim, demand or liability that is related to, or results from the manner in which RGS has performed this Agreement. Thus, RGS's indemnity obligations will arise when any claim or demand is made against Agency which premises Agency's liability, in whole or in part, upon any of the following:

- a. the quality or character of the work of RGS's employees or subcontractors;
- b. the negligent acts or omissions of RGS or its officers, directors, employees, or agents; or
- c. the willful misconduct of RGS or its officers, directors, employees, or agents.

Further, RGS will defend and indemnify Agency, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of providing services to Agency, an RGS employee or a person performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee Retirement Systems. Notwithstanding the foregoing, however, RGS's obligation for any payments to such a claimant shall be limited to those payments which Agency may be required to pay.

- 16.2 Agency's indemnity obligations.** Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely by virtue of the position they hold with Agency, or solely because of a duty any of them performs while in that position.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this Agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

Section 17. Notices. All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, addressed as follows:

Agency: City of Seaside
444 Harcourt Avenue
Seaside, CA 93955

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: _____, 2016 **Agency**

By: _____
Craig Malin, City Manager

APPROVED AS TO FORM:

DATED: _____, 2016 By: _____
Don Freeman, City Attorney

DATED: March 7, 2016 **Regional Government Services Authority**

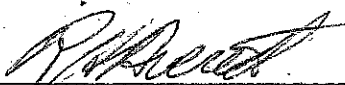
By:  _____
Richard H. Averett, Executive Director

Exhibit A

Compensation.

1. **Fees.** The Agency agrees to pay to RGS the full cost of compensation and support, as shown in Exhibit A, for the RGS employee(s) providing the services herein described. Compensation is shown on an hourly basis.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS's costs of providing the services required hereunder, including salaries and benefits of employees. The parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which RGS may be obligated for its employees or may otherwise be contractually obligated.

Consequently, the parties agree that adjustments to the hourly rate shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee. On July 1 of each year, RGS' hourly bill rates will be adjusted by the percentage change in the Employment Cost Index (total compensation - not seasonally adjusted) for state and local government workers ("ECI") from March of the prior year to March of the current year. Irrespective of the movement of the ECI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a two and one-half percentage (2.5%) change excepting instances where there was no increase in the prior year's hourly rates. In that event, RGS will adjust its hourly rates by the full percentage change in the ECI from March of the prior year to March of the current year.

2. **Reimbursement of RGS's Administrative Cost.** The Agency shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency, will be invoiced to the Agency when received and without mark-up. These external costs will be due upon receipt.

3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then the Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days advance written notice.

Payment Address. All payments due RGS shall be paid to:
Regional Government Services Authority
PO Box 1350
Carmel Valley, CA 93924

AGENCY CONTACTS

Agency Billing Contact. Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL
Rick Medina, Senior Planner	rmedina@ci.seaside.ca.us

Agency Insurance Contact. Please provide the contact person to whom the certificate of coverage should be sent:

NAME	ADDRESS
Daphne Hodgson Deputy City Manager of Administrative Services	City of Seaside 440 Harcourt Avenue Seaside, CA 93955

RGS STAFF

RGS STAFF POSITION	HOURLY RATE*
Community Development Project Advisor	\$125.00

*The Hourly Rate does not include direct external costs which will be invoiced to the Agency with no markup.

The start date for the services to be performed is on or about March 17, 2016, and this Agreement is anticipated to remain in force through July 30, 2016. Services shall continue until the date anticipated, at which time services may continue on a month-to-month basis until one party terminates the Agreement.

Exhibit B

Scope of Services. RGS shall assign an RGS employee or employees to perform the functions as described below:

- Processing and reviewing development permit applications for completeness discretionary (e.g. Use Permit, Variance, Design Review, Tentative Map) and ministerial permits (e.g. Building Permits, Certificate of Occupancies);
- Writing and presenting staff reports for development permit applications to the Planning Commission and Board of Architectural Review;
- Assisting with addressing public inquires at the counter and over the phone;
- Assisting with the preparation of public handouts and public counter information;
- Other duties as are consistent with the processing and review of planning related services described above.

RGS staff will:

- Be reasonably available to perform the services during the normal work week, as agreed upon.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed.
- Perform related work as required.



Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations – agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

Our Values

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public-sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard won experience.
- **Commitment:** Government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

How RGS Does Business

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public agency, partnering is valued. We look out for each agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

RGS provides quality, innovative, cost-effective services exclusively to public agencies.

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