



A G E N D A

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, October 6, 2016
7:00 PM

PLEASE TURN OFF YOUR CELL PHONES UPON ENTERING THE MEETING

1. **CALL TO ORDER**

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

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

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

4. **REVIEW OF AGENDA**

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).

5. **PUBLIC COMMENTS**

Members of the public wishing to address the City Council on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three minutes. Public Comments on specific agenda items are heard under that item. For the public record, please state your name.

6. **PUBLIC AGENCY COMMUNICATIONS**

This is a time specifically set aside for representatives of public agencies to make brief comments of general interest to the City Council and the community.

7. **PRESENTATIONS**

A. FIRE PREVENTION WEEK PROCLAMATION

PURPOSE: The purpose of this item is to proclaim and recognize October 9th-15th as Fire Prevention Week and to raise awareness of the need of fire prevention as well as actions residents and businesses can take to prevent fires and injuries that result from fire.

RECOMMENDATION: It is recommended that the City Council present the proclamation to the Fire Department.

B. PRESENTATION OF THE SEPTEMBER 2016 HOUSE OF THE MONTH AWARD

PURPOSE: The purpose of this item is to recognize Nujames and Yolanda Harris, owners of 1268 San Pablo Avenue for beautifying and maintaining their property.

RECOMMENDATION: It is recommended that the Mayor present Nujames and Yolanda Harris the September 2016 House of the Month award.

C. PRESENTATION TO THE CITY COUNCIL FOR A CUTINO PARK IMPROVEMENT PLAN

PURPOSE: To receive a follow up presentation on possible future uses of Cutino Park to include the following:

- Overview of City of Seaside existing fields
- Cutino Park field uses; past and present
- Field use gaps
- Recommendations for future use
- Possible funding sources

RECOMMENDATION: That the City Council receive, discuss and provide direction to staff.

D. PRESENTATION REGARDING ECONOMIC OPPORTUNITY PLAN FEEDBACK FROM DEVELOPERS

PURPOSE: The purpose of this agenda item is to report on communications with developers regarding the City's Adopted Economic Opportunity Plan.

RECOMMENDATION: It is recommended that the City Council receive the presentation and ask questions as appropriate.

8. CONSENT CALENDAR

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

A. APPROVAL OF MINUTES FROM SEPTEMBER 15, 2016

PURPOSE: To review and approve the minutes from the September 15, 2016 City Council Meeting.

RECOMMENDATION: 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 September 7, 2016 through September 26, 2016. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of September 15, 2016 is requested. Total Account Payable and Payroll for the above referenced period is \$1,900,726.60.

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

C. APPROVE CONTRIBUTION REQUEST FROM MAYOR'S YOUTH FUND FOR GIRLS INC. OF THE CENTRAL COAST

PURPOSE: The purpose of this item is for the City Council to consider a request from Girls Inc. of the Central Coast for a donation of Three Thousand Dollars (\$3,000) from the Mayor's Youth Fund to allow students from Seaside High School to participate in the ECHO Leadership Program.

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

D. APPROVE CONTRIBUTION REQUEST FROM MAYOR'S YOUTH FUND FOR SEASIDE RAIDERS YOUTH FOOTBALL TEAM

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

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

E. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE MODIFYING THE POSITION ALLOCATION LIST TO ADD ONE BUILDING MAINTENANCE SPECIALIST AND DELETE ONE CUSTODIAN

PURPOSE: The purpose of this item is to request the City Council approve a resolution modifying the position allocation list to add one Building Maintenance Specialist and delete one Custodian.

RECOMMENDATION: It is recommended that the City Council adopt the resolution modifying the position allocation list to add one Building Maintenance Specialist and delete one Custodian.

F. CONSIDERATION OF TWO RESOLUTIONS CONSENTING TO THE INCLUSION OF CITY OF SEASIDE PROPERTIES IN THE CALIFORNIA HOME FINANCE AUTHORITY PACE PROGRAMS AND ASSOCIATE MEMBERSHIP IN CALIFORNIA HOME FINANCE AUTHORITY TO FINANCE RENEWABLE ENERGY IMPROVEMENTS, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE

PURPOSE: The purpose of this item is for the City Council to consider approving two resolutions which would allow property owners within the City of Seaside the opportunity to participate in the Ygrene Works for California PACE financing program which provides for renewable energy improvements, energy and water efficiency improvements and electric vehicle charging infrastructure.

RECOMMENDATION: It is recommended that the City Council consider the attached resolutions authorizing the City's participation in the Ygrene Works for California PACE financing program which provides for renewable energy improvements, energy and water efficiency improvements and electric vehicle charging infrastructure:

1. Review and adopt a resolution consenting to Inclusion of Properties within the City's Jurisdiction in California Home Finance Authority Community Facilities District No. 2014-1 (Clean Energy) to Finance Renewable Energy Generation, Energy Efficiency, Water Conservation and Electric Vehicle Charging Infrastructure Improvements and approving associate membership in California Home Finance Authority.
2. Review and adopt a resolution consenting to Inclusion of Properties within the City's Incorporated Area in the California Home Finance Authority PACE Program to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and approving associate membership in California Home Finance Authority.

G. RESOLUTION ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SEASIDE AND THE SEASIDE POLICE OFFICERS' ASSOCIATION

PURPOSE: The purpose of this item is to request the City Council approve a resolution adopting the Memorandum of Understanding (MOU) with the Seaside Police Officers' Association which has agreed to the terms of the proposed agreement.

RECOMMENDATION: It is recommended that the City Council approve the resolution adopting the Memorandum of Understanding with the Seaside Police Officers' Association.

9. PUBLIC HEARING

**A. RESOLUTION OF INTENTION AND INTRODUCTION OF AN ORDINANCE
AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH THE BOARD
OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES'
RETIREMENT SYSTEM TO PROVIDE SECTION 20516 (EMPLOYEES
SHARING ADDITIONAL COST) FOR SEASIDE FIREFIGHTERS'
ASSOCIATION MEMBERS**

PURPOSE: It is proposed that the City Council adopt a Resolution of Intention to modify the City's contract with the California Public Employees' Association to provide Government Code Section 20516 (Employees Sharing Additional Cost) consistent with the agreement reached with the Seaside Firefighters' Association.

RECOMMENDATION: It is recommended that the Council adopt the Resolution of Intention authorizing an amendment to the contract with the Board of Administration of the California Public Employees' Retirement System to provide Section 20516 (Employees Sharing Additional Cost) for Seaside Firefighters' Association Members. In addition, it is recommended that the Mayor call for the introduction of an Ordinance authorizing an amendment to the contract between the City of Seaside and the Board of Administration of the California Public Employees' Retirement System.

**10. 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.

11. ADJOURNMENT

Next Regularly Scheduled Meeting:
October 20, 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



Fire Prevention Week

October 9 – 15, 2016

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

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

WHEREAS, U.S. fire departments responded to 369,500 home fires in 2014, according to the National Fire Protection Association (NFPA); and

WHEREAS, U.S. home fires resulted in 2,745 civilian deaths in 2014, representing the majority (84 percent) of all U.S. fire deaths; and

WHEREAS, in one-fifth of all homes with smoke alarms, the smoke alarms are not working; and

WHEREAS, three out of five home fire deaths result from fires in properties without smoke alarms (38 percent) or with no working smoke alarms (21 percent); and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half. Many Americans don't know how old the smoke alarms in their homes are, or how often they need to be replaced; and

WHEREAS, all smoke alarms should be replaced at least once every ten years; and

WHEREAS, the age of a smoke alarm can be determined by the date of its manufacture, which is marked on the back of the smoke alarm; and

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

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

WHEREAS, the 2016 Fire Prevention Week theme, "Don't Wait – Check the Date! Replace Smoke Alarms Every 10 Years" effectively serves to educate the public about the vital importance of replacing the smoke alarms in their homes at least every ten years, and to determine the age of their smoke alarms by checking the date of manufacture on the back of the alarms.

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ralph Rubio, Mayor of the City of Seaside, California, on behalf of the City Council do hereby proclaim October 9 - 15, 2016, as "**Fire Prevention Week**" throughout this city, and I urge all the people of Seaside to find out how old the smoke alarms in their homes are, to replace them if they're more than 10 years old, and to participate in the many public safety activities and efforts of Seaside's fire and emergency services during Fire Prevention Week 2016.

Ralph Rubio, Mayor

October 6, 2016



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dave Fortune, Maintenance and Utilities Superintendent

DATE: October 6, 2016

**SUBJECT: PRESENTATION OF THE SEPTEMBER 2016 HOUSE OF THE
MONTH AWARD**

PURPOSE

The purpose of this item is to recognize Nujames and Yolanda Harris, owners of 1268 San Pablo Avenue for beautifying and maintaining their property.

RECOMMENDATION

It is recommended that the Mayor present Nujames and Yolanda Harris the September 2016 House of the Month award.

BACKGROUND

The Neighborhood Improvement Program Commission's goals are to encourage citizens to beautify and upgrade their properties in order to positively influence property values and create a more livable environment in the community. One of the ways that the Commission accomplishes this goal is by recognizing outstanding examples of residential property maintenance and beautification through the House of the Month Award Program.

Each month the Neighborhood Improvement Program Commission selects an award recipient from a list of nominated homes. The home of Nujames and Yolanda Harris located at 1268 San Pablo Avenue has been selected as the September 2016 House of the Month.

FISCAL IMPACT

The fiscal impact is \$48.84 for the plaque and the \$50.00 gift card from the NIPC 2016-2017 FY Budget.

ATTACHMENTS

1. 1268 San Pablo Ave
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dave Fortune, Maintenance and Utilities Superintendent

DATE: October 6, 2016

**SUBJECT: PRESENTATION TO THE CITY COUNCIL FOR A CUTINO PARK
IMPROVEMENT PLAN**

PURPOSE

To receive a follow up presentation on possible future uses of Cutino Park to include the following:

- Overview of City of Seaside existing fields
- Cutino Park field uses; past and present
- Field use gaps
- Recommendations for future use
- Possible funding sources

RECOMMENDATION

That the City Council receive, discuss and provide direction to staff.

BACKGROUND

At the February 8, 2016 Strategic Plan meeting, the Recreation Department was tasked to study and make recommendations to the City Council possible future uses of Cutino Park. The following information was collected by the Recreation Department and Public Works and presented at the July 21, 2016 City Council/Successor Agency Joint Special Meeting.

- Overview of City of Seaside existing fields
- Cutino Park field uses; past and present
- Field use gaps
- Recommendations for future use
- Possible funding sources

At the July meeting the City Council directed staff to compile more data and propose an improvement plan with possible funding sources for Cutino Park. Staff was also directed to

look at the feasibility of the installation of astroturf on the field.

FISCAL IMPACT

The cost of the project will depend on the project alternatives approved by the City Council. If all projects are approved the total estimated capital costs are \$1.8 million. The Recreation Department will apply for a variety of Grant Funding to offset the capital costs and the balance will be funded through a lease/purchase contract. The debt service for the lease/purchase contract is estimated to be approximately \$100,000 to \$135,000. Recreation Staff estimates annual additional field use revenue of approximately \$50,000, reducing the net debt service cost to the General Fund to \$50,000 to \$85,000.

ATTACHMENTS

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kurt Overmeyer, Economic Development Manager

DATE: October 6, 2016

**SUBJECT: PRESENTATION REGARDING ECONOMIC OPPORTUNITY PLAN
FEEDBACK FROM DEVELOPERS**

PURPOSE

The purpose of this agenda item is to report on communications with developers regarding the City's Adopted Economic Opportunity Plan.

RECOMMENDATION

It is recommended that the City Council receive the presentation and ask questions as appropriate.

BACKGROUND

The Strategic Plan for July 2016-January 2017 directed economic development staff to meet with developers regarding their feedback on the Economic Opportunity Plan. Staff has met with developers and will share their feedback with the Council via this presentation.

FISCAL IMPACT

No Fiscal Impact

ATTACHMENTS

Reviewed for Submission to the
City Council by:

Meeting Date: October 6, 2016



Craig Malin, City Manager



**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: October 6, 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 September 7, 2016 through September 26, 2016. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of September 15, 2016 is requested. Total Account Payable and Payroll for the above referenced period is \$1,900,726.60.

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:

- \$1,159,755.94 from the Council Report (Payroll/Benefits)
- \$24,326.76 to California - American Water for monthly utility services;

- \$15,909.01 to City of Del Rey Oaks for 2014 Impact fees;
- \$20,680.75 to Mark Thomas & Company, Inc. for West Broadway Urban Village development services;
- \$39,172.61 to Monterey County Emergency for NGEN debt service;
- \$76,681.00 to California JPIA for All Risk Property Insurance program;
- \$30,674.00 to Monterey County Behavioral Health for Cal-Grip services;
- \$25,641.00 to Monterey County Convention & Visitors Bureau for the July 2016 TID remittance and the jurisdiction improvement investment for FY 16/17;
- \$42,920.00 to Monterey Peninsula Regional Water Authority for FY 16-17 membership contribution;
- \$30,721.87 to U.S. Bank for monthly city credit card purchases.
- \$11,787.95 to Wallace Group for a storm drain replacement design;
- \$15,716.95 to Community First National Bank for 21 sets of turnout gear;
- \$13,744.00 to Community Human Services for CDBG funds request;
- \$24,165.15 to EMC Planning Group Inc. for Monterey Downs project support;
- \$56,845.00 to Garland/DBS, Inc. for project 25-CA-150497;
- \$40,000.00 to In-N-Out Burgers for deposit reimbursement funds;
- \$24,240.17 to Monterey County Auditor - Controller for LAFCO administrative charges;
- \$15,474.54 to National Meter & Automation, Inc. for water meter supplies in September of 2016;
- \$19,747.43 to Pueblo Construction Inc. for Seaside library exterior construction work;
- \$15,611.50 to Raimi & Associates, Inc. for General Plan update.

The remaining checks, totaling \$196,910.97 include payments to vendors for operating expenditures.

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

<http://www.ci.seaside.ca.us/194/Check-Draft-Register>

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:



Meeting Date: October 6, 2016

Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: October 6, 2016

**SUBJECT: APPROVE CONTRIBUTION REQUEST FROM MAYOR'S YOUTH
FUND FOR GIRLS INC. OF THE CENTRAL COAST**

PURPOSE

The purpose of this item is for the City Council to consider a request from Girls Inc. of the Central Coast for a donation of Three Thousand Dollars (\$3,000) from the Mayor's Youth Fund to allow students from Seaside High School to participate in the ECHO Leadership Program.

RECOMMENDATION

It is recommended that the City Council approve the request.

BACKGROUND

Girls Inc. of the Central Coast submitted a Mayor's Youth Fund request to allow students from Seaside High School to participate in the Education, Careers, Health, and Opportunities Leadership Program, which is designed to encourage girls to pursue post-secondary education and plan for future success.

Girls Inc. of the Central Coast is a non-profit organization that inspires girls to become strong, smart, and bold; and to respect themselves and the world around them. The ECHO Leadership Program is a year-long program that works with high-risk teen women ages 15-18. This program serves seven (7) high schools in Monterey County, including Seaside High School.

This program offers a series of interactive educational modules, day-long retreats, and college visits for teen women, providing mentors to encourage the participants to think about college opportunities. The ECHO Program at Seaside High School serves approximately 25-35 girls.

The last donation to Girls Inc. of the Central Coast was in the amount of Three Thousand

Dollars (\$3,000) and was approved at the October 15, 2015 City Council Meeting. Based on the information provided to staff, the application meets the requirements of the Mayor's Youth Fund Policy. The applicant has provided information on their proposed activities for "reduce, reuse, recycle" goals.

FISCAL IMPACT

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

ATTACHMENTS

1. Mayor's Youth Fund Policy and application from Girls Inc.
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Mayor's Youth Fund Contribution Request

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

Name of Organization: Girls Incorporated of the Central Coast

Name of Individual Submitting Request: Patricia Fernandez-Torres

% Residents or Students of Seaside: 100% # of Participants 25-35

Ages of Participants: 15-18 years

Mailing Address: 318 Cayuga St. Suite 101A, Salinas, Ca 93901

Phone Number: Home NA Work 831-772-0882
Cell NA

E-mail Address: pattygirlsinccc@gmail.com

Description of Event (Attach Additional Information as Necessary)

We request support for our ECHO (Education, Careers, Health and Opportunities) Leadership and Mentoring Program
Please see attached information

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

The funds will help support a series of retreats, field trips, and workshops that focus on college, careers and public policy advocacy
Please see attached information

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

Girls and young women develop leadership skills, positively impact the lives of those younger than they, and have opportunities to individually and collectively use their skills to create change.
Please see attached information

*Total Amount Requested: (See Contribution limits) \$3,000

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

City of Seaside Mayor's Fund
Girls Incorporated of the Central Coast 2016

Description of Event:

Funds will help support the ECHO (Education, Careers, Health and Opportunities), a yearlong leadership and mentoring program at Seaside High School for high-risk teen women, ages 15-18. The program offers a series of educational workshops, retreats, field trips and guest speakers on such topics as planning for college and a career, public speaking, influencing public policy, health care, budgeting and savvy voting. ECHO emphasizes the value of graduating from high school, choosing the right courses to attain a college education, pursuing specific goals, avoiding risky behaviors, and making decisions to achieve success. By focusing on providing girls with the skills to graduate from high school, go to college, earn a living, and pursue a career, we are moving the girls in Seaside from poverty to self-sufficiency. Volunteer adult mentors and Youth Leaders – graduates of the previous year's Seaside ECHO program, who are hired and trained to facilitate all Girls Inc. programs in their home community, facilitate the program.

Description of how funds will be used:

Specifically, funds will be used to help support a series of retreats, field trips and workshops that focus on college, careers, and public policy advocacy:

1. Participants from Seaside High School will take part in an all-day college retreat in the fall, where they will visit 2 college campuses. Stanford, Cal Poly, UC Santa Barbara, CSU East Bay, UC Berkeley and San Jose State are past destinations; this year's campuses have yet to be determined. Participants tour the campuses and have the opportunity to meet with other young women in attendance to discuss college life, potential majors, and characteristics of that particular college. Prior to attending the retreat, the young women will participate in a module: "I Plan My Future: Preparing for College", facilitated by college counselors and ECHO mentors, on UC and CSU admission requirements, financial aid, scholarship opportunities, how to evaluate their high school transcripts, and completing a college application. Each girl will also create an individual academic plan. ECHO participants from other high school sites throughout the county will join the Seaside girls. **Last year, 100% of the girls who participated now can see themselves in college.**
2. In February, the young women will study policy-making, the legislative process and how bills become laws. They will brainstorm positive changes they would like to see in their community, and practice their advocacy skills. They then travel to the State Capitol, listen to Senate and Assembly discussions, and speak directly to their local legislators. They will have the opportunity to voice their concerns on policy matters affecting their community, such as environmental protection, safe drinking water, gang violence, textbook shortages, better school lunches, etc. In addition to understanding how bills are developed and enacted, the experience has empowered many girls to become more involved in school activities and their community.
3. As part of the Capitol trip, participants will also visit a nearby college, either UC Davis or CSU Sacramento. While there, they will tour the campus and meet with ECHO alumni now attending the school. This experience exposes them to other young women from their home communities who have successfully made the transition from high school to college, thus encouraging them to strive to achieve their own goals for attending college. The "tour guides" offer insights into college life, discuss the majors offered, and answer any questions the girls may have about the experience of going to college.
4. Following the Sacramento field trip, ECHO focuses on career goals and planning for a future career in two modules: "I Make a Difference: Work in the World" and "Create Fulfilling Work: Preparing for a Career." They experience a virtual tour to discover what it will take to live the lifestyle they want to live, and are exposed to different career choices. Guest speakers discuss their work, and the educational requirements to pursue those careers. They also reveal both the successes and challenges encountered on their career paths. Participants are then engaged in creating a resume and doing mock job interviews – practical skills they will need in order to realize their career goals.

City of Seaside Mayor's Fund
Girls Incorporated of the Central Coast 2016

Environmental Nexus: The Seaside ECHO group participates in two annual events in an environmental capacity: **the Big Sur Half –Marathon in November and the Big Sur Marathon in April**. At these events, the girls work to make sure that all waste from the events is sorted into recycling and composting receptacles, and in educating the public about importance of keeping our coasts clean. The Big Sur Marathon is well known for being a zero-waste event, and our girls are vital to that process. They have participated in these events for the past five years and will continue to do so into the future.

Benefits to Participating Youth and the City of Seaside:

The ECHO program encourages young women to stay in school, pursue post-secondary education, avoid pregnancy, and plan for future careers. The program enables teens to recognize the importance of continuing their education beyond high school, and to understand - and accomplish - the steps needed to do so.

As a result of their involvement, Seaside ECHO participants will graduate from high school, apply to college, identify a career path and avoid getting pregnant. Past graduates report increased self-confidence and a determination to succeed despite their socio-economic circumstances. Our graduates, often the first in their families to graduate from high school, setting a positive example for family members and those they mentor to stay in school and go to college. Several girls from Seaside High School will apply to become Youth Leaders, allowing them to continue their leadership development in a practical and tangible way as youth development professionals. These employment skills significantly enhance their job readiness and capabilities, which is a considerable benefit to the Seaside community's economic development.

Girls Inc. offers girls and young women an alternative to gang participation by not only providing meaningful and interesting programming, but offering them opportunities to demonstrate their leadership capabilities to the Seaside community. Our programs enable young women to develop leadership qualities, and actively engage them as agents of change by providing them with the skills and knowledge to make change happen. Experts in youth development believe that these skills not only connect youth to their communities, but also lead to improved success in school and greater ambition for higher education.

Demonstrable community benefits occur for a variety of reasons:

- Participants acquire significant knowledge and confidence
- Youth Leaders and ECHO adult mentors come from the Seaside community – they lead by example and have a specific impact on the girls and young women in Seaside
- Youth leaders desire to make a difference in the lives of others
- Younger teens experience the leadership skills of the youth leaders and want to emulate them
- The community observes young women in leadership roles and learns to pay attention to what they say
- Teens understand they have rights and responsibilities *and* that they have the power to create change
- Teens actually make choices that lead to success providing a powerful example to the community
- Girls and young women develop leadership skills, positively impact the lives of those younger than they, and have opportunities to individually and collectively use their skills to create change.

Amount Requested: \$3,000

These funds will help support the ECHO program and the Youth Leaders (2 Seaside high school students) who facilitate the program. Specifically, funds will be used for our college and State Capitol retreats, where girls from Seaside will interact with girls from all our ECHO sites throughout the county. We are committed to continuing our programs in Seaside, where we have been offering services for the past 14 years, and actively seek both foundation funding and individual donations to ensure our success. We also hold two annual fundraisers (Annual luncheon in the Spring and in fall the Wine and Chocolate event), and solicit donations from individuals and businesses to support our programs.

NOV 14 2006

Date:

GIRLS INCORPORATED OF THE CENTRAL
COAST
369 MAIN ST STE M
SALINAS, CA 93901

Employer Identification Number:
20-5040398
DIN:
17053199047016
Contact Person:
DEL TRIMBLE ID# 31309
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 12, 2006
Contribution Deductibility:
Yes

Dear Applicant:

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

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

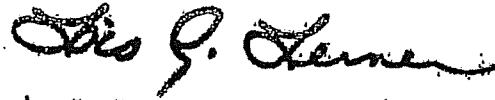
Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the funds will be used for section 501(c)(3) purposes.

Letter 1045 (DO/CG)

Sincerely,

A handwritten signature in dark ink, appearing to read "Lois G. Lerner". The signature is fluid and cursive, with the first name "Lois" being more prominent.

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)
Statute Extension

Letter 1045 (DO/CG)

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Girls Incorporated of the Central Coast	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) 318 Cayuga St., Suite 101A	Requester's name and address (optional)
	6 City, state, and ZIP code Salinas, CA 93901	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

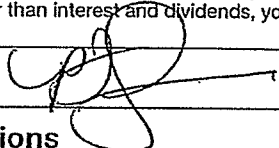
Social security number								
			-					
or								
Employer identification number								
2	0	-	5	0	4	0	3	9

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 9/14/16
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: October 6, 2016

**SUBJECT: APPROVE CONTRIBUTION REQUEST FROM MAYOR'S YOUTH
FUND FOR SEASIDE RAIDERS YOUTH FOOTBALL TEAM**

PURPOSE

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

RECOMMENDATION

It is recommended that the City Council approve the request.

BACKGROUND

The Seaside Raiders Youth Football organization is requesting a donation to purchase uniforms and equipment for the team and to help offset the rising cost of field usage fees. They are requesting a donation from the Mayor's Youth Fund in the amount of \$3,000 to help with these costs. The Seaside Youth Football organization has received annual contributions from the City of Seaside for many years.

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

FISCAL IMPACT

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

Recovery, Inc.

ATTACHMENTS

1. Mayor's Youth Fund Policy and application from Seaside Raiders
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Mayor's Youth Fund Contribution Request

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

Name of Organization: SEASIDE YOUTH FOOTBALL Date: June 7, 2016

Name of Individual: DANIEL WASHINGTON

% Residents or Students of Seaside: 80% #of Participants 150 - 200

Ages: 4 - 14

Address: 1365 Skyview Drive, Seaside CA 93955

Phone Number: Home **831-920-2014** Work Cell **831-383-4132**

E-mail Address: **dancomotorsports@hotmail.com**

Description of Event (Attach Additional Information as Necessary)

Please see attached letter

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

We have recycling bins at our events to encourage recycling at all times.

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

We provide a physical outlet to youth in our community in a time where physical education in local schools is lacking and obesity is at an all time high. We strive to keep participants physically fit while teaching values, leadership, team work and encouraging academic achievement.

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

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dave Fortune, Maintenance and Utilities Superintendent
Roberta Greathouse, Human Resources Director

DATE: October 6, 2016

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE MODIFYING THE POSITION ALLOCATION LIST TO ADD ONE BUILDING MAINTENANCE SPECIALIST AND DELETE ONE CUSTODIAN

PURPOSE

The purpose of this item is to request the City Council approve a resolution modifying the position allocation list to add one Building Maintenance Specialist and delete one Custodian.

RECOMMENDATION

It is recommended that the City Council adopt the resolution modifying the position allocation list to add one Building Maintenance Specialist and delete one Custodian.

BACKGROUND

On September 2, 2016, one of the City's two full-time Custodians retired. In evaluating the staffing needs of the Maintenance & Utilities Division, the Maintenance and Utilities Superintendent proposes a change in allocated full-time positions to better meet the City's needs in all government buildings, but specifically at the Swim Center.

The maintenance at the Swim Center is unique and it requires the City to have an individual on staff who possesses a Certified Pool Operator Certificate (CPO). Currently we have one part-time individual with the CPO, but long term it's important to have at least one full-time employee with this certification. California Code of Regulations, Title 22 requires the operator of the swimming pool to comply with disinfection, maintenance and written record standards which if not adhered to may result in the closure of the facility. By adding a Building Maintenance Specialist who will be assigned to government buildings, the City will have better coverage for the pool's maintenance needs.

In order to continue to meet the City's custodial needs, this change will also involve elimination of a part-time Facility Maintenance Worker II position and the addition of a part-time Custodian.

FISCAL IMPACT

Initially, this proposal is anticipated to be cost neutral. In future years, when the Building Maintenance Specialist advances to the top step, it is estimated there will be an annual cost to the City of approximately \$16,000.

Approximate Year 1 Savings:

Eliminate Full-time Custodian: (\$77,000)
Eliminate Part-time Facility Maintenance Worker II: (\$47,000)
Savings: (\$124,000)

Approximate cost Year 1:

Additional Full-time Building Maintenance Specialist: \$90,000
Additional Part-time Custodial Attendant: \$35,000
Cost: \$125,000

Although this proposal has no initial budget impact, in future years when the new Building Maintenance Specialist advances to the top step, there will be a budget impact of approximately \$16,000 per year (depending on benefits).

ATTACHMENTS

1. Resolution
-

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 MODIFYING
THE POSITION ALLOCATION LIST TO ADD ONE BUILDING MAINTENANCE
SPECIALIST AND DELETE ONE CUSTODIAN**

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

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

WHEREAS, the Maintenance & Utilities Division requires a Building Maintenance Specialist to perform specialized functions at the City's Swim Center; and

WHEREAS, the Building Maintenance Specialist job description and salary range was previously approved by the City Council.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves modifying the position allocation list to add one Building Maintenance Specialist and delete one Custodian.

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

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

Ralph Rubio, Mayor
City of Seaside

ATTEST:

Lesley Milton, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: October 6, 2016

SUBJECT: CONSIDERATION OF TWO RESOLUTIONS CONSENTING TO THE INCLUSION OF CITY OF SEASIDE PROPERTIES IN THE CALIFORNIA HOME FINANCE AUTHORITY PACE PROGRAMS AND ASSOCIATE MEMBERSHIP IN CALIFORNIA HOME FINANCE AUTHORITY TO FINANCE RENEWABLE ENERGY IMPROVEMENTS, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE

PURPOSE

The purpose of this item is for the City Council to consider approving two resolutions which would allow property owners within the City of Seaside the opportunity to participate in the Ygrene Works for California PACE financing program which provides for renewable energy improvements, energy and water efficiency improvements and electric vehicle charging infrastructure.

RECOMMENDATION

It is recommended that the City Council consider the attached resolutions authorizing the City's participation in the Ygrene Works for California PACE financing program which provides for renewable energy improvements, energy and water efficiency improvements and electric vehicle charging infrastructure:

1. Review and adopt a resolution consenting to Inclusion of Properties within the City's Jurisdiction in California Home Finance Authority Community Facilities District No. 2014-1 (Clean Energy) to Finance Renewable Energy Generation, Energy Efficiency, Water Conservation and Electric Vehicle Charging Infrastructure Improvements and approving associate membership in California Home Finance Authority.
2. Review and adopt a resolution consenting to Inclusion of Properties within the City's

Incorporated Area in the California Home Finance Authority PACE Program to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and approving associate membership in California Home Finance Authority.

BACKGROUND

California Home Finance Authority ("CHF") is a joint exercise of powers authority established in accordance with Section 6500 of the Government Code of California and the Joint Power Agreement entered into on July 1, 1993, the "Authority JPA".

CHF has established two Property Assessed Clean Energy ("PACE") financing programs for residential, commercial, industrial and agricultural properties to address high up-front costs for property owners to improve their properties through installation of renewable energy or reduced energy and water use improvements. By offering low cost financing, CHF's PACE programs allows construction of these projects. In addition these projects stimulate building activity and the overall local economy, reduce peak energy demand, increase property values, and generate savings property owners.

Two PACE Financing Programs are established under California law:

- 1) PACE Community Facilities District for the purpose of financing or refinancing the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property. Properties can be annexed into the district if (i) the Council adopts a resolution consenting to the inclusion of parcels in the incorporated areas of the City within the CFD and (ii) each property owner provides its written approval for annexation of its property into the PACE CFD.
- 2) PACE Contractual Assessment Program authorizes cities and counties to establish voluntary contractual assessment programs for the purpose financing private property improvements that promote renewable energy generation, energy and water efficiency and electric vehicle charging infrastructure. Properties can be annexed into the program if (i) the Council adopts a resolution consenting to the inclusion of parcels in the incorporated areas of the City within the program and (ii) each participating owner consents in writing to the annexation of its property into the PACE program.

CHF contracts with Ygrene Energy Fund (Ygrene) to serve as the program administrator and to operate the Ygrene Works for California PACE financing program.

The City of Seaside previously approved participation in another HERO PACE program. Adding the CHF PACE programs, to be administered by Ygrene, provides more options for City property owners. It will not add to or require any additional responsibilities for the City.

To participate in the PACE programs, the City must become an Associate Member of CHF (JPA Agreement attached). Associate membership requires no dues or other costs to the City, but permits participation in all CHF programs including the PACE program. The attached resolutions approve joining the JPA as an Associate Member.

The first resolution authorizes the City to join the JPA as an Associate Member and permits property owners within the incorporated areas of the City to participate in the Community Facilities District.

The second resolution authorizes the City to join the JPA as an Associate Member and permits property owners within the incorporated areas of the City to participate in the Authority PACE Program.

Each resolution also authorizes CHF (1) to accept applications from property owners within the City's incorporated area to finance authorized improvements; and (2) to conduct proceedings and levy special taxes or contractual assessments, as applicable, on the property of participating owners.

FISCAL IMPACT

There is no fiscal impact to the City's general fund incurred by consenting to the inclusion of properties within the City limits in the California Ygrene Program. The City will have no administrative responsibilities, marketing obligations, or financial obligations associated with the Ygrene PACE program.

ATTACHMENTS

1. California Home Finance Authority Amended and Restate Joint Exercise of Powers Agreement
 2. Resolution Authorizing City to join JPA as Associate Member and permits property owners in incorporated areas to participate in the CDF program
 3. Resolution authorizing City to join JPA as Associate Member and permits property owners in incorporated areas to participate in the PACE program
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

JPA Agreement

CALIFORNIA HOME FINANCE AUTHORITY AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS:

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act..

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve ex officio as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

21. Miscellaneous

a. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. Construction. The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

c. Approvals. Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. Jurisdiction; Venue. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. Integration. This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. Severability. Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993

Amended and restated December 10, 1998

Amended and restated February 18, 1999

Amended and restated September 18, 2002

Amended and restated January 28, 2004

Amended and restated December 10, 2014

[SIGNATURES ON FOLLOWING PAGES]

ATTACHMENT 1

CALIFORNIA HOME FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS
NAME OF COUNTY OR CITY:

_____ Dated:

By:

Name:

Title:

Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE, CALIFORNIA
CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION
IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES
DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY
IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION
IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND
APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS
AUTHORITY RELATED THERETO

Recitals

WHEREAS, the California Home Finance Authority, a California joint powers authority, (the "Authority") has established the Community Facilities District No. 2014-1(Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the "District"); and

WHEREAS, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and

WHEREAS, the Authority is in the process of amending the Authority Joint Powers Agreement (the "Authority JPA") to formally change its name to the Golden State Finance Authority; and

WHEREAS, the City of Seaside is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the "Unanimous Approval Agreement"), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Authorized Improvements; and

WHEREAS, the Authority has established the District, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and, to assist property owners within the incorporated area of the City in financing the cost of installing Authorized Improvements; and

WHEREAS, the City will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in the case of delinquencies in the payment of any special taxes in connection with the District.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the installation of the Authorized Improvements.

2. This City Council consents to inclusion in the Authority CFD No. 2014-1 (Clean Energy) of all of the properties in the incorporated area within the City and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements.

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 6th day of October, 2016 by the following vote:

AYES: 0 COUNCIL MEMBERS
NOES: 0 COUNCIL MEMBERS
ABSENT: 0 COUNCIL MEMBERS
ABSTAIN: 0 COUNCIL MEMBERS

Ralph Rubio, Mayor
City of Seaside

ATTEST:

Lesley E. Milton, City Clerk

Exhibit A

JPA Agreement

CALIFORNIA HOME FINANCE AUTHORITY
AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS:

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act..

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve ex officio as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

21. Miscellaneous

a. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. Construction. The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

c. Approvals. Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. Jurisdiction; Venue. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. Integration. This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. Severability. Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993

Amended and restated December 10, 1998

Amended and restated February 18, 1999

Amended and restated September 18, 2002

Amended and restated January 28, 2004

Amended and restated December 10, 2014

[SIGNATURES ON FOLLOWING PAGES]

ATTACHMENT 1

CALIFORNIA HOME FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS
NAME OF COUNTY OR CITY:

_____ Dated:

By:

Name:

Title:

Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY, PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

WHEREAS, the California Home Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

WHEREAS, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

WHEREAS, Authority has established a property-assessed clean energy ("PACE") Program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Seaside (the "City") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and

WHEREAS, Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached

as Exhibit “A” hereto, to participate in the programs of the JPA and to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City’s incorporated area will be benefited by the availability of the Authority PACE Program to finance the installation of the Improvements.

2. This City Council consents to inclusion in the Authority PACE Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 6th day of October, 2016 by the following vote:

AYES: 0 COUNCIL MEMBERS
NOES: 0 COUNCIL MEMBERS
ABSENT: 0 COUNCIL MEMBERS
ABSTAIN: 0 COUNCIL MEMBERS

Ralph Rubio, Mayor
City of Seaside

ATTEST:

Lesley E. Milton, City Clerk

Exhibit A

JPA Agreement

**CALIFORNIA HOME FINANCE AUTHORITY
AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
(Original date July 1, 1993 and as last amended and restated December 10, 2014)**

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS:

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act..

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve ex officio as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

21. Miscellaneous

a. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. Construction. The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

c. Approvals. Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. Jurisdiction; Venue. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. Integration. This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. Severability. Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993

Amended and restated December 10, 1998

Amended and restated February 18, 1999

Amended and restated September 18, 2002

Amended and restated January 28, 2004

Amended and restated December 10, 2014

[SIGNATURES ON FOLLOWING PAGES]

ATTACHMENT 1

CALIFORNIA HOME FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS
NAME OF COUNTY OR CITY:

_____ Dated:

By:

Name:

Title:

Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director

DATE: October 6, 2016

**SUBJECT: RESOLUTION ADOPTING THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF SEASIDE AND THE
SEASIDE POLICE OFFICERS' ASSOCIATION**

PURPOSE

The purpose of this item is to request the City Council approve a resolution adopting the Memorandum of Understanding (MOU) with the Seaside Police Officers' Association which has agreed to the terms of the proposed agreement.

RECOMMENDATION

It is recommended that the City Council approve the resolution adopting the Memorandum of Understanding with the Seaside Police Officers' Association.

BACKGROUND

The Seaside Police Officers' Association represents approximately 38 employees in the Police Department, including sworn (e.g. Police Officer) and non-sworn (e.g. Police Records Technician) members. Last November, the City and the Association began meeting and conferring to discuss items for the MOU that expired December 31, 2015. From the start, the tone of the negotiations was positive and professional as the parties discussed matters of mutual interest including reasonable salary adjustments, the classification and compensation study, night shift differential, and various MOU clean up items.

The City and the Police Officers' Association have reached a comprehensive agreement. The success of these negotiations was based on the approach the parties agreed upon at the outset, which was a commitment to negotiate in good faith and to have open, honest, and productive discussions. Though the parties at times disagreed, the mutual respect demonstrated by all members aided in reaching resolution on the successor contract.

The key provisions of the agreement between the City Manager's and POA's representatives are:

1. Term: 12 months expiring December 31, 2016.
2. Salary:
 - a. 4% base salary increase for all safety positions effective January 2, 2016
 - b. 2% base salary increase for all non-safety positions effective January 2, 2016
3. Night Shift Differential: All sworn members of the association regularly scheduled to work between 9:00 p.m. and 7:00 a.m. will receive night shift differential in the amount of \$160 per month. The qualifying shifts currently include 3:00 p.m. to 3:00 a.m.; 6:00 p.m. to 6:00 a.m.; and 7:00 p.m. to 7:00 a.m.

FISCAL IMPACT

The cost of this package for Fiscal Year 2015/2016 is approximately \$105,000. This portion of the agreement was not budgeted, however it can be absorbed by year end savings from unfilled positions.

The cost of this package in Fiscal Year 2016/2017 is approximately \$216,000. In preparing the Adopted Budgeted, staff anticipated and included \$211,000 for salary adjustments. It is anticipated the additional \$5,000 will be absorbed by other budget savings during the year.

ATTACHMENTS

1. Resolution
 2. POA MOU
-

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

**ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SEASIDE AND THE SEASIDE POLICE OFFICERS' ASSOCIATION**

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

WHEREAS, the Seaside Police Officers' Association, and the representatives of the City Manager of the City of Seaside have reached agreement with respect to matters herewith jointly set forth, and have developed a written understanding of such matters for the purpose of presenting it to the City Council of the City of Seaside for its determination.

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of September, 2016, by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

**Memorandum of Understanding
Between the City of Seaside
And
The Seaside Police Officers'
Association**

January 1, 2016 – December 31, 2016

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY MANAGER
OF THE CITY OF SEASIDE AND THE POLICE OFFICERS ASSOCIATION**

January 1 – December 31, 2016

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY MANAGER
OF THE CITY OF SEASIDE AND THE POLICE OFFICERS ASSOCIATION**

January 1, 2016 – December 31, 2016

We, the undersigned, duly appointed representatives of the City of Seaside and of the Police Officers Association, a recognized employee organization, hereinafter referred to as "City" and "Association", having met and conferred in good faith in accordance with the Meyers-Milius-Brown Act, (government Code Section 3500 et. seq.) do hereby prepare and execute the following written Memorandum of Understanding. It is understood that the provisions herein set forth supersede previous Memoranda of Understanding between the City and Association, and apply to the City of Seaside sworn police and civilian employees designated to be represented by the Association.

SECTION 1: TERM

The provisions of the Memorandum of Understanding shall become effective January 1, 2016, and shall remain in effect for a period, terminating on December 31, 2016.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. Salary Adjustments:

- a. Effective the pay period beginning January 2, 2016, all represented safety positions will receive a 4% base salary increase.
- b. Effective the pay period beginning January 2, 2016, all represented non-safety positions will receive a 2% base salary increase.

2. Longevity Pay:

Bargaining unit members with ten or more years of service shall receive longevity pay in the amount of 2.5% of the member's base salary rate.

B. Overtime

1. Sworn Personnel:

- a. Pre-Approval: Requests for overtime that can be scheduled should be pre-approved by the Department Head or designee. Overtime not possible to schedule in advance and necessary for public safety and welfare shall be worked at Department Head discretion, subject to City Manager review.
- b. Minimum Overtime Guarantee: An employee represented by POA who is called back to work after he/she has completed his/her regular shift and has left his/her place of employment, or who is required to

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make a job related court appearance on off-duty hours shall be compensated for a minimum of four (4) hours overtime. It is expressly understood that an employee who works overtime (including court appearances) immediately prior to or subsequent to his/her regular work shift shall be compensated at the actual hours worked with no minimum number of hours guaranteed.

- c. Maximum Compensatory Leave Balance: Sworn employees will be allowed to have no more than one-hundred (100) hours of compensatory time at any given time.
- d. Court Time: Sworn members of the police department will be paid court time at time and a half for all hours required beyond regular duty hours, beginning with arrival at court and ending with departure from court.

2. Civilian Personnel (non-sworn):

- a. FLSA Calculation: Civilian employees will be paid overtime in accordance with the FLSA (over 40 hours in a work week).
- b. Maximum Compensatory Leave Balance: Civilian employees will be allowed to have no more than eighty (80) hours of compensatory time at any given time.

3. Sell Back Option:

Sworn and civilian employees may sell back compensatory time or vacation time not used up to a maximum of sixty (60) hours per year with management approval. Employees wishing to sell back leave must notify Finance by September 15 of each year and payoff will occur the first pay period of November.

C. Special Pay Assignments

1. Motors:

- a. Effective with the administrative assignment, a City appointed number of qualified Police Officers shall be assigned motor duties and be compensated at a 5% premium above his or her current rate of pay during the assignment. The removal of the premium assignment shall not be considered disciplinary.

2. Canine Handler:

- a. The canine handler shall receive special assignment pay of 5%. In addition, the canine handler will receive fifteen (15) hours per month to care and maintain their K9. Additional hours spent in extraordinary care (e.g., time spent in trips for veterinary care) should also be reported. When a canine handler is required to perform extraordinary


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off-duty canine care that causes a substantial increase in the normal off-duty hours worked for that month, the handler shall submit a written request to the Police of Chief or the Chief's assigned designee for additional compensation for the hours spent performing such work.

3. Rotational Assignments:

- a. The Investigator, School Resource Officer, and Crime Prevention Specialist (Community Liaison Officer) are three-year rotational classifications.
- b. Effective with administrative assignment, officers assigned to these rotational classifications receive an additional 5% over his/her regular pay rate.
- c. The removal of the rotational assignment shall be at the discretion of the Police Chief.

4. Bilingual Pay (Sworn):

- a. 2 ½% premium above base pay will be granted to use Spanish or Vietnamese as tested for speaking and listening;
- b. 5% premium above base pay will be granted to use Spanish and/or Vietnamese as tested for writing, speaking, and listening.
- c. This program is subject to administrative direction and to City established procedures and annual testing. The City intends to use Language Testing International (LTI) or another suitable and appropriately certified testing organization.
- d. Removal of this premium shall not be considered disciplinary action.
- e. Bilingual pay is limited to 5% and is non-stackable.

5. Bilingual Pay (Civilian Employees):

- a. 2 ½% premium above base pay will be granted to use Spanish as tested for speaking and listening;
- b. 5% premium above base pay will be granted to use Spanish as tested for writing, speaking, and listening.
- c. This program is subject to administrative direction and to City established procedures and annual testing. The City intends to use Language Testing International (LTI) or another suitable and appropriately certified testing organization.
- d. Removal of this premium shall not be considered disciplinary action.

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- e. Bilingual pay is limited to 5% and is non-stackable.

6. *Additional Pay for Temporarily Assuming Supervisor's Position (Sworn Personnel):*

- a. A pay increase not to exceed 5% may be paid to an employee temporarily filling a supervisor's position while the supervisor's position is vacant. The determination of vacancy will be based upon recommendation by the Department Head to the City Manager.
- b. The increased pay will not be paid in any case unless a supervisor vacancy is the result of sickness, resignation, or termination.
- c. The increased pay will not be paid when the supervisor is on vacation.
- d. The increased pay will not be paid for the first thirty calendar days of the vacancy as determined above.
- e. "Supervisor" is defined narrowly and means only the person to whom the employee is responsible on a continuing basis.

7. *Acting Positions – Police Corporal:*

- a. A Police Corporal assigned to assume the role of a supervisor by the Chief or designee in the absence of the Sergeant for a period in excess of fourteen (14) calendar days shall receive a 5% differential. The 5% differential shall begin on the 15th calendar day.

8. *Acting Positions – Civilian Personnel (Non-sworn):*

- a. Employees who are assigned to perform a majority of the duties of a position within a higher classification from that in which they are regularly employed shall, receive the compensation specified for that position to which assigned, if performing the duties thereof for a period of thirty (30) consecutive work days.
- b. Said increased compensation should be at the lowest step of the higher classification which will accord such employee an increase of at least five (5) percent over his/her current regular compensation.

The assignment shall be confirmed in writing by the City Manager based upon recommendation by the Department Head

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

9. *Shift Differential – Civilian Personnel (Non-sworn):*

- a. Civilian personnel who are assigned to the midnight shift shall receive 5% differential pay.

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10. Shift Differential – Sworn Personnel:

Effective the pay period beginning December 31, 2016, all sworn members of the association regularly scheduled to work between 9:00 p.m and 7:00 a.m. will receive night shift differential in the amount of \$160 per month. The qualifying shifts currently include 3:00 p.m. to 3:00 a.m.; 6:00 p.m. to 6:00 a.m.; and 7:00 p.m. to 7:00 a.m.

D. Administration of Pay Plan:

1. Anniversary Date

- a. The anniversary date for each employee is the date he/she is hired, reclassified, or promoted.
- b. The anniversary date of any employee shall be adjusted, or changed, in the case of a leave of absence, by moving said anniversary date forward a time equal to the length of such leave of absence, except family care or medical leave, according to the California Family Rights Act and military leaves of absence in accordance with the California Military and Veterans Code and Title 38, chapter 43, U.S. Code. Whenever any employee is absent from work without pay for any period exceeding thirty (30) continuous days, the anniversary date of said employee shall be adjusted by moving said anniversary date forward a time equal to the length of absence from work.
- c. Any employee who has served for one (1) year or more and takes leave of absence for purposes of military service in excess of the time defined as "temporary military leave", as defined by the Military and Veterans Code, shall upon return to employment with the City, have their anniversary date adjusted by moving said date forward a length of time equal to the number of days absent from employment due to military service, provided, however, said employee returns to work for the City within ninety (90) days of his/her discharge or release from military service.
- d. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth below.

E. Salary Ranges

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

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


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- b. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance following the completion of six (6) months satisfactory service in the first step and upon written recommendation of the Department Head and approval by the City Manager.
- c. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of the Department Head and approval by the City Manager.
- d. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance following the completion of twelve (12) months satisfactory service in the third step and upon written recommendation of the Department Head and approval by the City Manager.
- e. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance following the completion of twelve (12) months satisfactory service in the fourth step and upon the written recommendation of the Department Head and approval of the City Manager.
- f. Notwithstanding the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to classification having a higher overlapping salary range, shall be adjusted:
 - i. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. If the step in the new range is the first step, the employee shall remain in that step for six (6) months before becoming eligible for advancement to the second step.
 - ii. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.
- g. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward, the employees shall have their existing salary adjusted to the same step in the new range.



- h. In any case where, by reason of unusual circumstances, rigid adherence to the forgoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.
- i. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time services, the rate of compensation provided for such positions shall be adjusted accordingly, except those employees indicated in this resolution as working part-time or on a retainer, in which case they shall draw the full salary indicated. If the present adjustments shall be made in the rates, the step plan shall apply to part-time salaried as well as full-time salaried employees.
- j. Changes in pay rates shall be made on the first day on the pay period next following the date of eligibility and authorization.

SECTION 3: BENEFITS

A. PERS Retirement System Safety - Sworn:

1. Safety Retirement Plans:

- a. Tier 1 - CalPERS 3% @ 50 provided to all sworn safety employees hired prior to January 1, 2011.
- b. Tier 2 - CalPERS 3% @ 55 will be provided to all sworn safety employees hired on or after January 1, 2011 who are not defined as "new members" under the Public Employees' Pension Reform Act of 2013 ("PEPRA") ("classic members").
- c. Tier 3 - CalPERS 2.7% @ 57 plan will be provided to all sworn safety members hired on or after January 1, 2013 who are "new members" as defined under the PEPRA.

2. Implementation of 2% @ 50:

In the event that a majority of agencies in an agreed upon survey market, or in the ten (10) closest jurisdictions, moves to 2% @ 50, Seaside POA agrees that the 2% @ 50 plan can be implemented by the City for new hires at that point in time. The City will provide notice to the POA and an opportunity to review the market data prior to implementation of the new retirement formula.


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3. Contribution:

- a. Effective July 6, 2013, Tier 1 and Tier 2 safety bargaining unit members will pay the full member contribution rate required by CalPERS.
- b. Effective January 1, 2013, Tier 3 safety bargaining unit members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA.
- c. All POA safety members shall pay an additional 3% to CalPERS in accordance with Government Code Section 20516 (Employees Sharing Additional Cost).

4. Survivor Benefits:

Association members are enrolled in the 1959 Survivors Benefit Level Four. The employee cost is \$2 per month.

B. Civilian Personnel Miscellaneous (Non-sworn)

1. Miscellaneous Retirement Plans:

- a. Tier 1: CalPERS 2% @ 55 will be provided to all miscellaneous bargaining unit members who are not defined as "new members" under the PEPRA ("classic members").
- b. Tier 2: CalPERS 2% @ 62 plan will be provided to all miscellaneous bargaining unit members hired on or after January 1, 2013 that are defined as "new members" under the PEPRA.

2. Contribution:

- a. Tier 1: Effective July 6, 2013, all Tier 1 miscellaneous bargaining unit members will pay the full member contribution required by CalPERS.
- b. Tier 2: Effective January 1, 2013, all Tier 2 miscellaneous bargaining unit members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA.
- c. All POA miscellaneous members shall pay an additional 3% to CalPERS in accordance with Government Code Section 20516 (Employees Sharing Additional Cost).


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3. Survivor Benefits:

Association members are enrolled in the 1959 Survivor Benefits Level Four in accordance with the PERS contract. Employee contribution is \$2.00 per month per employee.

C. PARS Supplemental Retirement Plan (Civilian Miscellaneous Personnel):

1. Plan:

The City will provide the PARS .5% at 55 supplemental retirement plan with credit for prior CalPERS and City service for all non-sworn miscellaneous members hired prior to January 1, 2011.

2. Eligibility:

Employees must have three years of City service and have been hired prior to January 1, 2011 to be eligible. The plan became effective on July 1, 2002.

3. Contribution:

The City will make the employee's contribution.

D. Deferred Compensation:

The City will pay a total of fifty dollars (\$50) per month to the ICMA deferred compensation program for each employee represented by POA who makes a matching contribution.

E. Medical, Dental, and Vision Insurance:

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

1. Contributions:

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

- a. Medical Plan Contributions for association members hired before October 15, 2015, for the period of January 1 – December 31, 2016:

- i. MCSIG PPO \$25 (80/20 Plan) and MCSIG PPO \$40 (70/30 Plan) for the 2016 calendar year only.

SPOA Members electing to participate in the MCSIG PPO \$25 (80/20 Plan) or the MCSIG PPO \$40 (70/30 Plan) will contribute an amount equal to the current employee contribution less the difference between the premium for the City's 2016 Anthem PPO (90/10 Plan) and the MCSIG PPO Plan premium.

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Starting January 1, 2017, the contribution rates for this plan will follow the formula outlined in "b" below.

- ii. PACE Plan (90/10 Plan) Grandfathered Tier – open to employees hired before October 15, 2015. The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.
- b. Medical Plan contributions for all new members hired after October 15, 2015, and for all members beginning January 1, 2017:
 - i. MCSIG PPO \$40 (70/30 Plan).
The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.
 - ii. MCISG PPO \$25 (80/20 Plan).

SPOA Members electing to participate in the MCSIG PPO \$25 (80/20 Plan) will pay the difference between the City's contribution for the PPO \$40 Plan and the PPO \$25 Plan premium.
 - iii. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.

New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO \$40 plan and the PACE Plan premium.
 - iv. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.

The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.
- c. The City will split the cost of any increase or decrease in dental and vision premiums with the employee on a 50/50 basis.

3. Retiree Medical:

- a. The City shall pay the employees (not dependents) cost of medical insurance for retirees represented by POA who were hired prior to January 1, 2011. The City shall pay until retiree reaches age 65 or becomes eligible for Medicare, whichever comes first.


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- b. POA disabled employees retiring must have ten (10) years of continuous service, but do not need to be 50 years of age to receive this benefit.
- c. Personnel must have ten years of continuous service, have been hired prior to January 1, 2011, and be 50 years of age to receive this benefit. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.
- d. Employee may cover spouse by paying the monthly premium.
- e. In the event that coverage is not available under the City's plan, and where an eligible employee elects to continue health coverage under COBRA, the City shall contribute to that COBRA payment an amount not to exceed the monthly premium for the City's health insurance plan for the period of time of COBRA eligibility or up to age 65, whichever is less.

F. Life Insurance:

1. Sworn Employees:

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

2. Civilian Employees:

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

G. Long-Term Disability:

The City and the employee shall share the cost of a long-term disability program for the employee represented by Police Association.

H. IRS Section 125 Plan:

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

I. Uniform Allowance:

1. Sworn Personnel:

- a. Newly hired sworn members of the police department will be provided with uniforms and shall receive \$15.00 per month uniform maintenance allowance for the first year of employment. Newly hired sworn personnel will not be required to purchase a Class A jacket until successful completion of probation.


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- b. All sworn police personnel except for those in their first year of employment will receive a uniform allowance of \$81 per month.

2. Civilian Personnel (Non-sworn):

- a. Newly hired civilian members of the police department will be provided with uniforms and shall receive \$15.00 per month uniform maintenance allowance for the first year of employment.
- b. Civilian personnel required to wear uniforms will receive a uniform allowance of \$78 per month after the first year of service.

J. Mileage Reimbursement:

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

K. Wellness Program:

1. Health Club Membership:

The City will pay up to \$45 per month towards an employee membership at a health club upon submission of receipt of contract to the Finance Division.

L. Annual Medical Physical:

Physical examinations for sworn personnel will be every two years.

SECTION 4: LEAVE PROVISIONS

A. Vacations

1. Accrual: *FM*

All regular and employees shall earn vacation as follows:

- a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of six and two thirds ($6 \frac{2}{3}$) hours per month or ten (10) days per year for POA.
- b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of ten (10) hours per month or fifteen (15) days per year for POA.
- c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of eleven and one third ($11 \frac{1}{3}$) hours per month or seventeen (17) days per year for POA.

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- d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years, vacation will be earned at the rate of thirteen and one third ($13 \frac{1}{3}$) hours per month or twenty (20) days per year for POA.
- e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth year, vacation will be earned at the rate of fourteen (14) hours per month or twenty-one (21) days per year.

2. *Vacation During Initial Probation:*

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

3. *Vacation and Holidays:*

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

4. *Vacation Upon Termination:*

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

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

5. *Maximum Accumulation:*

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

6. *Sell Back Option:*

Sworn and civilian employees may sell back compensatory time or vacation time not used up to a maximum of 60 hours per year with management approval. Employees wishing to sell back leave must notify Finance by

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September 15 of each year and payoff will occur the first pay period in November.

7. *Compensation in Lieu of Time Off:*

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

8. *Accumulation during OJI Leave:*

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

9. *No Interruption of Accumulation:*

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

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

1. *Accrual:*

Each full-time employee in POA, shall earn eight (8) hours of sick leave with pay for each calendar month or major fraction thereof served.

2. *Use of Leave:*

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

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

3. *Sick Leave Upon Rehire*

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

4. *Illness/Injury During Vacation:*

When an illness or injury requiring doctors treatment, and/or hospitalization occurs during an employee's vacation or approved leave of absence with pay,

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and the injury or illness is of a nature that would prohibit the employee from performing his/her duties, the employee shall submit a memorandum giving full and complete information as well as a doctor's verification to their respective department head for a determination that such time off will be charged to sick time rather than to vacation time.

5. *Family Sick Leave:*

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

6. *Bereavement Leave:*

Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Immediate family is defined as a parent, child, spouse or domestic partner, brother, sister, grandparents, father-in-law, and mother-in-law of the employee (and includes step and foster parents and children). Employee may use sick leave to extend bereavement leave to a total of one week. For those working a traditional 5/8 schedule, this would be 16 hours of sick leave. For those working a 4/10 plan, this would be 10 hours of sick leave.

C. *On-The-Job Injury Leave:*

1. *Sworn Personnel:*

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

2. *Civilian Personnel (Non-Sworn):*

Whenever a Civilian employee is disabled by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled to a leave of absence without loss of salary for a period not to exceed three (3) months in any five (5) year period. The employee will draw full salary under OJI leave, and the City will take credit for any temporary disability payments.

3. *Leave Accrual:*

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


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4. *Temporary Disability:*

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

5. *Use of Accumulated Leaves:*

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

6. *Therapy for On-The-Job Injury:*

Employees assigned to a day shift will continue to undergo therapy for on-the-job injuries on city time. Employees assigned to other shifts who undergo therapy for on-the-job injury on their own time will receive compensatory time or time off on an hour-for-hour basis.

D. *Holidays*

1. *Regular Holidays:*

All and employees shall be entitled to the following holidays:

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

2. *Holiday Calculation:*

Holidays shall be calculated on an eight (8) hour workday regardless of the employee's work schedule.

3. *Memorials:*

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

4. *Holidays on Sunday*

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


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5. *Holidays on Saturday:*

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

6. *Holidays and Scheduled Days Off:*

It is further agreed that when a scheduled day off falls on a Friday that is a City recognized holiday, the employee will be given the preceding Thursday off; and, when the employee's scheduled day off falls on a Monday that is a City recognized holiday, the employee will be given the following Tuesday off. No other compensation will be granted.

E. *Jury Duty and Subpoenas:*

1. *Jury Duty:*

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

2. *Subpoenas:*

When an employee represented by the Police Officers Association is summoned for jury duty or subpoenaed (for non-city, non-personal) witness duty, and must perform such duty during a regularly assigned city work shift, that employee will be granted court leave of absence with pay for all periods of time absent from a regularly assigned city work shift for the performance of such duty.

SECTION 5: WORKING CONDITIONS

A. *Educational Incentive Program:*

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

1. *Tuition Reimbursement:*

- a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Department Head. Classes will be approved for reimbursement so long as they are determined to be job related, or required as a part of a degree program. Disputes regarding course approval will be submitted to the Human Resources Director.
- b. A sworn employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time. The City will encourage enrollment through a tuition and reimbursement plan with a maximum of \$300 per

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fiscal year, providing transcript verification of a grade of "C" or better for the sworn employees.

- c. A civilian employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time. The City will encourage enrollment through a tuition and book reimbursement with a maximum of \$400 per fiscal year for Certificate Program and AA plan and \$600 per fiscal year for BA and MA plan providing transcript verification of a grade of a "C" or better for civilian employees.
- d. After completing the course with a grade of "C" or better ("Pass" or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the employee's department head indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Director. This information shall be submitted on forms provided by the Human Resources Department.
- e. Employees may take courses from public or private schools, colleges, or universities which are accredited under the auspices of the Council on Post Secondary Education, when such courses are undertaken for the purpose of improving their efficiency, knowledge, or competency in the performance of their duties.

2. *Educational Incentive Pay:*

- a. POST Intermediate Certificate or AS/AA Degree - 3%
- b. POST Advanced Certificate of BS/BA Degree - 5%
- c. POST Supervisory Certificate or MA/MS Degree from - 7%
- d. Educational incentive pays are not cumulative (stackable). The maximum salary increment attainable under this program is 7%.
- e. An employee must pass probation before receiving this benefit with the exception of lateral transfers who may apply upon employment.

3. *Re-certification Training*

With regard to sworn Police personnel, the Chief of Police will designate an official to be responsible for scheduling classes adequate for re-certification training. The official designated will insure that there are sufficient classes scheduled each year to afford all police including shift work and court appearances.

B. Service Awards:

The service award program shall include service awards presented to employees after every five (5) years of full-time service with the City. If desired by the employee, recipients of service awards will be recognized by the City Council. Upon service retirement, a plaque will be awarded.

C. Employee Incentive Pay:

- a. All employees shall be eligible for Employee Incentive Pay for cost saving suggestions. Employees wishing to apply for incentive pay will submit their suggestion to the Employee Task Force for review. The Task Force will coordinate with the appropriate City departments/divisions to determine the acceptability of the cost-saving suggestion and establish remuneration.
- b. A cost saving suggestion resulting in a one time saving would be evaluated for a one-time bonus. This bonus may range from \$5.00, up to and not to exceed \$25.00. A cost saving suggestion resulting in an annual saving of a substantial amount of money would be evaluated for an annual bonus of \$100.00.

D. Work Schedule:

1. Patrol:

All police patrol positions will work a 4/10-3/12 hybrid schedule.

- a. The assignment of shifts is subject to management direction and shall be based upon seniority except the City may change the selection based upon City demonstrated need.
- b. The assignment of shift start and ending times are subject to management direction and once established may be changed to meet City needs.
- c. Patrol employees working the 3/12 schedule shall work three 12-hour shifts. Each week employees will bank 4 hours that must be used in a department approved manner. Department approved alternatives include but are not limited to: training; use of accumulated time off or furlough time; report writing or other station duties; or pre-designated or other duties as assigned. It is the employee's responsibility to ensure this bank is utilized in a department approved manner. Unless an approved leave request form for use of vacation or comp time has been submitted prior to the end of the pay period, any time owed the City at the end of the pay period shall be unpaid furlough time.

2. Community Services and Investigations:

Sworn non-management or supervisory employees assigned to the Community Services and Investigations Divisions will work a 4/10 schedule.

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3. Administration:

The Administrative Corporal will work a 4/10 schedule.

4. Shift Assignments:

Seniority system will be used for shift assignments. Notwithstanding the seniority system for shift assignments, the Chief has the right to change the shift of any employee to meet departmental needs. Such decisions shall be within the sole discretion of the Chief.

SECTION 6: MISCELLANEOUS

A. City's Right To Discovery:

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

B. Savings Clause:

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

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

Craig Malin, City Manager
City of Seaside

Date

Frank Martin, President
Seaside Police Officer Assoc.

9-23-16

Date

Dennis Wallach, Labor Consultant
Mastagni Holstedt, A.P.C.

9/20/16

Date



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director

DATE: October 6, 2016

**SUBJECT: RESOLUTION OF INTENTION AND INTRODUCTION OF AN
ORDINANCE AUTHORIZING AN AMENDMENT TO THE
CONTRACT WITH THE BOARD OF ADMINISTRATION OF THE
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM TO
PROVIDE SECTION 20516 (EMPLOYEES SHARING ADDITIONAL
COST) FOR SEASIDE FIREFIGHTERS' ASSOCIATION MEMBERS**

PURPOSE

It is proposed that the City Council adopt a Resolution of Intention to modify the City's contract with the California Public Employees' Association to provide Government Code Section 20516 (Employees Sharing Additional Cost) consistent with the agreement reached with the Seaside Firefighters' Association.

RECOMMENDATION

It is recommended that the Council adopt the Resolution of Intention authorizing an amendment to the contract with the Board of Administration of the California Public Employees' Retirement System to provide Section 20516 (Employees Sharing Additional Cost) for Seaside Firefighters' Association Members. In addition, it is recommended that the Mayor call for the introduction of an Ordinance authorizing an amendment to the contract between the City of Seaside and the Board of Administration of the California Public Employees' Retirement System.

BACKGROUND

On July 21, 2016, the City Council approved the adoption of a new Memorandum of Understanding (MOU) with the Seaside Firefighters' Association (SFA). In that MOU, the Firefighters' Association agreed to implement cost sharing for all members of the association. In order to implement the cost sharing provision of the MOU, the City is required to amend the contract with CalPERS.

Starting January 14, 2017, all members of the SFA will pay 3% of the City's contribution to CalPERS in addition to paying the employee contribution.

After the cost sharing provision becomes effective, the effective employee and City contributions to CalPERS (not including unfunded liability payments) will be as follows:

Plan	Number of Participants	City Contribution	Employee Contribution
Safety Tier 1 3% @ 50	17	16.536%	12%
Safety Tier 2 2% @ 50	2	12.742%	12%
Safety "PEPRA" 2.7% @ 57	2	9.082%	14.5%

The amendment of the contract with CalPERS requires several steps, including a secret ballot election by all affected employees. This election must be held following the adoption of the Resolution of Intention, and prior to the adoption of the Ordinance to amend the CalPERS contract.

IMPLEMENTATION SCHEDULE

CalPERS has provided the City the appropriate documents in order to implement the contract amendment in accordance with the following schedule:

October 6, 2016:

Council adopts Resolution of Intent and Introduces Ordinance Amending PERS contract

October 7 - 14, 2016:

Secret Ballot Election Period

November 3, 2016:

Council adopts the Ordinance Amending the PERS Contract

December 3, 2016:

Ordinance Becomes Effective

January 14, 2016:

Contract Amendment Becomes Effective

FISCAL IMPACT

This cost sharing program was approved by the City Council on July 21, 2016, as a component

of the Memorandum of Understanding with the Seaside Firefighters' Association.

Including the cost of this contract amendment, the cost of MOU package for Fiscal Year 2016/2017 is approximately \$116,000. In preparing the Adopted Budgeted, staff anticipated and included \$111,000 for salary adjustments and it's anticipated that the additional cost will be absorbed by other budget savings.

The cost of this PERS contract amendment is approximately \$7,500 for Fiscal Year 2016/2017 and approximately \$18,000 annually thereafter.

ATTACHMENTS

1. Resolution of Intention
 2. Ordinance
 3. PERS Contract Amendment
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

**RESOLUTION OF INTENTION
TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
CITY COUNCIL
CITY OF SEASIDE**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20516 (Employees Sharing Additional Cost) of 3% for local fire members in the Seaside Firefighters Association.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: _____
Presiding Officer

Title

Date adopted and approved

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE
AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE
CITY COUNCIL OF THE CITY OF SEASIDE AND THE BOARD OF
ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES'
RETIREMENT SYSTEM**

The City Council of the City of Seaside does ordain as follows:

Section 1.

That an amendment to the contract between the City Council of the City of Seaside and the Board of Administration of the California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

Section 2.

The Mayor of the City Council is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

Section 3.

This Ordinance shall take effect 30 days after the date of its adoption and prior to the expiration of 15 days from the passage thereof shall be published at least twice in the Monterey County Weekly, a newspaper of general circulation, published and circulated in the County of Monterey and thenceforth and thereafter the same shall be in full force and effect.

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

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS

Ralph Rubio, Mayor
City of Seaside

ATTEST:

Lesley E. Milton, City Clerk
City of Seaside



EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Seaside

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1957, and witnessed December 14, 1956, and as amended effective February 22, 1975, March 18, 1978, May 1, 1982, June 18, 1993, April 22, 1995, June 17, 2001, January 12, 2008, April 5, 2009, January 8, 2011, February 28, 2015 and July 4, 2015 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 17 are hereby stricken from said contract as executed effective July 4, 2015, and hereby replaced by the following paragraphs numbered 1 through 19 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members and age 62 for new local miscellaneous members; age 50 for classic local fire members and for those classic local police members entering membership in the police classification on or prior to January 8, 2011, age 55 for classic local police members entering membership for the first time in the police classification after January 8, 2011 and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1957 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. Public Agency and the Seaside Fire District have agreed to a merger of their contracts, and this contract shall be a continuation of the benefits of the contract of the Seaside Fire District, pursuant to Section 20567.5 of the Government Code. Such merger is effective as of March 1, 1960. Legislation repealed said Section effective January 1, 1988.
7. Public Agency and the Seaside Redevelopment Agency have agreed to a merger of their contracts, and this contract shall be a continuation of the benefits of the contract of the Seaside Redevelopment Agency, pursuant to Section 20567.6 of the Government Code. Such merger is effective as of April 11, 1976. Public Agency, by this contract, assumes the assets and liabilities accumulated under the former contract of the Seaside Redevelopment Agency. Legislation repealed said Section effective January 1, 1988.
 - a. Service performed for the former agency prior to the effective date of this merger shall be subject to the terms and conditions of the former agency's contract as it was effect at that time. Service performed after the effective date of this merger shall be subject to the terms and conditions of this contract. For purposes of computing retirement allowances, separate calculations shall be made for service performed under each contract.
8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member entering membership in the safety classification on or prior to January 8, 2011 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
11. The percentage of final compensation to be provided for each year of credited current service as a classic local fire member entering membership for the first time in the fire classification after January 8, 2011 shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).

12. The percentage of final compensation to be provided for each year of credited current service as a classic local police member entering membership for the first time in the police classification after January 8, 2011 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
13. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
14. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20042 (One-Year Final Compensation) for classic members only.
 - b. Section 20965 (Credit for Unused Sick Leave).
 - c. Section 21574 (Fourth Level of 1959 Survivor Benefits).
 - d. Section 20903 (Two Years Additional Service Credit).
 - e. Section 20475 (Different Level of Benefits). Section 21362 (2% @ 50 Full formula) is applicable to classic local fire members entering membership for the first time in the fire classification after January 8, 2011.

Section 21363.1 (3% @ Full formula) is applicable to classic local police members entering membership for the first time in the police classification after January 8, 2011.
 - f. Section 20516 (Employees Sharing Additional Cost):

From and after February 28, 2015 and until July 4, 2015, 2% for local miscellaneous members and local police members in the Seaside Police Officers' Association.

From and after July 4, 2015, 3% for local miscellaneous members and local police members in the Seaside Police Officers' Association.

From and after the effective date of this amendment to contract, 3% for local fire members in the Seaside Firefighters Association.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

15. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on February 22, 1975. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
16. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
17. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
18. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

19. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF SEASIDE

BY _____
CHERYL EASON
CHIEF FINANCIAL OFFICER
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk