



A G E N D A

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, May 19, 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 COMMENT**

Members of the public wishing to address the City Council on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three 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. PROCLAMATION DECLARING JUNE 2016 AS "ELDER AND VULNERABLE ADULT AWARENESS MONTH" IN THE CITY OF SEASIDE

RECOMMENDATION: That the City of Seaside recognize June 2016 as Elder and Vulnerable Adult Awareness Month and urge residents to take time to acknowledge elder abuse is a substantial public health issue and the need to raise community awareness of elder abuse and promote elder justice.

B. PROCLAMATION DECLARING MAY 15-21, 2016 AS "NATIONAL PUBLIC WORKS WEEK" IN THE CITY OF SEASIDE

PURPOSE: Consider a proclamation to declare the week of May 15 through 21, 2016 as "National Public Works Week" in the City of Seaside.

RECOMMENDATION: It is recommended that the City Council present the proclamation to representatives from the City of Seaside's Public Works Department.

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 MINUTES OF MAY 5, 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 April 26, 2016 through May 9, 2016. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of April 28, 2016. Total Account Payable and Payroll for the above referenced period is \$1,309,445.14.

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

C. ADOPT A RESOLUTION ESTABLISHING THE PART-TIME CLASSIFICATION OF INTERN

PURPOSE: The purpose of this item is to obtain City Council approval to add the classification of Intern, in order to provide professional training opportunities to local students and enhance the City's future staffing opportunities.

RECOMMENDATION: It is recommended that the City Council approve the attached resolution establishing the classification of Intern.

D. APPROVE RESOLUTION AWARDING CONTRACT TO THE WALLACE GROUP FOR AN AMOUNT NOT TO EXCEED \$29,698 TO CONDUCT STORM DRAIN CATCH BASIN ASSESSMENT, INVENTORY AND GRADING

PURPOSE: The purpose of this item is for the City Council to consider awarding a contract to the Wallace Group for an amount not to exceed Twenty Nine Thousand Six Hundred Ninety Eight dollars to conduct an asset inventory and assessment of storm drain inlets and catch basins within the City of Seaside.

RECOMMENDATION: It is recommended that the City Council adopt a resolution awarding a contract to the Wallace Group for an amount not to exceed Twenty Nine Thousand Six Hundred Ninety Eight dollars (\$29,698) to conduct an inventory of storm drain inlets and catch basins and authorizing the City Manager to execute the contract.

E. APPROVE A FEE WAIVER REQUEST FROM THE PARADE OF CHAMPIONS FOR COSTS ASSOCIATED WITH THE PROPOSED 2016 SEASIDE PARADE OF CHAMPIONS IN THE AMOUNT OF ELEVEN THOUSAND, TWO HUNDRED AND FIFTY FIVE DOLLARS AND SIXTY TWO CENTS

PURPOSE: The purpose of this item is for the City Council to consider and approve a fee waiver request in the amount of Eleven Thousand, Two Hundred and Fifty-five Dollars and sixty two cents (\$11,255.62) from the Seaside Parade of Champions for the 2016 Seaside Parade of Champions.

RECOMMENDATION: Staff recommends approval of the co-sponsorship and a waiver of fees in the amount of \$11, 255.62 (Eleven-thousand two hundred and fifty-five dollars and sixty-two cents) for costs associated with the proposed 2016 Parade of Champions scheduled for Sunday, July 3, 2016.

F. AUTHORIZATION TO PURCHASE AN AERIAL LIFT TRUCK FROM THE CITY OF MONTEREY

PURPOSE: The purpose of this item is for the City Council to consider purchasing an aerial lift truck from the City of Monterey; approving a budget transfer for the purchase; and entering into an equipment loan agreement with the City of Monterey.

RECOMMENDATION: It is recommended that the City Council adopt a resolution approving a budget transfer of \$21,000 for the purchase of the aerial lift truck; approving an Equipment Loan Agreement with the City of Monterey; and authorizing the City Manager to execute the agreement.

G. ADOPT RESOLUTION ORDERING AN ELECTION, REQUESTING THE COUNTY ELECTIONS DEPARTMENT TO CONDUCT THE ELECTION AND REQUESTING CONSOLIDATION OF THE NOVEMBER 8, 2016 ELECTION

PURPOSE: Per Elections Code Section 1002 and the Seaside Municipal Code, this item is requesting the Council authorization to call for an election on November 8, 2016, declaring two council member and one mayoral seat, to consolidate the election with the general municipal election and authorize the Monterey County Registrar of Voters to provide for election services for the election.

RECOMMENDATION: That the City Council approve a resolution calling for an election on November 8, 2016 in the City of Seaside, authorizing the consolidation with the general municipal election and requesting the County elections Department to conduct the election.

H. ADOPT RESOLUTION APPROVING A RENEWAL MEMORANDUM OF UNDERSTANDING WITH MONTEREY COUNTY BEHAVIORAL HEALTH TO PROVIDE MENTAL AND BEHAVIORAL HEALTH SERVICES TO THE GANG REDUCTION AND IMPLEMENTATION (GRIP) GRANT AND THE SEASIDE YOUTH DIVERSION PROGRAM

PURPOSE: To renew the Memorandum of Understanding with Monterey County Behavioral Health to continue to provide mental and behavioral health services for the City of Seaside's youth violence reduction efforts. There is no cost associated with this action.

RECOMMENDATION: That the City Council approve a resolution renewing the Memorandum of Understanding with Monterey County Behavioral Health from July 1, 2016 to June 30, 2017 for continuity of services.

I. CONSIDERATION OF A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT AGREEMENT WITH CSG CONSULTANTS, INC. TO INCLUDE BUILDING AND CODE ENFORCEMENT SERVICES AND TO INCREASE THE NOT TO EXCEED CONTRACT AMOUNT BY \$48,320.00

PURPOSE: The purpose of this item is for the City Council to consider a Second Amendment to the Professional Services Agreement (PSA) between the City of Seaside and CSG Consultants, Inc. (CSG) to provide Building Official services, code enforcement services, building inspection and plan review services to the Building and Code Enforcement Division. This amendment will also require consideration of authorizing the Finance Division to transfer \$48,320 from salary savings for this contract.

RECOMMENDATION: It is recommended that the City Council adopt the attached resolution authorizing the City Manager to execute a second Amendment to the PSA with CSG, Inc. adding \$48,320 to not exceed an amount of the contract total and authorize a transfer of \$48,320 from salary savings.

9. PUBLIC HEARING

A. PUBLIC HEARING TO CONSIDER PROPOSED TEXT AMENDMENTS TO CHAPTER 10.04 AND CHAPTER 10.32 OF THE SEASIDE MUNICIPAL CODE TO PROHIBIT THE PARKING OF RECREATIONAL VEHICLES, TRAILERS, AND PROHIBITED VEHICLES ON CITY STREETS, ALLEYS, PUBLIC RIGHT-OF-WAYS, AND PUBLICLY OWNED PARKING LOTS. (SECOND READING – ROLL CALL VOTE).

PURPOSE: In accordance with Section 17.74.040.A of the Seaside Municipal Code (SMC), the purpose of this item is to have the City Council approve the proposed text amendments to Chapter 10 prohibiting the the on street parking of recreational vehicles, trailers, and prohibited vehicles as defined in the Draft Ordinance. At the April 21, 2016 City Council meeting, the council approved the first reading.

RECOMMENDATION: It is recommended that the City Council approve the second reading of the proposed text amendment to the Seaside Municipal Code and adopt the ordinance as presented.

10. BUSINESS ITEMS

A. APPROVE A RESOLUTION AUTHORIZING A RETIREMENT INCENTIVE PROGRAM FOR ELIGIBLE MANAGEMENT EMPLOYEES

PURPOSE: The purpose of this item is to approve a resolution implementing a retirement incentive program for management employees that will assist with the restructuring of the City's management team in order to address fiscal concerns and organization needs and to facilitate succession planning.

RECOMMENDATION: It is recommended that the City Council adopt the resolution.

B. PRESENTATION OF THE FISCAL YEAR 2016-2017 PRELIMINARY BUDGET AND THE 2017-2018 BUDGET PLAN AND CONSIDER REVENUE DIVERSIFICATION ALTERNATIVES

PURPOSE: The purpose of this item is to give the City Council the opportunity to receive the 2016-2017 Preliminary Budget and the 2017-2018 Budget Plan and consider revenue diversification alternatives.

RECOMMENDATION:

It is recommended that:

1. The City Council receive a brief presentation on the 2016-2017 Preliminary Budget and the 2017-2018 Budget Plan for the City of Seaside.
2. The City Council consider revenue diversification alternatives.

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:
June 2, 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&noplaylists=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

The seal of the City of Seaside, California, is a circular emblem. It features a central design with a sun rising over waves, with a fish jumping out of the water. The words "CITY OF SEASIDE" are written in a circle around the top, and "CALIFORNIA" is written around the bottom.

Declaring June 2016 as
"Elder and Vulnerable Adult Awareness Month"
in the City of Seaside

WHEREAS The City of Seaside, Legal Services for Seniors and the Area Agency on Aging in the County of Monterey joins many other agencies and organizations across the State of California and the Nation in declaring June as Elder and Vulnerable Adult Awareness Month and

WHEREAS small businesses represent a community at work; and often times their value and the role they play in our communities is overlooked because they are small; and

WHEREAS the World Health Organization has declared elder abuse is a violation of one of a human being's most basic fundamental rights: the right to be safe and free of violence; and

WHEREAS one out of ten Americans over the age of 60, some of which are of diminished capacity, are victims of elder abuse; and

WHEREAS, elder abuse is culturally diverse, spanning all socioeconomic levels; and

WHEREAS, elder abuse may be in the forms of physical, emotional and/or psychological abuse to include neglect, self-neglect, financial and/or material exploitation and abandonment. and

NOW, THEREFORE, I, The Honorable Ralph Rubio, Mayor of the City of Seaside, California, join the California State Legislature in recognizing June 2016 as Elder and Vulnerable Adult Awareness Month and urge residents to take time to acknowledge elder abuse is a substantial public health issue and the need to raise community awareness of elder abuse and promote elder justice.

PRESENTED on this 19th day of May, 2016, by Mayor Ralph Rubio, in the City of Seaside, in Monterey County, State of California

Ralph Rubio, Mayor



**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
Tim O'Halloran, City Engineer/Public Works Services Manager
Rick Riedl, Senior Engineer

DATE: May 19, 2016

**SUBJECT: PROCLAMATION DECLARING MAY 15-21, 2016 AS "NATIONAL
PUBLIC WORKS WEEK" IN THE CITY OF SEASIDE**

PURPOSE

Consider a proclamation to declare the week of May 15 through 21, 2016 as "National Public Works Week" in the City of Seaside.

RECOMMENDATION

It is recommended that the City Council present the proclamation to representatives from the City of Seaside's Public Works Department.

BACKGROUND

National Public Works Week (NPWW) is observed each year during the third full week of May. NPWW is a celebration of the tens of thousands of men and women in North America who provide and maintain the infrastructure and services collectively known as public works. Instituted as a public education campaign by the American Public Works Association in 1960, NPWW calls attention to the importance of public works in community life. NPWW seeks to enhance the prestige of the often-unsung heroes of our society—the professionals who serve the public good every day with quiet dedication.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

1. Proclamation

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

City of Seaside



Proclaiming

National Public Works Week **May 15-21, 2016**

***WHEREAS**, public works services provided in our community are an integral part of our citizens' everyday lives; and*

***WHEREAS**, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs, such as sewers, streets, public buildings, solid waste and recycling collection, wastewater treatment facilities; and*

***WHEREAS**, the health, safety, and comfort of this community greatly depends on these facilities and services, the quality and effectiveness of these facilities, as well as their planning, design, and construction is vitally dependent upon the efforts and skills of public works officials; and*

***WHEREAS**, the efficiency of the qualified and dedicated personnel who staff Public Works Departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.*

***NOW, THEREFORE**, I, Ralph Rubio, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim May 15-21, 2016, as "**National Public Works Week**" and call upon the citizens and civic organizations to acquaint themselves with the issues involved in providing public works and to recognize the contributions which public works officials make everyday to our health, safety, comfort, and quality of life.*

Ralph Rubio
Mayor

May 19, 2016



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
Thursday, May 5, 2016
7:00 PM

1. **CALL TO ORDER**

Mayor Rubio called the meeting to order at 700 PM.

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

PRESENT: Alexander, Campbell Oglesby, Pacheco, Rubio

ABSENT: None

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

4. **REVIEW OF AGENDA**

City Attorney Freeman requested to add an emergency item to the agenda and that it be placed at the end of the agenda. It's a letter from the WMPWM asking for support regarding the redrawing of the water areas of the Seaside groundwater basin and because Seaside has an adjudicated basin, it's not a public agency and this letter asks the state to recognize this. The Council approved to add the item as 10C.

5. **PUBLIC COMMENTS**

Mayor Rubio invited comments from the public

- Helen Rucker spoke to the improved maintenance of the City Hall lawn and asked that the staff be complimented on their grounds keeping at City Hall.
- Rachel Kristoferson spoke regarding the Monterey Downs project and made statement applauding the long term viability and sustainability, but criticized the short term economic gain, high economic risk and a high environmental impact. She proposed a modified plan, developing the space for outdoor uses even those that could be reserved for special events and weddings as a revenue source.
- Ray Dandridge spoke in support of development and expressed concern regarding increased water charges. He spoke to the City's dilapidated infrastructure and does not understand how we can take care of the increased influx of people without improvements to infrastructure. He spoke to our need for better and more jobs.
- Michael Ward, commander of the American Legion reminded and invited the public to the Memorial Day services on May 30th at 11:00 AM and indicated the peace and fire war center to honor the fire service members has not been forgotten.
- Terry Baer spoke successfully of the Council support for the Patriot Housing Program passed on November 5, where the City of Seaside donated \$35,000 for veteran housing rehabilitation. He reported the six units have been renovated and all are occupied. This partnership has provided a solution to the homeless veteran problem locally. He proposed the \$2700 was left over and proposed the VTC could match that to add an additional unit. He thanked the Council and the Army for their support.

Mayor Rubio thanked him and spoke to it being a pilot program that can be replicated.

6. PUBLIC AGENCY COMMUNICATIONS

Deputy Police Chief Lumpkin made a service announcement to the community that Police Department lobby will be under construction on Saturday May 14th and will be closed to the public. He apologized for the inconvenience and directed people to call the non-emergency number if there is a need for services.

Commander Borges spoke to the Heroes 4 Kids program, a fundraiser from the Seaside Police Department supporting the Lucile Packard Children's Hospital. He provided a brief background of the program and invited the public on May 28th to a free community event and BBQ from 12 to 4 PM to bring the community together and help support this cause. This was taken on as a service project for the Police Department.

7. PRESENTATIONS

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

Mayor Rubio and NIPC Member Ramona Oleta-Reed presented the award to the property owner at 1241 Military avenue for beautifying and maintaining the property.

B. PROCLAMATION RECOGNIZING THE MONTH OF MAY AS "POPPY MONTH"

The American Legion Auxiliary members presented the Council and members of the public with a representative poppy to recognize Veterans during the month of May, which were made by wounded veterans.

8. CONSENT CALENDAR

Item 8C was pulled from the consent agenda. Mayor Rubio invited comments from the public and had no requests to speak.

On motion by Mayor Pro Tem Oglesby and seconded by Council Member Campbell and passed by the following vote the City Council approved the Consent Calendar as presented with the exception of item 8C.

On motion by Mayor Pro Tem Oglesby and seconded by Council Member Campbell and passed by the following vote the City Council approved the Consent Calendar as presented with the exception of item 8C.

RESULT:	Approved
MOVER:	Council Member Oglesby
SECONDER:	Council Member Campbell
AYES:	Alexander, Campbell, Oglesby, Pacheco, Rubio
NOES:	None

A. APPROVE MINUTES OF APRIL 21, 2016

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Action: Approved

C. CONSIDER THE APPROVAL OF THE TRAFFIC ADVISORY COMMITTEE (TAC) RECOMMENDATIONS

Action: Approved

Mayor Rubio requested the item be pulled it so that Item 2 could be sent back to the TAC for further consideration and study.

Mayor Rubio invited public comment on the item.

- Clementine Bonner Klein requested the Council endorse the traffic calming policy to endorse creative solutions to reduce the speed on Luxton Street. She spoke to the traffic survey results and the proximity it came within to qualify for traffic calming, and the impacts that the changes, or lack thereof, has on the community.
- Sherifa Crandall thanked the Council for the red paint increased on her residential street as well as spoke in support of the comments made on Luxton. It's a residential street and it is a neighborhood street with families and kids and traffic should be slower to protect them.
- Amy also spoke in support of the traffic calming measures on Luxton. She said that the high speeds are a frequent occurrence on the street and requested that the Council consider approving better traffic calming measures.

Mayor Rubio closed public comment.

Council Member Campbell expressed support for sending it back to the TAC encouraged staff-TAC-resident cooperation for a solution.

On motion by Council Member Alexander and seconded by Council Member Pacheco and passed by the following vote the City Council approved items 1 and 3 as presented and requested item 2 be returned to the TAC for further consideration and development of a solution.

RESULT:	Approved
MOVER:	Council Member Alexander
SECONDER:	Council Member Pacheco
AYES:	Alexander, Campbell, Oglesby, Pacheco, Rubio
NOES:	None

9. PUBLIC HEARING

A. CONSIDER ADOPTION OF A RESOLUTION APPROVING THE 2016-2017 ANNUAL ACTION PLAN UNDER THE CITY OF SEASIDE'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Action: Approved 16-38

Economic Analysis Mikesell make the presentation providing the history of the Council's approval of the CDAC recommended funding allocations at the April 21st, 2016 meeting. She recapped the different funding allocations and details of the annual action plan projects

then answered questions from the Council.

Mayor Rubio opened the Public Hearing and invited public input on the item.

- Carl Braginsky from the Salvation Army in Seaside and thanked the Council for considering the request for funding and spoke to their program that the services the organization provides.

The Public Hearing was closed.

Mayor Pro Tem Oglesby thanked the CDAC and staff for the work putting this program together. He requested consideration for the future to find ways to reduce the program administration costs so that more money can flow into the community. Council Member Pacheco agreed with the appreciation of the CDAC members. Mayor Rubio agreed and thanked staff for forgoing the use of a consultant and still developing a quality plan for consideration.

On motion by Mayor Pro Tem Oglesby and seconded by Council Member Pacheco and passed by the following vote the City Council approved the staff recommendation and adopted Resolution 16-38 approving the 2016-17 annual action plan as presented.

RESULT:	Approved
MOVER:	Mayor Pro Tem Oglesby
SECONDER:	Council Member Pacheco
AYES:	Alexander, Campbell, Oglesby, Pacheco, Rubio
NOES:	None

B. PUBLIC HEARING TO CONSIDER PROPOSED TEXT AMENDMENTS TO CHAPTER 10.04 AND CHAPTER 10.32 OF THE SEASIDE MUNICIPAL CODE TO PROHIBIT THE PARKING OF RECREATIONAL VEHICLES, TRAILERS, AND PROHIBITED VEHICLES ON CITY STREETS, ALLEYS, PUBLIC RIGHT-OF-WAYS, AND PUBLICLY OWNED PARKING LOTS. (SECOND READING – ROLL CALL VOTE).

Action: Continued

City Attorney Freeman reported that there were changes requested to be incorporated into the second reading of the draft ordinance which were not made so the item will be continued to the next meeting.

On motion by Mayor Pro Tem Oglesby and seconded by Council Member Alexander and passed by the following vote the City Council continued the public hearing item to the May 19, 2016 meeting.

RESULT:	Approved
MOVER:	Mayor Pro Tem Oglesby
SECONDER:	Council Member Alexander
AYES:	Alexander, Campbell, Oglesby, Pacheco, Rubio
NOES:	None

10. BUSINESS ITEMS

A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING THE 2016 FIREWORKS OPERATIONS PLAN AND THE 2016

FIREWORKS SURCHARGE PERCENTAGE.

Action: Approved Resolution 16-39

Fire Chief Dempsey presented the report, the third year presenting the operations plan for the Holiday Event as required by the Municipal Code. He outlined the costs for the Fire Department, the Police Department and the Public Works staff that require additional staffing for arrests, citations, fireworks calls for service and clean-up efforts from the holiday. He reported the staff recommendation of a 7% surcharge which would cover the cost of enforcement for the event. Chief Dempsey answered questions from the Council.

Council Member Alexander questioned the use of the electronic signs informing of the no tolerance policy and why were they displayed there if there was no enforcement. Chief Dempsey said staff will address that. Council Member Pacheco requested the costs from the enforcement and how it was funded previously to which Chief Dempsey reported that in 2015, the costs exceeded the fee collected by almost \$4,000. Mayor Pro Tem Oglesby questioned why the suggestion is 7% to which the Chief said that is the anticipated expenses for enforcement as part of the plan. The purpose was to take the burden off the general fund.

Dennis Revel from TNT Fireworks spoke in support of Chief Dempsey's proposed plan. He spoke to the formulation of this plan and the expenses that are allowed as part of this surcharge. He indicated that statewide illegal fireworks continue to be an issue, and on a state level, it's been ineffective to stop them which leaves it to the local jurisdictions to protect the community. They are seeking ways to expand that public safety enforcement option. He introduced the "Nail'em" illegal fireworks reporting app, a pilot program, which will allow people to take pictures, geocoded, text message or voice message which then can be transmitted and reported to designated individuals.

Council Member Pacheco requested clarification regarding the ability to charge fees for public works services, which were already existing, but that we can now charge and be within the perimeters of the law, to which Mr. Revel says it is allowable.

Mayor Rubio invited public comment on the item.

- Diane Warden, American Legion Auxiliary spoke against raising the % fee as there was an increase in sales because there was an increase in pricing so it's relative, both which reduces the total profit to the fundraisers.
- Ray Dandridge said last year was the worst year had seen for fireworks as they started days early and the police were not able to enforce. He requested consideration of taking care of that.
- Helen Rucker indicated that it's difficult to determine the distinction between illegal and legal and spoke to fear of the possibility of fires in residential homes. Thinks it appropriate that the increase be given to the city to clean up and. She agreed with Mr. Dandridge.
- Miriam Smith said that the fireworks issue is important to consider young people and spoke to not banning the fireworks as they are fun for the kids and it criminalizes the area.
- Gertrude Smith spoke to fireworks being an anticipated celebratory tool for the holiday and said we should be creative for enforcing safety regulations. The raised fee has not acted as a deterrent. Suggested working collaboratively as a community to keep everyone safe.
- Alice Jordan from the Kiwanis thanked the Council for having an avenue for

fundraising for supporting the community that allowed the group to distribute scholarships for kids she requested the Council to support the fireworks efforts for the impacts it makes to the kids.

Mayor Rubio distinguished the difference between illegals, those that are in the air and those that you hear. He spoke to efforts to tax the activity that causes the issue to be better than making the general public pay for the cost of services brought by select individuals.

Council Member Campbell requested an opinion of the illegal fireworks reporting app. Dempsey said he has not had the opportunity to fully vet the program, but appreciates the information to be able to target in the future does make sense. Council Member Pacheco expressed concern we would charge more than the cost to clean up, as well as the youth and families obeying the law using legal fireworks. He thinks this is punishing people doing the right thing. He indicated that the City of Marina will keep their rate at 4% and we should model that to try to maximize the revenue to the fundraising groups. Mayor Pro Tem Oglesby spoke in support of Council Member Campbell's comments and then spoke to the Council's efforts to balance the competing interests of the citizens and that the primary interest must be to public safety. Mayor Rubio spoke to Salinas's ordinance that allows for the fine to be applied to the property owners who allows the illegal fireworks on their properties and that we should monitor its success.

On motion by Council Member Alexander and seconded by Council Member Campbell and passed by the following vote the City Council approved Resolution 16-39 and the fireworks annual action plan with a 7% surcharge for the 2016 4th of July holiday season.

RESULT:	Approved
MOVER:	Council Member Alexander
SECONDER:	Council Member Campbell
AYES:	Alexander, Campbell, Oglesby, Rubio
NOES:	Pacheco

B. ADOPT A RESOLUTION APPROVING THE DOCUMENTS OF A LEASE/PURCHASE FINANCING FOR VARIOUS ENERGY EFFICIENCY CAPITAL PROJECTS AND AUTHORIZING THE CITY MANAGER TO SIGN THE DOCUMENTS.

Action: Approved

Deputy City Manager Hodgson presented the item to approve the formal documents for the lease purchase for energy projects for the City, as authorized to proceed forward at the last meeting. This item is formalizing the approval by resolution and the agreement will be authorized to fund allowing staff to proceed with the projects.

Council Member Campbell questioned when we will begin to pay interest and when it begins to compound and the timeline for implementation to begin reaping the cost savings. Ms. Hodgson spoke to the schedule to implement each of these projects and noted the interest will begin to compound immediately upon distribution. Mr. O'Halloran indicated there is a solicitation on the street for a solar company to install the panels and a proposal being developed for the HVAC, the library and fire stations. The time frame for the solar panels is a year for the project to be complete. The lease purchase financing was done to speed up the process.

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

On motion by Mayor Pro Tem Oglesby and seconded by Council Member Alexander and passed by the following vote the City Council approved Resolution 16-40 approving the lease/purchase financing agreements for various energy efficiency capital projects.

RESULT:	Approved
MOVER:	Mayor Pro Tem Oglesby
SECONDER:	Council Member Alexander
AYES:	Alexander, Campbell, Oglesby, Pacheco, Rubio
NOES:	None

C. EMERGENCY ITEM: AUTHORIZE MAYOR TO SIGN LETTER OF SUPPORT TO THE STATE WATER RESOURCES CONTROL BOARD REGARDING BOUNDARY REDISTRICTING FOR THE SEASIDE GROUNDWATER BASIN

City Attorney Freeman indicated it was a matter of urgency, brought to his attention yesterday that this letter must be submitted to SRWRCB by May 15th, 2016. He explained the importance for the City to take action at this meeting as the proposed letter supports a redrawing of the boundary around the water adjudication of the Seaside Basin; it exempts us from the regulation from the Department of Water Resources. Mr. Freeman indicated that staff and Special Water Legal Counsel have reviewed and agrees with the document.

Mayor Rubio invited comments from the public.

- Felix Bachofner requested sending this at a later date and appropriately agendizing so there could be full review.

Mayor Rubio responded to comments made speaking to the due date of May 15th and that he had authority to sign without the Council approval but requests it. If we delay, we will miss the filing date and will have additional restrictions imposed.

Council Member Campbell expressed dismay with supporting the item with such a short time line for review. Legal Counsel Freeman tried to explain the item in more detail indicating the letter is giving factual information to the State agency to prove that they are exempt.

On motion by Council Member Alexander and seconded by Council Member Pacheco and passed by the following vote the City Council authorized Mayor Rubio to sign the letter and send as presented.

RESULT:	Approved
MOVER:	Mayor Pro Tem Oglesby
SECONDER:	Council Member Alexander
AYES:	Alexander, Oglesby, Pacheco, Rubio
NOES:	Campbell

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

Acting City Manager Hodgson reported that there is an all-employee in service day and city hall will be closed on Friday. Council Member Alexander reported that the Seaside High

School graduation is at 11:30 AM, earlier than in year's past. Council Member Pacheco spoke to the reduced taxi drivers due to the increase in Uber Drivers. Mayor Pro Tem Oglesby spoke to the need to improve the other 35 parks in the city. He then spoke to the issue of residential parking which needs to be revisited, which is a long standing issue, and there are things we can do to improve our codes to improve the quality of life for residents. Mayor Rubio agreed to discuss residential parking and staff will bring back options for enforcement to the Council. He spoke to comments and meetings with CSUMB and MPC to encourage Seaside kids to attend college and has a plan that will be revealed at a later date.

12. ADJOURNMENT

On motion, the meeting was adjourned at 9:13 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: May 19, 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 April 26, 2016 through May 9, 2016. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of April 28, 2016. Total Account Payable and Payroll for the above referenced period is \$1,309,445.14.

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, and linked, 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:

- \$820,648.15 from the Council Report (Payroll/Benefits)
- \$12,400.00 to President and Fellows of Harvard College for the Harvard Kennedy School executive education program;

- \$15,386.00 to Karen Kramer, Esq for personal investigations;
- \$10,589.15 to LSA Associates, Inc. for developer services in April of 2016;
- \$168,317.68 to Mark Thomas & Company, Inc. for West Broadway Urban Village services through 4/3/16;
- \$11,265.00 to Pavement Engineering, Inc. for the PS&E for Del Monte during March of 2016;
- \$12,096.17 to Richards, Watson & Gershon for professional services in March of 2016;
- \$18,420.00 to Boys and Girls Club for the final funds reimbursement request;
- \$10,889.24 to John C Gemma for software and network support;
- \$20,475.18 to Monterey County Convention for monthly Tourism Improvement District Assessment;
\$41,316.96 to Pacific Gas & Electric for monthly utility services;
- \$32,244.36 to Veterans Transition Center for the Patriot Housing program.

The remaining checks, totaling \$135,397.25, 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: Roberta Greathouse, Human Resources Director
Samantha Alcaraz, Human Resources Technician
Leslie Llantero, Assistant Engineer

DATE: May 19, 2016

**SUBJECT: ADOPT A RESOLUTION ESTABLISHING THE PART-TIME
CLASSIFICATION OF INTERN**

PURPOSE

The purpose of this item is to obtain City Council approval to add the classification of Intern, in order to provide professional training opportunities to local students and enhance the City's future staffing opportunities.

RECOMMENDATION

It is recommended that the City Council approve the attached resolution establishing the classification of Intern.

BACKGROUND

In April 2016, the City of Seaside Engineering Division of Public Works submitted an application requesting an internship opportunity to provide professional training for local students enrolled in an accredited college or university, vocational or technical school. In May 2016, the American Public Works Association (APWA) Monterey Bay Chapter Internship Program accepted their application and awarded the City \$1,500 for the 2016 program.

In the future, we anticipate hiring Interns to support other City functions.

Under close supervision, interns will perform entry level administrative duties providing the opportunity for professional training in various City departments and divisions. The student intern will work a flexible schedule of with a minimum of 20 hours per week for up to 12 weeks during the summer.

The hourly rate for Intern will range from \$11 - \$15 depending on qualifications.

FISCAL IMPACT

The maximum cost of this item for fiscal year 16/17 is estimate to be \$7,200. This assumes the student intern is hired at the most advanced level and is able to work 40 hours per week for 12 weeks. The APWA grant will reimburse the City for \$1,500, leaving a cost of approximately \$5,700 which will be absorbed in the Public Works budget.

ATTACHMENTS

1. Intern Job Description
 2. Resolution
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

City of Seaside
Intern Job Description
\$11.00 - \$15.00 per hour

SUMMARY:

Interns perform routine tasks under close supervision or from detailed procedures. The student intern will work a flexible schedule of approximately 20 hours per week.

DUTIES:

Under close supervision, performs entry level administrative duties providing the opportunity for professional training in various City departments and divisions.

EXAMPLES OF DUTIES:

Depending on assignment and the qualifications of the Intern, a variety of duties will be performed including, but not limited to:

Intern I: The Intern I is the entry level intern and will perform basic duties including: gather data, prepare spreadsheets, e-mail, transmittal letters, reports and related data; maintain files, records, and reference materials; scan and file documents; answer phone calls; complete field surveys and take photographs; provide information and assistance to the public, in-house staff, and other governmental agencies; set-up and attend meetings; and perform other duties as assigned

Intern II: The Intern II is the intermediate level intern and in addition to the duties above, will perform more complex duties including: conduct research; perform statistical analysis, apply research techniques and analytical methods to improve administrative system, organizational structures, policies, and procedures; conduct studies; maintain web and social media content; oversee the logistics of planned events or projects; analyze data and make recommendations; and perform other duties as assigned.

Intern III: In addition to the duties listed above, Level III Interns will perform advanced duties including, design and implement social media presence; gather, manage, and analyze extensive information; handle sensitive customer service needs; design and implement an effective file management system; develop employee handbooks and operations manuals; conduct strategic analysis; and performs other duties as assigned.

REQUIREMENTS:

Must be enrolled in an accredited college or university, vocational or technical school, (although all majors are welcome, certain assignments will require specific educational background) and have completed at least one year of program study.

KNOWLEDGE, SKILLS, AND ABILITIES:

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

- An interest in the public service.
- Proficiency with the Microsoft Office Suite, particularly Word, Excel, and PowerPoint.

- Ability to use common office equipment, including printers, scanners, copiers, fax machines, etc.
- Excellent interpersonal skills and the desire and ability to work in a team environment.
- Ability to prioritize work and be self-motivated.
- Ability to effectively present information and respond to questions from the general public.
- Ability to define problems, collect data, evaluate facts, and draw valid conclusions.
- Effective written and verbal communication skills.
- The desire to learn.

The Engineering Intern must also possess:

- The ability to perform, or learn, basic drafting. Experience with AutoCAD is a desirable.
- The ability to read and interpret construction plans.
- Experience with ArcGIS.
- Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.
- Basic knowledge of engineering fundamentals.

Some assignments may require a California Drivers' License and acceptable driving record.

PHYSICAL DEMANDS:

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

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

While in the field, the employee may be required to walk in rugged conditions, work in adverse weather conditions, and stand up to eight hours or more at a time.

WORK ENVIRONMENT:

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

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADDING THE PART-TIME CLASSIFICATION OF INTERN

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

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

WHEREAS, there is a need to add the position of Intern to the part-time salary schedule and create an appropriate position description; and.

WHEREAS, the addition of this position will enhance the City's services and will provide valuable on the job training for student interns;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the following addition to the part-time salary schedule to be effective on May 20, 2016:

<u>Position (Unclassified)</u>	<u>Hourly Pay Rate</u>
Intern	\$11.00 - \$15.00

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of May, 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.D.

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

DATE: May 19, 2016

**SUBJECT: APPROVE RESOLUTION AWARDING CONTRACT TO THE
WALLACE GROUP FOR AN AMOUNT NOT TO EXCEED \$29,698 TO
CONDUCT STORM DRAIN CATCH BASIN ASSESSMENT,
INVENTORY AND GRADING**

PURPOSE

The purpose of this item is for the City Council to consider awarding a contract to the Wallace Group for an amount not to exceed Twenty Nine Thousand Six Hundred Ninety Eight dollars to conduct an asset inventory and assessment of storm drain inlets and catch basins within the City of Seaside.

RECOMMENDATION

It is recommended that the City Council adopt a resolution awarding a contract to the Wallace Group for an amount not to exceed Twenty Nine Thousand Six Hundred Ninety Eight dollars (\$29,698) to conduct an inventory of storm drain inlets and catch basins and authorizing the City Manager to execute the contract.

BACKGROUND

There are two primary storm drain networks contained within the boundaries of the City. The first storm drain system is contained within the city limits as it existed prior to the closure of the former Fort Ord Military base. This storm drain system consists of approximately 30 miles of underground pipe, 438 catch basins, 231 manholes, and 15 bubble-ups. The second storm drain system includes infrastructure built by the U.S. Army within the boundaries of the former Fort Ord that now lie within the city limits. The City is responsible for approximately 10 catch basins within the former Fort Ord military base. This storm drain infrastructure was constructed over many decades, resulting in the installation of catch basins of many different shapes and sizes.

To properly implement a retrofit program, an assessment of each catch basin is necessary to allow for design of replacement storm drain grates. The assessment includes visiting each catch basin, pulling it from its frame and verifying length, width, and thickness. In some cases, catch basin grates were constructed with L-shaped notches around the edges to better fit within the frame, which will need to be verified in the field. The assessment will collect Global Positioning System information so that catch basin location can be accurately incorporated into the City's Graphical Information System database. Lastly, the assessment will rate the overall condition of the catch basin frame to identify which ones may require the entire structure to be replaced.

City staff solicited proposals to conduct an inventory of storm drain catch basins and provide design services, by developing a Request For Qualifications (RFQ) referred to as the "Storm Drain Catch Basin Inventory and Storm Drain Grate Replacement Design", on April 15, 2016. Solicitation occurred by directly notifying local engineering firms. The RFQ was also posted on the City of Seaside website.

On Friday, April 29, 2016, the City received three (3) proposals from qualified firms. Proposals were received from the following firms: Creegan + D'Angelo (Monterey), Wallace Group (San Louis Obispo), and InterWest Consultants (Pleasanton). Proposals were evaluated for completeness and on the firm's qualifications to perform the intended work. The proposals were evaluated on organization, staffing, related experience, management approach, local knowledge, and professional references. The ratings were conducted by City of Seaside engineering staff and City of Pacific Grove Environmental Programs Manager.

The selection committee independently evaluated the written proposals. After the evaluations were completed, the ratings were compiled and tabulated by city staff. The rankings of the evaluations are summarized below.

Wallace Group	Creegan+D'Angelo	InterWest Consulting
1	2	3

The results of the evaluation conclude that the Wallace Group is the most qualified to provide catch basin inventory and design services. It is recommended that the City Council adopt a resolution awarding a contract to the Wallace Group for an amount not to exceed Twenty Nine Thousand Six Hundred Ninety Eight dollars (\$29,698) to conduct an inventory of storm drain catch basins and authorizing the City Manager to execute the contract.

ENVIRONMENTAL REVIEW

In accordance with Title 14, California Code of Regulations, Chapter 3, "Guidelines for Implementation of California Environmental Quality Act (CEQA)," implementation of capital projects may require an Initial Study and potentially additional environmental documents. These CEQA requirements for the recommended capital projects will be addressed during the proposed phase and will be completed prior to implementing the capital projects.

FISCAL IMPACT

On October 15, 2015, the council approved Resolution 15-99 amending the 2015-2016 budget to include \$60,000 for implementation of the storm drain retrofit to be funded from the Risk Management Performance Improvement account 502-0-5120-8126. Conducting the catch basin inventory will allow for greater accuracy in estimating design and replacement costs.

ATTACHMENTS

1. Resolution Awarding Contract To The Wallace Group
 2. Agreement For Consultant Services
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEASIDE CITY COUNCIL

AWARDING A CONTRACT TO THE WALLACE GROUP FOR AN AMOUNT NOT TO EXCEED \$29,698 TO CONDUCT ASSESSMENT OF STORM DRAIN CATCH BASINS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS, the City of Seaside is responsible for maintenance of approximately 30 miles of storm drain pipes, 231 storm drain manholes and approximately 450 catch basins and bubble-ups; and

WHEREAS, on September 3, 2015, the City Council approved Resolution 15-92 adopting the Performance Improvement Plan which requires retrofitting storm drain catch basins to make them safe for bicycles; and

WHEREAS, an assessment of each catch basin grate shape and size is required to develop a project to retrofit catch basin to make the safer for bicycles; and

WHEREAS, on October 15, 2015, the City Council approved Resolution 15-99 amending the 2015-2016 budget allocating \$60,000 for storm drain retrofit; and

WHEREAS, on April 29, 2016, proposals were received from three firms; and

WHEREAS, a selection committee reviewed proposals and identified the Wallace Group as the most qualified.

NOW, THEREFORE BE IT RESOLVED, that the City of Seaside City Council award a contract to the Wallace Group for an amount not to exceed Twenty Nine Thousand Six Hundred Ninety Eight Dollars (\$29,698) to conduct an inventory of storm drain catch basins and authorizing the City Manager to execute the contract.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 19th day of May, 2016 by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley E. Milton, City Clerk

CITY OF SEASIDE
AGREEMENT FOR CONSULTANT SERVICES
STORM DRAIN CATCH BASIN INVENTORY AND GRATE REPLACEMENT DESIGN

THIS AGREEMENT, is made and effective as of _____, 2016, between the City of Seaside, a municipal corporation ("City") and the Wallace Group, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on _____ and shall remain and continue in effect until tasks described herein are completed, but in no event later than May 19, 2017, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. CITY MANAGEMENT

City Engineer / Public Works Services Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Twenty Nine Thousand Six Hundred Ninety Eight dollars (\$29,698), which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Agreement for Consultant Services
Storm Drain Catch Basin Inventory and Grate Replacement

(b) The City Manager's contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments, that exceed the total threshold, which do not have City Council approval, shall be void.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

Agreement for Consultant Services
Storm Drain Catch Basin Inventory and Grate Replacement

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records at 440 Harcourt Avenue, Seaside, California; shall permit City to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained at the City of Seaside's City Hall for a minimum period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the City's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

(c): City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, and employees ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in **Exhibit A** without the written consent of the Consultant. Nothing contained in the indemnity provisions shall be construed to require Consultant to indemnify City against any responsibility or liability in contravention of Civil Code 2782.

Agreement for Consultant Services
Storm Drain Catch Basin Inventory and Grate Replacement

(b) Indemnification for Other Than Professional Liability. Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including reasonable attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub consultants of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this agreement, Consultant shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of City.

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

Agreement for Consultant Services
Storm Drain Catch Basin Inventory and Grate Replacement

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Seaside in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Seaside will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

Agreement for Consultant Services
Storm Drain Catch Basin Inventory and Grate Replacement

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or sub consultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its sub consultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Seaside 440 Harcourt Avenue Seaside, California 93955 Attention: City Clerk
----------	--

To Consultant:	Wallace Group 612 Clarion Ct San Luis Obispo, CA 93401 Attention: Craig Campbell
----------------	---

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of

Agreement for Consultant Services
Storm Drain Catch Basin Inventory and Grate Replacement

the personal nature of the services to be rendered pursuant to this Agreement, only Kari Wagner shall perform the services described in this Agreement.

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

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement. The Consultant will obtain a valid City Business License and shall maintain said Business License for the term of this agreement and any extensions.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the City of Seaside.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of City's Request for Proposal, **Exhibit "C"** hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, **Exhibit "E"** hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the

Agreement for Consultant Services
Storm Drain Catch Basin Inventory and Grate Replacement

Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

23. CONFLICT OF INTEREST

Consultant shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100 et seq.) Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Consultant's and/or such other person's financial interests.

24. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fee shall be included in the judgment together with all costs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF SEASIDE

CONSULTANT

By: _____
Craig Malin, City Manager

By: _____
(Signature)

Craig Campbell, Principal, Vice President

Date: _____

Date: _____

EXHIBIT A

SCOPE

1. Preliminary Services. Selected consultant shall meet with City staff to identify background information and to ensure incorporation of City staff suggestion, recommendations, directions and other requirements into the project.
 - a. Selected consultant will be provided with available as-built drawings, GIS and ACAD files.
2. Field survey for catch basin/inlet inventory.
 - a. Conduct site visit and inspection of each catch basin to gather basic information to include type and size of the catch basin and associated inlet grate. Identify if existing grate meets bicycle safe standard. Assess the condition of the catch basin/inlet structure.
 - b. Develop spreadsheet summarizing results of field survey and provide to city for review.

EXHIBIT B

Wallace Group Team Resource Estimate for the City of Seaside - SD Grate Replacement

PHASE/TASK	TASK DESCRIPTION	PRINCIPAL	DIRECTOR	SENIOR ENGINEER	DESIGNER	GIS SPECIALIST	Misc. Direct Costs	TOTAL LABOR HOURS	LABOR \$	TOTAL COST \$
		HRS \$190	HRS \$170	HRS \$165	HRS \$70	HRS \$130	Cost	HRS		
1.1	Project Management		8					8	\$1,360	\$1,360
1.2	QA/QC	4						4	\$760	\$760
1.3	Meetings		12	2			\$483	14	\$2,370	\$2,853
2.1	GIS Database and Atlas Map Development		2	2	2	24		30	\$3,930	\$3,930
2.2a	Field Survey		2	10	170		\$3,804	182	\$13,890	\$17,694
2.2b	Analysis and Report			12	16			28	\$3,100	\$3,100
	SUB-TOTALS	4	24	26	188	24	\$4,288	266		
	WALLACE GROUP LABOR COSTS	\$760	\$4,080	\$4,290	\$13,160	\$3,120				\$25,410
	WALLACE GROUP DIRECT COSTS									\$4,288
	TOTAL									\$29,698

Exhibit B Standard Billing Rates

Engineering, Design & Support Services:

Prevailing Wage*

Assistant Designer/Technician	\$ 65	
Designer/Technician I - IV	\$ 70 - \$100	
Senior Designer I - III	\$138 - \$148	
GIS Technical Specialist	\$130	
Senior GIS Technical Specialist	\$145	
Associate Engineer I - II	\$ 90 - \$100	
Engineer I - IV	\$135 - \$150	
Senior Engineer I - III	\$155 - \$170	
Director	\$170	
Principal Engineer	\$182	
Principal	\$190	

Construction Management / Field Inspection Services:

Construction Office Tech I	\$ 75	
Construction Office Tech II	\$ 85	
Construction Office Tech III	\$ 95	
Construction Inspector I - IV	\$110 - \$134	\$125 - \$149
Senior Construction Inspector	\$140	\$155
Assistant Resident Engineer I - II	\$120 - \$130	
Resident Engineer I - III	\$135 - \$145	
Senior Resident Engineer I - II	\$150 - \$160	
Director	\$170	

Support Services:

Office Assistant	\$ 50
Project Assistant I - III	\$ 70 - \$ 86

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- sub-consultant services
- agency fees
- delivery/copy services
- mileage (per IRS rates)
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Right to Revisions:

Wallace Group reserves the right to revise this Schedule of Fees on an annual basis, personnel classifications may be added as necessary.

*Prevailing Wage:

State established prevailing wage rates may apply to some services and those rates are subject to change.

**CITY OF SEASIDE
RESOURCE MANAGEMENT SERVICES
REQUEST FOR QUALIFICATIONS (RFQ)
PROFESSIONAL SERVICES
STORM DRAIN CATCH BASIN INVENTORY AND
STORM DRAIN GRATE REPLACEMENT DESIGN**

April 15, 2016

This request for proposal contains the following sections;

Section	Page
I. INTRODUCTION AND BACKGROUND	1
II. SCOPE OF WORK.....	2
III. PROPOSAL REQUIREMENTS	2
IV. PROCEDURES FOR SUBMISSION	3
V. REVIEW AND SELECTION PROCESS	4
VI. ACCEPTANCE OR REJECTION OF PROPOSAL	5
VII. ADDENDA AND INTERPRETATION	5
VIII. GENERAL DESCRIPTION OF PROPOSED AGREEMENT.....	5
IX. INSURANCE REQUIREMENTS.....	6
X. EXAMINATION OF PROPOSED MATERIAL	6
XI. PUBLIC NATURE OF PROPOSAL MATERIAL.....	6
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XV. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT.....	7
XVI. ADDITIONAL TERMS AND CONDITIONS	7
XVII. ATTACHMENTS.....	8

I. INTRODUCTION AND BACKGROUND

The City of Seaside California is soliciting proposals from qualified firms to conduct inventory of storm drain inlets and catch basins, herein referred to as “the Project.” The City intends to retrofit catch basins and inlets with bicycle safe inlet grates. The selected consultant must be familiar with packaging construction bid documents. The selected consultant shall perform the tasks specified in the "Scope of Work" section of the Request for Qualifications (RFQ). The consultant is encouraged to suggest additions or modifications to the scope that will enhance or clarify the Project and the suggestions should be incorporated into the proposal. The City requires all storm drain grates be replaced by December 31, 2016.

There are two primary system networks contained within the boundaries of the City. The first storm drain system is contained within the city limits as it existed prior to the closure of the former Fort Ord Military base. These boundaries are typically referred to as Seaside Proper. The storm drain system within Seaside Proper consists of approximately 30 miles of underground pipe, 438 catch basins/inlets, 231 manholes, and 15 bubble-ups. The city has

Exhibit C

Request for Qualifications-Professional Engineering Services
City of Seaside Storm Drain Catch Basin Inventory

identified the majority of catch basins and inlets within Seaside Proper. The Scope of Work is initially limited to catch basins and inlets within Seaside Proper. (See attachment A to this RFP).

The second storm drain system includes infrastructure built by the U.S. Army within the boundaries of the former Fort Ord that lie within the City of Seaside city limits. The Army retains responsibility from the operation and maintenance of the vast majority of the storm drain infrastructure that is located within the limits of the City. The City is responsible for approximately 20 catch basins within the former Fort Ord military base. As budget and time allow, the Scope of Work would be expanded to include portions of the former Fort Ord.

II. SCOPE OF WORK

1. Preliminary Services. Selected consultant shall meet with City staff to identify background information and to ensure incorporation of City staff suggestion, recommendations, directions and other requirements into the project.
 - a. Selected consultant will be provided with available as-built drawings, GIS and ACAD files.
2. Field survey for catch basin/inlet inventory.
 - a. Conduct site visit and inspection of each catch basin to gather basic information to include type and size of the catch basin and associated inlet grate. Identify if existing grate meets bicycle safe standard. Assess the condition of the catch basin/inlet structure.
 - b. Develop spreadsheet summarizing results of field survey and provide to city for review.
3. Develop plans and technical specification(s) to be incorporated into an RFP for installation of bicycle safe grates.
 - a. Plans shall identify quantity, type and locations of replacement grates to be replaced.
 - b. Specifications shall provide for a bicycle safe grate inlet in conformance with Caltrans standard plan D77B (2015), see attachment B.
4. Provide project support during the bid phase.
5. Provide project support during the construction phase.
 - a. Verify grate replacements have been installed in conformance with plans and specifications.
6. Provide project status reports that accurately communicate budget and schedule to city staff in a timely manner.

III. PROPOSAL REQUIREMENTS

Proposals shall consist of responses to the questions below. Please clearly label answers to all questions. The questions must be completely addressed in the body of the proposal and be presented in the order indicated. The submissions are subject to a page limitation of ten (10)

Exhibit C

Request for Qualifications-Professional Engineering Services
City of Seaside Storm Drain Catch Basin Inventory

pages in twelve-point font. You may attach additional information as exhibits (which will not count against the page limit); however, responses to questions must be answered within the specified page limit. The City makes no assurances that any non-requested additional information in exhibits will be reviewed.

Questions:

1. Name of proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.
2. Brief description and history of the firm and experience of the principal contact with the firm.
3. Description of the team assigned to handle the proposed assignments, including the role of each member, percentage of total work each member is expected to contribute, office location of each member and specific relevant experience. Please enclose resumes of each assigned team member as attachments to the proposal. Where proposals are submitted as a team effort, the principal firm of the team shall perform a majority of the proposed work.
4. Describe the services and activities as they relate to the proposed scope of work that your firm proposes to provide to the City for this project. Consultant shall demonstrate understanding of the City's needs and requirements and describe the approach and work plan for completing the items specified in the Scope of Work and project schedule.
5. Enclosed, attachment C, for your review is a copy of the City's standard contract, which stipulates, among other things, insurance requirements. Please confirm that your firm can accept the terms of the contract and has the required insurance, or can acquire insurance, that meets the minimum standards.
6. Please provide three professional references. Only use public agencies that your firm or its principals have provided services for within the past five years.
7. In a separate sealed envelope, please provide the cost proposal and billing rate schedule for the firm and subcontractors. Cost proposals shall be prepared to follow the order and format of the items of work listed in Section II SCOPE OF WORK. Cost proposals shall, as a minimum, show all anticipated Prime and Sub-consultant costs by Task and Subtask, including personnel by classification, hours and hourly rates. Other Direct Costs shall be summarized at the Project level, rather than by Task.

IV. PROCEDURES FOR SUBMISSION

Please submit by e-mail or CD two Adobe Acrobat® PDF files, the first containing the proposal and the second containing the cost proposal by 4:00 PM Pacific Time on Friday, April 29, 2016. The PDF file containing fee estimate shall be password protected. Email submittals shall not have attachments larger than 5,000 megabytes and shall not contain zip files. Submit proposals via email to sottmar@ci.seasid.ca.us or by CD to the address below. Please also submit three (3) bound copies of your proposal to the address below. Hard copy proposals may be submitted and must be in a sealed envelope with a second sealed envelope containing the cost proposal.

Exhibit C

Request for Qualifications-Professional Engineering Services
City of Seaside Storm Drain Catch Basin Inventory

Mr. Scott Ottmar, P.E.
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Phone: (831) 899-6825
SOttmar@ci.seaside.ca.us

Submissions will not be accepted after the deadline. Submissions transmitted by FAX will not be accepted.

All material submitted in accordance with this RFP becomes the property of the City and will not be returned. If you have any questions regarding this RFP, please contact Scott Ottmar at sottmar@ci.seaside.ca.us. Any other contact with City personnel related to this RFP, prior to the formal approved consultant list, is prohibited without the written consent of Mr. Ottmar.

V. REVIEW AND SELECTION PROCESS

The proposed consultant selection schedule is as follows:

Release RFP	April 15, 2016
Proposal due	April 29, 2016
Project Award	May 19, 2016

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

1. Understanding of the Scope of Work and Consultant's Proposed Methodology.
2. Delivery Schedule.
3. Past experience and performance of Consultant's team on similar work including: individuals in the firm assigned to do the work; cost control; quality of work, and meeting scheduled milestone dates.
4. Familiarity with applicable practices and procedures for the work involved.
5. Organization, presentation, and content of proposal. Conformance to the specified RFP format.
6. Familiarity with Locality: Is the firm familiar with the City of Seaside? Will the location of the firm's offices facilitate face-to-face meetings with City Staff?

The City reserves the right to conduct independent reviews and interview firms submitting proposals prior to making any selection. If the City elects, the top three proposals may be requested to participate in an interview. If your firm is selected to participate in an oral

Exhibit C

Request for Qualifications-Professional Engineering Services
City of Seaside Storm Drain Catch Basin Inventory

interview, you will be notified the week prior to the scheduled interview. The City will not be liable for any costs associated with your firm preparing its response to this RFP.

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

VI. ACCEPTANCE OR REJECTION OF PROPOSAL

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

VII. ADDENDA AND INTERPRETATION

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

Mr. Scott Ottmar, P.E.
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Email: sottmar@ci.seaside.ca.us

Such requests for clarification shall be deliverable to the City at least two (2) business days prior to the proposal due date. Any City response to a request for clarification will be made in the form of an addendum to this RFP and will be sent to all parties to whom this RFP has been issued prior to the proposal due date. All addenda shall become part of this RFP.

VIII. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

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

IX. INSURANCE REQUIREMENTS

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

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City of Seaside as to form and content. The selected Consultant agrees to provide the City with a copy of said policies, certificates and/or endorsements.

The selected Consultant shall satisfy these insurance requirements prior to approval of the Agreement. Please address any issues with respect to insurance requirements in your response to related questions in the RFP, above.

X. EXAMINATION OF PROPOSED MATERIAL

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

XI. PUBLIC NATURE OF PROPOSAL MATERIAL

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

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

XII. DISQUALIFICATION

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

Exhibit C

Request for Qualifications-Professional Engineering Services
City of Seaside Storm Drain Catch Basin Inventory

- A. Evidence of collusion, directly or indirectly, by Proposer in regard to the amount, terms, or conditions of this proposal;
- B. Any attempt to improperly influence any member of the selection staff;
- C. Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;
- D. Evidence of incorrect information submitted as part of the proposal;
- E. Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal; and
- F. Proposer's default under any agreement that results in termination of the Agreement.

XIII. NON-CONFORMING PROPOSAL

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

XIV. PROHIBITION OF GIFTS

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

XV. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

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

XVI. ADDITIONAL TERMS AND CONDITIONS

- A. This RFP does not commit the City to pay any costs incurred in the submission of the proposal or in making any necessary studies or analysis in preparation of submission of the proposal.
- B. The City reserves the right without limitation to:

Exhibit C

Request for Qualifications-Professional Engineering Services
City of Seaside Storm Drain Catch Basin Inventory

1. Execute an agreement with one or more Proposers based solely on the proposal and any approved additions;
 2. Enter into an agreement with another Proposer in the event that the originally selected Proposer defaults or fails to execute an agreement with the City;
 3. Enter into negotiations with one or more Proposers;
 4. Modify and re-issue the RFP;
 5. Take action regarding the RFP as may deemed to be in the best interest of the City.
- D. The City reserves the right to verify any information provided during the RFP process. The City may contact references listed or any other person known to have contracted with Proposer.
- E. An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

XVII. ATTACHMENTS

- A. Map of Seaside Proper storm drain inlets/catch basins
- B. California Department of Transportation Standard Plan D77B (2015)
- C. Sample Professional Services Agreement

Exhibit C
ATTACHMENT A

City of Seaside
Local Inlets & Outfalls (Draft v2 August 2015)

Legend

SEA_Stormwater_DrainSystem_Pts

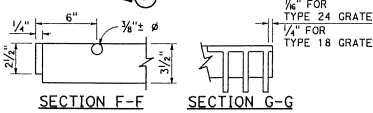
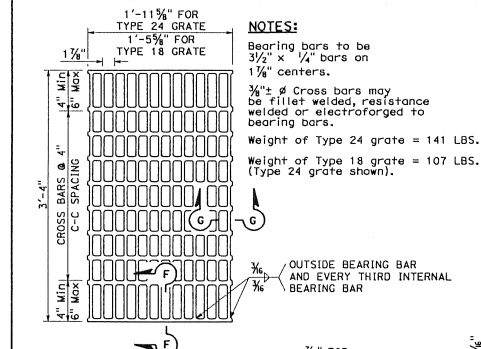
• (all other values)

Code

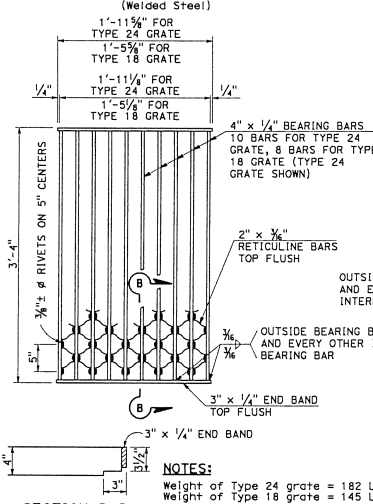
- B Catch Basin
- Bubble Up
- Flat grade inlet
- City Standard Inlet
- ▲ Storm Treatment Unit



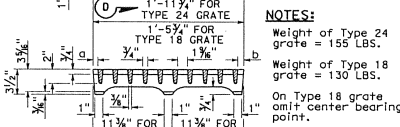
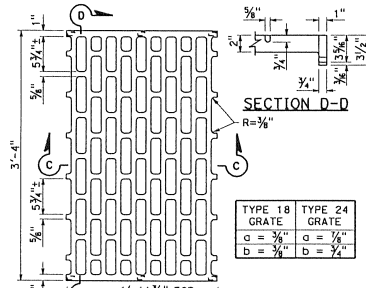
Exhibit C ATTACHMENT B



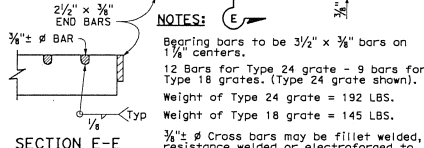
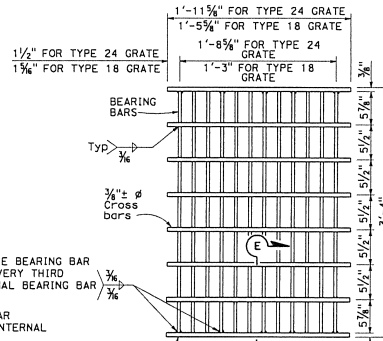
TYPE 18-10 AND 24-13 GRATE



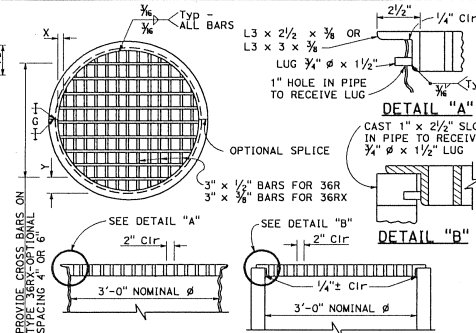
TYPE 18-8S AND 24-10S GRATE



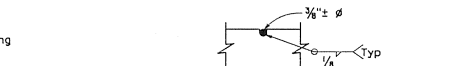
TYPE 18-8C AND 24-10C GRATE



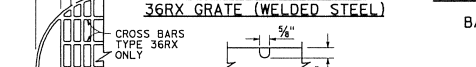
TYPE 18-9X AND 24-12X GRATE



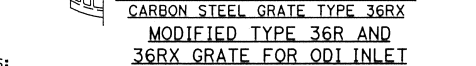
TYPE 36R AND 36RX GRATE DETAILS



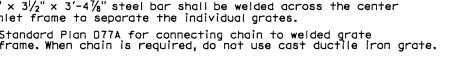
CROSS BAR DETAIL TYPE 36RX GRATE (WELDED STEEL)



CROSS BAR DETAIL ALTERNATIVE CAST DUCTILE IRON GRATE OR CAST CARBON STEEL GRATE TYPE 36RX



MODIFIED TYPE 36R AND 36RX GRATE FOR ODI INLET



GRATE BAR SPACING TABLE						
TYPE	No. OF BARS	CLEAR BAR SPACING	X	4" SPACING	6" SPACING	Z
36R	13	2"	$2\frac{1}{4}"$	-	-	-
36RX (STEEL)	15	2"	$\frac{3}{8}"$	$3\frac{3}{4}"$	$5\frac{3}{4}"$	-
36RX (CAST)	13	2"	$2\frac{1}{4}"$	$3\frac{3}{4}"$	$5\frac{3}{4}"$	-
36R Mod	12	2"	$2\frac{1}{4}"$	-	-	5"
36RX Mod (STEEL)	13	2"	$\frac{3}{8}"$	$3\frac{3}{4}"$	$5\frac{3}{4}"$	$5\frac{3}{4}"$
36RX Mod (CAST)	12	2"	$2\frac{1}{4}"$	$3\frac{3}{4}"$	$5\frac{3}{4}"$	5"

STATE COUNTY ROUTE POST MILES TOTAL PRODUCT SHEET TOTAL
TOTAL INCHES NO. SHEETS

Raymond J. Foster
REGISTERED CIVIL ENGINEER
October 30, 2015
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



SECTION A-A

ALTERNATIVE CAST DUCTILE IRON GRATE OR CAST CARBON STEEL GRATE TYPE 36R AND 36RX

ALTERNATIVE CAST DUCTILE IRON GRATE OR CAST CARBON STEEL GRATE TYPE 36R AND 36RX

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2015 STANDARD PLAN D7B

9-32-15



Request for Qualifications
STORM DRAIN CATCH BASIN INVENTORY AND
STORM DRAIN GRATE REPLACEMENT DESIGN
ADDENDUM No.1
April 21, 2016

Addendum No. 1 is being issued for revisions to the Request for Qualifications (RFQ) to provide professional services for storm drain catch basin inventory and storm drain grate replacement design.

The clarifications and revisions declared in this addendum are an essential element to the RFQ.

CLARIFICATION & REVISION

1. Section III. Proposal Requirements is amended as follows. Strike and remove question 7.
2. Section IV. Paragraph 1 is amended to read as follows:

"Please submit by e-mail or CD an Adobe Acrobat® PDF file containing the proposal by 4:00 PM Pacific Time on Friday, April 29, 2016. Email submittals shall not have attachments larger than 5,000 megabytes and shall not contain zip files. Submit proposals via email to sottmar@ci.seasid.ca.us or by CD to the address below. Please also submit three (3) bound copies of your proposal to the address below. Hard copy proposals must be in a sealed envelope."

Proposals shall not include a separate, sealed, cost proposal or billing rate schedule. The City will negotiate a contract with the selected consultant. The City anticipates two phases of contract negotiations, the first phase for performing storm drain catch basin inventory and the second phase for providing design services for grate replacement. The City intends to select one consultant for both phases of work.

If there are any questions regarding this addendum, please contact Scott Ottmar, Assistant Civil Engineer, at (831) 899 – 6885.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim O'Halloran", is written over a horizontal line.

Tim O'Halloran, PE
City Engineer / Public Works Services Manager

EXHIBIT D
CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT
INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence, and \$2,000,000 in aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as

Agreement for Consultant Services
Storm Drain Catch Basin Inventory and Grate Replacement

required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

Agreement for Consultant Services
Storm Drain Catch Basin Inventory and Grate Replacement

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage except Professional Liability and Workers Compensation, required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

Agreement for Consultant Services
Storm Drain Catch Basin Inventory and Grate Replacement

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There

Agreement for Consultant Services
Storm Drain Catch Basin Inventory and Grate Replacement

shall be no recourse against City for payment of premiums or other amounts with respect thereto.

Consultant will provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

CITY OF SEASIDE STORM DRAIN CATCH BASIN INVENTORY AND STORM DRAIN GRATE REPLACEMENT DESIGN

SCOPE OF SERVICES

The following is our proposed scope of services for the above mentioned project. The scope of work and fee are for Phase I only, which includes services through Storm Drain Catch Basin Inventory. The scope and fee provided do not include services for Phase II - Design.

Assumptions:

- The fee is based on a total of 440 storm drain catch basins.
- Each storm drain catch basin will take 15 to 20 minutes, including drive time and equipment set up.
- That storm drain catch basins are accessible. Wallace Group will be using a mallet and large manhole magnet to remove storm grates. Inaccessibility may include cars parked on the inlet or staff is unable to remove grate due to debris or grate is wedged in or bolted down, etc.

Task 1 Project Management and Meetings

Task 1.1 Project Management

Wallace Group will provide day-to-day project management and coordination necessary to conduct the work. We will provide email updates and will prepare and submit monthly status reports throughout Phase I and maintain a project schedule. The fees for project management are based on a 4 month schedule.

Task 1.2 QA/QC

We will provide in-house quality assurance and quality control (QA/QC) for all submittals. The review will be conducted by Craig Campbell, PE, PLS, QSD/P, LEEDAP, Principal/Vice President.

Task 1.3 Meetings

Wallace Group will attend a kick-off meeting with City staff to discuss goals, constraints, visions, schedule, and needs for the Project. We will prepare the meeting agenda and minutes for the kick-off meeting.

Wallace Group will also coordinate and prepare meeting agendas and minutes for the following meetings with the City:

- One (1) progress/review meeting following Task 2.0.

Wallace Group is available for additional meetings on a Time and Materials Basis, at the request of the City.

Deliverables:

The following deliverables will be provided to the City as part of this Task 1:

- Monthly Status Updates (PDF)
- Meeting minutes/notes, draft and final (PDF)

Task 2 Field Survey

Task 2.1 GIS Database and Atlas Map Development

Using the same grid system as the SCSD sewer atlas maps and the City's existing GIS database, Wallace Group will develop atlas maps for the storm drain system. Wallace Group will re-number the catch basins based on the grid, similar to the sewer manhole numbering system.

Wallace Group will develop a customized Excel spreadsheet and pre-load a tablet to collect the required information for each of the storm drains. This spreadsheet will incorporate the catch basin ID and the data that is to be collected. This spreadsheet will be able to be integrated into the GIS database following the completion of the field survey.

Task 2.2a Field Survey

Based on the City's estimate, there are approximately 440 catch basins located throughout the City. Our Field Technician will use the pre-loaded excel spreadsheet on a tablet to collect the dimensions of the grate, type of inlet, and condition for each catch basin. The spreadsheet will note if the grate meets bicycle safety standards. In addition, our Field Technician will take two photos of each catch basin. Each photograph will also include a unique ID to link the photo to the feature in the GIS database. In the event that our Field Technician discovers a catch basin/inlet not included in the City provided data, he will note the location on the atlas maps and collect all requested information for the new feature. The additional structures are not included in the current fee. The additional structures will be charged 20 minutes per structure on a time and materials basis. If the number exceeds 20 structures, additional per diem expenses may also be required.

Task 2.2b Analysis and Report

Based on the Field Survey (Task 2.2a), Wallace Group will provide the City with a database of the field survey in GIS. Wallace Group will also prepare a report that summarizes the types of structures found and include sketches. This information will be used to identify the number of details that will be required for the design phase of this project. This task will not include the recommended improvements for the design modifications.

Deliverables:

The following deliverables will be provided to the City as part of this Task 2:

- Updated GIS Database
- Atlas Maps (PDF)
- Field Report (PDF)



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nancy Towne, Recreation Services Director

DATE: May 19, 2016

SUBJECT: APPROVE A FEE WAIVER REQUEST FROM THE PARADE OF CHAMPIONS FOR COSTS ASSOCIATED WITH THE PROPOSED 2016 SEASIDE PARADE OF CHAMPIONS IN THE AMOUNT OF ELEVEN THOUSAND, TWO HUNDRED AND FIFTY FIVE DOLLARS AND SIXTY TWO CENTS

PURPOSE

The purpose of this item is for the City Council to consider and approve a fee waiver request in the amount of Eleven Thousand, Two Hundred and Fifty-five Dollars and sixty two cents (\$11,255.62) from the Seaside Parade of Champions for the 2016 Seaside Parade of Champions.

RECOMMENDATION

Staff recommends approval of the co-sponsorship and a waiver of fees in the amount of \$11,255.62 (Eleven-thousand two hundred and fifty-five dollars and sixty-two cents) for costs associated with the proposed 2016 Parade of Champions scheduled for Sunday, July 3, 2016.

BACKGROUND

The Seaside Parade of Champions is requesting to hold a 4th of July Parade of Champions on Sunday, July 3, 2016 starting at 12:00 p.m. Historically the Parade of Champions was sponsored by the City of Seaside and the Parade of Champions; a local non-profit organization. Due to budget constraints the 2011 Parade of Champions was not held for the first time in 50 years.

Because of the increased community interest and support, the Seaside City Council approved all fee waivers related to the 2012 Parade. A fee waiver was also approved by the City Council for the 2013 Parade of Champions but the event was not held due to lack of participation and support. The Parade of Champions is interested in holding the parade this year and is asking for the City of Seaside to waive all fees associated with Public Works and Police assistance to hold

the annual parade on July 3, 2016. They will also provide and be responsible for all program content, planning and staffing to include; promotion, vehicles, tables, chairs and sound system. Seaside Parade of Champions can provide insurance information upon request. The parade route will remain the same as in previous years and will require street closures by Public Works staff and police oversight.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Reserve Police Fees	2 Reserves x 4.5 hrs.	\$540.44
<u>Public Works Fees</u>		<u>\$ 10,715.18</u>
TOTAL		\$ 11,255.62

ATTACHMENTS

1. Special Event Application
2. Special Event Fee Receipt

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Parade of
Champions 2016
(2016)

Date:

Dear Event Sponsor:

Welcome to the City of Seaside. The following pages include the City of Seaside's Special Events Application and accompanying instructions developed to guide you through the application process.

Effective February 6, 2014 a \$90.00 permit fee was approved by the Seaside City Council. Please enclose a check made out to the City of Seaside with your completed application. Once the completed form is received it will be distributed to all City departments and agencies affected by your event. You will then be notified of the status of your request. On behalf of the City of Seaside we thank you for contributing to the spirit and vitality of our City through the staging of your event. **Best wishes for a successful event!**

Nancy Towne
Recreation Services Manager
City of Seaside
986 Hilby Avenue
Seaside, CA 93955
(831) 899-6800
(831) 899-6274
Email: towne.nancy@ci.seaside.ca.us

pd \$90
check 4/25/16

SPECIAL EVENT APPLICATION

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

ORGANIZATION NAME Seaside Parade of Champions
MAILING ADDRESS P.O. Box 811 Seaside 93955
CONTACT NAME Brian Pratt PHONE# 831-915-8296
PHONE# Jerry Thorne 831-760-0595

Names and phone numbers of person(s) in charge of the event who can be contacted on a 24-hour basis during the event.

EMAIL: SeasidePOC@gmail.com

EVENT NAME: Seaside Parade of Champions

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

Setup Date 7-3-2016 Time 9am
Event Starts Date 7-3-2016 Time Noon
Event Ends Date 7-3-2016 Time 2:00pm
Dismantle Date _____ Time _____

SITE LOCATION From Broadway @ Del Monte to Fremont Blvd @ Lopez

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.

Annual Independence Day Parade
We provide portable toilets, sound system, etc.

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for crowd control and internal security

Announcers remind crowd & participants about safety rules throughout event.

NAME OF SECURITY ORGANIZATION (If required)

Please attach security contract.

SIGNS POSTED _____

OF PARTICIPANTS Approx 400, including Oldemeyer Center Summer Youth Program

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? FREE

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

Federal ID# 77-0338661

Event Benefiting: The Children of Seaside, Seaside Youth organizations

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

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

We handle that and provide Porta Potties

PARKING ARRANGEMENTS:

Public Parking Needs

No special needs - any legal, ~~public~~ public, street parking.

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

Local businesses allow us to use their electricity for P/A system
No other power needs

☒ P.A. System we provide () Generator(s)
() Booths () Bleachers
() Tents () Banners
() Other

☒ Amplified sound/music parade band
() Cooking fuel
☒ Barricades - Public Works

DO YOU INTEND TO SELL FOOD OR BEVERAGE?

() YES ☒ NO

If YES, please attach Health Department Food Vendor Certificate.

DO YOU INTEND TO SELL OTHER MERCHANDISE?

() YES ☒ NO

of Vendors _____

Describe the type of merchandise.

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?

Local Media, City & Chamber websites, ss002.org
PSAs, Radio, etc.

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

Only spectators w/ phones or cameras

OTHER PERTINENT INFORMATION OR SPECIAL REQUESTS

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.

Brian Pratt
Permit Holder's Signature

4/25/2016
Date

APPLICATION MUST INCLUDE:

Non-refundable Application Fee of \$ _____ n/a _____.

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 and Community Activities Department
Attn: N. Towne
986 Hilby Ave.
Seaside, CA 93955
(831) 899-6801 (P)

(831) 899-6253 fax
email: towne.nancy@ci.seaside.ca.us

Conditions of Approval

- Event organizers must clean up any event-related trash.
- All event noise or sound must be kept to a minimum, particularly before 9:00 a.m. and must not create an annoyance to co-existing events.
- Permittee is responsible for the actions of all vendors and participants during the event.
- No activities are permitted onsite that are not included on your permit application.
- All City ordinances will be strictly enforced (alcohol, dogs, etc.).
- Permit must be kept on location at all times.

Failure to comply with the above conditions may result in immediate closure of the event and a ban on future events by the organizer in the City of Seaside.

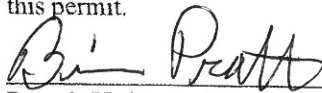
PROVISIONS

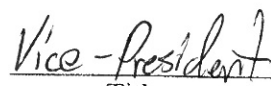
Permittee waives all claims against the City, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with, the exercise of this permit and permittee agrees to save harmless, indemnify and defend City, its officers, agents and employees, from any and all loss, damage or liability which may be suffered or incurred by City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by permittee of the rights hereby granted, except those arising out of the sole negligence of the City.

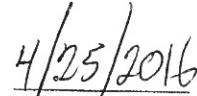
City shall have the privilege of inspecting the premises covered by this permit any and all time. This permit shall not be assigned. City may terminate this permit at any time if permittee fails to perform and covenant herein contained at the time and in the manner herein provided. City agrees it will not unreasonably exercise this right of termination.

The parties hereto agree that the permittee, its officers, agents and employees, in the performance of this permit shall act in an independent capacity and not as officers, employees or agents of the City. No alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.

Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, sexual orientation, age national origin or physical handicaps. Permittee agrees to comply with the terms and conditions contained herein and all rules and regulation of the City subject to this permit.


Permit Holder's Signature


Vice-President
Title


4/25/2016
Date

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

Applications must furnish the city with a certificate of insurance in an amount no less than \$1 million naming the City of Seaside as an additional insured. The amount of insurance is subject to increase at the discretion of the Finance Director who is the Risk Manager, depending upon the nature of the event. Such insurance must be primary to any city insurance and the city must have at least ten days notice of cancellation.

For final event approval, you will need commercial general liability insurance that names "the City of Seaside, its officers, employees and agents" as an additional insured and any other public entities impacted by this event. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact 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 _____ Agent's Name _____

Business Phone 831-394-2646 Policy Number _____

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.

4-26-16
Date

Jerry J. Thorne JERRY THORNE
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

RecTrac! LIVE

Page: 1 of 1

Run Date: 04/25/16
Run Time: 12:28P

Miscellaneous Income/Expense Posting Log

User: PMILLER2

Mod	Source	Source Desc	Date	Description	Type	Amount	PC	GL	Cost Cntr	User	Drwr	Action	Receipt
MS	Miscellaneous		04/25/2016	Special Event Fee July 23, 2016	I	90.00	1	103695		PMILLER2	21	New	59652
	Notes:	Seaside Parade of Champions, Inc. for July 3, 2016 Parade											
		Check # 3897	\$90.00										
MS	Miscellaneous		04/25/2016	Special Event Fee July 3, 2016	I	90.00	1	103695		PMILLER2	21	Desc Change	0
	Notes:	Seaside Parade of Champions, Inc. for July 3, 2016 Parade											
		Check # 3897	\$90.00										

TOTALS:

Total Income Posting Amount: 90.00
 Total Expense Posting Amount: 0.00
 Total Income Deleted: 0.00
 Total Expense Deleted: 0.00
 Total Income Debited (using the 'Change' button): 0.00
 Total Expense Debited (using the 'Change' button): 0.00
 Total Posting Amount: 90.00
 Note: Any line item listed as a 'Desc Change' is NOT included in these totals!



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

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
Dave Fortune, Maintenance and Utilities Superintendent

DATE: May 19, 2016

**SUBJECT: AUTHORIZATION TO PURCHASE AN AERIAL LIFT TRUCK
FROM THE CITY OF MONTEREY**

PURPOSE

The purpose of this item is for the City Council to consider purchasing an aerial lift truck from the City of Monterey; approving a budget transfer for the purchase; and entering into an equipment loan agreement with the City of Monterey.

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving a budget transfer of \$21,000 for the purchase of the aerial lift truck; approving an Equipment Loan Agreement with the City of Monterey; and authorizing the City Manager to execute the agreement.

BACKGROUND

The Maintenance and Utilities (M&U) Division is requesting to purchase an aerial lift truck from the City of Monterey. The M&U Division currently rents the aerial truck from the City of Monterey on an annual basis for the installation of holiday decorations around the city as well as for decorating the tree on the city hall lawn for the Tree Lighting Ceremony. Since January 2014, the City of Monterey has billed the City of Seaside \$15,316.23 in rental fees to rent the aerial lift truck.

The aerial lift truck is a Ford F-550 with 7.3 diesel engine with an ALTEC 37-G aerial lift bucket, the vehicle has 76,000 miles. Purchasing a brand new aerial lift truck with the same specification costs approximately \$100,000. The City of Monterey purchased this aerial lift truck new for \$74,000 in 2000 and recently spent \$18,000 to upgrade the hydraulic system within the past year. The City of Monterey vehicle/equipment fleet includes other aerial lift

trucks but determined that this truck was surplus. Should the City of Monterey need to use this piece of equipment, they would like to have an agreement in place to rent back the aerial lift truck on a as needed basis. To that end, an Equipment Loan Agreement has been drafted and stipulates the loan period, rental rate, general use requirements, and insurance requirements for the use of the aerial lift truck. This is a similar agreement the City of Seaside currently has with the City of Monterey for the rental of the aerial lift truck.

The City of Seaside intends to use the aerial lift truck to install holiday decorations, streetlight repairs & investigations, and tree trimming. Additionally the aerial lift truck and the agreement with the City of Monterey will generate revenue including for use within Ord Military Community through the BasOps contract with the Federal Government. Purchasing directly from the City of Monterey will save the City of Seaside the surcharge fees that public auctions charge which amounts to \$1,785.00.

El Nino rains began early in the Fall and have continue into late Spring. The savings in the water irrigation budget needed for irrigating landscape has been significant compared to the prior four years where the State experienced drought conditions. The savings has created a surplus of funding in the irrigation water fund which makes it possible to purchase the vehicle without having to dip into reserves.

FISCAL IMPACT

If the City Council approves the purchase of the aerial lift truck, there will be no net affect to the fiscal year 2015/16 General Fund Budget. Funding will be transferred from the Irrigation Water Budget surplus.

ATTACHMENTS

1. Equipment Loan Agreement with Monterey
2. Resolution

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

EQUIPMENT LOAN AGREEMENT

City of Seaside-Owned Ford Aerial Bucket Truck

THIS AGREEMENT is executed this 19th day of May 2016, by and between the CITY OF SEASIDE, hereinafter called "SEASIDE," and the CITY OF MONTEREY, hereinafter called "AGENCY."

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. SEASIDE hereby agrees to temporarily loan to AGENCY, the following equipment: City of Seaside-owned Ford Aerial Bucket Truck (the "Equipment"), which AGENCY shall return to SEASIDE on or before the date set forth in paragraph 2 below in original condition and with the same amount of fuel as was in the Equipment at the time of the loan. SEASIDE will conduct any repair or maintenance work required during the loan period and/or following return of the Equipment in order to restore the Equipment to its original condition; however, AGENCY shall fully reimburse SEASIDE for the cost of any such repairs, as well as for the cost of any special maintenance work needed beyond the routine maintenance costs already factored into the rental rate set forth in paragraph 3 below.
2. The loan period under this agreement shall commence on May 19, 2016 and shall end on May 19, 2021, unless the parties herein agree to an extension of the original loan period.
3. AGENCY agrees to pay and SEASIDE agrees to accept as full and fair consideration for the performance of this Agreement, a rental payment at the rate of thirty three dollars and twenty six cents (\$33.26) per hour that the Equipment is used by AGENCY during the term of the equipment loan. Compensation under this Agreement shall become due and payable 30 days after SEASIDE's approval of monthly invoices submitted by AGENCY.
4. If the Equipment is not returned or if it is damaged beyond repair while under the custody or control of AGENCY during the loan period, AGENCY agrees to pay and SEASIDE agrees to accept as full and fair consideration for the Equipment: Twenty-one thousand dollars (\$21,000) which is the list price of the Equipment as of the date of this Agreement.
5. AGENCY shall maintain Workers' Compensation insurance for the benefit of his/her employees with a minimum of \$1,000,000 per occurrence for employer's liability, and further shall maintain Automobile liability with a combined single limit of not less than \$5,000,000 per occurrence and General liability including Bodily Injury and Property Damage insurance with a combined single limit of not less than \$5,000,000 per occurrence in full force and effect during the period of performance of this Agreement. AGENCY shall name SEASIDE as an Additional Insured under the General Liability and Auto policies on a primary and non-contributing basis to any insurance or self-insurance maintained by SEASIDE. The policies shall provide for a waiver of any subrogation rights against SEASIDE. AGENCY shall provide to SEASIDE evidence of insurance, including certificates of insurance and endorsements that meet the requirements herein, and if requested by SEASIDE, copies of the insurance policies meeting the requirements. The minimum insurance requirements of this paragraph shall in no way modify or change the defense and indemnity obligations of AGENCY under this Agreement. The full limits and/or coverages of any Insurance or self-insurance policy shall not be limited by the minimum Insurance requirements under this Agreement.
6. AGENCY understands that the Equipment is loaned "as is." AGENCY assumes responsibility for any and all damage sustained to the Equipment. SEASIDE reserves the right to make repairs as necessary to return such Equipment to their pre-loan condition and to charge AGENCY the actual cost of such repair. To the fullest extent allowed by law, AGENCY hereby agrees

to defend, indemnify, and hold SEASIDE harmless from any liability, suit, cause of action, or other legal proceeding (including attorney’s fees and costs) which may be brought or claimed against SEASIDE arising out of, or in any way connected with, the operation, custody, control, or use by AGENCY of the Equipment under this Agreement. The provisions of this paragraph are not limited by, but are undertaken in addition to, the insurance obligations contained in this Agreement.

7. Either SEASIDE or AGENCY may terminate this Agreement upon ten days' written notice.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Seaside, California.

CITY OF MONTEREY

CITY OF SEASIDE

City Manager

City Manager

Date

Date

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY OF SEASIDE CITY COUNCIL

APPROVING THE PURCHASE OF THE AERIAL LIFT TRUCK FROM THE CITY OF MONTEREY FOR TWENTY ONE THOUSAND DOLLARS (\$21,000), APPROVING A BUDGET TRANSFER FOR THE PURCHASE OF THE AERIAL LIFT TRUCK, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE EQUIPMENT LOAN AGREEMENT WITH THE CITY OF MONTEREY

WHEREAS, the City has rented an aerial lift truck from the City of Monterey since 2014 for the installation of holiday decorations throughout the City; and

WHEREAS, the City of Monterey will be selling the aerial lift truck as surplus but would like to rent back on a as need basis; and

WHEREAS, the City of Seaside has the need for the aerial lift truck, can accommodate the City of Monterey's need for the occasional use of the aerial lift truck, and has drafted an equipment loan agreement for the terms of the rental; and

WHEREAS, the El Nino rains have had an impact on irrigation water needed to be purchased for landscape throughout the City; and

WHEREAS, the savings from purchasing water to irrigate has created a surplus in the account that will be used for the purchase of the aerial lift truck.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Seaside approve the purchase of the aerial lift truck from the City of Monterey for Twenty One Thousand Dollars (\$21,000), approve a budget transfer for the purchase of the aerial lift truck, authorize the city manager to execute the equipment loan agreement as attached as Exhibit A with the City of Monterey.

PASSED AND ADOPTED at a regular City Council meeting duly held on the 19th day of May, 2016 by the following vote:

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

Ralph Rubio, Mayor
City of Seaside

ATTEST:

Leslie Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: May 19, 2016

**SUBJECT: ADOPT RESOLUTION ORDERING AN ELECTION, REQUESTING
THE COUNTY ELECTIONS DEPARTMENT TO CONDUCT THE
ELECTION AND REQUESTING CONSOLIDATION OF THE
NOVEMBER 8, 2016 ELECTION**

PURPOSE

Per Elections Code Section 1002 and the Seaside Municipal Code, this item is requesting the Council authorization to call for an election on November 8, 2016, declaring two council member and one mayoral seat, to consolidate the election with the general municipal election and authorize the Monterey County Registrar of Voters to provide for election services for the election.

RECOMMENDATION

That the City Council approve a resolution calling for an election on November 8, 2016 in the City of Seaside, authorizing the consolidation with the general municipal election and requesting the County elections Department to conduct the election.

BACKGROUND

Per the Seaside Municipal Code, the City of Seaside conducts its elections every other November in conjunction with the presidential election. This year, the presidential election falls on November 8, 2016.

As required by Elections Codes 10509, 10522, 10524 and the Seaside Municipal Code, the City of Seaside must officially call for an election to be held and prepare a statement of election facts, inform the voters which elective positions are to be filled and the intent to consolidate the election with the general municipal election. Under these provisions the City of Seaside must call the General Municipal Election to be held on November 8, 2016, for the purpose of electing successors to the terms of office which will expire in November 2016. Members of the City

Council serve four (4) year terms on a two year rotating basis and the Mayor serves a two year term. In November 2016, the terms for Mayor Rubio, and Council Members Pacheco and Oglesby will expire.

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

In years past, for the ease and convenience to the registered voters within this City, and in order to take advantage of any possible reduction in election costs, it is desirable that this City election be consolidated with any other election to be held on the same day, as in years past. If approved, the Monterey County Registrar of Voters will conduct the election for the City of Seaside, as in years past. Attachment A is a resolution calling for an election on November 8, 2016 and authorizing the City to consolidate our election and contract with Monterey County Election for election services.

If the call of election is approved for the November 8, 2016 election, the Nomination period will begin on July 18, 2016 at 8:00 a.m. and will close at 5:00 p.m. on Friday, August 12, 2016. If any of the above incumbents do not file during the designated period, the nomination-filing period will be extended until 5:00 p.m., Wednesday, August 17, 2016. Information will generally be available and documents can typically be submitted to the City Clerk between the hours of 8:00 a.m. to 12 Noon and from 1:30 p.m. to 5:00 p.m. Monday through Friday.

FISCAL IMPACT

The total cost of election services are difficult to predict as the formula is based on a variety of factors, including the number of candidates, ballot measures, jurisdictions participating and the total voter turn out. Based on past election year data, staff anticipates the election costs to be approximately \$50,000 and this amount is included in the proposed 2016-2017 budget. The City will be invoiced for the actual cost of services once the election is concluded.

ATTACHMENTS

1. Draft-Resolution
2. Statement of Election Facts
3. ROV Services Agreement
4. Election Calendar

Reviewed for Submission to the
City Council by:

Meeting Date: May 19, 2016



Craig Malin, City Manager

RESOLUTION NO. 16-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**CALLING AND PROVIDING FOR A GENERAL MUNICIPAL ELECTION TO
BE HELD IN THE CITY OF SEASIDE ON TUESDAY, NOVEMBER 8, 2016;
REQUESTING THE REGISTRAR OF VOTERS TO CONDUCT ELECTION;
REQUESTING CONSOLIDATION OF ELECTION FOR CITY OF SEASIDE
EXACTLY AS IT WILL APPEAR ON THE BALLOT; AND AUTHORIZING
THE CITY MANAGER TO EXECUTE SERVICE AGREEMENT FOR THE
PROVISION OF ELECTION SERVICES BETWEEN THE CITY OF SEASIDE
AND MONTEREY COUNTY ELECTION DEPARTMENT/
REGISTRAR OF VOTERS**

WHEREAS, under the provisions of the Elections Code, the City Council of the City of Seaside must call the General Municipal Election to be held on November 8, 2016, for the purpose of electing successors to the terms of office which will expire in November 2016; and

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

WHEREAS, pursuant to Section 13307 of the Elections Code, it is incumbent upon this City Council to determine who will pay the cost of the candidate's statement and to fix the maximum number of words to be submitted; and

WHEREAS, pursuant to Elections Code Section 10002, the city shall reimburse the county in full for the services performed upon presentation of a bill to the city; and

WHEREAS, for the ease and convenience to the registered voters within this City, and in order to take advantage of any possible reduction in election costs, it is desirable that this City election be consolidated with any other election to be held on the same day.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seaside, as follows:

1. A General Municipal Election is hereby ordered and will be held in the City of Seaside on Tuesday, the 8th day of November, 2016, for the purpose of electing one (1) person to the Office of Mayor for a term of two (2) years, and two (2) persons to the Office of Council Member for the term of four (4) years each; and

2. Pursuant to Section 13307(c) for the Elections Code, the City has resolved that the candidates will pay the cost of the candidate's statement. Said statement shall not exceed 200 words in length and no other candidate materials will be allowed to be mailed pursuant to Section 13303 of the Election Code; and
3. The candidate shall submit payment made payable to the City of Seaside upon submission of the Candidate's Statement to the City Clerk; and
4. This election shall be consolidated with any other election to be held totally or partially within the boundaries of this City; and
5. The City Council hereby authorizes the official canvass to be conducted by the Registrar of Voters commencing no later than Tuesday, December, 8, 2016; and
6. The City Manager is hereby authorized to contract with the County of Monterey for the administration of part or all of the aforesaid Municipal Election by the County, and the County Registrar of Voters is authorized to bill the City, on a pro-rated basis, for any and all costs associated with the City Election, as requested on the attached Request for Elections Services.

BE IT FURTHER RESOLVED that the Monterey County Elections Department conduct the election for the following offices on the November 8, 2015 ballot:

District/Ward Trustee Area	OFFICE	INCUMBENT	TERM EXPIRATION
At Large	Mayor	Ralph Rubio	November 2016
At Large	Council Member	Ian Oglesby	November 2016
At Large	Council Member	David Pacheco	November 2016

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the ____ day of _____, ____ 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

STATEMENT OF ELECTION FACTS

FULL LEGAL NAME OF CITY AS IT SHOULD APPEAR ON ALL ELECTION DOCUMENTS:

City of Seaside _____

MAIL SHOULD BE ADDRESSED TO: Lesley Milton-Rerig TITLE: City Clerk

MAILING ADDRESS: 440 Harcourt Ave, Seaside, CA 93950 TELEPHONE: 831-899-6707
 FAX: 831-899-6227 E-MAIL: lmilton@ci.seaside.ca.us WEBSITE: www.ci.seaside.ca.us

CITY ELECTED OFFICIALS LIST

NAME	ADDRESS	CITY AND DISTRICT (If applicable)	Member was elected by: 1) ELECTION/AIL* <u>OR</u> 2) APPOINTED TO FILL A VACANCY	YEAR Term ends	Full-term = 4yrs <u>OR</u> Short-term = 2yrs	IF THE MEMBER WAS APPOINTED BY THE BOARD TO FILL A VACANCY, WHO DID THIS MEMBER REPLACE?
Ralph Rubio		Seaside	Election	2016	2	
Ian Oglesby		Seaside	Election	2016	4	
Dave Pacheco		Seaside	Election	2016	4	
Jason Campbell		Seaside	Election	2018	4	
Dennis Alexander		Seaside	Election	2018	4	

*AIL= Appointed-in-lieu of Election (filed for office and didn't go on the ballot)

Name of City Clerk/Manager: Lesley Milton-Rerig, City Clerk
Print Name

Name of Deputy City Clerk/Secretary: _____
Print Name

Check the box which applies to your city:

☐ The District boundaries have changed since the last election. Enclosed is a new map to reflect those changes.

☒ I declare that there have been no boundary changes since the 11/4/2014 election.
Election Date

The limitation on the number of words in a candidate statement will be: ☒ 200 words ☐ 400 words

The entity charged for the candidate statement sent to each voter will be the: ☐ City ☒ Candidate

/s/ Lesley Milton-Rerig
 Signature of City Clerk/Manager

5/11/2016
 Date

SERVICE AGREEMENT FOR THE PROVISION OF ELECTION

SERVICES BETWEEN _____ AND
City

MONTEREY COUNTY REGISTRAR OF VOTERS
Election Date

This Agreement, entered into this ____ day of _____ 2016, by and between

_____ and Monterey County Registrar of Voters (hereinafter referred to as
City

Registrar of Voters);

WHEREAS, it is necessary and desirable that the Registrar of Voters be retained for the
purpose of conducting an election hereinafter described for the _____
(hereinafter referred to as the City); City

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

SERVICES TO BE PERFORMED BY THE CITY:

- 1) No later than the 88th day prior to the election the City shall submit a resolution requesting the Registrar of Voters for Monterey County to conduct an election for the City on [DATE OF ELECTION], and requesting election related services of the Registrar of Voters.
- 2) The City shall publish the Notice of Election and the Notice to File Declarations of Candidacy for the offices to be voted on, and/or the Notice to File Arguments for or against any measure.
- 3) The City shall submit to the Registrar of Voters in writing the exact number of offices to be voted on and the names and ballot designations of the candidates for those offices, and/or the exact ballot wording to be voted by no later than the 88th day prior to the election, or by the 83rd day prior to the election if Elections Code §§ 10225, 10229, and 10407 are applicable.
- 4) The City shall prepare and deliver to the Registrar of Voters the Voter Guide information containing, as applicable, candidates' statements of qualifications, ballot measure, tax rate statements impartial analysis, arguments for or against and rebuttals thereto. The last day for the

Election Service Agreement
County of Monterey Registrar of Voters and
_____ City

ELECTION DATE

Page 1 of 3

submission of primary arguments (300 words) shall be no later than [DATE]. The last day for the submission of rebuttal arguments (250 words) and impartial analysis shall be no later than [DATE].

- 5) The City shall be responsible for reviewing and approving the language of the sample ballot and official ballot wording for the Candidates and Measures no later than _____ 2016.

SERVICES TO BE PERFORMED BY REGISTRAR OF VOTERS:

- 1) The Registrar of Voters shall select and contract with the sample and official ballot printer(s) on behalf of the City.
- 2) The Registrar of Voters shall prepare and deliver to the printer the official ballot information.
- 3) The Registrar of Voters shall issue, receive and process all ballots on behalf of the City matters.
- 4) The Registrar of Voters shall procure all necessary and appropriate polling place locations, hire polling place workers, and conduct the election in accordance with all applicable state, federal and local laws.
- 5) The Registrar of Voters shall prepare a Canvass of Votes Cast and submit a Certificate of Registrar of Voters to the City regarding the City matters.
- 6) The Registrar of Voters shall conduct other various and miscellaneous election activities as required including but not limited to all those required as the City's Election Official other than those described under "Services to be Performed by the City".

TERMS:

This Agreement shall be in effect for the performance of all services incident to the preparation and conduct of the election to be held on [DATE].

In the event the Registrar of Voters is unable to perform services required under this Agreement, as a result of employer/employee relation conditions, vendor conditions or other conditions beyond the control of the Registrar of Voters, the Registrar of Voters will be relieved of all obligations under this Agreement. The Registrar of Voters may terminate this agreement after giving 72 hours written notice and the Registrar of Voters will be relieved of all obligations.

This agreement can be mutually terminated upon a 30 days' advance written notice.

CONSIDERATION:

Election Service Agreement
County of Monterey Registrar of Voters and
_____ City

ELECTION DATE

Page 2 of 3

In consideration of the performance of services and supplies provided by the Registrar of Voters, the City shall pay to the Registrar of Voters a sum equal to the actual cost of such services, expenses, and supplies related to the work performed on behalf of City. In the event that this Agreement is terminated prematurely, the City shall pay to the Registrar a sum equal to the actual cost of such services performed or supplies/expenses incurred as of the effective date of the termination.

The City shall make payment within 30 days of receipt of invoice from Registrar of Voters.

CITY:

Signature: _____ Date: _____

Print Name: _____

Title: _____

COUNTY:

Signature: _____ Date: _____

Print Name: _____

Title: _____

MONTEREY COUNTY ELECTIONS

November 8, 2016

PRESIDENTIAL GENERAL ELECTION

# DAYS PRIOR	DATE	ACTION TAKEN
140	June 21, 2016	Amended Candidate Intention Statement Last day to file an amended form 501 to accept the expenditure ceiling for the General Election. Candidates running for statewide office or state Senate or state Assembly GC §§85200, 85400, 85401, 85600, 85601
131	June 30, 2016	State Initiative Measure Qualification The last day for an initiative measure to qualify for the ballot. Cal. Const. Article II, §8(c) Also, the last day for the Legislature to adopt a constitutional amendment, bond measure or other legislative measure to appear on the ballot. EC §9040
130	July 1, 2016	Consolidation of School Elections By this date the County Superintendent of Schools shall notify the governing boards of all school districts under his or her jurisdiction that a consolidated election is required to be held. Ed Code 5340, 5342
127 113	July 4, 2016 July 18, 2016	Cities Publish Election Notice Between these dates, any city that is consolidating an election will publish a Notice of Election. EC §§12101, 12111
125	July 6, 2016	Special District Resolution Calling for Election Last date for a district secretary to deliver the Notice of Election to County Elections. County Elections to have mailed packet of sample resolutions, etc. to districts at least two months prior this date. The Notice is to contain elective offices to be filled, who is to pay cost of candidates' statements and word limitation plus current map or description of district boundaries. EC§10509, 10522, 10524
123	July 8, 2016	School Resolution to Superintendent By this date the school district governing boards shall have adopted their resolutions designating the election particulars and have delivered same to the County Superintendent having jurisdiction. Ed Code 5322 Statutory deadline for schools.
120	July 11, 2016	County Superintendent to Call Election Only the County Superintendent may formally call a regular school district election and must do so by this date, delivering the resolution to County Elections regardless of whether or not he has received all resolutions from the schools under his jurisdiction. Ed Code 5324, 5325
120 90	July 11, 2016 August 10, 2016	Notice of Election Between these dates, County Elections shall publish Notice of Election (date of election, offices to be filled, where nomination papers are available, and deadline for filing required forms). Notice of central counting place may be combined. EC §§12109, 12112; GC §6061; Ed.C §5363
114	July 17, 2016	City Vacancy Last day for the remaining Council to call an election to fill a vacancy. Clerk shall immediately publish Notice of Election. EC §§12101-02; GC §36512

# DAYS PRIOR	DATE	ACTION TAKEN
113 88	July 18, 2016 August 12, 2016	Declarations of Candidacy/Nomination Papers Between these dates, eligible candidates for <u>all</u> offices may obtain and file required nomination forms, submit statement and payment. EC §§13, 100, 104, 333, 8020, 8024, 8028, 8040, 8041, 8061, 8067, 10220, 10224-10227, 10407, 10510-10516, 10602, 10705, 13107, 13307-13308, Code of Civil Procedure Section 2015.5, Govt Code 87200-87201
	August 1, 2016	Semi-Annual Campaign Statement Semi-Annual Campaign and Supplemental Independent Expenditure Statements due. GC §§84200.4(a), 84203.5
98	August 2, 2016	Change of Candidate's Ballot Designation Last day that any candidate may request in writing a different designation than used in the Primary. The request should be made to both SOS and ROV for state level candidates. The request shall be accompanied by a Ballot Designation Worksheet. Cal. Code Reg., Title 2 §20711(e); §13107(e)
88	August 12, 2016	Candidate Statement of Qualification - Runoff Election Last day for candidates in a runoff election to submit and pay for a candidate statement of qualifications to appear in the November voter guide. If a runoff election or general election occurs within 88 days of the primary or first election, the statement shall be filed with the elections official by the third day following the governing body's declaration of the results from the primary or first election. All other candidates may file a candidate statement of qualifications upon filing their Declaration of Candidacy. EC §13307(a)(2)
88	August 12, 2016	Candidate Filing Period Closes Last day for candidate whose filing period ends this day to withdraw declaration/nomination papers from the election. EC §§10224, 10510, 10603(b)
88	August 12, 2016	Last day for Local Jurisdiction to File a Measure Last day to file a resolution requesting a measure to appear on the ballot. EC § 10403
87	August 13, 2016	Public Examination Period 10-calendar day examination period begins at 8:00 a.m. for documents filed as of the 88th day prior to the election. Between these dates, any registered voter of the election jurisdiction, or the elections official, may seek a writ of mandate or injunction requiring any or all of the materials to be amended or deleted. The request shall be filed no later than the end of the 10-calendar day public examination period at 5:00 p.m. Includes resolutions, ordinances, tax rate statements, declarations, and candidate statements. EC §§9190, 9295, 9380, 9509, 13313
77	August 23, 2016	
87 83	August 13, 2016 August 17, 2016	Extended Candidate Filing Period for Declarations of Candidacy/Nomination Papers If an <u>eligible</u> incumbent does not file or fails to qualify by 5:00 p.m. candidates other than the incumbent may obtain and file all required nomination forms. EC §§ 8022, 8024
85	August 15, 2016	Withdrawal of Candidate Statement Last day for a candidate whose filing period ended on the 88th day to withdraw candidate statement. EC §13307(a)(3)

# DAYS PRIOR	DATE	ACTION TAKEN
83	August 17, 2016	Withdrawal of a Ballot Measure Last day for local jurisdiction to amend or withdraw ballot measure. EC §§9604-05 Extended candidate filing period closes (non-incumbents only) Last day for candidate who filed during extended period to withdraw declaration/nomination papers from election. EC §§8022, 8024
82	August 18, 2016	Assignment of Letters to Measures Elections official will designate letters for local measures. EC §13116
82	August 18, 2016	Random Alpha Drawing To determine order of names on ballot. EC §§13111, 13112 Last day for a candidate whose filing period ended on the 83rd day to withdraw candidate statement. EC §13307(a)(3)
81	August 19, 2016	Primary Arguments Last day to file arguments in favor of or against local ballot measures. EC §§9162-9164, 9281-9283, 9286, 9315-9316, 9501-9502, 9600-9601 City Vacancy Last day for city to file certified list of candidates, includes names and ballot designations, with the county elections office. EC §10403
80 70	August 20, 2016 August 30, 2016	Public Review Period for Measure Arguments 10-calendar day review period - begins at 8:00 a.m. for primary arguments in favor of or against local ballot measures. Between these dates, any registered voter of the election jurisdiction, or the elections official, may seek a writ of mandate or an injunction requiring any or all of the materials to be amended or deleted. The writ of mandate or injunction request shall be filed no later than the end of the 10-calendar day public examination period at 5:00 p.m. EC §§9190, 9295, 9380, 9509
71	August 29, 2016	Last Day to File Rebuttal Arguments Last day to file rebuttal arguments in favor of or against local ballot measures. Impartial Analysis regarding local ballot measures due. EC §§9160, 9280, 9313, 9314, 9500, 9163-9164, 9167, 9281-9286, 9316-9317, 9502, 9504, 9600-9601
70 60	August 30, 2016 September 9, 2016	Public Review Period for Rebuttal Arguments 10-calendar day review period - begins at 8:00 a.m. for rebuttal arguments in favor of or against local ballot measures. Between these dates, any registered voter of the election jurisdiction, or the elections official, may seek a writ of mandate or an injunction requiring any or all of the materials to be amended or deleted. The writ of mandate or injunction request shall be filed no later than the end of the 10-calendar-day public examination period. EC §§ 9190, 9295, 9380, 9509
60 7	September 9, 2016 November 1, 2016	Registered Overseas Voter Federal Election - Between these dates, a Registered Overseas Voter may apply for a Special Vote by Mail (Absentee) Ballot. EC §§3302, 3304, 3306

# DAYS PRIOR	DATE	ACTION TAKEN
57 14	September 12, 2016 October 25, 2016	Statements of Write-in Candidacy Between these dates, any qualified person may obtain and file nomination forms to be a write-in candidate for public office. Filing fee is not required. Not applicable to Voter Nominated Offices and local runoff elections. EC §§8600-8605
40 10	September 29, 2016 October 29, 2016	Counties May Begin to Mail County Voter Guide Mail pamphlets to voters which provides for local issues and polling place notification. EC §§9094(c), 13303-13304
40	September 29, 2016	First Pre-Election Statement Due Last day to file campaign statements for candidates and committees participating in the Election. GC §§84200.4(b), 84203.5 Supplemental Independent Expenditure Reports Candidates or committees making independent expenditures of \$1,000 or more in a calendar year to support or oppose a candidate or measure shall file independent expenditure reports as if it were formed or existing primarily to support or oppose the candidate or measure. GC §84203.5
29 7	October 10, 2016 November 1, 2016	Vote by Mail Ballots Between these dates, any registered voter may obtain a Vote by Mail Ballot. EC §3001
16 1	October 23, 2016 November 7, 2016	Late Contribution/Independent Expenditure Report During this time late contribution/independent expenditure reports must be filed by FAX, online, guaranteed overnight mail or delivered in person. GC §§84203, 84204 24-Hour Statement of Organization Filing Requirement – Recipient Committees & Slate Mailer Organizations. During the 16 days immediately preceding an election, any person or entity that qualifies as a recipient committee or slate mailer organization must file a Form 410 within 24 hours by fax, online, guaranteed overnight mail, or by personal delivery. GC §§84101, 84108
15	October 24, 2016	Voter Registration Closes EC §§ 2102, 2107
14 0	October 25, 2016 November 8, 2016	New Citizens Registration Period A new citizen registering to vote after the close of registration shall provide the county elections official with proof of citizenship prior to voting, and shall declare they have established residency in California. New citizens vote a regular ballot. EC §§331, 3500, 3501
12	October 27, 2016	Second Pre-Election Statement Due Last day to file campaign statements for candidates and committees participating in the Election. GC §§84200.4(b), 84203.5 Supplemental Independent Expenditure Reports Candidates or committees making independent expenditures of \$1,000 or more in a calendar year to support or oppose a candidate or measure shall file independent expenditure reports as if it were formed or existing primarily to support or oppose the candidate or measure. GC §84203.5

# DAYS PRIOR	DATE	ACTION TAKEN
12	October 27, 2016	Second Pre-Election Statement Due Last day to file campaign statements for candidates and committees participating in the Election. GC §§ 84200, 84203.5
10	October 29, 2016	Last Day for County Elections to Mail Voter Guides EC §9094(c)
7	November 1, 2016	Notice of Polling Places Last day for County to publish polling a list of polling places and poll workers on their web site. EC §§12105, 12106
0	November 8, 2016	Election Day EC §§1000, 1001, 1100, 1200, 14212 Polls open at 7 a.m. and close at 8 p.m.
3	November 11, 2016	Last day for county elections office to receive Vote by Mail Ballots in the mail that are postmarked with the election date. Ballots must be turned in to the county where the voter is registered. EC §§3017, 3020, 3311
8	November 16, 2016	Last day to correct missing signature on vote by mail envelopes
0	November 8, 2016	Official Canvass The official 30 day canvass of precinct returns is to be completed during this time.
30	December 8, 2016	EC §§15300 - 15304, 15320, 15340 - 15342, 15350, 15360
	December 6, 2016	Last day for County to certify election results EC §15372

Footnotes

EC: California Elections Code Book

GC: California Government Code Book

EdC.: California Education Code Book

* the deadline falls on a weekend or holiday and has been moved to the next business day.

All above California Code Books may be referenced online at: www.leginfo.ca.gov/calaw.html



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: May 19, 2016

SUBJECT: ADOPT RESOLUTION APPROVING A RENEWAL MEMORANDUM OF UNDERSTANDING WITH MONTEREY COUNTY BEHAVIORAL HEALTH TO PROVIDE MENTAL AND BEHAVIORAL HEALTH SERVICES TO THE GANG REDUCTION AND IMPLEMENTATION (GRIP) GRANT AND THE SEASIDE YOUTH DIVERSION PROGRAM

PURPOSE

To renew the Memorandum of Understanding with Monterey County Behavioral Health to continue to provide mental and behavioral health services for the City of Seaside's youth violence reduction efforts. There is no cost associated with this action.

RECOMMENDATION

That the City Council approve a resolution renewing the Memorandum of Understanding with Monterey County Behavioral Health from July 1, 2016 to June 30, 2017 for continuity of services.

BACKGROUND

On November 20, 2014 the Seaside City Council approved and authorized the City to participate in the Cal GRIP Program which will provide \$1,300,000 to the City over a three-year period. The Cal GRIP grant assists local community based organizations to provide prevention and intervention services to youth in our community. Monterey County Behavioral Health Department is a grant partner. The Behavioral Health youth diversion program will target first time offenders, at risk youth, run away's, and youth beginning to act out.

The Seaside GRIP program and the Youth Diversion program consists of obtaining referrals from Collaborator, assessment, individual/family/group therapy, community presentations as needed and referrals to community agencies utilizing the newly fitted "one-stop" resource center

for youth and gang violence prevention and interventions services, known as the Seaside Youth Resource Center. The program offers the evidence-based curriculum Aggression Replacement Training, and other evidence-based treatment models, depending on individual client needs.

The fiscal year 2015-2016 was the first year of the Seaside GRIP program implementation and fiscal year 2009-2010 was the first year of program implementation for the Youth Diversion Program originally with the City of Seaside Police Department. The goals of the programs are to serve at least TWENTY-FIVE (25) youth for the Seaside GRIP program and at least TWENTY-FIVE (25) for the Youth Diversion program each fiscal year.

In June of 2015 the City Council approved the initial Memorandum of Understanding with Monterey County Behavioral Health for a period from July 1, 2015 to June 30, 2016. This item is a renewal of the agreement for the contract period of July 1, 2016 to June 30, 2017, with the exception of that this agreement combines the youth diversion program and the Gang Reduction and Intervention Program (GRIP). The Cal Grip Grant funding discontinues December 2017.

FISCAL IMPACT

They City will be obligated to pay the County \$61,348.00 for the provision of County's services to the Seaside CalGrip program during the term of this MOU and in accordance with the following schedule. All costs for this agreement are reimbursed through the Cal GRIP grant agreement.

Period	FTE	Total Collaborator Maximum
Total Annual Amount FY 2016-2017	.50	FTE BehavioralHealth Therapist \$61,348.00 --1st semi-annual payment of \$30,674.00 shall beinvoiced on or about December 31, 2016. --2nd semi-annual payment of \$30,674.00 shall beinvoiced on or about June 30, 2017.

ATTACHMENTS

1. Draft Agreement

Reviewed for Submission to the
City Council by:



Meeting Date: May 19, 2016

Craig Malin, City Manager

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF MONTEREY, BY AND THROUGH THE COUNTY OF MONTEREY
HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU
AND
CITY OF SEASIDE**

**SEASIDE GANG REDUCTION, INTERVENTION AND PREVENTION AND YOUTH
DIVERSION PROGRAMS**

This Memorandum of Understanding (hereafter referred to as “MOU”) is made and entered by and between the County of Monterey, a political subdivision of the State of California by and through the Monterey County Health Department, Behavioral Health Bureau (hereafter the “County”) and City of Seaside (hereafter the “Collaborator”).

RECITALS

- A. The Seaside Gang Reduction, Intervention and Prevention Program (hereafter referred to as “Seaside GRIP”) program and the Youth Diversion (hereafter referred to as “Youth Diversion”) program is a partnership between the City of Seaside and the County to provide youth in the City of Seaside prevention and intervention services and strategies to prevent and decrease their involvement in gangs. The implementation of these programs will use funds awarded to the City of Seaside from the State of California’s Board of State and Community Corrections California Gang Reduction, Intervention and Prevention (hereafter referred to as “CalGRIP”) Program and the County’s Mental Health Services Act Prevention and Early Intervention funds (hereafter referred to as “MHSA PEI”).
- B. The Collaborator and the County will work together to reduce gang activity through the use of evidence-based prevention, intervention and suppression activities. The Seaside GRIP program and the Youth Diversion program will consist of obtaining referrals from Collaborator, assessment, individual/family/group therapy, community presentations as needed and referrals to community agencies utilizing a newly fitted “one-stop” resource center for youth and gang violence prevention and interventions services, known as the Seaside Youth Resource Center (hereafter referred to as “SYRC”).
- C. The partnership between Collaborator and County will establish a referral system network that will identify youth who are in need of youth and gang violence prevention and intervention services for both programs. Youth and their families will gain access to the programs by referral from Collaborator. The fiscal year 2015-2016 was the first year of the Seaside GRIP program implementation and fiscal year 2009-2010 was the first year of program implementation for the Youth Diversion Program originally with the City of Seaside Police Department. The goals of the programs are to serve at least TWENTY-FIVE (25) youth for the Seaside GRIP program and at least TWENTY-FIVE (25) for the Youth Diversion program each fiscal year.

The goals of the PROGRAM are to:

- Provide a wide range services to at-risk, on probation, and gang-involved youth and their families to reduce risk factors for violence and increase protective factors.
- Coordinate community resources;
- Promote healthy family environments; and
- Reduce recidivism in criminal activity by addressing emotional and psychological needs of youth through the provision of mental health early intervention services.

1. Term of MOU

Unless terminated earlier pursuant to the provisions set forth below, this MOU shall remain in full force and effect from **July 1, 2016 through June 30, 2017**.

2. Fiscal

The County and Collaborator will use a mixture of funds from the CalGRIP grant, MHSA PEI, Medi-Cal revenue, and realignment funding for case management, individual, group and family therapy services to be provided by a 1.0 Full Time Equivalent (“FTE”) County Psychiatric Social Worker (“Behavioral Health Therapist”), .20 FTE County Service Manager and .20 FTE County Unit Supervisor. The Collaborator’s financial obligation to the County shall be fulfilled through payments from their CalGRIP grant to the County described in Section 7(a) of this MOU. Funding by the County and Collaborator for the program is as follows:

FTE Total	Cost	MHSA/Medi-Cal Billing	Realignment Funding	CALGRIP (Collaborator)
.50 FTE Behavioral Health Therapist (Youth Diversion Program)	\$67,763.00	\$67,763.00	\$0.00	\$0.00
.50 FTE Behavioral Health Therapist (Seaside GRIP Program)	\$67,763.00	\$0.00	\$6,415.00	\$61,348.00
.20 FTE County Service Manager	\$40,563.00	\$35,666.00	\$4,897.00	\$0.00
.20 FTE County Unit Supervisor	\$30,733.00	\$29,736.00	\$997.00	\$0.00
Total Maximum Liability	\$206,822.00	\$133,165.00	\$12,309.00	\$61,348.00

**The County retains the right to adjust the County funding sources as may be required.*

TOTAL BUDGET FY 2016-17	
PROGRAM FTE TOTAL	TOTAL PROGRAM COST
1.0 FTE Behavioral Health Therapist, .20 FTE County Services Manager, .20 FTE County Unit Supervisor	\$206,822.00

3. Role of the Collaborator:

a. The Collaborator shall provide a dedicated and confidential room within the SYRC that is large enough to accommodate three to four people. The room shall be furnished with a desk, chairs, locking file cabinet, and telephone. The room shall be able to accommodate confidential individual therapy, family therapy, and consultation with parents. The room shall be made available at times designated in a schedule of hours to be established by the County and Collaborator. The schedule established pursuant to this MOU shall include professional development time for the County's Behavioral Health Therapist, Service Manager and Unit Supervisor.

b. The Collaborator shall identify and refer at-risk youth ages seventeen (17) and under (at the time of the referral) in need of an assessment to the Behavioral Health Therapist while adhering to the confidentiality rules and regulations, refer to Section c., below.

c. The Collaborator shall enforce all confidentiality rules and regulations. Collaborator shall be responsible for informing and obtaining the written consent from the youth's parent or guardian for a **referral** to the programs for a mental health assessment (Exhibit D

4. Role of the County:

a. The County shall assign to the Collaborator a .50 FTE Behavioral Health Therapist to the Seaside GRIP program and a .50 FTE Behavioral Health Therapist to the Youth Diversion program, a .20 FTE County Services Manager and a .20 FTE County Health Unit Supervisor for the provision of mental health services for at-risk youth.

b. The Behavioral Health Therapist shall report to the Collaborator's site five (5) days a week providing forty (40) hours per week at site; unless ill, away from the office or in training. The County Service Manager and Supervisor shall provide a total of 20 hours each per month.

c. In the event of any change in scheduling, staff, or procedures, the County shall notify the Collaborator within three (3) business days.

d. The Behavioral Health Therapist, Behavioral County Service Manager and the County Unit Supervisor shall participate in briefings or other meetings at the assigned Collaborator's site, as appropriate.

e. The County Unit Supervisor shall provide administrative control and oversight of the delivery of mental health services by the Behavioral Health Therapist(s).

f. The County Service Manager shall attend SYRC meetings, accept referrals, triage cases and provide clinical oversight of the County Services Supervisor.

g. The Behavioral Health Therapist shall be available to Collaborator as needed for training and consultation to assist Collaborator to be responsive to the special needs of the referred youth.

h. The Behavioral Health Therapist will explain and obtain parental/guardianship signatures on all County required consent forms for services provided through the Program at the time of the assessment appointment with the parent or guardian. The Behavioral Health Therapist shall be responsible for obtaining the necessary County-approved consent and release of information forms to be shared with other agencies or professionals as needed or agreed to by the parties (Exhibit D).

i. The County shall monitor the overall status of the Seaside GRIP and Youth Diversion program activities conducted at Collaborator's Site to ensure efficient and effective implementation of services rendered by the County.

j. The County shall provide the Collaborator data relating to this MOU available to the Collaborator upon seventy-two (72) hours advance written notice in accordance with the specifications or any modifications thereof and in compliance with the law.

k. The County shall retain all data related to the Seaside GRIP and Youth Diversion programs at the County for such period as required by law set forth in Section 8(a) of this MOU.

5. Exhibits

The following attached exhibits are incorporated herein by reference and constitute a part of this Memorandum of Understanding:

EXHIBIT A: CONFIDENTIALITY OF PATIENT INFORMATION

EXHIBIT B: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY

EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT

EXHIBIT D: CONSENT FORMS

6. Personnel

The County assumes full responsibility for the actions of staff while performing services pursuant to this MOU and shall be solely responsible for the supervision, daily directions, and control of such matters. The County shall pay all salaries and expenses owed to the County staff assigned for the Collaborator pursuant to this MOU. The Collaborator's only financial obligation shall be the payments to the County described in Section 7(a) of this MOU.

The remaining of this page is intentionally blank.

7. Payment Provisions

a. Subject to the limitations set forth herein, Collaborator shall pay the County **\$61,348.00** for the provision of County's services to the Seaside CalGrip program during the term of this MOU and in accordance with the following schedule:

Period	FTE Total	Collaborator Maximum Total Annual Amount
FY 2016-2017	.50 FTE Behavioral Health Therapist	\$61,348.00 --1 st semi-annual payment of \$30,674.00 shall be invoiced on or about December 31, 2016. --2 nd semi-annual payment of \$30,674.00 shall be invoiced on or about June 30, 2017.

b. The County shall prepare and submit its invoice for the requested amount, as described in Section 7(a) above, along with such other information pertinent to the invoice, and submit to the Collaborator at the following address:

City of Seaside
Attn: Youth Prevention Manager
440 Harcourt Avenue
Seaside, CA 93955

Collaborator shall pay the County's invoice in the requested amount within 30 days of receiving the County's invoice.

c. If for any reasons this MOU is terminated, the Collaborator's maximum liability shall be the total utilization to the date of termination not to exceed the maximum amount listed above.

d. Subject to the limitations set forth herein, the County shall provide additional funds from MHSA PEI funds, Medi-cal billing revenue and realignment funding for the provision of the County's services during the term of the MOU for funding not covered by the Collaborator's allotment per Section 7(a) of this MOU.

8. Maintenance and Confidentiality of Patient Information

a. The County shall maintain clinical records for each recipient of service in compliance with all state and federal requirements. Such records shall include a description of all services provided by the County in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes. The County shall retain clinical records for a minimum of seven (7) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than seven years.

b. Collaborator shall comply with the confidentiality and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requirements set forth in Exhibits A and C of this MOU and incorporated by reference as if fully set forth herein.

9. Modification

This MOU may be revised at any time with thirty (30) days written notice provided by any partner to the other partner, and upon mutual MOU of all the partners. Any revisions/amendments must be signed by all partners and attached to the original MOU.

10. Termination

The County or Collaborator may cancel this MOU at any time upon thirty (30) calendar days' written notice. In addition, if the Collaborator defaults performance of the work under this MOU, the County may immediately terminate this MOU by written notice to Collaborator.

11. Assignment

This MOU may not be assigned without the prior written consent of the County.

12. General Provisions

- a. All work described herein shall be performed in accordance with applicable Federal, State and local laws and regulations.
- b. There shall be no discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual orientation, or disability.
- c. Collaborator shall act as independent Collaborator in the performance of the duties hereunder, and no officer, employee or agent of Collaborator employed under this MOU shall be deemed to be an officer, employee or agent of the County in carrying out the duties of this MOU. Nothing in this MOU shall create any of the rights, powers, privileges or immunities of an employee of the County.

13. Termination due to Cessation of the MHSA PEI Program Funding

County shall have the right to terminate this MOU upon three (3) days' written notice in the event that the receipt of funds by County is reduced, suspended or terminated for any reason.

14. Mutual Indemnification

a. The Collaborator shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this MOU by Collaborator and/or its agents, employees or other collaborators, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this MOU to provide the broadest possible coverage for the County. The Collaborator shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Collaborator is obligated to indemnify, defend and hold harmless the County under this MOU.

b. County shall indemnify, defend, and hold harmless Collaborator, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this MOU by the County and/or its agents, employees or other collaborators, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the Collaborator. It is the intent of the parties to this MOU to provide the broadest possible coverage for the Collaborator. The County shall reimburse the Collaborator for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the Collaborator under this MOU.

15. Insurance

a. Insurance Coverage Requirements. Without limiting Collaborator's duty to indemnify, Collaborator shall maintain in effect throughout the term of this MOU a policy or policies of insurance with the following minimum limits of liability:

1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, 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. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this MOU, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

3. Workers Compensation Insurance, if Collaborator employs others in the performance of this MOU, 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.

4. Professional Liability Insurance, if required for the professional service being profession regulated by the California Business and Professional Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the Collaborator shall, upon the expiration or earlier termination of this MOU, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this MOU.

b. Other Insurance Requirements. All insurance required by this MOU shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this MOU,

all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date Collaborator completes its performance of services under this MOU.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Collaborator and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this MOU, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Prior to the execution of this MOU by the County, Collaborator shall file certificates of insurance with the County's contract administrator and the County's Contracts/Purchasing Division, showing that the Collaborator has in effect the insurance required by this MOU. The Collaborator shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this MOU, which shall continue in full force and effect.

Collaborator shall at all times during the term of this MOU maintain in force the insurance coverage required under this MOU and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify Collaborator and Collaborator shall have five calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by Collaborator to maintain such insurance is a default of this MOU, which entitles County, at its sole discretion, to terminate this MOU immediately.

16. Cultural Competency and Linguistic Accessibility

a. The County shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by the Department of Health Care Services' regulations and policies and other applicable laws. Cultural competency is defined as congruent set of practice skills behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this MOU in cross-cultural situations. Specifically, the County's provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

b. The Collaborator shall provide linguistically accessible services to assure access to services by all eligible individuals as required by Department of Health Care Service's regulations and policies and other applicable laws. Specifically, the Collaborator shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

c. For the purposes of this section, “access” is defined as the availability of medically necessary mental health services in a manner that promotes, provides the opportunity for and facilitates their use.

17. Notices

Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party’s address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Collaborator, to:
City of Seaside
440 Harcourt Avenue, Seaside, CA 93955
Attn: Youth Prevention Manager
Tel: 831-899-6745
Fax: 831-899-6227

If to the County, to:
Monterey County Health Department,
1270 Natividad Road, Salinas, CA 93906
Attn: Elsa Jimenez, Interim Health
Director
Tel: 831- 755-4526
Fax: 831-755-4797

This MOU constitutes the entire MOU between the parties and supersedes all previous communications, representations or MOUs regarding this subject, whether written, or oral, between the parties.

Consent to the terms of this MOU is indicated by the authorized signatures affixed and dated on the following page.

The remaining of this page is intentionally blank.

IN WITNESS WHEREOF, COUNTY and COLLABORATOR have executed this MOU as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Elsa Jimenez, Interim Director of Health
Date: _____

Approved as to Form

By: _____
Stacy L. Saetta, Deputy County Counsel
Date: _____

Approved as to Fiscal Provisions

By: _____
Gary Giboney, Auditor-Controller
Date: _____

Approved as to Liability Provisions

By: _____
Steven F. Mauck, Risk Management
Date: _____

**COLLABORATOR
CITY OF SEASIDE**

Collaborator's Business Name*
By: _____
(Signature of Chair, President, or Vice-President)*

Craig Malin, City Manager
Name and Title
Date: _____

By: _____
(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)*

Name and Title
Date: _____

*INSTRUCTIONS: If COLLABORATOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If COLLABORATOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this MOU on behalf of the partnership. If COLLABORATOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the MOU.

EXHIBIT A: CONFIDENTIALITY OF PATIENT INFORMATION

Confidentiality of Patient Information and Records. All patient information and records are confidential. COLLABORATOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq.*, 14100.2, and 10850, *et seq.*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 *et seq.*

“Patient information” or “confidential information” includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, “patient information” or “confidential information” includes all information COLLABORATOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by COLLABORATOR from access to records and from contact with patients/recipients of service and complainants shall be used by COLLABORATOR only in connection with its performance under this MOU. COLLABORATOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, COLLABORATOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. COLLABORATOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of \$10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. COLLABORATOR understands that persons providing services under this MOU may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. COLLABORATOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the COLLABORATOR named below, I certify acceptance and understanding for myself and the COLLABORATOR of the above confidentiality provisions.

	CITY OF SEASIDE
	Business Name of Collaborator
	Craig Malin, City Manager
_____ Signature of Authorized Representative	_____ Name of Authorized Representative (printed)
_____ Date	_____ Title of Authorized Representative

EXHIBIT B: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Culturally Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.

- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Trique and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

“Cultural Competence” is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

“Cultural Competence” is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.

(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.

(Randall David, 1994)

COLLABORATOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County's Health Department – Behavioral Health's Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog,

Vietnamese, Oaxacan, Trique, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.
3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond in an appropriate and respectful manner.
4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.
5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).
6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.
7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.
8. Ensure that 100% of staff, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. COLLABORATOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the COLLABORATOR named below, I certify acceptance and understanding for myself and the COLLABORATOR of the above provisions.

	<u>CITY OF SEASIDE</u>
	Contractor (Organization Name)
<u>Signature of Authorized Representative</u>	<u>Craig Malin</u>
	Name of Authorized Representative (printed)
<u>Date</u>	<u>City Manager, City of Seaside</u>
	Title of Authorized Representative

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EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT

This Business Associate MOU (“MOU”), effective **July 1, 2016** (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and **City of Seaside** (“Business Associate”) (each a “Party” and collectively the “Parties”).

Business Associate provides certain services for Covered Entity (“Services”) that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity (“PHI”). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the “Security Rule”), under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (“HITECH”). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 et. seq. apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 et seq. (“CMIA”), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”). This MOU sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. DEFINITIONS

All capitalized terms used in this MOU but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate MOUs set forth in 45 C.F.R. § 164.504(e), exceed the minimum

necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

(b) disclose PHI for the purposes authorized by this MOU only: (i) to its employees, subcontractors and agents; (ii) as directed by this MOU; or (iii) as otherwise permitted by the terms of this MOU;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law , or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this MOU for further use or disclosure only to the extent such de-identification is pursuant to this MOU, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this MOU or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this MOU of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an MOU with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which MOU such subcontractors and agents agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this MOU;

(e) make available all internal practices, records, books, MOUs, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this MOU, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to

assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this MOU relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. TERMS AND TERMINATION

4.1 Term. This MOU shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this MOU shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this MOU and any related MOUs if the terminating Party determines in good faith that the terminated Party has breached a material term of this MOU; provided, however, that no Party may terminate this MOU if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This MOU shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this MOU for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this MOU to any PHI retained after the termination of this MOU until such time as the PHI is returned to Covered Entity or destroyed.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this MOU until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this MOU, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This MOU may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this MOU to give effect to the revised obligations. Further, no provision of this MOU shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this MOU is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:
City of Seaside
440 Harcourt Avenue, Seaside, CA 93955
Attn: Youth Prevention Manager
Tel: (831) 899-6745
Fax: (831) 899-6227

If to Covered Entity, to:
Monterey County Health Department/Behavioral Health Bureau
1270 Natividad Road, Salinas, CA 93906
Attn: Elsa Jimenez, Monterey County Interim Health Director
Tel: (831) 755-4500
Fax: (831) 755-4797

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This MOU may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This MOU shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this MOU shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any

indemnification provision in any related or other MOU between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this MOU to be duly executed in its name and on its behalf as of the Effective Date.

**COUNTY OF MONTEREY, ON BEHALF OF
THE HEALTH DEPARTMENT**

[BUSINESS ASSOCIATE]

CITY OF SEASIDE

By: _____

By: _____

Print Name: Elsa Jimenez

Print Name: Craig Malin

Print Title: Interim Director of Health

Print Title: City Manager

Date: _____

Date: _____

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EXHIBIT D: CONSENT FORMS



Monterey County Behavioral Health

Authorization for Use, Exchange, and/or Disclosure of Confidential Behavioral Health Information

Completion of this document authorizes the use or release of confidential behavioral health information about you or your child. It is important that you complete this Authorization if you wish to authorize Monterey County Behavioral Health to use, disclose, or exchange confidential health information about you or your child.

I _____ hereby authorize
(name of client or client's representative)

- ☐ My or my child's Monterey County Behavioral Health mental health provider
- ☐ My or my child's alcohol/other drug providers in the Monterey County Behavioral Health Alcohol and Other Drug Programs

to disclose confidential information about me/my child to the following person/entity:

(name of person/entity)

for the following purpose(s): _____

I specifically authorize the use, exchange or disclosure of the following information:

- ☐ All health information pertaining to my or my child's medical history, mental or physical condition, assessment, and treatment received, including:
 - ☐ Mental health information
 - ☐ HIV test results
 - ☐ Alcohol/drug treatment information

EXHIBIT D: CONSENT FORMS – CONTINUED

☐ This authorization expires 90 days after my or my child's treatment ends or when there is no longer any need for access by Monterey County Behavioral Health treatment program providers, whichever is sooner.

OR

☐ This authorization expires on (insert date or event):_____.

I may refuse to sign this Authorization. My refusal may affect my or my child's ability to receive services from Monterey County Behavioral Health but will not affect my or my child's ability to receive individual services provided by other County healthcare programs for which I or my child may qualify.

I may inspect or obtain a copy of the health information that I am being asked to allow the use or disclosure of.

I may revoke this authorization at any time either in writing or by verbally informing my Monterey County Behavioral Health service provider. My revocation will take effect upon receipt, except to the extent others have acted in reliance on this Authorization.

I have a right to receive a copy of this authorization.

Information used, exchanged and disclosed pursuant to this authorization will not be redisclosed by any user or recipient except as required or permitted by law.

Date:_____

Time:_____

Signature:_____
(name of client/representative)

If signed by someone other than the client please indicate relationship:_____

Witness:_____



Monterey County Behavioral Health

Authorization for Use, Exchange, and/or Disclosure of Confidential Behavioral Health Information for Multi-Disciplinary Teams

Completion of this document authorizes the use or release of confidential behavioral health information about you or your child. It is important that you complete this Authorization if you wish to authorize Monterey County Behavioral Health to use, disclose, or exchange confidential health information about you or your child.

I _____ hereby authorize
(name of client or client's representative)

- ☐ My or my child's Monterey County Behavioral Health mental health provider(s)
- ☐ My or my child's alcohol/other drug provider(s) in the Monterey County Behavioral Health Alcohol and Other Drugs Programs
- ☐ Staff from the Monterey County Department of Probation involved in providing services to me/my child
- ☐ Staff from the Monterey County Department of Social Services involved in providing services to me/my child
- ☐ My child's school Individualized Education Plan Team
- ☐ _____
(Monterey County Multi-Disciplinary Team providing services to me/my child)
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

to use, exchange, or disclose confidential information about me for the following purpose(s):

- ☐ To evaluate my/my child's need for behavioral or other health services;
- ☐ To provide and coordinate the services that are provided to me/my child by a Monterey County Multi-Disciplinary Team;
- ☐ To evaluate my/my child's participation and progress in a Monterey County Multi-Disciplinary Program
- ☐ Other: _____

EXHIBIT D: CONSENT FORMS – CONTINUED

I specifically authorize the use, exchange or disclosure of the following information:

- ☐ All health information pertaining to my medical history, mental or physical condition, assessment, and treatment received, including:
 - ☐ Mental health information
 - ☐ HIV test results
 - ☐ Alcohol/drug treatment information
- ☐ This authorization expires 90 days after my or my child's treatment ends or when there is no longer any need for access by Monterey County Behavioral Health treatment program providers, whichever is sooner.

OR

- ☐ This authorization expires on (insert date or event):_____.

I may refuse to sign this Authorization. My refusal may affect my or my child's ability to receive services from Monterey County Behavioral Health and multi-disciplinary program(s) Monterey County Behavioral Health participates in but will not affect my or my child's ability to receive individual services provided by other County healthcare programs for which I or my child may qualify.

I may inspect or obtain a copy of the health information that I am being asked to allow the use or disclosure of.

I may revoke this authorization at any time either in writing or by verbally informing my Monterey County Behavioral Health service provider. My revocation will take effect upon receipt, except to the extent others have acted in reliance on this Authorization.

I have a right to receive a copy of this authorization.

Information used, exchanged and disclosed pursuant to this authorization will not be redisclosed by any user or recipient except as required or permitted by law.

Date:_____

Time:_____

Signature:_____

(name of client/representative)

If signed by someone other than the client please indicate relationship:_____

Witness:_____



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.I.

TO: City Council

FROM: Craig Malin, City Manager

BY: Diana Ingersoll, Deputy City Manager Resource Management Services

DATE: May 19, 2016

SUBJECT: CONSIDERATION OF A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT AGREEMENT WITH CSG CONSULTANTS, INC. TO INCLUDE BUILDING AND CODE ENFORCEMENT SERVICES AND TO INCREASE THE NOT TO EXCEED CONTRACT AMOUNT BY \$48,320.00

PURPOSE

The purpose of this item is for the City Council to consider a Second Amendment to the Professional Services Agreement (PSA) between the City of Seaside and CSG Consultants, Inc. (CSG) to provide Building Official services, code enforcement services, building inspection and plan review services to the Building and Code Enforcement Division. This amendment will also require consideration of authorizing the Finance Division to transfer \$48,320 from salary savings for this contract.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing the City Manager to execute a second Amendment to the PSA with CSG, Inc. adding \$48,320 to not exceed an amount of the contract total and authorize a transfer of \$48,320 from salary savings.

BACKGROUND

On June 18, 2015, the City of Seaside entered into a PSA with CSG, Inc. 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 resulted in exceeding the maximum as indicated in the contract. CSG requested an amendment to their existing contract for additional funds in the amount of \$90,625 due to the vacancy of the code enforcement officer position since August 2015. This first amendment was approved by the City Council on March 17, 2016.

Due to the retirement of Building Official Mark McClain and the needed training for the new Code Enforcement Officer who starts on May 23, 2016, staff is requesting a second amendment

to the existing contract. CSG has provided a proposed scope of work and contract amount for this amendment for services to be provided for the remainder of this fiscal year. (see attached letter).

CSG will be providing the following: Building Inspection services of 4 hours on Mondays, Wednesdays and Fridays; Building Official Administrative Support and In-house Plan Review of 16 hours per week on Tuesdays and Thursdays; and code enforcement services daily. These additional services will be through June 30, 2016. The cost for these services is not to exceed \$48,320 for building inspection, plan review and code enforcement services for fiscal year 2016-2017."The sum of the amended amount will be transferred from General Fund account 7410 for Personnel Services in the amount of \$36,000 and from General Fund accounts 7210 and 7220 for Personnel Services in the amount of \$12,320.

FISCAL IMPACT

The second amendment to the PSA contract amount will be transferred from General Fund account 7410 for Personnel Services in the amount of \$36,000 and from General Fund accounts 7210 and 7220 for Personnel Services and miscellaneous accounts in the amount of \$12,320. Approval of this item authorizes the Finance Division to amend the FY 15-16 budget to reflect these changes.

ATTACHMENTS

1. Attachment 1 - 2nd Amendment to CSG, Inc. PSA
 2. Exhibit "A": Draft Resolution
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



May 9, 2016

Diana Agar Ingersoll, PE
Deputy City Manager
City of Seaside
440 Harcourt Ave.
Seaside, CA 93955

Dear Ms. Ingersoll,

On May 5, 2016, CSG Consultants, Inc. ("CSG") received your request to provide additional Building and Code Enforcement Services for the City of Seaside ("City"). This letter serves as a request for an amendment to CSG's existing Building Services Agreement with the City to include the aforementioned Building and Code Enforcement Services through June 30, 2016. Details regarding this amendment request are provided below.

Scope of Work

CSG has provided Professional Building Services to the City for many years and Professional Code Enforcement Services since August 2015. Due to the retirement of Building Official Mark McClain, the City has requested for additional Building Inspection services of 4 hours per week on Mondays, and Administrative Support and In-house Plan Review Services of 16 hours per week on Tuesdays and Thursdays. Complex projects would continue to be reviewed by CSG's Professional Plan Checkers through the Foster City office. The request for Code Enforcement Services is for 40 hours per week to provide code enforcement work and training for the City's new Code Enforcement Officer.

Rate and Compensation

CSG's original Agreement with the City for Building Department Services ("Contract Agreement with CSG for Fiscal Year 2015-2016 Plan Review and Building Services") was entered into on June 18, 2015, with a total not to exceed amount of \$50,000 for Building Services only. The Agreement was amended to increase the compensation by \$90,625 and to include Code Enforcement Services, with a total not to exceed amount of \$140,625.

CSG is proposing to provide the additional services at the current rate of \$90/hour for Building Services and \$95/hour for Code Enforcement Services. The estimated budget for the additional Building and Code Enforcement Services is \$48,320 through June 30, 2016. CSG is requesting for the City to amend the existing Building Services Agreement to include the additional Building and Code Enforcement Services described herein, and revise the total not to exceed amount to \$188,945 for combined Building and Code Enforcement Services.

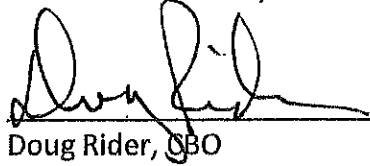
May 9, 2016
Diana Agar Ingersoll, PE
Deputy City Manager
City of Seaside
Page 2

Authorization

If these terms are acceptable in their current form, please sign below to signify acceptance.
Should you have any questions or concerns, please contact me at 650-333-0852 or John
LaTorra, Regional Manager, at 650-208-4264.

Sincerely,

CSG CONSULTANTS, INC.



Doug Rider, SBO
Building Services Manager

Accepted,

CITY OF SEASIDE

Diana Agar Ingersoll, PE
Deputy City Manager

Date

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS AND AUTHORIZING FUND TRANSFER IN THE AMOUNT OF 48,320.00 FOR BUILDING AND CODE ENFORCEMENT SERVICES FOR FISCAL YEAR 2015-2016.

WHEREAS, due to the retirement of the Building Official and the current vacancy of the code enforcement officer position, additional services are needed from CSG Consultants, INC. (CSG); 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, the City Manager executed a first amendment to the Professional Services Agreement with CSG Consultants as approved by the City Council on March 17, 2016; and

WHEREAS, CSG will provide additional services thru the fiscal year for a contract amount of Forty Eight Thousand Three Hundred and Twenty Dollars (\$48,320.00); and

WHEREAS, the funds will be transferred from Personnel Services General Fund 7410 un-used funds amount of \$36,000 and the amount of \$12,320 will be funds transferred from Salaries and miscellaneous accounts General Fund 7210 and 7220 with no negative fiscal impact.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to execute a Second Amendment to the Professional Services Agreement with CSG to increase the Professional Services Agreement amount by Forty Eight Thousand Three Hundred and Twenty dollars (\$48,320.00) for the purpose of providing building and code enforcement services for the 2015-2016 fiscal year and authorize Finance Division to amend FY 15-16 budget to reflect these changes to fund the contract.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of May 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.: 9.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
Rick Medina, Senior Planner

DATE: May 19, 2016

SUBJECT: **PUBLIC HEARING TO CONSIDER PROPOSED TEXT
AMENDMENTS TO CHAPTER 10.04 AND CHAPTER 10.32 OF THE
SEASIDE MUNICIPAL CODE TO PROHIBIT THE PARKING OF
RECREATIONAL VEHICLES, TRAILERS, AND PROHIBITED
VEHICLES ON CITY STREETS, ALLEYS, PUBLIC RIGHT-OF-
WAYS, AND PUBLICLY OWNED PARKING LOTS.
(SECOND READING – ROLL CALL VOTE).**

PURPOSE

In accordance with Section 17.74.040.A of the Seaside Municipal Code (SMC), the purpose of this item is to have the City Council approve the proposed text amendments to Chapter 10 prohibiting the on street parking of recreational vehicles, trailers, and prohibited vehicles as defined in the Draft Ordinance. At the April 21, 2016 City Council meeting, the council approved the first reading.

RECOMMENDATION

It is recommended that the City Council approve the second reading of the proposed text amendment to the Seaside Municipal Code and adopt the ordinance as presented.

BACKGROUND

In 2009, the City of Seaside retained DKS and Associates to perform a citywide parking study and implementation plan. This plan was developed based upon the need to obtain a comprehensive assessment of existing parking conditions citywide and develop alternative parking restrictions on certain vehicles (e.g. recreational vehicles, trailers, boats, large commercial vehicles) as well as a program for enforcement. On November 4, 2010, the City Council accepted the Citywide Parking Study and Implementation Plan (Study) and directed

City to return with prioritized recommendations to improve the availability of on-street parking and reduce parking conflicts within residential and commercial neighborhoods.

On November 21, 2013, the City Council took its first step toward regulating on-street parking restrictions with the adoption of Ordinance No. 1010, which prohibited on-street parking of unhitched trailers, campers, and boats by amending the text of Chapter 10.04 and Chapter 10.32 of the SMC as follows:

1. Added new Section 10.32.101 to prohibit the parking of unhitched trailers, campers; and boats upon any City street, alley, public right-of-way, or publicly owned parking lot in any Zoning District Citywide except as permitted by construction related activity landscape businesses with valid business licenses; and
2. Added new Section 10.04.056 to provide a definition of an unhitched trailer, camper, and boat when located on a City street, alley, public right-of-way, or publicly owned parking lot.

Since the implementation of Ordinance No. 1010, city staff has continued to receive comments and complaints from the public on the parking of all types of recreational vehicles, trailers, campers, boats and large commercial vehicles, hitched or unhitched.

The Traffic Advisory Committee (TAC) met on several occasions in 2015 to evaluate the parking and safety issues associated with these vehicles and to determine if additional regulations should be considered to further regulate the on street parking of recreational vehicles, trailers, campers, boats and large commercial vehicles. In response to the complaints the TAC was presented with the following amended language to Chapter 10:

1. Amending Chapter 10.32 to modify Section 10.32.101 that would prohibit the parking of recreational vehicles, trailers, and prohibited vehicles upon any City street, alley, public right-of-way, or publicly owned parking lot in any Zoning District Citywide except as follows:
 - a. Permitted by “construction related activity” or any landscape business in the vicinity between the hours of 7 am and 5 pm daily. For the purpose of this section, the term “construction related activity” includes any active loading and unloading of construction material for the purpose of construction work or landscape maintenance, in accordance with valid development permit (e.g. use permit, encroachment permit, building permit). For landscape businesses or independent contractors to be exempt, a copy of a valid City Business License must be attached to the unhitched trailer.
 - b. Trucks with sideboards extending above the cab will be permitted to park not longer than 24 hours.
 - c. If the registered owner of a recreational vehicle is a resident of a residence on the public street where the trailer, boat or recreational vehicle is parked for the purpose of loading, unloading, cleaning, or other activity preparatory or incident to travel.

d. One vehicle not exceeding a gross vehicle weight rating (GVWR) of five tons which is owned and operated by a water, gas, electric, or telephone public utility and used for emergency service to prevent injury or hazard to the general public may be parked in a residential district. One light-duty class A tow truck with a manufacturer's gross vehicle weight rating (GVWR) of ten thousand to nineteen thousand five hundred pounds, and used for emergency service to prevent injury or hazard to the general public may be parked in a residential district. Such tow trucks must be registered with a city, county, or state agency to provide emergency towing services.

After three parking violations, the trailer, recreational vehicle, or prohibited vehicle is subject to being towed at the owner's expense.

2. Amending Chapter 10 to add new Section 10.04.056 that would provide a definition of Trailer; add new Section 10.04.057 to add definition of Recreational Vehicles; and add new Section 10.04.058 to add definition of Prohibited Vehicles.

On November 17, 2015, the TAC recommended, based on the committee's review and the acceptance of public comment on the proposed Ordinance language, that the City should proceed with presenting an Ordinance for the City Council's consideration to prohibit the parking of recreational vehicles, trailers and defined prohibited vehicles on city streets as outlined above.

On December 3, 2015, the City Council reviewed the public record related to the TAC's recommendations on the proposed Text Amendments and directed City staff to move forward with the preparation of an Initial Study to evaluate the environmental issues associated with the text amendments; and to have the Planning Commission provide its recommendation to the City Council on the adoption of an Ordinance for the proposed Text Amendments.

On February 24, 2016, the Planning Commission held a duly noticed public hearing to consider the adopted of the text amendments described under the Draft Ordinance, attachment 3. Following the closure of the public hearing, the Planning Commission adopted Resolution No. 16-03 recommending approval of this Ordinance to the City Council.

On April 21, 2016, the City Council approved the Negative Declaration and acted to adopt the first reading of the Ordinance. The Council directed staff to return at the 2nd Reading and incorporate text revisions to exempt residents/property owners who are using a trailer or prohibited vehicle for the purposes of moving and/or hauling. The proposed text will fall under the exemptions as follows:

A trailer and/or prohibited vehicle within a residential zone shall be limited to a maximum of forty-eight hours in a seven day period for the purpose of actively loading and unloading by the property owner or occupant of a dwelling or apartment.

STAFF ANALYSIS

The on-street parking of recreational vehicles, trailers, and large commercial vehicles on city streets, alleys, and city owned parking lots has been an ongoing topic of concern since 2009 with respect to the following issues:

1. Reduction in on-street parking these vehicles present for standard passenger vehicles; and
2. Intrusion of these vehicles, specifically large commercial vehicles, within residential neighborhoods resulting in visual blight; and
3. Creation of public safety hazards the parking of these vehicles cause as it relates to the lack of adequate visibility of other motor vehicles and pedestrians and bicyclists.

The adoption of the proposed text amendments would also serve to enhance the visual character and quality of life within the community and serve to provide a safe, livable environment for both the citizens of Seaside and its visitors alike. The proposed text amendments are provided in the Draft Ordinance.

ENVIRONMENTAL REVIEW

Pursuant to the requirements of the California Environmental Quality Act Section 21000 et seq. and State CEQA Guidelines Section 15070 through 15075, the City of Seaside has prepared an Initial Study and Negative Declaration for the proposed text amendments to the Seaside Municipal Code. The Initial Study/Negative Declaration has been circulated for a 20-day public review period beginning on Thursday, January 28, 2016 and ending on Tuesday, February 16, 2016. A copy of the Negative Declaration/Initial Study is provided as Attachment 1 to Exhibit "A". During the public review period, the City received one public comment from Ms. Veronica Ripley, American Civils Liberty Union Boardmember. Ms. Ripley's spoke in objection to the proposed amendment stating the proposed amendment language is vague and further punishes the already disenfranchised homeless population of Seaside. The Planning Commission recommended that the City Council proceed with adoption of the Negative Declaration as proposed.

Based on the analysis of the environmental checklist contained within the Initial Study, it has been determined that the proposed text amendments would not result in a direct or indirect physical change in the environment since the amendments would be solely a change in the City's Municipal Code regulations that would not result in any new development or physical change that would directly or indirectly affect the General Plan Land Uses or Zoning District designations or a parcel of land within the community.

FISCAL IMPACT

With the implementation of the Ordinance, the City would incur a minor fiscal impact to accommodate the installation of standard traffic signs that would be placed at each entrance to the City to provide notification that it is unlawful to park recreation vehicles, trailers, and prohibited vehicles on City streets, public right-of-ways, and City owned parking lots. The cost for these signs would be covered under the existing streets maintenance budget.

ATTACHMENTS

1. Draft Ordinance

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE, STATE OF CALIFORNIA, TO ADOPT TEXT AMENDMENTS TO THE SEASIDE MUNICIPAL CODE TO MODIFY CHAPTER 10.04 AND CHAPTER 10.32 TO PROHIBIT THE PARKING OF RECREATIONAL VEHICLES, TRAILERS, AND PROHIBITED VEHICLES ON THE STREETS, ALLEYS, PUBLIC RIGHT-OF-WAYS, AND PUBLICLY OWNED LOTS.

THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

Section 1. General Purpose and Findings. The purpose of this Ordinance is to consider the following text amendments to the Seaside Municipal Code (S.M.C.):

- A. A text amendment to S.M.C Chapter 10.32 adding new Section 10.32.101 that would prohibit the parking of recreational vehicles, trailers, and prohibited vehicles upon any City street, alley, public right-of-way, or publicly owned lot in any Zoning District Citywide except as permitted by construction related activity; and
- B. A text amendment to S.M.C Chapter 10.04 adding new definition under Section 10.04.056, 10.04.057, 10.04.057 that would provide a definition of trailer, recreational vehicles, and prohibited vehicles when located on a City street, alley, public right-of-way, or publicly owned lot.

Section 2. Whereas, in 2009 the City of Seaside conducted a Citywide Parking Study and Implementation Plan (Plan) that was developed based upon the need to obtain a comprehensive assessment of the existing parking conditions citywide and to develop alternative parking restrictions including implementation procedures and a program for enforcement to ensure that such establishments are operated consistent with the City's desire to ensure a safe and healthy community.

Section 3. The Plan provided recommendations based upon public comments received from community meetings, field visits by City staff and consultants, survey results, and analysis of existing City policies related to the implementation of a text amendment to the Seaside Municipal Code related specifically to establishing on-street parking regulations to regulate the parking of unhitched trailers, boats, and campers on City streets, public right-of-ways, and publicly owned parking lots.

Section 4. The City Council approved and prioritized the recommendations of the Plan on June 2, 2011, which included a recommendation to prohibit the on-street parking of commercially or privately owned unhitched trailers, campers, and boats when located on City streets, public right-of-ways, and publicly owned parking lots.

Section 5. Pursuant to the requirements of the California Environmental Quality Act Section 21000 et seq. and State CEQA Guidelines Section 15070 through 15075, an Initial Study/Negative Declaration has been circulated for a 20-day public review beginning on

Thursday, January 28, 2016 and ending on Tuesday, February 16, 2016, and is made a part of the Ordinance by reference;

Section 6. The Seaside City Council may initiate an amendment to the Seaside Municipal Code in accordance with S.M.C. Section 2.02.380.

Section 7. On February 24, 2016, the Planning Commission of the City of Seaside held a duly noticed public hearing to consider the adoption of the text amendments described under Section 1. Following the closure of the public hearing, the Planning Commission adopted Resolution No. 16-03 recommending approval of this Ordinance to the City Council.

Section 8. It is the responsibility of the City Council to consider and weigh the merits of the Initial Study/Negative Declaration and text amendments in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code in making its determination on the proposed text amendments to the Seaside Municipal Code.

Section 9. At a duly noticed public hearing held on April 21, 2016, the City Council considered both oral comments and written information concerning the proposed Negative Declaration and text amendments.

Section 10. At a duly noticed public hearing held on April 21, 2016, the City Council hereby adopts the following findings in support of its action to adopt the proposed Negative Declaration for the proposed text amendments:

1. The proposed Seaside Municipal Code text amendments are consistent with the goals and policies of all elements of the General Plan; and
2. The proposed amendments would not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and
3. The proposed amendments are internally consistent with other applicable provisions of the Seaside Municipal Code.

Section 11. At a duly noticed Public Hearing on April 21, 2016, the City Council adopts the first reading and incorporated text revisions to exempts trailer and/or prohibited vehicle for the purposes of hauling and/or moving for a limited time. The following proposed text amendments:

Proposed Text Amendments

- (Text proposed to be deleted is listed with strikethrough (~~Strikethrough~~) and text proposed to be added is listed in **bold** with an underline (Underline)

1. Amend Chapter 10 to amend Section 10.32.101 to read as follows:

Section 10.32.101 ~~Unhitched trailer, camper, and boat parking~~ **Trailer, Recreation Vehicle and Prohibited Vehicle parking** – prohibited on any street; Exception

No person shall park any “~~unhitched trailer, camper, and boat~~, **trailer, recreational vehicle or prohibited vehicle** at any time upon any street, alley, right-of-way or publicly owned lot in the city except as follows: permitted by “construction related activity” or any landscape business in the vicinity between the hours of seven a.m. and five p.m. For the purpose of this section, the term “construction related activity” includes any construction work in accordance with a valid development permit (e.g. use permit, encroachment permit, building permit), For landscape businesses to exempt, a copy of a valid city business license must be attached to the ~~unhitched trailer~~.

1. Permitted by “construction related activity” or any landscape business in the vicinity between the hours of 7 am and 5 pm **daily**. For the purpose of this section, the term “construction related activity” includes any **active loading and unloading of construction material for the purpose of** construction work **or landscape maintenance**, in accordance with valid development permit (e.g. use permit, encroachment permit, building permit). For landscape businesses **or independent contractors** to be exempt, a copy of a valid City Business License must be attached to the ~~unhitched trailer~~.
2. **Trucks with sideboards extending above the cab will be permitted to park not longer than 24 hours.**
3. **If the registered owner of a recreational vehicle is a resident of a residence on the public street where the trailer, boat or recreational vehicle is parked for the purpose of loading, unloading, cleaning, or other activity preparatory or incident to travel.**
4. **One vehicle not exceeding a gross vehicle weight rating (GVWR) of five tons which is owned and operated by a water, gas, electric, or telephone public utility and used for emergency service to prevent injury or hazard to the general public may be parked in a residential district. One light-duty class A tow truck with a manufacturer’s gross vehicle weight rating (GVWR) of ten thousand to nineteen thousand five hundred pounds, and used for emergency service to prevent injury or hazard to the general public may be parked in a residential district. Such tow trucks must be registered with a city, county, or state agency to provide emergency towing services.**
5. **A trailer and/or prohibited vehicle within a residential zone shall be limited to a maximum of forty-eight hours in a seven day period for the purpose of actively loading and unloading by the property owner or occupant of a dwelling or apartment.**

After three parking violations, the trailer, recreational vehicle, or prohibited vehicle is subject to being towed at the owner’s expense.

2. Amend Chapter 10 to add new Section 10.04.056 to read as follows:

10.04.056 ~~Unhitched trailer, camper, and boat~~ **Trailer**

~~“Unhitched trailer, camper, and boat” shall mean any trailer, camper, and boat as defined by the California Vehicle Code that is without motive power and is not mounted to a properly licensed motor vehicle capable of towing said trailer, camper or boat.~~**“trailer” shall be as defined by California Vehicle Code Section 630, including trailers for vehicles, boats or personal watercrafts.**

3. Amend Chapter 10 to add new Section 10.04.057 to read as follows:

Section 10.04.057 Recreational Vehicles

“Recreational vehicle” shall mean any travel trailer or other vehicular portable structure designed to be used as a temporary occupancy for travel or recreation use, including, but not limited to, any motor home, and truck slide-in camper. Passenger vans which have been converted for use as a recreational vehicle and do not exceed nine feet in height are exempt from this section.

4. Amend Chapter 10 to add new Section 10.04.058

10.04.058 Prohibited Vehicles

“prohibited vehicle” shall mean any commercial vehicle, truck tractor, semi-trailer, independent trailer, walk-in van, box van, walk-in truck, trucks with sideboards exceeding the height of the cab, tow truck, any flatbed pickup, any vehicle designed to provide food or equipment sales or transport, any vehicle affixed with power attachments or tools, any vehicle which exceeds a gross vehicle weight rating (GVWR) of eleven thousand five hundred (11,500) pounds, any school bus or passenger carrying vehicle which exceeds sixteen persons in capacity or twenty-two feet in length, and any vehicle exceeding 9 ½ feet in height.

Section 12. Effective Date. This Ordinance shall become effective thirty (30) days after its final passage and adoption at a duly noticed public hearing for the second reading of the proposed text amendments.

NOW, THEREFORE BE IT FURTHER RESOLVED, the City Clerk shall certify to the adoption of this Ordinance.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside on the 21st day of April 2016; and adopted at a regular meeting of the City Council of the City of Seaside on the 19th day of May, 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.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director

DATE: May 19, 2016

**SUBJECT: APPROVE A RESOLUTION AUTHORIZING A RETIREMENT
INCENTIVE PROGRAM FOR ELIGIBLE MANAGEMENT
EMPLOYEES**

PURPOSE

The purpose of this item is to approve a resolution implementing a retirement incentive program for management employees that will assist with the restructuring of the City's management team in order to address fiscal concerns and organization needs and to facilitate succession planning.

RECOMMENDATION

It is recommended that the City Council adopt the resolution.

BACKGROUND

The City has offered retirement incentive programs several times since 2009 to address budget shortfalls and other organizational issues. These programs have varied depending on the City's needs at the time, and they have included providing two years of additional service credit from CalPERS ("Golden Handshake"); two years of additional service credit from the Public Agency Retirement System (PARS); two years of City paid dependent medical insurance; and the option to cash out a portion of sick leave upon separation.

After evaluating the City's organizational structure and the retirement eligibility of the City's management team, the City Manager has proposed a retirement incentive program to provide some structure and coordination between the City and retiring key management employees for a better sharing of institutional knowledge, cross training, and transitioning. The proposed retirement incentive program has many benefits for the City including:

1. It allows the City to restructure the City's management team including eliminating some positions and consolidating others.

2. It provides an opportunity for the City to participate in the timing of the retirements.
3. It creates a partnership with the outgoing employee for a better sharing of institutional knowledge, cross training, and transitioning.
4. The cost savings from will pay for program and assist with addressing budget challenges.

The retirement incentive program applies to all management employees with 10 years of service with the City of Seaside who notify the City by May 25 of their intent to retire between July 1, 2016, and December 31, 2016. In exchange for this notice, the employee will receive a retirement incentive based on their total number of years of service as a full-time employee with the City of Seaside. The incentive will consist of a cash amount equal to 1% of the employee's base salary for each year of service with the City. This incentive is "final compensation" and therefore is not reportable to CalPERS as either special compensation or salary.

Managers electing to participate in the retirement incentive program will be required to sign a separation agreement and are requested to offer some flexibility in selecting a retirement date to assist with replacement efforts.

This incentive program is limited to the 2016 calendar year and shall expire on December 31, 2016. This program is intended to address the unique fiscal issues of the City during fiscal year 2016-2017 and is not precedent setting.

It is anticipated the reorganization that will occur as a result of the retirements will pay for the retirement incentive plan and provide additional budget savings.

FISCAL IMPACT

The exact fiscal impact of the retirement incentive plan and subsequent reorganization will not be known until the conclusion of the opt in period. Many assumptions have been built into the fiscal analysis which will change depending on which managers elect the incentive.

Understanding this is a rough estimate, if all eligible managers were to participate in the program, the estimated fiscal impact:

Cost of the Program: \$260,000

Savings the First Year: \$240,000

Ongoing Savings: \$700,000

ATTACHMENTS

1. Draft-Resolution
 2. Draft Settlement Agreement
-

Meeting Date: May 19, 2016

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 A RETIREMENT INCENTIVE PROGRAM
FOR ELIGIBLE MANAGEMENT EMPLOYEES**

WHEREAS, the City of Seaside desires to implement a retirement incentive program for eligible management employees; and

WHEREAS, the intent of the program is to provide structure and coordination between the City and retiring key management employees for a better sharing of institutional knowledge, cross training, and transitioning; and

WHEREAS, the retirement incentive program will allow the City to restructure the City organization and it will assist with addressing budget challenges; and

WHEREAS, all City of Seaside management employees with 10 or more years of service with the City of Seaside are eligible to participate; and

WHEREAS, eligible management employees who notify the City by May 25 of their intent to retire between July 1, 2016, and December 31, 2016, will receive a retirement incentive based on their total number of years of service as a full-time employee with the City of Seaside. The incentive will consist of a cash amount equal to 1% of the employee's base salary for each year of service with the City. This incentive is "final compensation" and therefore is not reportable to CalPERS as either special compensation or salary.

Managers electing to participate in the retirement incentive program will be required to sign a separation agreement and are requested to offer some flexibility in selecting a retirement date to assist with replacement efforts; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Seaside shall implement a retirement incentive program for eligible City management employees. The program is limited to the 2016 calendar year and shall expire on December 31, 2016.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of May, 2016, by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

RETIREMENT PROGRAM AGREEMENT

1. PARTIES

The parties to this Retirement Program Agreement (the "AGREEMENT") are _____ ("EMPLOYEE") and the City of Seaside, California, a municipal corporation (the "CITY") (collectively, the "PARTIES").

2. RECITALS

2.1 EMPLOYEE has been employed by the CITY since on or about _____, and currently holds the position of _____ (the "EMPLOYMENT").

The CITY hereby commends and thanks _____ for their _____ years of dedicated service, including _____, _____ and _____.

The CITY affirmatively states that _____'s contribution to City service had a significant and lasting impact to the citizens of Seaside.

2.2 On May 19, 2016, the CITY authorized a retirement incentive program (the "PROGRAM") for fiscal year 2016 to facilitate succession planning for senior managers who, regardless of the PROGRAM, intended to retire in calendar year 2016 or 2017. The PROGRAM's principal intention is provide an opportunity to transfer the EMPLOYEE'S substantial institutional knowledge through an orderly and mutually beneficial transition period. By authorizing the PROGRAM, the CITY did not intend to encourage, and is not encouraging, CITY employees to retire from their employment.

2.3 EMPLOYEE had intended to retire in calendar year 2016 or 2017 and voluntarily elected to participate in the PROGRAM.

2.4 In connection with EMPLOYEE'S participation in the PROGRAM and in anticipation of EMPLOYEE'S retirement, the PARTIES wish to orderly and amicably conclude the EMPLOYER / EMPLOYEE relationship. In doing so, both EMPLOYEE and the CITY affirmatively resolve any and all issues of any kind between them, including but not limited to, all issues of every kind or nature arising out of or related to the EMPLOYMENT. This AGREEMENT is a mutually beneficial separation of EMPLOYMENT and is in no way an admission of liability by any party.

3. CONSIDERATION

3.1 In exchange for the promises and releases set forth herein, including the obligations provided in Paragraph 3.2, the CITY shall pay EMPLOYEE a total of \$ _____ (the "PAYMENT"). The PAYMENT shall be issued to EMPLOYEE as outlined in the attached Payment Election Form, assuming all conditions set forth in Paragraph 3.2 have been met. The PAYMENT shall be issued on a check made payable to "_____" or if elected, as a direct payment toward my

dependent medical insurance premium. The PARTIES agree that the PAYMENT shall be subject to all state and federal withholding requirements.

3.2 In exchange for the PAYMENT, EMPLOYEE agrees to the following:

(a) EMPLOYEE will provide the CITY with written advance notice of EMPLOYEE'S retirement prior to May 25, 2016.

(b) EMPLOYEE agrees that EMPLOYEE'S signature on this AGREEMENT shall be deemed a voluntary and irrevocable resignation of EMPLOYEE'S EMPLOYMENT effective at 12:01 a.m. on _____ ("RESIGNATION"). EMPLOYEE further understands, agrees, and covenants that the RESIGNATION shall be accepted by the CITY and be binding and irrevocable as of _____, that the CITY is acting in reliance upon the RESIGNATION, and that the CITY shall be under no obligation or duty to consider, accept, or in any way allow any attempt by EMPLOYEE to rescind the RESIGNATION. EMPLOYEE further understands, agrees, promises, and covenants that the releases given in Paragraphs 3.2(c), 4, and 5 of this AGREEMENT are supported by separate consideration from that supporting the RESIGNATION, and any attempt to rescind the RESIGNATION, whether such attempt is successful or unsuccessful, shall have no effect on the releases given by this AGREEMENT, which shall remain effective and binding against EMPLOYEE in conformity herewith.

(c) EMPLOYEE hereby and for EMPLOYEE'S heirs, representatives, successors, and assigns, releases, acquits, and forever discharges the CITY, its past and present employees, agents, officers, representatives, insurers, and attorneys, and its predecessors, successors, and assigns, and all persons acting by, through, under, or in concert with any of them, and each of them, from any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected (the "CLAIMS"), which EMPLOYEE now has or may acquire in the future, which relate to or arise out of the EMPLOYMENT, the PAYMENT, the RESIGNATION, or any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including the EFFECTIVE DATE, without regard to whether EMPLOYEE'S CLAIMS arise under federal, state, or local constitutions, statutes, rules, regulations, or common law. EMPLOYEE expressly acknowledges that EMPLOYEE'S CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of employment contract, any demand for wages, overtime, or benefits, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged harassment, any alleged retaliation, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, gender identity or expression, sexual orientation, religion, creed, physical or mental disability, medical condition, national origin, veteran status, family or medical leave status, or any other protected category or characteristic, and any and all rights or claims arising under the *Labor Code*, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, the Americans With

Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Public Employees' Retirement Law, and any other federal, state, or local civil rights, employment discrimination, or employee rights statute, rule, or regulation.

3.3 The CITY understands that EMPLOYEE may wish to pursue service retirement through the California Public Employee's Retirement System ("CalPERS"). Should EMPLOYEE elect to retire, the CITY agrees to fully cooperate with CalPERS in processing EMPLOYEE'S voluntary service retirement. EMPLOYEE acknowledges that the CITY cannot direct CalPERS and has no control over the decisions of CalPERS with regard to EMPLOYEE'S retirement or any component of EMPLOYEE'S retirement. Consequently, the CITY makes no representations or guarantees about any aspects of EMPLOYEE'S retirement. Additionally, EMPLOYEE understands that it is EMPLOYEE'S sole responsibility to pursue a retirement through CalPERS. If EMPLOYEE elects not to file for retirement with CalPERS, it will have no impact on the RESIGNATION or the other terms of this AGREEMENT.

3.4 EMPLOYEE further understands and agrees that the PAYMENT shall be considered "final settlement pay" as that term is defined in Government Code section 20636, and shall be excluded from the CITY'S payroll reporting to CalPERS as either payrate or compensation earnable for the EMPLOYEE.

4. **SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER THE ADEA AND OWBPA**

The Age Discrimination in Employment Act of 1967 ("ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act ("OWBPA", 29 U.S.C. §§ 626, et. seq., Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this AGREEMENT, EMPLOYEE acknowledges that EMPLOYEE is knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waiving and releasing any rights EMPLOYEE may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that EMPLOYEE has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

(a) The waivers and releases contained in this AGREEMENT are written in a manner understood by EMPLOYEE

(b) EMPLOYEE is aware of and has been advised of EMPLOYEE'S rights under the ADEA and OWBPA, and of the legal significance of EMPLOYEE'S waiver of any possible claims EMPLOYEE currently may have under the ADEA, OWBPA, or similar age discrimination laws;

(c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT, and the waiver and release of any rights EMPLOYEE may have under the ADEA, the OWBPA, or similar age discrimination laws,

but EMPLOYEE may, in the exercise of EMPLOYEE'S own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the EFFECTIVE DATE of this AGREEMENT;

(e) EMPLOYEE has been advised by this writing that EMPLOYEE should consult with an attorney prior to executing this AGREEMENT;

(f) EMPLOYEE is aware of EMPLOYEE'S right to discuss this waiver and release with legal counsel of choice and EMPLOYEE does not need any additional time within which to review and consider this AGREEMENT or engage in further discussions with said legal counsel;

(g) EMPLOYEE has seven days following the PARTIES' full and complete execution of this AGREEMENT to revoke the AGREEMENT (the date of expiration of this seven-day period shall be referred to as the "EFFECTIVE DATE"). The revocation must be in writing and received within the revocation period by the parties identified in Section 8.10 of this AGREEMENT; and

(h) This AGREEMENT shall not be effective until the EFFECTIVE DATE.

5. **UNKNOWN CLAIMS**

EMPLOYEE represents that it is EMPLOYEE'S intention in executing this document that this AGREEMENT shall be effective as a bar to each and every claim, demand, suit, action, cause of action, debt, attorneys' fees and costs, and the claims hereinabove specified, whether known or unknown, suspected or unsuspected; and in furtherance of this intention EMPLOYEE HEREBY EXPRESSLY WAIVES ALL RIGHTS AND BENEFITS CONFERRED UPON EMPLOYEE BY THE PROVISIONS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, WHICH EMPLOYEE UNDERSTANDS PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Notwithstanding Section 1542 of the Civil Code of California, EMPLOYEE expressly consents that this AGREEMENT shall be given full force and effect according to each and all of its express terms and provisions, including as well those relating to unknown and unspecified claims, demands, suits, actions, causes of action and debts, if any, and those relating to any other claims, demands, suits, actions, causes of action and debts hereinabove specified. This release and waiver includes, among others, claims based on age discrimination arising under the federal Age Discrimination in Employment Act and applicable state law, and attorneys' fees and costs.

6. **WAIVER OF ADDITIONAL CLAIMS**

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7. **REPRESENTATIONS AND WARRANTIES**

Each of the parties to this AGREEMENT represents and warrants to, and agrees with each other party, as follows:

7.1 **Advice of Counsel:** Each party has received or is aware of his or her or its right to receive independent legal advice from its attorney(s) with respect to the advisability of making the settlement provided for herein, with respect to the advisability of executing this AGREEMENT, and with respect to the meaning of California Civil Code § 1542.

7.2 **No Fraud in Inducement:** No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation, or failed to make any statement or representation, to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission, or promise of any other party (or of any officer, agent, employee, representative, or attorney of or for any party) in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT. Each term of this AGREEMENT is contractual and not merely a recital.

7.3 **Independent Investigation:** Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4 **Comprehension and Authority:** Each party or responsible officer thereof has read this AGREEMENT and understands the contents hereof. Any of the employees executing this AGREEMENT on behalf of the CITY are empowered to do so and hereby bind the CITY.

7.5 **Mistake Waived:** In entering into this AGREEMENT and the settlement provided for herein, each party assumes the risk of any misrepresentation, concealment, or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be and is final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.6 **Later Discovery:** Each party is aware that it/he/she may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties to fully, finally, and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist, or

have previously existed between EMPLOYEE and the CITY. In furtherance of such intention, the releases given by EMPLOYEE and the CITY herein shall be and remain in effect as full and complete mutual releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.7 No Claims or Filings: EMPLOYEE promises, warrants, represents, and acknowledges that EMPLOYEE has not filed, and will not file at any time in the future, any statutory, civil, or administrative claim, complaint, grievance, appeal, or charge of any kind whatsoever with any state or federal court, administrative agency, public agency, or tribunal of any kind whatsoever, concerning any subject matter connected with, or pertaining or relating to the matters set forth in this AGREEMENT, against the CITY. EMPLOYEE warrants and agrees that EMPLOYEE has not caused, participated in, or encouraged, and shall not cause, participate in, or encourage, in any manner, any other legal proceedings to be maintained or instituted by anyone else against the CITY, except where required by law. The PARTIES acknowledge that this AGREEMENT, and the consideration exchanged in this AGREEMENT, are contingent upon these promises by EMPLOYEE not to file any such claim, complaint, grievance, charge, appeal, writ, petition, administrative review, or any other proceeding of any kind whatsoever.

7.8 Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released, or granted, or purported to assign, transfer, release, or grant, any of the EMPLOYEE'S CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE hereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.9 Indemnification: The PARTIES agree to indemnify and hold harmless each other, and their respective employees and agents, from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT.

7.10 Future Cooperation: The PARTIES will execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this AGREEMENT.

8. MISCELLANEOUS

8.1 No Admission: Nothing contained herein shall be construed as an admission by the parties of any liability of any kind. Each of the parties hereto denies any liability in connection with any claim and intends hereby solely to avoid litigation and buy its peace.

8.2 Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3 Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties.

8.4 Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties, their respective agents, employees, representatives, officers, attorneys, insurers, assigns, heirs, and successors in interest.

8.5 Joint Drafting: Each party has cooperated in the drafting and preparation of this AGREEMENT and no party shall be deemed to have been the drafter of this AGREEMENT. Hence, the AGREEMENT shall be construed within its fair meaning, and not against any party.

8.6 Attorneys' Fees: In the event of litigation asserting a breach of this AGREEMENT, the prevailing party or parties shall be entitled to costs, including reasonable attorneys' fees.

8.7 Severability: In the event that any term, covenant, condition, provision, or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision, or agreement shall in no way affect any other term, covenant, condition, provision, or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.8 Titles: The titles included in this AGREEMENT are for reference only and are not part of the terms of this AGREEMENT, nor do they in any way modify the terms of this AGREEMENT.

8.9 Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.10 Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

And To

As to the CITY:

Don Freeman, City Attorney
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

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

WHEREFORE, the parties hereto have had the opportunity to consult with their respective attorneys, read all of the foregoing, understand the same, including the specific waiver of claims under the ADEA and OWBPA, and agree to all of the provisions contained herein.

DATED: _____

[EMPLOYEE NAME]

By: _____
[Employee Name]

DATED: _____

CITY OF SEASIDE

By: _____
Craig Malin, City Manager

Approved as to Form:

Don Freeman, Esq.
City Attorney
City of Seaside

Settlement Payment Election Form
Retirement Incentive Program

As a participant in the City's 2016 Retirement Incentive Program, I elect to receive my Settlement Payment as follows:

Settlement Payment: \$ _____

Distribution (initial all that apply):

_____ One Lump Sum to be paid in my final paycheck.

_____ Multiple payments as follows:

_____ to be paid in my final paycheck.

_____ to be paid on January _____, 2017

_____ to be paid on January _____, 2018

_____ City paid dependent medical for _____ months at \$ _____ per month.

Signed:

Employee

Date

City

Date



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: May 19, 2016

SUBJECT: PRESENTATION OF THE FISCAL YEAR 2016-2017 PRELIMINARY BUDGET AND THE 2017-2018 BUDGET PLAN AND CONSIDER REVENUE DIVERSIFICATION ALTERNATIVES

PURPOSE

The purpose of this item is to give the City Council the opportunity to receive the 2016-2017 Preliminary Budget and the 2017-2018 Budget Plan and consider revenue diversification alternatives.

RECOMMENDATION

It is recommended that:

1. The City Council receive a brief presentation on the 2016-2017 Preliminary Budget and the 2017-2018 Budget Plan for the City of Seaside.
2. The City Council consider revenue diversification alternatives.

BACKGROUND

2016-2017:

The 2016-2017 Preliminary General Fund Budget for the City of Seaside is balanced.

<i>2016-2017 Preliminary General Fund Budget</i>	
Estimated Revenues	\$26,910,973
Projected Expenditures	(26,906,781)
Operating Surplus	\$4,192

We anticipate a continued improvement in the economy in this Preliminary Budget and therefore have estimated some revenue increases during the 2016-2017 Budget Year.

The 2016-2017 Preliminary General Fund Budget expenditures include cost saving measures across all departments that were needed to balance the budget. The budget balancing task, by department, was achieved as follows (excepting central services charges):

<u>Department</u>	<u>2015/16</u>	<u>2016/17</u>	<u>% 15/16 to 16/17</u>
Legislative	\$ 367,308	\$ 329,392	89%
City Attorney	\$ 557,733	\$ 409,962	73%
Human Resources	\$ 636,347	\$ 627,344	98%
Finance	\$ 1,119,432	\$ 996,300	89%
City Manager	\$ 1,971,526	\$ 1,533,860	77%
Recreation	\$ 1,799,875	\$ 1,751,747	97%
Resource Mgmt.	\$ 6,388,742	\$ 5,562,286	87%
Fire	\$ 5,513,554	\$ 5,643,014	102%
Police	\$11,079,470	\$11,348,071	102%

Examples of budget balancing recommendations to achieve the \$4,192 operating surplus include (all recommendations in excess of \$10,000):

- \$237,112 Adjustment of personnel costs due to estimated hiring dates and other changes
- \$ 84,100 Continued 2015/16 deferral of 2nd School Resource Officer hiring to 2017/18
- \$ 68,700 Reduced consultant expenditures in Economic Development and City Manager
- \$ 68,000 Defer radio grant match to 2017/18, when funds needed (if grant awarded)
- \$ 57,700 Public Works equipment purchase deferrals
- \$ 54,500 Part-time staffing reductions in Recreation and Public Works
- \$ 45,000 Reduction of subcontracted expenditures in Public Works
- \$ 45,000 Reduction of utility expenditures due to installation of solar panels
- \$ 36,500 PD overtime reductions through scheduling management (\$550,000 remaining)
- \$ 30,200 Various recreation cost savings
- \$ 30,000 K9 purchase deferred to 2017/18
- \$ 27,850 Various reductions in training across departments
- \$ 27,000 Delay the purchase of software for City Clerk and Human Resources
- \$ 25,000 LAFCO charges inadvertently budgeted twice
- \$ 25,000 Reduced need for special counsel for human resources matters
- \$ 21,200 Defer hiring of crime analyst (Seaside's share)
- \$ 15,000 Reduction in marketing materials in economic development
- \$ 14,450 Reduction in various recruitment accounts

\$912,312

General Fund Reserves:

The City Council has set aside reserve funds over during the last year and as of May 5, 2016 the balances were as follows (next page):

- Capital Reserve 103% \$ 1,446,638

• Special Reserve	51%	\$ 1,445,496
• Emergency Reserve	50%	<u>\$ 2,113,544</u>
Total reserves as of May 5, 2016	60%	<u>\$ 5,005,678</u>

2017-2018:

The 2017-2018 General Fund Budget Preview indicates the Budget is not yet balanced.

<i>2017-2018 General Fund Budget Preview</i>	
Estimated Revenues	\$27,308,048
Projected Expenditures	(28,760,307)
Operating Imbalance	(\$1,452,259)

The major projected components of the 2017-2018 operating imbalance are continued funding of the Youth Violence Prevention Program in the amount of \$600,000 upon cessation of the Cal Grip grant, \$685,000 for estimated personnel cost increases, including salaries, PERS and health care, and the General Plan Update in the amount of \$455,000.

This imbalance will be addressed during the next year with a three pronged approach:

1. Staff will analyze and implement operational efficiencies;
2. Revenue diversification alternatives will be considered by the City Council;
3. Economic development projects moving forward.

Appropriations Limit Calculation:

In accordance with Proposition 13, each year the City is required to make a calculation to determine that it is not expending funds on certain items in excess of the taxes that are collected, adjusted for population changes and cost of living changes. Each prior year's Appropriations Limit is carried forward and adjusted for the adjustment factors. This calculation will be presented with the final draft of the budget prior to adoption.

OTHER FUNDS

In addition to the General Fund, the budget includes funds from a range of restricted sources that are used to provide specific services, including funds from the Federal Community Development Act (CDBG); Gas Tax; Storm Water Maintenance Fund; and the Seaside Municipal Water System (Water Fund).

Community Development Block Grant (CDBG) Fund:

The revenues in this fund come from grants from the Federal Community Development Act. CDGB funds are restricted to the revitalization of low and moderate-income areas of the City. In addition, the City of Seaside CDBG Fund receives income from the Embassy Suites rental and principal and interest income from several loan programs. Estimated revenues for 2016-2017 are

\$599,822.

CDBG expenditures for 2016-2017 are budgeted to be \$599,822. The funds are budgeted for public service programs, debt repayment and other community service related expenditures.

Gas Tax Funds:

Gas tax funds are collected by the State from gas sales. They are then distributed by the State to cities and counties based on population. Gas Tax revenues are estimated to be \$698,315 during the 2016-2017 budget year. Gas tax fund expenditures are projected to be \$1,456,846 for the 2016-2017 year. The cost of street maintenance requires the General Fund to transfer approximately \$758,531 in 2016-2017 to cover the difference between funding received from the State and the costs of street maintenance.

Storm Water Maintenance Fund:

This fund was established to account for revenues and expenditures related to the operation and maintenance of the City's storm drain and storm water management system. Approximately \$633,200 has been budgeted from the General Fund to cover Storm Water costs in 2016-2017.

Water Fund:

The Water Fund receives revenues from user charges based on water usage. All expenditures for the operation of the water system including maintenance, capital outlay, debt service, and depreciation are charged to this fund. The Water Fund budgeted expenditures are \$1,108,302. The water receipts are estimated to be \$660,000 for the 2016-2017 budget year.

FEE SCHEDULE AND THE CAPITAL IMPROVEMENT PLAN

Consideration of the Fee Schedule and the Capital Improvement Plan will be scheduled at the June 2nd meeting.

FISCAL IMPACT

The fiscal impact of this item is to consider the establishment of revenue and expenditures levels for the 2016-2017 fiscal year and consider revenue and expenditure levels for the 2017-2018 fiscal year.

ATTACHMENTS

1. 2016-2017 Preliminary Budget and 2017-2018 Budget Plan - To be distributed under separate cover at the meeting of May 19, 2016
2. Available on the City Website beginning May 20, 2016

Reviewed for Submission to the
City Council by:

Meeting Date: May 19, 2016



Craig Malin, City Manager