A G E N D A

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, March 16, 2017
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
Dennis Alexander	Council Member
Jason Campbell	Council Member
David R. Pacheco	Council Member
Kayla Jones	Council Member

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

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

5. PUBLIC COMMENT

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

6. PUBLIC AGENCY COMMUNICATIONS

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

7. PRESENTATIONS

A. PROCLAMATION DECLARING MARCH 2017 AS AMERICAN RED CROSS MONTH IN THE CITY OF SEASIDE

PURPOSE: To provide a proclamation to a representative of the American Red Cross in recognition the tireless and necessary work that they do preparing a community for and responding to disasters disasters that happen in our community and internationally.

RECOMMENDATION: That the proclamation be presented and March 2017 declared as American Red Cross month in the City of Seaside.

B. PRESENTATION AND RECOGNITION OF THE 2017 SEASIDE FIREFIGHTER OF THE YEAR AND RECOGNITION OF THE MONTEREY COUNTY FIRE CHIEF'S ASSOCIATION SUPPORT PERSON OF THE YEAR AND VOLUNTEER FIREFIGHTER OF THE YEAR.

PURPOSE: To recognize Captain Jason Sullens in honor of his selection as the 2017 Seaside Firefighter of the Year and Seaside Fire Administrative Assistant Melissa Failauga as Monterey County Fire Chief's Association Support Person of the Year and Fire Reserve Josh Sisneros at Monterey County Fire Chief's Association Volunteer Firefighter of the Year.

RECOMMENDATION: It is recommended that the City Council recognize Captain Jason Sullens, Administrative Assistant Melissa Failauga and Reserve Firefighter Josh Sisneros.

C. PRESENTATION AND RECOGNITION OF THE 2016 SEASIDE POLICE OFFICER OF THE YEAR AND RECOGNITION OF THE MONTEREY COUNTY POLICE OFFICERS ASSOCIATION POLICE OFFICER OF THE YEAR

PURPOSE: To present to Police Officer David Dillon certificate, plaque and badge in honor of his selection as the 2016 Seaside Police Department Police Officer of the Year and to recognize Officer Fred Carlin for being selected by Monterey County Police Officers Association as Police Officer of the Year.

RECOMMENDATION: It is recommended that the City Council recognize Police Officers David Dillon and Fred Carlin for their commendable work over the last year.

D. PRESENTATION OF THE FEBRUARY 2017 HOUSE OF THE MONTH AWARD

PURPOSE: The purpose of this item is to recognize the homeowners that have been selected as recipients of the House of the Month for February 2017 for beautifying and maintaining their property.

RECOMMENDATION: It is recommended that the City Council present the February 2017 House of the Month award.

8. CONSENT CALENDAR

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

A. APPROVE MINUTES FROM MARCH 2, 2017 REGULAR AND SPECIAL MEETINGS

PURPOSE: To review and approve the minutes from the March 2, 2017 Regular and Special meetings.

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 February 18, 2017 through March 3, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of March 2, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is $1,495,204.93.

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

C. APPROVE CONTRIBUTION REQUEST FROM MAYOR'S YOUTH FUND FOR SEASIDE HIGH SCHOOL GIRLS AND BOYS SWIM TEAM

PURPOSE: This item is being presented to give the City Council an opportunity to consider a contribution request of Three Thousand Dollars ($3000) to purchase uniforms and equipment for the Seaside High School Swim Team.

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

D. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE POLICE ACTIVITIES LEAGUE

PURPOSE: The purpose of this agenda item is for the City Council to consider a Three Thousand Dollar ($3,000) request from Seaside Police Activities League (P.A.L.) for a donation from the Mayor’s Youth Fund to help cover the costs of managing programs.

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

E. CONSIDER ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF MONTEREY, THE CITIES OF SALINAS AND MONTEREY AND THE HOUSING AUTHORITY OF MONTEREY COUNTY TO COLLABORATE ON A JOINT EFFORT FOR THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT MANDATED ASSESSMENT OF FAIR HOUSING.

PURPOSE: The purpose of this item is for the City Council to consider entering into a Memorandum of Understanding with other Community Development Block Grant funding recipients to jointly prepare the Assessment of Fair Housing.

RECOMMENDATION: It is recommended that the City of Seaside enter into the MOU agreement and authorize the City Manager to sign the documents.

F. APPROVE THE TRAFFIC ADVISORY COMMITTEE (TAC) RECOMMENDATIONS

PURPOSE: The purpose of this item is to consider one of the Traffic Advisory Committee (TAC) recommendations from their January 17, 2017 regular meeting.

RECOMMENDATION: It is recommended for the City Council to approve to place 10 feet of red curb on the east side of Noche Buena Street north of Wanda Avenue and approve placing a traffic mirror on the westside of Noche Buena Street at Wanda Avenue.

G. APPROVE RESOLUTION AND AUTHORIZE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MARTIN AND CHAPMAN COMPANY FOR ELECTION SERVICES RELATED TO THE JUNE 6, 2017 ELECTION

PURPOSE: To approve a Resolution authorizing an agreement with Martin and Chapman for election services for the June 6, 2017 Election and authorize the City Manager to execute a contract.

RECOMMENDATION: That the City Council approve the Resolution and authorize the City Manager to execute the contract for a not to exceed amount of $80,000.

H. APPROVE RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT FOR COMPREHENSIVE EVALUATION SERVICES FOR THE CITY'S CAL GRIP GRANT FOR THE 2017 YEAR

PURPOSE: The purpose of this item is to obtain City Council approval for the firm Jan Roehl Consulting to continue to conduct comprehensive evaluation services for the City's Cal GRIP grant (Gang Reduction, Prevention and Intervention Program) for the third year of the grant term and prepare a final grant report

RECOMMENDATION: It is recommended that the City Council approve the agreement in the amount of $44,000.00 for services through December 31, 2017 with all costs fully covered by the Cal GRIP grant.

I. APPROVE REQUEST TO APPLY FOR INFORMATION TECHNOLOGY GRANT WITH HARRY SNYDER CONSUMER ADVOCACY, REQUIRING NO MATCHING FUNDS.

PURPOSE: That the City Council authorize staff to apply for an information technology grant to assist with improving tecnological infrastructure on Broadway avenue to be able to better attract busineses and further serve the public.

RECOMMENDATION: That the City Council approve the request to apply for Information Technology grant with Harry Snyder Consumer Advocacy, requiring no matching funds.

9. PUBLIC HEARING

A. <u>APPROVAL OF AN ORDINANCE AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE ENERGY PROGRAM IN THE CITY OF SEASIDE (SECOND READING) AND APPOINT REPRESENTATIVES TO THE MONTEREY BAY COMMUNITY CHOICE ENGERGY BOARD</u>

PURPOSE: The purpose of this item is conduct a public hearing and to provide the City Council the opportunity to consider the second reading of an ordinance authorizing the implementation of a Community Choice Energy Program in the City of Seaside. In addition, the City Council can appoint a representative and an alternate to the Monterey Bay Community Choice Energy (MBCCE) Board of Directors to represent Seaside.

RECOMMENDATION: It is recommended that the City Council approve the second reading and adopt the ordinance authorizing the implementation of a Community Choice Energy Program in the City of Seaside. In addition, it is recommended that the City Council appoint a representative and an alternate to the MBCCE Board of Directors.

10. BUSINESS ITEMS

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

This is a time specifically set aside for members of the City Council, the City Manager and City Attorney to make brief comments of general interest to the community, make requests that items be added to future City Council meeting agendas as necessary and report on committee assignments.

12. ADJOURNMENT

Next Regularly Scheduled Meeting:
April 6, 2017
7:00 PM

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, they are asked to contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. The City Council chamber is equipped with a portable microphone and assisted listening devices are available at all meetings.

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

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Government Code Section 54954.2(a) or Section 54956.

City of Seaside
PROCLAMATION

American Red Cross Month
March 2017

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

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

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

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

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

NOW THEREFORE, BE IT PROCLAIMED *that I, The Honorable Ralph Rubio, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim the month of March 2017 as* ***"American Red Cross Month"*** *in the City of Seaside and encourage all Americans to support this organization and its noble humanitarian mission.*

Ralph Rubio
Mayor

March 16, 2017

CITY OF SEASIDE
STAFF REPORT

Item No.: 7.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: March 16, 2017

SUBJECT: **PRESENTATION AND RECOGNITION OF THE 2017 SEASIDE FIREFIGHTER OF THE YEAR AND RECOGNITION OF THE MONTEREY COUNTY FIRE CHIEF'S ASSOCIATION SUPPORT PERSON OF THE YEAR AND VOLUNTEER FIREFIGHTER OF THE YEAR.**

PURPOSE

To recognize Captain Jason Sullens in honor of his selection as the 2017 Seaside Firefighter of the Year and Seaside Fire Administrative Assistant Melissa Failauga as Monterey County Fire Chief's Association Support Person of the Year and Fire Reserve Josh Sisneros at Monterey County Fire Chief's Association Volunteer Firefighter of the Year.

RECOMMENDATION

It is recommended that the City Council recognize Captain Jason Sullens, Administrative Assistant Melissa Failauga and Reserve Firefighter Josh Sisneros.

BACKGROUND

The Seaside Fire Department is proud to present to the City Council and the City of Seaside the recipient of the 2017 Seaside Firefighter of the Year, Captain Jason Sullens.

Once a year, members of the Seaside Fire Department nominate fire personnel to be selected as Firefighter of the Year. A nominee is selected among his/her peers based on dedication, service to the community and exemplary efforts throughout the year. Nominees are then forwarded to the selection committee and the finalist serves as the Seaside Fire Department Firefighter of the Year for all recognition events. The Firefighter of the Year tradition started in 1966 with the first documented recipient being Captain John R Kaser; besides being honored at a City Council meeting, the Firefighter of the Year is recognized by the American Legion Post 591, followed by the Knights of Columbus at St. Francis Xavier Church.

The Seaside Fire Department is also proud to present to the City Council and the City of Seaside the recipient of the Monterey County Fire Chief's Association Support Person of the Year Melissa Failauga and Volunteer Fire Fighter of the Year Reserve Firefighter Josh Sisneros.

FISCAL IMPACT

No cost to the general fund.

ATTACHMENTS

1. There are no attachments.

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: Robert Jackson, Police Chief

DATE: March 16, 2017

SUBJECT: **PRESENTATION AND RECOGNITION OF THE 2016 SEASIDE POLICE OFFICER OF THE YEAR AND RECOGNITION OF THE MONTEREY COUNTY POLICE OFFICERS ASSOCIATION POLICE OFFICER OF THE YEAR**

PURPOSE

To present to Police Officer David Dillon certificate, plaque and badge in honor of his selection as the 2016 Seaside Police Department Police Officer of the Year and to recognize Officer Fred Carlin for being selected by Monterey County Police Officers Association as Police Officer of the Year.

RECOMMENDATION

It is recommended that the City Council recognize Police Officers David Dillon and Fred Carlin for their commendable work over the last year.

BACKGROUND

The Seaside Police Department is proud to present to the City Council and the City of Seaside the recipient of the 2016 Seaside Police Department Police Officer of the Year, Police Officer David Dillon.

All members of the Seaside Police Department may nominate an officer for the Seaside Police Department Police Officer of the Year. Nominations must be based upon the values of the Seaside Police Department, which are:
• Accountability
• Integrity
• Honesty
• Loyalty
• Respect

- Responsibility
- Teamwork
- Service

Nominations may be based upon a single notable incident, or may be based upon the nominee's ongoing, daily performance and conduct.
The Seaside Police Department is proud to present Police Officer David Dillon as our 2016 Seaside Police Department Police Officer of the Year.

Police David Dillon began his career at the Seaside Police Department on June 18th, 2015 as a Police Officer Recruit. As a representative of the Seaside Police Department, Recruit Dillon attended the Monterey Peninsula College Public Safety Training Center Police Academy and graduated in December of 2015. After graduation Officer Dillon was promoted to the rank of Police Officer. Officer Dillion grew up in the Seaside area and is a graduate of Seaside High School. While attending High School Officer Dillon took part in the schools ROTC program.

Officer Dillon has quickly established himself as a hard worker with a keen eye. In just his first year as a Police Officer he has no less than 4 written commendations and several letters of recognition, recognizing his excellent work and effort. As a new officer, this is very rare. Officer Dillon takes a great deal of pride in the law enforcement profession and represents the Seaside Police Department with the highest level of professionalism and service to the community.

Officer Dillon will be recognized March 11th at the Monterey County Peace Officers' Association Awards Ceremony, as well as at other local functions.

FISCAL IMPACT

There is no impact to the general fund. The cost for the badge and plaque are minimal and will be incorporated into the Police Department's existing budget.

ATTACHMENTS

Reviewed for Submission to the
City Council by:

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Craig Malin, City Manager

CITY OF SEASIDE
STAFF REPORT

Item No.: 7.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dave Fortune, Maintenance and Utilities Superintendent

DATE: March 16, 2017

SUBJECT: **PRESENTATION OF THE FEBRUARY 2017 HOUSE OF THE MONTH AWARD**

PURPOSE

The purpose of this item is to recognize the homeowners that have been selected as recipients of the House of the Month for February 2017 for beautifying and maintaining their property.

RECOMMENDATION

It is recommended that the City Council present the February 2017 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. Molley Hayes of 1130 Madera Court has been selected for the February 2017 House of the Month award.

FISCAL IMPACT

The fiscal impact is $48.77 for the plaque and a $50.00 gift card from the NIPC 2016-2017 FY Budget.

Meeting Date: March 16, 2017

ATTACHMENTS

Reviewed for Submission to the
City Council by:

____
Craig Malin, City Manager

DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
Thursday, March 2, 2017
7:00 PM

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1. CALL TO ORDER

Mayor Rubio called the meeting to order at 10:38 PM after the conclusion of the Joint Special Meeting.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Alexander, Campbell, Jones, Pacheco, Rubio
ABSENT: None

3. INVOCATION AND PLEDGE OF ALLEGIANCE

There was no invocation at this meeting.

4. REVIEW OF AGENDA

Item 10B was continued to the Special Meeting.

5. PUBLIC COMMENT

Mayor Rubio invited public comments for items not on the agenda.

- Felix Bachofner spoke to the late hour of the start of this meeting and feels that some people would be disenfranchised therefore this meeting should be continued to a date and time certain.
- Peter Keiser invited all to attend the 40 days for life vigil at the Planned Parent Hood for protesting and praying. He also respectfully asked to have it sent to the voters for the ability to vote on the Pure Water Monterey project. He spoke to feedback given that it is difficult to put something on the ballot. Please put it on ballot of the 6th of June. he also said that there as a mistake made on the November election with the passage of proposition 64 and that he doesn't want to have marijuana widely used in Seaside.
- Ian Oglesby spoke in support of the previous meeting, to the importance of the topic as well as the need to not continue this meeting due to the time sensitivity of the business agendized.

Mayor Rubio reported that the City Council had a very long meeting discussing Sanctuary Cities where 90% of the meeting was spent taking public comment. In the attempt to keep with transparency and voice, he chose not to limit public comment.

6. PUBLIC AGENCY COMMUNICATIONS

There were no public agencies present.

7. PRESENTATIONS

8. CONSENT CALENDAR

Item D was pulled for consideration.

On motion by Council Member Campbell and seconded by Council Member Pacheco and passed by the following vote, the City Council approved the Consent Agenda as presented with the exception of Item D.

RESULT:	**Approved**
MOVER:	Council Member Jason Campbell
SECONDER:	Council Member Dave Pacheco
AYES:	Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	None

A. APPROVAL OF MINUTES FROM FEBRUARY 16, 2017 MEETING

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Action: Approved & Filed

C. CONSIDERATION OF A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE BARCELONA SOCCER TEAM

Action: Approved

D. RESOLUTION APPROVING AGREEMENTS WITH THE SEASIDE CITY EMPLOYEES' ASSOCIATION, CONFIDENTIAL EMPLOYEES AND CONFIDENTIAL MANAGERS, AND EXECUTIVE MANAGEMENT EMPLOYEES

Mayor Rubio invited public comments on the item.

- Felix Bachofner stated this action increases compensation significantly, and thought it imprudent to declare a fiscal emergency later on the agenda. It's the third time in four years that the City has increased salaries for the staff, but the ability to pay needs to be considered. Evidence to increase wages, was attributed to a competitive salary study, which he has not seen and he requested to see it.

On motion by Council Member Campbell and seconded by Council Member Pacheco and passed by the following vote the City Council approved the item as presented.

RESULT:	**Approved**
MOVER:	Council Member Jason Campbell
SECONDER:	Council Member Dave Pacheco
AYES:	Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	None

9. PUBLIC HEARING

A. APPROVE A SECOND READING 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 PUBLIC SAFETY

MANAGERS' ASSOCIATION MEMBERS

Human Resources Director Greenhouse spoke to the need to authorize this so that the approved MOU can be fully implemented as negotiated. The total cost is $2,000 and annually thereafter it is $8,000 and this is the last item required for implementation. Mayor Rubio invited questions from the Council and the public and had no requests to speak.

On Motion by Council Member Alexander and seconded by Council Member Pacheco and passed by the following Roll Call Vote the City Council passed Ordinance 1038 approving an amendment to the Contract with the Board of Administration of the California Public Employees Retirement System to provide Section 20516 For Seaside Public Safety Manager's Association Members.

RESULT:	**Approved**
MOVER:	Mayor Pro Tem Dennis Alexander
SECONDER:	Council Member Dave Pacheco
AYES:	Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	No

B. FIRST READING OF AN ORDINANCE AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE ENERGY PROGRAM IN THE CITY OF SEASIDE (FIRST READING)

City Manager Malin spoke to the significant discussion at the last meeting on this item and as part of the approved resolution the Council directed staff to prepare the presented Ordinance. This would allow the city to Joint the JPA with the Monterey Bay Community Choice Energy Program allowing the citizens of Seaside to choose their energy provider and that the City liability is capped at $175,000.

Council Member Pacheco questioned the number of cities that have joined since the last meeting to which Deputy City Manager Hodgson spoke to the local cities that have initiated action to approve this time. Seaside is one of the founding members, approved with the Resolution passed during the February 16th meeting. The JPA is formed as there are enough members who have completed the process, and many cities remain on their second reading. Council Member Pacheco then questioned if any changes were made regarding the voting power structure, to which Ms. Hodgson indicated that nothing has changed but once the members are seated, they could take up the discussion to change the voting structure after all members are seated. Mayor Rubio questioned the notion to require a community advisory panel. Tim Flannagain then responded to the Technical Advisory Committee recommendation to identify community leaders and form a community advisory panel. Mayor Rubio requested that the first order of business would be to develop a business plan that focuses on local resources.

Mayor Rubio invited comments from the public.

- Peter Keiser expressed caution that people will be automatically enrolled in the program, and you have to opt out. People should have a choice. He encouraged to watch prices when it is turned over to a public agency.
- A community member spoke that they liked the spoken commitment to local hiring and would like that formalized. Governance is a big issue, and he was under the impression that the coastal cities rotated representation, and acknowledged that governance is the controversial issue.
- Ian Oglesby spoke to this being 5 years in the making, giving choice to the people. You do have the ability to choose to be in, or not. It brings power and choice to the people. Since it is a public agency, there is no profit to be had. He said it is understandable for the county to want more power, but we also need to make sure our voice is heard at the meeting. Agreed

with the local hiring benefit. Any customer that is on PGE can stay.

- Brennen Jensen on behalf of Monterey Bay Climate Action Compact is promoting this program i as the single most important greenhouse gas initiative to address climate change. There are 13 jurisdictions that have passed at least 1 of the 3 phases, 5 are complete. The technical study and peer review processes have been an extensive deliberation, and there are 23 baseline guiding premises. Please vote yes.

On motion by Council Member Alexander and seconded by Council Member Pacheco and passed by the following roll-call vote the City Council passed to print the draft ordinance authorizing the implementation of a Community Choice Energy Program in the City of Seaside.

RESULT:	**Approved**
MOVER:	Mayor Pro Tem Dennis Alexander
SECONDER:	Council Member Dave Pacheco
AYES:	Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	None

C. CONDUCT A PUBLIC HEARING UNDER THE TAX AND EQUITY FISCAL RESPONSIBILITY ACT (TEFRA) AND CONSIDER ADOPTING A RESOLUTION IN CONNECTION WITH THE PROPOSED ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY FOR THE MONTEREY BAY CHARTER SCHOOL

Deputy City Manager Hodgson spoke to the item and reminded the Council of similar actions taken for the Monterey College of Law. She spoke to the regulations that require the City in which the school resides to authorize this action in order to obtain the ability to secure this type of bond. There is no liability for the City in any way. Anthony Stubbs, representing the Bond issuing agency as well as Cassandra Bridge, Director of Monterey Bay Charter School were present to answer questions. Ms. Bridge spoke to the legal aspects of the Agency noting that they are a 501C3 organization, given status through Monterey County Office of Education and are in their 11th year in existence. They exist under Monterey Peninsula Unified School District, but are under the jurisdiction of MCOE. On question regarding the City's obligations for joining the authority, Anthony Stubbs, assured the Council that once the issuance of the bonds is complete the authority has no more obligation.

Mayor Rubio invited comments from the public:

- Ian Oglesby by spoke to when it came through the Monterey County School Board when he was a board member. He spoke to the applicant being a good organization and spoke in support of approving the request.
- Felix Bachofner questioned how the JPA works, and how there could be no further obligation.

Mr. Stubbs indicated the authority exists with over 250 members throughout California.

On motion by Council Member Alexander and seconded by Council Member Pacheco and passed by the following vote the City Council approved Resolution 17-17 authorizing the proposed issuance of revenue bonds by the California Municipal Finance authority for the Monterey Bay Charter School.

RESULT:	**Approved**
MOVER:	Mayor Pro Tem Dennis Alexander
SECONDER:	Council Member Dave Pacheco
AYES:	Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla

	Jones
NOES:	None
ABSENT:	None

10. BUSINESS ITEMS

A. RESOLUTION AWARDING A CONSTRUCTION CONTRACT FOR THE WEST BROADWAY URBAN VILLAGE INFRASTRUCTURE IMPROVEMENTS PROJECT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED FIVE MILLION NINE HUNDRED NINETY NINE THOUSAND EIGHT HUNDRED NINETY FIVE DOLLARS ($5,999,895)

City Engineer Riedl spoke to the history of the project for the West Broadway Urban Village and the purpose of the improvements to enhance pedestrian safety, improve storm water quality, enhance storm drains to reduce flooding and promote private investment in the community. He spoke to the process and previous contracts approved and noted that this item involves the construction contract to start the physical construction of the project. Mr. Riedl outlined the bid process, results and the evaluation of all of the documents. The City determined that there should be a 7% goal for the Disadvantaged Business Enterprises and good faith efforts and spoke to efforts to evaluate the three lowest bidders according to those standards. They found the Monterey Peninsula Engineering incompliance with good faith effort and was deemed the lowest responsive bidder due to their documentation and efforts. If approved construction work would start April 17th, 2017 and finish in 2018. The public outreach of the project has been done via text messages and personal outreach. Mr. Riedl answered questions from the Council.

Council Member Pacheco expressed concern of exceeding costs and this is written with a 10% contingency. He questioned if there is enough money to cover that 10% if needed to which Mr. Riedl assured the Council it will be monitored as there is a contractor to monitor the construction contractor during every day of construction.
If deficiencies are found, Mr. Riedl indicated it is both the Contract Manager as well as the Construction Contractor that will be responsible and that the E&O insurance will cover any deficiencies in their performance.

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

On Motion by Mayor Pro Tem Alexander and seconded by Council Member Pacheco and passed by the following vote the City Council approved Resolution 17-18 approving the Construction Contract with Monterey Peninsula Engineering as presented.

RESULT:	**Approved**
MOVER:	Mayor Pro Tem Dennis Alexander
SECONDER:	Council Member Dave Pacheco
AYES:	Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	None

B. CONSIDERATION OF BALLOT MEASURES TO AUTHORIZE NEW GENERAL FUND REVENUES

This item was continued to a Special Meeting. The City Council adjourned to a Special Meeting at 11:28 PM.

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

Due to the late hour, there were no reports made.

12. ADJOURNMENT
On Motion, the meeting was adjourned at 12:40 AM.

Respectfully submitted,

______________________________	**______________________________**
Lesley Milton-Rerig, City Clerk	**Ralph Rubio, Mayor**

DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

SPECIAL MEETING
COUNCIL CHAMBER
Thursday, March 2, 2017
7:30 PM

1 **CALL TO ORDER**

Mayor Rubio called the meeting to order at 11:28 PM.

2 **ROLL CALL – ESTABLISHMENT OF QUORUM**

PRESENT: Alexander, Campbell, Jones, Pacheco, Rubio
ABSENT: None

3 **PUBLIC COMMENT**

Mayor Rubio invited comments from the public.

- Felix Bachofner requested that we continue this meeting due to the late hour that the City is disenfranchising a large portion of the population from participating.
- Peter Keiser spoke against the allowance of marijuana in our city, and spoke to the negative statistics of marijuana use in Colorado and how it's impacting the community.

4 **BUSINESS ITEMS**

A **CONSIDERATION OF BALLOT MEASURES TO AUTHORIZE NEW GENERAL FUND REVENUES**

City Manager Malin introduced the item by providing a brief timeline of things that have transpired to necessitate this business item. He outlined political and legislation changes; economic changes that resulted in budget deficits; the impending implementation of proposition 64; the Council strategic planning session that added more priorities; federal executive orders; Winter storm;, grant funding discontinuation notices; all which have the impact on our ability to provide long term fiscal health and improvements, not just sustainment to our infrastructure. He spoke to the City initiation of a poll to identify community priorities and appetite for potential ballot measures. These are important topics. People need to take a long term policy view of where we want to be as a community.

Deputy City Manager Hodgson then spoke to the per capita revenue analysis across the peninsula, which shows Seaside receiving significantly less than other jurisdictions comparatively. The City has significant capital needs including deferred maintenance projections totaling $194 million in approved Capital projects, with not direct funding source. In addition, Federal mandates continue to increase our storm water liabilities. She spoke to the need to modify all of the storm drains to be able to filter all 5mm objects. Recent winter storms proved the system is not adequate and needs to be addressed, sooner rather than later. Ms. Hodgson then spoke to the definition of a fiscal emergency, which is left at the discretion of a local agency. Article x99C, Section 2 (b) this was given to CA with the passage of Prop 218, which limited cities abilities to raise revenues yet added the ability to define a fiscal emergency to be able to allow local jurisdictions to place tax increasing ballot measures before the voters. Mr. Malin reiterated that there is no fiscal emergency definition in the state code. The City is in a challenging, unsustainable fiscal position and is looking for strategic policy direction from the Council on what to do with these very significant impacts that require additional public services. He spoke to the benefits of the fiscal emergency, reducing the voter threshold from 66.6% to 50% approval and that the results of the citizen poll indicates that citizens: recognize the need to improve streets, have financial stability, maintaining services, keeping funds local and having clean water .

Emily Salgado from the Lew Edwards Group, presented the results of the citizen survey and analysis. The key survey highlights were: There is significant support for a Marijuana business tax up to 10% of gross receipts and a 1/2 cent sales tax, both being potentially viable ballot measures in a June 2017 election. She indicted there is support for general purpose measures, and residents are most interested in locally controlled funding, street maintenance, preventing youth violence, protecting marine life from toxic waste and maintaining fiscal stability. Miranda Everitt from FM3 is the policy specialist. She spoke to the 289 Seaside voters polled and the likelihood of participation in a June 2017 special election. Ms. Everett outlined the methodology that was used during the survey calculations and presented the results that nearly three quarters of respondents believe that the City is in need for new funding. Road conditions, youth violence and housing issues are the most urgent. Drug abuse and infrastructure are important, but less critical. A sample marijuana business tax ballot measure was tested and 3 of 5 indicated they would vote yes; projected at a 76% approval rating when a simple majority required. Attitudes on a local general purpose sales measure was also tested. Initially responses tested positively by a 45 point margin, well above the 50% threshold at 71% vs 26%. When asked about community priorities or how the monies could be spent, the main responses were; requiring all funds remain local was the highest priority; followed by street maintenance; financial responsibility; youth violence prevention programs; maintaining city services and crime. Compliance with state and federal clean water laws was extremely important. The survey tested additional information after reading critical statements and there was an erosion of the measure for a general sales tax, still above the 50% target. Sample size and margin of error was noted that often polls are conducted with smaller sample size. The sample size had a 95% confidence level +-5.7% margin of error. Ms. Salgado and Ms. Everitt answered questions from the Council.

Council Member Campbell reconfirmed that people were concerned with the financial stability of the city, but not for the taxes paid, but those were separate and they were supported to which they confirmed. Mayor Pro Tem Alexander thanked them for discussing the methodology, and questioned the reason for selecting a June election, instead of November to which Ms. Everett responded that the ratio of surveyed to the number of registered voters was higher. Council Member Pacheco questioned previous discussions about storm water finds for violations. Staff responded that if jurisdictions are found out of compliance they could be levied fines of $10,000 per day. On question of the Fiscal Year 17-18 but that projects a deficit of over a million dollars, he asked if staff has done everything it can to decrease expenses to make levying more taxes unnecessary to which staff affirmed. Council Member Campbell questioned the sales tax rate in Seaside. Ms. Hodgson explained it is 7.25% and we have a 1% transaction use tax on top of that. Mayor Rubio spoke to previous conversations that the annual expenditures for storm water is typically $1 million in the City Budget and this year there is $600,000 budgeted expenditures and no revenues to offset that. The mandate on storm water isn't complete yet. The objective of that mandate is to have zero emissions into the Bay, to collect all the storm water. Costs are going up before they go down.

Mayor Rubio invited comments from the public.

- Felix Bachofner from 2010 to 2012 the City expended 30% less than now. There were more employees, and they met all the needs of the City. H believes the closure of the RDA could be used to address the forthcoming mandates. He spoke against approved salary increases and programs that not everyone agrees with and said that the City does not have an revenue problem, but an expenditure problem and discouraged the fiscal emergency. Further taxing of marijuana will drive it underground. and if too high, the City wouldn't capture money.
- Peter Keiser has significant issues with tax on marijuana, spoke to the state tax of 15% proposed, this would be a 25% tax. Does not agree with a sin tax, and does not want to

associate the revenues of the City. Drug abuse hurts families. He spoke to his efforts to deter the use of drugs and alcohol in Fort Ord. Second, raising the tax for .5%, and spoke to the fact you might be encouraging people to go somewhere else to buy cars, which will reduce revenue. He encouraged reducing expenses instead of raise taxes.

- Ian Oglesby spoke in support of moving forward with the fiscal emergency and the ballot items. Sales tax is higher everywhere. The City has unmet needs, but encouraged having a plan for what to use the money for and to communicate that to the community. He indicated that he is not a big tax proponent, but the needs that were stated are valid.

Council Member Alexander questioned the sales tax on the marijuana, and questioned how 10% was determined to which staff responded that is the figure that other agencies around the State are using. Mayor Rubio, spoke to his advocacy for the need to raise the revenues not for just storm water alone. This action keeps it from being a special tax requiring a 2-3 majority vote.

On motion by Mayor Pro Tem Alexander and seconded by Council Member Campbell and passed by the following vote the City Council approved Resolution 17-19 Declaring the Existence of a Fiscal Emergency Due to the Loss of Grant Revenue, Recent Damage Due to Heavy Winter Storms and Potential Fiscal Impacts of Recent Elections, Including the Loss of Federal and State Funding, Future Capital Project Needs and the Cost of the Recent Passage of California Proposition 64 (Adult Use of Marijuana Act).

RESULT:	**Approved**
MOVER:	Mayor Pro Tem Dennis Alexander
SECONDER:	Council Member Jason Campbell
AYES:	Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	None

On motion by Mayor Pro Tem Alexander and seconded by Council Member Campbell and passed by the following vote the City Council approved Resolution 17-20 Calling a Special Municipal Election on June 6, 2017, for the Purpose of Submitting a Proposal to Adopt an Ordinance Amending Chapter 5.04 of the Seaside Municipal Code to Authorize the City to Apply a Business Operations Tax of Up to 10% on the Gross Receipts of Marijuana Businesses in the City of Seaside for General Purpose Revenues, Approving the Ballot Language as Reviewed by the City Attorney, Directing the City Attorney to Prepare an Impartial Analysis, and Providing Direction Regarding the Submission of Ballot Arguments For or Against the Measure.

RESULT:	**Approved**
MOVER:	Mayor Pro Tem Dennis Alexander
SECONDER:	Council Member Jason Campbell
AYES:	Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	None

On motion by Mayor Pro Tem Alexander and seconded by Council Member Campbell and passed by the following vote the City Council approved Resolution 17-21 Submitting a Proposal to Adopt an Ordinance at the June 6, 2017, Special Municipal Election to Amend Chapter 3.21 of the Seaside Municipal Code to Increase the Transactions and Use Tax by 0.5% for General Purpose Revenues, Approving the Ballot Language as Reviewed by the City Attorney, Directing the City Attorney to Prepare an Impartial Analysis, and Providing Direction Regarding the Submission of Ballot Arguments For or Against the Measure.

RESULT:	**Approved**
MOVER:	Mayor Pro Tem Dennis Alexander
SECONDER:	Council Member Jason Campbell
AYES:	Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	None

5 ADJOURNMENT

On motion the meeting was adjourned at 12:28 AM.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk	**Ralph Rubio, Mayor**

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: March 16, 2017

SUBJECT: **APPROVE AND FILE CITY CHECKS**

PURPOSE

It is requested that the City Council approve and file the accounts payable and wired payments made during the period of February 18, 2017 through March 3, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of March 2, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is $1,495,204.93.

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 is 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, the above referenced, and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the City Council for inspection and confirmation.

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

$950,003.85 for payroll and benefits;
$12,907.00 to MNS Engineering for West Broadway Urban Village professional services;
$200,872.00 to Trane for Library HVAC;

$10,250.16 to Ad Club for personnel recruitments;
$22,676.95 to PNC Equipment Finance for energy lease;
$47,097.69 to Raimi & Assc. for General Plan Update;
$25,706.25 to U.S. Bank for purchasing card payment;
$12,700.00 to Harvard for training;
$67,189.48 to Monterey Regional Water for Stormwater Services.

The remaining checks, totaling $145,801.55 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:

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

DATE: March 16, 2017

SUBJECT: **APPROVE CONTRIBUTION REQUEST FROM MAYOR'S YOUTH FUND FOR SEASIDE HIGH SCHOOL GIRLS AND BOYS SWIM TEAM**

PURPOSE

This item is being presented to give the City Council an opportunity to consider a contribution request of Three Thousand Dollars ($3000) to purchase uniforms and equipment for the Seaside High School Swim Team.

RECOMMENDATION

It is recommended that the City Council approve this request.

BACKGROUND

The Seaside High School Swim Team is requesting a donate to purchase swim team parkas and equipment for the team. They are requesting a donation from the Mayor's Youth Fund in the amount of $3000 to help with these costs. The swim team is available to any Seaside High School student regardless of their ability to swim. They provide free swim instruction before the swim season starts to any student who may not have the confidence in their ability to swim and compete. The Seaside High School Swim Team received their last donation from the Mayor's Youth Fund in 2016 in the amount of Three Thousand Dollars ($3000). All Members of the swim team help in fundraising activities to enable to swimmers to travel to local swim meets to compete with local High Schools. They are requesting funding to help replace the swim parkas and other athletic equipment such as kick boards, water buoys, goggles, swim suits and caps.

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 the Mayor's Youth Fund.

ATTACHMENTS

1. Swim Team Info

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

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

Payment Process: If a contribution is approved by the City Council, payment will be made to the authorized organization or directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. This process is required in order to provide documentation required to meet municipal auditing standards.

###

Mayor's Youth Fund Contribution Request

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

Name of Organization: Seaside High School Swim Team

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

% Residents or Students of Seaside: 90%

# of Participants 50+

Ages: Freshmen through Senior High School Age

Address: 2200 Noche Buena. Seaside, CA 93955

Phone Number: Home 831 917-7111

E-mail Address: backstrider@aol.com

Description of Event (Attach Additional Information as Necessary)

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

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

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

Other Funding Sources:

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

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

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

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

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

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

CITY OF SEASIDE MAYOR'S YOUTH FUND CONTRIBUTION POLICY

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

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

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

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.
- Description of other methods being used to raise funds and/or other contributors.
- An explanation of how the group, activity, or event will benefit Seaside youth.
- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.
- How this request will provide a municipal benefit (ie., benefit the community).
- Proof of 501(c) 3 Status
- Completed W-9 Form

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

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

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

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

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

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

Payment Process: If a contribution is approved by the City Council, payment will be made to the authorized organization or directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. This process is required in order to provide documentation required to meet municipal auditing standards.

###

SPARTANS Seaside High School

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

Dear Mayor Rubio and Councilmen:

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

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

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

Sincerely,

Coach Tessa, Molly and Ken
Seaside High School

SPARTANS

Seaside High School

Swimming 2017

DAY	DATE	OPPONENT	GAME TIME
Friday	March 10	Seaside @Monte Vista Christian	3:00 w-u*
Friday*	**March 17**	**Watsonville @Seaside**	**3:00**
Tuesday*	**April 4**	**North Salinas @Seaside**	**3:00**
Thursday	April 6	Seaside @Pacific Grove	3:00
Friday*	**April 7**	**Alisal @Seaside**	**3:00**
Thursday	**April 13**	**St. Francis @Seaside**	**3:00**
Friday*	**April 14**	**York & Marina @Seaside**	**3:00**
Monday	April 17	Seaside @Gilroy	3:00
Friday*	**April 21**	**Monterey @Seaside**	**3:00**
		(w-u*= Warm-up)	
Sunday	**April 23**	**MBL ENTRIES ARE DUE**	**6:00PM**
Wed	April 26	MBL Diving Championships @ Salinas (Hartnell)	**11:00am W-u 12:00 Start**
Fri	April 28	MBL JV League Finals @ Salinas (Hartnell)	**2:00pm W-up 3:00pm Start**
Sat	April 29	MBL Varsity League Finals @ Salinas (Hartnell)	**8:30am W-up 10:00am Start**
Sun	**May 7**	**CCS Entries Due**	**6:00PM**
Fri	May 12	CCS Preliminaries (Warm-Up Noon)	**12:30pm**
Sat	May 13	CCS Championships Finals	**12:30pm**
Fri	May 19	CIF State Championships Prelims	**Clovis**
Sat	May 20	CIF State Championships Finals	**Clovis**

Principal: Carlos Moran 392-3530 ex: 2099

Vice- Principal: Tom Newton 392-3530 ex: 2098

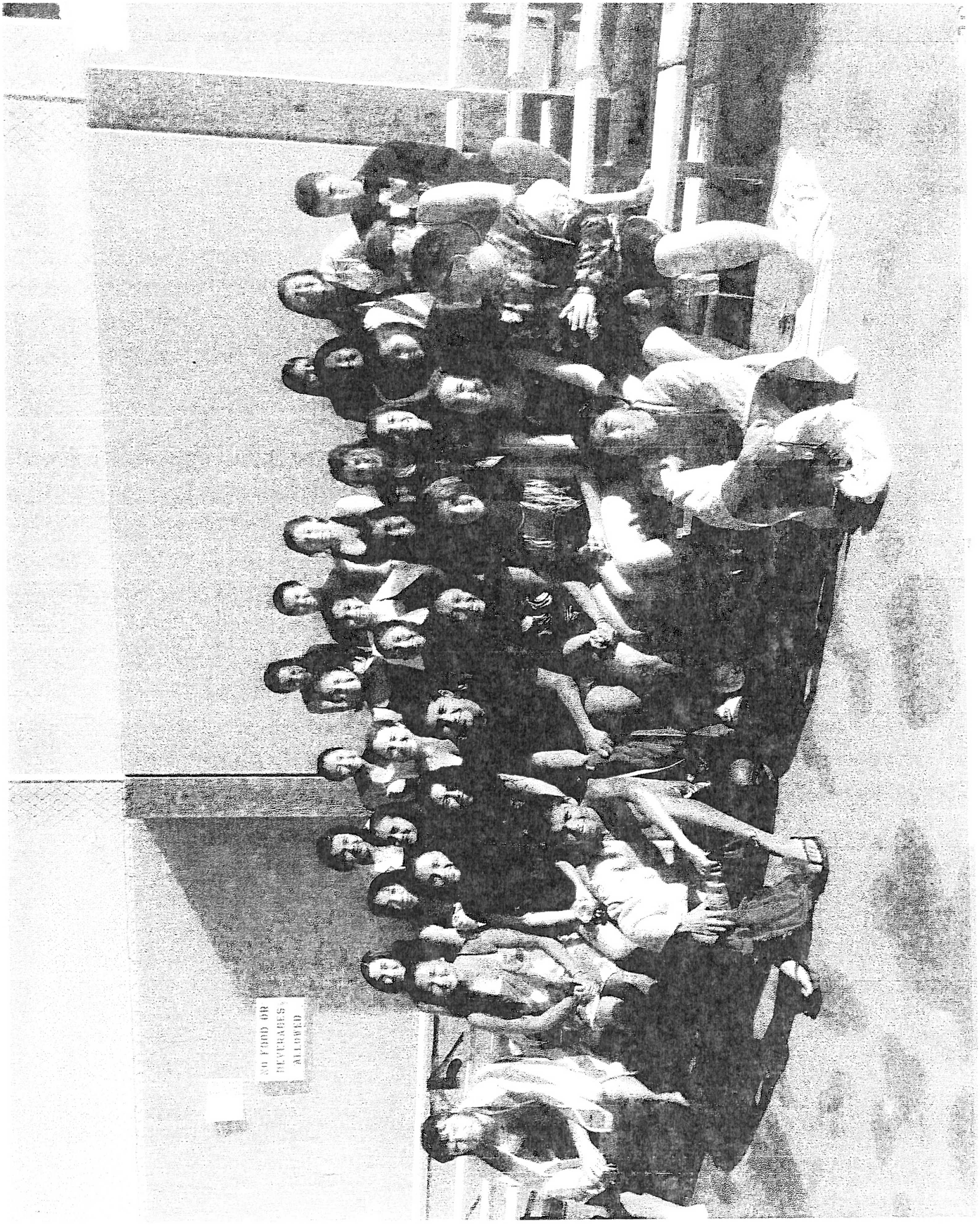
Athletic Director: Ryan Williston 392-3530 ext: 2079

Head-Coach: Ken Fittro: 402-0312

Assistant Coaches: Molly Fittro: 917-7111

Tessa Spurlock: 224-2174

Colors: Red, White & Black ***Home Game** **Mascot:** Spartans


NO FOOD OR
BEVERAGES
ALLOWED

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nancy Towne, Recreation Services Director

DATE: March 16, 2017

SUBJECT: **APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE POLICE ACTIVITIES LEAGUE**

PURPOSE

The purpose of this agenda item is for the City Council to consider a Three Thousand Dollar ($3,000) request from Seaside Police Activities League (P.A.L.) for a donation from the Mayor's Youth Fund to help cover the costs of managing programs.

RECOMMENDATION

It is recommended that the City Council approve the request.

BACKGROUND

The Seaside Police Activities League is a juvenile crime prevention program designed to provide athletic, recreational, and educational opportunities for at-risk youth. Seaside PAL was incorporated in February 2001. It is comprised of Police Officers, Volunteers, and Police Personnel who serve as coaches, mentors, instructors, and role models. All funds and donations for P.A.L. are used solely for the purpose of providing the resources needed to continue to better youth activities and programs. Seaside P.A.L. activities include basketball, track & field, soccer, and football, as well as after school tutoring, summer reading programs, youth leadership experience, and the Seaside Police Department Cadet Program. In 2016 the Seaside P.A.L. merged with the City of Seaside's Recreation Department to strengthen existing and future sports program for Seaside youth. Currently, the Seaside P.A.L. provides organized sports and activities to 150 to 200 local youth. They are requesting a donation of Three Thousand Dollars ($3,000) to help pay for expenses related to their sports programs including the purchase of new equipment, uniforms, tournament fees and insurance and registration costs related to transportation.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. Seaside P. A. L. received their last donation at the June 15, 2015 City Council meeting.

FISCAL IMPACT

It is recommended that the City Council approve this request.

ATTACHMENTS

1. PAL Attachments 2017

Reviewed for Submission to the
City Council by:

____
Craig Malin, City Manager

2017

SEASIDE POLICE ACTIVITIES LEAGUE

Seaside PAL Police Activities League

440 Harcourt Ave.
Seaside, CA 93955

Telephone (831) 899-6748
FAX (831) 899-6297
TDD (831) 899-6207

Tax ID number: 31-1788047

February 24, 2017

Dear City Council Members:

The Seaside Police Activities League, (SPAL), is a juvenile crime prevention program designed to provide athletic, recreational and educational opportunities for at-risk youth, police officers, our neighborhoods and the business community. SPAL is comprised of police officers, volunteers and police personnel who serve as coaches, mentors, instructors and role models. Their devoted dedication and time is a vital essence in hopes of enhancing a brighter future for our youth with positive role models and alternatives to delinquent and gang-related behaviors. SPAL programs are designed to improve the well-being and self-reliance of young people, reinforce positive behaviors, build connections between youth and police officers, and strengthen families.

SPAL was incorporated in February 2001. MPUSD & City of Seaside Parks & Recreation Department support SPAL by providing facilities for its programs. Local businesses and individuals generously donate their time, money, and resources to help make SPAL successful.

SPAL is a 501C non-profit offering programs to engage our youth in positive, well-supervised, team-building activities while building the bond between cops and kids. SPAL provide opportunities for both males and females in Seaside and other cities on the Monterey Peninsula to excel and enhance their athletic skills in youth baseball, soccer, track and field, and basketball. SPAL also encourage youth players to become involved in their communities by helping out other non-profit and awareness events. These events include neighborhood cleanups; recycle bottles and cans collections and graffiti and park cleanups.

The Mayor's Youth Fund would be used for the enhancement of, and additions to Seaside Pal's current sports and education programs. Without the generous donations and support of the City of Seaside, SPAL would not be able to provide our sports programs free to the youth of Seaside, which has an overall positive impact on the Community. During the 2017 SPAL Basketball season, SPAL provided organized sports activities for 140 local youth.

Sincerely,

Patricia Perez
SPAL Coordinator
(831) 899-6858
pperez@ci.seaside.ca.us

CITY OF SEASIDE MAYOR'S YOUTH FUND CONTRIBUTION POLICY

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

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

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

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.
- Description of other methods being used to raise funds and/or other contributors.
- An explanation of how the group, activity, or event will benefit Seaside youth.
- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.
- How this request will provide a municipal benefit (ie., benefit the community).
- Proof of non-profit organization status (not a taxpayer's I.D. number) and a current W9 form.

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

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

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

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

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

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

###

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 Police Activities League (SPAL)

Name of Individual Submitting Request: Patricia Perez, SPAL Program Coordinator

% Residents or Students of Seaside: 95%
#of Participants 140-200

Ages of Participants: 5-14

Mailing Address: 440 Harcourt Ave Seaside CA 93955

Phone Number: Home ——— Work (831) 899-6858
Cell (831) 760-6402

E-mail Address: pperez@ci.seaside.ca.us

Description of Event (Attach Additional Information as Necessary)

(see attached)

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.

(See attached)

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

(See attached)

*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: Sharon Mikesell, Administrative Analyst

DATE: March 16, 2017

SUBJECT: **CONSIDER ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF MONTEREY, THE CITIES OF SALINAS AND MONTEREY AND THE HOUSING AUTHORITY OF MONTEREY COUNTY TO COLLABORATE ON A JOINT EFFORT FOR THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT MANDATED ASSESSMENT OF FAIR HOUSING.**

PURPOSE

The purpose of this item is for the City Council to consider entering into a Memorandum of Understanding with other Community Development Block Grant funding recipients to jointly prepare the Assessment of Fair Housing.

RECOMMENDATION

It is recommended that the City of Seaside enter into the MOU agreement and authorize the City Manager to sign the documents.

BACKGROUND

The City of Seaside receives Community Development Block Grant (CDBG) funds as an entitlement community through the US Department of Housing and Urban Development (HUD). All program recipients are subject to the affirmatively furthering fair housing requirements found at 24 CFR §§ 5.150 through 5.180 and are required to submit an Assessment of Fair Housing to HUD.

Since all recipients in the region must submit an assessment, HUD has suggested it is more cost-efficient to jointly prepare a document covering an entire region and has encouraged a Memorandum of Understanding to align the regional Consolidated Plan schedules and work together on the project.

The County of Monterey, the Cities of Salinas, Monterey and Seaside as well as the Housing Authority of Monterey County are interested in creating a Memorandum of Understanding to move forward together for this effort.

The City of Salinas will serve as the lead agency, prepare an RFP and coordinate a contract with a qualified AFH consultant and will be responsible for submitting the joint AFH on behalf of all collaborating program participants.

The program participants will provide input on the RFP /eventual contract and jurisdictional information, perform mutually agreed outreach. Each participant is accountable for their goals and priorities to include in the submitted AFH.

FISCAL IMPACT

There is no impact to the General Fund for this item. The City of Seaside's allocated portion of the costs is anticipated to be $17,190 and will be paid from the allowable administrative charges received from the City's CDBG grant funding.

ATTACHMENTS

1. MOU-Regional Collaboration AFH
2. Resolution-Approval of Regional Collaboration AFH

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

COLLABORATION AGREEMENT
AMONG THE
COUNTY OF MONTEREY – URBAN COUNTY
CITY OF MONTEREY
CITY OF SALINAS
CITY OF SEASIDE
AND THE
HOUSING AUTHORITY OF THE COUNTY OF MONTEREY
FOR
THE 2020-2025 ASSESSMENT OF FAIR HOUSING

THIS AGREEMENT, entered this ___ day of _____, 2017 by and among County of Monterey – Urban County (herein called the "Urban County"), the City of Monterey (herein called "Monterey"), the City of Salinas (herein called ("Salinas"), the City of Seaside (herein called "Seaside"), and the Housing Authority of the County of Monterey (herein called the "Housing Authority") (collectively referred to as "Program Participants").

WHEREAS, the County of Monterey – Urban County, seeks United States Department of Housing and Urban Development (HUD) approval to align its upcoming Consolidated Plan (Con Plan) and Assessment of Fair Housing (AFH) submission schedule with Monterey, Salinas, Seaside and the Housing Authority; and

WHEREAS, the County of Monterey – Urban County, is a recipient of HUD entitlement funding and a Con Plan program participant with an existing 5 (five) year Con Plan cycle beginning in 2013 which covers fiscal years 2013-2017; and

WHEREAS, the County of Monterey - Urban County's next 5 (five) year Con Plan cycle is scheduled to begin in 2018 which will cover fiscal years 2018-2022 with a submission due date of May 15, 2018; and

WHEREAS, the County of Monterey – Urban County's upcoming AFH submission due date is scheduled for October 4, 2017; and

WHEREAS, Monterey, Salinas and Seaside, are recipients of HUD entitlement funding and are Con Plan Program Participants with an existing 5 (five) year Con Plan Cycle beginning in 2015 which covers fiscal years 2015-2019; and

WHEREAS, Monterey, Salinas and Seaside's next 5 (five) year Con Plan cycle is scheduled to begin in 2020 which will cover fiscal years 2020-2024 with a submission due date of May 15, 2020; and

WHEREAS, Monterey, Salinas and Seaside's upcoming AFH submission due date is scheduled for October 5, 2019; and

WHEREAS, the Housing Authority, is a public housing authority (PHA) which is a recipient of HUD funding and a PHA Plan program participant with an existing 5 (five) year PHA Plan cycle beginning in 2015 which covers fiscal years 2015-2019; and

WHEREAS, the Housing Authority's next five (5) year PHA Plan cycle is scheduled to begin in 2020 which will cover fiscal years 2020-2024 with a submission due date of April 17, 2020; and

WHEREAS, the Housing Authority's upcoming AFH submission due date is scheduled for October 5, 2019; and

WHEREAS, the Program Participants are subject to the affirmatively furthering fair housing requirements found at 24 CFR §§ 5.150 through 5.180 and required to submit an AFH to HUD; and

WHEREAS, the County of Monterey – Urban County requests HUD approval to align its upcoming Con Plan and AFH submission deadline schedule with the Con Plan and AFH submission deadline schedules of Monterey, Salinas, Seaside and Housing Authority; and

WHEREAS, the Program Participants wish to collaborate on a joint effort regarding the AFH update process and to submit their AFH on the same HUD submission schedule;

NOW, THEREFORE, it is agreed between the parties hereto that:

1. PURPOSE
   - 1.1. Alignment of Consolidated Planning and Public Housing Authority Planning cycles; and,
   - 1.2. Preparation of a regional Assessment of Fair Housing for the entirety of Monterey County, including cities that are eligible to receive Community Development Block Grant (CDBG) funding through the State CDBG program.
2. PROGRAM YEAR/FISCAL YEAR ALIGNMENT
   - 2.1. By entering into this Agreement, the Program Participants have indicated their desire to:
     - 2.1.1. Align their Consolidated Plan (Con Plan) Program Year start date(s) and/or PHA plan fiscal year beginning date(s) in accordance with the regulations at 24 CFR § 91.10, for Con Plan Program Participants, or 24 CFR part 903, for PHAs. If alignment of program year(s) or fiscal year(s) is not possible, the AFH will be submitted in accordance with the Lead Agency's Con Plan program year start date or PHA plan fiscal year beginning date (as applicable).
     - 2.1.2. Align their Con Plan cycle(s) and/or PHA planning cycle(s) in accordance with the regulations at 24 CFR part 91, for Con Plan Program Participants, or 24 CFR part 903, for PHAs. If alignment of Con Plan cycle(s) or PHA planning cycle(s) is not possible, the AFH will be submitted in accordance with the Lead Agency's Con Plan cycle or PHA plan cycle.
3. LEAD AGENCY
   - 3.1. The Program Participants mutually agree that the City of Salinas will serve as the Lead Agency, and will perform the roles and responsibilities set forth in Section 4.1 of this Agreement and will be responsible for submitting the joint AFH on behalf of all the collaborating Program Participants.

4. ROLES/RESPONSIBILITIES OF PROGRAM PARTICIPANTS

4.1. Lead Agency

4.1.1. As the Lead Agency designated by this Agreement, the City of Salinas' tasks include, but are not limited to:

4.1.1.1. Provide day-to-day oversight and planning of activities to be undertaken throughout the AFH update process;

4.1.1.2. Prepare a draft Request for Proposals (RFP) to select the Qualified AFH Consultant for review and comment by Program Participants;

4.1.1.3. Prepare and disseminate the final RFP based on input received from the Program Participants;

4.1.1.4. Receive proposals submitted in response to the RFP and coordinate the rating and ranking of proposals by Program Participants;

4.1.1.5. Contract with the Qualified AFH Consultant selected by the Program Participants including but not limited to:

4.1.1.5.1. Receive, review and pay invoices submitted by the Qualified AFH Consultant;

4.1.1.5.2. Coordinate requests for information submitted by the Qualified AFH Consultant to the Program Participants;

4.1.1.5.3. Enter into contract with a Qualified AFH Consultant only if a simple majority of Program Participants approve the selected Qualified AFH Consultant and only if all Program Participants approve the terms of the contract;

4.1.1.5.4. Perform all activities required of Program Participants in Section 4.2 as necessary to complete the AFH.

4.2. Program Participants

4.2.1. The Program Participants' tasks include, but are not limited to:

4.2.1.1. Provide input on the preparation of a joint Program Participant AFH Request for Proposal (RFP) to obtain the services of a Qualified AFH Consultant for purposes of the AFH update;

4.2.1.2. Review proposals, rate, and rank responses to the RFP in order to select a Qualified AFH Consultant for purposes of the AFH update;

4.2.1.3. Provide their respective jurisdictional information to each other, to HUD, and to the Qualified AFH Consultant until the AFH update is approved by HUD;

4.2.1.4. Promote, market, and host public workshops and any other forms of outreach that are mutually agreed upon by all Program Participants, including responding to oral and written comments throughout AFH update process;

4.2.1.5. Submit necessary documentation (staff reports, Resolutions, budget requests, agreements, and similar types of documents) for approval to their Governing Boards as necessary throughout the AFH update process; and

4.2.1.6. Participate in meetings and conference calls related to the AFH update process.

4.2.1.7. Accountability

4.2.1.7.1. Program Participants will be jointly accountable for any applicable joint analysis and any applicable joint goals and priorities to be included in the submitted AFH.

4.2.1.7.2. Program Participants will be accountable for their individual analysis, goals and priorities to be included in the submitted AFH.

5. QUALIFIED AFH CONSULTANT

5.1. The responsibilities of the Qualified AFH Consultant shall include:

5.1.1. Collect all data necessary to complete a regional AFH consistent with HUD's Affirmatively Furthering Fair Housing (AFFH) Final Rule;

5.1.2. Prepare a draft AFH for consideration by the Program Participants;

5.1.3. Based on input provided by Program Participants, prepare the final AFH for the Lead Agency to submit to HUD.

5.1.3.1. Preparation of this joint AFH does not relieve the Program Participants from analyzing and addressing local and regional fair housing issues and contributing factors that affect fair housing choice, and to set priorities and goals for its geographic area and Program Participants local areas.

5.1.4. These responsibilities may be further defined in a subsequent agreement between the Lead Agency and the Qualified AFH Consultant; the terms of the agreement between the Lead Agency and the Qualified AFH Consultant are subject to approval by all Program Participants.

5.1.5. The agreement between the Lead Agency and the Qualified AFH Consultant shall require the Qualified AFH Consultant to indemnify and hold harmless all Program Participants on terms substantially similar to those set forth in this Agreement, Section 9.

5.1.5.1. The agreement between the Lead Agency and the Qualified AFH Consultant shall further require the Qualified AFH Consultant to maintain insurance coverage and demonstrate evidence of coverage on terms substantially similar to those set forth in this Agreement, Section 10.

6. FINANCIAL PARTICIPATION

6.1. Preparation of the Regional Assessment of Fair Housing including jurisdictional level Assessments and Plans is anticipated to cost $125,000 (One Hundred Twenty Five Thousand Dollars).

6.2. Each Program Participant shall contribute $10,000 as a base cost to prepare the Regional AFH.

6.3. In addition to the base cost, each Program Participant shall contribute an additional amount equal to their share of the population covered by the Regional AFH.

6.4. Calculation of Combined Program Participant Cost Share:

Program Participant	Population	Share of Population	Base Cost (6.2)	Population Share Cost (6.3)	Allocated Share
HACM Section 8	8,135	2.4%	$10,000	$1,771	$11,771
City of Monterey	27,810	8.1%	$10,000	$6,055	$16,055
City of Salinas	150,441	43.7%	$10,000	$32,754	$42,754
City of Seaside	33,025	9.6%	$10,000	$7,190	$17,190
Urban County	125,064	36.3%	$10,000	$27,229	$37,229
Total	344,475		$50,000	$75,000	$125,000

6.5. Program Participant Payments

6.5.1. First Deposit:

6.5.1.1. The Urban County shall deposit $20,000.00 (Twenty Thousand Dollars and No Cents) with the Lead Agency upon execution of a contract between the Lead Agency and a Qualified AFH Consultant.

6.5.1.1.1. The Urban County shall pay the first $20,000 of all Qualified AFH Consultants provided these costs are incurred prior to June 30, 2017.

6.5.1.1.2. Urban County payments made pursuant to Section 6.5.1.1.1. will be credited towards the Urban County's total obligation as future Qualified AFH Consultant invoices are received and paid.

6.5.1.2. The cities of Monterey and Seaside, and the Housing Authority of Monterey County shall deposit 50% (Fifty Percent) of their Allocated Share with the Lead Agency upon execution of a contract between the Lead Agency and a Qualified AFH Consultant.

6.5.2. Second Deposit

6.5.2.1. All Program Participants shall submit the balance of their Allocated Share to the Lead Agency upon acceptance of the deliverable representing 50% (Fifty Percent) of the total AFH Assessment by all Program Participants.

6.5.3. Except as provided in Section 6.5.1.1.1., the Lead Agency shall disburse payments from the funds deposited with the Lead Agency by each Program Participant to the Qualified AFH Consultant based on the Share of Population shown in Section 6.4.

6.5.4. The Lead Agency shall be responsible for allocating all payments to the Qualified AFH Consultant and maintain such records as necessary to document that each Program Participant paid its Allocated Cost.

6.6. In the event that completion of the Regional AFH exceeds $125,000 Program Participants will share the additional cost based on the Share of Population shown in Section 6.4.

6.7. In the event that completion of the Regional AFH is less than $125,000 Program Participants will share the cost savings based on the Share of Population shown in Section 6.4.

6.8. Program Participants may request additional analysis beyond that included in the Regional AFH at their own expense provided the Qualified AFH Consultant is still under contract with the Lead Agency.

7. TERM OF AGREEMENT

7.1. The term of this Agreement shall begin as of the effective date above and shall terminate upon the date on which HUD approves the Program Participants' AFH.

8. WITHDRAWAL

8.1. Program Participants may withdraw from this Agreement by submitting a written withdrawal notice to all Program Participants at least thirty (30) days prior to withdrawing. The withdrawing Program Participant must also promptly notify HUD of its withdrawal from the collaboration.

8.2. Funds deposited with the Lead Agency shall be refunded to the Program Participant following payment to the Qualified AFH Consultant for services rendered during the calendar month the Program Participant withdrew from the Regional AFH.

9. SPECIAL CONDITIONS

9.1. Program Participants may make changes to this Agreement provided that each Program Participant consents to the proposed changes in writing, by executing a formal, written amendment approved by each Program Participant's respective governing board.

9.2. No amendment to the Agreement shall be valid until it has been approved by each Program Participant's respective governing board.

9.3. Any amendment to this Agreement must be submitted to HUD.

9.3.1. HUD is not required to approve any amendment to the Agreement prior to its execution by the Program Participants.

9.3.2. HUD encourages the Program Participants to submit the proposed Amendment for review if the there is any question about the proposed action.

10. MUTUAL INDEMNIFICATION

10.1. The County of Monterey-Urban County shall indemnify, defend, and hold harmless each of the other Program Participants, and their officers agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the County of Monterey-Urban County and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the other Program Participants. The County of Monterey shall reimburse the other Program Participants for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County of Monterey-Urban County is obligated to indemnify, defend and hold harmless the other Program Participants under this Agreement.

10.2. The City of Monterey shall indemnify, defend, and hold harmless each of the other Program Participants, and their officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the City of Monterey and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the other Program Participants. The City of Monterey shall reimburse the other Program Participants for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the City of Monterey is obligated to indemnify, defend and hold harmless the other Program Participants under this Agreement.

10.3. The City of Salinas shall indemnify, defend, and hold harmless each of the other Program Participants, and their officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the City of Salinas and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the other Program Participants. The City of Salinas shall reimburse the other Program Participants for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the City of Salinas is obligated to indemnify, defend and hold harmless the other Program Participants under this Agreement.

10.4. The City of Seaside shall indemnify, defend, and hold harmless each of the other Program Participants, and their officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the City of Seaside and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the other Program Participants. The City of Seaside shall reimburse the other Program Participants for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the City of Seaside is obligated to indemnify, defend and hold harmless the other Program Participants under this Agreement.

10.5. The Housing Authority of the County of Monterey shall indemnify, defend, and hold harmless each of the other Program Participants, and their officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the Housing Authority of the County of Monterey and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the other Program Participants. The Housing Authority of the County of Monterey shall reimburse the other Program Participants for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Housing Authority of the County of Monterey is obligated to indemnify, defend and hold harmless the other Program Participants under this Agreement.

10.6. The indemnity and hold harmless obligations set forth in this Agreement survive the termination of this Agreement and extend to the expiration of the statute of limitations applicable to any claims that arise out of the performance of this Agreement. Each Program Participant shall cooperate with the others in the defense of any suit or action arising of, or related to this Agreement.

11. MUTUAL INSURANCE REQUIREMENTS

11.1. It is understood that the City of Monterey, the City of Salinas, the City of Seaside and the County of Monterey are self-insured public agencies and without limiting their respective duties to indemnify the other, shall each maintain in effect throughout the term of this Agreement self-insurance and/or insurance with the minimum limits of liability stated in Section 11.3.

11.2. It is understood that the Housing Authority of Monterey County maintains liability insurance coverage through the Housing Authority Risk Retention Pool likewise agrees, without limiting their duty to indemnify the other, to maintain in effect through the term of this Agreement insurance with the minimum limits of liability stated in Section 11.3.

11.3. Liability Limits

1.1.1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

1.1.2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

1.1.3. Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

1.1.4. Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, then each shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

1.2. Evidence of Coverage

1.2.1. Prior to commencement of this Agreement, Program Participants shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

1.2.2. This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed.

1.2.3. Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

12. SEVERABILITY

1.3. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

13. SECTION HEADINGS AND SUBHEADINGS

1.4. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

14. WAIVER

1.5. A Program Participant's failure to act with respect to a breach by another Program Participant does not waive its right to act with respect to subsequent or similar breaches. The failure of the Program Participant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

15. ENTIRE AGREEMENT

1.6. This Agreement between the Program Participants for the submission of the 2020-2025 AFH supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the Program Participants with respect to this Agreement. By signing this Agreement with the authorization of their respective governing Boards, the Program Participants are bound to perform the responsibilities and tasks described in this Agreement.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

COUNTY OF MONTEREY – URBAN COUNTY

____

David Spaur,
Economic Development Director

Date ________________________

Approved as to Form

____

Rebecca Ceniceros
Deputy County Counsel

CITY OF MONTEREY

____

Name
Title

Date ________________________

Approved as to Form

____

Name
City Attorney

CITY OF SALINAS

____

Megan Hunter
Community Development Director

Date ________________________

Approved as to Form

____

Christopher A. Callihan
City Attorney

CITY OF SEASIDE

____

Craig Malin
City Manager/Community Development Director

Date ________________________

Approved as to Form

____

Don Freeman
City Attorney

HOUSING AUTHORITY OF THE COUNTY OF MONTEREY

____

Jean L. Goebel
Executive Director

Approved as to Form

____

Thomas Griffin
Counsel for the Authority

____

RESOLUTION NO. 17-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING A MEMORANDUM OF UNDERSTANDING AMONG THE COUNTY OF MONTEREY-URBAN COUNTY, CITY OF MONTEREY, CITY OF SALINAS, CITY OF SEASIDE AND THE HOUSING AUTHORITY OF MONTEREY COUNTY FOR THE 2020-2025 ASSESSMENT OF FAIR HOUSING

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

WHEREAS, the Housing Authority, is a public housing authority (PHA) which is a recipient of HUD funding and a PHA Plan program participant with an existing 5 (five) year PHA Plan cycle beginning in 2015 which covers fiscal years 2015-2019

WHEREAS, the County of Monterey - Urban County's next 5 (five) year Con Plan cycle is scheduled to begin in 2018 which will cover fiscal years 2018-2022 with a submission due date of May 15, 2018; and

WHEREAS, Monterey, Salinas and Seaside, are recipients of HUD entitlement funding and are Con Plan Program Participants with an existing 5 (five) year Con Plan Cycle beginning in 2015 which covers fiscal years 2015-2019; and

WHEREAS, the Program Participants are subject to the affirmatively furthering fair housing requirements found at 24 CFR §§ 5.150 through 5.180 and required to submit an AFH to HUD; and

WHEREAS, the County of Monterey – Urban County requests HUD approval to align its upcoming Con Plan and AFH submission deadline schedule with the Con Plan and AFH submission deadline schedules of Monterey, Salinas, Seaside and Housing Authority; and

WHEREAS, the Program Participants wish to collaborate on a joint effort regarding the AFH update process and to submit their AFH on the same HUD submission schedule;

NOW, THEREFORE, it is agreed between the parties hereto that: the parties align Consolidated Planning and Public Housing Authority Planning cycles; and,preparation of a regional Assessment of Fair Housing for the entirety of Monterey County, including cities that are eligible to receive Community Development Block Grant (CDBG) funding through the State CDBG program, with City of Salinas serving as Lead Agency , to coordinate consultant selection and contract for the Regional Assessment of Fair Housing.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Seaside that Memorandum of Understanding be entered into with financial participation to share costs by each entity agreed to according to the MOU schedule and signed by the City Manager.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of March, 2017, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

____
Ralph Rubio, Mayor

ATTEST:

____
Lesley Milton-Rerig, City Clerk

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Leslie Llantero, Assistant Engineer

DATE: March 16, 2017

SUBJECT: **APPROVE THE TRAFFIC ADVISORY COMMITTEE (TAC) RECOMMENDATIONS**

PURPOSE

The purpose of this item is to consider one of the Traffic Advisory Committee (TAC) recommendations from their January 17, 2017 regular meeting.

RECOMMENDATION

It is recommended for the City Council to approve to place 10 feet of red curb on the east side of Noche Buena Street north of Wanda Avenue and approve placing a traffic mirror on the westside of Noche Buena Street at Wanda Avenue.

BACKGROUND

The Traffic Advisory Committee acts as an advisory board to the City Council per Chapter 2.37 of the Municipal Code. Recommendations made by the TAC are to be ratified by the City Council prior to implementation. The TAC reviews all requests for traffic safety, regulatory or control devices, signs and marking, and conducts studies as well as offers recommendations to the City Council, Planning Commission or appropriate City Department.

The Traffic Advisory Committee reviewed and provided recommendations for three requests at their January 17, 2017 meeting. The Traffic Advisory Committee is recommending one request described below. The other two items will be approved separately.

STAFF ANALYSIS

The applicant, Ms. Linda Shinqu, is requesting red curb along Noche Buena north of Wanda Avenue. The applicant cites limited visibility as the justification due to the topography of

Noche Buena and large vehicles that park on the corner obstructing the view of on coming cars (attachment 1).

Noche Buena Street is classified as a collector street, with a posted speed limit of 25 miles per hour and one lane of traffic in each direction. At the intersection with Wanda Avenue, Noche Buena Street measures approximately 40 feet wide measured from face of curb to face of curb with parking permitted on both sides. Sidewalks measuring approximately 4 feet wide are provided on both sides of the street. There is approximately 60 feet of red curb for the bus stop located on the southeast corner of Noche Buena and Wanda Avenue and on the northwest corner of Noche Buena Street and Wanda Avenue.

Wanda Avenue is classified as a residential street, with a prima facia speed limit of 25 miles per hour. The 1300 block of Wanda Avenue measures 36 feet wide from face of curb to face of curb with traffic in both directions and parking permitted on both sides of the street, see attachment 2.

Traffic Collisions were reviewed for the last 5 years. During that time there were five reported collisions, see table below:

Date	**Location**	**Primary Collision Factor**
July 14, 2013	124' south of Wanda	21650-Hit & Run Collision
April 7, 2014	Intersection	21802(A) Failure to stop
April 14, 2014	Intersection	Unknown
December 3, 2014	114' south of Wanda	22107 Sideswipe
April 26, 2016	Not Stated	22106 Unsafe backing

Staff conducted a site visit at Noche Buena Street and Wanda Street. The short radius of the curb return for the northeast corner at the intersection of Wanda Avenue and Noche Buena Street in combination with vehicles parked immediately adjacent to the curb return north of Wanda Avenue reduces the visibility of vehicles traveling on Noche Buena Street (attachment 2-figure 3). An initial recommendation was to install 30 feet of red curb. A resident of Noche Buena was opposed to reduction of on street parking. To provide visibility for on-coming traffic without a great deal of reduction of on-street parking, the Committee agreed to reduce the red curb amount and install a mirror on Noche Buena across from Wanda to show vehicles approaching from the north.

Recommendation
The Traffic Advisory Committee recommends installation of 10 feet of red curb along the eastern curb of Noche Buena Street north of Wanda Avenue and installing a traffic mirror to provide additional visibility for drivers on Wanda Avenue at the Noche Buena Street intersection.

FISCAL IMPACT

It is estimated to cost $400 for materials and installation of the mirror and red curb. The cost will be paid for out of the Street Maintenance account.

ATTACHMENTS

1. Red Curb Request
2. Aerial Image & Photos

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

$54 Application Fee

Traffic Advisory Committee
Request Application

The following information is required to process all Traffic Advisory Committee requests. This information will be used to contact the applicant should staff have questions or needs clarification on the request. This information will also appear in the staff report presented to the Traffic Advisory Committee and/or City Council.

The Traffic Advisory Committee meets the 3rd Tuesday of every month at 5:00 PM in the City of Seaside's City Hall Conference room. This meeting is open to the public and applicants are encouraged to attend.

Name: Linda Shingu Date: 12-14 ~~8-21~~ 16

Address: 1265 Kenneth St. Seaside Phone: 394-5997

Type of Request (check all that apply):

- ☐ Parking Designations
- ☐ Crosswalk
- ☑ Curb Markings (White, Yellow, etc.)
- ☐ Disabled Parking*
- ☐ Warning Sign
- ☐ Traffic Signal/Stop Sign
- ☐ Other ______________
- ☐ Signing/Striping

*A copy of DMV issued disabled placard must accompany requests for disabled parking spaces.

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: I am a Kenneth St. resident. I am requesting a 100 ft. red curb marking be painted on the north side corner of Wanda and Noche Buena. When cars, especially vans are parked there people trying to go south on Noche Buena cannot see the oncoming traffic from the North! We have to pull way out onto oncoming traffic. The mitigating circumstances are: traffic in coming uphill from The North, so we can't see them; their are 2 bus stops; parked vehicles at Mal's Market make it difficult to see from the south; a new clothing deposit box has been placed on the

Request Procedures are outlined on the back of this form. For any questions regarding the Traffic Advisory Committee (TAC) please contact 899-6825.

Corner complicating matters! I think it is ridiculous that I have enclose a $54 check, but I will happily do so to protect my family!

Attachment 2

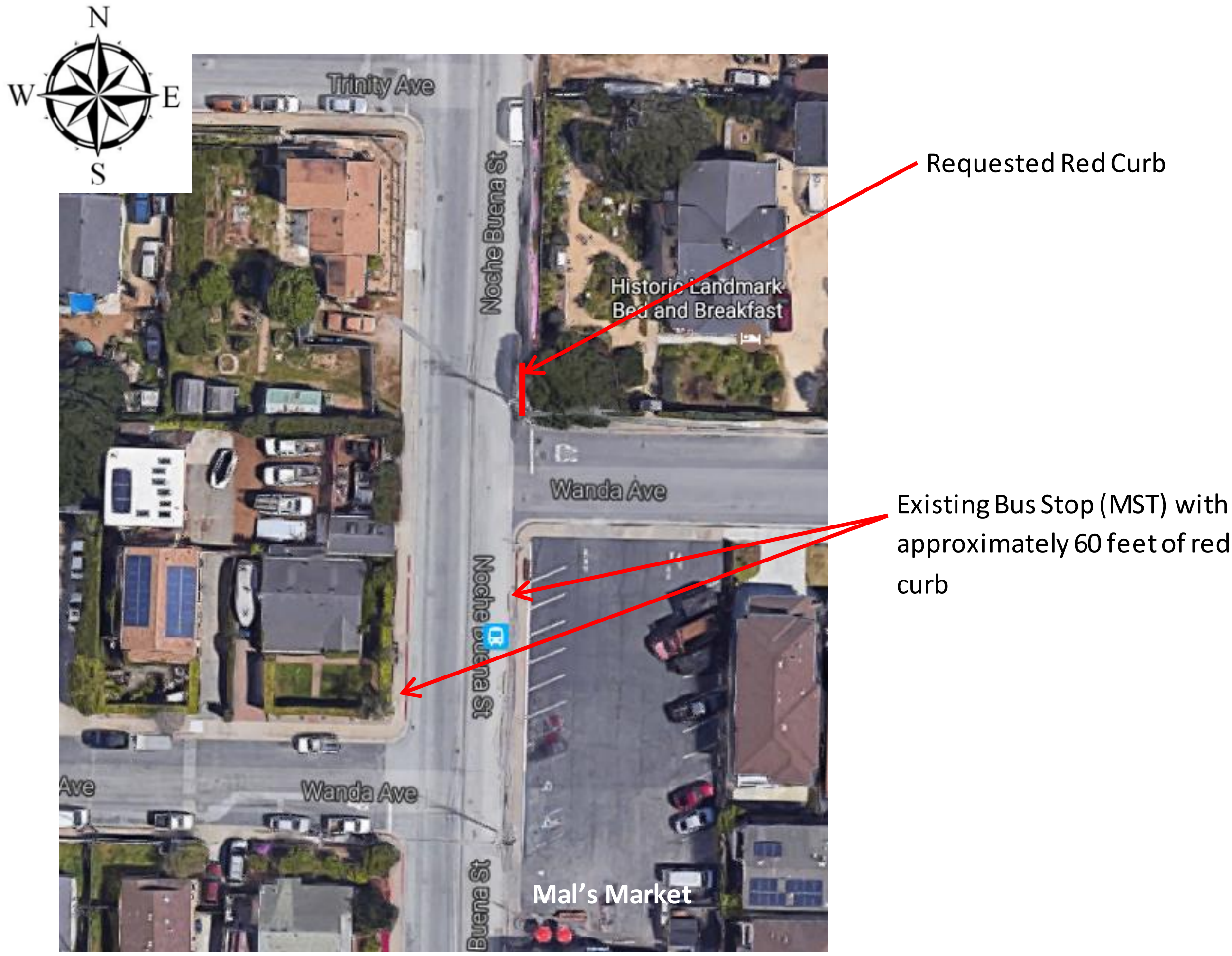


Figure 1 – View with no obstructions

Southeast corner Noche Buena Street and Wanda Avenue - looking south

Northeast corner of Noche Buena Street and Wanda Avenue – looking north

Attachment 2

Figure 3 - Northeast corner of Noche Buena Street and Wanda Avenue looking north. The vehicle is blocking the view of on-coming traffic.

Figure 4 -Northeast corner of Noche Buena Street and Wanda Avenue looking north. The vehicle is positioned approximately 35 feet from the curb return.

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: March 16, 2017

SUBJECT: **APPROVE RESOLUTION AND AUTHORIZE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MARTIN AND CHAPMAN COMPANY FOR ELECTION SERVICES RELATED TO THE JUNE 6, 2017 ELECTION**

PURPOSE

To approve a Resolution authorizing an agreement with Martin and Chapman for election services for the June 6, 2017 Election and authorize the City Manager to execute a contract.

RECOMMENDATION

That the City Council approve the Resolution and authorize the City Manager to execute the contract for a not to exceed amount of $80,000.

BACKGROUND

During the March 2, 2017, City Council meeting the City Council declared a fiscal emergency and called for a Special Municipal Election to be held on June 6, 2017 for the purpose of submitting to the voters two ballot measures. The first measure, if approved, would authorize the City to collect a business operations tax of up to 10% on gross receipts from marijuana businesses for general purpose revenues. The second measure would authorize an amendment to the Municipal Code to increase the Sales (Transaction and Use) Tax by up to 0.5% for general purpose revenues.

As a general law city, if two or more jurisdictions are holding an election on the same date in the same county, they are allowed under the California Elections Code 1301 to consolidate their election. However, the City of Seaside is the only jurisdiction planning to hold an election on June 6, 2017. The City is therefore going to conduct a stand alone election.

Historically, the City has contracted with the Monterey County Elections Department to conduct elections. For this Special Election, staff recommends conducting the election in-house and is requesting the services of a contractor to assist with the election process and verify compliance with election regulations.

FISCAL IMPACT

For the June 6, 2017 election, Monterey County Elections Department projected election charges ranging from $188,034 to $268,620 depending on a variety of factors, including but not limited to postage prices, ballot and voter guide printing prices, and voter turn out.

Martin and Chapman projected election related charges will also vary, however, the total cost for conducting the election with Martin and Chapman is projected not to exceed $80,000.

The significant difference between the two proposals is due to the varying amounts of staff time that will be required on or before election day. Monterey County Elections would conduct the election day polling stations and the canvass. Martin and Chapman will only assist and monitor the election day count and canvass; the City will be responsible for facilitating the polling locations as well as the canvass. Staff believes they have the capactiy to take on the additional duties. The projected cost savings will offset the staff time that will be needed to facilitate the election process.

ATTACHMENTS

1. Martin and Chapman Draft Agreement
2. Exhibit A: Cost Estimate
3. Draft Resolution

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

AGREEMENT FOR ELECTION SERVICES

THIS AGREEMENT is made this ___day of ______, 2017, by the CITY OF City of Seaside, a municipal corporation, ("CITY"), and MARTIN & CHAPMAN COMPANY ("CONTRACTOR").

RECITALS

The following recitals are a substantive part of this Agreement:

1. City is desirous of obtaining election consulting services regarding the June 6, 2017 General Municipal Election;

2. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish these services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement**. This Agreement shall terminate on July 6, 2017, unless earlier terminated as provided below.

1.1 Termination. CITY and CONTRACTOR shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice. Upon receipt of a termination notice, CONTRACTOR shall:

(1) promptly discontinue all services affected (unless the notice directs otherwise); and

(2) promptly deliver all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in performing the Agreement to CITY, whether completed or in progress. CONTRACTOR shall be entitled to reasonable compensation for the services it performs up to the date of termination.

2. **Scope of Services to be Provided**. The services to be performed by CONTRACTOR shall consist of the following:

a) CONTRACTOR agrees to provide all necessary election advice, supplies and services for the CITY'S June 6, 2017 General Municipal Election.

b) Provide a Calendar of Election Events setting out dates and requirements of the Election Code.

c) To be available by email or by telephone; to be available at any time to the Election Official, prior to, during and for a reasonable time after the election, and during the same period to, upon request, work in cooperation with the Election Official upon any election task or problems which may arise.

d) To furnish working forms, outlines, check lists and schedules which will aid the City Clerk in keeping track of procedural details of the election.

e) To prepare and print ballot cards and prepare and mail Sample Ballot Voter Information Pamphlets to all eligible voters.

f) To prepare Precinct Supplies for all voting precincts in the languages required for this city.

g) Secure the services of all foreign language translators for your translation requirements.

h) To otherwise provide such other special and unique services in close cooperation with the City Clerk as may be necessary for the successful conduct of the election.

i) To be at a designated site on the day of the election, and to tabulate the votes cast pursuant to the election.

3. **Compensation**. CONTRACTOR shall be compensated as follows:

3.1 Amount. Compensation under this Agreement shall not exceed $80,000, with costs outlined in Exhibit A (Cost Estimate) unless additional services are approved by the City Manager in advance.

3.2 Payment. Payment will be made in four installments by the City:

a. The first installment shall be for the postage amounts to mail out the sample ballots.
b. The second installment shall be for the postage amounts to mail out the permanent vote by mail ballot packages.
c. The third installment shall be to compensate Contractor for the candidate statement portion of the sample ballot pamphlet.

d. The fourth installment shall be to compensate Contractor for all other services rendered by Contractor upon completion of the election.

3.3 Additional Expenses. In the event additional items, either requested by the City Clerk, or required by changes in the laws, are used in this election, these items will be billedaccordingly (at the unit prices stated, if applicable) and paid for by the city. The City will be responsible for the agreed upon additional costs required by such requests. The estimated pamphlet prices are based on the current number of registered voters and on a set number of pages based on a set number of candidate's statements, and may increase or decrease accordingly. The number of vote by mail suppliesand official ballots is based on the current number of registered voters and may increase or decrease accordingly.

4. **Professional Standards**. CONTRACTOR shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice, and materials furnishedunder this Agreement.

5. **Time of Performance**. CONTRACTOR shall complete all services required hereunder as and when directed by CITY. However, CITY in its sole discretion, may extend the time for performance of any service.

6. **Employees and Subcontractors**. CONTRACTOR may, at CONTRACTOR'S sole cost and expense, employ such other person(s) as may, in the opinion of CONTRACTOR, be needed to comply with the terms of this Agreement, if such person(s) possess(es) the necessary qualifications to perform such services. If such person(s) is/are employed to perform a portion of the scope of work, the engagement of such person(s) shall be subject to the prior approval of the CITY.

7. **Insurance Requirements**.

7.1 Commencement of Work. CONTRACTOR shall not commence work under this Agreement until it has obtained CITY approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, CONTRACTOR must have and maintain in place, all of the insurance coverages required in this Section 7. CONTRACTOR'S insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section 7 and CONTRACTOR shall be responsible to obtain evidence of insurance from each subcontractor and provide it to CITY before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A-:VII unless otherwise approved by CITY.

7.2 Coverages, Limits and Policy Requirements. CONTRACTOR shall maintain the types of coverages and limits indicated below:

(1) COMMERCIAL GENERAL LIABILITY INSURANCE - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting CITY. The limit for all coverages under this policy shall be no less than one million dollars ($1,000,000.00) per occurrence. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement.

(2) COMMERCIAL AUTO LIABILITY INSURANCE - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the CITY. The limit for bodily injury and property damage liability shall be no less than one half million dollars ($500,000) per accident. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of

the work performed under this Agreement.

(3) WORKERS' COMPENSATION INSURANCE - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars ($1,000,000) per claim.

7.3 Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit CONTRACTOR'S liability hereunder, or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto. CITY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable insurance policies with CITY incorporating such changes within sixty (60) days of receipt of such notice, CONTRACTOR shall be deemed in default hereunder.

Any deductibles or self-insured retentions must be declared to and approved by CITY. Any deductible exceeding an amount acceptable to CITY shall be subject to the following changes:

(1) either the insurer shall eliminate, or reduce, such deductibles or self-insured retentions with respect to CITY and its officials, employees and agents (with additional premium, if any, to be paid by CONTRACTOR) ; or

(2) CONTRACTOR shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration, and defenseexpenses.

7.4 Verification of Compliance. CONTRACTOR shall furnish CITY with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by CITY before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, CONTRACTOR shall deliver to CITY a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to CITY.

8. **Non-Liability of Officials and Employees of the CITY**. No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. **Non-Discrimination**. CONTRACTOR covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

10. **Independent Contractor**. It is agreed that CONTRACTOR shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

11. **Compliance with Law**. CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

12. **Ownership of Work Product**. All documents or other information created, developed or received by CONTRACTOR shall, for purposes of copyright law, be deemed works made for hire for CITY by CONTRACTOR as CITY'S employee(s) for hire and shall be the sole property of CITY. CONTRACTOR shall provide CITY with copies of these items upon demand and in any event, upon termination or expiration of the term of this Agreement.

13. **Conflict of Interest and Reporting**. CONTRACTOR shall at all times avoid conflict of interest, or appearance of conflict of interest, in performance of this Agreement.

14. **Notices**. All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.

a. Address of CONTRACTOR is as follows:
Scott Martin, President
Martin & Chapman Co.
1951 Wright Circle
Anaheim, CA 92806

b. Address of CITY is as follows:
City Clerk
City of Seaside
440 Harcourt Ave
Seaside, CA 93955

15. **Licenses, Permits, and Fees**. CONTRACTOR is not required to obtain a City of Seaside Business License, as all work is performed outside of the city.

16. **Familiarity with Work**. By executing this Agreement, CONTRACTOR warrants that:

(1) it has investigated the work to be performed;

(2) it has investigated the site of the work and is aware of all conditions there; and

(3) it understands the difficulties and restrictions of the work under this Agreement. Should CONTRACTOR discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONTRACTOR's risk, until written instructions are received from CITY.

17. **Time of Essence**. Time is of the essence in the performance of this Agreement.

18. **Limitations Upon Subcontracting and Assignment**. Neither this Agreement, nor any portion, shall be assigned by CONTRACTOR without prior written consent of CITY.

19. **Authority to Execute**. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

20. **Indemnification**. CONTRACTOR agrees to indemnify, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of, or in any way connected with performance of, the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractor(s) hired by CONTRACTOR. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnificationto be provided by CONTRACTOR.

21. **Modification**. This Agreement constitutes the entire agreement between the parties and supersedes any other agreements, oral or written. No promises, other than those included in this Agreement, shall be valid. This Agreement may be modified only by a written agreement executed by CITY and CONTRACTOR.

22. **California Law**. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

23. **Interpretation**. This Agreement shall be interpreted as though prepared by both parties.

24. **Preservation of Agreement**. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

25. **Entire Agreement**. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, shall not be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties. Any issue with respect to the interpretation or construction of this Agreement is to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

26. **Attorneys' Fees**. In the event that legal action is necessary to enforce the provisions of the Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorneys' fees and court costs from the opposing party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

MARTIN & CHAPMAN COMPANY

CITY OF Seaside

____
By: Scott Martin, President

____
By: Craig Malin, City Manager

ATTEST:

____
Lesley Milton-Rerig, City Clerk

APPROVED AS TO FORM:

Martin & Chapman Co.

1951 Wright Circle * Anaheim, California 92806 * 714/939-9866 * Fax 714/939-9870

CITY OF SEASIDE
OFFICE OF THE CITY CLERK
SEASIDE, CA 93955
SEASIDE

MARCH 8, 2017

Estimate based on	Polling Places
Total Active Voters	13150
PVBM voters	9000
2 Tax Measures	
English & Spanish	

SPECIAL MUNICIPAL ELECTION
June 6, 2017

Quantity	Description	Unit Price	Total
PRE-ELECTION SUPPLIES			
1	Calendar of Events	NC	NC
1	Election Handbook w/Resolutions, Forms, Notices, Manual	NC	NC
1	Election Night Procedures Manual	NC	NC
PROCESSING OF COUNTY VOTER FILES RECEIVED			
1	E - 54 Day County Voter File	$205.00	$205.00
1	E - 29 Day County Voter File	$205.00	$205.00
1	E - 14 Day County Voter File	$205.00	$205.00
MILITARY AND OVERSEAS VOTER SUPPLIES			
1	Process Military and Overseas Voters	$75.00	$75.00
1	Extract emails, gather and attach forms and ballots to email	$75.00	$75.00
1	Ballot Groups	$25.00	$25.00
82	Military & Overseas Voters & Supplies	$1.50	$123.00
PERMANENT VOTE-BY-MAIL VOTER LABELS			
9000	Generate 54 Day PVBM / VBM Voter Labels (54 day voters)	26.00+0.25	$2,276.00
41	Generate 29 Day PVBM / VBM Voter Labels (29 day voters)	26.00+0.25	$36.25
21	Generate 14 Day PVBM / VBM Voter Labels (14 day voters)	26.00+0.25	$31.25
VOTE-BY-MAIL BALLOT SUPPLIES			
25	Provisional Ballot Envelopes	$0.35	$8.75
9300	Instructions for Voters - 8.5 x 11 - **ES**	$25.00 ea +0.25	$2,350.00
9300	Outgoing Envelopes - #600 w/ and w/o indicia	$100.00+0.34 ea	$3,262.00
9300	PVBM ID/Return Envelopes - #575 - Yellow	$50.00+0.39 ea	$3,677.00
BOXES, LABELS FOR VBM SUPPLIES			
4	Voted Ballot Boxes for VBM Ballots-regular size	$3.10	$12.40
8	Voted Ballot Boxes for VBM Ballots-1/2 size	$3.50	$28.00
12	Labels for VBM Voted Ballot Boxes	$0.50	$6.00
12	Seals for VBM Voted Ballot Boxes	$0.50	$6.00
VBM TRACKING SYSTEM			
16686.5	Vote by Mail Tracking System / Active and Inactive Voters		$1,434.03
VOTE REMOTE SIGNATURE VERIFICATION SYSTEM			
1	Vote Remote - Rental Fee	$3,000.00	$3,000.00
1	Vote Remote - Format Voter Signature File	$500.00	$500.00
1	Vote Remote - Installation & Training	$500.00	$500.00

Quantity		Description	Unit Price	Total
1		Barcode capturing from Vote Remote to VBM Tracking	$300.000	$300.00
8000		Signature Verification (MC to pay directly to ESS)	$0.30	$2,400.00
PRECINCT SUPPLIES				
4		Precinct Supply Sets (incl. " *I Voted Stickers*" & Opto-Mark Pens)	$133.00	$532.00
1		Sample Set	$133.00	$133.00
1		Vote by Mail Canvass Set	$45.00	$45.00
8		Kiosks-1 for Inside & 1 for Outside each Polling Place	$40.00	$320.00
667		Roster pages / Active & Inactive Voters voters	16,686	$600.55
2384		Street Index pages / Active & Inactive Voters / 3/precinct +1 for city clerk		$538.69
16		Election Officer / Inspector's Guidelines & Checklists	$3.10	$49.60
16		Election Officer Outgoing Window Envelopes	$0.25	$4.00
4		Ballot Boxes - Cardboard	$8.00	$32.00
REPORTS				
	29 DAYS BEFORE			
1		Polling Place Location Report - (29 day reports) voters	16,602	$201.12
SAMPLE BALLOTS / VOTER INFORMATION PAMPHLETS				
5500		Sample Ballot Pamphlets / 16 of 16 pages /	0	$6,700.00
1		(includes candidate statements costs of approximately)		
PVBM INSERTS / VOTER INFORMATION PAMPHLETS				
9500		8.5 X 5.5 Booklets / 40 Pages / Voter Information Pamphlets		$11,050.00
SAMPLE BALLOTS / VOTER INFORMATION PAMPHLETS / MAILING LABELS				
1		NCOA (National Change of Address) Set-up charge	$75.00	$75.00
4,150		NCOA Processing for Change of Address	$0.004	$16.60
1		Mail Manager Automated Sort & Palletization	$200.00	$200.00
4,150		Generate Voter Address Labels / 54 day labels		$272.50
165		Generate Voter Address Labels / 29 day labels		$33.25
84		Generate Voter Address Labels / 15 day labels		$29.20
OFFICIAL BALLOTS AND SUPPLIES				
1		Official Ballots - Typeset Ballot / per side / English & Spanish	$309.00	$309.00
9300		Official Ballots / Vote by Mail	$0.24	$2,232.00
3200		Official Ballots / Precincts	$0.24	$768.00
600		Official Ballots / Test-Duplicates	$0.24	$144.00
13100		Total Official Ballots		
1		Test / Duplicate Overprint / each Card	$25.00	$25.00
2600		Gray Secrecy Envelopes - Rental	$0.036	$93.60
BALLOT COUNTING / ELECTION NIGHT SUPPLIES				
1		Election Night Supply Kit	$35.00	$35.00
22		Counted Ballot Seals / 3 per precinct + 10 extras	$1.00	$22.00
1		Ballot Counter Rental / incl. 2 Operators / Card 1-side 1	$5,000.00	$5,000.00
4		Add'l Programing to count VBM's/Provisionals by precinct	$20.00	$80.00
1		Add'l Tally of Late VBM's & Provisional Ballots	$620.00	$620.00
1		Assistance at Manual Tally	$500.00	$500.00
SUBTOTAL				
		Subtotal / Taxable Items		**$51,401.79**
		Sales Tax	0.0838	$4,307.47
				$55,709.26
MISCELLANEOUS SERVICES				
4		Typed Election Officer Appointment Forms / Precincts	$25.00	$100.00

Quantity	Description	Unit Price	Total
	Travel Expenses / 2 people / 3 days/2 nites		$2,500.00
8	Rental of Voting Booths - Regular	$15.00	$120.00
4	Rental of Voting Booths - Disabled	$15.00	$60.00
1	Repair/maintenance/re-wrapping of Voting Booths / hour	$25.00	$25.00
TRANSLATIONS			
	Spanish Translations		
1	Ballot(s)/Measure Question(s)	$150.00	$150.00
4	Measure Text / 2 pages each	$500.00	$2,000.00
2	Analyses	$375.00	$750.00
2	Tax Rate Statements	$375.00	$750.00
4	Arguments	$225.00	$900.00
4	Rebuttals	$200.00	$800.00
MAILING SERVICES / SAMPLE BALLOTS			
1	**54 Day** File transfer to mailer, address machine setup	$350.00	$350.00
1	Ballot Group setups	$30.00	$30.00
4,150	Affixing Address Labels / <20,000		$750.00
1	Postal documentation	$70.00	$70.00
1	**29 Day** File transfer to mailer, address machine setup	$250.00	$250.00
1	Ballot Group setups	$25.00	$25.00
165	Affixing Address Labels	$0.50	$82.50
1	**15 Day** File transfer to mailer, address machine setup	$100.00	$100.00
1	Ballot Group setups	$25.00	$25.00
84	Affixing Address Labels	$0.50	$42.00
POSTAGE ACTIVITY / SAMPLE BALLOTS			
66	Affix Meter Tape 1st class Postage to Out State	$100.00	$100.00
165	Affix Meter Tape 1st class Postage to Pamphlets-29 day	$0.25	$41.25
84	Affix Meter Tape 1st class Postage to Postcards-15 day	$0.25	$21.00
MAILING SERVICES / VOTE-BY-MAIL BALLOTS			
1	Track 'N Trace / tracking for VBM Ballots / Setup	$150.00	$150.00
9000	Track 'N Trace / ea	$0.005	$45.00
1	Intelligent Mail Barcode Full Service Preparation Fee	$200.00	$200.00
	PVBM's / 54 DAY VOTERS		
9000	Addressing PVBM Envelopes / 54 days	$0.25	$2,250.00
1	Ballot Group setups	$10.00	$10.00
9000	Insert PVBM's/54 day only/4 Items (envelope, ballot, pamphlet)		$2,302.00
1	Mail preparation, Postal Documentation	$150.00	$150.00
	CITY CLERK'S VBM'S FOR ISSUING		
300	Insert VBM's/4 Items (envelope, ballot, instructions, secrecy)		$127.00
	PVBM's / 29 AND 15 DAY VOTERS		
62	Addressing PVBM labels (or Envelopes) / 29 + 15 days	$0.25	$15.50
DELIVERY SERVICES			
1	Deliver Sample Ballots to Post Office / 54 days	$500.00	$500.00
2	Deliver Sample Ballots to Post Office / 29 days & 15 days	$75.00	$150.00
1	Deliver PVBM Ballots to Post Office	$500.00	$500.00
1	Deliver Precinct Supplies to City	$500.00	$500.00
	Total Nontaxable Items		$16,941.25
	TOTAL OF THIS ELECTION		**$72,650.51**

Quantity	Description	Unit Price	Total
			$72,650.51
			invoice continues
POSTAGE RECONCILIATION / SAMPLE BALLOTS			
4084	Standard Rate Postage - 1st mailing-54 day file	$1,184.36	red amounts are estimates,
66	1st Class Postage - 1st mailing -Out of State	$71.94	
165	1st Class Postage - 2nd mailing-29 day file	$179.85	
84	1st Class Postage - 3rd mailing-15 day file / Postcards	$24.36	
	Total Postage Used	$1,460.51	
	Additional Postage Due (Credit for unused postage)	$1,460.51	$1,460.51
POSTAGE RECONCILIATION / PERMANENT VOTE BY MAIL BALLOTS			
9000	PVBM ballots	$2,340.00	
	Total Postage Used	$2,340.00	
	Additional Postage Due (Credit for unused postage)	$2,340.00	$2,340.00
	TOTAL OF POSTAGE DUE (OR CREDIT TO CITY)		**$3,800.51**
	TOTAL INCLUDING POSTAGE		**$76,451.02**

RESOLUTION NO. 17-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MARTIN AND CHAPMAN COMPANY FOR ELECTION SERVICES RELATED TO THE JUNE 6, 2017 ELECTION

WHEREAS, During the March 2, 2017, City Council meeting the City Council declared a fiscal emergency and called for a Special Municipal Election to be held on June 6, 2017 for the purpose of submitting to the voters two ballot measures.

WHEREAS, The first measure, if approved, would authorize the City to collect a business operations tax of up to 10% on gross receipts from marijuana businesses for general purpose revenues. The second measure would authorize an amendment to the Municipal Code to increase the Sales (Transaction and Use) Tax by up to 0.5% for general purpose revenues.

WHEREAS, As a general law city, if two or more jurisdictions are holding an election on the same date in the same county, they are allowed under the California Elections Code 1301 to consolidate their election.

WHEREAS, The City of Seaside is the only jurisdiction planning to hold an election on June 6, 2017. The City is therefore going to conduct a stand alone election.

WHEREAS, Historically, the City has contracted with the Monterey County Elections Department to conduct elections. For this Special Election, staff recommends conducting the election in-house and is requesting the services of a contractor to assist with the election process and verify compliance with election regulations due to the small size of the election and cost efficiencies.

NOW THEREFOR BE IT RESOLVED, That the City Council of the City of Seaside authorizes entering into an agreement with Martin and Chapman for election services for the June 6, 2017 Election for a not to exceed cost of $80,000 and authorize the City Manager to execute a contract.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of March 2017.

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

____
Ralph Rubio, Mayor

ATTEST:

____
Lesley Milton-Rerig, City Clerk

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Teresa Zamora, Youth Violence Prevention Coordinator
Lesley Milton-Rerig, City Clerk

DATE: March 16, 2017

SUBJECT: **APPROVE RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT FOR COMPREHENSIVE EVALUATION SERVICES FOR THE CITY'S CAL GRIP GRANT FOR THE 2017 YEAR**

PURPOSE

The purpose of this item is to obtain City Council approval for the firm Jan Roehl Consulting to continue to conduct comprehensive evaluation services for the City's Cal GRIP grant (Gang Reduction, Prevention and Intervention Program) for the third year of the grant term and prepare a final grant report

RECOMMENDATION

It is recommended that the City Council approve the agreement in the amount of $44,000.00 for services through December 31, 2017 with all costs fully covered by the Cal GRIP grant.

BACKGROUND

2017 is our last and final year of our Cal GRIP grant. The Cal GRIP assists local community based organizations to provide prevention, intervention activities to youth in our community. The comprehensive evaluation of the Gang Reduction, Prevention and Intervention Program is a requirement of the Cal GRIP grant, and the costs are fully reimbursed to the City.

Jan Roehl Consulting has been contracted with for the last two years to gather data from the following grant partners listed in the Cal GRIP budget narrative: Community Partnership for Youth, Sun Street Centers, Monterey County Behavioral Health, Community Human Services and Monterey County Probation Department. The ongoing data collection will be reported quarterly to the Board of State and Community Corrections. The services that Jan Roehl Consulting provides are important to portray the progress and outcomes of the Gang Reduction, Prevention, and Intervention Program.

The following agreement regarding services provided are as follows:

Jan Roehl Consulting will conduct the comprehensive evaluation of the Gang Reduction, Intervention and Prevention Program. Jan Roehl's hourly rate is $85/hour and she will devote approximately 517.65 hours per year to the Cal GRIP evaluation.

The tasks to be performed are:

- Conduct a comprehensive evaluation of the Seaside CalGRIP (Gang Reduction, Intervention, and Prevention) Program for the 2017 year, including a process and outcome evaluation, as outlined in the grant proposal.
- Collect and analyze data on project processes as specified within the Cal GRIP Proposal Narrative and assess outcomes via performance measures. Data will be retrieved from police and probation records systems, service provider records, and key staff.Analyze data on violent, gang and gun crime patterns and trends, and work with the Blue Ribbon Task Force, concentrating on evidence-based practices on the areas and individuals most involved in violent crime.
- Prepare a local Evaluation Plan consistent with the grant requirements.
- Present process and outcome data quarterly to the Blue Ribbon Task Force for the Prevention of Youth Violence.
- Prepare a final, comprehensive evaluation report for the full three years of the grant term, as required by the grant.

FISCAL IMPACT

If the City Council approves the agreement for the comprehensive evaluation of Gang, Reduction, Intervention and Prevention Program, the fiscal impact will be $44,000.00 for the fiscal year January 1, 2017 to December 31, 2017. If approved, all costs will be reimbursed to the City through the Cal GRIP grant.

ATTACHMENTS

1. Draft-Resolution
2. Agreement

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION NO. 17-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING EXECUTION OF AGREEMENT FOR COMPREHENSIVE EVALUTION SERVICES FOR THE CITY'S CAL GRIP GRANT

WHEREAS, the City of Seaside was awarded and accepted grant funds from the Board of State and Community Corrections through the Cal GRIP (Gang Reduction, Intervention and Prevention) Grant program to reduce youth violence in our community; and

WHEREAS, a comprehensive evaluation of processes and outcomes are required as part of the City of Seaside's use of Cal GRIP (Gang, Reduction, Intervention, Prevention) Grant funds; and

WHEREAS, such data collection is necessary to conduct evidence based approach to address youth violence prevention;

WHEREAS, the quarterly report providing the performance measures to the Board of State and Community Corrections is necessary so the City can be reimbursed for Cal GRIP expenses incurred through December 2017;

WHEREAS, Jan Rohel Consulting has been providing these services to date and is intimately familiar with the grant application, grant agreement and the grant program; and

WHEREAS, to further allow Jan Rohel Consulting to continue this process a formal agreement needs to be executed.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City Council approves execution of the agreement listed in Attachment A for comprehensive evaluation services for the City's Cal Grip Grant and authorizes the City Manager to execute the agreement for services.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 16th day of March, 2016, by the following vote:

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

____
Honorable Ralph Rubio, Mayor

ATTEST:

____
Lesley Milton-Rerig, City Clerk

CITY OF SEASIDE

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and effective as of January 1, 2017, between the City of Seaside, a municipal corporation and Jan Roehl Consulting, an employee owned Sole Proprietorship. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on January 1, 2017 and shall remain and continue in effect until tasks described herein are completed, but in no event later than March 31st, 2018, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed $55,000.00 (Fifty-five thousand dollars) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) Either the City or the Consultant for any reason whatsoever, with or without cause, may terminate this Agreement upon no less than twenty (20) days written notice to the other party. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

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

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit C without the written consent of the Consultant.

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

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

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

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

16. NOTICES

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

To City:	City of Seaside 440 Harcourt Avenue Seaside, California 93955 Attention: Nancy Towne, Recreation Director
To Consultant:	JRC 591 Lighthouse Ave. #24 Pacific Grove, CA. 93950 Attention: Jan Roehl, Research Partner

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Jan Roehl Consulting shall perform the services described in this Agreement.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

CITY OF SEASIDE	CONSULTANT
By:________________________	By:________________________
[City Manager or Mayor]	(Signature)
	Jan Roehl ________________ (Typed Name)

EXHIBIT A / B

TASKS TO BE PERFORMED & COMPENSATION RATE

Jan Roehl Consulting will conduct the comprehensive evaluation of the Gang Reduction, Intervention and Prevention Program. Jan Roehl's hourly rate is $85/hour and she will devote approximately 647 hours to the final CalGRIP evaluation.

The tasks to be performed are:

- Conduct a comprehensive evaluation of the Seaside CalGRIP (Gang Reduction, Intervention, and Prevention) Program, including a process and outcome evaluation, as outlined in the grant proposal.

- Collect and analyze data on project processes as specified within the CalGRIP Proposal Narrative and assess outcomes via performance measures. Data will be retrieved from police and probation records systems, service provider records, and key staff.

- Analyze data on violent, gang, and gun crime, patterns, and trends, and work with the Blue Ribbon Task Force for the Prevention of Youth Violence to concentrate evidence-based practices on the areas and individuals most involved in violent crime.

- Prepare a final project evaluation and outcome report. Covering 2015, 2016 and 2017.

- Present process and outcome data upon request to the Blue Ribbon Task Force for the Prevention of Youth Violence.

- Assist with the necessary research, preparation and writing of future Cal Grip program applications and strategic planning to support the Youth Violence Prevention program.

EXHIBIT C

LOCATION SCHEDULE

The location and date of the meetings convened with the Blue Ribbon Panel, Communities, and Project Management team is outlined below. Notice well in advance will be given to Jan Roehl Consulting if changes are made to the location and date.

Blue Ribbon Task Force Meetings **Location: Oldemeyer Center** **Room: Dance Studio**
January 18, 2017
February 15, 2017
March 15, 2017
April 19, 2017
May 17, 2017
June 21, 2017
July 19, 2017
August 16, 2017
September 20, 2017
October 18, 2017
November 15, 2017 (Tentative)
December 20, 2017 (Tentative)

EXHIBIT D

INSURANCE REQUIREMENTS

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

Jan Roehl Consulting will provide a certificate of insurance for general liability insurance of at least $1,000,000 naming the City of Seaside as an additional insured for liability and workers compensation. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than $1,000,000 per occurrence.

Jan Roehl Consulting will maintain Business Auto Coverage of at least $1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

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

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

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant’s employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing

contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City’s protection without City’s prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant’s general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of

any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

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

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Economic Development Manager

DATE: March 16, 2017

SUBJECT: **APPROVE REQUEST TO APPLY FOR INFORMATION TECHNOLOGY GRANT WITH HARRY SNYDER CONSUMER ADVOCACY, REQUIRING NO MATCHING FUNDS.**

PURPOSE

That the City Council authorize staff to apply for an information technology grant to assist with improving tecnological infrastructure on Broadway avenue to be able to better attract busineses and further serve the public.

RECOMMENDATION

That the City Council approve the request to apply for Information Technology grant with Harry Snyder Consumer Advocacy, requiring no matching funds.

BACKGROUND

Harry Snyder Consumer Advocacy is making one-time grant funds for IT projects available to qualifying California cities. The City of Seaside is requesting to apply for this grant to improve the development permitting process and establish wi-fi connectivity on Broadway. Currently the development permitting process is entirely paper-based. By automating the process, it can become more efficient for applicants and City staff. It is also the intent to make more resources available on our website to further serve the public. Wi-fi connectivity would be limited to a few blocks along Broadway, which will help attract tenants and customers.

A total of $614,000 is available for funding and the anticipated award date, if selected, would be approximatley October 2017. The goal of this grant is to use technologoy to significantly improve or modernize government operations. There are no matching funds required with this application.

FISCAL IMPACT

ATTACHMENTS

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

CITY OF SEASIDE
STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: March 16, 2017

SUBJECT: **APPROVAL OF AN ORDINANCE AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE ENERGY PROGRAM IN THE CITY OF SEASIDE (SECOND READING) AND APPOINT REPRESENTATIVES TO THE MONTEREY BAY COMMUNITY CHOICE ENGERGY BOARD**

PURPOSE

The purpose of this item is conduct a public hearing and to provide the City Council the opportunity to consider the second reading of an ordinance authorizing the implementation of a Community Choice Energy Program in the City of Seaside. In addition, the City Council can appoint a representative and an alternate to the Monterey Bay Community Choice Energy (MBCCE) Board of Directors to represent Seaside.

RECOMMENDATION

It is recommended that the City Council approve the second reading and adopt the ordinance authorizing the implementation of a Community Choice Energy Program in the City of Seaside. In addition, it is recommended that the City Council appoint a representative and an alternate to the MBCCE Board of Directors.

BACKGROUND

On April 18, 2013, the City Council adopted Resolution No. 2013-32 approving participation in a multi-agency effort to investigate the feasibility of a Monterey Bay Area Community Choice Aggregation (CCA) program.

Enabled by California legislation (AB117), Community Choice Aggregation (CCA) allows local governments to pool their residential and municipal electricity loads and to purchase and/or generate power on behalf of its residents and businesses. Energy transmission, distribution, repair and customer service functions remain the responsibility of the Investor Owned Utility

(IOU) operating throughout northern California, namely PG&E.

There are numerous economic and environmental benefits to pursuing a CCA in the Monterey Bay area region. Implementation of a regional CCA may allow for more localized energy production and utilization, help increase the proportion of green renewable energy sources and serve as an important tool in achieving both local climate action goals for greenhouse gas reductions, as well as significant local economic investment for job creation in our community. Moreover CCA provides the local region with increased local control of our energy supply, pricing and investment, while maintaining seamless transmission, distribution, repair and customer service for energy delivery from the existing IOU to the customer.

An in-depth feasibility analysis was completed and the Report has been issued. The link to the full report is:
http://montereybaycca.org/meetingsresources under the heading Full Report.
In summary, the study found that "Monterey Bay Ccommunity Power JPA (MBCP) would be operationally viable under a relatively broad range of resource planning scenarios, demonstrating the potential for customer savings as well as reduced electric sector Green House Gas emissions throughout the region."

At the November 3, 2016 City Council meeting, the City Council received a presentation regarding the feasibility of Monterey Bay Community Power and on November 17, 2016 the City Council adopted a resolution affirming the City's intent to participate in the governance and financing discussions for the proposed Joint Powers Authority.

On February 16, 2017, the City Council adopted a resolution approving JPA membership and directed staff to work with the Santa Cruz County planning team on the credit guarantee requirements.

Proposed Governance Structure of MBCP
The Monterey Bay Community Power JPA will be composed of jurisdictions within the Monterey, Santa Cruz and San Benito counties who have passed a JPA resolution and the required Community Choice Energy (CCE) ordinance. The JPA will be formed in April 2017 and will begin providing electrical service to customers in Spring 2018.

The governing board structure will include a Policy Board composed of elected officials who will provide guidance/approval in the areas of strategic planning and goal setting, passage of Agency budget and customer rates, and large capital expenditures outside the typical power procurement required to provide electrical service.

The JPA also includes a separate Operations Board composed of senior executive staff who will provide oversight and support to the Chief Executive Officer on matters pertaining to the provision of electrical service to customers in the region, focusing on the routine, day-to-day operations of the Agency.

The JPA Governing Board will consist of 11 seats, allocated by population size as outlined below. Shared board seats will be determined through the Mayors' and Councilmembers' city

selection process in their respective cities, with a term of two years. Directors may be reappointed and serve multiple terms. Five jurisdictions with 50,000+ population will have a permanent seat on the Board. Pending passage of the JPA resolution and CCE ordinance, these are: 1) Santa Cruz County, 2) Monterey County, and the cities of 3) Salinas, 4) Watsonville and 5) Santa Cruz. Additionally, the County of San Benito will have a permanent seat on the Board in recognition of the large geographical area it represents. The remaining five shared/rotating seats will be allocated as follows:
1 seat for Santa Cruz County small cities (Scotts Valley and Capitola)
3 seats for Monterey County small cities, shared within each region:
Peninsula Cities (Monterey, Carmel, Pacific Grove);
Coastal Cities (Marina, Sand City, Del Rey Oaks, Seaside);
Salinas Valley Cities (Gonzales, Greenfield, King City, Soledad);
1 seat for San Benito County small cities (San Juan Bautista and Hollister)

Agency Financing
In order to move forward with Agency and program implementation, MBCP will need between $2M-$3M to pay for start up costs and an additional $10M-$15M to cover power supply contracting and early operational/working capital needs. In December, Santa Cruz County, on behalf of MBCP issued a banking and credit services RFP seeking a third party lender(s) for both the start up capital and line of credit that will be needed later. The bid deadline for those services was February 1, 2017 and MBCP hopes to have its financing in place by April or May, 2017.

Financial participation for MBCP members is proposed to be a credit guarantee to support the pre-revenue start up loan of up to $3 million. The credit guarantee obligation will be distributed on a per-seat basis and will take the form of a letter of credit, cash collateral or interagency agreement. In the example of an 11-member Board, each seat on the board would be allocated 1/11 (9.1%) of the credit guarantee burden. Shared seat members would divide the credit guarantee among the cities in their respective groupings in order to arrive at the level of credit support that will be required by a third-party lender. The final amount of this loan (and credit guarantee requirement) will be confirmed once ordinances are passed and loan offers have been received. The estimated credit guarantee for the City of Seaside is $139,500. This figure depends on the number of Agencies who decide to participate in the JPA and the terms of the loan. The City Council set a maximum amount of shared credit guarantee at $175,000.

Next Steps
On March 2, 2016, the City Council conducted a public hearing and approved the first reading of the attached ordinance authorizing the implementation of a Community Choice Energy Program in the City of Seaside. At this time, the City Council will have a second reading and adopt the ordinance. In addition, the Mayor and the City Council need to appoint a representative and an alternate to the Policy Board of Directors.

FISCAL IMPACT

The potential fiscal impact relates to the credit guarantee for the JPA's loan of approximately $3 million to fund start-up costs. If the JPA was to default on the loan, the lender would seek payment from each member of the JPA up to the credit guarantee they had agreed to. In the JPA membership resolution adopted on February 16, 2017, the City limited its committment to $175,000.

ATTACHMENTS

1. Ordinance Authorizing the Implementation of a Community Choice Energy Program in the City of Seaside
2. Monterey Bay Community Power Joint Powers Authority Agreement

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Reviewed for Submission to the
City Council by:

____
Craig Malin, City Manager

ORDINANCE NO. ______

* * * * *

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE AUTHORIZING IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM

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

SECTION 1. FINDINGS. The City Council finds as follows:

WHEREAS, Monterey Bay Community Power has investigated options to provide electric services to customers within the tri-county region of Monterey, Santa Cruz and San Benito Counties (Tri-County Region), including incorporated and unincorporated areas, with the intent of achieving greater local control and involvement over the provision of electric services, competitive electric rates, the development of clean, local, renewable energy projects, reduced greenhouse gas emissions, and the wider implementation of energy conservation and efficiency projects and programs; and

WHEREAS, Monterey Bay Community Power prepared a Feasibility Study for a community choice aggregation ("CCA") program in the Tri-County Region with the cooperation of the cities and counties under the provisions of the Public Utilities Code section 366.2. The Feasibility Study shows that implementing a community choice aggregation program would provide multiple benefits, including:

- Providing customers a choice of power providers;
- Increasing local control and involvement in and collaboration on energy rates and other energy-related matters;
- Providing more stable long-term electric rates that are competitive with those provided by the incumbent utility;
- Reducing greenhouse gas emissions arising from electricity use within the Tri-County Region;
- Increasing local renewable generation capacity;
- Increasing energy conservation and efficiency projects and programs;
- Increasing regional energy self-sufficiency;

- Improving the local economy resulting from the implementation of local renewable and energy conservation and efficiency projects; and

WHEREAS, the Joint Powers Agreement creating the Monterey Bay Community Power Authority ("Authority") will govern and operate the CCA program on behalf of its member jurisdictions. Under the Joint Powers Agreements, cities within the Tri-County Region may participate in the Monterey Bay Community Power CCA program by adopting the resolution and ordinance required by Public Utilities Code section 366.2. Cities choosing to participate in the CCA program will have membership on the Board of Directors of the Authority as provided in the Joint Powers Agreements; and

WHEREAS, the Authority will enter into Agreements with electric power suppliers and other service providers, and based upon those Agreements the Authority will be able to provide power to residents and businesses at rates that are competitive with those of the incumbent utility ("PG&E"). Once the California Public Utilities Commission approves the implementation plan created by the Authority, the Authority will provide service to customers within the unincorporated areas of the tri-county region of Monterey, Santa Cruz and San Benito Counties and within the jurisdiction of those cities therein who have chosen to participate in the CCA program; and

WHEREAS, under Public Utilities Code section 366.2, customers have the right to opt-out of a CCA program and continue to receive service from the incumbent utility. Customers who wish to continue to receive service from the incumbent utility will be able to do so; and

WHEREAS, on March 2, 2016 the City Council held a public hearing at which time interested persons had an opportunity to testify either in support or opposition to implementation of the Monterey Bay Community Power CCA program in the City of Seaside; and

NOW, THEREFORE, the City Council of the City of Seaside does ordain as follows:

Section 1. The above recitations are true and correct and material to this Ordinance.

Section 2. **AUTHORIZATION TO IMPLEMENT A COMMUNITY CHOICE AGGREGATION PROGRAM.** Based upon the forgoing, and in order to provide businesses and residents within the City of Seaside with a choice of power providers and with the benefits described above, the City Council of the City of Seaside ordains that it shall implement a community choice aggregation program within its jurisdiction by participating as a group with the other counties and cities as described above in the Community Choice Aggregation program of the Monterey Bay Community Power Authority, as generally described in the Joint Powers Agreement approved through Resolution No. 17-15.

Section 3. **SEVERABILITY.** In the event any section, clause or provision of this ordinance shall be determined invalid or unconstitutional, such section, clause or provision shall be deemed severable and all other sections or portions hereof shall remain in full force and effect. It is the intent of the City Council that it would have adopted all other portions of this ordinance irrespective of any such portion declared to be invalid or unconstitutional.

Section 4. **ENVIRONMENTAL DETERMINATION**. This ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to the CEQA Guidelines, as it is not a "project" as it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment because energy will be transported through existing infrastructure (14 Cal. Code Regs. § 15378(a)). Further, this ordinance is exempt from CEQA as there is no possibility that this ordinance or its implementation would have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3)). This ordinance is also categorically exempt because it is an action taken by a regulatory agency to assume the maintenance, restoration, enhancement or protection of the environment (14 Cal. Code Regs. § 15308). The City Manager's Office shall cause a Notice of Exemption to be filed as authorized by CEQA and the CEQA guidelines.

Section 5. **PUBLICATION**. This ordinance shall be in full force and effective 30 days after its adoption, and shall be published and posted as required by law.

Section 6. **EFFECTIVE DATE**. This ordinance was introduced on March 2, 2017, and adopted on _______________, and shall be effective thirty days after its date of adoption.

CITY OF SEASIDE

By: _________________________Ralph Rubio, Mayor

AYES:

NOES:

ABSENT :

ABSTAIN:

APPROVED AS TO FORM

By: ________________________Don Freeman, City Attorney

ATTEST

By: _______________________ Lesley Milton-Rerig, City Clerk

JOINT EXERCISE OF POWERS AGREEMENT RELATING TO AND CREATING THE

Monterey Bay Community Power Authority

OF

Monterey, Santa Cruz, and San Benito Counties

This Joint Exercise of Powers Agreement, effective on the date determined by Section 2.1, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Sections 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the Parties set forth in Exhibit B, establishes the Monterey Bay Community Power Authority ("Authority"), and is by and among the Counties of Monterey, Santa Cruz, and San Benito who become signatories to this Agreement ("Counties") and those cities and towns within the Counties of Monterey, Santa Cruz, and San Benito who become signatories to this Agreement, and relates to the joint exercise of powers among the signatories hereto.

RECITALS

A. The Parties share various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and customers within their jurisdictions.

B. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local governments to develop programs to reduce greenhouse gas emissions.

C. The purposes for entering into this Agreement include:

   a. Reducing greenhouse gas emissions related to the use of power in Monterey, Santa Cruz, and San Benito Counties and neighboring regions;

b. Providing electric power and other forms of energy to customers at affordable rates that are competitive with the incumbent utility;

c. Carrying out programs to reduce energy consumption;

d. Stimulating and sustaining the local economy by lowering electric rates and creating local jobs as a result of MBCP's CCE program.

e. Promoting long-term electric rate stability and energy security and reliability for residents through local control of electric generation resources.

D. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar, wind, and geothermal energy production. The purchase of renewable power and greenhouse gas-free energy sources will be the desired approach to decrease regional greenhouse gas emissions and accelerate the State's transition to clean power resources to the extent feasible.

a. It is further desired to establish a short term and long-term energy portfolio that prioritizes the use and development of State, local and regional renewable resources and carbon free resources.

b. In compliance with State law and in alignment with the Authority's desire to stimulate the development of local renewable power, the Authority shall draft an Integrated Resource Plan that includes a range of local renewable development potential in the Monterey Bay Region and plans to incorporate local power into its energy portfolio as quickly as is possible and economically feasible.

E. The Parties desire to establish a separate public Authority, known as the Monterey Bay Community Power Authority, under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") in order to collectively study, promote, develop, conduct, operate, and manage energy programs.

F. The Parties anticipate adopting an ordinance electing to implement through the Authority a common Community Choice Aggregation (CCA) program, an electric service enterprise available to cities and counties pursuant to California Public Utilities Code Sections 331.1(c) and 366.2. The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

ARTICLE 1: DEFINITIONS AND EXHIBITS

1.1 Definitions. Capitalized terms used in the Agreement shall have the meanings specified in Exhibit A, unless the context requires otherwise.

1.2 Documents Included. This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

Exhibit A: Definitions
Exhibit B: List of the Parties
Exhibit C: Regional Allocations

ARTICLE 2: FORMATION OF MONTEREY BAY COMMUNITY POWER AUTHORITY

2.1 Effective Date and Term. This Agreement shall become effective and "Monterey Bay Community Power Authority" shall exist as a separate public Authority on the date that this Agreement is executed by at least three Initial Participants from the Counties of Monterey, Santa Cruz, and San Benito and the municipalities within those counties, after the adoption of the ordinances required by Public Utilities Code Section 366.2(c)(12). The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 6.4, subject to the rights of the Parties to withdraw from the Authority.

2.2 Formation. There is formed as of the Effective Date a public Authority named the Monterey Bay Community Power Authority. Pursuant to Sections 6506 and 6507 of the

Act, the Authority is a public Authority separate from the Parties. Pursuant to Sections 6508.1 of the Act, the debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Party who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Parties agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 7.4 of this Agreement, this Section 2.2 may not be amended unless such amendment is approved by the governing board of each Party.

2.3 Purpose. The purpose of this Agreement is to establish an independent public Authority in order to exercise powers common to each Party to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Parties intend for this Agreement to be used as a contractual mechanism by which the Parties are authorized to participate in the CCA Program, as further described in Section 4.1. The Parties intend that other agreements shall define the terms and conditions associated with the implementation of the CCA Program and any other energy programs approved by the Authority.

2.4 Powers. The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following powers, subject to the voting requirements set forth in Section 3.7 through 3.7.1:

. 2.4.1 to make and enter into contracts;

. 2.4.2 to employ agents and employees, including but not limited to a Chief Executive Officer;

. 2.4.3 to acquire, contract, manage, maintain, and operate any buildings, infrastructure, works, or improvements;

. 2.4.4 to acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property; however, the Authority shall not exercise the power of eminent domain within the jurisdiction of a Party without approval of the affected Party's governing board;

. 2.4.5 to lease any property;

. 2.4.6 to sue and be sued in its own name;

. 2.4.7 to incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Sections 53850 et seq. and authority under the Act;

. 2.4.8 to form subsidiary or independent corporations or entities if necessary, to carry out energy supply and energy conservation programs at the lowest possible cost or to take advantage of legislative or regulatory changes;

. 2.4.9 to issue revenue bonds and other forms of indebtedness;

. 2.4.10 to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;

. 2.4.11 to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;

. 2.4.12 to adopt Operating Rules and Regulations;

. 2.4.13 to make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services; and

. 2.4.14 to permit additional Parties to enter into this Agreement after the Effective Date and to permit another entity authorized to be a community choice aggregator to designate the Authority to act as the community choice aggregator on its behalf.

2.5 Limitation on Powers. As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by the City of Santa Cruz and any other restrictions on exercising the powers of the authority that may be adopted by the board.

2.6 Compliance with Local Zoning and Building Laws and CEQA. Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act ("CEQA").

ARTICLE 3: GOVERNANCE AND INTERNAL ORGANIZATION

3.1 Boards of Directors. The governing bodies of the Authority shall consist of a Policy Board of Directors ("Policy Board") and an Operations Board of Directors ("Operations Board").

. 3.1.1 Both Boards shall consist of Directors representing any of the three Counties of Monterey, Santa Cruz, or San Benito that become a signatory to the Agreement and Directors representing any of the Cities or Towns within those counties that becomes a signatory to the Agreement ("Directors"). Each Director shall serve at the pleasure of the governing board of the Party who appointed such Director, and may be removed as Director by such governing board at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the position of the previous Director within 90 days of the date that such position becomes vacant.

. 3.1.2 Policy Board Directors must be elected members of the Board of Supervisors or elected members of the City or Town Council of the municipality that is the signatory to this Agreement. Jurisdictions may appoint an alternate to serve in the absence of its Director on the Policy Board. Alternates for the Policy Board must be members of the Board of Supervisors or members of the governing board of the municipality that is the signatory to this Agreement.

. 3.1.3 Operations Board Directors must be the senior executive/CountyAdministrative Officer of any County that is the signatory to this Agreement, or senior executive/City Manager from any municipality that is the signatory to this Agreement. Jurisdictions may appoint an alternate to serve in the absence of its Director on the Operations Board. Alternates for the Operations

Board must be administrative managers of the County or administrative managers of the governing board of the municipality that is the signatory to this Agreement.

. 3.1.4 Board seats will be allocated under the following formulas. Policy and Operations Board seats for founding JPA members (i.e. those jurisdictions that pass a CCA ordinance by February 28, 2017) will be allocated on a one jurisdiction, one seat basis until such time as the number of member jurisdictions exceeds eleven. Once the JPA reaches more than eleven member agencies, the Policy and Operations Boards' composition shall shift to a regional allocation based on population size. This allocation shall be one seat for each jurisdiction with a population of 50,000 and above, and shared seats for jurisdictions with populations below 50,000 allocated on a sub-regional basis, as set forth in Exhibit C. Notwithstanding the above, the County of San Benito shall be allotted one seat.

. 3.1.5 Shared board seats will be determined through the Mayors and Councilmembers' city selection process in their respective counties, with a term of two years. Directors may be reappointed, following the Mayors and Councilmembers' city selection process in their respective counties, and serve multiple terms. In the event of an established board seat transitioning to a shared seat due to the addition of a new party, the sitting Director will automatically be the first representative for that shared seat to ensure continuity and maintain experience.

3.2 Quorum. A majority of the appointed Directors shall constitute a quorum, except that less than a quorum may adjourn in accordance with law.

3.3 Powers and Functions of the Boards. The Boards shall exercise general governance and oversight over the business and activities of the Authority, consistent with this Agreement and applicable law. The Boards shall provide general policy guidance to the CCA Program.

. 3.3.1 The Policy Board will provide guidance/approval in the areas of strategic planning and goal setting, passage of Authority budget and customer rates, and large capital expenditures outside the typical power procurement required to provide electrical service.

. 3.3.2 The Operations Board will provide oversight and support to the Chief Executive Officer on matters pertaining to the provision of electrical service to customers in the region, focusing on the routine, day-to-day operations of the Authority.

. 3.3.3 Policy Board approval shall be required for any of the following actions, including but not limited to:

(a) The issuance of bonds, major capital expenditures, or any other financing even if program revenues are expected to pay for such financing;

(b) The appointment or removal of officers described in Section 3.9, subject to Section 3.9.3;

(c) The appointment and termination of the Chief Executive Officer;

(d) The adoption of the Annual Budget;

(e) The adoption of an ordinance;

(f) The setting of rates for power sold by the Authority and the setting of charges for any other category of service provided by the Authority;

(g) The adoption of the Implementation Plan;

(h) The selection of General Counsel, Treasurer and Auditor;

(i) The amending of this Joint Exercise of Powers Agreement; and

(j) Termination of the CCA Program.

. 3.3.4 Operations Board approval shall be required for the following actions, including but not limited to:

(a) The approval of Authority contracts and agreements, except as provided by Section 3.4.

(b) Approval of Authority operating policies and other matters necessary to ensure successful program operations.

3.3.5 Joint approval of the Policy and Operations Boards shall be required for the initiation or resolution of claims and litigation where the Authority will be the defendant, plaintiff, petitioner, respondent, cross complainant or cross petitioner, or intervenor; provided, however, that the Chief Executive Officer or General Counsel, on behalf of the Authority, may intervene in, become a party to, or file comments with respect to any proceeding pending at the California Public Utilities Commission, the Federal Energy Regulatory Commission, or any other administrative authority, without approval of the Boards as long as such action is consistent with any adopted Board policies.

3.4 Chief Executive Officer. The Authority shall have a Chief Executive Officer ("CEO"). The Operations Board shall present nomination(s) of qualified candidates to the Policy Board. The Policy Board shall make the selection and appointment of the CEO who will be an employee of the Authority and serve at will and at the pleasure of the Policy Board.

The CEO shall be responsible for the day-to-day operation and management of the Authority and the CCA Program. The CEO may exercise all powers of the Authority, including the power to hire, discipline and terminate employees as well as the power to approve any agreement if the total amount payable under the agreement falls within the Authority's fiscal policies to be set by the Policy Board, except the powers specifically set forth in Section 3.3 or those powers which by law must be exercised by the Board(s) of Directors. The CEO shall report to the Policy Board on matters related to strategic planning and goal setting, passage of Authority budget and customer rates, and large capital expenditures outside the typical power procurement required to provide electrical service. The CEO shall report to the Operations Board on matters related to Authority policy and the provision of electrical service to customers in the region, focusing on the routine, day-to-day operations of the Authority. It shall be the responsibility of the CEO to keep both Board(s) appropriately informed and engaged in the discussions and actions of each to ensure cooperation and unity within the Authority.

3.5 Commissions, Boards, and Committees. The Boards may establish any advisory committees they deem appropriate to assist in carrying out the CCA Program, other energy programs, and the provisions of this Agreement which shall comply with the requirements of the Ralph M. Brown Act. The Boards may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees if the Board(s) deem it appropriate to appoint such commissions, boards or committees, and shall determine whether members shall be compensated or entitled to reimbursement for expenses.

3.6 Director Compensation. Directors shall serve without compensation from the Authority. However, Directors may be compensated by their respective appointing authorities. The Boards, however, may adopt by resolution a policy relating to the reimbursement by the Authority of expenses incurred by their respective Directors.

3.7 Voting. Except as provided in Section 3.7.1 below, actions of the Boards shall require the affirmative vote of a majority of Directors present at the meeting.

3.7.1. Special Voting Requirements for Certain Matters.

(a) Two-Thirds Voting Approval Requirements Relating to Sections 6.2 and 7.4. Action of the Board on the matters set forth in Section 6.2 (involuntary termination of a Party), or Section 7.4 (amendment of this Agreement) shall require the affirmative vote of at least two-thirds of Directors present.

(b) Seventy Five Percent Special Voting Requirements for Eminent Domain and Contributions or Pledge of Assets.

(i) A decision to exercise the power of eminent domain on behalf of the Authority to acquire any property interest other than an easement, right-of-way, or temporary construction easement shall require a vote of at least 75% of all Directors present.

(ii) The imposition on any Party of any obligation to make contributions or pledge assets as a condition of continued participation in the CCA Program shall require a vote of at least 75% of all Directors and the approval of the governing boards of the Parties who are being asked to make such contribution or pledge.

(iii) For purposes of this section, "imposition on any Party of any obligation to make contributions or pledge assets as a condition of continued participation in the CCA Program" does not include any obligations of a withdrawing or terminated party imposed under Section 6.3.

3.8 Meetings and Special Meetings of the Board. The Policy Board shall hold up to three regular meetings per year, with the option for additional or special meetings as determined by the Chief Executive Officer or Chair of the Policy Board after consultation with the Chief Executive Officer. The Operations Board shall hold at least eight meetings per year, with the option for additional or special meetings. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special and Emergency Meetings of the Boards may be called in accordance with the provisions of California Government Code Sections 54956 and 54956.5. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law. All meetings shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Sections 54950 et seq.).

3.9 Selection of Board Officers.

. 3.9.1 Policy Board Chair and Vice Chair. The Policy Board shall select, from among themselves, a Chair, who shall be the presiding officer of all Policy Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The Policy Board Chair and Vice Chair shall act as the overall Chair and Vice Chair for Monterey Bay Community Power Authority. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if:

(a) the person serving dies, resigns, is no longer holding a qualifying public office, or the Party that the person represents removes the person as its representative on the Board or;

(b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement

. 3.9.2 Operations Board Chair and Vice Chair. The Operations Board shall select, from among themselves, a Chair, who shall be the presiding officer of all Operations Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if:

(a) the person serving dies, resigns, or is no longer the senior executive of the Party that the person represents or;

(b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement.

. 3.9.3 Secretary. Each Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of each Board and all other official records of the Authority. If the Secretary appointed is an employee of the Authority, that employee may serve as Secretary to both Boards.

. 3.9.4 The Policy Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom needs to be be a member of the Board. If the Board so designates, and in accordance with the provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Authority. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall report directly to the Policy Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time. The duties and obligations of the Treasurer are further specified in Article 5.

3.10 Administrative Services Provider. The Board(s) may appoint one or more administrative services providers to serve as the Authority's agent for planning, implementing, operating and administering the CCA Program, and any other program approved by the Board, in accordance with the provisions of an Administrative Services Agreement. The appointed administrative services provider may be one of the Parties. An Administrative Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the CCA Program and other approved programs. The Administrative Services Agreement shall set forth the term of the Agreement and the circumstances under which the Administrative Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the CCA Program or any other program. The Administrative Services Provider shall be either an employee or a contractor of the Authority unless a member agency is providing the service.

ARTICLE 4: IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

4.1 Preliminary Implementation of the CCA Program.

. 4.1.1 Enabling Ordinance. To be eligible to participate in the CCA Program, each Party must adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.

. 4.1.2 Implementation Plan. The Policy Board shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Policy Board in the manner provided by Section 3.7.

. 4.1.3 Termination of CCA Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.

4.2 Authority Documents. The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board(s) through resolution, including but not limited to the MBCP Implementation Plan and Operating Policies. The Parties agree to abide by and comply with the terms and conditions of all such documents that may be adopted by the Board(s), subject to the Parties' right to withdraw from the Authority as described in Article 6.

ARTICLE 5: FINANCIAL PROVISIONS

5.1 Fiscal Year. The Authority's fiscal year shall be 12 months commencing April 1 or the date selected by the Authority. The fiscal year may be changed by Policy Board resolution.

5.2 Depository.

5.2.1 All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.

5.2.2 All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties at all reasonable times. The Board(s) shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

5.2.3 All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board(s) in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board(s).

5.3 Budget and Recovery of Costs.

5.3.1 Budget. The initial budget shall be approved by the Policy Board. The Board may revise the budget from time to time as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of the Authority shall be approved by the Policy Board in accordance with the Operating Rules and Regulations.

5.3.2 Funding of Initial Costs. The County of Santa Cruz has funded certain activities necessary to implement the CCA Program. If the CCA Program becomes operational, these Initial Costs paid by the County of Santa Cruz shall be included in the customer charges for electric services as provided by Section 5.3.3 to the extent permitted by law, and the County of Santa Cruz shall be reimbursed from the payment of such charges by customers of the Authority. Prior to such reimbursement, the County of Santa Cruz shall provide such documentation of costs paid as the Board may request. The Authority may establish a reasonable time period over which such costs are recovered. In the event that the CCA Program does not become operational, the County of Santa Cruz shall not be entitled to any reimbursement of the Initial Costs it has paid from the Authority or any Party.

. 5.3.3 CCA Program Costs. The Parties desire that all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric, conservation, efficiency, incentives, financing, or other services provided under the CCA Program, including but not limited to the establishment and maintenance of various reserves and performance funds and administrative, accounting, legal, consulting, and other similar costs, shall be recovered through charges to CCA customers receiving such electric services, or from revenues from grants or other third-party sources.

. 5.3.4 Credit Guarantee Requirement. The Parties acknowledge that there will be a shared responsibility to provide some level of credit support (in the form of a letter of credit, cash collateral or interagency agreement) for Authority start-up and initial working capital as may be required by a third party lender. Guarantee requirements shall be released after program launch and as soon as possible under the terms of the third-party credit agreement(s). The credit guarantee will be distributed on a per-seat basis. Shared seat members will divide the credit guarantee among the cities sharing those seats. The term of the credit guarantee shall be the same term as specified in the banking agreement. Once a Party has made a credit guarantee, that guarantee shall remain in place until released, even if that Party withdraws from the Authority.

. 5.3.5 The County of Santa Cruz has agreed to provide initial administrative support on a cost reimbursement basis to the JPA once formed. This includes, but is not limited to, personnel, payroll, legal, risk management.

6.1 Withdrawal.

. 6.1.1 Right to Withdraw. A Party may withdraw its participation in the CCA Program, effective as of the beginning of the Authority's fiscal year, by giving no less than 6 months advance written notice of its election to do so, which notice shall be given to the Authority and each Party. Withdrawal of a Party shall require an affirmative vote of the Party's governing board.

. 6.1.2 Right to Withdraw After Amendment. Notwithstanding Section 6.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement adopted by the Policy Board which the Party's Director voted against provided such notice is given in writing within thirty (30) days following the date of the vote. Withdrawal of a Party shall require an affirmative vote of the Party's governing board and shall not be subject to the six month advance notice provided in Section 6.1.1. In the event of such withdrawal, the Party shall be subject to the provisions of Section 6.3.

. 6.1.3 The Right to Withdraw Prior to Program Launch. After receiving bids from power suppliers, the Authority must provide to the Parties the report from the electrical utility consultant retained by the Authority that compares the total estimated electrical rates that the Authority will be charging to customers as well as the estimated greenhouse gas emissions rate and the amount of estimated renewable energy used with that of the incumbent utility. If the report provides that the Authority is unable to provide total electrical rates, as part of its baseline offering, to the customers that are equal to or lower than the incumbent utility or to provide power in a manner that has a lower greenhouse gas emissions rate or uses more renewable energy than the incumbent utility, a Party may, immediately after an affirmative vote of the Party's governing board, withdraw its membership in the Authority without any financial obligation, except those financial obligations incurred through the Party's share of the credit guarantee described in 5.3.4, as long as the Party provides written notice of its intent to withdraw to the Authority Board no more than fifteen business days after receiving the report. Costs incurred prior to withdrawal will be calculated as a pro-rata share of start-up costs expended to the date of the Party's withdrawal, and it shall be the responsibility of the withdrawing Party to pay its share of said costs if they have a material/adverse impact on remaining Authority members or ratepayers.

. 6.1.4 Continuing Financial Obligation; Further Assurances. Except as provided by Section 6.1.3, a Party that withdraws its participation in the CCA Program may be subject to certain continuing financial obligations, as described in Section 6.3. Each withdrawing Party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from participation in the CCA Program.

6.2 Involuntary Termination of a Party. Participation of a Party in the CCA program may be terminated for material non-compliance with provisions of this Agreement or any other agreement relating to the Party's participation in the CCA Program upon a vote of the Policy Board as provided in Section 3.7.1. Prior to any vote to terminate participation with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or other agreement that the Party has allegedly violated. The Party subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Party that has had its participation in the CCA Program terminated may be subject to certain continuing liabilities, as described in Section 6.3.

6.3 Continuing Financial Obligations; Refund. Except as provided by Section 6.1.3, upon a withdrawal or involuntary termination of a Party, the Party shall remain responsible for any claims, demands, damages, or other financial obligations arising from the Party membership or participation in the CCA Program through the date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any financial obligations arising after the date of the Party's withdrawal or involuntary termination. Claims, demands, damages, or other financial obligations for which a withdrawing or terminated Party may remain liable include, but are not limited to, losses from the resale of power contracted for by the Authority to serve the Party's load. With respect to such financial obligations, upon notice by a Party that it wishes to withdraw from the CCA Program, the Authority shall notify the Party of the minimum waiting period under which the Party would have no costs for withdrawal if the Party agrees to stay in the CCA Program for such period. The waiting period will be set to the minimum duration such that there are no costs transferred to remaining ratepayers. If the Party elects to withdraw before the end of the minimum waiting period, the charge for exiting shall be set at a dollar amount that would offset actual costs to the remaining ratepayers, and may not include punitive charges that exceed actual costs. In addition, such Party shall also be responsible for any costs or obligations associated with the Party's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Party. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority and approved by a vote of the Policy Board, to cover the Party's financial obligations for the costs described above. Any amount of the Party's funds held on deposit with the Authority above that which is required to pay any financial obligations shall be returned to the Party. The liability of any Party under this section 6.3 is subject and subordinate to the provisions of Section 2.2, and nothing in this section 6.3 shall reduce, impair, or eliminate any immunity from liability provided by Section 2.2.

6.4 Mutual Termination. This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its participation in the CCA Program, as described in Section 6.1.

6.5 Disposition of Property upon Termination of Authority. Upon termination of this Agreement, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Parties in proportion to the contributions made by each.

ARTICLE 7: MISCELLANEOUS PROVISIONS

7.1 Dispute Resolution. The Parties and the Authority shall make reasonable efforts to informally settle all disputes arising out of or in connection with this Agreement. Should such informal efforts to settle a dispute, after reasonable efforts, fail, the dispute shall be mediated in accordance with policies and procedures established by the Authority. The costs of any such mediation shall be shared equally among the Parties participating in the mediation.

7.2 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Sections 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the Authority, or its Directors, officers, or employees.

7.3 Indemnification of Parties. The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority and the Parties. The Authority shall defend, indemnify, and hold harmless the Parties and each of their respective Boards of Supervisors or City Councils, officers, agents and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.

7.4 Amendment of this Agreement. This Agreement may not be amended except by a written amendment approved by a vote of Policy Board members as provided in Section 3.7.1. The Authority shall provide written notice to all Parties of proposed amendments to this Agreement, including the effective date of such amendments, at least 30 days prior to the date upon which the Board votes on such amendments.

7.5 Assignment. Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 7.5 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. This Section 7.5 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.

7.6 Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

7.7 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.

7.8 Execution by Counterparts. This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

7.9 Parties to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties.

Exhibit A

Definitions

“Act” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.)

“Administrative Services Agreement” means an agreement or agreements entered into after the Effective Date by the Authority with an entity that will perform tasks necessary for planning, implementing, operating and administering the CCA Program or any other energy programs adopted by the Authority.

“Agreement” means this Joint Powers Agreement.

“Annual Energy Use” has the meaning given in Section 3.7.1.

“Authority” means the Monterey Bay Community Power Authority.

“Authority Document(s)” means document(s) duly adopted by one or both Boards by resolution or motion implementing the powers, functions, and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

“Board” means the Policy Board of Directors of the Authority and/or the Operations Board of Directors of the Authority unless one or the other is specified in this Agreement.

“CCA” or “Community Choice Aggregation” means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.

“CCA Program” means the Authority’s program relating to CCA that is principally described in this Agreement.

“Director” means a member of the Policy Board of Directors or Operations Board of Directors representing a Party.

“Effective Date” means the date that this Agreement is executed by at least three Initial Participants from the Counties of Monterey, Santa Cruz, and San Benito and the municipalities within those counties, as further described in Section 2.1.

"Implementation Plan" means the plan generally described in Section 4.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the California Public Utilities Commission for the purpose of describing a proposed CCA Program.

"Initial Costs" means all costs incurred by the County of Santa Cruz and/or Authority relating to the establishment and initial operation of the Authority, such as the hiring of a Chief Executive Officer and any administrative staff, and any required accounting, administrative, technical, or legal services in support of the Authority's initial activities or in support of the negotiation, preparation, and approval of one or more Administrative Services Agreements.

"Initial Participants" means those initial founding JPA members whose jurisdictions pass a CCA ordinance, whose Board seats will be allocated on a one jurisdiction, one seat basis (in addition to one seat for San Benito County) until such time as the number of member jurisdictions exceeds eleven, as described in Section 3.1.4.

"Operating Rules and Regulations" means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

"Operations Board" means the board composed of City Managers and CAOs representing their respective jurisdictions as provided in section 3.1.4 who will provide oversight and support to the Chief Executive Officer on matters pertaining to the provision of electrical service to customers in the region, focusing on the routine, day-to-day operations of the Authority, as further set forth in section 3.3..

"Parties" means, collectively, the signatories to this Agreement that have satisfied the conditions in Sections 2.1 or 4.1.1 such that it is considered a member of the Authority.

"Party" means singularly, a signatory to this Agreement that has satisfied the conditions in Sections 2.1 or 4.1.1 such that it is considered a member of the Authority.

"Policy Board" means the board composed of elected officials representing their respective jurisdictions as provided in section 3.1.4 who will provide guidance/approval in the areas of strategic planning and goal setting, passage of Authority budget and customer rates, large capital expenditures outside the typical power procurement required to provide electrical service, and such other functions as set forth in section 3.3.

Exhibit B

List of Parties

Exhibit C

Regional Allocation

Board seats in the Monterey Bay Community Power Authority will be allocated as follows:

i. One seat for Santa Cruz County

ii. One seat for Monterey County

iii. One seat for San Benito County

iv. One seat for the City of Santa Cruz

v. One seat for the City of Salinas

vi. One seat for the City of Watsonville

vii. One shared seat for remaining Santa Cruz cities including Capitola and Scotts Valley selected by the City Selection Committee

viii. One shared seat for Monterey Peninsula cities including Monterey, Pacific Grove, and Carmel selected by the City Selection Committee

ix. One shared seat for Monterey Coastal cities including Marina, Seaside, Del Rey Oaks, and Sand City selected by the City Selection Committee

x. One shared seat for Salinas Valley cities including King City, Greenfield, Soledad, Gonzales selected by the City Selection Committee

xi. One shared seat for San Benito County cities selected by the City Selection Committee