



A G E N D A

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, April 6, 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. RECEIVE MID YEAR REPORT PRESENTATION FROM MONTEREY COUNTY CONVENTION AND VISITORS BUREAU

PURPOSE: To receive a presentation on the mid year statistics regarding visitation and hospitality on the Monterey Peninsula and in Seaside.

RECOMMENDATION: That the City Council receive the presentation and ask questions as appropriate.

8. CONSENT CALENDAR

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

A. APPROVE MINUTES FROM MARCH 16, 2017

PURPOSE: To review and approve minutes from the March 16, 2017 meeting.

RECOMMENDATION: That the minutes be reviewed and approved.

B. APPROVE AND FILE CITY CHECKS

PURPOSE: It is requested that the City Council approve and file the accounts payable and wired payments made during the period of March 4, 2017 through March 24, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of March 16, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$2,198,450.16.

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

C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH KEY CLUB

PURPOSE: The purpose of this agenda item is for City Council to consider and approve a One Thousand Five Hundred Dollar (\$1,500.00) request from Seaside High Key Club for a donation from the Mayor's Youth Fund.

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

D. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE MIDDLE SCHOOL ASB MUSIC CABINET CLUB

PURPOSE: The purpose of this item is for the City Council to consider a Three Thousand Dollar (\$3,000.00) request from Seaside Middle School ASB Music Cabinet Club for a donation from the Mayor's Youth Fund to assist in the cost for music activities and events.

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

E. APPROVAL OF A COST NEUTRAL REORGANIZATION OF THE POLICE DEPARTMENT AND MODIFICATION OF THE POSITION ALLOCATION LIST

PURPOSE: The purpose of this item is to approve a cost neutral reorganization of the Police Department and to approve the modification to the Position Allocation List.

RECOMMENDATION: It is recommended that the Council approve the resolution approving a cost neutral reorganization of the Police Department and the resulting changes to the Position Allocation List.

9. BUSINESS ITEMS

A. APPROVE A RESOLUTION AUTHORIZING A CONTRACT WITH KOSMONT COMPANIES TO PROVIDE ASSISTANCE IN EVALUATING AND CREATING TAX INCREMENT FINANCING DISTRICTS FOR AN AMOUNT NOT TO EXCEED \$65,000

PURPOSE: Authorize the execution of a contract with Kosmont Companies to provide assistance in analyzing and executing the formation of a Community Revitalization and Investment Authority (CRIA) or Enhanced Infrastructure Financing District, or both, in the City of Seaside.

RECOMMENDATION: Staff recommends that City Council approve a resolution and authorizing the City Manager to execute a contract with Kosmont Companies to analyze and execute the formation of a CRIA or EIFD, or both, for a not to exceed project cost of \$65,000.

B. APPROVE RESOLUTION TO EXECUTE CONTRACT WITH NEW VENDOR FOR PARKING ENFORCEMENT MANAGEMENT

PURPOSE: The purpose of this item is to approval a resolution authorizing the City to enter into a contrac for services with PMB (Parking Management Bureau) to continue services related to parking enforcement.

RECOMMENDATION: It is recommended that the Seaside City Council approve the resolution and authorize the City Manager to execute the proposed service agreement.

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

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

11. ADJOURNMENT

Next Regularly Scheduled Meeting:
April 20, 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://cyp.telvue.com/player?id=T01629&video=52314&noplaylists=1&width=400&height=300>

Videos of past meetings are available on demand through the City's website: <http://www.ci.seaside.ca.us>

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: April 6, 2017

**SUBJECT: RECEIVE MID YEAR REPORT PRESENTATION FROM
MONTEREY COUNTY CONVENTION AND VISITORS BUREAU**

PURPOSE

To receive a presentation on the mid year statistics regarding visitation and hospitality on the Monterey Peninsula and in Seaside.

RECOMMENDATION

That the City Council receive the presentation and ask questions as appropriate.

BACKGROUND

Annually the Monterey County Visitors and Convention Bureau present to the City Council the visitor impact reports to keep the City informed of the hospitality influences around the peninsula.

Staff from the MCCVB will make a presentation on their mid year report results during the meeting.

FISCAL IMPACT

There is no impact associated with this item.

ATTACHMENTS

1. Presentation
-

Meeting Date: April 6, 2017

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

MCCVB SEASIDE Destination Marketing Update



POWER OF TOURISM

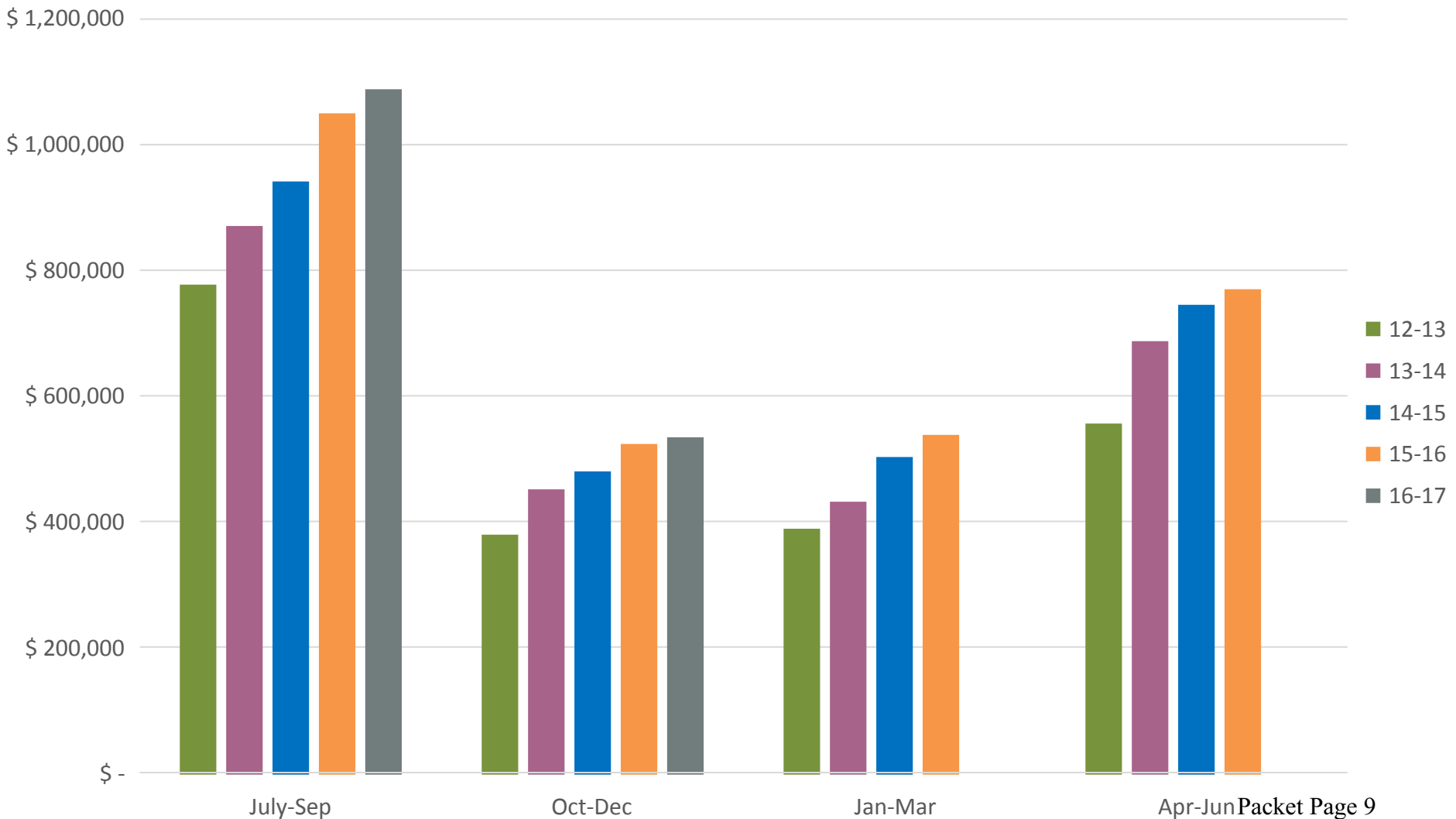
Seaside:

- **307k** Overnight Visitors
- **\$185 Million** in Visitor Spending
- **\$7.4 Million** in Local Taxes
- **1,669** Full-time Jobs

Monterey County:

- **4.5 Million** Overnight Visitors
- **\$2.7 Billion** Visitor Spending
- **\$109 Million** Local Taxes
- **24,390** Full-time Jobs

TRANSIENT OCCUPANCY TAX (TOT)



RETURN ON INVESTMENT JULY- FEBRUARY 2017

SEASIDE INVESTMENT FYTD:

\$53,368

ECONOMIC IMPACT GENERATED BY MCCVB:

\$11,788,517

MARKETING ACTIVITY



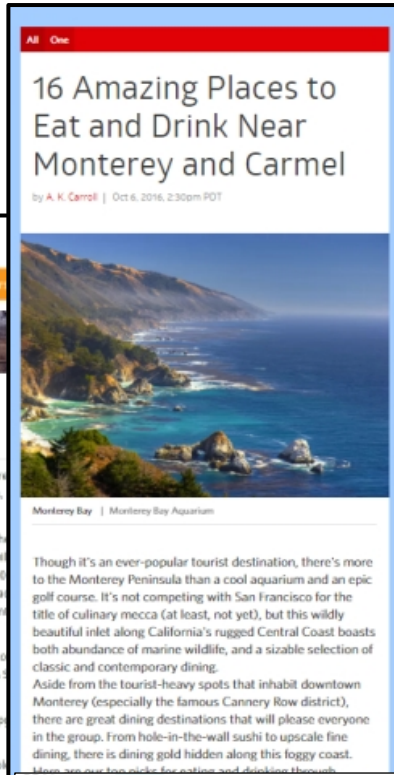
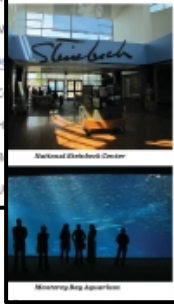
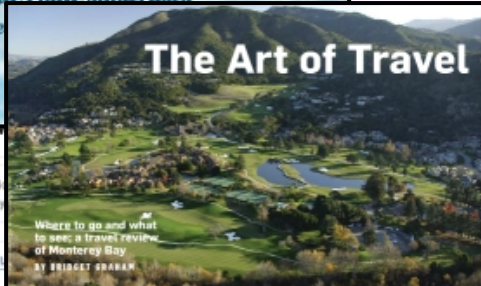
- Ad Campaigns
- Content Marketing
- Promotions & Contests
- Media/Public Relations
- International Programs
- Visitor Guide
- SeeMonterey.com



MEDIA RELATIONS

\$609K in Earned Media from July - Feb

- Media relations/pitching
- Media missions
- Media FAMs
- Domestic & International agency partners



The Sustainable Hospitality Management program at CSUMB has Bay Aquarium, the Monterey County Convention and Visitors Bureau Hospitality Association, the Port of Monterey, the Monterey Board, the Santa Cruz County Economic Development Agency, the Government of Costa Rica to host this momentous event, CSUMB Congressman Jimmy Panetta, who was recently selected to serve Natural Resources Subcommittee on Water, Power and Oceans Lands, will be joining the list of notable speakers.

SOCIAL NETWORKS

Followers and Fans:

Facebook: 99,861: +23%

Twitter: 17,675: +24%

Blog: 25,000 average
unique monthly visits: +49%

Instagram: 12,819: +146%

YouTube: 195: +17%

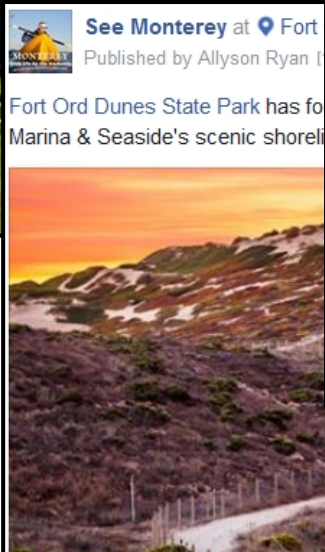
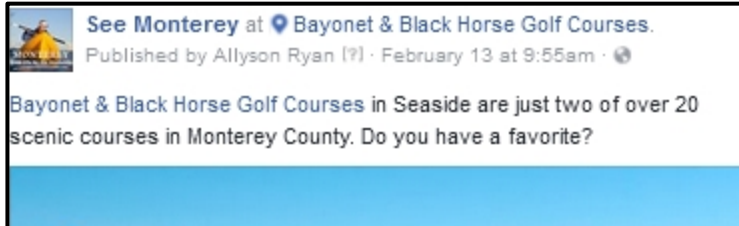


Photo of the Week

This week's winner is "Fort Ord State Park Dunes" submitted by Jakob Hervilla.

SEEMONTEREY.COM

PARKING DAY AMPLIFICATION



Social Amplification

144 social engagements

Over **300** views on blog post

CAR WEEK

WELCOME TO SEASIDE

Seaside is a beautiful beach community nestled on the north side of the Monterey Peninsula, with spectacular sweeping views of Monterey Bay.

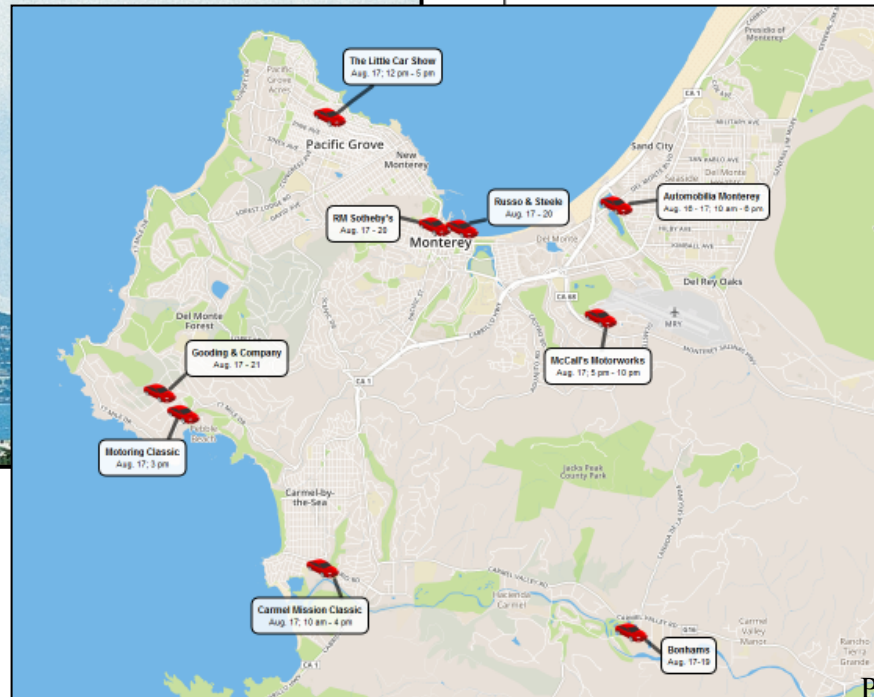
Get out in the sun and discover nearby hiking trails in neighboring Fort Ord National Monument or spend a day golfing at the world class Bayonet and Black Horse courses.

Experience the unique sea life of Monterey Bay while whale



Car Week is an exciting time for the Monterey Peninsula as we welcome thousands of visitors from around the world. To help you enjoy Car Week and anticipate any traffic delays, the Monterey County Convention and Visitors Bureau has put together

“Your Guide to Navigating Car Week 2016”



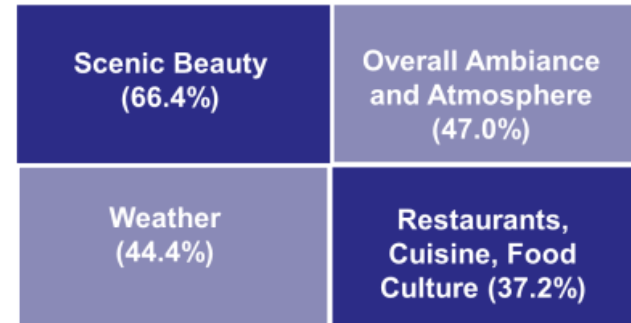
RESEARCH & REPORTING

Strategy: Distribution for research and data to improve business environment

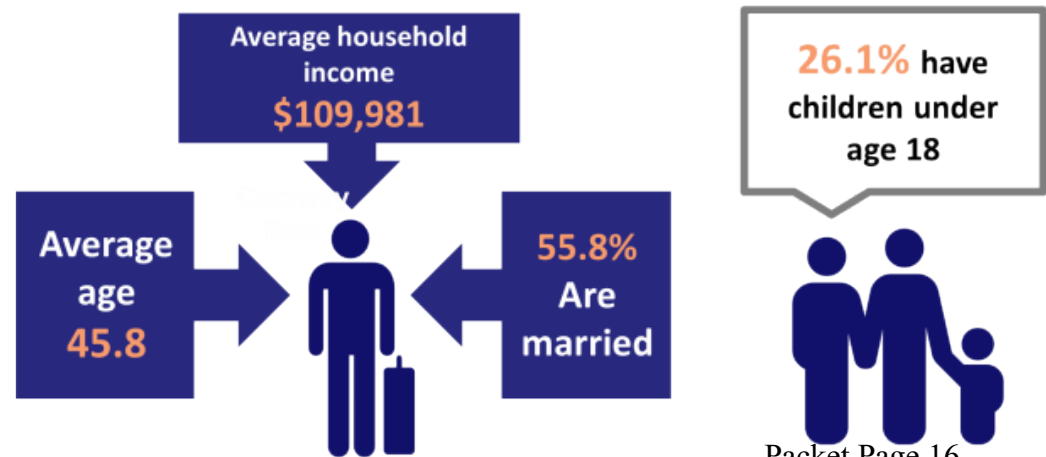
Tactics:

- Quarterly Destination Performance Reporting
- Quarterly Market Intelligence reports
- Develop/synergize community data sharing opportunities

Top Motivations for Visiting (% of respondents)



Traveler Demographics (% of respondents)





SUSTAINABLE MOMENTS

MONTEREY
Grab life by the moments:

SUSTAINABILITY HOSPITALITY SYMPOSIUM



Sustainable Hospitality
Development
Symposium



PLEASE JOIN US

Annual Meeting

Thursday, August 24, 2017

Embassy Suites

MONTEREY
Grab life by the moments.



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
Thursday, March 16, 2017
7:00 PM

1. **CALL TO ORDER**

Mayor Rubio called the meeting to order at 7:00 PM.

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

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

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

Pastor Elder Sims provided the invocation.

4. **REVIEW OF AGENDA**

Mayor Rubio requested and the City Council approved the addition of a proclamation to the agenda for National Day of Service.

5. **PUBLIC COMMENT**

Mayor Rubio invited comments from the public.

- Bobby Maxwell, President of the Seaside Police Activities League thanked the Council for the Mayors Youth Fund donation and invited the Council and the City Manager to the annual PAL Banquet.
- Helen Rucker reminded the Council and the public regarding the March 19th awards ceremony recognizing Outstanding Women of Monterey County to be held at the Irvine auditorium at 2:00 PM. She also spoke of the NAACP Life Membership banquet April 1st at 6 PM. She further announced the release of a new book from a local woman who lives in Big Sur called "Corn Hallow" about her experiences growing up in Kentucky. It is a heartwarming look at growing up in a different part of the country and is revealing. Ms. Rucker wrote the forward for the book.
- Sam Rashkin spoke as a public policy analyst and spoke regarding immigration policy. When ICE agents come to jurisdictions, they ask for people or paperwork. Historically their actions were tied to public crimes. He said there are three things a jurisdiction can do; Update our internal policies, Update our documents and forms and establish a process to follow is ICE comes to Seaside. Finally, not yet discussed in Seaside, is establishing safe haven sites. Locations where families can go for health education and welfare.

Having no further requests to speak public comment was closed.

6. **PUBLIC AGENCY COMMUNICATIONS**

Jeff Lindenthal from the Monterey Regional Waste Management District Communications Director invited the public to attend the 65th anniversary event with tours of the facility, the new truck yard and CNG fueling facility, the composting facility and the recycling facility. Go behind the scenes at the Waste Management District.

7. **PRESENTATIONS**

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

Mayor Rubio and the City Council Presented Council Member Alexander, Fire Chief Dempsey and City Clerk Milton-Rerig, all Board Members on the Monterey Bay Red Cross with the proclamation declaring March 2017 as 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.

Fire Chief Dempsey presented the three Seaside staff members for their nomination as Fire fighter of the Year, Support Person of the Year and Volunteer of the year. Chief Dempsey spoke to the professional accomplishments of each of the employees. For their loyal and devoted services to the community and the City of Seaside.

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

Mayor Rubio and Police Chief Jackson spoke to the two outstanding Seaside Police officers and recognized them for their service for this past year and for their entire length of professional service to the public.

Mayor Rubio spoke to the youth in the audience about the benefit of public service and to his initial public service and the impact he has personally had on the Seaside community. He encouraged youth to participate in community activism and service.

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

Mayor Rubio and Neighborhood Improvement Program coordinator Ray Bennett presented the February 2017 House of the Month award for the winners for beautifying and maintaining their property and investing in the success of Seaside. Mayor Rubio thanked the NIP for the efforts that they make, as volunteers to encourage people to care about the community.

Mayor Rubio then presented the added proclamation regarding National Service Recognition Day in Seaside.

8. CONSENT CALENDAR

Mayor Rubio invited comments from the public on the consent agenda. Items C, G and I are pulled for discussion.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the City Council Approved the consent agenda 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

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

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Action: Approved & Filed

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

Council Member Alexander requested a comment from the Seaside High Swim Representative and Coach thanked the Council for their third year of support. For the past two years they are MBL champions for the girls Varsity champions and will go for a third year. The contributions has helped pay for busses to get to the meets as there are no allocated funds to take the team to meets. Also swimsuits and jackets have come from the Mayor's youth Fund contribution as well as the annual banquet.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the City Council Approved the item 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

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

Action: Approved

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.

Action: Authorized

F. APPROVE THE TRAFFIC ADVISORY COMMITTEE (TAC) RECOMMENDATIONS

Action: Approved

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

Mayor Rubio invited comments from the public.

- Felix Bachofner spoke to the item, and expressed the concern about the tax coming to the special election and also questioned how staff proposes to handle the transaction with the entire election. He asked if Seaside has ever conducted their own election and requested to push this to a consolidated general election perhaps in the following year as the money is not that significant.

The City Manager spoke to the recent meeting where the Council decided to place measures on the ballot, and this is the next general election. City Clerk Milton-Rerig responded that this is the most efficient and cost effective way to handle the election on June 6th. The company is reputable and

staff believes that the workload is manageable. This will provide greater flexibility to us.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the City Council Authorized the item as presented and adopted Resolution 17-22.

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

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

Action: Approved

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

Mayor Rubio invited comments from the Public.

Felix Bachofner was thrilled to see this and is in support of going out for grants. He requested clarification that the Council and the City Manager will give staff of the economic development team wide latitude for what they are applying for. He specifically spoke to the infrastructure upgrades to be modernized and requested to give economic development team leeway for applying for that grant.

Gloria Stearns Economic Development Manager spoke to the competitive grant application and that anticipated grant amounts were anticipated between \$75,000 to \$200,000 and our grant application was for \$81,000. The grant was supposed to have a significant impact on enabling new and improved local government operational capabilities. The application proposes an improved and automated development permit process, currently paper based and installing wi-fi on Broadway to complement new street infrastructure and attract new businesses.

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

RESULT:	Approved
MOVER:	Council Member Jason Campbell
SECONDER:	Council Member Dave Pacheco
AYES:	None
NOES:	None
ABSENT:	None

9. PUBLIC HEARING

A. 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

This is the third time this has been discussed by the Council. This is the third and final approval necessary for the Monterey Community Choice Energy Program. Mayor Rubio invited public

comments

Bob Cobel thinks that this is very important opportunity and thanks the Council for considering. He spoke to challenges with other utility companies and also expressed gratitude that Monterey County also joined.

Mayor Rubio suggested that they let Mr. Malin be the representative for the City as the Public Agency will be administratively heavy and he would serve better than most. City Attorney Freeman indicted it had to be an elected member.

On motion by Council Member Jason Campbell and seconded by Council Member Dave Pacheco and passed by the following roll call vote the City Council Approved to have the Mayor Rubio serve as the committee representative and Mayor Pro Tem Alexander serve as the alternate and to enact the ordinance 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

10. **BUSINESS ITEMS**

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

City Attorney Freeman spoke to the California Supreme Court expanding the public agency responsibility for staff or elected that use personal devices for communication regarding city business as it pertains to city records. Staff will be updating the city's policy and procedures as it pertains to public records. Council Member Pacheco attended the community meeting by the developer of the main gate and there was positive response from the community. It was a good meeting to get acquainted with the community. Council Member Jones spoke to the Mosquito Abatement District as mosquito season is upon us, and reminded of the upcoming open house. Council Member Campbell reported on the 152 Oversight Committee regarding the Water Supply Charge to discuss the reinstatement fee on water bills. Represented as 1%, He spoke then to the pipeline project over the HWY 1 corridor. He also reminded everyone of the MRWMD 65th Anniversary Celebration. Mayor Pro Tem Alexander spoke to help with the FOFSA and they are thankful for the work with Seaside staff. He encouraged anyone who wants to take on the representation for a park in Seaside, please contact him. Lastly, he spoke to the organization Rebuilding Together that there will be 6 rehabilitated houses in Seaside this spring. He then thanked the Police and Fire Chief departments for the meeting for the Public Safety Pathway Program development meeting. Mayor Rubio spoke to attending the Mayor's monthly meeting, and reported that the Sand City Mayor Is retiring. Rail Policy Committee, there are plans for a dedicated bus away from Seaside to Marina and then to Salinas, the EIR is forthcoming. He met with Ms. Jones regarding the Youth Commission. Attended a meeting with staff and MCWD to find ways to augment water in Seaside and efficient use of recycled waters. Discussed some issues facing the City and the region and how to handle issues regarding immigration. Grants and transportation issues. He met with Superintendent Diffenbaugh to receive an update on their plans for Seaside High and the District and the use of the \$20 million left in the bond and what they are hoping to do with that money to improve the learning environment for kids. RWC meeting at MRWPCA approving contracts, received updates, and signatures on signature revolving state loan were signed so the monies should be coming soon for construction contract in April.

12. **ADJOURNMENT**

On motion the meeting adjourned at 8:10 PM.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ralph Rubio, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: April 6, 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 March 4, 2017 through March 24, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of March 16, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$2,198,450.16.

RECOMMENDATION

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

BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting the Council is provided a listing of the payroll and general checks issued since the last report so that it can inspect and confirm these checks. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoice has been reviewed by the Finance Department prior to payment to ensure that it conforms to the approved budget.

Therefore, in accordance with Government Code Section 37208, 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:

\$1,626,471.53 for payroll and benefits;
\$11,278.50 to Advance Project Delivery for West Broadway Urban Village professional services;

\$21,244.75 to Guardian for Dental Services;
\$12,336.25 to Hydrometrics Water Resources for Watermaster services;
\$28,484.22 to PNC Equipment Finance for computer equipment lease;
\$39,704.25 to Raimi & Assc. for General Plan Update;
\$19,233.76 to U.S. Bank for purchasing card payment;
\$11,404.15 to Siemens Industry for light maintenance;
\$21,456.08 to Monterey County for NGEN maintenance;
\$212,414.61 to Disaster Kleenup for flood remediation under POMA contract;
\$30,674.00 to Monterey County Behavioral Health for the CalGrip program;
\$45,865.16 to PG&E for utilities;
\$22,546.18 to Public Safety Consulting for Police investigative services;
\$25,372.95 to Richards Watson & Gershon for legal services;
\$14,219.37 to Monterey County Convention and Visitors Bureau for January TID.

The remaining checks, totaling \$55,744.40 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
Dan Meewis, Recreation Supervisor

DATE: April 6, 2017

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE HIGH KEY CLUB**

PURPOSE

The purpose of this agenda item is for City Council to consider and approve a One Thousand Five Hundred Dollar (\$1,500.00) request from Seaside High Key Club for a donation from the Mayor's Youth Fund.

RECOMMENDATION

It is recommended that the City Council approve the request.

BACKGROUND

The Seaside Key Club is the high school program sponsored by the Seaside Kiwanis Club. They focus on community service and developing leadership qualities in their members. Last year their members contributed over 600 logged service hours and this year they are on track to surpass that. Seaside High Key Club is requesting a One Thousand Five Hundred (\$1,500.00) donation for the cost associated with their three day CNH District Convention. The Key Club is scheduled to go to the convention in April 2017 to Anaheim, California. This opportunity will allow students to gain powerful networking and leadership skills that they will be able to use to positively influence their club, school and community.

The funds received will specifically be used to cover the registration fees as well as the hotel cost for the students. Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. This is the first time that the Seaside Key Club is requesting a donation.

FISCAL IMPACT

It is recommended that the City Council approve this request.

ATTACHMENTS

1. Mayot's Youth Fund Policy and Application from Seaside High Key Club
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

CITY OF SEASIDE MAYOR'S YOUTH FUND CONTRIBUTION POLICY

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

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

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

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

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

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

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

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

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

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

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

###

Mayor's Youth Fund Contribution Request

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 High Key Club

Name of Individual Submitting Request: Asnley Koenig

% Residents or Students of Seaside: 100% # of Participants 6

Ages of Participants: 10-11th grade

Mailing Address: 2200 Noche Buena St. Seaside CA 93955

Phone Number: ^{School} 831 392-3530 ^{Home} 831 402-9037 Work _____
Cell _____

E-mail Address: adkoenig313@gmail.com

Description of Event (Attach Additional Information as Necessary)

CNH District Convention (DCON) is the annual gathering of Key Club Members from across California, Nevada, and Hawaii. This years 3-Day event will be held in Anaheim, California. Students in attendance will participate in leadership and service workshops, spirit and rally events, and the election of the Key Club Governor. The knowledge gained will help further sustain our club for the upcoming years.
Description of how the use of the funds will be specifically used for youth groups activities/events and/or has a nexus to the goals of recycling, cleanup and/or "green" sustainability to insure a healthy environment. Attach additional information as necessary.

The funds received will specifically be used to cover the registration fees as well as the hotel cost for our students. We hope these funds can help diminish the total cost each student will be required to contribute/fundraise to insure the least financial hardship on these very dedicated individuals.

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

These students will gain powerful networking and leadership skills that they will be able to use to positively influence our club and school climate. Students in attendance will be current sophomores and Juniors so their skills gained will continue to be relevant for future years. This will be vital in planning service events to better contribute to Key Club's influence on our community.

*Total Amount Requested: (See Contribution limits) \$1,500⁰⁰

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.D.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: April 6, 2017

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE MIDDLE SCHOOL ASB MUSIC CABINET CLUB**

PURPOSE

The purpose of this item is for the City Council to consider a Three Thousand Dollar (\$3,000.00) request from Seaside Middle School ASB Music Cabinet Club for a donation from the Mayor's Youth Fund to assist in the cost for music activities and events.

RECOMMENDATION

It is recommended that the City Council approve the request.

BACKGROUND

Seaside Middle School ASB Music Cabinet Club is requesting a donation of Three Thousand Dollars (\$3000.00) from the Mayor's Youth Fund to help pay for the activities and events for the club. By being able to provide different activities and events it will expose music and non music students to the national international music community, careers in music and various music genres, styles and the cultures that accompany the music.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. This is the first time that the Seaside Middle School ASB Music Cabinet Club is requesting a donation.

FISCAL IMPACT

It is recommended that the City Council approve this request.

ATTACHMENTS

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Robert Jackson, Police Chief
Roberta Greathouse, Human Resources Director

DATE: April 6, 2017

**SUBJECT: APPROVAL OF A COST NEUTRAL REORGANIZATION OF THE
POLICE DEPARTMENT AND MODIFICATION OF THE POSITION
ALLOCATION LIST**

PURPOSE

The purpose of this item is to approve a cost neutral reorganization of the Police Department and to approve the modification to the Position Allocation List.

RECOMMENDATION

It is recommended that the Council approve the resolution approving a cost neutral reorganization of the Police Department and the resulting changes to the Position Allocation List.

BACKGROUND

The Seaside Police Department has gone through some debilitating changes over the last year with regards to turn over in the management team. Upon Chief Jackson's arrival, he found a Deputy Chief on leave and two of the three Police Commanders retiring either just before or right after his arrival.

In addition, the Administrative Analyst recently resigned in order to move out of state. This has left the PD in a very difficult position with regards to completing tasks and moving the department forward. However, this staffing situation allows for fluid modifications to the department's staffing allocations. Over the last few months, the current and future needs have been analyzed. A plan has been developed to best utilize the current funding to meet those needs.

Proposed position allocation changes:

1. Convert the Deputy Chief position to a Commander position
At this time, an additional commander would benefit the department more than having a Deputy Chief. The span of control would be more appropriate and with the reallocation of duties the PD will be a more efficient organization.
2. Convert the Administrative Analyst to a Records Supervisor
This will allow for better supervision of the Records Division, however it reduces the administrative capacity to prepare and manage the Department's budget. On a trial basis, the Police and Fire Departments will share the Fire Department's part-time Administrative Assistant to fulfill this need.
3. Add an Additional Police Services Assistant
With the additional burden of implementing technology such as Body Worn Cameras the PD needs to add one additional Police Services Assistant. This will allow for proper management of the additional digital media created by the camera system and will also put the Department in a better position to better meet the requirements of accreditation with regards to our evidence room.
4. Upgrade one Corporal Position to Sergeant
The Police Department will be developing a Special Service Division which will be managed by one of the three Commanders. This Division will be responsible for the administrative functions of the department to include accreditation, investigations, backgrounds, and internal administrative investigations. To staff this division, it is necessary to upgrade one Corporal position to a Sergeant.
This Sergeant will be assigned to investigations and an additional Sergeant in this division will be assigned to the position of Professional Standards Sergeant.

FISCAL IMPACT

This reorganization is cost neutral. The approximate costs are:

Add (1) Sergeant:	\$205,000
Delete (1) Corporal:	(\$170,000)
Add (1) Commander:	\$150,000
Delete (1) Deputy Chief:	(\$245,000)
Add (1) Records Supervisor:	\$95,000
Delete (1) Administrative Analyst:	(\$112,000)
Add (1) Police Services Assistant:	<u>\$70,000</u>
Total	\$5,000

ATTACHMENTS

1. Resolution
-

Meeting Date: April 6, 2017

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 17-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE MODIFYING
THE POSITION ALLOCATION LIST TO REFLECT A COST NEUTRAL
REORGANIZATION OF THE POLICE DEPARTMENT**

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

WHEREAS, there is a need to reorganize the Police Department to improve the supervisory span of control, provide for better supervision in the Records Division, and to increase the capacity in the Evidence Division; and

WHEREAS, this reorganization results in the following changes to the Position Allocation List:

<u>Position</u>	<u>Current Allocation</u>	<u>New Allocation</u>
Deputy Chief	1	0
Police Commander	2	3
Administrative Analyst	1	0
Police Records Supervisor	0	1
Police Corporal	6	5
Police Sergeant	6	7
Police Services Assistant	1	2

WHEREAS, the Finance Division is authorized to make the budget adjustments that are necessary as a result of this change.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves addition modifying the position allocation list to reflect the reorganization of the Police Department.

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

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

Ralph Rubio, Mayor
City of Seaside

ATTEST:

Lesley Milton, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kurt Overmeyer, Economic Development Manager

DATE: April 6, 2017

**SUBJECT: APPROVE A RESOLUTION AUTHORIZING A CONTRACT WITH
KOSMONT COMPANIES TO PROVIDE ASSISTANCE IN
EVALUATING AND CREATING TAX INCREMENT FINANCING
DISTRICTS FOR AN AMOUNT NOT TO EXCEED \$65,000**

PURPOSE

Authorize the execution of a contract with Kosmont Companies to provide assistance in analyzing and executing the formation of a Community Revitalization and Investment Authority (CRIA) or Enhanced Infrastructure Financing District, or both, in the City of Seaside.

RECOMMENDATION

Staff recommends that City Council approve a resolution and authorizing the City Manager to execute a contract with Kosmont Companies to analyze and execute the formation of a CRIA or EIFD, or both, for a not to exceed project cost of \$65,000.

BACKGROUND

Staff issued an RFP seeking a consultant to assist the city in forming a Community Revitalization and Investment Authority (CRIA) and/or an Enhanced Infrastructure Financing District (EIFD). These districts are designed to provide funding for infrastructure, purchase of properties, creation of affordable housing, attracting business and park development. The districts both are designed to take the increment between existing property taxes and new property taxes to facilitate new development. New development creates new property taxes and the increment can then be used to purchase infrastructure and other assets that are needed to attract businesses and development. A outline of the requirements, benefits and powers of these districts is attached to the staff report.

The RFP received 4 responses, all over the expected budget amount. The top two responses were offered an opportunity to propose a scope that fit within the budget. Kosmont Companies

provided a scope and budget that results in the creation of a new district for under the \$65,000 budget. As a result Kosmont was chosen.

The Kosmont Companies have assisted several cities in the formation of EIFD and CRIA districts and have the appropriate skills to assist the City of Seaside in this effort.

FISCAL IMPACT

During the Mid-Year Budget Review and adjustment process, \$60,000 was added to the budget to pay for these consulting services. The balance of the contract costs will be paid from the Community Development budget.

ATTACHMENTS

1. Attachment B - Scope of Work
 2. Attachment D - RFP
 3. Contract
 4. EIFD-CRIA Primer
-

Reviewed for Submission to the
City Council by:

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

Craig Malin, City Manager

B. Scope of Work and Timeline

Consultant will perform the following tasks in order to meet the Client objectives in a timely manner.

Task 1: Kickoff Meeting and Initial Research to Evaluate Proposed EIFD/CRIA Boundary

Kosmont will conduct a kick-off meeting (may be telephonic) with the City, and conduct a preliminary evaluation of a proposed boundary area, to be identified by the City, for consideration in forming an EIFD / CRIA. Consultant will consider certain factors in the preliminary evaluation of the Client's recommended boundary area including, but not limited to:

1. Preferred membership within the district:
 - City/County/special districts that may measurably benefit from formation
 - Jurisdictions the prospective District project serves
 - Landowners in the district
2. Available alternatives for funding improvements within the district:
 - Private sector partners/funding sources (e.g. development impact fees, up-front payment of infrastructure by developer to be paid back through a reimbursement agreement)
 - Special taxes that could be levied (e.g. property tax, Community Facilities District)
 - Grant monies (e.g. Greenhouse Gas Reduction Fund monies)
 - Commercial Property Assessed Clean Energy ("PACE") tax lien programs
3. Infrastructure needs and estimated costs to prepare the district area for private development (to be provided by the Client or selected engineering consultant)

Task 1 Deliverables:

- Preliminary district project area map
- Preliminary list of potential funding sources
- Preliminary infrastructure improvement list (to be provided by Client or selected engineering consultant)

Task 1 Timing: 3 to 4 Weeks

Task 2: Eligibility Analysis of Potential CRIA Project Area

Kosmont will analyze eligibility requirements for formation of a CRIA Plan Area within the City and review the CRIA-eligible areas identified by City staff. The creation of either a CRIA or an EIFD requires that the Successor Agency to the City's former Redevelopment Agency has received its Finding of Completion ("FOC") from the State Department of Finance ("DOF"), is not in active litigation against the state, and has complied with all orders of the State Controller's office regarding the transfer of former Redevelopment Agency assets. Pursuant to AB 2, a CRIA Plan Area within the City must additionally meet the following requirements to be eligible:



1. A CRIA Plan Area must contain census tracts or census block groups that comprise not less than 80% of the land and satisfy both of the following conditions:
 - i. Census tracts or census block groups within the City that have an annual median household income that is less than 80% of the city-/county-/statewide annual median household income.
 - ii. Three of the following four conditions:
 - a. Census tracts or census block groups within the City that have non-seasonal unemployment that is at least 3% higher than statewide median unemployment.
 - b. Census tracts or census block groups within the City that have crime rates that are 5% higher than statewide median crime rates.
 - c. Census tracts or census block groups within the City that may contain infrastructure that may qualify as deteriorated or inadequate.
 - d. Census tracts or census block groups within the City boundaries that may contain deteriorated commercial and/or residential structures.
2. A former military base that is principally characterized by deteriorated or inadequate infrastructure and structures.
3. Disadvantaged Community Census Tracts per CalEPA CalEnviroScreen tool (SB 535).

Consultant will review the eligibility of the proposed CRIA and determine whether a CRIA is appropriate for the project area.

Task 2 Deliverables:

- CRIA eligibility analysis

Task 2 Timing: 2 to 3 Weeks

Task 3: Assessment of Potential Governance Structure of Potential CRIA/EIFD

Consultant will provide advice on identifying the potential appropriate members for the Public Finance Authority (PFA) / CRIA Board and on creating the necessary governance structure that would best implement the planning and development of the district. Kosmont will assist Client by providing the following:

- Identification of potential governance structure including decision-making process
- Estimate of start-up costs

Task 3 Deliverables:

- Summary of potential EIFD/CRIA governance structure
- Preliminary estimate of PFA start-up costs

Task 3 Timing: 3 to 4 Weeks



Task 4: Tax Increment Analysis and Identification of Other Potential Financial Resources

Consultant will review readily available planning documents as well as funding information acquired from Task 1 to determine the general types and timing of development projects that are planned within the boundaries of the potential EIFD/CRIA. The advisory work in this Task will focus on prospective or illustrative key private project(s), to be provided by the Client, which are within the proposed EIFD/CRIA as appropriate to the assignment. Kosmont will incorporate these development projections into preliminary tax increment analysis for the EIFD/CRIA. The tax increment analysis will identify:

- Potential development in the EIFD/CRIA (to be determined in consultation with Client)
- The types and sequencing of infrastructure needed to serve the development (to be provided by Client or selected engineering consultant)
- The initial cash flows for the project area
- Potential debt issuance (bonding capacity) that tax increment could support
- The potential range of values of the projects over time
- Identification of existing enforceable obligations identified in Successor Agency's ROPS and their effects (if any) on property tax cash flows

In conjunction with initial EIFD/CRIA research and evaluation, Kosmont will identify possible additional / complementary funding sources, financing structures, and/or other economic development tools, such as, but not limited to, zoning strategies (e.g. development opportunity reserve, or "DOR"), public (tax-exempt) or public/private (taxable/tax-exempt) bonds or notes, lease or lease/leaseback financing, site-specific tax revenue pledges, Commercial PACE tax lien financing programs, and/or EB-5 immigrant investment.

Task 4 Deliverables:

- Preliminary tax increment analysis
- Identification of additional / complementary economic development tools

Task 4 Timing: 4 to 5 Weeks

Task 5: Summary EIFD/CRIA Implementation Plan and Estimated Timeline

Kosmont will compile the data and research from Tasks 1-4 and compile it into a summary presentation that will explain the procedural requirements and potential operating authority of an EIFD/CRIA and the steps Client and other entities that may be included, will have to take to create an EIFD/CRIA. Kosmont will produce this presentation as a tool to educate the City Council, general public and other interested parties, of the potential benefits of pursuing an EIFD/CRIA and potential costs associated with it. The final deliverable will also include a timeline matrix which outlines the steps to form an EIFD/CRIA and the estimated timeline for implementation.

Task 5 Deliverables:

- Final EIFD/CRIA Summary Implementation Plan Power Point Presentation
- Summary EIFD/CRIA Formation Matrix and Estimated Timeline

Task 5 Timing: 4 to 5 Weeks



Task 6: Assistance with Other Taxing Entities

As mutually agreed upon by City and Kosmont, consultant will assist Watsonville in conducting outreach with appropriate taxing entity(ies) to discuss their interest in pledging increment to the district. Kosmont will create summary public outreach materials for meetings and provide assistance in negotiating tax increment sharing agreements as may be appropriate.

Task 6 Deliverables:

- Summary outreach materials for affected taxing agencies (as needed)

Task 6 Timing: 5 to 6 Weeks

Task 7: District Implementation Assistance

As deemed appropriate by Consultant and City, Kosmont will provide follow-on support for the formation of the proposed district(s). Potential assistance may include (but not limited to) reviewing Public Finance Authority / CRIA documents or Infrastructure Financing Plan / CRIA Plan, and reviewing tax sharing agreements. Consultant will conduct ongoing discussions with the City Attorney or retained counsel to address changes to the sequence and timing of district formation and other applicable legal issues as they arise. Other consulting services that may be deemed necessary including but not limited to engineering/environmental consulting, legal counsel and public relations services are not included in this scope and budget.

Task 7 Timing: 6 to 8 Weeks

Task 8: City Council Meetings and Workshop

Kosmont will present the findings of the EIFD/CRIA analysis at up to two (2) City Council meetings, workshops, or similar public hearings.

Consultant's attendance or participation at any additional publicly noticed (e.g., City Council, Planning Commission, Public Agency Board, other) meetings requested by Client is in addition to compensation for Tasks 1 through 8 and will be billed at the professional services (hourly) fees as shown on the following rate sheet located within Section 4 of this proposal.

Task 8 Timing: 4 to 5 Weeks

Total Project time is estimated to take 8 to 9 months to complete.



Potential Future Services – Promoting District/Sites on OppSites

To assist the City in marketing development sites as a potential component of future implementation services as well as current economic development projects, Kosmont recommends that we showcase and manage your development sites on OppSites.com.

OppSites empowers city and economic development leaders with digital tools to raise awareness of development opportunities that support their goals for growth, share their local knowledge with a global audience of real estate professionals, and connect directly with interested parties. OppSites has built a national platform supported by the latest technology, and puts every community on ONE MAP to create a single global online economic development marketplace. There is no cost to the City for listing sites on OppSites.

To augment the City's capacity to interface directly with OppSites, Kosmont is a certified Economic Development Services Provider on OppSites, enabling us to leverage all features of the OppSites PRO platform. We will partner with the City to showcase opportunity districts and sites, market them to real estate professionals, and use analytics and messaging tools to connect with interested investors, brokers, and developers, saving time and resources (as there is no charge for OppSites).





REQUEST F O R P R O P O S A L S

Request for Proposals

Study of Seaside Potential for CRIA and EIFD

Proposals due no later than 4:30pm Friday,

February 23, 2017

Background:

With the passage of AB 2 and SB 628, local governments have financing tools that were previously unavailable. Seaside was negatively impacted by the dissolution of the Redevelopment Agencies and is seeking ways to finance infrastructure, economic development, environmental remediation and affordable housing projects. Seaside has a higher unemployment rate than surrounding cities and a number of areas of town are filled with underutilized, obsolete and poorly maintained structures. Most of these areas were part of the former Redevelopment Agency or the former Fort Ord. In order to remediate these problems and to ensure adequate employment and economic activity for Seaside and area residents, a mechanism to fund a number of projects will be required.

Consultant:

Seaside is seeking a consultant to assist the City in determining the best ways to implement a CRIA or EIFD – or both if practical. The selected consultant will analyze the City's needs and determine the best course of action for implementing the appropriate financing mechanism. Staff will also need assistance with developing a plan for implementation and financing of any district(s) that are required. The consultant should also provide assistance in working with the various taxing entities to establish some sharing of tax increment produced by these efforts.

Seaside is poised to rapidly develop several areas within the City. Much of this development will occur in areas that were part of the former Fort Ord Army Training Facility that was closed in 1994 and continues to be under a reuse authority. It is imperative that whatever districts are formed be completed prior to the delivery of these improvements as they will establish a significant starting increment for the district. The consultant should be prepared to complete their work, including the required public process, within one year of being awarded the contract. Preference will be given to those consultants that have the capacity to complete this work assuming adequate City performance within nine months of award.



Scope of Work

The consultant will be expected to deliver the following:

1. Detailed analysis, including Tax Increment (TI) projections and subsequent bonding potential of the Fort Ord Lands, the Broadway Area, and Fremont Area. These analyses should be provided both separately and in aggregate.
2. Analysis of the best path to implementation via the EIFD and CRIA districts.
3. Assistance to the City, including up to 3 City Council Meetings and one public workshop, in determining the best district(s) based on the analysis in item 2.
4. A detailed plan consistent with the AB 2 and SB 628 district plan requirements including implementation, financing, affordable housing and debt issuance. This plan will be a significant undertaking and will be a vital part of securing agreement from other taxing entities.
5. Assistance in negotiating TI sharing with other taxing entities.
6. Assistance in any steps required for formation of district(s), including protest

ballots and approvals from City Council and Board of Supervisors for TI sharing agreements and other resolutions.

Responses

Qualified consulting firms should submit the following items in order to be considered for this opportunity:

1. A narrative describing your firm's background in the development of special financing districts that are similar in nature to the CRIA or EIFD, including CFDs and Mello-Roos districts.
2. Resumes or biographies for each of the principal consultants expected to participate in this process.
3. A narrative describing your firms approach and how you expect to accomplish and deliver the tasks outlined in the Scope of Work above.
4. Billing rates for each of your staff and the estimated amount of time expected to be required by each staff position in order to deliver the work requested.
5. A timeline for completion of each task.

The City can provide assistance in defining tax base within study areas and projections via an

existing relationship with a property tax consultant.

Please mail or hand deliver submittals to:

The City of Seaside
Attn: Economic Development
440 Harcourt Ave.
Seaside, CA 93955

Proposals due no later than 4:00pm Friday, February 23, 2017

CONTACT FOR FURTHER INFORMATION:

Kurt Overmeyer, Economic Development Project Manager
Tel: 831.899.6839
Fax: 831.899.6211
kovermeyer@ci.seaside.ca.us
ci.seaside.ca.us

No Electronic Submissions Please



440 Harcourt Ave.
Seaside, CA 93955
T: 831.899.6839
F: 831.899.6211
kovermeyer@ci.seaside.ca.us
ci.seaside.ca.us

**Proposals due no later than 4:00pm
Friday, February 23, 2017**

CONTACT FOR FURTHER INFORMATION:

Kurt Overmeyer, Economic Development Program Manager

Tel: 831-899-6839

Fax: 831-899-6211

kovermeyer@ci.seaside.ca.us

ci.seaside.ca.us

CITY OF SEASIDE

PROFESSIONAL SERVICE AGREEMENT FOR NON-CONSTRUCTION PROJECT

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective as of _____, between the City of Seaside, a municipal corporation ("AGENCY") and The Kosmont Companies, [a sole proprietorship, partnership, limited liability partnership, corporation] ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on April 1, 2017 and shall remain and continue in effect until tasks described herein are completed, but in no event later than March 30, 2018 unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. 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. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. 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.

IV. AGENCY MANAGEMENT

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

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Sixty-Five Thousand dollars (\$65,000.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services. The Agency Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed ten-thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the Governing Board.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the Agency Manager or his/her designee 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 or fails to present the AGENCY with a written plan for the cure of the default, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of AGENCY or its designees at reasonable times to such books and records; shall give AGENCY the right to examine and audit said books and records; shall permit AGENCY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all 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 AGENCY and may be used, reused, or otherwise disposed of by the AGENCY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the AGENCY, at the CONSULTANT's office and upon reasonable written request by

the AGENCY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to AGENCY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION

A. Indemnity 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 AGENCY 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 legal counsel's fees and costs, caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT.

B. Indemnity 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 AGENCY, 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 legal counsel 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 AGENCY for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

C. Duty to defend

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall have an immediate duty to defend the AGENCY at CONSULTANT's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between

CONSULTANT and AGENCY, as to whether liability arises from the sole negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit C attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.
- C. 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.
- D. City shall at all times have the right to inspect the work and materials. CONSULTANT shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve CONSULTANT from any obligation to perform said work strictly in

accordance with the specifications or any modifications thereof and in compliance with the law.

XII. LEGAL RESPONSIBILITIES

- A. The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The AGENCY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.
- B. If CONSULTANT is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Larry Kosmont whose title is President and CEO, is authorized to act for and bind the corporation.
- C. The CONSULTANT will obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the AGENCY has or 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 AGENCY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), 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 AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.
- 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 or 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 AGENCY or the study area and further covenants and agrees that CONSULTANT and/or its subconsultants 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 AGENCY or the study area prior to the completion of the work under this AGREEMENT.

XVI. NOTICES

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

To AGENCY: City of Seaside
 440 Harcourt Ave.
 Seaside, CA 93955
 Attention: Agency Clerk

To CONSULTANT: Kosmont Companies
 1601 N. Sepulveda Blvd. #382
 Manhattan Beach, CA 90266

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. [Insert name] may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of [Insert name] from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include an indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. 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.

XIX. GOVERNING LAW AND ATTORNEY'S FEES

The AGENCY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the AGENCY.

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

XX. 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 and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, 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.

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of AGENCY's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONSULTANT, Exhibit "E" hereto. In the event of conflict, the requirements of AGENCY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: _____
(Signature)

(Typed Name)

(Title)

City of Seaside
A Municipal Corporation

Agency Manager or Governing Body

ATTEST:

Agency Clerk

APPROVED AS TO FORM:
Agency Attorney

By: _____

Attachments:	Exhibit A	Tasks To Be Performed
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal
	Exhibit E	Consultant's Proposal

EXHIBIT A
TASKS TO BE PERFORMED

EXHIBIT B
PAYMENT SCHEDULE

Consultant will bill the City monthly

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of AGENCY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

Note: Verify minimum limit for each coverage with Risk Manager.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.

Workers' compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONSULTANT shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.

Umbrella or excess liability insurance. [Optional depending on limits required].

CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at

least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONSULTANT or AGENCY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, AGENCY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders'

Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

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

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage 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 consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise specifications. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the AGENCY and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. CONSULTANT shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT D
REQUEST FOR PROPOSAL

EXHIBIT E
CONSULTANT'S PROPOSAL

Community Revitalization and Investment Authority

In September of 2015 the Governor signed AB 2 which set up the Community Revitalization and Investment Authority (CRIA). A CRIA is a scaled down version of a Redevelopment Agency focused on areas with high crime, high unemployment, deteriorated infrastructure or deteriorated structures. A CRIA has most of the powers of a Redevelopment Agency, however the CRIA's eligibility is based on measurable indicators of being a disadvantaged community rather than on a finding of "blight."

Eligibility

In order for an area to be eligible for CRIA formation, the 80% area must have median household income less than 80% of the statewide annual median and must meet at least 3 of the four following conditions. Former Military Bases can also form CRIAs:

- Unemployment is at least 3% higher than the statewide median unemployment level
- The crime rate is 5% higher than the statewide median
- The area has deteriorated or inadequate infrastructure (locally determined)
- The area has deteriorated commercial or residential structures.

Powers

A CRIA can do all of the following:

- Fund rehab, repair, upgrade and construction of infrastructure
- Provide low and moderate income housing
- Remedy hazardous waste (the CRIA has Polanco Act authority which forces a property owner to remediate or relinquish the property to the district while remaining a responsible party)
- Provide seismic retrofitting to existing buildings
- Acquire and transfer real property
- Issue bonds
- Borrow money, receive grants and accept financial assistance
- Adopt an investment plan
- Make loans or grants for rehab or retrofitting of existing structures in the area
- Construct structures necessary for air rights
- Provide direct assistance to businesses in the plan area in connection with new or existing industrial or manufacturing facilities
- Compel a property owner to sell at market rate using eminent domain
- Provide "friendly eminent domain" letters to property owners to extend their tax free property exchange period to a year from 90 days

Oversight

The CRIA can be formed by a city, county or city and county jointly or by forming Joint Power's Authority. In the case where a city or county forms a CRIA, the forming agency then appoints a board of at least five members. In the case of a Joint Powers Authority,

at least 3 members of the legislative bodies of the forming entities would be included on the board. In both cases, the boards would consist of at least 3 members of the legislative body and two members of the public that either work or live in the CRIA.

Funding

A CRIA is funded via tax increment financing. When a CRIA is implemented, the property tax base is frozen and the CRIA retains any property taxes in excess of the baseline. However, the taxing entities must agree to participate and divert taxes to the newly formed CRIA. Certain entities, such as school districts, cannot participate in funding a CRIA. The district is required to set aside at least 25% for the purpose of improving and preserving the stock of affordable housing in the area.

Can Seaside Create a CRIA?

Seaside has a substantial amount of land that has been part of the Fort Ord base closure and reuse. This land is automatically eligible and will require significant investment in the near and medium term. The areas of the City that are not subject the Fort Ord base reuse plan may also be included. Initial staff analysis indicates that a number of areas can meet the requirements, and that these areas largely are adjacent to commercial areas that would benefit from rehabilitation or replacement. A further analysis will be required, but it appears that much of the area south of Seaside Highlands will qualify.

The City should work with the County to get some share of the County increment (20-25% depending on the tax area). Initial discussions indicate that as long as there are some shared goals, the County may be open to some sharing.

What Next?

The City will need to hire a consultant familiar with the formation of special districts such as this. The consultant will analyze the area and determine what parts of the City are eligible. The consultant will then develop an initial plan based on the eligible areas, and this plan will be used to garner support with the various taxing entities willing to participate. Once agreement with taxing entities has been achieved, the City will need pass resolutions that call for a protest vote of the property owners. If fewer than half of the property owners protest, the district is formed and the plan adopted. At this point the newly formed agency can issue debt, commence on plan related projects and develop various programs to encourage private investment. Consultants typically charge between \$60,000 and \$80,000 for this work. Once the work begins, it typically takes between 6 and 9 months to form a district.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Robert Jackson, Police Chief

DATE: April 6, 2017

**SUBJECT: APPROVE RESOLUTION TO EXECUTE CONTRACT WITH NEW
VENDOR FOR PARKING ENFORCEMENT MANAGEMENT**

PURPOSE

The purpose of this item is to approval a resolution authorizing the City to enter into a contrac for services with PMB (Parking Management Bureau) to continue services related to parking enforcement.

RECOMMENDATION

It is recommended that the Seaside City Council approve the resolution and authorize the City Manager to execute the proposed service agreement.

BACKGROUND

The Seaside Police Department has been in contract with Duncan Solutions since 2001. Duncan Solutions was our departments provider in services related to parking enforcement, which included; issuing citation books, managing citation appeals, handling fees and dealing with collections all while networking with the Department of Motor Vehicles. This service was a significant resource to our department. Late last year, our department was given notice that Duncan Solutions would cease their services with us April 10, 2017. Duncan will be discontinuing its services to “small agencies” after April 10. Duncan Solutions provides services to much larger police organizations and they informed us due to the size of our organization and volume of parking citations, they could no longer continue services. On average, we issue about 1,500 parking citations annually. In researching other vendors, California State University Monterey Bay (CSUMB) Police Department parking enforcement unit was contacted for recommendations. CSUMB Police Department is one of the only other small agencies on the peninsula that outsources their parking enforcement management as we do.

CSUMB provided us with their provider, PMB (Parking Management Bureau) through the California State University of Stanislaus. In reviewing PMB's services, they offer the exact type of services we are in need of for very reasonable prices. I have attached the proposed PMB agreement as well as the explanation of services for your review. In researching vendors, other companies were looked at, but could not compare to the services and prices PMB offers.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. PMB Agreement
 2. PMB Ticketing Services Proposal
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



PMB Agreement

PREPARED FOR: CITY OF SEASIDE

Quote Expires: April 30, 2017

Parking Management Bureau
One University Circle | Turlock CA, 95382

QUOTE

Exhibit A

Prepared for: City of SEASIDE
440 Harcourt Ave Seaside, CA 93955

DATE: MARCH 17, 2017
INVOICE # 131201

EXPIRATION DATE April 30, 2017

Processing of Parking Citations (Annual Fee)				
QTY	DESCRIPTION	PRICE	DISCOUNT	LINE TOTAL
1	Initial Integration (One Time Set-Up Fee)	\$7,500	\$7,500	\$0
3	Mobile handheld Units (Additional Units \$400)	\$1,050	\$1,050	\$0
3	Wireless Bluetooth Portable Printer (Additional Units \$300)	\$900	\$900	\$0
3	Mobile Data Service (Monthly Data Plan)	\$1,080	0	\$1,080
1	Mobile Application Annual License	\$250	\$0	\$250
1	Data & User Access Annual Subscription	\$1,200	\$0	\$1,200
1	Weather Resistant Thermal Paper Citation Roll (Box of 5,000)	\$750	\$750	\$0
1	Kiosk Computer (One Time Set-Up Fee)	\$1,500	\$1,200	\$300
1	Installation and Training (One Time Set-Up Fee)	\$2,800	\$2,800	\$0
1	Technical Support Call Center	\$1,200	\$1,200	\$0
1	Banking Account Setup (One Time Set-Up Fee)	\$500	\$500	\$0
1	Refunds and NSF's service	\$500	\$500	\$0
~	Report and Design Fee (per hour)	\$125	~	~
~	Electronic Written Citation (per Citation Written)	\$2.00	~	~
~	Electronic Hand Written Citation (per Hand Citation Written)	\$4.00	~	~
Year 1 Total Discount			\$16,400	
Year 1 Total			\$2,830 *	
Year 2 Total			\$2,530 *	
Year 3 Total			\$2,530 *	

* Internet convenience fee, second level violation fee, and third level violation fee are not included in quote, read Service Agreement for detail pricing.
Fees will be deducted from the AGENCY's monthly revenue.
Migration fee not included in this quote. Migration fee may vary depending upon data available by former parking citation processor.

To accept this quotation, sign here and return: _____

Print Name: _____

Date: _____



AGENCY Agreement for Processing of Parking Citations

This AGENCY Agreement for Processing of Parking Citations is made and entered into on May 1, 2017 by and between CITY OF SEASIDE hereinafter called "**AGENCY**", located at 440 Harcourt Ave Seaside, CA 93955, and the California State University, Stanislaus Parking Management Bureau, hereinafter called "**PMB**", a California public educational entity located at One University Circle, Turlock, California and organized and existing under the laws of the State of California.

Recitals

WHEREAS, the Education Code 89036 authorizes trustees to enter into agreements with any public or private agency, officer, person, or institution, corporation, association, or foundation for the performance of acts or for the furnishing of services, facilities, materials, goods, supplies, or equipment by or for the trustees or for the joint performance of an act or function or the joint furnishing of services and facilities by the trustees and the other party to the agreement; and

WHEREAS, the Education Code 89701 authorizes trustees to acquire, pursuant to the Property Acquisition Law (Part 11 (commencing with Section 15850) of Division 3 of Title 2 of the Government Code) or by lease or other means, real property and to construct, operate, and maintain motor vehicle parking facilities and other transportation facilities thereon for state university officers, employees, students, or other persons.; and

WHEREAS, California Vehicle Code Section 40200 allows agencies to issue citations and to contract for the processing of notices of parking violations and notices of delinquent parking violations, and

WHEREAS, AGENCY desires to contract with PMB for parking citation processing services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties do hereby agree as follows:

Service Agreement

This Agreement shall have a term of three (3) years (“Initial Term”) commencing on the date this Agreement is fully executed by authorized officers of PMB and AGENCY. At the expiration of the Initial Term, the AGENCY Agreement shall renew automatically for three (3) additional years (“Extended Term”) unless terminated by either party by written notice to the other party at least ninety (90) days prior to the end of the term anniversary. If the Agreement is terminated at the end of the anniversary term, AGENCY agrees to pay for all parking citations processed by PMB up to the date of termination in accordance with the processing fees in effect during the term of this Agreement.

1) Information

PMB has made every effort to insure that all relevant information received by AGENCY pertaining to requested implementation services has been included in the quotation. Please check this quotation carefully. Our goal is to provide the most accurate information possible.

PMB reserves the right to increase the Processing of Parking Citations Fee by five percent (5%) annually.

PMB e-business pricing represents the basic solution. Additional charges may apply if the work requested does not fit within the basic solution. The credit card processing and payment gateways will be handled by PMB. The AGENCY will provide any requirements and/or information needed to setup the e-business site.

2) Payments & Fees

PMB performs monthly billing via direct ACH debit of AGENCY accounts for services and products offered under this proposal.

The AGENCY’s funds will be received by PMB and deposited into a dedicated account specific to the AGENCY. The AGENCY will not receive interest on this account. PMB will distribute AGENCY funds on a monthly basis consistent with this agreement. The AGENCY will receive an itemized monthly financial statement from PMB.

The AGENCY is required to enroll in the electronic fund transfer (EFT) for parking citation revenue upon commencement of this Agreement. For invoices paid via alternative methods, PMB applies an additional 3% billing service charge.

PMB shall provide an electronic fund transfer to the designated AGENCY’s account on a monthly basis and provide a report of payments and applicable fees.

a) 1st Level

AGENCY shall compensate PMB the rate of two dollars (\$2.00) for each citation issued per month.

b) 2nd Level

AGENCY shall compensate PMB the rate of seven dollars (\$7.00) for each citation paid at this level. When a citation is paid fourteen (14) days after the date of the notice of delinquent parking, the rate agreed upon of the bail, in addition to the initial agreed upon 1st level citation rate, shall be retained by PMB per citation collected.

c) 3rd Level

AGENCY shall compensate PMB the rate of fifteen dollars (\$15.00), plus an additional three (\$3.00) to DMV for each citation paid at this level. When a citation is paid at the DMV hold level the rate agreed upon of the bail, in addition to the initial agreed upon 1st level citation rate, shall be retained by PMB per citation collected.

d) Final Level - Collections

AGENCY shall compensate PMB the rate of thirty-five percent (35%) for each citation paid per month at this level.

e) Handwritten Citation

AGENCY shall compensate PMB the rate of four dollars (\$4.00) for each handwritten citation issued per month.

f) Internet Convenience Fee

The user making a payment for parking citations(s) shall pay the rate of two point seventy-five percent (2.75%) convenience fee for each parking citation transaction processed online.

3) Professional Services

Each party shall designate a Project Manager who shall work together to facilitate an efficient delivery of the project deliverables. The PMB Project Manager will be responsible for project planning, scheduling, and issue/risk resolution.

This quote outlines the deliverables to be completed for the successful project implementation. Anything not addressed in this quote is considered to be out of scope, and therefore not included. Change requests to the Quote must be submitted in writing to the PMB Project Manager.

PMB project methodology includes numerous items that are dependent upon the AGENCY meeting certain obligations. Failure to meet those obligations may result in a delay to the project and/or additional fees.

At the conclusion of each deliverable, the AGENCY's Project Manager will be requested to provide an acceptance signature on the PMB Project Deliverable Acceptance form.

AGENCY may request changes to the planned deliverables. Change request(s) may result in a change to the price, schedule and other terms and conditions contained herein. Any changes, including, but not limited to, changes in the deliverables and dates of delivery, will be initiated through a PMB change request process and will be in writing.

When a project does not stay on the agreed upon schedule because the AGENCY did not meet their deliverables, or if the AGENCY requests a new date after a committed date has been scheduled, the AGENCY will be responsible for: Acceleration of payment for all Professional Services completed to date (i.e., project costs, E-Business, interfaces, etc.) The acceleration of payment amount is presented in Exhibit(s).

4) Maintenance and Support

A toll free phone number is provided for assistance for persons receiving a parking citation.

A toll free number and e-mail is provided for technical support to assist you with your PMB questions. Hardware maintenance and support is provided at no additional cost.

- Toll Free Number: 1-800-700-4417
- Technical Support Email: support@pmbonline.org

5) Subscription Terms Included

Updates to the AGENCY's webpage specific look and feel (three updates per year).

Correction of defects found within the application. This includes defects discovered in standard functionality and custom functionality specific to each AGENCY.

Ability to seamlessly add new solutions to existing AGENCY's solutions (new solutions must be purchased).

6) Integration

Duties of PMB:

- a) Responsible for forwarding outstanding parking citation information to a collections for citations that have been outstanding for at least two calendar years and up to five calendar years. PMB will itemize revenue received on the AGENCY's monthly financial statement.
- b) Data entered from parking citations in the format and within the time required as specified by the Department of Motor Vehicles for registered owner identification.
- c) Meet the statutory time lines for issuing a notice of delinquent parking to the violator for all unpaid citations.

Duties of the AGENCY:

- a) Thoroughly and accurately enter vehicle and violation information into the mobile citation writer. Using PMB issued citation writers with integrated cameras, they shall take a minimum of two pictures and a maximum of six pictures; one picture showing the vehicles license plate and a second picture clearly showing the nature of the violation. Pictures taken will be available to PMB, AGENCY, and the citation recipient online.
- b) Only the parking ticket shall be placed on the violator's vehicle. No other attachments or materials, such as envelopes, informational flyers, etc., will be placed along with the ticket.
- c) AGENCY shall be responsible in uploading all citations containing violator information and pictures to the PMB citation database within twenty-four hours of issuance and at regular intervals throughout enforcement shifts. Failure to do so may affect parking revenue as ticket recipients will not have the ability to pay citation online.
- d) Upon receipt of the Administrative Review, AGENCY shall make a determination within twenty-one (21) days and send a response to the violator. Failure to do so will result in an automatic dismissal of the citation and automatic notification to the violator that the ticket has been dismissed. Valid determinations must include a thorough explanation to the violator as to why the ticket was determined to be valid, per California law. Thorough explanations may reduce the amount of Administrative Hearing requests received.
- e) Handwritten parking citations shall indicate PMB as the processing agency and shall be mailed to PMB within two (2) days of issuance for entry into the PMB database.
- f) Provide an Administrative Hearing Officer to respond to parking violators requesting the second level appeal. The respondent and PMB shall be advised of the Hearing Officers findings in a timely manner.

PMB shall provide the following to the AGENCY:

- a) Accept and process AGENCY parking citations in accordance with the laws of the State of California and the AGENCY designated County.
- b) A method for receiving and controlling copies of citations issued by the AGENCY.
- c) A method for processing, collecting, and controlling fines and fees paid at any stage of the citation process, including, but not limited to, accounting and auditing procedures.
- d) Process citation refunds when requested by the violator for overpayments or paid/dismissed citations. PMB shall process non-sufficient funds returned checks.

AGENCY shall provide the following to PMB:

- a) Establish an electronic citation writing program utilizing only the equipment and supplies provided by PMB upon the effective date of this Agreement.
- b) Establish a three-tiered parking citation fee structure for each type of violation.
 - I. First Level - An initial violation fee
 - II. Second Level - A delinquent fee
 - III. Third Level - A second delinquent fee for when the citations vehicle is placed on a registration hold with the Department of Motor Vehicles. The second and third level may be the same if desired.
- c) Establish a list of enforcement locations (parking lot locations).
- d) Establish a list of enforcement officers that will be utilizing the PMB mobile device.
 - I. Full Name
 - II. Call Sign Number/Badge Number (must be unique)
- e) Establish a list of violation names and codes.
 - I. Violation Code
 - II. Violation Name
- f) Establish a minimum of two hearing officers responsible for administering first level disputes.
- g) Establish a hearing officer responsible for administering second level disputes.
- h) Provide a file containing the AGENCIES preferred artwork/design, which will be printed in the AGENCIES customized ticket rolls.
- i) Provide a list of users who will be accessing the parking citation database.
- j) Provide information needed for county remittance
- k) Provide DMV requester code. If the AGENCY does not have a requestor DMV requestor code, it is the responsibility of the AGENCY to apply for one. The AGENCY is not allowed to process parking ticket using the PMB equipment without a DMV requestor code.
- l) Provide a list of users who will be accessing the parking citations database.

7) Software

During the term of this Agreement, PMB grants to the AGENCY a non-exclusive right to access the PMB Online Software for its Authorized Users. PMB grants the Subscription for the Authorized Purposes and no other purposes. PMB has the right to monitor the database for safety and security of the systems. The AGENCY may add Authorized Users by notifying in writing the PMB Lead Administrator. AGENCY shall be responsible for retrieving of statistical reports which can be generated from the PMB software databases.

AGENCY shall be responsible for applicable monthly data plan fees associated with each handheld device used. Current rates per the quotation are subject to change at any time based on the data provider. PMB will notify the AGENCY of any rate increases as they occur. PMB will pay upfront for the data plans and recoup the charges by deducting the amount from the monthly financial statement.

PMB shall provide software maintenance/updates on all equipment provided by PMB. Except where required by law to disclose information related under this agreement, each party acknowledges that all information and trade secrets relating to any of the other party's products and the services hereunder, including, without limitation, pricing, software, business and cost savings measures, is the confidential and proprietary information of such other party ("Confidential Information"). Except as required by law, neither party shall disclose any Confidential Information of the other party to any third party or use it for its own benefit or the benefit of a third party, and each party shall take all commercially reasonable measures to protect the confidentiality of Confidential Information of the other party and prevent its disclosure to others.

AGENCY shall not:

- a) Reverse engineer, decompile, or otherwise attempt to gain access to the source code for the software used to operate the PMB software and services or handheld citation writers, or create derivative works based on PMB software,
- b) Copy, frame or mirror any feature, function, part, graphic or content of PMB software, or
- c) Access PMB software in order to build a competitive product or service.

8) Equipment

PMB will assess and determine how many citation writers and printers are necessary to maintain parking enforcement operations for the AGENCY. This assessment is based on tickets issued annually and the amount of enforcement staff for the AGENCY. PMB will provide and maintain the following equipment necessary for the implementation and administration of the parking enforcement program for AGENCY at no cost.

- a) Programmed citation writers
- b) Handheld citation printers
- c) Weather proof citation rolls
- d) Kiosk for public access/use to pay or dispute parking violations online (optional)

This equipment will remain the property of the PMB. PMB shall not be responsible for the replacement of equipment lost or damaged by the AGENCY due to abuse, neglect or use during inclement weather.

Additional citation writers, printers and/or accessories may be requested by AGENCY for additional costs. If such requests are outside the scope of the amount determined by PMB's assessment, AGENCY has the option to purchase additional citation writers, printers and accessories from PMB. The price for the additional purchase shall be reflected in a separate quotation. The additional equipment, if purchased by AGENCY, shall be the property of AGENCY.

If loss or damage to PMB equipment occur, the AGENCY should notify PMB of the incident immediately. If any of the PMB equipment is damage or lost by the AGENCY, PMB may charge for the repair or replacement of the item. The severity of damage and associated fees will be determined by PMB.

9) Hardware

AGENCY shall be responsible for the proper care, use, storage, and safeguarding of equipment that is the property of PMB. PMB will provide AGENCY the equipment guidelines and specifications for maintenance care. Malfunctions shall be immediately reported to PMB. PMB shall not be responsible for the replacement of equipment lost or damaged by the AGENCY due to abuse, neglect or use during inclement weather.

10) Password and Security

PMB will control the issuance of passwords and user IDs for the use of the application by AGENCY's Authorized Users. AGENCY shall be responsible for the confidentiality of all passwords. AGENCY acknowledges that it will be responsible for all liabilities incurred through use of any password assigned to AGENCY, and that any transactions under AGENCY's password will be deemed to have been performed by AGENCY.

11) Hosting Services & Performance

PMB will provide AGENCY access to the web-based application via the Hosting Services and Hosting System. AGENCY may access the application online from any device connected to any online service provider. PMB shall undertake reasonable efforts to provide AGENCY with consistent service in a shared hardware environment.

- a) Sufficient to access the application on PMB Server through the Internet twenty-four (24) hours per day, seven (7) days per week, except for internet interruptions, outages, and routine maintenance performed pursuant to notice to AGENCY. PMB shall monitor its Application Server and undertake reasonable efforts to restore promptly all failures of service, excluding failures not caused by PMB, at no additional charge to AGENCY.

PMB shall provide a web site for the online payment of parking violations. The PMB web site shall provide Administrative Review information and resources for contesting parking violations.

Although PMB will take reasonable steps to provide error-free, continuous hosting services, PMB does not represent, warrant, or guarantee that the hosting services will be interrupted or error-free. As a result, the hosting services are provided “As Is” without warranty of any kind.

PMB shall maintain any and all documents and records demonstrating or relating to PMB's performance of services pursuant to this Agreement. PMB shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to AGENCY pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures. Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, within fourteen (14) business days of request upon written request by the AGENCY or its designated representative. Copies of such documents or records shall be provided directly to the AGENCY for inspection, audit and copying when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available to PMB's address indicated for receipt of notices in this Agreement.

12) Training

PMB shall provide equipment and training to administer and support AGENCY parking citation enforcement program.

PMB shall provide initial training to access the parking program for citation and the retrieval of reports as required by the AGENCY.

AGENCY shall pay all fees and expenses associated with PMB'S travel, lodging, meals, and other incidental expenses related to on-site visits for training and other requested visits as requested by AGENCY. All travel shall be coach economy. Lodging and meals must be within guidelines agreed upon by PMB and AGENCY. Expenses over twenty-five (\$25.00) shall be supported by documentation.

Travel cost shall be deducted from the monthly revenue statement.

13) Authorized Purposes

Authorized individuals are allowed access to the PMB data system for purposes of updates, modifications, and view customer record information. Authorized individuals are not allowed to perform any changes to the PMB data system that can cause damage to the system or changes that are not authorized by PMB.

Terms & Conditions

Independent Status

AGENCY and its employees in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of PMB. While AGENCY may be required by this agreement to carry Worker's Compensation Insurance, in no event shall AGENCY and its employees and agents be entitled to unemployment or workers' compensation benefits from PMB.

Governing Law

To the extent not inconsistent with applicable federal law, this Agreement shall be construed in accordance with and governed by the laws of the State of California.

Waiver of Rights

Any action or inaction by PMB or the failure of PMB on any occasion to enforce any right or provision of this Agreement shall not be a waiver by PMB of its rights hereunder and shall not prevent PMB from enforcing such provision or right on any future occasion. PMB's rights and remedies provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

Time

Time is of the essence in the performance of this Agreement.

Use of Data

AGENCY shall not utilize any non-public PMB information it may receive by reason of this Agreement, for pecuniary gain not contemplated by this Agreement, regardless of whether AGENCY is or is not under Agreement at the time such gain is realized. PMB specific information contained in the report, survey, or other product developed by PMB pursuant to this Agreement is the property of PMB, and shall not be used in any manner by AGENCY unless authorized in writing by PMB.

Nondiscrimination

During the performance of this Agreement, AGENCY shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave. AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

AGENCY shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

Indemnification

PMB shall indemnify, defend, and hold harmless the AGENCY and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of PMB, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the AGENCY.

AGENCY shall indemnify, defend, and hold harmless PMB, the State of California, the Trustees of the California State University, the Chancellor, California State University, Stanislaus and their employees, officers, directors, volunteers and agents of each of them from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of AGENCY, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of PMB.

Insurance

The insurance furnished by PMB and AGENCY under this Agreement shall provide coverage in amounts not less than the following, unless a different amount is stated.

- a) Comprehensive or Commercial Form General Liability Insurance--Limits of Liability
\$2,000,000 General Aggregate
\$1,000,000 Each Occurrence--combined single limit for bodily injury and property damage.
- b) Business Automobile Liability Insurance-Limits of Liability
\$1,000,000 Each Accident-- combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.
- c) Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.

Assignments

AGENCY shall not assign this Agreement, either in whole or in part, without the express written consent of PMB. PMB may assign this agreement either in whole or part, without the express written consent of AGENCY.

Notices

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by email or certified mail; postage prepaid and return requested, addresses as follows:

PMB:	PARKING MANAGEMENT BUREAU (PMB)	AGENCY:	CITY OF SEASIDE
	One University Circle		440 Harcourt Avenue
	Turlock, CA 95382		Seaside, CA 93955

Notice shall be deemed effective on the date personally delivered or transmitted by email or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Examination and Audit

For Agreement in excess of \$10,000, AGENCY shall be subject to the examination and audit by

- d) the Office of the University Auditor, and
- e) the Bureau of State Audits, for a period of three (3) years after final payment under the Agreement. The examination and audit shall be confined to those matters connected with the performance of the

agreement, including, but not limited to, the costs of administering the Agreement. Note: Authority Cited: Government Code Section 8546.7; Education Code Section 89045(c&d), respectively.

Compliance with NLRB Orders

AGENCY declares under penalty of perjury under the laws of the State of California that no more than one final, unappeasable finding of contempt of court by a federal court has been issued against AGENCY within the immediately preceding two-year period because of AGENCY's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board. Note: Cite Authority: PCC 10296.

Americans With Disabilities Act (ADA)

AGENCY warrants that it complies with California and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). AGENCY hereby warrants the products or services it will provide under this Agreement comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. AGENCY agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. AGENCY further agrees to indemnify and hold harmless PMB from any claims arising out of AGENCY's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Agreement.

Drug-Free Workplace Certification

AGENCY certifies that AGENCY shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations
- b) Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - I. the dangers of drug abuse in the workplace;
 - II. the person's or organization's policy of maintaining a drug-free workplace;
 - III. any available counseling, rehabilitation and employee assistance programs; and,
 - IV. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed or resulting Agreement :
 - I. will receive a copy of the company's drug-free policy statement; and,
 - II. will agree to abide by the terms of the company's statement as a condition of employment on the Agreement. Note: Authority Cited: Government Code Section 8350-8357

Entire Agreement

This Agreement represents the entire, complete, final and exclusive expression of the parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between PMB and AGENCY prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which is not embodied herein, shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Forced, Convict, Indentured and Child Labor

By accepting an agreement with PMB, AGENCY:

- a) certifies that no equipment, materials, or supplies furnished to PMB pursuant to this Agreement have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under

penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. AGENCY further certifies it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at <http://www.dir.ca.gov/>, and Public Agreement Code Section 6108.

- b) agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine AGENCY's compliance with the requirements under paragraph (A).

Expatriate Corporations

AGENCY declares and certifies that it is not an expatriate corporation, and is not precluded from contracting with PMB by The California Taxpayer and Shareholder Protection Act of 2003, Public Agreement Code Section 10286, et seq.



EXCEPT AS AMENDED herein, all other terms and conditions of AGENCY Agreement for Processing of Parking Citations referred to shall remain unchanged, in full force and effect.

PARKING MANAGEMENT BUREAU (PMB)

CITY OF SEASIDE

Andy Roy, Chief
University Police Department

Date

City of Seaside

Date

Vice President, Business & Finance

Date

City of Seaside

Date

Scope of Work

This Scope of Work (SOW) outlines the high-level solution, deliverables and estimated costs required to maintain an enterprise wide solution for Parking Management Bureau. This SOW is subject to the terms and conditions of the AGENCY Agreement. Throughout this document, Parking Management Bureau will be referred to as “PMB” and CITY OF SEASIDE as “AGENCY”.

1.1) Overview

The overall goal in maintaining products and utilizing PMB services is to design and implement an effective solution to support specific business needs and to maximize organizational goals. The primary outcome of implementing this SOW is a working solution that supports the achievement of the organization’s critical success criteria, which are stated below.

The project objective is for the AGENCY and PMB to collaborate in integrating the AGENCY’s parking records and operations within the **PMB parking web services database**. The purpose is to work with AGENCY’s project team to successfully assess and improve the AGENCY’s parking services operations.

1.2) Solution Overview

The PMB parking services is a menu of comprehensive services, which are outlined further in the section. The following table describes the tasks that PMB can perform as part of this engagement. The AGENCY will receive three (3) months, or up to thirty (30) hours of resource availability per month, for a total of ninety (90) hours for the full scope of work, to allocate to any of the **integration** tasks listed in the matrix below. Unused monthly hours will not rollover to the following month.

Deliverable Area	
Task	Description
Parking Citation Processing Services	• Dedicated Client Point of Contact • Database configuration and management

2) Phases and Deliverables

PMB follows the Project Management Methodology to implement its solutions. Phases include Initiating, Planning, Executing, Monitoring, Monitoring & Controlling and Closing. Within the Executing phase, activities are further categorized into sub-phases of Design & Build, Test and Deliver & Stabilize.

2.1) Responsibility Matrix

A responsibility assignment matrix, (also known as RACI matrix) describes the Deliverables and each party’s respective role relating to each Deliverable. Deliverables are those items specifically identified as a “Deliverable” in this SOW. The table below provides an overview of categories of responsibility.

Category	Description
Responsible (R)	The party who does the work to achieve the Deliverable. One party is assigned as the responsible party, although other parties are delegated to assist as required.
Accountable (A)	The party ultimately answerable for the correct and thorough completion of the Deliverable. An accountable party must sign off (approve) on work that the responsible party provides. One accountable party is assigned for each Deliverable.
Consulted (C)	The party who is consulted before a decision or action is taken. Consulted parties are not expected to produce the Deliverable, but instead will provide general advice concerning the Deliverable.
Informed (I)	Those parties who are kept up-to-date on progress, often only on completion of the Deliverable.

2.2) **Deliverables**

Deliverable	Description	Phase	AGENCY	PMB
Project Management Controls	The following artifacts will be used to monitor, control and communicate project progress - Kick off email - Meeting Agendas - Status Reports	Monitoring & Controlling	A, C	R

2.3) **Deliverable Acceptance Procedures**

Deliverable acceptance procedures apply only to Deliverables for which PMB has been designated as the “R” party. The provisions of the Agreement are supplemented by the Deliverable acceptance provision below.

- PMB will make available Deliverable to AGENCY for review and acceptance
- AGENCY will provide an adequate number of resources to review Deliverable to confirm conformity in all material respects based upon mutually agreed requirements and specifications developed during this Project.
- AGENCY will provide written notice of acceptance or rejection within ten (10) business days of notification of delivery. Deliverables which are not rejected by AGENCY within above time period shall be deemed accepted.

3) **Assumption & AGENCY Responsibilities**

The performance of Services, timing, resources and fees associated with this SOW are based on the assumption and AGENCY’s responsibilities set forth below. Should any of these assumptions not be fully realized or should the AGENCY fail to timely perform its responsibilities below and elsewhere in the this SOW, a Change Order shall be required resulting in adjustments of the fees, expenses, and schedule associated with this SOW.

3.1) **General & Responsibilities**

- AGENCY shall provide resources to fulfill the following core roles:
 - Project Manager, who will work with the PMB Project Manager to coordinate meeting resources, assist with Project planning, help resolve issues/manage risk, provide feedback for initiative prioritization, assist with roadmap production and ensure that appropriate management approvals are obtained in a timely manner.
 - Business and Technical Subject Matter Experts as needed to attend various sessions to provide knowledge and insight into the data, processes and tool for each activity being investigated. Additionally, the AGENCY will be available to provide follow-up materials and answer questions after sessions have concluded, and provide feedback on associated Deliverables.

- AGENCY will provide PMB with the information needed to configure database and associated modules for the integrated services agreed upon.
- AGENCY shall provide PMB with a timely and complete access to, and ensure the availability of, all the AGENCIES personnel data, documentation, information, standards, systems and other resources that may be reasonably necessary for PMB to perform the Services.
- AGENCY will cooperate with PMB in taking actions and executing documents, as appropriate, to achieve the objectives of this SOW. AGENCY agrees that PMB performance is dependent on AGENCY's timely and effective cooperation with PMB. Accordingly, AGENCY acknowledges that any delay by the AGENCY may result in PMB being released from an obligation or scheduled deadline or in the AGENCY having to pay additional fees for PMB's agreement to meet a specific obligation or deadline despite the delay.
- AGENCY acknowledges and agrees to provide PMB with prompt and adequate responses to its requests for information and other requests for information and other requests related to the Services to be performed under this SOW. In the event that PMB has made a request related and the AGENCY has not responded promptly with the requested information, PMB may issue a "Final 30-Day Project Notice" ("Final Notice") to the AGENCY. If the AGENCY does not respond as requested to the Final Notice, the AGENCY agrees that PMB shall be relieved of any further obligations which have not been completed under the SOW and the AGENCY shall remain liable for payment of all Services fees as set forth herein. Any and all services requested by the AGENCY following the expiration of the aforementioned thirty (30) day period will require the AGENCY and PMB to execute a new SOW and the AGENCY shall be responsible for any additional Services fees contemplated there under, even if listed in the original SOW.
- AGENCY is responsible for the completeness and correctness of all documentation presented to PMB, and shall verify the accuracy of completeness of the information provided.
- AGENCY shall ensure the accuracy of all data presented to PMB.
- While PMB may provide limited support for data testing as specified in the Deliverables section, the AGENCY remains responsible for data testing, data cleanup, data setup, the resolution of source data or third party data integrity defects.
- AGENCY shall provide appropriate infrastructure to support the solution and will be responsible to purchase any required hardware or software.
- AGENCY shall work with applicable vendor(s) for the resolution of defects in all third-party software and to resolve defects in the AGENCY's legacy applications.
- AGENCY's business leaders will be responsible for timely decision making, critical issue resolution, and efforts to promote this Project internally as defined by project governance.
- AGENCY will notify the appropriate vendors and make the necessary arrangements for PMB to conduct interviews to gather details about the vendor's processes.
- PMB is not responsible for any modification or other change made to any Deliverable by AGENCY or third-party.
- AGENCY will be responsible for obtaining all necessary license and use rights for any such items that will be utilized by PMB in connection with the Project and to provide PMB legal access thereto.
- Completion of Deliverables assumes AGENCY (e.g., business leaders, team members, IT resources, business Subject Matter Experts (SME), etc.) are available to support activities such as workshops, meetings, document review sessions, etc. If Business SMEs cannot provide adequate time, the Deliverable schedule and activities are subject to change.
- AGENCY will provide the necessary business/IT experts and decision makers to attend and support the work sessions. PMB will assist the AGENCY with identification of the necessary participants.
- AGENCY shall submit files using Secure FTP (File Transfer Protocol). If data cannot be supplied in the requested format, the AGENCY and PMB will discuss options and additional fees may apply.

4) Change Orders

PMB shall perform the services specified in this SOW. Any other services or changes identified by the parties require a duly executed Change Order documenting the change in Statement of Work, additional (or exchanged) services to be delivered and resources required, any changes to the project plan and/or deliverable dates (if applicable), and additional estimated fees (if applicable).

Both parties must properly execute the change order before any resources will be assigned or any additional/changed services will be performed. Any properly executed Change Order is subject to the terms of the Services Agreement and this SOW.

4.1) Expiration of Services

If, (i) within one year of execution of the SOW, the AGENCY has not scheduled any work to be performed, or (ii) the AGENCY has scheduled work to be performed, but due to the unavailability of the AGENCY such work has not commenced within six (6) months of being scheduled, the SOW will be deemed to be terminated by the AGENCY and any fees paid in connection with this SOW shall be retained by PMB and applied towards a cancellation fee. Prepaid services not scheduled within eighteen (18) months shall be deemed expired and any fees paid in connection with this service shall be retained by PMB.

4.2) Cancellation Policy

In the event services are scheduled pursuant to this SOW and the AGENCY cancels or postpones with less than ten (10) business days' notice, the AGENCY shall pay for the committed hours at the applicable rates plus any out of pocket expenses incurred.

Explanation of Services



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Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All data submitted to the City of Seaside is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Parking Management Bureau. The recipient of this document agrees to inform present and future employees of the City of Seaside who view or have access to its content of its confidential nature.

The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such matters are generally known to, and are available for use by the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Parking Management Bureau's express written consent.

Parking Management Bureau retains all title, ownership and intellectual property rights to the material and trademark contained herein, including all supporting documentation, files, marketing material, and multimedia.

BY ACCEPTANCE OF THIS DOCUMENT, THE RECIPIENT AGREES TO BE BOUND BY THE
AFOREMENTIONED STATEMENT.

Company Summary

Parking Management Bureau (PMB) is operated by the California State University, Stanislaus Police Department. We have extended our knowledge, resources and services to our clients, allowing them to focus their staff and resources on more important things.

Our strongest asset as a citation processor is that we use our own product. Our campus, CSU Stanislaus, utilizes PMB equipment and software to enforce parking every day. Therefore, we have a vested interest in ensuring our system is dependable and efficient for both ourselves and our clients. We know what it takes to run a parking program and have tailored our database and services to meet the specific needs of a college or municipal parking environment.

New system features are developed to enhance parking enforcement operations associated with higher education campuses and municipalities and are developed and tested on-site for quality assurance. Because we utilize our own equipment, if there is ever an issue, it's likely that we have already detected it and are working to resolve it. PMB is always researching the possibility of expanding our services. Upcoming developments include pay by phone options and License Plate Recognition (LPR) to enhance enforcement activities.

PMB employs professional and courteous staff that combine a broad range of experience and working knowledge of parking and education laws associated with municipalities and California college campuses. Clients and ticket recipients alike can expect prompt and professional responses from a dedicated support staff available by phone and email during business hours. Effective communication is a top priority at PMB. Our call-center staff knows that ticket recipients have had a bad day and that the best information is useful only if it is presented clearly in terms that the audience can understand. We take pride in our ability to "translate" complex parking rules into concepts that ticket recipients can easily identify with and understand. Our methods, paired with our working knowledge have led to successful resolutions with callers who hang up feeling like they have been heard. For example, we handled an initially irate caller who in the end gave our staff a sincere thank you. The comments from

the ticket recipient indicated we successfully described the complicated situation in such a way that people not familiar with parking rules easily understood.

PMB provides clients with parking enforcement equipment, database access, a call-center and more. We have a simple per-ticket fee structure that allows clients to keep the majority of their much needed parking revenue. We provide clients with a monthly revenue report with PMB fees deducted directly from violator payments via Electronic Fund Transfer (EFT). As a result, our clients are never billed; they never have to write us a single check.

Our proposal shows what makes PMB uniquely qualified to support citation processing for the City of Seaside. We have experience with enforcing parking on a variety of platforms, a user-friendly and reliable system, a great working relationship and interface with the Department of Motor Vehicles (DMV), and experience working with state agencies. Our size allows us to provide our clients with superior service and quality. Our association with the California State University, Stanislaus Police Department provides access to a depth of resources and knowledge that cannot be matched by processing businesses who focus solely on private gain.

PMB is a unique public enterprise: a public higher education group. We are not a private company with an increasing bottom line or significant overhead. We do this not for private gain, but for public good.

Parking Citation Processing Services

A. Parking Enforcement

- i. Mobile Handheld Device
 - a. PMB enforcement officers use an Android handheld device. The device has a large, bright, high-definition display that is easy to use during night or day. The bright flash and camera fire up instantly when needed. This comes in handy for the officers writing citations at night. On our handheld device there isn't a stutter to be found when cruising through the screens. The display lights up immediately, and jumping in and out of a screen is seamlessly fast. In addition to a sleek and beautiful design, the device also comes with a large battery that provides enough power for a full day on the job and an ergonomic design that will fit comfortably in your hands all day. Plus, it also comes with the best coverage and reliability network data available, Verizon Wireless. Verizon Wireless is the most reliable network in the United States and with the power of its 4G LTE, you can upload the photos and ticket information in seconds. PMB provides the latest Android device to the client, as well as a free protective cover for each device.
 - b. The device is lightweight, easy to use, and offers many useful features such as:
 - i. FULL HD color touch screen
 - ii. Camera with Quick Capture and Flash
 - iii. Integrated audio recorder
 - iv. Fast and accurate smart keyboard that learns your writing style
 - v. Type or swipe on the keyboard
 - vi. Verizon Wireless 4G LTE
 - vii. Flashlight
 - viii. Android OS

ii. Wireless Portable Printer

- a. PMB enforcement officers use a lightweight wireless printer. The printer is simple to use and operate with a durable strong plastic case able to take on occasional knocks, making it the ideal printer for officers writing citations. The printer also comes with a high capacity battery, providing the officer with more than a full day of printing. PMB includes the printer for free to the client, including an **unlimited** supply of paper rolls.
- b. The printer is compact and robust, easy to use, and offers many useful features such as:
 - i. High Speed and low noise emission of line thermal printing
 - ii. Long-life printing head with high reliability
 - iii. Easy paper-handling, paper-drop-in style
 - iv. Lithium-ion rechargeable battery
 - v. LED lights to indicate battery status
 - vi. Built-in Bluetooth functions

iii. Weather Resistant Thermal Paper Rolls

- a. Weather resistant thermal paper is the ideal synthetic paper for writing citations because of its combination of extraordinary durability and exceptional print quality. The paper is durable and tear resistant with unmatched abrasion resistance. Because it is a waterproof paper, there is no edge-ply separation. In addition to its durability, the paper is soft and flexible. It has a slight reflective glaze under direct light which enhances its presentation value.
- b. The citations are printed on thermal paper with each roll containing 100 citations. The logo and client name that appear at the top of each citation/warning are customizable based on your needs. PMB can place any image of your choice to represent your organization at the top of each citation. Clients can provide additional parking information to violators on the reverse side of all citations. Locations, violation code, violation description, fine amounts, and officer numbers are programmed within our system during account set-up and appear on mobile device.

iv. Citation Writing Application – “CiteBook”

- a. The PMB “CiteBook” app is an all-in-one citation issuance app that gives real-time information to the parking officer. It is an easy to use app that is available to our clients for free. The CiteBook app allows the officer to issue citations, track repeat offenders, and chalk tires electronically. CiteBook allows the officer to print the citations through the integrated wireless printer. The CiteBook app automatically synchronizes with the “Do Not Cite List.” Authorized staff may add a full parking lot or a vehicle (by license plate) to the system so an officer writing citations in the field is notified not to give a ticket to a vehicle or in a parking lot. If an attempt is made to write a citation to a vehicle on the list or in the parking lot on the list, a message appears on the mobile device screen.
- b. Clients can also provide PMB with a list of predefined comments that will appear while issuing a citation. The CiteBook includes a quick one-touch photo, where the officer can click anywhere on the screen to snap the photo when launching the camera app. The CiteBook comes with many more user friendly options that can help an officer issue a citation in less than 60 seconds.

v. Citations & Warnings

- a. Every citation and warning notification issued is tracked in our data center which is centralized and accessible over the web from any computer at any time. The moment the officer prints the citation or the warning, the information and photos get uploaded instantly, without user interaction, to our database. The violator receiving a citation can pay or dispute immediately after their citation was issued to them.

- b. The following is a sample printout of a citation and a warning notification.



Agency Name
and Logo
Go Here
Police Department

**** Parking ****
Violation

Ticket #: 118000125

LIC: 1ABC432 CA
VIN: 1234
VEHICLE: Ford 5/2014
COLOR: Red
CODE: PTO-6
LOCATION: Lot 1
VIOLATION:
EXPIRED METER

FINE: **\$20.00**

COMMENTS: METER #9, CAR
PARKED 15MIN. AFTER TIME
EXPIRED.
OFFICER: 99
DATE: 07/8/2015 TIME: 3:45 PM

Pay or dispute within 21 days

www.pmbonline.org



To pay go to
www.pmbonline.org
or mail payment to
Parking Management Bureau
One University Circle
Turlock, CA 95382

To dispute go to
www.pmbonline.org
The initial dispute is required to be
submitted online

Failure to pay or dispute within 21
days from the date of issuance will
result in an increased fine and loss
of your option to dispute the
citation. DMV will place a hold on
the vehicle registration.

Per CVC 22651 repeated violations
may result in the impounding of the
vehicle.

Per CVC 40248 reminder notices
are mailed to the registered owner
on file with DMV.

REV 7.15



**** WARNING ****
ONLY

LIC: 1ABC234 CA
VIN: 1234
VEHICLE: Mercedes 8/2014
COLOR: Blue
CODE: PTO-1
LOCATION: Lot 5

VIOLATION:
PARKED IN POSTER RESERVED

COMMENTS: NEXT TIME YOU WILL
GET A TICKET IF YOU PARK HERE
AGAIN.

OFFICER: 99
DATE: 07/8/2015
TIME: 2:34 PM
TRACKING #: 118000124

THIS IS A WARNING NOT A VIOLATION

c.

Citation Front Side

Backside

Warning Front Side

vi. Handwritten Parking Citations

- a. The client has the option to issue handwritten citations at any time. The client is responsible for its own paper citation books and needs to include PMB as the processing agency. The handwritten citations are then sent to PMB within five working days after issuance. Handwritten citations are entered into the parking database daily. Once the citations are in the parking system, the customers are able to pay or dispute the citations. The citation will follow the same process as citations written with a mobile handheld unit.

B. Citation Management

i. Client Access

a. Security and Maintenance

With our web-based software you don't have to worry about anything technical. We handle all the security, the upgrades, and "IT guy" stuff. You can stay focused on what you're good at and we'll handle the rest. With traditional software, your employees save data on their laptops, USB drives, or portable hard drives. That isn't as safe as it sounds. Laptops are stolen, computers are rarely backed up properly, and it's unlikely everyone's machines are current with the latest security patches and updates. When you use our web-based software, your data is stored on secure, always-updated, backed up daily enterprise-class servers in a state-of-the-art, highly-secure data center that is compliant with the CSU systemwide requirements. We use our products every day. We store all our own parking citations on the same servers that our customers use. We trust our entire enterprise to our products and security policies. You can feel comfortable that we're walking the walk with you.

- b. A key advantage to web-based software is that all your data is centralized and accessible over the web from any computer at any time. There's no need to worry about leaving something on the wrong computer since everything is stored in one place on the web. With our software there's nothing to download or install, just log in with the web-browser you already have (Internet Explorer, Chrome, Firefox, or Safari). Our software works on any platform with a web browser and internet connection. Mac, Windows, Linux are all supported. Clients log in to our web-based software and have immediate access to our complete parking management system.

ii. Software Overview

With our advanced ticket search window, clients can search for a ticket by ticket number, registered owner name and address, email address (if an initial dispute was submitted), date issued, license plate, vehicle identification number (VIN), or search for multiple tickets by current status. All citations matching the search parameters will appear on a list. To view a specific citation, simply click on the citation number.

iii. Do Not Cite List

- a. Created to meet the specific needs of our higher education partners, PMB's "Do Not Cite List" makes it possible for enforcement staff to access guest vehicle information in the field. Office staff with security access simply enter the start and end date, requesting department, requester name, location, make, model and color of the guest's vehicle, the information is then added to the "Do Not Cite List." In addition to accessing this list from the field, if a "cleared" license plate is entered into the handheld while writing a citation, a message will appear on the handheld screen, notifying the citation writer the vehicle is on the "Do Not Cite List." If desired, the search fields allow our clients to examine data entered for previous dates, departments, license plates, etc. In addition, the client has also the ability to enter a full parking lot into the "Do Not Cite List."

iv. Customer Access

a. System Overview

With our state of the art system, customers can access our website in real time, online at www.pmbonline.org to view the current status of a citation and time-stamped photos taken by the officer. Clients do not have to worry about being contacted by the customer who received the citation, PMB takes care of resolving and processing the citation for the client. Clients only need to refer the violator to the PMB website so they can view their citation information and call us if they need further assistance. PMB will

always handle all the customers for our clients, and as a result, your staff will have extra time to focus and work on more important duties.

v. Courtesy Notice

In accordance with the CVC 40248, PMB mails a parking violation notice to the registered owner of the vehicle within 15 calendar days of the date of the violation at no cost to the client. No postage fees or letter fees are incurred by the client no matter how many courtesy notices are mailed out. Our system retrieves registered owner information for each license plate associated with a citation via our virtual private network (VPN) connection with the Department of Motor Vehicles. If a citation is not resolved within the first 7-10 days, our system automatically generates a courtesy notice. PMB takes care of every step needed to notify the registered owner of the vehicle. The client does not get involved in any way, this will save you time to focus on more important matters in your department.

vi. Citation Payments

Customers can search for their citation online at www.pmbonline.org using their citation number or license plate. Customers may pay for their citation using a Visa, MasterCard, American Express or Discover card. The citation payment system works in real-time, when the citation is paid it is immediately updated in the database. Customers may also mail check payments to PMB and mailed-in payments are processed daily. PMB will always process the customers' payment and as a result your department won't need to worry about handling cash, check, or credit card transactions.

vii. Citation Appeals

a. Initial Dispute

All initial disputes are processed electronically and are handled by PMB from start to finish. To submit an initial dispute, also called an Administrative Review, customers visit

our site at www.pmbonline.org. On our website, customers can search by citation number or license plate. In accordance with CVC 40215(a), the person who received a citation can dispute the citation within 21 calendar days from the issuance of the citation or 14 calendar days from the mailing of our courtesy/delinquent notice. The customer also has access to view all the pictures associated with the citation at any time, up to five years from the original citation date. PMB has noticed that customers often decide to pay for their citation as opposed to submitting a dispute after viewing their citation pictures.

Parking Violation Lookup										
Search Field										
Parking Management Bureau Online Payment Parking Violation Lookup Enter the ticket number located on your parking violation or the license plate of the vehicle and click Search. Enter your license plate to view all outstanding citations. Ticket Number or License Plate: 110304710 Clear Search										
Search Results										
Ticket Status	Ticket # ▼	Violation	Ticket Date	Vehicle Make	License #	State	Amount Due	Agency	Location	
Ticket Entered	110304710	NO PARKING PERMIT DISPLAYED	3/18/2015 3:06:47 PM	CHEVROLET	7AZU029	CA	\$20.00	CSU Stanislaus	LOT 5 F/S	Pay Now Dispute View Pictures

b. Initial Review

The adjudicator will access the PMB web-based system via our website at www.pmbonline.org. The adjudicator will have access to a list of all citations awaiting to be reviewed. To begin reviewing a citation, simply click on the citation number from the list. The adjudicator can review the appeal statement, pictures associated with the citation, any prior Administrative Reviews, and make a determination all in one place.

c. Second Dispute - Administrative Hearing

To submit a second dispute, what's called an Administrative Hearing, customers will return to our website at www.pmbonline.org. With just two clicks, customers can access the Administrative Hearing request form. Customers print, sign, and mail their hearing request and deposit to PMB. No postage fees are incurred by our clients.

d. Third Dispute - Court Hearing

Customers who wish to pursue a third level dispute are responsible for filing a dispute with the court in the county in which the parking citation was issued.

viii. Reporting

PMB offers several pre-formulated reports and if needed, upon request, we can customize and create new reports if the available reports do not meet the needs of the client. PMB staff will work with the client to develop a satisfactory report at no additional cost to the client. At PMB, we strive to maintain positive relationships with our clients and we make every effort to give our clients all the tools needed to succeed.

Additional Parking Citation Processing Services

A. Collections

PMB has partnered with Williams & Fudge (www.wfcorp.com) collection agency in order to provide our clients with a successful unresolved parking citation collection program. Our partnership has been carefully designed to achieve a successful collection of unresolved parking citations without risking the reputation of the client. In the Collections process there is no extra work or responsibility given to the client. PMB and Williams & Fudge take care of the complete Collections process from start to finish. The best part of our Collection service is that if we can't collect on a citation, we do not charge the client. The client will never need to worry about collecting parking fees, we take care of it all.

Pricing

A. Parking Enforcement and Citation Management Services Fees

PMB offers its Parking Enforcement and Citation Management services for the low price of \$2.00 per electronic citation issued. If the parking ticket is paid by the violator at the 2nd level, \$7.00 is deducted from the monthly revenue or \$15.00 if the parking ticket is paid by the violator at 3rd level. PMB has the lowest fees available in the industry and over 30 years of experience working with universities, college campuses and municipalities.