



AMENDED AGENDA

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, May 4, 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. **RECOGNITION OF KEN RUDISILL FOR HIS 22 YEARS OF SERVICE TO THE CITY OF SEASIDE'S BOARD OF ARCHITECTURAL REVIEW**

PURPOSE: To recognize the twenty two years of volunteer service that Ken Rudisill graciously dedicated to the City of Seaside's Board of Architectural Review.

RECOMMENDATION: That the City Council and the public thank Mr. Rudisill for his years of dedicated service to preserving the architectural integrity of development in the

City of Seaside.

B. PRESENTATION OF APRIL 2017 HOUSE OF THE MONTH AWARD

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

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

C. PROCLAMATION OF MAY 8-13, 2017 AS ECONOMIC DEVELOPMENT WEEK IN THE CITY OF SEASIDE

PURPOSE: The purpose of this item is for the City of Seaside to join with the International Economic Development Council (IEDC) to celebrate the achievements of economic developers during Economic Development Week, May 8-13.

RECOMMENDATION: It is recommended that the City of Seaside proclaim May 8-13, 2017 as Economic Development Week in the City of Seaside and to encourage Seaside business and resident participation in celebrating Seaside's economic development.

D. PROCLAMATION RECOGNIZING THE MONTH OF MAY 2017 AS "POPPY MONTH"

PURPOSE: The purpose of this item is to issue a proclamation recognizing the month of May as "Poppy Month" in the City of Seaside.

RECOMMENDATION: It is recommended that the City of Seaside proclaim the month of May as "Poppy Month" in the City of Seaside.

8. CONSENT CALENDAR

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

A. APPROVE MINUTES OF APRIL 20, 2017

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

B. APPROVE AND FILE CITY CHECKS

PURPOSE: It is requested that the City Council approve and file the accounts payable and wired payments made during the period of April 8, 2017 through April 21, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of April 13, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,367,480.60.

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

C. ACCEPT AND FILE THE CASH AND INVESTMENT REPORT FOR THE QUARTER ENDED MARCH 31, 2017

PURPOSE: Accept and file the City of Seaside Cash and Investment Report for the quarter ended March 31, 2017.

RECOMMENDATION: Accept and file report.

D. AUTHORIZE RENEWAL OF AGREEMENTS WITH COMMUNITY PARTNERS OF THE CALIFORNIA GANT REDUCTION IMPLEMENTATION PROGRAM FOR YEAR THREE GRANT FUNDS

PURPOSE: The purpose of this item is to obtain City Council approval for renewals of Memorandum of Understandings with Cal GRIP partners Monterey County Health Department Behavioral Health Bureau and the Village Project to provide prevention and intervention services for the City of Seaside's youth violence reduction efforts. There is no cost associated with this action.

RECOMMENDATION: It is recommended that the City Council approve the renewal of the two agreements for the third year of the grant program with all expenses fully reimbursed to the City through the Cal GRIP grant.

E. CONSIDER A RESOLUTION AUTHORIZING A CONTRACT WITH WALD, RUHNKE, & DOST ARCHITECTS LLP FOR AN AMOUNT NOT TO EXCEED FIFTY SEVEN THOUSAND TWO HUNDRED DOLLARS (\$57,200) IN COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR DESIGN OF ADA IMPROVEMENTS FOR THE SEASIDE BRANCH LIBRARY

PURPOSE: The purpose of this item is for the City Council to consider a resolution awarding a contract with Wald, Ruhnke, & Dost Architects, LLP for an amount not to exceed Fifty Seven Thousand Two Hundred Dollars (\$57,200) in Community Development Block Grant (CDBG) funds for design of American's with Disability Act (ADA) improvements to the Seaside Branch Library.

RECOMMENDATION: It is recommended that the City Council adopt a resolution awarding a contract with Wald, Ruhnke, & Dost Architects, LLP for an amount not to exceed Fifty Seven Thousand Two Hundred Dollars (\$57,200) in Community Development Block Grant (CDBG) funds for design of ADA improvements and authorizing the City Manager to execute the contract.

F. ADOPT A RESOLUTION AUTHORIZING A CONTRACT EXTENSION WITH CSG CONSULTING FOR REMAINING BUILDING INSPECTION SERVICES FOR FISCAL YEAR 2016-17 FOR AN AMOUNT NOT TO EXCEED \$22,000 FROM PREVIOUSLY ALLOCATED FUNDS

PURPOSE: That the City Council authorize the City Manager to execute a contract extension for a not to exceed amount of \$22,000 for building inspection services through the end of Fiscal Year 2016-17 with funds previously budgeted and allocated.

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to extend the contract amount, allowing Building Inspection Services performed by CSG to continue through the fiscal year 2016-17.

G. APPROVE A RESOLUTION AUTHORIZING A CONTRACT FOR SERVICES WITH THE MONTEREY COUNTY REGISTRAR OF VOTERS FOR ASSISTANCE WITH VOTER INFORMATION AND VOTE BY MAIL VOTER VERIFICATION

PURPOSE: That the City Council approve a resolution authorizing the City Manager to execute a contract for services with the Monterey County Registrar of Voters for assistance with Voter information and Vote By Mail voter verification for the June 6, 2017 Seaside Special Municipal Election.

RECOMMENDATION: That the City Council approve the resolution and authorize the execution of the contract for services.

H. RENEWAL OF THE ANNUAL BINGO LICENSES FOR V.F.W. POST 8679 AND MONTEREY PENINSULA AVENUE OF THE FLAGS

PURPOSE: The purpose of this item is to provide the City Council an opportunity to review the 2017 annual bingo license renewal applications from the two non-profit organizations (two licenses) that conduct bingo games in the City of Seaside.

RECOMMENDATION: It is recommended that the City Council approve the renewal applications for annual Bingo licenses for Seaside-Monterey Memorial V.F.W. Post 8679, 1996 Fremont Blvd., and Monterey Peninsula Avenue of Flags, 986 Hilby Ave.

9. BUSINESS ITEMS

A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING THE 2017 FIREWORKS OPERATIONS PLAN AND THE 2017 FIREWORKS SURCHARGE PERCENTAGE.

PURPOSE: The purpose of this Resolution is to approve the 2017 Fireworks Operations Plan and the 2017 Fireworks Surcharge as outlined in the City of Seaside Municipal Code Chapter 8.32 relating to fireworks.

RECOMMENDATION: Approve proposed Operations Plan and Surcharge of seven percent for 2017.

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:
May 18, 2017
7:00 PM

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&noplaylistskin=1&width=400&height=300>

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

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Economic Development Manager
Kurt Overmeyer, Economic Development Manager
Sharon Mikesell, Administrative Analyst

DATE: May 4, 2017

**SUBJECT: PROCLAMATION OF MAY 8-13, 2017 AS ECONOMIC
DEVELOPMENT WEEK IN THE CITY OF SEASIDE**

PURPOSE

The purpose of this item is for the City of Seaside to join with the International Economic Development Council (IEDC) to celebrate the achievements of economic developers during Economic Development Week, May 8-13.

RECOMMENDATION

It is recommended that the City of Seaside proclaim May 8-13, 2017 as Economic Development Week in the City of Seaside and to encourage Seaside business and resident participation in celebrating Seaside's economic development.

BACKGROUND

Created by the International Economic Development Council (IEDC), the goal of Economic Development Week (EDW) is to increase awareness for local programs that create jobs, advance career development opportunities and increase the quality of life.

Seaside's mission statement is : "Include Innovate Inspire". To celebrate EDW, Staff is recommending an **innovative** (and cost-neutral) activity to **include** the community to **inspire** others to discover the great resources available here in Seaside.

Along with the proclamation of Economic Development Week in Seaside, we encourage everyone to join the international event by taking a "selfie" (or a group photo, that's fine, too) in Seaside at a place where they work and/or do business or where they simply enjoy the scenery to celebrate our great quality of life. Share that photo via social media using the official campaign

hashtags of #EconDevWeek or #EDW2017 and being sure to tag Seaside @City_of_Seaside. Using the official hashtag allows IEDC to share, repost and retweet the messages in the IEDC official social media accounts including:

Twitter: twitter.com/IEDCtweets - Shortcut: @iedctweets

Facebook: www.facebook.com/iedcONLINE - Shortcut: @iedconline

Instagram: www.instagram.com/iedconline - Shortcut: @iedconline

Linkedin: www.linkedin.com/company/international-economic-development-council

Pinterest: www.pinterest.com/iedconline - Shortcut: @iedconline

Youtube: www.youtube.com/user/iedconline2 - Shortcut: @iedconline2

This week long promotional push will not only celebrates #EDW2017, it places Seaside in consideration for the 2017 Innovation in Economic Development Week (EDW) Award. This activity also embodies Seaside's our mission statement of "Include Innovate Inspire" while involving the community in Seaside's branding efforts.

FISCAL IMPACT

There is no fiscal impact to the general fund as a result of this item.

ATTACHMENTS

1. Economic Development Week Proclamation
2. Judging Criteria for Innovation in EDW Campaign

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

City of Seaside
PROCLAMATION



“Economic Development Week”

May 8-13, 2017

***WHEREAS,** economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base; and*

***WHEREAS,** economic developers stimulate and incubate entrepreneurship in order to help establish the next generation of new businesses, which is the hallmark of the American economy; and*

***WHEREAS,** economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions; and*

***WHEREAS,** economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions; and*

***WHEREAS,** a team of economic developers work in the City of Seaside within the State of California; and*

***WHEREAS,** the City of Seaside recognizes that small businesses in Seaside are a core component of our local economy and pays tribute to the determination and entrepreneurial spirit of City of Seaside business owners; and*

***WHEREAS,** the International Economic Development Council has created Economic Development Week to celebrate the achievements of economic developers and the international event will occur from May 8 to May 13, 2017.*

***NOW THEREFORE, BE IT PROCLAIMED,** that, I, The Honorable Ralph Rubio, Mayor of the City of Seaside, California, on behalf of the City Council do hereby proclaim May 8 to May 13, 2017, as “**Economic Development Week,**” and remind individuals of the importance of this community celebration which supports expanding career opportunities and improving quality of life. A copy of this proclamation is authorized to be transmitted to the International Economic Development Council.*

Ralph Rubio
Mayor

May 4, 2017

Innovation in Economic Development Week (EDW) Award - Free to participate

Created last year to highlight outstanding EDW celebrations, this new category of the IEDC Excellence in Economic Development Awards program offers a free opportunity to gain national recognition for your promotional campaign. This award is open to communities, regions, states and provinces who participate in the 2017 Economic Development Week. Types of promotion include, but are not limited to, an event, seminar, marketing tour, web or print projects, video, and social and digital media campaigns.

Judging Criteria for Innovation in EDW Campaign:

Please note that criteria are meant for completion during EDW (May 8-13, 2017)

- Goal/mission
- Innovation/creativity
- Effectiveness of EDW promotion
- Community or other EDO involvement (local, regional or state level)
- Use and quality of promotion utilizing social media



City of Seaside PROCLAMATION



Poppy Month May, 2017

***WHEREAS,** America is the land of freedom, preserved and protected willingly and freely by citizen soldiers; and*

***WHEREAS,** millions who have answered the call to arms have died on the field of battle protecting the rights and freedoms for which this Nation stands; and*

***WHEREAS,** a Nation at peace must be reminded of the price of war and the debt owed to those people who have served and also died in war; and*

***WHEREAS,** in the spring of 1919, amidst complete devastation, red poppies bloomed in abundance on the battlefields of France where so many of our men had fallen during World War I, and that a replica of this poppy has become the Memorial Flower of the American Legion Auxiliary for all wars; and*

***WHEREAS,** the sacrifice of our soldier's lives are symbolized by the red poppy in the following manner: the red petals stand for the vast outpouring of their blood, the yellow and black center represent the mud and desolation of all battlefields, the green of the stem is symbolic of the forests, meadows and fields where generations of Americans have perished to make this land free, and the stem itself represents the courage and determination of our fallen warriors; and*

***WHEREAS,** the American Legion Auxiliary has pledged to remind Americans annually of this debt through the distribution of the Memorial Flower.*

***NOW THEREFORE, BE IT PROCLAIMED,** that I, The Honorable Ralph Rubio, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim the month of May as **"Poppy Month"** in the City of Seaside and encourage all citizens to pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the American Legion Auxiliary Memorial Poppy.*

Ralph Rubio
Mayor

May 4, 2017



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
Thursday, April 20, 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, Jones, Pacheco, Rubio

ABSENT: None

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

Bishop David Higginbotham of the Seaside Branch of the Church of Jesus Christ of the Latter Day Saints led invocation.

4. **REVIEW OF AGENDA**

Staff is recommending pulling item 8B from consideration to return at a later date.

Mayor Rubio requested to add a presentation to the agenda as Item F from the Defense Language Institute Commandant. The City Council unanimously agreed to add the item.

5. **PUBLIC COMMENT**

Mayor Rubio invited comments from the public.

- Judy Carras spoke to being on the Board of Seaside Peace and Justice Center and noted she is grateful for the Seaside Earth day Event at Highland Otis Park. She also noted that there is a Circle of Poison documentary that will be a free showing on Tuesday April 25 at the Peace and Justice Center at 7:00 PM.
- Steve Bloomer, President Seaside High School Alumni Association distributed invitations to the upcoming event explaining it is a scholarship fundraiser for Seaside High School graduates that helps students that want to go on to college.
- Harlem McGinnis spoke in support of the Hot Cars Cool Nights events to be held during the summer. He thanked Staff Members Gloria Stearns and Sharon Mikesell for their extra hard work assisting with coordinating. He thanked the Council for the City's support.

6. **PUBLIC AGENCY COMMUNICATIONS**

There were no requests to speak.

7. **PRESENTATIONS**

A. **PRESENTATION FROM SEASIDE MIDDLE SCHOOL CLASS TECHNOLOGY PROJECT - CITY OF SEASIDE**

Seaside Middle School Principal Manny Nunez presented and discussed the new education model at MPUSD and SMS; together we rise, as part of their project based learning environment that has transformed the school culture. He detailed the rigorous nature of what a project based learning environment is, different than just completing a project, which includes a project launch, research, activates, workshops lectures, bench marks, and at the end they have to provide presentations to an

authentic environment. The overall goal is to engage, equip and empower students with creative, functional and critical thinking skills and real life skills. The best part is empowering our students through confidence and perseverance. The students each spoke to the project and the context of the project.

Diego spoke to the driving question or project goal to create promotional materials that would create appeal to those traveling and visiting to our local area. Each group had to pick a city in Monterrey County. Crystal further explained the project that groups were formed and students received contracts which assigned roles, norms and rules to follow through the project. Jalegeo said the project ended with a presentation to Mayor Rubio. The students revealed the end product, a face book page and explained the components and elements that were important about seaside. Katlyn finished the presentation and detailed the functions that they added to the site, the sections and displayed the different programs incorporating feedback. The students answered questions from the Council.

The Council spoke in support of the efforts of the students and for MPUSD under the current administration. Mayor Rubio spoke to how impressed he was with the initial presentation which included the detail and intensity of work that went into the project. He said it speaks volumes to the dedication that the District has to learning and working the systems that are out there and this type of learning environment will ensure that they will be ahead of others as they go forward in life.

B. ARBOR DAY PROCLAMATION AND TREE CITY USA AWARD PRESENTATION

City Engineer Riedl spoke to the City's new designation as a Tree City USA and presented the Mayor and City Council with hats and a plaque. Mayor Rubio and the City Council proclaimed April 28th as Arbor Day in the City of Seaside.

C. PRESENTATION OF THE MARCH 2017 HOUSE OF THE MONTH AWARD

Neighborhood Improvement Program Commissioner Alex Miller co-presented with Mayor Rubio the House of the Month award to the winners for March 2017.

D. PRESENTATION OF THE 2017 BUSINESS OF THE FIRST QUARTER AWARD

Neighborhood Improvement Program Commissioner Alex Miller co-presented with Mayor Rubio the Business of the quarter award for the first quarter of 2017 to Mariposa Assist. The Business Owners indicated that this is their one year anniversary and the Council thanked them for the improvements they have made to the property and for the needed services that they provide in the community.

Council Member Alexander arrived at 7:32 PM.

E. PROCLAMATION OF SMALL BUSINESS WEEK APRIL 30-MAY 6, 2017

Mayor Rubio and the City Council proclaimed the week of April 20-May 6 as Small Business Week in the City of Seaside and Economic Development Manager Stearns and Administrative Analyst Mikesell presented several present small businesses with copies of the proclamation and thanked them for the impacts that their small businesses make in our community.

F. PRESENTATION OF CALIFORNIA ASSOCIATION OF LOCAL ECONOMIC DEVELOPMENT (CALED) AWARD OF MERIT TO THE CITY OF SEASIDE FOR "PARK-ING DAY; TACTICAL URBANISM TO JUMP-START ECONOMIC MOMENTUM"

A representative from CAL ED presented the Economic Promotion Award of Merit to the City of Seaside for their Parking Day Event to jump start Economic Momentum in the downtown area. He spoke to team nature of the program event and acknowledged that it was selected because it was a

true joint effort between different departments and community members.

8. **CONSENT CALENDAR**

As approved at the beginning of the meeting, A presentation was made from the Commandant of the Defense Language Institute, Colonel Deppert acknowledging and thanking the City of Seaside for their support of the military community and their inclusive, welcoming efforts to assist families and the installations are part of the community.

Moving on to the consent agenda, Mayor Rubio asked if the Council or members of the public would like to pull any times for consideration. Items C and F were pulled for consideration.

Mayor Rubio invited comments from the public on the Consent Agenda.

- Peter Keiser spoke against the item regarding the Pride Parade and believes that the support of the LGBT community will be a negative impact to the Seaside Community. Doesn't want Seaside to waive the money or be known as an existing LGBT supportive community.
- A Resident spoke in support of Mr. Keiser's comments, and that the item is not conducive of the City.
- Cindy Burray said that if you look at what goes on at a parade like this in San Francisco it is not a family friendly event and discouraged support of this item.
- Judy Carras thinks that the National Coalition Building Institute is a good organization and that this would not be in the same mold or fashion of events in San Francisco. There are LGBT people who live in Seaside and we should be an inclusive community. She spoke in support of the item approval.
- Tyler Williamson, a member of the LGBTQ community requested supporting the request as it will help with diversity for those in the area, bring Cities together and honor the pride of those that celebrate.
- Pastor Eugene Jones spoke against the waiver of money for the parade, in line with his religious beliefs. City funds are better used in different areas. To be more inclusive and do better for the youth the money should not be waived and instead spent on youth programming.
- Reverend HH Lusk speaking on behalf of the Ministerial Alliance spoke to the item and agrees with the Mr. Keiser and requested that the fee waiver be rejected. He indicated that the parade can happen, but requested it be without a waiver of fees from the City.
- Helen Rucker spoke against discriminating against any citizens as not acceptable, having suffered discrimination personally. She sees that if the City denies this opportunity, that many other organizations would then need to be rejected going forward, such as the NAACP events. This is to get the City of Seaside to understand that we are all human beings and should not be discriminated against. Please have enough sense to be accepting of all people.
- Ivan, a Middle School Teacher spoke for tolerance and diversity. He works with people in classrooms, Pastors work for people in churches. Please embrace tolerance and acceptance. Don't be hateful; they are a minority group asking for help. Please rethink it, and your values and commitment, accepting and respecting differences.
- Pastor Murray said they are not discriminating against any one, it is a fee on the agenda, and it is not talking about any human being, but stand with the teachings of the bible. You can't love God but hate your brother. He ensured that there was no harmful message stated against human beings, just against the waiving of a fee. He spoke to having three people in his congregation that are of the LGBT community and he indicated that his congregation does not discriminate. Not speaking against a person, but only waiving of a fee.

Mayor Rubio indicated that because of the public comment, the item is pulled and requested to hear a staff report on it.

On motion by Council Member Jason Campbell and seconded by Mayor Pro Tem Dennis

Alexander and passed by the following vote the City Council approved the Consent Agenda remainder.

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

A. APPROVE MINUTES OF APRIL 6, 2017

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Action: Approved

C. APPROVE APPOINTMENTS TO BOARDS COMMISSIONS AND COMMITTEES

Council Member Jones expressed questions and concerns about the process of making recommendations for appointments to boards and commissions and read and spoke to an email that was sent by an individual who applied for and was not appointed to a commission. The letter cited frustration with the process, with communications with the City Clerk and the letter requested that she be reconsidered. Council Member Jones asked the Mayor for clarification on points of the email. Mayor Rubio spoke to the Council Sub-Committee's multiple unsuccessful attempts to coordinate a meeting and successful attempts to schedule meetings with all of the other applicants. Council Member Campbell expressed concern with the author's communication concerns and the personal meetings scheduled citing it was short notice for some, but most people were able to make it. Council Member Campbell also questioned why one recommended applicant's application was not in the packet to which City Clerk Milton retrieved the application and provided it to the Council and the public assuring them it was a clerical error and not due to transparency issues. City Clerk Milton spoke to the application process and communication she had with the author, as well as other applicants and answered other questions of the Council.

Mayor Rubio invited public comments:

- A resident requested clarification that applicant's requested position, does that mean they have to reapply for another commission to be considered.
- Alex Miller Neighborhood Improvement Program Commissioner spoke in support of the responsiveness of the application process and to his personal experience being appointed to a commission.
- Bob Constant spoke to receiving email notifications and adequate communications as part of his application process.
- Ian Oglesby spoke in support of the City Clerk's responsiveness to applicants and other needs of the Council.

On question, Council Member Alexander clarified that if an applicant applies to more than one commission, the applicant can be asked to serve on another commission if the Council Sub-Committee sees that they may be a better fit.

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 recommendations to Boards, Commissions and Committees 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. ADOPT A RESOLUTION APPROVING AN AMENDMENT OF LEASE WITH THE CENTRAL CALIFORNIA COUNCIL OF AMERICA YOUTH HOSTELS TO TRANSFER THE LEASE TO THE FORT ORD HOSTEL SOCIETY

Action: Approved

E. AUTHORIZE CITY MANAGER TO EXECUTE WRITTEN AMENDMENTS TO THE CONTRACT TO TRANE U.S. INC. FOR INSTALLATION OF AIR CONDITIONING AT THE SEASIDE CITY HALL

Action: Authorized

F. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE MIDDLE SCHOOL ASSOCIATED STUDENT BODY EAGLES CLUB FOR MIDDLE SCHOOL SPORTS

The representative Coach spoke to the financial needs of the program indicating that due to the total number of players and lack of resources, athletes previously had to share jerseys. This year, there were over 200 students that applied for the team. He indicated that the funds would be used to expand the number of games, also looking at expanding the number of teams. The 6th grade students are at a disadvantage, so the goal will be to create a Junior Varsity and Varsity level so that more students can participate. Council Member Pacheco commended the staff for helping kids understand the value of sports. Council Member Alexander agreed it is money well spent and spoke in support of the Coach personally.

Mayor Rubio invited comments from the public.

- Keith Mitchell spoke to his daughter attending this school and playing sports and spoke in support of the Coach's efforts doing great things at this school and in support of granting the request.
- Ian Oglesby expressed concern that the District is not doing more for athletics at this school. Why didn't the bond alleviate the budget to free up some money for the sports program? He encouraged the two Council Members with connections to the District to remind the Board of the obligation. He also asked if there was a way that the Youth Funds to separate the applications so that the Boys team and the Girls team can both receive funds.

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 contribution request 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

G. APPROVE A FEE WAIVER REQUEST FROM NATIONAL COALITION BUILDING INSTITUTE (NCBI) FOR THE COST ASSOCIATED WITH THE FIRST 2017 PENINSULA PRIDE PARADE

Recreation Director Towne spoke to the details of the application as written in the staff report and

answered questions from the Council.

Council Member Pacheco and Council Member Jones spoke in support of the item. Council Member Campbell questioned if there are other local pride parades to which staff responded this is the only one in the County. On question to Ms. Towne asking if we waive fees for other parades, she responded that yes the City has waived fees for the Martin Luther King march and the 4th of July Parade of Champions. On question Police Chief Jackson respond that they have not gotten any indication that there would be any targeting of this event and that Police will have staff on hand to respond to any concerns or potential threats. Council Member Alexander spoke in support of the item and the past Councils who have worked hard to improve transparency and consistency and being inclusive.

Mayor Rubio questioned the 501 C3 Nonprofit status to which Ms. Towne verified that they have submitted all appropriate paperwork designating them as a 501 C3. He spoke that the decision cannot be based on content, but on process. The City allows parades, and has given waivers for 501 C3 organizations, so unless you can find an unusual circumstance, to deny, he does not believe we have a justified authority to.

Mayor Rubio invited additional public comments on the item.

- Ian Oglesby spoke that the City cannot fall into the trap of approving all parades, based on past practices. You should reserve your rights for any 501 C3 anti that may want to have a parade also.
- Resident asked that once the gate is open, is there anything that will allow the gate to close?
- Felix Bachofner expressed concern that we have to allow all other parades to get a fee waiver if this is approved. He expressed that the consideration should be to the impacts of the event to be weighed into the determination.

Mayor Rubio indicated that the Council will always retain its power of discretion. If they don't find anything that would disqualify this waiver, the Council has the ability to fund it at a fiscal level. City Attorney Freeman cautioned the Council that decisions must be content neutral and can only regulate time, place and manner and we have to allow equal opportunity otherwise. The Council discussed the merits, the process and the opportunities to discuss in the future.

Council Member Jones made a motion to approve the fee waiver request for the full cost of the request as presented. The motion was seconded by Council Member Pacheco. Mr. Pacheco spoke to the hope that they understand that they would be representing the City of Seaside if the waiver is granted. Mayor Rubio spoke to the concern about the full cost of the event. He would have preferred to see that the organizers come up with half and accept some responsibilities for the outcomes. He is not supportive of a full waiver. He is only supportive of a 50% waiver. Motion passes 3-2.

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

H. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL BOYS BASKETBALL

Action: Approved

9. BUSINESS ITEMS

A. CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA SUNSHINE REGIONAL CENTER TO ALLOW CITY OF SEASIDE PROPERTIES TO BE CONSIDERED FOR INVESTMENT VIA THE EB-5 VISA PROGRAM

Economic Development Manager Overmeyer spoke to the item and explained that it is a visa program to allow immigrants to make large investments in the United States allowing investors to invest in projects locally and if jobs are created, will be compensated with a visa. The EB-5 creates a regional center that allows multiple investors to join together for a project. This action does not obligate the City and speeds availability of capital through this program but in the end it makes a helpful tool for delivering projects locally. The two representatives from the California Regional Sunshine Center were present for questions. Staff answered questions from the Council.

Council Member Jones spoke to recent cases that have found fraudulent situations with regional centers due to gerrymandering. She spoke to comments made at the state level expressing concern with the flaws of the program, and indicated she would not want Seaside to be used to buy a way into the Country with no benefit. Mr. Overmeyer responded that the fraud was against the investors and the issue is handled by the Department of Homeland Security, who approves investors prior to the investment. He spoke to the existing operation of this in Watsonville, CA. Yes, there are problems that are being addressed such as the one in New York, and that he does not think it is a problem with in this local Regional Center. Council Member Jones further questioned the legislation that is set to expire April 28th and September 30th questioning how would that affect Seaside. Mr. Overmeyer said there are six different bills working its way through Committee. If they do not pass, the Regional Centers will dissolve, leaving no obligation with the agreement. Council Member Campbell questioned if a local person who has \$500,000 to invest can apply that to bring someone into the country to which a representative responded that it has to come in the form of capital and further explained also that the source of funding would be looked at if it is legitimate and sustainable income.

Mayor Rubio invited comments from the public.

- Felix Bachofner spoke to the fact that this type of money issues happens in every country. This will not get rid of the EB5 program. By saying no, you would not be closing an avenue of investment into Seaside. At the same time, it may be unseemly to accept wealthy individuals into the country for money, but it does create jobs, which we need in Seaside. This program is offering ability for the City to secure its financial future and leverage our property base for the number of investors for acquiring and developing properties. It's not perfect, but it's not different from the rest of the world. The up sides exceed the downside.

Mayor Pro Tem Alexander motioned to approve the item as presented and was seconded by Council Member Campbell. Council Member Jones speaking on the second commented that just because it exists around the world, does not make it right and that it goes against her philosophy so she cannot support the item.

Motion passes 4-1 Jones voting no.

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

10. MAYOR, CITY COUNCIL, CITY MANAGER AND CITY ATTORNEY COMMENTS AND

REPORTS ON COMMITTEE ASSIGNMENTS

Council Member Pacheco spoke to attending the Youth Violence Prevention Committee and reported that there was honest dialogue that will improve services for youth in the community. He spoke in support of the staff at the SYRC and that the program is establishing a plan to make a difference and reduce youth violence and hopes that it continues in one form or another. Attended the MPUSD Board Meeting where he received a report on AB 288 to expand dual enrollment for high school students and it creates a seamless pathway to college. He informed the community that at Pachetti Park there will be a dog fashion show and spoke to the entertainment of the event. He did express frustration with a signal light in Seaside that has been out at Del Monte and Canyon Del Rey and requested staff to follow up on the repair. Mayor Pro Tem Alexander spoke to the Joint Board and Commission meeting regarding the economic future of Seaside and he spoke positively about the way that Seaside is taking seriously public comments and modeling those comments into recommendations. He thanked the Police and Fire staff for attending the soon to be public safety academy. City Manager Malin thanked the City Clerk for her efforts. Mayor Rubio spoke to the committee assignment meetings he attended and the business conducted. He spoke to the recognition of CSUMB President Ochoa by the Daughters of the American Revolution on the local, state and national level.

11. ADJOURNMENT

On motion the meeting was adjourned at 9:41 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: May 4, 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 April 8, 2017 through April 21, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of April 13, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,367,480.60.

RECOMMENDATION

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

BACKGROUND

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

Therefore, in accordance with Government Code Section 37208, 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:

\$987,910.52 for payroll and benefits;
\$13,052.63 to Access Monterey Peninsula for meeting broadcasts
\$16,385.18 to John C Gemma for new phones and IT support

\$20,013.28 to Monterey County Convention and Visitors Bureau for visitor promotion services
\$14,259.96 to Monterey County Convention and Visitors Bureau for Tourist Improvement District
\$42,992.90 to PG&E for utility services
\$40,977.50 to Raimi & Associates for General Plan Update services
\$12,465.12 to Brownstein Hyatt Farber Shreck for legal services on water issues
\$15,146.87 to Siemens Industry for street light maintenance
\$25,587.14 to U.S. Bank for purchasing card purchases

The remaining checks, totaling \$178,689.50 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: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: May 4, 2017

**SUBJECT: ACCEPT AND FILE THE CASH AND INVESTMENT REPORT FOR
THE QUARTER ENDED MARCH 31, 2017**

PURPOSE

Accept and file the City of Seaside Cash and Investment Report for the quarter ended March 31, 2017.

RECOMMENDATION

Accept and file report.

BACKGROUND

Section 53646 of the California State Government Code and the City of Seaside Investment Policy requires the fiscal officer to prepare a quarterly report detailing the City's cash and investments.

As of March 31, 2017, approximately 61% of the portfolio is invested with the Local Agency Investment (LAIF).

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

1. Attachment A Summary of Pooled Cash and Investments as of March 31, 2017
2. Attachment B Cash and Investment Detail as of March 31, 2017
3. Attachment C Cash and Investment Activity Report for the period January 1 through

- March 31, 2017
4. LAIF Program Description
 5. LAIF Performance Report Quarter Ended March 31, 2017
 6. LAIF Average Monthly Effective Yields
 7. LAIF Interest Rates
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

**CITY OF SEASIDE
SUMMARY OF POOLED CASH AND INVESTMENTS
AS OF MARCH 31, 2017**

DESCRIPTION	INSTITUTION	VALUATION	AMOUNT
LAIF - City Funds	State Treasurer	Market	\$ 11,646,352.14
General Checking	Rabobank	Market	\$ 1,280,720.58
Money Market	Rabobank	Market	\$ 3,409,479.36
PARS Retirement Account	US Bank	Market	\$ 3,515.10
York Tail Claims	Bank of America	Market	\$ 39,210.76
Bond 2014 Reserve account	US Bank	Market	\$ 729,259.00
Bond 2006 Reserve & Installment accounts	US Bank	Market	\$ 339,753.45
US Bank - PNC Equipment Lease Escrow Account	US Bank	Market	\$ 1,075,295.91
Pension Obligation Bond Program Reserve account	Wells Fargo Bank	Market	\$ 513,307.40
	Total		<u>\$ 19,036,893.70</u>

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's and the Agency's anticipated expenditure requirements for the next six months.
(California Code Section 53646)

Investments in this report meet the requirements of the City of Seaside's Investment Policy.

Respectfully submitted,

Craig Malin
City Manager

Seaside County Sanitation District
SUMMARY OF POOLED CASH AND INVESTMENTS
AS OF SEPTEMBER 30, 2016

<u>DESCRIPTION</u>	<u>INSTITUTION</u>	<u>VALUATION</u>	<u>AMOUNT</u>
General Checking	Rabobank	Market	\$ 593,372.85
Money Market	Rabobank	Market	\$ 5,812,466.62
		Total	<u>\$ 6,405,839.47</u>

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's and the Agency's anticipated expenditure requirements for the next six months.
(California Code Section 53646)

Investments in this report meet the requirements of the City of Seaside's Investment Policy.

Respectfully submitted,

Craig Malin
City Manager

CITY OF SEASIDE
CASH AND INVESTMENT REPORT - DETAIL AS OF
JUNE 30, 2016

Exhibit B

	Yield	Book Value	% of Total	Market Value
<u>Investments</u>				
State Treasurer LAIF - City Account	0.82%	11,646,352.14	61.18%	11,646,352.14
<u>Checking Account</u>				
Rabobank - General Checking	0.00%	1,280,720.58	6.73%	1,280,720.58
Rabobank - Money Market	0.20%	3,409,479.36	17.91%	3,409,479.36
PARS Retirement Account	0.00%	3,515.10	0.02%	3,515.10
Bank of America-York Checking	0.00%	39,210.76	0.21%	39,210.76
<u>US Bank - Redevelopment Agency Merged Area Refunding 2014 Bonds</u>				
Installment Payment, Reserve	0.00%	729,259.00	3.83%	729,259.00
<u>US Bank - Golf Course 2006 Bonds</u>				
Installment Payment, Reserve	0.03%	339,753.45	1.78%	339,753.45
<u>US Bank - PNC Equipment Lease Escrow Account</u>				
	0.03%	1,075,295.91	5.65%	1,075,295.91
<u>Wells Fargo Bank</u>				
Pension Obligation Bond Program Reserve Account	0.00%	513,307.40	2.70%	513,307.40
Total Cash and Investments		19,036,893.70	100.00%	19,036,893.70

**CITY OF SEASIDE
CASH AND INVESTMENT REPORT - DETAIL AS OF
MARCH 31, 2017**

ATTACHMENT B

	Yield	Book Value	% of Total	Market Value
<u>Investments</u>				
State Treasurer LAIF	0.55%	10,934,864.01	54.58%	10,934,864.01
<u>Checking Account</u>				
Rabobank - General Checking	0.00%	1,157,833.91	5.78%	1,157,833.91
Rabobank - Money Market	0.20%	5,157,080.87	25.74%	5,157,080.87
Bank of America-York Checking	0.00%	40,000.00	0.20%	38,950.05
<u>US Bank - Redevelopment Agency Merged Area Refunding 2014 Bonds</u>				
Installment Payment, Reserve	0.00%	1,753,330.51	8.75%	729,264.39
<u>US Bank - Golf Course 2006 Bonds</u>				
Installment Payment, Reserve	0.03%	339,550.00	1.69%	465,423.17
<u>Wells Fargo Bank</u>				
Pension Obligation Bond Program Reserve Account	0.00%	651,283.41	3.25%	513,189.36
Total Cash and Investments		20,033,942.71	100.00%	18,996,605.76

**CITY OF SEASIDE
CASH AND INVESTMENT ACTIVITY REPORT FOR THE PERIOD
JANUARY 1, 2017 THROUGH MARCH 31, 2017**

<u>INSTITUTION</u>	<u>ACCOUNT STATUS</u>	<u>BEGINNING BALANCE</u>	<u>DEPOSITED</u>	<u>EXPENDED or TRANSFERRED</u>	<u>INTEREST EARNED</u>	<u>ENDING BALANCE</u>
INVESTMENTS						
LAIF - City	OPEN	\$ 10,934,864.01	700,000.00		11,488.13	\$ 11,646,352.14
CHECKING ACCOUNT						
Rabobank - General Checking	OPEN	\$ 1,157,833.91	8,989,723.92	8,866,837.25	-	\$ 1,280,720.58
Rabobank - Payroll Checking	OPEN	\$ -	5,089,087.97	5,089,087.97	-	\$ -
Rabobank, Money Market	OPEN	\$ 5,157,080.87	800,000.00	2,550,000.00	2,398.49	\$ 3,409,479.36
PARS Retirement Account	OPEN	\$ 294.07	9,300.00	6,081.25	2.28	\$ 3,515.10
York Tail Claims	OPEN	\$ 38,950.05	23,590.42	23,329.71	-	\$ 39,210.76
<i>BOND RESERVE ACCOUNT - HELD BY TRUSTEES</i>						
Bond 2014 Accounts - Reserve, Interest	OPEN	\$ 729,264.39	136,625.86	136,631.25	-	\$ 729,259.00
Bond 2006 Accounts - Reserve, Installment	OPEN	\$ 465,423.17	170.75	125,977.00	136.53	\$ 339,753.45
PNC Equipment Lease Escrow Account	OPEN	\$ -	1,075,038.18	-	257.73	\$ 1,075,295.91
Wells F Pension Obligation Bond Prog-Reserve Acct.	OPEN	\$ 513,189.36	-	-	118.04	\$ 513,307.40
		\$ 18,996,899.83	16,823,537.10	16,797,944.43	14,401.20	\$ 19,036,893.70



California State Treasurer
John Chiang



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LOCAL AGENCY INVESTMENT FUND

Program Description

The Local Agency Investment Fund (LAIF), is a voluntary program created by statute; began in 1977 as an investment alternative for California's local governments and special districts and it continues today under Treasurer John Chiang's administration. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code.

This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff at no additional cost to the taxpayer. This in-house management team is comprised of civil servants who have each worked for the State Treasurer's Office for an average of 20 years.

The LAIF is part of the Pooled Money Investment Account (PMIA). The PMIA began in 1955 and oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

The Local Investment Advisory Board (LIAB) provides oversight for LAIF. The Board consists of five members as designated by statute. The State Treasurer, as Chairman, or his designated representative appoints two members qualified by training and experience in the field of investment or finance, and two members who are treasurers, finance or fiscal officers or business managers employed by any county, city or local district or municipal corporation of this state.

The term of each appointment is two years or at the pleasure of the appointing authority.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian. All investments are purchased at market and a market valuation is conducted monthly.

Additionally, the PMIA has Policies, Goals and Objectives for the portfolio to make certain that our goals of Safety, Liquidity and Yield are not jeopardized and that prudent management prevails. These policies are formulated by Investment Division staff and reviewed by both the PMIB and the LIAB on an annual basis.

The State Treasurer's Office is audited by the Bureau of State Audits on an annual basis and the resulting opinion is posted to the State Treasurer's Office website following its publication. The Bureau of State Audits also has a continuing audit process throughout the year. All investments and LAIF claims are audited on a daily basis by the State Controller's Office as well as an in-house audit process involving three separate divisions.

Under Federal Law, the State of California cannot declare bankruptcy, thereby allowing the Government Code Section 16429.3 to stand. This Section states that "moneys placed with the Treasurer for deposit in the LAIF by cities, counties, special districts, nonprofit corporations, or qualified quasi-governmental agencies shall not be subject to either of the following: (a) transfer or loan pursuant to Sections 16310, 16312, or 16313, or (b) impoundment or seizure by any state official or state agency."

During the 2002 legislative session, California Government Code Section 16429.4 was added to the LAIF's enabling legislation. This Section states that "the right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the LAIF, upon demand, may not be altered, impaired, or denied in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year."

The LAIF has grown from 293 participants and \$468 million in 1977 to 2,461 participants and \$21.6 billion at the end of December 2016.

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**JOHN CHIANG
TREASURER
STATE OF CALIFORNIA**



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
03/27/17	0.83	0.78	181
03/28/17	0.83	0.78	180
03/29/17	0.84	0.78	180
03/30/17	0.85	0.78	181
03/31/17	0.85	0.78	180
04/01/17	0.86	0.86	181
04/02/17	0.86	0.86	181
04/03/17	0.86	0.86	183
04/04/17	0.86	0.86	184
04/05/17	0.86	0.86	184
04/06/17	0.87	0.86	181
04/07/17	0.87	0.86	181
04/08/17	0.87	0.86	181
04/09/17	0.87	0.86	181
04/10/17	0.87	0.86	181
04/11/17	0.87	0.87	181
04/12/17	0.87	0.87	183
04/13/17	0.88	0.87	182
04/14/17	0.88	0.87	182
04/15/17	0.88	0.87	182
04/16/17	0.88	0.87	182
04/17/17	0.88	0.87	181
04/18/17	0.89	0.87	183
04/19/17	0.89	0.87	183
04/20/17	0.90	0.87	186
04/21/17	0.90	0.88	191
04/22/17	0.90	0.88	191
04/23/17	0.90	0.88	191
04/24/17	0.90	0.88	192
04/25/17	0.90	0.88	193
04/26/17	0.90	0.88	194

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

LAIF Performance Report

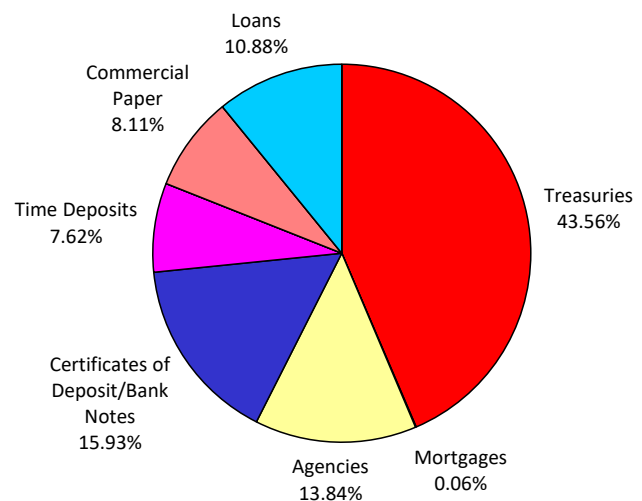
Quarter Ending 03/31/17

Apportionment Rate: 0.78%
 Earnings Ratio: 0.00002126194403179
 Fair Value Factor: 0.999175951
 Daily: 0.85%
 Quarter to Date: 0.78%
 Average Life: 180

**PMIA Average Monthly
Effective Yields**

Mar 2017 0.821%
 Feb 2017 0.777%
 Jan 2017 0.751%

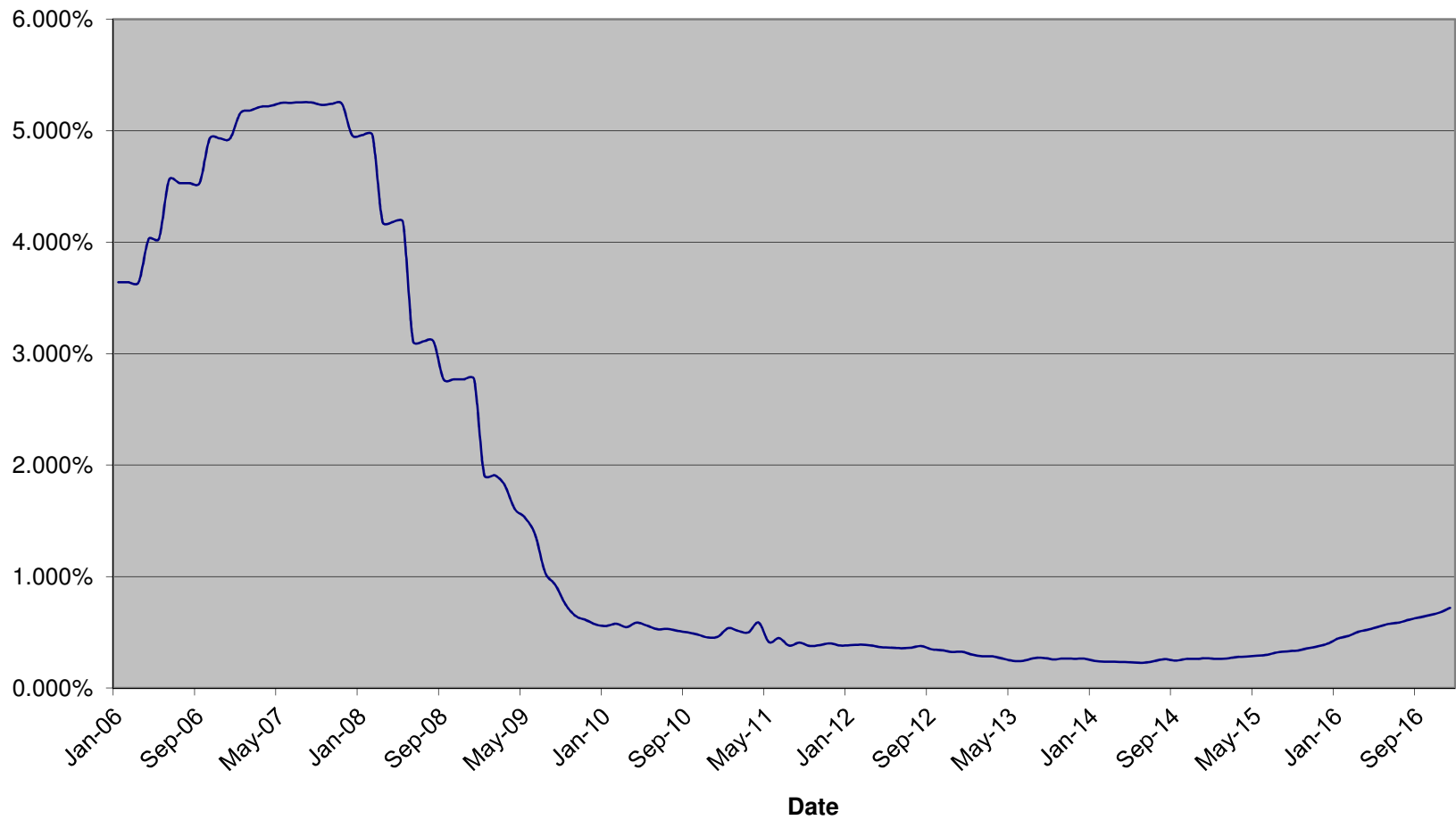
**Pooled Money Investment Account
Portfolio Composition
03/31/17
\$71.9 billion**



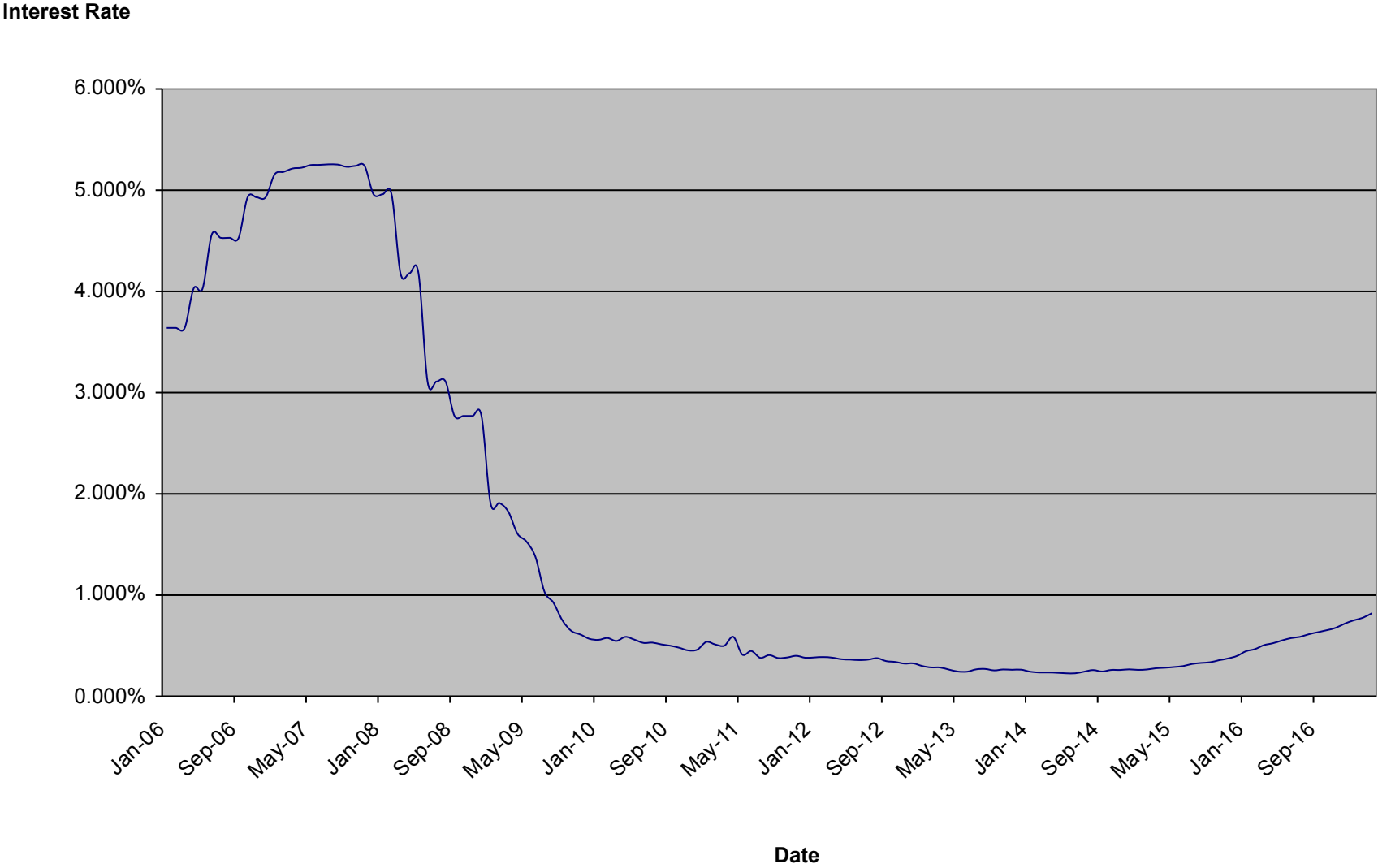
Based on data available as of 4/26/2017

HISTORICAL LAIF INTEREST RATES

Interest Rate



HISTORICAL LAIF INTEREST RATES



Jan-06	3.640%
Feb-06	3.640%
Mar-06	3.640%
Apr-06	4.030%
May-06	4.030%
Jun-06	4.560%
Jul-06	4.530%
Aug-06	4.530%
Sep-06	4.530%
Oct-06	4.930%
Nov-06	4.930%
Dec-06	4.930%
Jan-07	5.156%
Feb-07	5.181%
Mar-07	5.214%
Apr-07	5.222%
May-07	5.248%
Jun-07	5.250%
Jul-07	5.255%
Aug-07	5.253%
Sep-07	5.231%
Oct-07	5.240%
Nov-07	5.240%
Dec-07	4.960%
Jan-08	4.960%
Feb-08	4.960%
Mar-08	4.180%
Apr-08	4.180%
May-08	4.180%
Jun-08	3.110%
Jul-08	3.110%
Aug-08	3.110%
Sep-08	2.770%
Oct-08	2.770%
Nov-08	2.770%
Dec-08	2.770%
Jan-09	1.910%
Feb-09	1.910%
Mar-09	1.822%
Apr-09	1.607%
May-09	1.530%
Jun-09	1.377%
Jul-09	1.035%
Aug-09	0.925%
Sep-09	0.750%
Oct-09	0.646%
Nov-09	0.611%
Dec-09	0.569%
Jan-10	0.558%
Feb-10	0.577%
Mar-10	0.547%
Apr-10	0.588%
May-10	0.560%
Jun-10	0.528%
Jul-10	0.531%
Aug-10	0.513%

Sep-10	0.500%
Oct-10	0.480%
Nov-10	0.454%
Dec-10	0.462%
Jan-11	0.538%
Feb-11	0.512%
Mar-11	0.500%
Apr-11	0.588%
May-11	0.413%
Jun-11	0.448%
Jul-11	0.381%
Aug-11	0.408%
Sep-11	0.378%
Oct-11	0.385%
Nov-11	0.401%
Dec-11	0.382%
Jan-12	0.385%
Feb-12	0.389%
Mar-12	0.383%
Apr-12	0.367%
May-12	0.363%
Jun-12	0.358%
Jul-12	0.363%
Aug-12	0.377%
Sep-12	0.348%
Oct-12	0.340%
Nov-12	0.324%
Dec-12	0.326%
Jan-13	0.300%
Feb-13	0.286%
Mar-13	0.285%
Apr-13	0.264%
May-13	0.245%
Jun-13	0.244%
Jul-13	0.267%
Aug-13	0.271%
Sep-13	0.257%
Oct-13	0.266%
Nov-13	0.263%
Dec-13	0.264%
Jan-14	0.244%
Feb-14	0.236%
Mar-14	0.236%
Apr-14	0.233%
May-14	0.228%
Jun-14	0.228%
Jul-14	0.244%
Aug-14	0.260%
Sep-14	0.246%
Oct-14	0.261%
Nov-14	0.261%
Dec-14	0.267%
Jan-15	0.262%
Feb-15	0.266%
Mar-15	0.278%
Apr-15	0.283%

May-15	0.290%
Jun-15	0.299%
Jul-15	0.320%
Aug-15	0.330%
Sep-15	0.337%
Oct-15	0.357%
Nov-15	0.374%
Dec-15	0.400%
Jan-16	0.446%
Feb-16	0.467%
Mar-16	0.506%
Apr-16	0.525%
May-16	0.552%
Jun-16	0.576%
Jul-16	0.588%
Aug-16	0.614%
Sep-16	0.634%
Oct-16	0.654%
Nov-16	0.678%
Dec-16	0.719%
Jan-17	0.751%
Feb-17	0.777%
Mar-17	0.821%



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: May 4, 2017

**SUBJECT: AUTHORIZE RENEWAL OF AGREEMENTS WITH COMMUNITY
PARTNERS OF THE CALIFORNIA GANT REDUCTION
IMPLEMENTATION PROGRAM FOR YEAR THREE GRANT
FUNDS**

PURPOSE

The purpose of this item is to obtain City Council approval for renewls of Memorandum of Understandings with Cal GRIP partners Monterey County Health Department Behavioral Health Bureau and the Village Project to provide prevention and intervention services for the City of Seaside's youth violence reduction efforts. There is no cost associated with this action.

RECOMMENDATION

It is recommended that the City Council approve the renewal of the two agreements for the third year of the grant program with all expenses fully reimbursed to the City through the Cal GRIP grant.

BACKGROUND

On November 20, 2014 the Seaside City Council approved and authorized the City to participate in the Cal GRIP Program which will provide \$1,300,000 to the City over a three-year period. The Cal GRIP grant assists local community based organizations to provide prevention and intervention services to youth in our community.

In 2015 the City Council approved the initial Memorandum of Understanding with the Monterey County Health Department Behavioral Health Bureau for a period from July 1, 2016 to June 30, 2017. A renewal agreement for the period of July 1, 2017 through June 30, 2018 needs council approval. Should the State not fund the Cal GRIP grant for 2018, no funding will be granted to

the Monterey County Health Department Behavioral Health Bureau. An agreement was also entered with the Village Project to provide services for the period of January 1, 2017 through December 31, 2017. The Cal GRIP Grant funding discontinues December 2017.

FISCAL IMPACT

The City will be obligated to pay Monterey County Health Department Behavioral Health Bureau and the Village Project for the provision of their services to the Seaside Cal GRIP program during the term of this MOU and in accordance with the following schedule. All costs for this agreement are reimbursed through the Cal GRIP grant agreement.

Total Annual Amount:

Village Project

Counselor Salary: \$90/hour x 260 hours = \$23,400.00

Material: \$600.00

Grant Match: \$1,500.00

Monterey County Health Department Behavioral Health Bureau

FY 2017-2018

.50 FTE Behavioral Health Therapist

1st Payment: \$30,674.00 invoiced December 31, 2017

2nd Payment: \$30,674 shall be invoice June 30, 2018 if funding is approved by State and awarded to Collaborator.

ATTACHMENTS

1. mou attachments
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

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

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

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

RECITALS

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

The goals of the PROGRAM are to:

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

1. Term of MOU

Unless terminated earlier pursuant to the provisions set forth below, this MOU shall remain in full force and effect from **July 1, 2017 through June 30, 2018.**

2. Fiscal

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

FTE Total	Cost	MHSA/Medi-Cal Billing	Realignment Funding	CALGRIP (Collaborator)
.50 FTE Behavioral Health Therapist (Youth Diversion Program)	\$70,625	\$70,625	\$0	\$0
.50 FTE Behavioral Health Therapist (Seaside GRIP Program)	\$70,625	\$0	\$9,277	\$61,348
.20 FTE County Service Manager	\$42,237	\$38,013	\$4,224	\$0
.20 FTE County Unit Supervisor	\$27,359	\$24,623	\$2,736	\$0
Total Maximum Liability	\$210,846	\$133,261	\$16,237	\$61,348

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

TOTAL BUDGET FY 2017-18	
PROGRAM FTE TOTAL	TOTAL PROGRAM COST
1.0 FTE Behavioral Health Therapist, .20 FTE County Services Manager, .20 FTE County Unit Supervisor	\$210,846

3. Role of the Collaborator:

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

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

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

4. Role of the County:

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

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

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

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

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

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

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

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

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

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

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

5. Exhibits

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

EXHIBIT A: CONFIDENTIALITY OF PATIENT INFORMATION

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

EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT

EXHIBIT D: CONSENT FORMS

6. Personnel

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

7. Payment Provisions

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

Period	FTE Total	Collaborator Maximum Total Annual Amount
FY 2017-2018	.50 FTE Behavioral Health Therapist	\$61,348.00 --1 st semi-annual payment of \$30,674.00 shall be invoiced on or about December 31, 2017. --2 nd semi-annual payment of \$30,674.00 shall be invoiced on or about June 30, 2018, if funding is approved by State and awarded to Collaborator

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

City of Seaside
Attn: Nancy Towne, Recreation Services Director
440 Harcourt Avenue
Seaside, CA 93955

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

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

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

8. Maintenance and Confidentiality of Patient Information

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

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

9. Modification

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

10. Termination

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

11. Termination due to Cessation of the CalGRIP Grant Funding

The services of the County Behavioral Health Therapist are contingent upon available CalGRIP funding. The County shall have the right to reduce or terminate services, upon three (3) days' written notice, in the event that CalGRIP grant funds are reduced or eliminated for any reason.

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

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

13. Assignment

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

14. General Provisions

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

15. Mutual Indemnification

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

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

16. Insurance

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

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

2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this MOU, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

3. Workers Compensation Insurance, if Collaborator employs others in the performance of this MOU, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

4. Professional Liability Insurance, if required for the professional service being profession regulated by the California Business and Professional Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for

malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the Collaborator shall, upon the expiration or earlier termination of this MOU, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this MOU.

b. Other Insurance Requirements. All insurance required by this MOU shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this MOU, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date Collaborator completes its performance of services under this MOU.

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

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

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

17. Cultural Competency and Linguistic Accessibility

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

meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

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

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

18. Notices

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

If to Collaborator, to:
City of Seaside
440 Harcourt Avenue, Seaside, CA 93955
Attn: Nancy Towne, Recreation Services
Director
Tel: 831-899-6745
Fax: 831-899-6227

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

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

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

The remaining of this page is intentionally blank.

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

COUNTY OF MONTEREY

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

Approved as to Form

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

Approved as to Fiscal Provisions

By: _____
Auditor-Controller's Office
Date: _____

Approved as to Liability Provisions

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

**COLLABORATOR
CITY OF SEASIDE**

Collaborator's Business Name*
By: _____
(Signature of Chair, President, or Vice-President)*
Craig Malin, City Manager
Name and Title

Date: _____

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

Deanne Hodgeson, Deputy City Manager - Administrative Services
Name and Title
Date: 4/20/17

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

EXHIBIT A: CONFIDENTIALITY OF PATIENT INFORMATION

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

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

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

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

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

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

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



Signature of Authorized Representative

9/23/17

Date

CITY OF SEASIDE

Business Name of Collaborator

Craig Malin, City Manager

Name of Authorized Representative (printed)

Title of Authorized Representative

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

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

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

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

Collaboration

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

Access

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

Culturally Competent Services:

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

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

Definitions for Cultural Competency

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

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

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

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

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

(Cross, Bazron, Dennis & Issacs, 1989)

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

(Randall David, 1994)

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

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

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

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

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

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



Signature of Authorized Representative

4/25/17

Date

CITY OF SEASIDE

Contractor (Organization Name)

Craig Malin

Name of Authorized Representative
(printed)

City Manager, City of Seaside

Title of Authorized Representative

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EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT

This Business Associate MOU ("MOU"), effective **July 1, 2017** ("Effective Date"), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and **City of Seaside** ("Business Associate") (each a "Party" and collectively the "Parties").

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

The Parties agree as follows:

1. DEFINITIONS

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

2. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Unless otherwise limited herein, Business Associate may:

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

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

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

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

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

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

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

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

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. TERMS AND TERMINATION

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

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

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

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

5. MISCELLANEOUS

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

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

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

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

If to Business Associate, to:
City of Seaside
440 Harcourt Avenue, Seaside, CA 93955
Attn: Nancy Towne, Recreation Services Director
Tel: (831) 899-6800
Fax: (831) 899-6274

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

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

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

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

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

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

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

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

**BUSINESS ASSOCIATE:
CITY OF SEASIDE**

By: _____

By: _____ 

Print Name: Elsa M. Jimenez

Print Name: Craig Malin

Print Title: Director of Health

Print Title: City Manager

Date: _____

Date: 4/22/17

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EXHIBIT D: CONSENT FORMS



Monterey County Behavioral Health

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

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

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

☐ My or my child's Monterey County Behavioral Health mental health provider

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

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

(name of person/entity)

for the following purpose(s): _____

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

☐ All health information pertaining to my or my child's medical history, mental or physical condition, assessment, and treatment received, including:

☐ Mental health information

☐ HIV test results

☐ Alcohol/drug treatment information

EXHIBIT D: CONSENT FORMS – CONTINUED

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

OR

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

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

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

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

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

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

Date:_____

Time:_____

Signature:_____
(name of client/representative)

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

Witness:_____

EXHIBIT D: CONSENT FORMS – CONTINUED



Monterey County Behavioral Health

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

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

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

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

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

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

EXHIBIT D: CONSENT FORMS – CONTINUED

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

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

OR

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

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

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

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

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

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

Date: _____

Time: _____

Signature: _____
(name of client/representative)

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

Witness: _____

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF SEASIDE AND THE VILLAGE PROJECT, INC.

This Memorandum of Understanding is made and entered into on July 1, 2017-December 2017 by and between the City of Seaside, (hereinafter "CITY"), and The Village Project, Inc. (hereinafter "TVP").

I. PURPOSE

This Memorandum of Understanding stands as evidence that CITY and TVP intend to work together toward the mutual goal of providing youth in the City of Seaside prevention and intervention services and strategies to prevent and decrease their involvement in gangs. Both parties believe the implementation of the Seaside Gang Reduction, Intervention and Prevention Program, as described in the CalGRIP grant, will further this goal. TVP agrees to comply with the terms of the grant, a copy of which is attached as Exhibit A and incorporated herein by this reference. Each party agrees to participate in the program, if selected for funding, by providing the services set forth in II. below.

II. RESPONSIBILITIES/TERM/FUNDING

1. CITY will contribute personnel to provide oversight to the Gang Reduction, Intervention and Prevention Program, coordinate activities among the participants, and attend the monthly meetings of the Blue Ribbon Panel/Coordinating and Advisory Council. The School Resource Officer will devote his/her time to the Resource Center during school holidays and summer months.
2. A TVP representative will attend the monthly Blue Ribbon Panel/Coordinating and Advisory Council meetings.
3. A TVP representative will also attend the monthly Multi-Disciplinary Team meetings.
4. TVP will provide approximately 200 hours of therapeutic services for Spanish speaking clients of the Youth Resource Center, at a cost of \$25,500 including counselor salaries, materials and grant match.

Counselor salary: \$90/hour x 260 hours = \$23,400

Materials: \$600

Grant Match: \$1,500

5. The grant performance period is January 1, 2017, through and including December 31, 2017.

6. The total cost is \$25,500. TVP will receive up to \$24,000 which will be covered by the CalGRIP grant. TVP will match the remaining \$1,500
7. TVP will submit invoices on a monthly basis
8. TVP will provide City with records as requested pertaining to the enrollment and completion of program participants.

III INDEMNIFICATION, NOTICES/TERMINATION/AUDIT AUTHORITY

1. This MOU may be terminated without cause by either party upon thirty (30) days written notice.

2. CITY shall indemnify, defend and hold harmless TVP, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

3. TVP shall indemnify, defend and hold harmless CITY, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

4. Should either party to this agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and 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.

5. Any notices under this agreement shall be sent to TVP or CITY by personal delivery, by electronic facsimile, or by certified mail, return receipt requested, postage prepaid in the United States Postal Service at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. The following names, titles, addresses and telephone numbers are designated by the parties:

Mel Mason
The Village Project, Inc.
1069 Broadway Avenue, Suite 201

Seaside, CA 93955

Craig Malin
CITY OF SEASIDE
City Manager
440 Harcourt Avenue
Seaside, CA 93955

6. TVP shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this MOU; the accounting and control systems shall be satisfactory to CITY. CITY and TVP' auditor shall be afforded access to the TVP' records, books, correspondence and other data relating to this MOU. TVP shall preserve these records, books, correspondence and other data relating to this agreement for a period of four (4) years after final payment, or for such longer period as may be required by law. In addition, TVP agrees to make said records, books correspondence and other data relating to this MOU available to CITY at CITY'S principle place of business upon seventy-two (72) hours advance written notice. CITY shall at all times have the right to inspect the work, services, or materials. TVP shall furnish all reasonable aid and assistance required by CITY for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve TVP from any obligation to perform said work or services strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

7. TVP shall provide CITY upon request, and/or upon completion of the program, with electronic files and copies of any documentation of program results to CITY at CITY'S principal of business.

8. The parties shall comply with all applicable federal, state and local laws and regulations in performing this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on _____.

CITY OF SEASIDE

By: 

Craig Malin
Its: City Manager

THE VILLAGE PROJECT, INC.

By: _____
Mel Mason
Its: Executive Director/ Clinical Director



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Scott Ottmar, Assistant Civil Engineer

DATE: May 4, 2017

SUBJECT: CONSIDER A RESOLUTION AUTHORIZING A CONTRACT WITH WALD, RUHNKE, & DOST ARCHITECTS LLP FOR AN AMOUNT NOT TO EXCEED FIFTY SEVEN THOUSAND TWO HUNDRED DOLLARS (\$57,200) IN COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR DESIGN OF ADA IMPROVEMENTS FOR THE SEASIDE BRANCH LIBRARY

PURPOSE

The purpose of this item is for the City Council to consider a resolution awarding a contract with Wald, Ruhnke, & Dost Architects, LLP for an amount not to exceed Fifty Seven Thousand Two Hundred Dollars (\$57,200) in Community Development Block Grant (CDBG) funds for design of American's with Disability Act (ADA) improvements to the Seaside Branch Library.

RECOMMENDATION

It is recommended that the City Council adopt a resolution awarding a contract with Wald, Ruhnke, & Dost Architects, LLP for an amount not to exceed Fifty Seven Thousand Two Hundred Dollars (\$57,200) in Community Development Block Grant (CDBG) funds for design of ADA improvements and authorizing the City Manager to execute the contract.

BACKGROUND

Built in 1974, the City of Seaside owns the current 10,000 square foot library building which is operated by the County of Monterey. Maintenance of the building is divided between the County and the City. The County is responsible for the day-to-day maintenance as well as for minor interior improvements including carpet, paint and furniture. The City is responsible for major building repairs including roof, heating and ventilation, electrical and plumbing.

In March of 2016, as part of the City's ADA Transition Plan, Disability Access Consultants

conducted an Accessibility Survey (Survey) of the Seaside Branch Library. The Survey identified various barriers to accessibility that need to be rectified. The nature of the barriers range from simple items such as changing door handles, to significant items, including complete reconfiguration of the restrooms, the entrance and exit doors, and the emergency paths of travel.

Because of limited funding, the design process will be performed incrementally so that a construction cost estimate can be developed prior to proceeding to the next step in the design. If construction cost estimates show budget is available, the next step in the design would be authorized by city staff. Based upon available Community Development Block Grant (CDBG) funds, the initial increment in the design scope of work is to correct accessibility barriers in the interior of the building, such as barriers to the public restrooms and the front entry, including the interior vestibule. The second step would be to remove barriers on the exterior, such as access barriers at the staff entrance and the emergency exits, and the associated paths of travel.

City staff solicited bids for the design of the library ADA improvements by issuing a Request For Qualifications (RFQ) on March 6, 2017. Solicitation occurred by directly notifying local architectural firms as well as the local chapter of the American Institute of Architects. The RFQ was also posted on the City of Seaside website.

On Monday, April 3, 2017, the City received one (1) proposal from the local firm of Wald, Ruhnke, & Dost. (WR&D) The proposal was evaluated for completeness and was evaluated on the firm's qualifications to perform the intended work. The proposal was evaluated on organization, staffing, related experience, management approach, local knowledge, and professional references.

The result of the evaluation concluded that WR&D is qualified to provide design services. The firm has successfully completed ADA improvements for the Monterey Public Library, Monterey County Government Center, Monterey County Historic Courthouse and a variety of locations at Sutter and Palo Alto Medical Foundation. It is recommended that the City Council adopt a resolution awarding a contract with Wald Ruhnke & Dost Architects, LLP for an amount not to exceed Fifty Seven Thousand Two Hundred Dollars (\$57,200) for design of ADA improvements and authorizing the City Manager to execute the contract.

ENVIRONMENTAL REVIEW

In accordance with Title 14, California Code of Regulations (CCR, Title 14), Chapter 3 "CEQA Guidelines," Article 20, Section 15378, the proposed action is not a project as defined by the California Environmental Quality Act (CEQA). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project.

FISCAL IMPACT

A budget of \$266,635 was included for the project in the fiscal year 2016/2017 capital improvement plan and is fully funded through the Community Development Block Grant

program. Therefore, there will be no impact to the General Fund.

ATTACHMENTS

1. Resolution
 2. Contract
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEASIDE CITY COUNCIL

AWARDING A CONTRACT WITH WALD, RUHNKE & DOST ARCHITECTS LLP FOR AN AMOUNT NOT TO EXCEED FIFTY SEVEN THOUSAND TWO HUNDRED DOLLARS (\$57,200) OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR DESIGN OF LIBRARY ADA IMPROVEMENTS FOR THE SEASIDE BRANCH LIBRARY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS, an Accessibility Survey was completed by Disability Access Consultant in March of 2016 for the Seaside Branch Library; and

WHEREAS, the Accessibility Survey identified needed improvements to meet minimum American's with Disability Act (ADA) accessibility requirements; and

WHEREAS, the City of Seaside is responsible for maintenance and improvement to the Seaside Branch Library; and

WHEREAS, the project was included in the fiscal year 2016/2017 capital improvement program with a budget of \$266,635 funded from the Community Development Block Grant program; and

WHEREAS, on April 3, 2017, a proposal was received from Wald, Ruhnke & Dost Architects LLP; and

WHEREAS, a review of the proposal submitted by Wald, Ruhnke & Dost Architects LLP concluded the firm is qualified to provide ADA design services; and

WHEREAS, it is appropriate to establish a 10% contingency of the contract value equal to \$5,700.

NOW, THEREFORE BE IT RESOLVED, that the City of Seaside City Council award a contract with Wald, Ruhnke & Dost Architects, LLP for an amount not to exceed Fifty Seven Thousand Two Hundred Dollars (\$57,200) for design of ADA improvements at the Seaside Branch Library and authorizing the City Manager to execute the contract.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute written amendments up to ten percent of the contract value with Wald, Ruhnke & Dost Architects LLP for potential changes in the scope of work such that the full value of the contract may not exceed \$64,200.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 4th day of May 2017 by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley E. Milton, City Clerk

CITY OF SEASIDE
AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
SEASIDE BRANCH LIBRARY-ADA IMPROVEMENTS

THIS AGREEMENT, is made and effective as of May ___, 2017, between the City of Seaside, a municipal corporation ("City") and Wald, Ruhnke & Dost Architects, a limited liability partnership, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

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

2. SERVICES

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

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit A**, 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 Fifty Seven Thousand Two Hundred Dollars (\$57,200) which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) The City Manager's contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract

amendments, that exceed the total threshold, which do not have City Council approval, shall be void.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. For liability arising out of professional services, Consultant shall indemnify, but have no duty to defend, City and any and all of its officials, employees ("Indemnified Parties") from and against liability for damages to the extent same are caused by any negligent act, error or omission of Consultant, its officers, agents, employees or sub consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in **Exhibit A** without the written consent of the Consultant.

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

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

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Seaside in connection with

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

(c) Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or sub consultant. Consultant further covenants that Consultant is not 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 study area and further covenants and agrees that Consultant and/or its sub

consultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property or the study area prior to the completion of the work under this Agreement.

16. NOTICES

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

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

To Consultant: Wald, Ruhnke & Dost Architects LLP
2340 Garden Road, Suite 100
Monterey CA 93940
Christopher Barlow, Principal

17. ASSIGNMENT

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

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of City's Request for Proposal, **Exhibit "B"** hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, **Exhibit "A"** hereto. Where a variance exists that is not agreed to by both parties in writing, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

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

23. CONFLICT OF INTEREST

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

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

24. ATTORNEY'S FEES AND COURT VENUE

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

Professional Design Services
Seaside Branch Library-ADA Improvements

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

CITY OF SEASIDE

CONSULTANT

By: _____
Craig Malin
City Manager

By: _____
Christopher Barlow
Principal

Date: _____

Date: _____

Exhibit A

April 3, 2017 (revised April 20, 2017)



2340 Garden Road
Suite 100
Seaside, CA
93940-5347
T: (831) 649-4642
F: (831) 649-3530
www.wrdarch.com

Scott Ottmar, P.E.
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Re: Proposal to provide Architectural Design Services for 'Second Phase' ADA Improvements at Seaside Branch Library
440 Harcourt Avenue, Seaside, CA 93940
WRD Project Number 17032.0

Dear Mr. Ottmar,

Thank you for allowing Wald, Ruhnke & Dost Architects, LLP (WRD) the opportunity to provide architectural and engineering services for the City of Seaside. This proposal and the attached Terms and Conditions set forth our understanding of the nature and scope of the services to be performed and the fees we will charge for this service, as well as outline the responsibilities of the parties involved to ensure that WRD services are performed under mutually agreeable objectives.

PROJECT DESCRIPTION

We understand that the goal of the Project is to develop ADA improvements to address deficiencies at the public restrooms, front entry and vestibule [Increment 1]. If budget allows, WRD will provide exterior enhancements to the sides and rear of the building [Increment 2]. The Library is to remain open during the entire Project. The basis of design will be the ADA Assessment Report for the facility developed by Disability Access Consultants. The design team will work closely with the City of Seaside to develop solutions that are in line with the City of Seaside's budgetary needs and construction standards.

SCOPE OF SERVICES

1. Increment 1 – Interior ADA

- Up to two (2) pre-submittal meetings with City of Seaside staff to review scope of project and applicable drawings for submittal for initial comments.
- Prepare Interior ADA Improvement drawings consisting of:
 - o Cover sheet
 - o Architectural site plan
 - o Overall Building floor plan
 - o Demolition plan
 - o Enlarged floor plans, as required
 - o Door and Hardware schedules and details (if required)
 - o Interior elevations at bathrooms
 - o Signage details (as required)
 - o Surface restoration plans
 - o Interior accessibility details
 - o Plumbing drawings and details (if required)
 - o Outline specifications

Exhibit A

- Submit Interior ADA Improvements Package to City of Seaside for review and comment.
- Attend (1) City of Seaside planning review meeting to review comments (if required).
- Respond to City of Seaside comments (as required).
- Provide interior plans, outline specifications and cost estimate.

2. Increment 2 – Exterior ADA

- Up to two (2) pre-submittal meetings with City of Seaside staff to review scope of project and applicable drawings for submittal for initial comments.
- Prepare Exterior ADA Improvement drawings consisting of:
 - o Cover sheet
 - o Architectural site plan
 - o Exterior elevations (at area of work)
 - o Exterior Signage details (as required)
 - o Surface restoration plans
 - o Exterior accessibility details
 - o Downspout disconnect details (if required)
 - o Outline specifications
- Submit Exterior ADA Improvements Package to City of Seaside for review and comment.
- Attend (1) City of Seaside planning review meeting to review comments (if required).
- Respond to City of Seaside comments (as required).
- Provide exterior plans, outline specifications and cost estimate.

3. Increment 3 – Permit Drawings

- Refine plans based on owner's input.
- Prepare construction documents consisting of:
 - o ADA improvement drawings as listed above
 - o Code information sheets and analysis
 - o Detailed specifications
- Provide 90% plans and specifications.
- Respond to owner comments and update drawings
- Provide 100% plans and specifications.
- Submit plans to the City of Seaside Building Department for approval.
- Provide a Final cost estimate.
- Respond to plan check comments, as required.
- Assist City of Seaside in preparing construction documents and drawings for bidding

4. Increment 4 - Bid and Construction Support Services

- Provide City of Seaside with written responses to bidder's inquiries, as required.
- Attend one (1) pre-bid meeting.
- Assumed Construction Phase duration – 2 months
- Attend pre-construction meeting and bi-weekly construction progress meetings
- Respond to contractor Requests for Information (RFI's)
- Review contractor submittals
- Assist City of Seaside in preparing Contract Change Orders

Exhibit A

WRD# 17032.0
Proposal for ADA Upgrades
Seaside Public Library
April 3, 2017 (rev. April 20, 2017)
Page 3 of 5

- Assist contractor in preparing Punch list and final walkthroughs
- Prepare as-built drawings based on the Contractors markups

FEE

1. INCREMENT 1 – INTERIOR ADA

Architectural	\$ 8,775
Plumbing Engineering	\$ 3,450
Cost Estimating	\$ 4,025
SUBTOTAL:	hourly not to exceed \$ 16,250

2. INCREMENT 2 – EXTERIOR ADA

Architectural	\$ 5,088
Plumbing Engineering	\$ 1,387
Cost Estimating	\$ 4,025
SUBTOTAL:	hourly, not to exceed \$ 10,500

3. INCREMENT 3 – PERMIT DRAWINGS

Architectural	\$ 14,725
Plumbing Engineering	\$ 3,450
Cost Estimating	\$ 4,025
SUBTOTAL:	hourly, not to exceed \$ 22,200

4. INCREMENT 4 - BID AND CONSTRUCTION PHASE

Architectural	\$ 6,525
Plumbing Engineering	\$ 1,725
SUBTOTAL:	hourly, not to exceed \$ 8,250

TOTAL (ALL INCREMENTS):	hourly, not to exceed \$ 57,200
--------------------------------	--

ADDITIONAL SERVICES AND EXPENSES

Additional services can be provided at our billable rates in effect at the time services are rendered. (See attached rate sheet for our current rates.)

EXCLUDED ITEMS

Services other than identified above
Accessibility or survey work beyond boundary identified in RFP
Access control systems and interface with exiting hardware
Archaeological survey
California Access Specialist [CAsp] surveys and/or reviews
Civil Engineering
Construction Management (C.M.) services
Electrical Engineering & Exterior Lighting Design
Fire alarm and fire sprinkler design and considerations
Geotechnical (soils) report and engineering
Government agency fees
Hazardous materials mitigation (testing only)
Historic review and considerations
Landscape design
LEED administration and processing

Exhibit A

WRD# 17032.0
Proposal for ADA Upgrades
Seaside Public Library
April 3, 2017 (rev. April 20, 2017)
Page 4 of 5

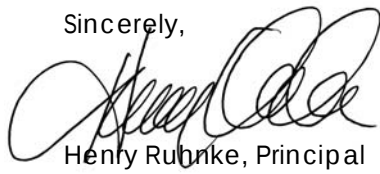
Mechanical engineering (plumbing only)
More than three (3) cost estimates – cost estimates are to be provided at the end of each design Increment
Signage beyond minimum required ADA signage
Special inspections and testing
Survey work, including topographical surveys
SWPPP documentation and considerations
Structural engineering (including retaining wall design)

AGREEMENT TERMS

Terms and Conditions shall be based on mutually agreed upon Professional Services Agreement from City of Seaside On-Call Agreement which will become effective upon proceeding with the Scope of Work. Hourly rates for Architectural Services are included in Fee Schedule below.

If you have any questions, please contact Christopher Barlow at 831-649-4642.

Sincerely,



Henry Ruhnke, Principal
Wald, Ruhnke & Dost Architects, LLP

Approved by:

Client

cb
Attachments

Date

Exhibit A

WRD# 17032.0
Proposal for ADA Upgrades
Seaside Public Library
April 3, 2017 (rev. April 20, 2017)
Page 5 of 5

Effective January 1, 2017

Fee Schedule

Office Personnel Hourly Rates:

Principals	\$210 - 230
Project Architects/Managers	\$170 - 180
Construction Managers	\$155 - 170
Job Captains	\$140 - 150
Interior Designers	\$135 - 150
CAD Technicians	\$120 - 135
Administrative Assistants	\$ 70 - 95

Specialty Services Hourly Rates:

Expert Witness	\$300
Architectural Photography	\$150

Reimbursable Expenses:

Travel

Mileage	Current Federal Rate +15%
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In House Charges

B&W prints/copies - Letter/Legal	\$ 0.17 per page
B&W prints/copies - Ledger	\$ 0.55 per page
Color prints/copies - Letter/Legal	\$ 0.75 each
Color prints/copies - Ledger	\$ 1.60 each
Fax Charges	\$ 0.50 per page
Comb Binding /Binders	\$ 4.00 each

Printing & Plotting

Bond 24" X 36"	\$ 2.75 per sheet
Bond 30" X 42"	\$ 4.00 per sheet
Color 24" X 36"	\$ 7.75 per sheet
Color 30" X 42"	\$10.50 per sheet

Scanning

8½" X 11" - Letter/Legal	\$ 0.50 per sheet
11" X 17" - Ledger	\$ 0.50 per sheet
24" x 36"	\$ 8.50 per sheet
30" x 42"	\$12.50 per sheet

Other Charges

Consultant charges are billed at cost, plus fifteen (15%) percent.

Outside reproduction charges, government agency fees, postage, phone charges, travel, and related reimbursable expenses are billed at actual face value of the invoice, plus fifteen (15%) percent.

Staff travel time is billed at the office personnel hourly rates.

Fees subject to change

REQUEST FOR PROPOSAL
FOR PROFESSIONAL DESIGN SERVICES
SEASIDE BRANCH LIBRARY-ADA IMPROVEMENTS
550 HARCOURT AVENUE

PROPOSALS DUE APRIL 3, 2017
CITY OF SEASIDE

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I INTRODUCTION

The City of Seaside is soliciting proposals from qualified firms to design improvements to remove access barriers in conformance to American's with Disability Act (ADA) requirements at the Seaside Branch Library, County of Monterey, herein referred to as "the Project." Funding for the design and construction comes from the Community Development Block Grant (CDBG) program administered by Housing and Urban Development (HUD) under the Federal Housing Administration. The selected consultant must be familiar with preparing construction bid documents utilizing federal funds. The selected consultant shall perform the tasks specified in the "Scope of Work" section of the Request for Proposal (RFP). The consultant is encouraged to suggest additions or modifications to the scope that will enhance or clarify the Project and the suggestions should be incorporated into the proposal.

II BACKGROUND

Built in 1974, the City of Seaside owns the 10,000 square foot building which is operated by the County of Monterey. In 2014, the City began a multiphase effort for constructing ADA enhancements, starting with exterior improvements to the front ramp, railing and parking spaces. In March of 2016, an ADA assessment of the Library was conducted by Disability Access Consultants to identify remaining access barriers. The goal of the Project is to develop a second phase of ADA improvements to address deficiencies at the public restrooms, front entry and vestibule, and, if budget allows, finish exterior enhancements to the sides and rear of the building. The Library shall remain open during Project construction.

III SCOPE OF WORK

The Seaside Branch Library requires upgrades to the public restrooms, and front entry way including the vestibule. If budget permits, the Project will include exterior improvements to the sides and rear of the building. The project shall include designing and cost estimating for these improvements, attending meetings for plan reviews, permit applications and approvals, bidding and construction assistance, and effective project design management. Specifically the scope of work includes:

1. Review the ADA Access Report dated March 25, 2016 by Disability Access Consultants attached hereto as Attachment B1. Develop a general familiarity with the Seaside Branch Library, with special attention paid to the building entrance including the vestibule, the public restrooms and the exterior paths of travel from the side and rear of the building. Perform additional investigations including field investigations and survey work, as may be required to determine existing conditions.
2. Prepare 30%, 60%, 90% and 100% plans, specifications and cost estimate (PS&E) to address deficiencies for the Project as shown as Scope of Work "base" in Attachment B2. Project. Submit to City staff for review. Depending upon cost estimate, additional scope

may be assigned for design of items identified under the Scope of Work as “Alt1” or “Alt2” in Attachment B2.

3. Plans and specifications shall specifically address “base” items identified in attachment B2. Selected consultant may propose alternative recommendations to address the deficiencies.
4. Plans and specifications shall meet requirements of Chapter 11-B of the 2013 California Building Code and Federal Americans with Disabilities Act.
5. Provide project support during the bid phase.
6. Provide project support during the construction phase.
7. Provide project status reports that accurately communicate budget and schedule to city staff in a timely manner.

IV FORM AND CONTENT OF PROPOSAL AND COST PROPOSAL

Proposals shall consist of responses to the questions below. Please clearly label answers when submitting separate answers to any questions. The questions must be completely addressed in the text of proposal and be presented in the order indicated. The submissions are subject to a page limitation of fifteen (15) written pages in twelve-point font. You are also requested to enclose certain information as exhibits, which will not count against the page limit. You may attach additional information as exhibits (which also will not count against the page limit); however, responses to questions must be answered within the specified page limit. The City makes no assurances that any non-requested additional information in exhibits will be reviewed. Consultants are encouraged not to submit lengthy and overly wordy proposals.

Proposers must have a minimum of two (2) years of professional experience in designing ADA improvements; shall have completed a minimum of two (2) projects for public agencies; and shall have demonstrated experience of similar scope projects. Consultant must employ qualified individuals who are licensed and/or otherwise qualified in the following disciplines:

1. Certified Access Specialist (CASP)
2. Licensed surveyor

Questions:

1. Name of Proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.
2. Brief description and history of the firm.
3. Description of the team assigned to handle the proposed assignments, including the role of each member, percentage of total work each member is expected to contribute, office

Exhibit B

Request for Proposal-Architectural Services Seaside Branch Library ADA Improvements

location of each member and specific relevant experience. Please enclose resumes of each assigned team member as an exhibit to your proposal.

4. Describe the services and activities as they relate to the proposed scope of service that your firm proposes to provide to the City for this project. Provide a clear and concise detailed scope of work tied to the proposed schedule, below. Indicate deliverables submitted at each milestone.
5. Provide a schedule showing phases and major benchmarks in the scope of work. Allow two weeks for each submittal review in the proposed schedule. Additionally, a progress meeting should be held to correspond immediately after City review of each submittal.
6. Provide as exhibits, listings of your proposed team's experience involving similar project work.
7. Enclosed for your review is a copy of the City's Draft contract, which stipulates insurance requirements. Please respond whether your firm has insurance or can acquire insurance, which meets our minimum standards.
8. Please provide three professional references. Only use public agencies that your firm or its principals have provided services for within the past five years.
9. Provide the cost proposal in a separate, sealed envelope. Cost proposal shall include all items of the Scope of Work as they pertain to deficiencies categorized as "Base" within Exhibit B. Provide your proposed hourly fees by job classification and billing criteria for providing the services described in this RFP. See below for instructions on how to submit cost proposal by email.

V QUESTIONS AND ADDENDA

Please direct any questions regarding this RFP, including any request for the City of Seaside to issue a formal written clarification or correction of a discrepancy or an omission in this RFP, **via email** to Mr. Scott Ottmar, P.E. at sottmar@ci.seaside.ca.us by the due date specified in the RFP Schedule of this RFP. Emails with questions related to this RFP should include, "Question Regarding Library ADA Improvements," in the subject line so they can be readily identified as a question related to this RFP.

Any request for a formal written clarification or correction of a discrepancy or an omission in this RFP must be received by the City of Seaside by the due date for written (email) questions specified in the RFP Schedule section of this RFP. Any City of Seaside response to such a request will be made in the form of an addendum to this RFP and will be sent by e-mail or faxed to all parties to whom this RFP has been issued prior to the proposal due date. All addenda shall become part of this RFP.

VI SUBMITTAL OF PROPOSALS

Please submit either one (1) electronic copy in PDF format of your Proposal and separate Cost Proposal (with password protection) via email to sottmar@ci.seaside.ca.us or mail a flash/thumb drive to the address below; or mail four (4) hard copies of your Proposal (only one copy of Cost Proposal required) to the City of Seaside's offices not later than 5:00 p.m. Pacific Time on Monday, April 3, 2017, addressed as follows:

Scott Ottmar, P.E.
Seaside Branch Library ADA Improvements
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6825

Proposals and Cost Proposals received by the City of Seaside after this deadline will not be accepted. Proposals will not be accepted if submitted by FAX. Emailed submissions cannot contain zipped files or file attachments larger than 5 Mbytes. It is incumbent upon the proposer to ensure that email transmissions are received at the email address listed above.

All material submitted in accordance with this RFP becomes property of the City of Seaside and will not be returned.

VII EVALUATION PROCESS

Agency staff will review each proposal for completeness and content. Each proposal will be evaluated based upon the relevant qualifications and experience of the consultant. Staff may conduct interviews if necessary, or may complete its evaluation based on the proposals alone. References will also be verified. The proposal review will focus upon the following criteria:

1. *Organization*: Does the firm offer the breadth and quality of services required for the types of services listed in the Scope of Work?
2. *Staff*: Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience, and professional qualifications?
3. *Experience*: Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein?
4. *Professional Standing*: Are the firm's references from past clients and associates favorable? Are deliverables submitted on time and within budget?
5. *Proposal*: Organization, presentation, and content of proposal. Conformance to the specified proposal format.
6. *Responsiveness*. Ability to perform services in the City of Seaside at a fair and reasonable cost. Ability to respond to request for service in a timely manner.

Exhibit B

Request for Proposal-Architectural Services
Seaside Branch Library ADA Improvements

Proposals will be ranked on the basis of qualifications. If interviews are conducted, firms selected for interview will be contacted at that time to arrange the date and time for their interview.

VIII SELECTION PROCESS

Based on staff recommendation, City Council or city staff will consider approval of consultant(s). One firm may be selected or it may be determined that no proposal exhibits adequate qualifications. Therefore, consultant(s) may or may not be called upon by the City of Seaside to provide services.

IX RFP SCHEDULE

The anticipated schedule for this RFP process is as follows:

City of Seaside Release RFP	March 6, 2017
Written (email) Questions Due to City of Seaside	March 17, 2017
Responses to Questions Posted by City of Seaside	March 24, 2017
Proposals Due to City of Seaside	April 3, 2017
Identification of Top-Ranked Firm by City	April 14, 2017
Negotiations with Top-Ranked Firm	April 14-21, 2017
Approval of Selection and Contract by City Council	May 4, 2017
Execute Contract/Notice to Proceed	May 5, 2017

X ACCEPTANCE OR REJECTION OF PROPOSAL

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

XI GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFP process, the City of Seaside will select a Consultant with which to enter into negotiations for the assignments described. The selected Consultant shall enter into contract negotiations with the City of Seaside in substantial conformity with the selected proposal and the form of the Consultant Agreement, which is contained in Attachment A.

XII INSURANCE REQUIREMENTS

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

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

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

XIII EXAMINATION OF PROPOSED MATERIAL

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

XIV PUBLIC NATURE OF PROPOSAL MATERIAL

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

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

XV DISQUALIFICATION

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

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

XVI NON-CONFORMING PROPOSAL

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

XVII PROHIBITION OF GIFTS

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

XVIII NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

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

XIX ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to this RFP process:

- A. It is anticipated that the award of the Agreement resulting from the RFP shall include terms and conditions similar to those referenced in the City of Seaside's Standard Consultant Agreement, attached. Exceptions proposed by the Consultant, if any, to the terms and conditions included in the City of Seaside's Standard Consultant Agreement should be included in the proposal. The City of Seaside reserves the right to consider any proposal exceptions during its evaluation of the acceptability of a proposal.
- B. This RFP does not commit the City of Seaside to pay any costs incurred in the submission of the proposal or in making any necessary studies or analysis in preparation of submission of the proposal.
- C. The City of Seaside reserves the right without limitation to:
 - 1. Enter into an agreement with another Consultant in the event that the originally selected Consultant defaults or fails to execute an agreement with the City of Seaside;
 - 2. Modify and re-issue the RFP;
 - 3. Take action regarding the RFP as may be deemed to be in the best interest of the City of Seaside.
- D. The City of Seaside reserves the right to verify any information provided during the RFP process. The City of Seaside may contact references listed or any other person known to have contracted with Consultant.
- E. An agreement shall not be binding or valid with the City of Seaside unless and until it is executed by authorized representatives of the City of Seaside and of the Consultant.
- F. While it is the intent of the City of Seaside to proceed with this project, this solicitation does not obligate the City of Seaside to enter into an Agreement. The City of Seaside retains the right to cancel this RFP at any time should the project be cancelled, the City of Seaside loses the required funding, or it is deemed in the best interest of the City of Seaside. No obligation either expressed or implied, exists on the part of the City of Seaside to make an award or to pay any cost incurred in the preparation or submission of an RFP.

Exhibit B

Request for Proposal-Architectural Services
Seaside Branch Library ADA Improvements

- G. Failure to execute the agreement within the time frame identified above shall be sufficient cause for voiding the award.
- H. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the selected respondent refuses or fails to execute the Agreement, the City of Seaside may award the contract to the next qualified highest ranked Respondent.

XX. ATTACHMENTS

- Exhibit A: Draft Professional Services Agreement
- Exhibit B: Portions of ADA Access Report by Disability Access Consultants
- Exhibit C: Site Plan
- Exhibit D: Partial Floor Plan

EXHIBIT C
CITY OF SEASIDE
AGREEMENT FOR CONSULTANT SERVICES

INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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

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

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

Exhibit C
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Professional Design Services

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

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

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

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

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

Exhibit C
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Professional Design Services

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

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

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any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: David Little, Building Official

DATE: May 4, 2017

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING A CONTRACT
EXTENSION WITH CSG CONSULTING FOR REMAINING
BUILDING INSPECTION SERVICES FOR FISCAL YEAR 2016-17
FOR AN AMOUNT NOT TO EXCEED \$22,000 FROM PREVIOUSLY
ALLOCATED FUNDS**

PURPOSE

That the City Council authorize the City Manager to execute a contract extension for a not to exceed amount of \$22,000 for building inspection services through the end of Fiscal Year 2016-17 with funds previously budgeted and allocated.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to extend the contract amount, allowing Building Inspection Services performed by CSG to continue through the fiscal year 2016-17.

BACKGROUND

CSG Consulting has provided Building Department Services for the City of Seaside for many years allowing building inspections to continue without interruption as a result of limited staff. Prior to the retirement of the former Building Official, CSG provided various department services including plan checking and Real Property inspections. Dependency upon contracted services increased between May and December of 2016 as the City was without a full-time Building Official. An initial contract with CSG was executed in the amount of \$20,000 from \$90,000 allocated in the fiscal year 2016-2017 budget for contracted services. With the recruitment of a full-time Building Official in December 2016 the process of reducing contracted services included the following changes in services previously performed by CSG Consulting:

- Contracted inspection services reduced from (4) days per week to (2) days per week.
- Permit counter staff cross trained to review and approve all residential solar plan submittals thereby reducing contracted services and expediting the approval process.
- All building plan checking services performed by city staff.
- All Real Property inspections performed by code enforcement staff.

Although the Building Department has greatly reduced the overall dependency upon contracted services, the current staff level requires an additional qualified person to perform inspections in order to safely operate. Using the current model of \$90/hr, the projected cost is \$20,000 through June 30, 2017. Not to exceed \$22,000. This is an extension of the original contract amount of \$20,000, for a total contract amount not to exceed \$42,000.

FISCAL IMPACT

The proposed contract extension does not impact the General Fund as it utilizes funds previously allocated in the budget for CSG contracted services. Therefore it allows funds to be used for the intend purpose.

ATTACHMENTS

1. Inspection Services Agreement
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

**PROFESSIONAL SERVICES AGREEMENT
ON-CALL PLAN REVIEW AND BUILDING INSPECTION SERVICES
FISCAL YEAR 2016/17**

THIS AGREEMENT is made and entered into this ____ day of July, 2016 by and between the CITY OF SEASIDE, a municipal corporation, hereinafter called "City", and CSG Consultants, Inc., hereinafter called "Consultant".

WHEREAS, City has determined that it is in the public interest to proceed with the work, hereinafter described as "Project"; and

WHEREAS, City has determined that the Project involves the performance of professional and technical services of a temporary nature; and

WHEREAS, the City desires to engage the Consultant, and the Consultant agrees, to render certain technical advice and professional services to the City, as necessary.

THEREFORE, City and Consultant, for the consideration hereinafter described, mutually agree as follows:

1. **Description of Project.** The project is described as follows:

Provide Plan Review and Building Inspection Services in accordance with the Proposal to the City of Seaside for Plan Review and Building Inspection Services attached as Exhibit A.

2. **Proposal Submittal.** The parties hereto mutually agree that the following documents and any addenda thereto are herewith by reference included in this contract as Exhibit A.
3. **Scope of Work.** Consultant's scope of work is described in the proposal, Exhibit A, attached hereto and incorporated herein by this reference:

Services during the period from July 21, 2016 ending on June 30, 2017.

4. **Scope of Work--Additional.** It is understood by City and Consultant that it may be necessary, in conjunction with the Project, for Consultant to perform or secure the performance of consulting and related services other than those set forth in the proposal. If additional services are requested by City, Consultant shall advise City in writing of the need for additional services and the cost and estimated time to perform the services. Consultant shall not proceed to perform any such additional service until City has determined that such service is beyond the scope of the basic services to be provided by Consultant and has given its written authorization to proceed. Written approval for performance and compensation for additional services may be granted by the City Manager, or his or her designee. Except as hereinabove stated, any additional service shall require a written amendment to this agreement and shall be subject to all the provisions of this agreement.

5. **Authority of the Building Official.** The Consultant shall perform all necessary services provided under the contract and outlined in the proposal and shall do, perform, and carry out said work in a satisfactory and proper manner as determined by and to the satisfaction of the City's representative, the Building Official. The City Manager, or his or her designee reserves the right to make changes, additions or deletions, of the scope of work as deemed to be necessary or advisable to implement and carry out the purposes of the contract. The City Manager, or his or her designee is authorized to execute the amendments.
6. **Responsibility of Consultant.** By executing this agreement, Consultant represents and states to City that they possesses or will arrange to secure from others all necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this agreement. Consultant further agrees to follow the current generally accepted practices of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this agreement.
7. **Independent Contractor.** The parties to this agreement agree that Consultant, his employees, agents and sub consultants, shall be independent contractors with regard to the providing of services under this agreement and that Consultant's employees, agents and subcontractors shall not be considered to be employees or agents of City for any purpose and will not be entitled to any of the benefits City provides for its employees.
8. **Materials and Equipment.** Consultant shall furnish at his own expense all materials and equipment necessary to carry out the terms of this agreement.
9. **Digital Files.** Consultant shall furnish copies of all deliverables on compact disks (for example, plans, specifications and cost estimates) in digital format. Files shall be compatible with the current versions used by the City of Seaside and shall be in Word, Excel, AutoCAD, or appropriate software that is the industry standard for the application.
10. **Employment of Personnel.** Consultant shall provide experienced and qualified personnel to carry out the work to be performed by Consultant under this agreement and shall be responsible for and in full control of the work of such personnel. Notwithstanding the foregoing, City reserves full approval rights over the choice and continued service of Consultant's proposed personnel.
11. **Time of Performance.** Subject to the limitation herein, the Consultant agrees to perform the work and services in accordance with the proposal. The service of the Consultant is to commence upon receipt of a notice to proceed issued by the City Manager, or his or her designee, and shall be undertaken and completed in such a sequence as to assure their expeditious completion in light of the purpose of the contract.
12. **Compensation.** Subject to the limitation herein, the Consultant agrees to perform the work and services specified and outlined in the proposal for the Contract Amount Maximum Not to Exceed unless specifically authorized by a written contract amendment prior to the commencement of any additional work. The total Contract Amount Maximum Not to

Exceed for this contract is TWENTY THOUSAND DOLLARS (\$20,000.)

13. **Prevailing Salaries.** If the Consultant hires employees, salaries for the various worker classifications to be utilized in the performance of this contract shall be paid equal to or greater than the salaries prevailing in the locality of the work.
14. **Audit Authority.** Consultant shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this agreement; the accounting and control systems shall be satisfactory to the City. Upon five (5) business day's written notice, the City and the City's auditor shall be afforded access to the Consultant's records, books, correspondence and other data relating to this agreement. The consultant shall preserve these records, books, correspondence and other data relating to this agreement for a period of four (4) years after final payment or for such longer period as may be required by law. In addition, Consultant agrees to make said records, books correspondence and other data relating to this agreement available to City at City's principal place of business upon five (5) days written notice. The City Manager, or his or her designee, shall at all times have the right to inspect the work, services, or materials. Consultant shall furnish all reasonable aid and assistance required by City for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve Consultant from any obligation to perform said work or services strictly in accordance with the specifications or any modifications thereof and in compliance with the law.
15. **Assignment.** Consultant shall not assign any duties, responsibilities or obligations without prior written consent of the City.
16. **Indemnification**
 - a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services to the fullest extent permitted by law, Consultant shall indemnify protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties"), from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant its officers, agents, employees or sub consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that described above under "Description of the Project" without the written consent of the Consultant.
 - b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulator proceedings, losses,

expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), to the extent that they arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-consultants of Consultant.

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

17. **Insurance.** Prior to the beginning, and throughout the duration, of the work, CONSULTANT will maintain insurance in conformance with the requirements set forth below. CONSULTANT will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to CITY. CONSULTANT shall provide the following types and amounts of insurance:

- 1) Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the equivalent approved by the City. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregates.
- 2) Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- 3) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the equivalent approved by the City. Limits shall be no less than \$1,000,000 per accident, combined single limit. If CONSULTANT owns no vehicles this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT'S employees use personal autos in any way on this project CONSULTANT shall obtain evidence of personal auto liability coverage for each such

person.

- 4) Errors and Omissions Liability CONSULTANT shall provide evidence of professional liability insurance on a policy form appropriate to consultant's profession. Limits shall be no less than \$1,000,000 per claim.

Certificates of Insurance and Endorsements. The Consultant will file a certificate of insurance and endorsement naming the City as additional insured with the City within fifteen [15] days of execution of this agreement and prior to engaging any operation or activities set forth in this agreement. The insurance maintained by the contractor shall be primary and non-contributory and any coverage maintained by the City of Seaside shall not be expected to contribute to any claims arising from the work of this contract. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by insurance company or insured during the term of this contract shall occur without thirty [30] days written notice to City prior to the effective date of such cancellation or change in coverage.

18. **Compliance with Laws, Rules, and Regulations.** Services performed by Consultant pursuant to this agreement shall be performed in accordance with full compliance to all applicable Federal, State, or City statutes and any rules or regulations promulgated thereunder.
19. **Inspection of Work.** The City representative or his/her designee shall at all times have the right to inspect the work, services or performance of Consultant. Consultant shall furnish all reasonable aid and assistance required by City for proper examination of the work or services. Such inspection shall not relieve Consultant of any obligation to perform said services in accordance with the law or this agreement.
20. **Waiver.** Consultant agrees that any waiver by City of any breach or violation of any term or condition of this agreement shall not be deemed to be a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by City of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this agreement.
21. **Attorney's Fees and Court Venue.** Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and 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.
22. **Notices.** All notices herein provided to be given, or which may be given by either party to the other, shall be considered fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

City of Seaside
Building Official
440 Harcourt Avenue
Seaside, CA 93955

CSG Consultants, Inc.
Cyrus Kianpour, P.E., PLS
550 Pilgrim Drive
Foster City, CA 94404

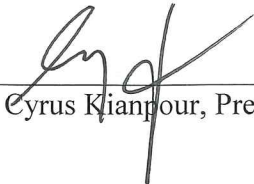
23. **Non-discrimination.** During the performance of this project, Consultant will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex or age. Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, national origin, sex, or age.
24. **Interest of Consultant.** Consultant declares that he presently has no interest and shall not acquire any interest, direct or indirect, Financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further declares that in the performance of this agreement no subcontractor or person having such interest shall be employed. Consultant certifies that if he hires any employees that no one who has or will have any financial interest in this agreement is an officer or employee of City. It is expressly agreed that in the performance of the services hereunder Consultant shall at all times be deemed an independent contractor and not an agent or employee of City.
25. **Termination of Contract.** This agreement may be terminated by either party upon thirty [30] days written notice to the other party. In the event of such termination, City shall pay Consultant for all services performed to the satisfaction of City to the date of receipt of notice of termination. An itemized statement of the work performed to the date of termination shall be submitted to the City. In ascertaining the services actually rendered hereunder up to the date of termination of this agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the City or in the possession of the Consultant.
26. **Ownership of Documents.** Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant.
27. **Jurisdiction.** This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in California. If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null insofar as it is in conflict with said laws, but the remainder of the agreement shall continue to be in full force and effect.
28. **Integrated Agreement.** This agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This agreement may not be modified or altered except by amendment in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement the day and year first above written.

CITY OF SEASIDE
"City"

CSG CONSULTANTS, INC.
"Consultant"

By _____
Craig Malin City Manager

by  _____
Cyrus Kianpour, President

PROPOSAL TO THE

City of Seaside

FOR

Plan Review and Building Inspection Services

PREPARED BY

CSG Consultants, Inc.

May 2, 2016

550 Pilgrim Drive | Foster City, CA 94404
Phone (650) 522-2500 | Fax (650) 522-2599 | www.csgegr.com
Foster City • Sacramento • Santa Ana • Newman • Pleasanton



Exhibit A

This proposal is printed double-sided on 50% post-consumer content recycled paper to minimize paper consumption.

CSG Consultants, Inc. is a Certified Green Business through the Bay Area Green Business Program. With this certification, CSG is recognized as an environmental leader—meeting higher standards of environmental performance in conserving natural resources, reducing waste, preventing pollution, and using energy and water efficiently.

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Exhibit A

This document is formatted for double-sided printing.

Letter of Introduction

SECTION

1

May 2, 2016

Building Official
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

RE: Proposal for Plan Review and Building Inspection Services

CSG Consultants, Inc. (CSG) is pleased to present this proposal for plan review and building inspection services to the City of Seaside (City). Our firm brings specialized expertise, convenient proximity, knowledgeable and highly competent staff, and an existing, successful working relationship with the City—performing in-house and outside plan review, inspection, as well as code enforcement services.

We understand the City is seeking a consultant on an as-needed basis to provide plan review and inspection services. CSG can readily provide these services with the employees identified in this proposal, and no subconsultants will be utilized. All proposed CSG staff are registered, ICC certified, with additional qualifications including LEED, DSA, and CASp experience and certification. Many of our proposed staff members are cross-trained in multiple service levels, providing our clients with increased efficiency as well as the ability to provide on-call staffing depending upon the City's fluctuating needs. In addition, our staff is very familiar with building and development issues in the City of Seaside and the surrounding Monterey Bay area. Included in our proposal are a summary of our proposed staff's qualifications, as well as their detailed resumes. Due to the volume of these resumes, we have provided them for reference in **Section 6**.

CSG currently furnishes building and safety, public works, planning, fire prevention, code enforcement and other municipal services to over 150 clients including many neighboring communities. We perform work solely for public agencies, eliminating the potential for conflicts of interest. In this way, we can focus exclusively on the specific needs of our municipal clients.

Our corporate office is in Foster City and, with a reasonable lead time, we can be available for meetings at City Hall when requested. John LaTorra, Project Manager, will serve as the primary contact for this contract. His contact information is as follows and his detailed resume is provided on the subsequent page as per the RFP requirement.

John LaTorra, Regional Manager / Project Manager
550 Pilgrim Drive, Foster City, CA 94404
phone (650) 522-2500 | fax (650) 522-2599 | cell (650) 208-4264
johnl@csgengr.com

Please feel free to contact Mr. LaTorra with any questions or comments you may have regarding our proposal. We look forward to the opportunity to continue to provide building services to the City of Seaside.

Sincerely,

Doug Rider, CBO
Building Services Manager, CSG Consultants, Inc.



John LaTorra

Regional Building & Life Safety Manager



EDUCATION

Bachelor of Science, Aeronautical Operations
San Jose State University
| San Jose, CA

PROFESSIONAL AFFILIATIONS

ICC (Governmental & Honorary Memberships)
California Building Officials
| CALBO
International Association of
Plumbing and Mechanical Officials
| IAPMO
National Fire Protection Association
| NFPA
International Association of Electrical Inspectors
| IAIE
American Society of Plumbing Engineers
| ASPE

Mr. LaTorra serves as a Regional Building & Life Safety Manager for CSG and manages multiple assignments, including supervising contract inspectors in a number of jurisdictions and assisting clients with building department administration for their clients. He has served as Building Inspection Manager in Redwood City, supervising daily inspection activities performed by both contract and city staff. In addition, Mr. LaTorra has been instrumental in the creation of both ICBO (former agency prior to ICC) and IAPMO certification programs.

Mr. LaTorra has over 40 years of municipal inspection and building code experience. In addition, Mr. LaTorra has over 36 years of teaching experience, focusing on building, energy, solar, mechanical and plumbing issues. He has served as an instructor at the College of San Mateo and San Jose State University, overseeing the Building Technology Programs for both institutions.

As a code professional and industry advocate, Mr. LaTorra has served on numerous code development, product evaluation, technical panels and specialized committees; including the Drafting, Public Hearing and Code Development Committees for the development of the first International Building and Plumbing Codes.

As an Honorary Member of ICC and the Peninsula and Monterey Bay Chapters, Mr. LaTorra brings a wealth of building industry knowledge. His regulatory practice coupled with extensive local and national public service experience involves the presentation of building safety principles and application of regulatory practices.

Mr. LaTorra was named the Building Official of the Year by the County Building Officials Association of California as well as the Peninsula Builders Exchange, Educator of the Year by CALBO and inducted into the CALBO Hall of Fame in 2008.

Firm Information and Qualifications

SECTION

2

FIRM OVERVIEW

CSG Consultants, Inc. (CSG) is a California company with its corporate office located in Foster City. Additional support is available from our other offices in Sacramento, Newman, Pleasanton, and Santa Ana. Founded in 1991, *CSG performs work solely for public agencies*, eliminating the potential for conflicts of interest. In this way, we can focus exclusively on the specific needs of our municipal clients. CSG provides a wide range of services to community development and public works departments, often serving as a seamless extension of City staff.

The majority of the 250+ individuals within our firm have provided public agency services throughout their entire careers. Our talented personnel bring a wealth of ideas and experiences having held similar positions with communities facing the same development issues as the City of Seaside. Depending upon the needs of our clients, we can serve in either a project-specific or on-call staff augmentation capacity.

NAME OF FIRM: CSG Consultants, Inc.

PROJECT CONTACT: John LaTorra, Regional Manager

CORPORATE OFFICE: 550 Pilgrim Drive, Foster City, CA 94404
(650) 522-2500 phone • (650) 522-2599 fax
www.csengr.com
info@csengr.com

REGIONAL OFFICES: 1022 G Street, Sacramento, CA 95814
930 Fresno Street, Newman, CA 95360
6200 Stoneridge Mall Road, Suite 300, Pleasanton, CA 94588
801 Park Center Drive, Suite 230, Santa Ana, CA 92705

YEARS IN BUSINESS: 25 • Founded in 1991

EMPLOYEES: 250+

TYPE OF BUSINESS: California Corporation • Incorporated June 15, 2000 • Federal ID: 91-2053749

STAFF COMPOSITION

Our professional municipal services staff consists of the following types of professionals.

- Structural Engineers
- Plan Review Engineers
- Plan Reviewers
- Building Officials
- Inspectors
- CASp Professionals
- Planning Professionals
- Grading Improvement Plan Reviewers & Inspectors
- Fire Department Plan Reviewers & Inspectors
- Information Technology Professionals
- Program & Project Managers
- Civil Engineers
- Construction Managers
- Sustainability Professionals

MUNICIPAL SERVICES

Our services and project experience include the following areas of expertise:

BUILDING & FIRE LIFE SAFETY

*Building Department Administration
Building Plan Review and Inspection
Fire Plan Review and Inspection
Structural Plan Review
OSHDP3 Review
CAsp Assessment and Inspection
Public Facilities Assessment
LEED/Green Building Services
Code Compliance/Enforcement
Staff Augmentation*

PUBLIC WORKS ENGINEERING & DESIGN

*Capital Improvement Project Design:
Transportation/Roadway, Water and
Sewer Utilities, Traffic Engineering
Development Review, Plan Check,
Surveying and Mapping, Storm Water
Program Compliance (NPDES,
QSP/QSD)*

PLANNING & SUSTAINABILITY

*CEQA Environmental Review
Public Outreach Programs
Energy Efficiency, Water Conservation,
Solid Waste Program Development
AB 32 Compliance/Climate Action Plan
Development and Implementation
Sustainable Task Force Facilitation
Greenhouse Gas Reduction Strategies
Grant Writing and Grant Management*

CIP PROJECT & PROGRAM MANAGEMENT

*Capital Improvement Program
Development and Implementation
Federal and State Grant Administration
Rule 20A Undergrounding
Staff Augmentation Including: Design
Consultant Coordination, Project
Scoping, RFP Preparation*

INFORMATION TECHNOLOGY

*GreenVue Software
Digital Plan Review
Electronic Archiving
Web-Based Construction Management
Asset Management
Project Management
GIS and IT Support*

CONSTRUCTION MANAGEMENT & INSPECTION

*Contract Administration, including:
Resident Engineer Oversight,
Inspection and Construction
Management
Constructability/Bidability Reviews
Cost and Schedule Control
Claims Avoidance*

APPROACH TO WORK

CSG's proposed team has been selected to best support the City and will deliver the highest level of service through its application of technical expertise, knowledge of municipal processes and procedures, efficient and effective customer care, and application of code compliance combined with innovative and helpful alternatives. Our extensive experience in furnishing comprehensive building and fire life safety services to jurisdictions provides a consistent, strong technical foundation to all projects. From cutting edge digital plan review and online plan check status reporting to providing faster-than-scheduled turnaround times, CSG will deliver the highest quality services to the City of Seaside.

Key benefits that we offer include:

- **Concentrated focus on cost-saving approaches and methods.** Because we serve many municipalities and agencies, we are constantly improving and adapting to provide our clients with the most cost-effective services. We share a wealth of recommendations from our varied experience with other communities to help keep our clients' budgets on-track.
- **Customized, responsive services.** We are skilled at assessing time commitments, developing an accurate work plan and applying dedicated, professional personnel. We can quickly fine-tune staffing levels to match or adjust to changes in plan review, inspection and front counter activity—always maintaining the highest level of customer service. We hand pick staff uniquely qualified and experienced to deliver the exact services requested.
- **Fully committed and qualified personnel.** We maintain staff fully licensed and certified at the highest level of industry standards. To keep our personnel on the industry's cutting edge, many serve as popular educational instructors and lecturers as well as sit on leading boards and committees for organizations developing and implementing important code regulations. We also keep up with latest in procedures and use of products, e.g., green building, accessibility, CASp certification requirements, NPDES, MRP, and more.
- **Swift turnarounds and expedited services.** With extensive experience in the digital plan review process, our staff excels at providing the speediest turnarounds in the industry. We easily match and more often beat any required timing.
- **Leading-edge technology with cost-saving solutions.** CSG delivers a suite of digital options for jurisdictions—speedy digital plan reviews including electronic versions of plan comments, an optional, easy-to-use online web application/portal for submittal, tracking and approval of digital plans; and available full scanning and archival services.
- **Environmentally friendly practices.** Our corporate policy on sustainability supports a healthy environment, reduces our carbon footprint and promotes environmental stewardship through environmentally preferable purchasing and other sustainability actions. Our digital plan review system encourages the bypass of paper use, and all possible documents at CSG are printed double-sided on recycled, post consumer content paper.

TEAM QUALIFICATIONS

CSG employs a team of professionally licensed structural engineers, plan review engineers, certified building officials, plan reviewers, CASp professionals, inspectors and permit technicians to manage building department operations, support front counter procedures, review plans, and inspect structures for code conformance.

CSG proposes the following staff and organizational structure for this project. **John LaTorra**, Project Manager, will serve as the single point of contact for the City and will allocate appropriate levels of plan review resources to this contract and will ensure that plan review work is comprehensive and thorough and meets the City's deadlines. *No subconsultants will be used on this contract.*

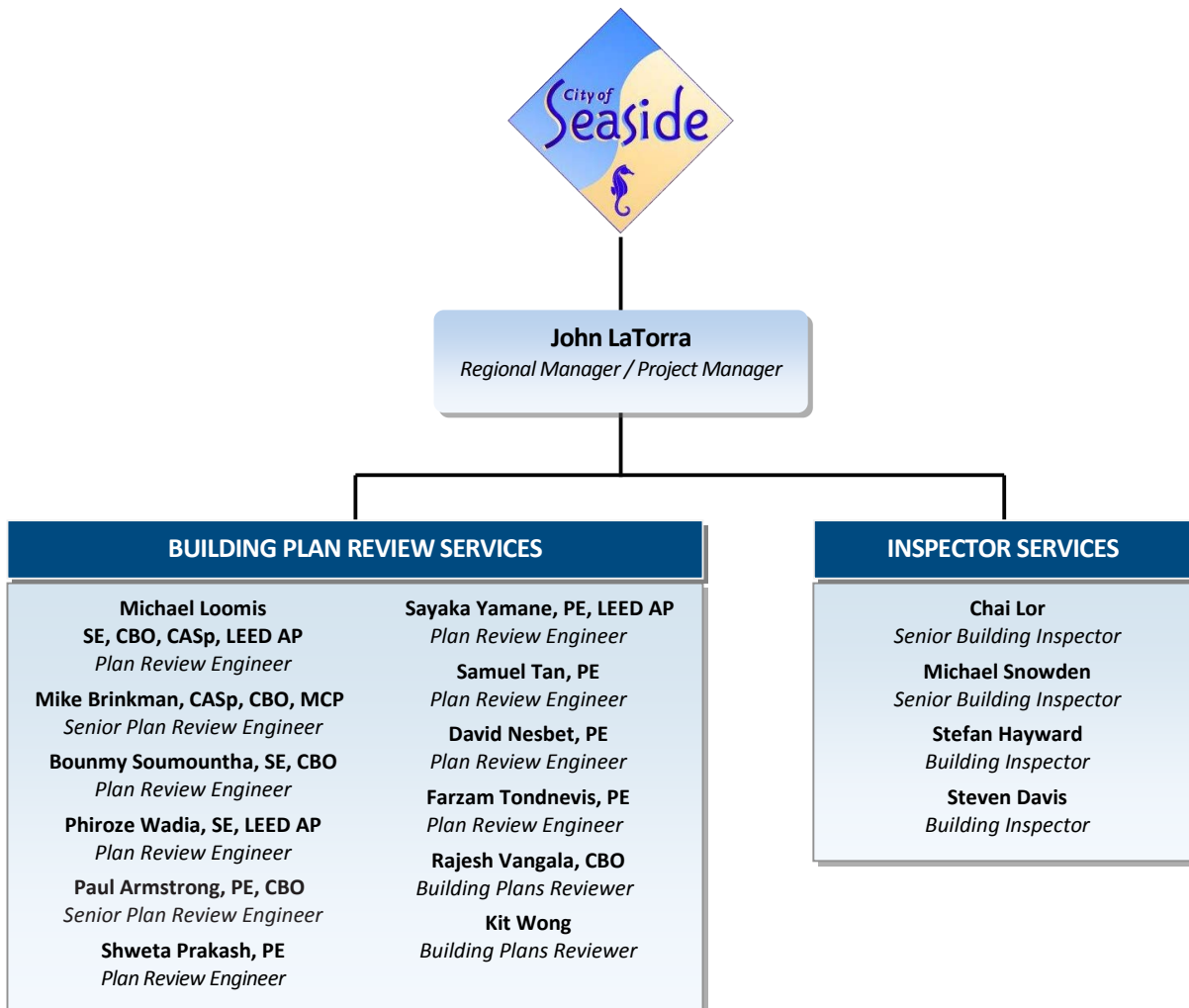


Exhibit A

STAFF QUALIFICATIONS

We take pride in providing plan reviewers and inspectors who have variety of project experiences, who are motivated to achieve the highest level of certification, and who have the personality and customer service skills that are crucial to on-the-job success. All CSG plan reviewers and inspectors are certified and/or possess additional required certifications. In addition, they routinely update their knowledge and skills through specialized training classes and seminars in approved and modern methods, materials, tools and safety used in building and fire inspection, as well as the most current building standards. We work hard to match your jurisdiction's level of safety and code compliance.

The table below illustrates the breadth and depth of staff available for this contract. Comprehensive resumes of our team members are included in Section 6.

NAME	QUALIFICATIONS	LICENSE/ CERTIFICATION
John LaTorra <i>Regional Manager</i> <i>Project Manager</i>	International Code Council (ICC) Honorary Member, former Board Member CALBO Hall of Fame International Association of Plumbing and Mechanical Officials (IAPMO) Life Member and former Board Member International Conference of Building Officials (ICBO) Former Board Member County Building Officials of California and Peninsula Chapter Honorary Memberships National Fire Protection Association (NFPA) Member International Association of Electrical Inspectors (IAEI) Member American Society of Plumbing Engineers (ASPE) Member Established ICBO and IAPMO Certification Programs, served on numerous committees, chaired the development of the first International Code (International Plumbing Code)	
Mike Brinkman CBO, CASp, MCP <i>Senior Plan Reviewer</i> <i>Senior Building Inspector</i> <i>Building Official</i>	Certified Access Specialist (CASp), DSA Master Code Professional Certified Building Official, ICC Certified Certified Building Plans Examiner, ICC Certified Certified Residential Plans Examiner, ICC Certified Certified Building Inspector , ICC Certified Certified Plans Examiner , ICC Certified Certified Plumbing Inspector , ICC Certified Certified Mechanical Inspector, ICC Certified Certified Residential Electrical Inspector, ICC Certified Certified Commercial Electrical Inspector, ICC Certified Certified Combination Inspector , ICC Certified Certified Residential Energy Inspector/ Plans Examiner, ICC Certified Certified Commercial Energy Plans Examiner, ICC Certified Certified Commercial Energy Inspector, ICC Certified Certified Accessibility Inspector/ Plans Examiner, ICC Certified Certified Building Inspector, ICC Certified Certified Combination Inspector, ICC Certified Certified Residential Combination Inspector, ICC Certified Certified Fire Inspector I, ICC Certified Safety Assessment Program , SAPC FEMA IS-00700 National Incident Management Systems IACET First Responder Awareness (Assoc. of Bay Area Governments) California State Contractors License Structural Welder Certification Class	071 5230795-MP 5230795-CB 5230795-B3 5230795-R3 5230795-10 5230795-60 5230795-34 5230795-44 5230795-E1 5230795-E2 5230795-50 5230795-79 5230795-78 5230795-77 5230795-21 5230795-B5 5230795-C8 5230795-R5 5230795-66 61387 6-1-06 66448 C-61D-28 688121 E7018

Exhibit A

NAME	QUALIFICATIONS	LICENSE/ CERTIFICATION
Michael Loomis, SE, PE, CBO, CASp, LEED AP <i>Structural Plan Review Engineer Building Official</i>	Professional Engineer Civil Engineer, State of California Professional Structural Engineer, State of California Certified Access Specialist (CASp), DSA LEED Accredited Professional Certified Building Official, ICC Certified California Building Plans Examiner, ICC Certified California Commercial Building Inspector, ICC Certified California Commercial Plumbing Inspector, ICC Certified California Residential Building Inspector, ICC Certified California Residential Plumbing Inspector, ICC Certified Certified Accessibility Inspector/Plans Examiner IBC, ICC Certified Certified CALGreen Plans Examiner, ICC Certified	60787 4824 099 8261448 8261448 8261448 8261448 8261448 8261448 8261448 8261448
Bounmy Soumountha, SE, CBO <i>Building Official Plan Review Engineer</i>	Professional Engineer, State of California Structural Engineer, State of California Building Official	32213 3062
Phiroze Wadia, SE, LEED AP <i>Plan Review Engineer</i>	Professional Structural Engineer, State of California Professional Civil Engineer, State of California Professional General Building Contractor, State of California LEED Accredited Professional	2020 20042 502918
Paul Armstrong, PE, CBO <i>Senior Plan Review Engineer/ Building Official</i>	Professional Civil Engineer, State of California Certified Building Official, ICC Certified	45464 0002014-CB
Shweta Prakash, PE <i>Plan Review Engineer</i>	Professional Civil Engineer, State of California Certified Building Plans Examiner, ICC Certified Certified Building Official, ICC Certified	79808 8014122
Sayaka Yamane, PE, LEED AP <i>Plan Review Engineer</i>	Professional Civil Engineer, State of California Certified Building Plans Examiner, ICC Certified LEED Accredited Professional Certified Building Official, ICC Certified	78195 5303943 8325563
Samuel Tan, PE <i>Plan Review Engineer</i>	Professional Civil Engineer, State of California Certified Building Plans Examiner, ICC Certified Certified Commercial Building Inspector, ICC Certified	61664 8103984 8103984
David Nesbet, PE <i>Plan Review Engineer</i>	Professional Civil Engineer, State of California ATC-20 Certified for Post-Disaster Evacuation	72981
Farzam Tondnevis, PE <i>Plan Review Engineer</i>	Professional Civil Engineer, State of California ATC-20/S.A.P. Certified SEAONC Member	82602
Rajesh Vangala, CBO <i>Building Plans Reviewer</i>	Certified Building Plans Examiner, ICC Certified Certified Building Official, ICC Certified California Energy Code Compliance for Non-Residential Project	8166142 8166142
Kit Wong <i>Building Plans Reviewer</i>	Certified Building Plans Examiner, ICC Certified Certificate of Completion " Fire & Life Safety Plan Review" (DSA)	5300662
Chai Lor <i>Senior Building Inspector</i>	Certified Building Inspector, ICC Certified CA Plumbing Inspector, ICC Certified Certified Storm Water Inspector, CET	5266158 5266158 4192
Michael Snowden <i>Senior Building Inspector</i>	Commercial Mechanical Inspector Commercial Plumbing Inspector Commercial Building Inspector Combination Dwelling Inspector	
Stefan Hayward <i>Building Inspector</i>	Certified Residential Building Inspector, ICC Certified Certified Commercial Building Inspector, ICC Certified	5028547 5028547
Steven Davis <i>Building Inspector</i>	Certified Combination Dwelling Inspector, ICC Certified California B-General Building License	53314100-56 935042

COMMITMENT TO EXCELLENCE

We encourage staff to participate in and contribute to the many associations important to our industry. Knowing technical excellence and proficiency is vital to successful public service, attending update seminars, specialized training classes and continuing certification conferences is an integral part of delivering “best-in-the-business” service to our clients. Many of our staff hold or have held key positions within the groups listed below as well as serve as in-demand instructors and trainers.

- *League of California Cities*
- *California Building Officials*
- *International Code Council*
- *ICC Chapters of Monterey, East Bay, Peninsula, Sacramento Valley, Yosemite, Napa-Solano, Shasta Cascade, Los Angeles Basin, Coachella, Orange Empire, Foothill, Redwood Empire, Central Coast*
- *County Building Officials Association of California*
- *California Fire Chiefs Association*
- *Northern California Fire Prevention Officers*
- *Southern California Fire Prevention Officers*
- *National Fire Protection Association*
- *California Automatic Fire Alarm Association*
- *American Fire Sprinkler Association*
- *National Fire Sprinkler Association*
- *American Public Works Association*
- *Institute of Transportation Engineers*
- *Structural Engineers Association of Northern California*
- *Structural Engineers Association of Southern California*
- *Certified Access Specialist Institute (CASI)*



Exhibit A

This document is formatted for double-sided printing.

References and Project Examples

SECTION

3

Our track record of success with our clients is outstanding and we encourage you to contact our references with any questions or clarification you might require. The following is a partial list of regional references for which CSG has provided similar services as those requested in the Request for Proposal.

City of Marina

Dan Paolini

Building Division
209 Cypress Avenue
Marina, CA 93933
(831) 884-1285
BuildingO@ci.marina.ca.us

Plan Review and Building Inspection
2011 – Ongoing

City of Soledad

Douglas Rick

Building Official
248 Main Street
Soledad, CA 93960
(831) 223-5048
douglas.rick@cityofsoledad.com

Plan Review and Building Inspection
2009 – Ongoing

County of Monterey

Daniel Dobrilovic

Building Official
168 W. Alisal Street, 2nd Floor
Salinas, CA
(831) 784-5962
DobrilovicD@co.monterey.ca.us

Plan Review and Building Inspection
2011 – Ongoing

City of Monterey

John Kuehl

Building Official
580 Pacific Street, Room 4
Monterey, CA 93940
(831) 646-5642
kuehl@ci.monterey.ca.us

Plan Review and Building Inspection
2004 – Present

City of Santa Cruz

Mark Ellis

Building Official
809 Center Street
Santa Cruz, CA 95060
(851) 420-5120
mellis@cityofsantacruz.com

Plan Review and Building Inspection
2010 – Ongoing

PROJECT EXAMPLES

The following are examples of projects for which CSG has performed plan check and/or inspection services.

Alameda Landing | City of Alameda, CA *Building & Fire Plan Review*

CSG has been performing building and fire plan review for this large 72 acre development in the City of Alameda which, after completion, will include 285 single-family homes, townhomes and condominiums, a 50,000 sq. ft. waterfront district of mixed-used/commercial space, and a shopping center featuring a Target and Safeway grocery store. An example of CSG's plan review work includes review of 9 different townhome condominium buildings arranged into 4-

plexes, 5-plexes, 6-plexes and 7-plexes. The condominiums include both 2-story (accessible) units and 3-story units. Construction is type V-B occupancies including R-2 and U. All buildings are sprinklered per NFPA 13.

Project Dates: Multiple phases 2009 – Ongoing

24 Hour Fitness | City of Redwood City, CA *Building Plan Review*

CSG provided building plan check services for this \$8,209,000 valuation project. The project involved demolition of an existing structure, new commercial construction, site retaining walls, lap pool and spa, and reinforced gunite and plaster.

Building Plan Review Completion: October 2013

Maple Street Correctional Center | County of San Mateo, CA *Building Plan Review*

CSG performed building plan review for the County of San Mateo's replacement correctional facility in the City of Redwood City. The new facility is located on a 4.85-acre site, is approximately 276,000 sq. ft., utilizes primarily steel frame construction, and contains three general areas including housing, support services, and a central utility plant. The project will initially house 576 beds with future expansion to 832 beds.

The structure has an occupancy classification of I-3 Condition 4 Typical, B at support services, A-3 zoned occupancy, and non-separated at Warm Shell. The construction is I-A, unlimited area. The number of stories of the building is 3 +3 tiers and it has a height of 68 feet to top of steel. Sprinklering includes complete AFSS coverage and has complete automatic and manual fire alarms.

Building Plan Review Completion: December 2014

Exhibit A

Fort Ord Development | City of Marina, CA

Building & Fire Plan Review, Building & Fire Inspection, and Engineering Plan Review Services

CSG is currently providing comprehensive engineering plan check for the development of 420 acres of former Fort Ord property that lies within the boundaries of the City of Marina. The project, for which a Specific Plan was developed, consists of mixed use (retail, entertainment, commercial, and live/work), regional retail, low-income housing, office/research/light industrial, and residential areas. The development also includes numerous public parks and a multi-modal corridor.

- **The Promontory** - 174 unit student house adjacent to CSUMB Campus. CSG provided comprehensive building plan review for this 174 unit student housing apartment complex. Construction consisted of three new 4-story apartment buildings (including a 1-story clubhouse within an apartment building). The 270,000 sq. ft. project had a construction cost of \$28.9 million.
- **Imjin Office Park** – 5 acre LEED certified civic center office site for Marina Coast Water District, Fort Ord Reuse Authority offices, Carpenters Union Local 605, and Bureau of Land Management
- **Cinemark Theater** – 10 screen theater
- **Veterans Affair Outpatient Clinic** – CSG provided complete building and fire plan review for this integrated Department of Veterans Affairs and Department of Defense joint health-care clinic, the first in California. This new 146,000 sq. ft., three-story structure on 14.3 acres will serve as a state-of-the-art medical clinic. The facility will provide primary and specialty care to including subspecialty clinics, audiology, indoor and outdoor physical therapy, occupational therapy, a mental health center, and imaging and laboratory space. This project achieved LEED Gold certification per the LEED for Healthcare 2009 Edition. The final cost for this project was \$80 million.

Project Dates: May 2014 - Ongoing

Summerset Assisted Living | City of Lincoln, CA

Building & Fire Plan Review and Fire Inspection

CSG performed building & fire plan review and fire inspection services for this Summerset Assisted Living and Memory Care project. The 142,494 sq. ft., 66 unit memory care facility will house 719 occupants. The 90,820 sq. ft., 114 unit, three story assisted living facility will have the ability to house 952 occupants. The project is type VA, fully sprinklered.

Building Plan Review Completion: June 2015

Fire Review Completion: Ongoing

iFly | City of Roseville

Building Plan Review

CSG performed a complete building review of an Indoor Skydiving Simulator, the first of its kind in the greater Sacramento area. The construction type is II-B one story above grade. The gross building area is 4,967 sq. ft. and the return air tower is 757 sq. ft. for a total of 5,725 sq. ft. The total height of the structure is 56 ft. with 34 ft. of the structure above grade. A separate Return Air Tower (RAT) wall is framed from precast concrete wall elements.

Building Plan Review Completion: December 2015

Exhibit A

Avia at Fiddymment Ranch Apartments | City of Roseville *Building & Fire Plan Review*

CSG performed a complete building and fire plan review of a 34,513 sq. ft., 300 unit project consisting of 75 one bedroom, 165 two bedroom and 60 three bedroom units. The project will have 14 tuck-under parking garages. The project includes a club house, pool, tot lot, BBQ/shade structure, and associated site improvements.

Building Plan Review Completion: June 2015

Fire Plan Review Completion: May 2015

Ivy Terrace Condominiums | City of Patterson, CA *Building Plan Review*

CSG provided plan review for this eight building complex. The total area for the condominiums is 24,363 sq. ft. The final site includes 60 unit condominiums and an outdoor pavilion which includes a fitness center.

Building Plan Review Completion: December 2015

FIELD INSPECTIONS FOR CONCRETE STRUCTURES AND MIXED-OCCUPANCY BUILDINGS

CSG's building inspectors have extensive experience in the inspection of concrete structures and mixed-occupancy buildings. Below are just a few examples of concrete and mixed occupancy projects for which CSG has conducted plan reviews and building inspections.

CONCRETE STRUCTURES

- ♪ **SLAC National Accelerator Laboratory – Stanford University | City of Menlo Park, CA**
- ♪ **Genentech Development | City of South San Francisco, CA**
- ♪ **Terra Bay Development | City of South San Francisco, CA**
- ♪ **IKEA | City of East Palo Alto, CA**
- ♪ **Home Depot | City of East Palo Alto, CA**
- ♪ **Century 20 Theaters | City of Daly City, CA**



MIXED-OCCUPANCY STRUCTURES

- ♪ **Belamor Millbrae Paradise Condominiums, 151 South El Camino Real | City of Millbrae, CA**
- ♪ **9 South Broadway Ave. | City of Millbrae, CA**
- ♪ **Half Moon Village Senior Housing | City of Half Moon Bay, CA**



Capabilities and Scope of Work

SECTION

4

BUILDING PLAN REVIEW SERVICES

Compliance Standards

Our team of professionals is ready to assist in all aspects of plan review and to focus on the special needs and requirements of each of our clients. We promise prompt turnaround times and offer comprehensive online status reports. Our plan reviewers carefully review all documents for compliance with building codes, fire codes, energy conservation standards, State accessibility regulations, and all local ordinances. We understand and will comply with the City's own requirements for plan review services. Our engineers and plan reviewers review plans for compliance with all policy and model codes adopted by the State of California and local jurisdiction, including but not limited to:

- *California Building Code, Volumes 1 and 2*
- *California Residential Code*
- *California Electrical Code*
- *California Plumbing Code*
- *California Mechanical Code*
- *California Fire Code as amended and adopted by the State of California (Title-24, Part 9 California Fire Code)*
- *National Fire Codes as published by the National Fire Protection Association (NFPA); as adopted and referenced by the State of California (California Code of Regulations, Title-19, Section 1.09)*
- *State Historical Building Code*
- *California Energy Code*
- *California Green Building Code*
- *NPDES/WQMP/SWPPP Compliance*
- *Local adopted ordinances and amendments relative to building, fire and municipal codes, including project Conditions of Approval from other agency departments, divisions, regulating agencies, and jurisdictions*

CASp Review Services

We understand California Building Departments are required to have CASp certified staff in place and available for technical questions and interpretations. Our CASp certified staff members are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. In accordance with current regulations, CSG can supply a CASp certified professional to review plans for accessibility and to facilitate compliance with regulations.

OSHPD 3 Reviews

Our staff of professional engineers and certified plans examiners is experienced with the differences between CBC and OSHPD 3 facilities and have successfully completed OSHPD 3 plan reviews for multiple client agencies. CSG can also provide certified OSHPD Inspectors of Record for a variety of different projects upon request.

Exhibit A

Green Building and LEED Certification

Our Building Division staff is experienced in plan review and inspection for compliance with CALGreen and local green building ordinances. In addition, CSG Consultants has all of the qualifications necessary to assist the City in both the development of policy and the implementation of green and sustainable building practices. CSG's Sustainability Programs division can assist, for example, with construction and demolition debris recycling programs as well as public outreach to the building industry. We have Certified Green Building Professionals (CGBP) and LEED accredited personnel on staff.

Digital Plan Check

CSG began the transition to digital plan review over 12 years ago, leading the consultant field with this ground-breaking service. *All paper plans submitted to CSG are immediately scanned into digital files and stored on CSG's servers for quick and easy access by both our clients and our plan reviewers.* Our plan reviewers furnish electronic versions of their plan comments conforming to each client's established correction list templates. Any additional forms utilized by the City for alternative methods of construction and/or deviations from requirements, such as disabled access, will be incorporated into the correction comments and returned with the appropriate recommendations. Plan check comments can be delivered electronically by email or other City approved means, enabling City staff to immediately modify CSG's checklist for incorporation with other department comments. **Upon request, clients can be provided with a set of digitally scanned plans at no cost, including convenient, "green" (paperless) storage of all construction-related documents.**

In addition, for jurisdictions requesting a pure digital plan review workflow, CSG has developed an online web application for an applicant to submit digital files directly to us, which includes an online portal for the applicant/jurisdiction to retrieve comments and submitted digital files with redlines. This online portal tracks all submittals, including re-submittals until the plans have been approved.

Key features of our digital plan review service include:

- ▶ **Efficiency.** *Plans are pushed to plan review staff the same day they are submitted. There is no "bin time."*
- ▶ **Simplicity.** *CSG developed its own web-based portal to manage the electronic file submittal process. By using a web interface, the applicant is no longer faced with size restrictions on email attachments or required to learn complex FTP settings.*
- ▶ **Proven.** *We have provided a digital plan review option to our clients for over 12 years.*
- ▶ **Non-Proprietary.** *CSG's electronic review process is 100% PDF-based with no additional software required to view redlines.*
- ▶ **Growth.** *Should the City decide to implement electronic review as a standard, CSG offers an integration path for our electronic review software—GreenVue Fusion.*

Online Plan Check Status

CSG offers a convenient service allowing clients to check plan review status and comments online. By logging in to our Plan Check Status website, staff as well as authorized applicants can view each project document and communicate with the plan checker via e-mail or electronic post-a-note. Staff or authorized applicants can download comments from the web upon completion of the plan check. ***There is no additional cost for this service.***

Exhibit A

Quality Control / Quality Assurance

CSG's in-house quality assurance / quality control program utilizes a peer review process with multi-level internal plan checking and project management. A senior staff member will review plan check comments in order to ensure relevance and accuracy.

Plans Pickup and Delivery

CSG will arrange for pickup and delivery of plans from/to City offices. The pickup and delivery of plans and other materials via CSG staff or an approved alternative service is provided at no additional cost.

PLAN CHECK TURNAROUND TIMES

CSG works hard to provide the best quality and most timely service in the industry. We pride ourselves in maintaining the requested plan review times for all our clients—***even delivering faster than our own deadlines***. Our goal is to approve code-complying projects and to successfully and quickly move work through jurisdictional processes. The following are CSG's proposed plan check turnaround times.

TYPE OF REVIEW	INITIAL REVIEW (BUSINESS DAYS)	RE-CHECK (BUSINESS DAYS)
Residential New Construction	10	5
Residential Additions	10	5
Small Residential Remodels	10	5
Non-Residential / Commercial New Construction*	10	5
Commercial Additions	10	5
Small Commercial Remodels / Tenant Improvements	10	5
Large/Complex Commercial Projects*	10	5

*Turnaround time may vary with the complexity and magnitude of the project. If a review is anticipated to take longer than the maximum turnaround timing, CSG will notify the County's representative and negotiate additional time required to ensure an appropriate level of review.

CSG will ensure that all building and safety duties and follow-up actions will be performed in a timely and responsive manner.

ACCELERATED/EXPEDITED PLAN CHECK

CSG completes initial accelerated plan check within 5 working days. Rechecks are completed in less time. At your request, we can perform plan check services within an accelerated time frame; with fees negotiated between the City, and CSG.

QUALITY CONTROL/ QUALITY ASSURANCE

CSG's in-house quality assurance / quality control program utilizes a peer review process with multi-level internal plan checking and project management. A senior staff member will review all plan check comments in order to ensure relevance and accuracy.

AVAILABILITY AND CUSTOMER SERVICE

CSG's main function is to serve as an extension of the City. We clearly understand the importance of our role in the success of the City and commit to providing its citizens and business partners—residents, architects, engineers, developers, contractors—as well as City staff, the highest level of service. We

Exhibit A

believe effective communication and excellent customer service are essential to continuing a successful working relationship between the City, CSG and the development community.

Office Hours and Meeting Availability

CSG staff plan checkers and inspectors are available for applicant inquiries or conferences anytime during regular business hours without charge via telephone, 8:00 AM to 5:00 PM, Monday through Friday. CSG inspectors can be ready to provide services with 24 hours notice. We can easily alter our hours to meet the City's needs. Evenings and weekends for special events and meetings can be accommodated with 48 hours notice. For your convenience, we can also meet with City staff, architects and applicants. We recognize the value of pre-design consultation with prospective applicants and are available to provide this service as well. Our Project Manager/Lead will be available in person for consultation and meetings with a reasonable lead time.

Response to City Questions or Requests

CSG staff can typically respond to the City for all questions or requests generated during field inspections or any plan review during the same day, but no later than the following day a request is received.

Emergency Response

CSG is well qualified to respond to a local or regional emergency. Many of our personnel, have assisted in emergencies such as the recent San Bruno gas explosion, the Northridge, Loma Prieta and Napa earthquakes as well as regional floods, fires and other emergencies. Our personnel's certifications include those obtained through FEMA, Office of Emergency Services (OES), and IACET First Responder.

BUILDING INSPECTION SERVICES

Standards and Responsibilities

CSG provides fully integrated, multi-disciplined building and fire inspection services for residential, commercial, and industrial projects, and are experienced in all construction types. We provide experienced, ICC certified (and/or with other appropriate entities in accordance with AB717) inspectors.

Our inspectors ensure compliance with applicable codes and requirements by identifying code violations, offering solutions to developers, property owners and tenants on potential risks and safety hazards, and by working as a team to correct violations. Specific responsibilities include but are not limited to the following:

- *Providing inspection services for project compliance with relevant codes including accessibility, fire, grading, building, electrical, mechanical and plumbing*
- *Addressing inquiries and resolving complaints*
- *Assisting with the construction and demolition permitting process*
- *Providing code administration, inspection and enforcement*
- *Maintaining records and files concerning construction permits and building code administration, documents for storage and/or imaging*

To save jurisdictions time and expense, inspection personnel can perform over-the-counter plan reviews or assist as customer service back-up at the front counter in addition to regular inspection duties. Our inspection staff easily integrates into client organizations, consistently implementing policies and procedures and remaining transparent to applicants and customers. CSG provides all vehicles, fuel, maintenance and other equipment necessary for inspectors to carry out duties with no additional cost to the City.

Exhibit A

CASp Inspection Services

To facilitate the City's compliance with current rules and regulations, CSG can provide a CASp certified professional for technical questions and interpretations, and to perform accessibility compliance inspections and CASp inspection report development.

Exhibit A

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Professional Services Fees

SECTION

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Specific rates requested in the Request for Proposal are provided in the third (green) section of the table below. CSG's fee includes initial review and 2 reviews, if necessary. Additional reviews will incur hourly fees. We will coordinate the pickup and return of all plans via CSG staff or a licensed courier service. This service is provided at no additional cost. CSG will mail an invoice at the beginning of every month for services rendered during the previous month.

FEE STRUCTURE FOR PERSONNEL/SERVICES

SERVICE	PERCENTAGE-BASED FEE
Full Plan Check by Percentage	65% City's Plan Review Fees
Structural Only Plan Review by Percentage	50% City's Plan Review Fees
Expedited Plan Review	80% of City's Plan Check Fee
PERSONNEL / SERVICE	ALL INCLUSIVE HOURLY RATE
Certified Plan Review / Building and Fire Life Safety Review	\$90
Structural Plan Review / Structural Engineer	\$150
Structural Plan Review / Professional Engineer	\$125
Certified Building Inspector	\$90
Fire Plan Review Inspector	\$90
Permit Technician	\$70
CASp Consultation	\$150
CASp Inspection	\$150
Building Official	\$125
Overtime (Hourly)	1.5 x Hourly Rate
NATURE OF BUILDING SERVICES	COST STRUCTURE
Plan Review & CASp Services	65% City's Plan Review Fees (CASp Included) \$150 Per Hour for CASp Consultation
Building Inspection Services – Senior Level	\$90 Per Hour
Site Improvement Field Inspections	\$90 Per Hour
Other Costs Involved in Delivering the Service	Please See Below

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, office expenses, etc. Overtime work is billed at 1.5 x the hourly rate. There is a minimum 4 hour charge for inspection work. Annual rate adjustments may be made by mutual agreement based upon current CPI. Should the scope of work change or circumstances develop which necessitate special handling, CSG will notify the City prior to proceeding.

Exhibit A

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Resumes

SECTION

6

Resumes for CSG's proposed team members are provided on the following pages for the City's review.

Exhibit A

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John LaTorra

Regional Building & Life Safety Manager

EDUCATION

Bachelor of Science, Aeronautical Operations
San Jose State University
| San Jose, CA

PROFESSIONAL AFFILIATIONS

ICC (Governmental & Honorary Memberships)
California Building Officials
| CALBO
International Association of
Plumbing and Mechanical Officials
| IAPMO
National Fire Protection Association
| NFPA
International Association of Electrical Inspectors
| IAIE
American Society of Plumbing Engineers
| ASPE

Mr. LaTorra serves as a Regional Building & Life Safety Manager for CSG and manages multiple assignments, including supervising contract inspectors in a number of jurisdictions and assisting clients with building department administration for their clients. He has served as Building Inspection Manager in Redwood City, supervising daily inspection activities performed by both contract and city staff. In addition, Mr. LaTorra has been instrumental in the creation of both ICBO (former agency prior to ICC) and IAPMO certification programs.

Mr. LaTorra has over 40 years of municipal inspection and building code experience. In addition, Mr. LaTorra has over 36 years of teaching experience, focusing on building, energy, solar, mechanical and plumbing issues. He has served as an instructor at the College of San Mateo and San Jose State University, overseeing the Building Technology Programs for both institutions.

As a code professional and industry advocate, Mr. LaTorra has served on numerous code development, product evaluation, technical panels and specialized committees; including the Drafting, Public Hearing and Code Development Committees for the development of the first International Building and Plumbing Codes.

As an Honorary Member of ICC and the Peninsula and Monterey Bay Chapters, Mr. LaTorra brings a wealth of building industry knowledge. His regulatory practice coupled with extensive local and national public service experience involves the presentation of building safety principles and application of regulatory practices.

Mr. LaTorra was named the Building Official of the Year by the County Building Officials Association of California as well as the Peninsula Builders Exchange, Educator of the Year by CALBO and inducted into the CALBO Hall of Fame in 2008.



Michael Loomis

SE, CBO, CASp, LEED AP
Structural Plan Review Engineer
Building Official

LICENSES and CERTIFICATIONS

Professional Engineer, State of California | 60787
Professional Structural Engineer, State of California | 4824
Certified Access Specialist (CASp) | 099
Certified Building Official | 8000164
LEED Accredited Professional
Certified California Building Plans Examiner | ICC 8000164-16
CALGreen Plans Examiner | ICC 8000164-CX
California Commercial Building Inspector | ICC 8000164-11
California Residential Building Inspector | ICC 8000164-11
ICC Certified Accessibility Inspector/Plans Examiner | ICC 8000164-11

EDUCATION

Master of Science, Civil Engineering
Santa Clara University | Santa Clara, CA
Bachelor of Science, Civil Engineering
Santa Clara University | Santa Clara, CA

PROFESSIONAL AFFILIATIONS

Santa Clara University
Timber Design | Adjunct lecturer
Earthquake Engineering | Adjunct lecturer
Strength of Materials | Adjunct lecturer
County of Amador | CASp presentation to small business owners
ICC/Peninsula Chapter | Structural Provisions of the 2010 California Residential Code

Mr. Loomis offers CSG's clients expertise gained from over 15 years of professional experience in the building industry. Mr. Loomis' demonstrated knowledge of California and International Building Codes are reflected in his roles as both an adjunct lecturer at Santa Clara University and as a structural plan check engineer for CSG. Mr. Loomis has experience in all forms of structural construction, including: steel, concrete, masonry, heavy timber, and light-gauge steel materials. He has also served as a peer reviewer for OSHPD and DSA projects. Mr. Loomis serves in a supervisory role in CSG's plan check division, managing and acting as a mentor to CSG's growing team of engineers and technical staff on a wide variety of projects throughout California. He provides consultation to local jurisdictions regarding structural, accessibility and green building compliance and has worked in-house for jurisdictions providing plan review, building inspection, over the counter plan review and Building Official services. Mr. Loomis' expertise includes review of complex commercial, industrial and residential structures for compliance with applicable building codes and ordinances, engineering standards and specifications, supplemental energy requirements, and accessibility regulations.

RELEVANT EXPERIENCE

Linear Coherent Light Source II Expansion | SLAC National Accelerator Laboratory

This project consisted of the underground expansion to an accelerator. Project included office space as well as special use experimental spaces and utilized mining design and construction techniques.

Gilead Sciences, Inc. | City of Foster City, CA

A five story H and B occupancy biotech building project included challenging occupancy separations as well as adverse soil conditions.

Santa Cruz Warriors Arena | City of Santa Cruz, CA

New 3,000 seat basketball arena with associated restrooms, locker rooms and concessions.

Palo Alto History Museum | City of Palo Alto, CA

This project involved the extensive remodel of historic building to house history museum and archive. Revised usage required careful study of exiting systems. This project utilized CBHC provisions for accessibility.

Ocean Street Commons | City of Santa Cruz, CA

This project consisted of 9 residential units over commercial space and was wood framed construction. Additional projects included multiple tenant improvement projects of varying sizes as well as multiple new and additions to single-family homes.

JURISDICTIONAL EXPERIENCE

Residential / Commercial Building Inspector

Towns/Cities of Atherton, Brisbane, Half Moon Bay, Los Altos Hills, Pacifica, Sausalito, Monte Sereno, and SLAC Linear Accelerator Laboratory

In-House Plan Review

Towns/Cities of Atherton, Santa Cruz, Salinas, San Jose, and SLAC National Accelerator Laboratory

Over the Counter Plan Review

Towns/Cities of Atherton, Belmont, Pacifica, Santa Cruz, Sausalito, Woodside

Building Official / Interim Building Official

Towns/Cities of Woodside (BO), Atherton (Interim BO), Pacifica (interim BO)



Mike Brinkman

CASp, CBO, MCP

Certified Accessibility Specialist

Certified Building Official

Master Code Professional

LICENSES and CERTIFICATIONS

DSA Certified Access Specialist (CASp) | 071
 Master Code Professional 5230795-MP
 Certified Building Official 5230795-CB
 Building Plans Examiner 5230795-B3
 Residential Plans Examiner 5230795-R3
 Building Inspector, UBC 5230795-10
 Plans Examiner, UBC 5230795-60
 Plumbing Inspector, UPC 5230795-34
 Mechanical Inspector UMC 5230795-44
 Residential Electrical Inspector 5230795-E1
 Commercial Electrical Inspector 5230795-E2
 Combination Inspector Uniform Codes
 | 5230795-50
 Residential Energy Inspector/ Plans Examination
 | 5230795-79
 Commercial Energy Plans Examination
 | 5230795-78
 Commercial Energy Inspector | 5230795-77
 Accessibility Inspector/ Plans Examiner
 | 5230795-21
 Building Inspector | 5230795-B5
 Combination Inspector | 5230795-C8
 Residential Combination Inspector
 | 5230795-R5
 Fire Inspector I | 5230795-66
 Safety Assessment Program | SAPC61387
 FEMA IS-00700 National Incident Management
 Systems | 6-I-06
 IACET First Responder Awareness | 66448
(Association of Bay Area Governments)
 California State Contractors License | C-61D-28
 688121
 Structural Welder Certification Class | E7018

EDUCATION

Associate of Arts Degree, General Education
 Chabot College | Hayward, CA

PROFESSIONAL AFFILIATIONS

Past President, ICC Yosemite Chapter
 Education Chairman, ICC Yosemite Chapter
 Member, IAEL Yosemite Division
 Treasure, ICC Region I
 Founding Member, Certified Access Specialist
 Institute — CASI

Mr. Brinkman is highly certified in multiple disciplines as a DSA Certified Access Specialist, a Certified Building Official and Master Code Professional. He has demonstrated his dexterity in enforcing a full range of state codes as well as specifications and standards. As a Master Code Professional, Mr. Brinkman has attained the highest level for certification standards within the International Code Council (ICC).

His work as a CASp professional involves many years of ensuring compliance with accessibility requirements in the California Building Code Title 24 and Americans with Disabilities Act. Mr. Brinkman provides expertise to public agencies, homeowners, architects, developers and contractors in the development of plans, and reviews and comments on site-specific issues related to accessibility.

Mr. Brinkman is highly knowledgeable of complex residential and commercial buildings and structures and all stages of construction. As a project manager, he expertly advises all stakeholders on design, coordination and construction of projects, working with jurisdictional staff, engineers, architects, and homeowners to quickly move through the necessary processes and procedures to achieve successful completion. His extensive knowledge in enforcement of building, plumbing, electrical, mechanical and other codes as well as his keen understanding of necessary ordinances ensures proper construction and successful project delivery.

Mr. Brinkman is responsible for all building operations for many municipal building departments—planning, directing, supervising and coordinating all building department activities while maintaining customer service levels and positive public relations. He is active as a manager, trainer and instructor for personnel working in residential and commercial construction, plan reading and code interpretation.

Bounmy Soumountha SE, CBO

Structural Plan Review Engineer



LICENSES and CERTIFICATIONS

Professional Civil Engineer, State of CA | 32213
Structural Engineer, State of CA | 3062
Registered California Building Official (CALBO)

EDUCATION

M.S. Structural Engineering
Washington University | St. Louis, MO
B.S. Civil Engineering
UC Berkeley | Berkeley, CA
A.S., Engineering
Santa Rosa Junior College | Santa Rosa, CA

PROFESSIONAL AFFILIATIONS

Structural Engineers' Association of
Northern California
California Building Officials

Mr. Soumountha has over 38 years of experience in civil and structural engineering analysis, public works engineering and land development, project development review and approval, and building inspection plan review and permit services. He managed hundreds of projects in his 22 years of service at the City of Santa Clara including the 49ers Stadium, large development projects such as the Gallery at Central Park consisting of 500 plus single family and multifamily buildings and other projects worth more than 200 million dollars of all complexities in terms of fire and life safety and structural engineering systems.

RELEVANT EXPERIENCE

Permit Service Manager | City of Santa Clara, CA

Prior to joining CSG, Mr. Soumountha worked as a Permit Service Manager and managed 3 in-house and outside consultant Plan Check Engineers who were licensed civil and structural engineers, 3 Permit Technicians, and 1 Customers' Representative. He supported and acted on behalf of the Building Official for all functions as assigned or in the Building Official's absence.

Senior Plans Examiner | City of Santa Clara, CA

Mr. Soumountha served as Senior Plans Examiner where he verified, reviewed, inspected and approved construction of all commercial, industrial, and residential structures in the City of Santa Clara, with an annual construction volume valued at over \$500 million. His other responsibilities included: comprehensive review of all structural and life-safety aspects of building construction; providing code interpretation to inspection staff, architects and contractors; responding to city council inquiries in matters of urban planning and zoning issues; and assisting in supervision of Building Inspection staff as assigned.

City Engineer I & II | City of Santa Clara, CA

As City Engineer II, Mr. Soumountha supervised the Title Section of the Land and Property Division of the Engineering Department. Some of his responsibilities included:

- Assisting in the formation of assessment districts and redistribution of surplus assessment district funds
- Reviewing and processing agreements for developments for City departments such as Silicon Valley Powers (the City Electric Department)
- Permitting encroachments into public easements and right-of-ways
- Parcel and final maps inspection for the legal subdivision of private and public properties
- Preparing the Engineering Department operating budget for 5 years

Structural Engineering Designer and Code Consultant | Various Jurisdictions

Since 1980, prior to his service at the City of Santa Clara, Mr. Soumountha provided structural analysis and design, consultation on construction issues, and code consulting services for numerous projects outside of City of Santa Clara jurisdiction.



Phiroze Wadia ^{SE}

Plan Review Engineer

LICENSES and CERTIFICATIONS

Professional Structural Engineer,
State of California
| 2020
Professional Civil Engineer,
State of California
| 20042
Professional General Building Contractor,
State of California
| 5021918

EDUCATION

M.S.C.E, Structures and Soil Mechanics
University of Illinois
| Urbana, IL
M.B.A, Management
Golden Gate University
| San Francisco, CA
Accredited LEED Professional

AFFILIATIONS

American Society of Civil Engineers
Structural Engineers Association of California
Earthquake Engineering Research Institute
Applied Technology Committee
International Code Council

Mr. Wadia is a plan review engineer for CSG. He has over 40 years of experience in plan review, design and construction of residential, commercial, industrial and civil engineering projects. Mr. Wadia has expertise in the delivery of a wide range of municipal services, including:

- Plan review
- Encroachment permit application review including grading, structural, drainage and erosion control permits
- Code enforcement
- Enhancing and developing new and existing City ordinances
- Supervising renovation, rehabilitation and restoration of bridges
- Inspecting buildings and structures for structural integrity and condition
- Investigating structural failures and inspecting repairs
- Providing litigation support and research including expert witness

EXPERIENCE

Mr. Wadia's range of expertise has evolved as a result of the successful completion of a variety of projects including:

- 24 commercial buildings
- 60 residential wood frame buildings
- 32 seismic inspections, evaluations & retrofits
- 3 bridge and over-crossings projects
- 8 post-earthquake damage assessments
- 9 offshore, modular & Arctic projects
- 4 space & defense projects
- 3 war damaged re-construction projects
- 8 petrochemical plants
- 10 nuclear/power plants
- 8 research projects
- 5 transportation projects
- 2 telecommunications projects

Plan Review Engineer | Consultant to City of Larkspur, City of Sausalito, Town of Ross, Town of San Anselmo, CA

As Consultant to the abovementioned agencies in Marin County, Mr. Wadia performed a variety of services including plan and encroachment permit application review, inspection, code enforcement, and enhancing and developing existing and new city ordinances.

Associate | Skidmore, Owings & Merrill, San Francisco, CA

As an Associate at a San Francisco architectural and engineering firm, Mr. Wadia worked closely with multidisciplinary teams on building designs from concept through construction. He led structural engineering projects including high-rise office buildings, schools and colleges, hotels, sports stadiums, theaters, retirement communities, and shopping centers. Mr. Wadia also performed seismic inspections, evaluations, and retrofits of existing facilities.

Chief Engineer | Bechtel, San Francisco, CA

As Chief Engineer of Bechtel, Mr. Wadia was responsible for leading a group of over 200 technical personnel including architects, structural engineers, civil engineers and designers. His work included establishing standards, reviewing technical quality, recruiting, and establishing training programs. His projects included bridges and industrial and mining facilities such as refineries, oil fields, LNG plants, chemical waste treatment plants, offshore construction, modularized construction, arctic and extreme hot weather construction, space launch facilities, solar and geothermal power plants, and nuclear facilities.



Paul Armstrong PE, CBO

Vice President
Senior Plan Review Engineer
Building Official

LICENSES and CERTIFICATIONS

Professional Civil Engineer, State of California |
45464
Certified Building Official, ICC Certified | 0002014-CB

EDUCATION

Bachelor of Science, Civil Engineering
California State University
| Long Beach, CA

PROFESSIONAL AFFILIATIONS

Secretariat: International Residential Code
1 and 2 Family Dwellings | 1997-2000
Co-Secretariat: ICC
Performance Based Building Code
Secretariat: International Zoning Code | 1996-2000
Secretariat: General Design, Administrative,
Lateral Design, Fire and Life Safety and
Fire Risk Code Committees of ICBO | 1992-1996
Technical Editor: 1997 Uniform Codes and UBC
Handbook
NIBS HHS Code Comparison Committee | 1994
FEMA Building Performance Review Team member
| 1993
NIBS Flood Standards Comparison Committee
| 1992
Coordinator, Pacific Rim Conference on
Performance Based Codes
Various ASCE Standards committees
SEAOE Code Committee liaison
ASME A17.1 Code Coordinating Committee
ANSI Construction Standards Board

AWARDS

CALBO Instructor of the Year

Mr. Armstrong offers a strong background in plan review and code development from his longtime position with ICBO/ICC starting as an engineer and ending as the Vice President. Mr. Armstrong served as the Building Official for the City of El Monte and “knows code” from many angles as a result of his 29 years of experience in the building codes and standards community, including his work with all the Uniform and International Codes, ASCE 7, ANSI A117.1, FHAct, ADA, CA Title 24 Accessibility regulations. At CSG, Mr. Armstrong combines his wealth of knowledge, strong work ethic, and superior customer service skills; tap into Paul for all code related issues including effective plan review and inspection solutions.

RELEVANT EXPERIENCE

Building & Safety Services Manager

Mr. Armstrong managed the building and safety service line for a number of consulting firms in Southern California. He was responsible for oversight, coordination and quality control of plan review and inspection services for client jurisdictions. He provided client care and assistance on code related issues.

Regional Manager

Mr. Armstrong was responsible for maintenance of contracts for full-service building departments, inspection services and plan review services for a variety of jurisdictions in Southern California.

Vice President | Architectural and Engineering Services Department

Mr. Armstrong managed ICBO Technical Services department responsible for the maintenance of the code development process, plan review service and code opinion service for both external and internal customers. He represented ICC to many national, state and local organizations and is responsible for the technical image of the conference. He provided technical assistance on code related issues to both jurisdictional and professional members and non-members and provided research on many code-related issues.

Shweta **Prakash** PE

Plan Review Engineer



LICENSES and CERTIFICATIONS

Professional Civil Engineer,
State of California
| 79808

Certified Building Plans Examiner, ICC Certified
| 8014122

Certified Building Official, ICC Certified
| 8014122

EDUCATION

Masters, Civil Engineering
University of California
| Berkeley, CA

Bachelor of Science, Civil Engineering
San Jose State University
| San Jose, CA

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers
Society of Women Engineers
Chi Epsilon National Civil Engineering
Honor Society

As a Plan Review Engineer, Ms. Prakash reviews plans for all types of construction including, building, electrical, plumbing, and mechanical systems for both commercial and residential structures. In addition, she has a thorough understanding of Green Building and Energy Code regulations as well as holds extensive experience in the review of photovoltaic systems. She is knowledgeable and proficient at all elements of customer service, making her a valuable resource as an onsite plan review engineer for numerous jurisdictions throughout the Bay Area.

Having worked both in public and private sectors, she has a thorough understanding of all state and local building safety regulations and enforcement of the building and life safety codes. Ms. Prakash is also skilled in digital plan review and successfully delivers projects from the beginning stages to final approval. She keeps current within the building industry through routine seminar attendance through the International Code Council and the California Building Officials. Since 2007 she has worked with CSG, first as an intern, working her way up to plans examiner to plan review engineer performing comprehensive review of plans including structural, fire life safety, and ADA requirements. Prior to joining CSG Consultants, she worked at the Port of San Francisco as an engineering intern and as structural engineering intern at Rinne and Peterson, a structural engineering firm.

RELEVANT EXPERIENCE

YouTube | City of San Bruno, CA
6 story tenant improvement

Chase Bank | City of Alameda, CA
New Construction

Multifamily Dwelling | City of Monterey, CA
New construction of 18 unit multifamily dwelling

Homa Natoma | Town of Los Altos Hills, CA
Private Residence

The Ridge Development | City of Brisbane, CA
Master Plan

Chipotle Mexican Grill | City of Brentwood, CA
Tenant Improvement

Mattress Discounters | City of Santa Cruz, CA
Tenant Improvement



Sayaka Yamane

PE, LEED AP

Plan Review Engineer

LICENSES and CERTIFICATIONS

Professional Civil Engineer,
State of California
| 78195

Certified Building Plans Examiner, ICC Certified
| 5303943

Certified Building Official, ICC Certified
| 8325563

LEED Accredited Professional

Ms. Yamane is a Building Plan Review Engineer for CSG Consultants, providing complete review of architectural, electrical, plumbing, mechanical, and structural plans for residential projects as well as commercial projects. Ms. Yamane has over 7 years of experience providing professional plan review services along with exceptional customer service. She has in-depth knowledge of the California Building Standards Codes and extensive experience with local building and safety regulations. In addition, she serves as one of CSG's in-house subject matter experts for the California Energy Code and the California Green Building Standards Code. She is also CSG's main contact person with regard to all general plan review questions—communicating with city permit technicians concerning specific requirements to ensure timely permit processing and code compliance.

EDUCATION

Bachelor of Science, Civil Engineering
San Jose State University
| San Jose, CA

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers (ASCE)
Chi Epsilon National Civil Engineering Honor Society

RELEVANT EXPERIENCE

Bryant Street Residences | Mountain View, CA

This project consisted of three three-story buildings of 7 residential units (total of approximately 16,000 square feet) over a post-tensioned slab podium garage.

Santa Cruz Nutritionals | Santa Cruz, CA

Review of tenant improvement consisting of converting existing 17,560 square feet warehouse area into a nutraceutical gummy production factory area.

Norris Building | Mill Valley, CA

Review of conversion of a single family residence into a mixed use building consisting of office occupancy and residence.

Santa Cruz Bicycles | Santa Cruz, CA

Review of tenant improvement of existing shell building for new bicycle manufacturing facility (approximately 60,000 square feet).

300 Refugio | Santa Cruz, CA

Review of a new single family residence (approximately 5,721 square feet) utilizing rammed earth wall construction.

275 Mountain Home Road | Woodside, CA

Review of a new single family residence (approximately 5,000 square feet) utilizing Japanese style construction method in a high fire hazard zone, with a new underground 17 car garage/parking structure (approximately 8,400 square feet).

235 Alta Avenue | Santa Cruz, CA

Review of a new single family residence (approximately 2,600 square feet) utilizing straw bale wall construction.

Samuel Tan PE

Plan Review Engineer



LICENSES and CERTIFICATIONS

Professional Civil Engineer, State of California | 61664
 ICC Certified Building Plans Examiner | 8103984
 ICC Certified Commercial Building Inspector | 8103984
 Transportation Worker Identification Credential

EDUCATION

Master of Engineering, Civil Engineering
 UC Berkeley
 Bachelor of Science — Architectural Engineering
 Cal Poly
 | San Luis Obispo, CA

MEMBERSHIP

Structural Engineers Association of California (SEAO)
 Toastmasters International
 American Society of Civil Engineers

Mr. Tan has over four years of experience providing multidisciplinary building plan review. As plan review engineer, he reviews for building safety and quality through the use of building standards codes (including mechanical, electrical, plumbing, energy and green-building codes). Mr. Tan most recently worked for the County of Sacramento providing structural plan review to the County.

RELEVANT EXPERIENCE

Arden Arcade Apartments | County of Sacramento, CA

Mr. Tan provided structural plan review for a 148-unit apartment complex reviewing for building safety and quality through the use of building standards codes.

Stanford Linear Accelerator | City of Menlo Park, CA

Mr. Tan provided structural engineering code consultation to the Building Inspection Office at the Stanford Linear Accelerator Center (SLAC). He reviewed commercial and industrial projects such as the state-of-the-art LCLS-II Cryogenic Plant and the 55,000 square foot Photon Science Laboratory Building (PSLB). He met with project managers and project engineers at SLAC to establish seismic design criteria and discussed code compliance comments. Mr. Tan also co-authored and taught an on-demand seismic equipment anchorage course to engineers at SLAC.

ISAT Seismic Bracing | Fremont, CA

As Seismic Detailing Manager, Mr. Tan controlled project management and financial accountability for ISAT Seismic Bracing. He was responsible for the overall scopes, schedules and costs of MEP seismic bracing projects, which entailed reviewing engineering drawings and material orders for quality and compliance to specifications and codes. Mr. Tan developed in-house training on project management, engineering and building codes.

Plan Check Engineer | City of Richmond, CA

Mr. Tan was the Plan Check Engineer for the City of Richmond, where he plan checked Chevron Richmond refinery facilities such as refinery structures, petroleum and water tanks, process storm water piping, and civil grading plans. He coordinated multiple permit reviews such as the \$1.7M Chevron research building MEP systems upgrade, \$26M South Yard electrical substation, and \$2.5M Chevron petroleum storage tank replacement.

Additionally, Mr. Tan inspected civil site grading and storm water drainage systems for conformance to approved drawings. After inspection, he reviewed and approved qualification of steel fabricators and special inspection agencies. Mr. Tan consulted customers on civil and structural project design criteria.

Chevron Richmond Refinery | City of Richmond, CA

Mr. Tan educated Chevron project managers, engineers, and contractors to expedite permit process, while writing handouts to inform customers of permit/ inspection requirements. He assisted the City of Richmond (City) plan check engineer to review refinery civil/structural projects. Mr. Tan also provided technical support of Chevron special inspectors on structural steel welding, reinforced concrete, pile-driving, high-strength bolting and other special inspections. Mr. Tan was successful due to his knowledge of personal protective equipment (PPE) and other construction safety requirements.

Structural Engineering Firm | Oakland, CA

Mr. Tan drafted engineering plans using AutoCAD software in collaboration with architects on projects for the Roman Catholic Oakland Diocese, St. Mary's College and high-end residences.

David Nesbet PE

Plan Review Engineer



LICENSES and CERTIFICATIONS

Professional Engineer, State of California
| 72981

ATC-20 Certified for Post-Disaster Evaluations

EDUCATION

Master of Science, Structural and Earthquake
Engineering
San Francisco State University
| San Francisco, CA

Bachelor of Science, Mechanical Engineering
San Francisco State University
| San Francisco, CA

Mr. Nesbet is a licensed Civil Engineer and Plan Reviewer for CSG Consultants, Inc. He has a strong background in reviewing structural engineering for a broad range of projects, including high-end residential projects, commercial tenant improvements, seismic retrofit of existing structures, seismic anchorage of mechanical equipment for commercial facilities, and upgrades to historical structures.

Prior to joining CSG, Mr. Nesbet worked for seven years as a Structural Plan Review Engineer for Kutzmann and Associates in Fremont, CA. While employed by Kutzmann, he spent four months working as a plan checker for the City of Menlo Park. He also has gained practical experience through his experience in remodeling his 1892 home in San Francisco.

RELEVANT EXPERIENCE

Bridgeport at Eden Shores | City of Hayward, CA

Mr. Nesbet provided structural review of a 139 unit housing development.

Lane Woods | City of Menlo Park, CA

Mr. Nesbet performed the structural review of a 32 single family home development by SummerHill homes.

Stanford Shopping Mall | City of Palo Alto, CA

Mr. Nesbet reviewed tenant improvements to Crate and Barrel and Apple stores.

Tesla Motors | City of Palo Alto, CA

Mr. Nesbet reviewed the anchorage of equipment in the Tesla Motors test lab.

AT&T

Mr. Nesbet conducted review of various projects involving cellular antennas and equipment.

Hewlett-Packard Historical Garage

Mr. Nesbet provided review of seismic retrofit/ re-build of the structure.

Various Custom Homes | Cities and Towns of Woodside, Portola Valley, Palo Alto, CA

Mr. Nesbet performed review of custom residencies, accessory structures, pools, barns, vehicle bridges, and landscaping features.

Farzam Tondnevis PE



Plan Review Engineer

LICENSES and CERTIFICATIONS

P.E. Certified in CA
| C 82602

ATC-20/S.A.P. Certified
SEAONC Member

EDUCATION

Master of Science, Construction Management &
Geotechnical
Stanford University, San Jose, CA

Master of Science, Structural Engineering
Stanford University, San Jose, CA

Bachelor of Science, Civil & Environmental
Engineering
San Jose State University, San Jose, CA

Mr. Tondnevis serves as Plan Review Engineer with CSG. He has extensive construction management and engineering experience, including geotechnical, structural and environmental engineering. He is also a part-time faculty member at San Jose State University lecturing in planning, permitting, & structural design for the Undergraduate Program.

RELEVANT EXPERIENCE

Engineer, Building Information Modeling (B.I.M.) Coordinator & Educator | Peoples Associates Structural Engineers (PASE), Milpitas, CA

Mr. Tondnevis worked as an Engineer and worked closely with multidisciplinary teams on building designs. A small sampling of projects on which he has worked includes:

- Designed two schematic new steel framing data center structures with SCBF lateral system & composite system floors as well as estimated & optimized weight of steel for alternative building systems for bidding
- Designed & detailed gravity & lateral systems for a 4-story mixed-use R.C. structure with underground parking (20,400 S.F.) in Palo Alto using ETABS and ADAPT software; also, modeled, annotated, & detailed the structure using Revit for creating a complete set of structural plans for city submittal package
- Designed & detailed slab-column connections (using studrails) for 7-story Marriott Hotel (Skyport Drive by BSB); in addition, reviewed all reinf. concrete & rebar-related submittals for compliance with latest design documents; also, designed cold-form steel & Unistrut framing for building's facade and retail level
- Designed wood framing members for gravity & lateral systems for many multi-family & level residential complexes (Hayward Bart, Elanwood, Donner Lofts, Riverview 5&6, Station Park Green, S.C. Gateway)
- Designed & 3D-modeled retrofit framing for 2-story tilt-up Evergreen Medical Center building (42,000 S.F.) in East San Jose; also, created Revit-generated construction documents; moreover, designed canopy, awning connections, & trash enclosure structures; performed on-site measurement taking & evaluations
- Administered, as sole engineer of the project under PM, various construction administration tasks (including RFI reviewing & calculations, inspection reports reviewing, & daily coordination w/ architect, engineering inspectors, & shop professionals) for forensic investigation & re-build of UCSC's 4 student-housing Infill Apartments Project (\$50M+ lawsuit-involved 2-phase project across span of 20 months)
- Led & coordinated Revit structural modeling & construction documents generating for 3 (new & retrofit) data center projects (Lockheed Martin, Franklin Park, & Mills) for PASE's Mission Critical Studio PMs

Engineer Contractor | ABR Engineers, San Jose, CA

Mr. Tondnevis was an Engineer Contractor with responsibility in creating city submittal packages including construction documents & city permits (including electrical & Title 24) using B.I.M. (Revit) software for two single-family multi-story residences undergoing alterations, additions, & re-modeling.



Rajesh Vangala CBO

Building Plans Reviewer

LICENSES AND CERTIFICATIONS

Certified Building Plans Examiner, ICC Certified
| 8166142
Certified Building Official, ICC Certified
| 8166142
California Energy Code Compliance for Non-Residential Project

EDUCATION

Master of Engineering
Andhra University
| Visakhapatnam, Andhra Pradesh
Bachelor of Engineering
Andhra University
| Visakhapatnam, Andhra Pradesh

With over five years of experience as a Plan Check Examiner, Mr. Vangala provides a wealth of knowledge of California Building Codes to CSG. For CSG, he examines plans of commercial, industrial, and single and multi-family projects to determine compliance with the provisions of the California Building, Mechanical, electrical, Plumbing and Energy Codes, as well as OSHPD (OSHPD3). He also analyzes structural engineering aspects of all designs and calculations, evaluates test reports, and approves plans that comply with California Codes and regulations.

RELEVANT EXPERIENCE

Half Moon Village Senior House | City of Half Moon Bay, CA

Mr. Vangala provided performed complete building plan review services for this affordable senior housing. The 115 unit complex consisted of a 3-story multi use building, four 2-story garden apartments, and one 2-story multi use building (multi-use buildings include community room, laundry room and gym.).

The Promontory | City of Marina, CA

Mr. Vangala provided complete plan review for this 174 unit apartment complex. Construction consisted of three new 4-story apartment buildings, as well as a community center, computer lab/business center, clubhouse and fitness center.

Genentech Building 35 | City of South San Francisco, CA

Mr. Vangala performed complete plan review for this 7-story office building.

AT &T/Sprint/Verizon

Mr. Vangala conducted reviews of various projects involving cellular antennas and equipment.

Onyx Pharmaceuticals

Mr. Vangala provided complete review of office and lab tenant improvements.

The Waverly | City of Foster City, CA

Mr. Vangala provided complete review for this 6-story parking garage.



Kit Wong

Building Plans Reviewer

LICENSES and CERTIFICATIONS

Certified Building Plans Examiner, ICC Certified
| 5300662
Certificate of Completion
"Fire & Life Safety Plan Review" (DSA)

EDUCATION

Bachelor of Science, Civil Engineering
University of California, Davis
| Davis, CA

Ms. Wong serves as a Plans Examiner in the Plan Review Division of CSG Consultants. Her expertise includes enforcement of Building Codes for several jurisdictions throughout California. Her experience in complex commercial and residential structures provides CSG and our clients with the highest quality plan review.

Prior to her employment with CSG, Ms. Wong developed her skills as a Design Engineer for a structural engineering firm in San Francisco. She was instrumental in developing a wide variety of engineering projects including lateral analysis and design, design of concrete, masonry, steel and wood building elements, design of deep shoring and underpinning systems and preparation of structural assessment reports. Ms. Wong's field work has included building investigations, pre-construction damage surveys and special inspection of deep shoring and underpinning systems.

RELEVANT EXPERIENCE

Genentech Development | City of South San Francisco, CA

Ms. Wong has served as the main point of contact between CSG and Genentech for the past 8 years. She provides plan review services (building, mechanical, electrical, plumbing) for all buildings (~65 count) on Genentech's South San Francisco campus. Scope of work includes:

- Complete office and lab build outs; new control areas; installation of mechanical units, fume hoods, bio-safety cabinets, warehouse freezers, nitrogen bulk tanks; HVAC remediation upgrade; gas monitoring improvements; electrical switchgear replacement; glycol piping replacement and insulation; cafeteria remodel; site improvements, etc.
- Weekly meetings at Genentech campus with project managers, project architects and engineers and the city Fire Marshall to review project drawings prior to plans submittal.
- Provide digital plan review services. Manage the Genentech Greenvue website. Prints the approved drawings and documents.

Exelixis | City of South San Francisco, CA

Ms. Wong performed review for this 75,000 square feet office building.

Tanforan Mall | City of San Bruno, CA

Ms. Wong performed review of tenant improvements for this Tanforan Mall in City of San Bruno.

Kaiser Foundation | City of Pleasanton, CA

Stoneridge Mall | City of Pleasanton, CA

Chai Lor

Senior Building Inspector



LICENSES and CERTIFICATIONS

Certified Building Inspector
| ICC 5266158
California Plumbing Inspector
| ICC 5266158
Certified Stormwater Inspector
| CET-4192

EDUCATION

Associate of Science, Building
Inspection Technology
Butte College
| Oroville, CA

Mr. Lor performs field inspections on residential, commercial and industrial projects for CSG and its clients. In his work, he combines inspection expertise with outstanding customer service. Prior to joining CSG, Mr. Lor was a building inspector for the City of Red Bluff. Mr. Lor has examined construction and alterations of buildings and other structures, and enforced building, plumbing, mechanical, electrical and zoning codes, and laws adopted by his municipal clients. His work has also included facilitating the building process by working closely with contractors and building department staff to resolve issues. While with CSG, Mr. Lor's work has included performing inspection and/or plan review services for the following jurisdictions.

RELEVANT EXPERIENCE

Inspection | City of South San Francisco, CA

Inspection projects included the Genentech Laboratory and Office Park.

Building Inspection and Plan Review | City of Millbrae, CA

Inspection projects included: new two story Safeway store, 120 South El Camino Real five story condominiums, 151 El Camino Real new three story condominiums, Millbrae Estates Sub-Division of new single family dwellings.

Building Inspection and Plan Review | City of Half Moon Bay, CA

Inspections projects included: 925 South Main Street new three story housing building, 801 Arnold Way new mixed use three story building.

Building Inspection and Plan Review | City of Pacifica, CA

Inspection projects included: New Walgreens store, Connemara Sub-Division of 23 new SFD, New Shoreview Dental Office, New Oceana Pet Hospital, Cypress Walk sub-division, New City of Pacifica community center accessibility bathroom.

Building Inspection | Jackson Rancheria Casino, CA

Projects included: new block retaining wall, casino defects phase II demolition, standard hotel demolition, tower hotel destructive testing.

Additional municipalities for which Mr. Lor has performed services include:

Building Inspection and Plan Review

City of Brisbane, CA
City of Brentwood, CA
City of Campbell, CA
City of Monte Sereno, CA
City of Seaside, CA
Town of Colma, CA
Town of Los Altos Hills, CA
Town of Portola Valley, CA

Building Inspection

Town of Woodside, CA
Town of Hillsborough, CA
County of San Benito, CA
City of Gilroy, CA
City of Hayward, CA
City of Los Altos, CA
City of Marina, CA
City of Mill Valley, CA
City of Scotts Valley, CA
City of Sausalito, CA
City of San Bruno, CA
City of Soledad, CA



Michael Snowden

Senior Building Inspector

LICENSES and CERTIFICATES

Commercial Mechanical Inspector
Commercial Plumbing Inspector
Commercial Building Inspector
Combination Dwelling Inspector

EDUCATION

Computer Technology
Technical Training Center
| Milpitas, CA

International Relations
University of California Davis
| Davis, CA

Mr. Snowden serves as Senior Building Inspector for CSG Consultants. He has performed or is currently performing services for the Cities of Seaside, Marina, and Salinas.

RELEVANT EXPERIENCE

Building Inspector and Public Works Superintendent | City of Greenfield, CA

Mr. Snowden worked in roles of increasing responsibility from Public Works Supervisor to Building Inspector to Public Works Superintendent for the City of Greenfield. His responsibilities included planning, prioritizing, assigning, supervising and reviewing construction and maintenance work assignments performed by public works staff. In addition to managing inspections for the Building Department, he performed field inspections of new developments to ensure compliance with City ordinances and Building Codes. Mr. Snowden also interpreted City policies and procedures for public works personnel to ensure that proper safety procedures were followed and that safe working conditions were maintained.

Mike Snowden Construction

Mr. Snowden ran his own construction service that performed maintenance, repairs, additions and remodels to residential and commercial properties. He assisted other contractors with construction of new residential and commercial buildings in all phases of construction.

Allan Snowden Construction

Mr. Snowden supervised construction crews through all construction phase of assigned works, such as maintenance, repairs, additions and remodels of residential and commercial properties.

Stefan Hayward

Building Inspector



LICENSES and CERTIFICATIONS

Certified Residential Building Inspector ICC
| 5028547-01

Certified Commercial Building Inspector ICC
| 5028547-01

EDUCATION

Associates in Arts Degree
Cabrillo College | Aptos, CA
A+ Certification
New Horizons Computer Education
| Santa Cruz, CA.

Mr. Hayward has over 13 years of experience as a certified building inspector assisting the public through professional inspection services. In addition to his expertise in performing inspections, Mr. Silva has over 25 years of construction industry experience and excels at personnel management, public relations, and customer service.

RELEVANT EXPERIENCE

Building Inspector

As a Building Inspector for CSG, Mr. Hayward performed inspections of commercial and residential structures for the following cities:

- City of Carmel, CA
- City of Gilroy, CA
- City of Marina, CA
- City of Millbrae, CA
- City of Pacifica, CA
- City of Salinas, CA
- City of Scotts Valley, CA
- City of Seaside, CA

Building / Home Inspector / Business Owner | Bullseye Inspection Services

Mr. Hayward conducted performed all aspects of business operations including marketing, client contact, inspection scheduling, book keeping, and customer care resolution, in addition to providing thorough inspection and analysis of all components and systems of commercial and residential structures. He provided timely and accurate composition of reports, including composing, editing and uploading of digital photographs.

Building / Home Inspector

Buyer's Protection Group, Alpharetta, GA

Land America Financial Group, Glen Allen, VA

Mr. Hayward performed inspection and analysis of all components and systems of commercial and residential structures. He provided timely and accurate composition of reports, including composing, editing and uploading of numerous digital photographs and provided client support during the inspection and reporting process.

Foreman / Carpenter | Cardinal Construction, Santa Cruz, CA

Mr. Hayward provided general construction duties in all phases of construction and types of structures which included small residential maintenance to major commercial projects.

Building / Home Inspector | Amerispec Home Inspection Services, Cameron Park, CA

Mr. Hayward performed inspections of commercial and residential structures.

Steven Davis

Building Inspector



LICENSES and CERTIFICATIONS

Combination Inspector
| 5314100-56

California B-General Building Contractors License
| 935042

EDUCATION

West Valley College
| Saratoga, CA

Mr. Davis has over 25 years of experience in the construction industry with longtime work as a general contractor as well as a building inspector. He has provided inspections of both commercial and residential projects, performed plan reviews, and provided support at the permit counter.

RELEVANT EXPERIENCE

Building Inspector | City of Redwood City, CA

Mr. Davis is currently performing inspection of new mixed use condominiums and existing commercial and residential buildings. He also enforces local and state building codes and logs daily inspection reports.

Building Inspector | City of Campbell, CA

Mr. Davis provided inspection of new and existing commercial and residential buildings. He also approved architectural drawings, enforced local and state building codes and logged daily inspection reports.

Building Inspector Intern | City of Santa Cruz, CA

Mr. Davis performed scheduled inspections, assisted in the issuing of permits, and performed plan check on residential plan checks.

General Building Contractor

Mr. Davis performed remodels on residential and commercial structures.

Exhibit A

This document is formatted for double-sided printing.

Agreement, Legal Standing & Insurance

SECTION

7

CONTRACT AGREEMENT EXCEPTIONS

CSG has reviewed the sample City's Standard Consultant Agreement and proposes to negotiate modifications to the language as indicated in redlines below.

14. **Audit Authority.** Consultant shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this agreement; the accounting and control systems shall be satisfactory to the City. ~~Upon five (5) business days' written notice, the City and the City's auditor shall be afforded access to the Consultant's records, books, correspondence and other data relating to this agreement. The Consultant shall preserve these records, books, correspondence and other data relating to this agreement for a period of four (4) years after final payment or for such longer period as may be required by law. In addition, Consultant agrees to make said records, books, correspondence and other data relating to this agreement available to City at City's principal place of business upon seventy-two (72) hours written notice.~~ The City Manager, or his or her designee, shall at all times have the right to inspect the work, services, or materials. Consultant shall furnish all reasonable aid and assistance required by City for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve Consultant from any obligation to perform said work or services strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

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

LEGAL AND FINANCIAL STANDING

CSG has no pending lawsuits or claims arising from any public projects relating to services provided currently or in the past 5 years.

INSURANCE COVERAGE

CSG is a fully insured corporation and maintains the following coverage.

COVERAGE	Limits of Liability
WORKERS COMPENSATION	Statutory
COMMERCIAL GENERAL LIABILITY	\$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate
AUTOMOBILE LIABILITY	\$1,000,000 Combined Single Limit
PROFESSIONAL LIABILITY	\$3,000,000 Each Claim



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: May 4, 2017

SUBJECT: APPROVE A RESOLUTION AUTHORIZING A CONTRACT FOR SERVICES WITH THE MONTEREY COUNTY REGISTRAR OF VOTERS FOR ASSISTANCE WITH VOTER INFORMATION AND VOTE BY MAIL VOTER VERIFICATION

PURPOSE

That the City Council approve a resolution authorizing the City Manager to execute a contract for services with the Monterey County Registrar of Voters for assistance with Voter information and Vote By Mail voter verification for the June 6, 2017 Seaside Special Municipal Election.

RECOMMENDATION

That the City Council approve the resolution and authorize the execution of the contract for services.

BACKGROUND

The Monterey County Registrar of Voters (ROV) is responsible to collect, maintain and verify voter information. Since the City of Seaside is conducting its own election for the June 6, 2017 election, there is need to engage the ROV for services to obtain voter information to be able to send out official ballots, voter information guides and verify signatures on all vote by mail ballots that are received during the election.

Per California Election Code a service agreement must be established with the ROV to provide services which must also be approved by the Monterey County Board of Supervisors.

Per the agreement, the City will be responsible for secured transport of all vote by mail envelopes to and from the ROV and the City will also be responsible for contacting voters who have failed to sign the vote by mail envelope and for collecting those signatures in accordance with Elections Code § 3019.

The ROV will agree to facilitate the following:

1. Produce a report of the registered voters residing within the City boundaries and shall make said data available to the City.
2. Produce a report and make available to the City the contact information for the poll workers who have previously served at the polls within the City polling places.
3. Conduct Signature verification including conducting a comparison of voter's signature on the envelope to the voter's signature on file
4. Prepare verified vote by mail ballots grouped by disposition (accepted, pending no signature, and challenged) for transport by the City.
5. In providing the services listed above, the Registrar of Voters shall cause the setup of the election in the Data Information Management System.

FISCAL IMPACT

Total cost of services is dependent upon the number of voters that turn out for the election and the total costs are not anticipated to be more than \$5,000.

ATTACHMENTS

1. Draft Agreement
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

SERVICE AGREEMENT FOR THE PROVISION OF ELECTION

SERVICES BETWEEN THE CITY OF SEASIDE AND
City

MONTEREY COUNTY REGISTRAR OF VOTERS
June 6, 2017
Election

This Agreement, entered into this _____ day of _____ 2017, by and between the
City of Seaside and Monterey County Registrar of Voters (hereinafter referred to as
City
Registrar of Voters);

WHEREAS, the City of Seaside will conduct a special tax election using the services of a private vendor.

WHEREAS, it is necessary and desirable that the Registrar of Voters be retained for the purpose of providing specific services hereinafter described for the City of Seaside
City
(hereinafter referred to as the City);

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

SERVICES TO BE PERFORMED BY THE CITY:

- 1) The City is responsible for the secure transportation of vote by mail envelopes to and from the office of the Registrar of Voters in Salinas for signature verification. Said transportation includes the chain of custody of voted ballots and will occur at minimum, during regular office hours, each Thursday during the early voting period, Wednesday June 7, 2017, and Monday, June 12, 2017.
- 2) The City is responsible for contacting voters who have failed to sign the vote by mail envelope and for collecting said signatures in accordance with Elections Code § 3019. The City is responsible for the transportation to and from the Registrar of Voters in Salinas for signature verification at least once a week as available, during regular office hours, with the final delivery on Thursday, June 15, 2017.
- 3) The City will request additional services of the Registrar of Voters in writing as addendums to the current Agreement.

SERVICES TO BE PERFORMED BY REGISTRAR OF VOTERS:

- 1) The Registrar of Voters shall produce a report of the registered voters residing within the City boundaries and shall make said data available to the City.

- 2) The Registrar of Voters shall produce a report and make available to the City the contact information for the poll workers who have previously served at the polls within the City polling places.
- 3) Signature verification will be conducted by the Registrar of Voters and will require:
 - a) Use of the Opex envelope opener
 - b) Comparison of voter's signature on the envelope to the voter's signature on file
- 4) The Registrar of Voters shall prepare verified vote by mail ballots grouped by disposition (accepted, pending no signature, and challenged) for transport by the City.
- 5) In providing the services listed above, the Registrar of Voters shall cause the setup of the election in the Data Information Management System.

TERMS:

This Agreement shall be in effect for the performance of all services incident to the preparation and conduct of the election to be held on June 6, 2017.

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

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

CONSIDERATION:

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

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

CITY:

Signature: _____ Date: _____

Print Name: _____

Title: _____

COUNTY:

Signature: _____ Date: _____

Print Name: _____

Title: _____



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: May 4, 2017

**SUBJECT: RENEWAL OF THE ANNUAL BINGO LICENSES FOR V.F.W. POST
8679 AND MONTEREY PENINSULA AVENUE OF THE FLAGS**

PURPOSE

The purpose of this item is to provide the City Council an opportunity to review the 2017 annual bingo license renewal applications from the two non-profit organizations (two licenses) that conduct bingo games in the City of Seaside.

RECOMMENDATION

It is recommended that the City Council approve the renewal applications for annual Bingo licenses for Seaside-Monterey Memorial V.F.W. Post 8679, 1996 Fremont Blvd., and Monterey Peninsula Avenue of Flags, 986 Hilby Ave.

BACKGROUND

Section 5.16 of the City of Seaside Municipal Code requires that every non-profit organization that conducts bingo games in the City have a Bingo License. The process requires that an application be submitted to the City Clerk with the payment of a \$52.00 fee. Each application is then reviewed by the City Council, which can issue, deny, or revoke the license. The license, if issued, is valid for a twelve-month period.

The two organizations listed above have conducted licensed Bingo games in Seaside for many years in accordance with the Municipal Code. No complaints have been filed regarding the bingo operators who are requesting license renewal. They have submitted their annual renewal applications and their \$52 fee.

FISCAL IMPACT

The Bingo license fees have been included in the City's revenues. There are no costs incurred from the approval of this item.

ATTACHMENTS

1. Bingo License Applications for Monterey Peninsula Avenue of Flags and Seaside-Monterey Memorial V.F.W. Post 8679.
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

FINANCE DEPARTMENT440 Harcourt Avenue
Seaside, CA 93955Telephone (831) 899-6240
FAX (831) 899-6341
TDD (831) 899-6207**BINGO PERMIT APPLICATION**(pursuant to City of Seaside Municipal Code Section 5.16
and Penal Code section 326.5)

DATE OF APPLICATION 11/31/2017

NAME OF ORGANIZATION Monterey Peninsula Avenue of Flags

BUSINESS ADDRESS 781 Prescott Ave. Monterey CA, 93940 PHONE 831-373-3648

LOCATION OF BINGO GAMES 986 Hilby Ave. Seaside, CA. 93955

NON-PROFIT ORGANIZATION? YES X NO

TAX EXEMPT CATEGORY yes DATE RECEIVED
(If this an initial application, please attach copy of IRS Exemption Letter)

INTENDED USE OF BINGO GAME PROCEEDS Donations - Grants

OFFICERS OF THE ORGANIZATION:

<u>NAME</u>	<u>TITLE</u>	<u>PHONE</u>
<u>Tommy Douglas</u>	<u>President</u>	<u>831-373-3648</u>
<u>Racheal Viejra</u>	<u>Vice President</u>	<u>831-920-8155</u>
<u>James Bogan</u>	<u>Treasurer</u>	<u>831-393-0937</u>

The above named organization agrees to abide by all the rules and regulations set forth in the Seaside Municipal Code, the State of California Penal Code, and the Federal and State Taxing authorities.

SIGNATURE Tommy Douglas DATE 11/31/2017

PRINT NAME Tommy Douglas PHONE 831-373-3648

LICENSE FEE PAID \$ 52.00 CITY RECEIPT # 00 226955

DATE PAID 2/1/17



RECEIVED
FEB 13 2017

BY: _____

BINGO PERMIT APPLICATION

(Pursuant to City of Seaside Municipal Code Section 5.16
and Penal Code section 326.5)

DATE OF APPLICATION 10 Feb 17
NAME OF ORGANIZATION SEAMONT MEMORIAL POST 8679 UFW
BUSINESS ADDRESS 1996 FREEMONT BLVD PHONE 831 394 7031
LOCATION OF BINGO GAMES 1996 FREEMONT BLVD SEASIDE
NON-PROFIT ORGANIZATION? YES X NO _____
TAX EXEMPT CATEGORY 501-C3 DATE RECEIVED _____
(If this an initial application, please attach copy of IRS Exemption Letter)
INTENDED USE OF BINGO GAME PROCEEDS CHARITY

OFFICERS OF THE ORGANIZATION:

NAME	TITLE	PHONE
<u>BENNIE COOPER</u>	<u>COMMANDER</u>	<u>394 4860</u>
<u>HARRY MACK</u>	<u>1st VICE COMMANDER</u>	<u>899 1271</u>
<u>ELLSWORTH GLAZIER</u>	<u>QUARTERMASTER</u>	<u>899 1886</u>

The above named organization agrees to abide by all the rules and regulations set forth in the Seaside Municipal Code, the State of California Penal Code, and the Federal and State Taxing authorities.

SIGNATURE [Signature] DATE 10 FEB 17
PRINT NAME ELLSWORTH GLAZIER PHONE 899 1886

LICENSE FEE PAID \$ 52.00 CITY RECEIPT # _____
DATE PAID 10 FEB 17



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief
Robert Jackson, Police Chief

DATE: May 4, 2017

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING THE 2017 FIREWORKS OPERATIONS PLAN AND THE 2017 FIREWORKS SURCHARGE PERCENTAGE.**

PURPOSE

The purpose of this Resolution is to approve the 2017 Fireworks Operations Plan and the 2017 Fireworks Surcharge as outlined in the City of Seaside Municipal Code Chapter 8.32 relating to fireworks.

RECOMMENDATION

Approve proposed Operations Plan and Surcharge of seven percent for 2017.

BACKGROUND

The City of Seaside Fireworks Ordinance is found in the Seaside, California, Code of Ordinances, Title 8, Health and Safety Code. Chapter 8.32 Section 8.32.140 Police and Fire Department Illegal Fireworks Operation Plan and After Action Report require the Police and Fire Departments to present to City Council an Operations Plan for the thirty day period surrounding the 4th of July. Also Section 8.32.150 allows the City to assess a surcharge of not more than 7% of the gross sales of fireworks sold in the City that year. The surcharge is intended to raise sufficient funds for the City to pay for the cost of enforcement of the provisions of Chapter 8.32, including extra personnel time and clean-up of the fireworks trash and debris left behind each year.

Police Department:

These projected costs are associated with Sunday, July 2, Monday, July 3 and Tuesday July 4,

2017, PD enforcement action. The PD will actively seek out individuals using illegal fireworks. We will track arrests, citations and contacts (regarding fireworks calls for service).

Sunday July 2nd:

2 Officers X 6 hours = \$1,215.30

(active enforcement for calls for service regarding illegal fireworks)

Monday July 3rd:

5 Officers X 6 hours = \$3,645.90

(active enforcement for calls for service regarding illegal fireworks)

1 Sergeant X 6 hours = \$671.42

(supervise illegal fireworks enforcement detail)

Tuesday July 4th:

8 Officers X 6 hours = \$4,861.21

(active enforcement for calls for service regarding illegal fireworks)

1 Sergeant X 6 hours = \$671.42

(supervise illegal fireworks enforcement detail)

Total = \$11,065.25

Fire Department:

The Fire Department will staff a third, three-person engine company for 14 hours on July 4, 2017. In addition to the third engine company, the on duty Battalion Chief is a Fire Department Fire Investigator and will conduct fireworks enforcement on the Fourth of July.

1 Three Person Engine Company

Captain	14 hrs. @ \$64.26 an hour	\$899.64
Engineer	14 hrs. @ \$57.06 an hour	\$798.84
Firefighter	14 hrs. @ \$51.84 an hour	\$725.76
	Company Total	\$2,424.24

1 Fire Investigator

Enforcement Patrol (On Duty)

Total = \$2,424.24

Public Works:

Monday July 3rd Clean-Up

\$67 x 7 maintenance workers x 9 hours on straight time 63 hours = \$4,221

\$135 (sweeper) x roughly 9 hours = \$1,215

\$35 per truck x 3 x 9 hours = \$945

Wednesday July 5th Clean-Up

\$75 x 7 maintenance workers x 3 hours on overtime 21 hours = \$1,575

\$67 x 7 maintenance workers x 9 hours on straight time 63 hours = \$4,221

\$135 Sweeper x 12 hours = \$1,620

\$35 per truck x 3 x 12 hours = \$945

Total = \$14,742

Total All Departments: \$28,231.49

FISCAL IMPACT

The City may impose an up to a 7% surcharge of the gross sales of fireworks for that year. The surcharge estimates will be based on the actual 2016 retail sales figures of \$252,837.98.

1%	\$2,528.37
2%	\$5,056.74
3%	\$7,585.11
4%	\$10,113.48
5%	\$12,641.85
6%	\$15,170.22
7%	\$17,698.59

ATTACHMENTS

1. Resolution
2. Fireworks Ordinance Sections 8.32.140 and 8.32.150

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING THE 2016 FIREWORKS OPERATIONS PLAN AND THE 2017
FIREWORKS SURCHARGE PERCENTAGE.**

WHEREAS, The City of Seaside Fireworks Ordinance is found in the Seaside, California, Code of Ordinances, Title 8, Health and Safety Code, Chapter 8.32;

WHEREAS, Section 8.32.140 Police and Fire Department Illegal Fireworks Operation Plan and After Action Report require the Police and Fire Departments to present to City Council an Operations Plan for the thirty day period surrounding the 4th of July;

WHEREAS, Section 8.32.150 allows the City to assess a surcharge of not more than 7% of the gross sales of fireworks sold in the City that year;

WHEREAS, The surcharge is intended to raise sufficient funds for the City to pay for the cost of enforcement of the provisions of Chapter 8.32, including extra personnel time and clean-up of the fireworks trash and debris left behind each year.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the proposed Police, Fire and Public Works Operations Plan and Surcharge of seven percent for 2017.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 4th day of May, 2017, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton
City Clerk

ORDINANCE AMENDING AND RESTATING CITY OF SEASIDE MUNICIPAL
CODE CHAPTER 8.32 RELATING TO FIREWORKS

8.32.140 & 8.32.150

**8.32.140 POLICE AND FIRE DEPARTMENT ILLEGAL FIREWORKS OPERATION PLAN
AND AFTER ACTION REPORT.**

(a) On or before the first regular City Council meeting in May of every year, both the City's police and fire departments must present to the City Council an Operation Plan for the thirty day period surrounding the 4th of July (June 17 through July 16) for that year. Said operation plan should include, but not be limited to, the following information:

1. Identification of areas within the City where illegal fireworks were a problem in the previous year;
2. A general explanation of the supplemental fire and law enforcement personnel deployed within the City;
3. A report on the additional apparatus and personnel who'll be on duty for the period of June 17th through July 16th of that year.
4. Recommendations on and discussion of what, if any, dedicated illegal fireworks enforcement patrols there should be for that year and all other relevant information and statistics deemed necessary by the City Council.
5. A detailed discussion of the costs that will be incurred by the City that year to be delivered in the operation plan; what, if any, of these costs will be covered by existing fees levied on the permittees, and unexpended surcharge revenue from prior years.
6. A proposed recommendation for a surcharge resolution establishing the surcharge amount to be levied that year on each retail sale of Safe and Sane Fireworks in an amount not to exceed 7%.

(b) On or about September 1 of that same year, both police and fire departments must report back to the City Council with an After Action Report. That report should include, but is not limited to:

1. An evaluation of the effectiveness of that department's Operation Plan for that year including a listing of any significant fireworks-related incidents, both "Dangerous Fireworks" and "Safe and Sane Fireworks";

2. Relevant incident statistics for the period of June 17th through July 16th, and identification of fireworks related incidents.
3. A report on how many calls there were regarding suspected “Dangerous Fireworks”, how many of those calls either of the departments responded to, how many of those calls resulted in seizures and/or administrative fine citations.

8.32.150 Fireworks Surcharge.

(a) All nonprofit retail booth locations shall assess a surcharge, on all retail sales of Safe and Sane Fireworks that occur in the City. The assessment shall be paid by the permittee upon presentment of an invoice by the City. The surcharge will be assessed to the public for each retail sale and is up and above the retail price of the fireworks and will not be deducted from the permittees net profit.

(b) The assessment is intended to raise sufficient funds for the City to help pay for the cost of enforcement; inspection of stands; public education and awareness campaigns; enforcing the provisions of this Chapter, including extra personnel time, and cleanup of the fireworks trash and debris left behind each year. “Extra personnel time” shall be defined as employee or contracted employee time that the City would not otherwise incur but for the sale and use of Safe and Sane Fireworks. By the first regular City Council meeting in May of each year, the City Manager must submit to the City Council for its approval, a proposed budget for police, fire, administrative services and public works departments. The exact amount of the assessment shall be determined each year by no later than the second regular City Council meeting in May of that year and notice sent to each of the permittees. In no event shall the assessment be more than 7% of the gross sales of the fireworks sold in the City that year. The fireworks wholesaler with whom each permittee has contracted shall be responsible for collecting the estimated assessment from their nonprofit organizations, advising the City of the amount of each estimated assessment collected, and holding the funds in trust pending notification by the City of the exact amount owed. After the City determines each permittee’s share of the total annual sales volume, each permittee shall be billed for its share of the total assessment. A duplicate copy of each permittee’s invoice will be sent to its fireworks wholesaler. Payment of the assessment by each permittee shall be due to the City 30 days after the issuance of the invoice. The expenses submitted are subject to review, audit and dispute by any permittee who has to pay the assessment that year. Any dispute of the assessment must be filed within 15 days of its receipt or any right to contest it will be deemed waived. The City Council is the final arbiter of any disputed assessment. Any excess (i.e., difference between amount of surcharge collected by each group and the amount of their individual assessment) shall remain the property of that permittee.

(c) Failure by any permittee to pay the amount assessed to it by the City shall be cause to bar the permittee from selling Safe and Sane Fireworks in the future, until the

assessment is paid in full. Furthermore, if the assessment is not paid by the due date, it shall be subject to a 10% penalty for each month or portion of a month that it is late.