



## AGENDA

CITY OF SEASIDE  
CITY COUNCIL

REGULAR MEETING  
Council Chamber  
440 Harcourt Avenue  
Thursday, May 18, 2017  
7:00 PM

---

*PLEASE TURN OFF YOUR CELL PHONES UPON ENTERING THE MEETING*

1. **CALL TO ORDER**

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

|                  |                |
|------------------|----------------|
| Ralph Rubio      | Mayor          |
| Dennis Alexander | Council Member |
| Jason Campbell   | Council Member |
| David R. Pacheco | Council Member |
| Kayla Jones      | Council Member |

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

4. **REVIEW OF AGENDA**

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

5. **PUBLIC COMMENT**

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

6. **PUBLIC AGENCY COMMUNICATIONS**

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

7. **PRESENTATIONS**

**A. PROCLAMATION DECLARING MAY 21-27, 2017 AS “NATIONAL PUBLIC WORKS WEEK” IN THE CITY OF SEASIDE**

**PURPOSE:** Consider a proclamation to declare the week of May 21 through 27, 2017 as “National Public Works Week” in the City of Seaside.

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

**B. PRESENTATION OF THE MAY 2017 HOUSE OF THE MONTH AWARD**

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

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

**8. CONSENT CALENDAR**

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

**A. APPROVE THE MINUTES OF MAY 4, 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 22, 2017 through May 5, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of April 27, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,655,595.24.

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

**C. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH URGENCYMED FOR OCCUPATIONAL HEALTH SERVICES**

**PURPOSE:** The purpose of this item is to authorize the City Manager to sign a contract with UrgencyMed for occupational health services.

**RECOMMENDATION:** It is recommended that the Council approve the resolution.

**D. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL BASEBALL TEAM**

**PURPOSE:** The purpose of this agenda item is for the City Council to consider a Three Thousand Dollar (\$3,000.00) request from Seaside High School Baseball Team for a donation from the Mayor's Youth Fund.

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

**E. APPROVE A FEE WAIVER REQUEST FROM ACTION COUNCIL OF MONTEREY COUNTY AND PALENKE ARTS ORGANIZATION TO USE LAGUNA GRANDA PARK TO HOLD THEIR SECOND ANNUAL PALENKE ARTS MUSIC FESTIVAL.**

**PURPOSE:** The purpose of this item is to consider the request for a fee waiver by the Palenke Arts/Action Council in the amount of One Thousand Eight Hundred Fifty Three Dollars and Twenty Five Cents (\$1,853.25.)

**RECOMMENDATION:** It is recommended that the City Council approve this agenda item.

**F. ACCEPTANCE OF CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES REIMBURSEMENTS IN THE AMOUNT OF \$452,455.10 FOR FIRE DEPARTMENT PERSONNEL TO ATTEND HAZARDOUS MATERIALS TRAINING SPECIFICALLY RELATED TO THE HAZARDOUS MATERIALS BY RAIL PROGRAM.**

**PURPOSE:** The purpose of this item is to provide the City Council an opportunity to review, discuss and consider the acceptance of California Governor's Office of Emergency Services (CalOES) reimbursements in the amount of \$452,455.10 for fire department personnel to attend hazardous materials training specifically related to the Hazardous Materials by Rail Program.

**RECOMMENDATION:** It is recommended that the City Council approve the acceptance of California Governor's Office of Emergency Services reimbursements in the amount of \$452,455.10 for fire department personnel to attend hazardous materials training specifically related to the Hazardous Materials by Rail Program.

**G. RESOLUTION APPROVING AN AGREEMENT WITH SAND CITY SUCCESSOR AGENCY ON REPLACEMENT OF BONDS**

**PURPOSE:** The purpose of this item is to provide the City Council an opportunity to consider and approve a resolution and a related agreement with Sand City Successor Agency regarding the refunding of the Sand City Redevelopment Agency 2008A Bonds by the Sand City Successor Agency. The Agreement clarifies that all references to the 2008A Bonds in paragraph 1.e of the *City of Seaside v. City of Sand City, et al.* judgment date January 16, 2016, shall mean and refer to the Subordinate Tax Allocation Refunding Bonds Series 2017, when issued. Therefore the existing obligations of the Judgment have not been changed.

**RECOMMENDATION:** It is recommended that the City Council adopt the resolution approving the agreement with Sand City Successor Agency regarding the refunding of the Sand City Redevelopment Agency 2008A Bonds by the Sand City Successor Agency and authorizing the Mayor to sign the agreement.

**H. 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**

**PURPOSE:** To amend a lease with the Central California Chapter of the American Youth Hostels to change the Lessee to the Fort Ord Youth Hostel Society, a 501(c)3 that was created to replace the Central Coast Chapter of the American Youth Hostels due to restructuring of the national American Youth Hostels.

**RECOMMENDATION:** It is recommended that City Council authorize the City Manager to execute an amendment to the lease with the Central California Council of America Youth Hostels to transfer the lease to the newly formed Fort Ord Hostel Society and to make any non-substantive changes as required.

**9. BUSINESS ITEMS**

**A. APPROVE CO-SPONSORSHIP FOR THE USE OF METZ/ELLIS/CUTINO PARK FOR THE YOUTH FUTSOL SOCCER LEAGUE AND OCEAN GROWN 3 ON 3 BASKETBALL TEAM**

**PURPOSE:** The purpose of this item is to consider two separate requests: 1.) Futsol Soccer League for co-sponsorship for the use of Metz Park and/or Cutino Park for Futsol Youth Soccer 2) Ocean Grown 3 on 3 basketball team for use of Ellis Park for a 3 on 3 basketball tournament.

**RECOMMENDATION:** Staff recommends that the City provide co-sponsorship of the Youth Futsol Soccer League and Ocean Grown 3 on 3 Basketball Team.



**B. REVIEW, DISCUSS AND CONSIDER GRANTING THE CENTRAL COAST BOMBERS APPROVAL OF A 2017 APPLICATION FOR A PERMIT TO SELL SAFE AND SANE FIREWORKS.**

**PURPOSE:** The purpose of this item is to provide the City Council an opportunity to review, discuss and consider granting the Central Coast Bombers approval of a 2017 application for a permit to sell safe and sane fireworks.

**RECOMMENDATION:** Provide staff direction with respect to approval of a 2017 application by the Central Coast Bombers for a permit to sell safe and sane fireworks.

**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

---

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

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

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



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 7.A.**

**TO:** City Council

**FROM:** Craig Malin, City Manager

**BY:** Rick Riedl, City Engineer

**DATE:** May 18, 2017

**SUBJECT: PROCLAMATION DECLARING MAY 21-27, 2017 AS “NATIONAL  
PUBLIC WORKS WEEK” IN THE CITY OF SEASIDE**

---

**PURPOSE**

Consider a proclamation to declare the week of May 21 through 27, 2017 as “National Public Works Week” in the City of Seaside.

**RECOMMENDATION**

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

**BACKGROUND**

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

**FISCAL IMPACT**

There is no fiscal impact.

**ATTACHMENTS**

1. Proclamation
- 

Reviewed for Submission to the  
City Council by:



---

Craig Malin, City Manager

City of Seaside  
*Proclamation*



Proclaiming  
**National Public Works Week**  
**May 21-27, 2017**

**WHEREAS**, public works infrastructure, facilities and services are of vital importance to sustainable communities and to the health, safety and well-being of the people of this community; and,

**WHEREAS**, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers and employees from State and local units of Government and the private sector, who are responsible for and must plan, design, build, operate, and maintain the transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential to serve our citizens; and

**WHEREAS**, the health, safety and comfort of this community greatly depends on these facilities and services; and

**WHEREAS**, it is in the public interest for the citizens, civic leaders and children in the United States of America to gain knowledge of and maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

**WHEREAS**, the year 2017 marks the 57<sup>th</sup> annual National Public Works Week sponsored by the American Public Works Association be it now,

**RESOLVED**, I, Ralph Rubio, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim May 21-27, 2016, as “**National Public Works Week**” and call upon the citizens and civic organizations to acquaint themselves with the issues involved in providing public works and to recognize the contributions which public works officials make everyday to our health, safety, comfort, and quality of life.

A handwritten signature in blue ink, reading "Ralph Rubio".

Ralph Rubio  
Mayor  
May 18, 2017



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 7.B.**

**TO:** City Council

**FROM:** Craig Malin, City Manager

**BY:** David Little, Building Official

**DATE:** May 18, 2017

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

---

**PURPOSE**

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

**RECOMMENDATION**

It is recommended that the City Council present the May 2017 House of the Month award.

**BACKGROUND**

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

Each month the Neighborhood Improvement Program Commission selects an award recipient from a list of nominated homes. (Name) of (Address) has been selected for the May 2017 House of the Month award.

**FISCAL IMPACT**

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

**ATTACHMENTS**

1. May 2017 House of the Month
- 

Reviewed for Submission to the  
City Council by:



---

Craig Malin, City Manager



Q10 H.159







## DRAFT MINUTES

CITY OF SEASIDE  
CITY COUNCIL

REGULAR MEETING  
COUNCIL CHAMBER  
Thursday, May 4, 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  
ABSE

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

Pastor Jim Nelson of Pass the Word Ministries and One Starfish Safe parking provide the invocation and Mayor Pro Tem Alexander led the Pledge of Allegiance.

4. **REVIEW OF AGENDA**

No changes were requested.

5. **PUBLIC COMMENT**

Mayor Rubio invited comments from the public.

- Jessie Perez, president of Local LULAC Council presented to the Council a certificate of recognition for designating Seaside as a Sanctuary City. He read the letter addressed to the Council.
- Brigs Latham spoke about the crimes in the Seaside Highland neighborhood and spoke to the helpful response by Commander Borges and the Police Department. He spoke to the photos that were presented previously and he is appreciative that he has seen progress being made. He spoke to the homeless camp off of Monterey Road, yet residents keep seeing these individual peering into neighborhood homes and staring people down. He did acknowledge that some neighborhood members cleaned up a few encampments themselves.
- Peter Keiser indicated it was the National Day of Prayer and he prayed for the Council.
- Ray Dandridge spoke in support of Measure L and G on the June 6th, 2017 ballot. He spoke to complaints about street conditions, and hopes it will not just seal pot holes but also resurface streets as well as take care of ADA access for parking. He then questioned if it was possible that at least 50% go toward fixing the road.
- Lisa Latham spoke in continuance of Mr. Latham's comments and wanted to know the status of the survey of the neighborhood and about the promised signs and map differentiating Seaside and MPUSD property.
- Sandy Yee, Seaside High Glee Club president thanked the Council for sponsoring the group to attend their annual conference and spoke to the benefit of the experience for the club members.
- Helen Rucker spoke to her efforts running the Seaside Voting Education Center she indicated that she has shared information regarding voter registration as well as her letter of support of the ballot measures she sent out. She shared some comments she received in response. The first was that voters thought water cleanliness was regarding drinking water system, and not storm water cleanliness. Also, people are asking questions about the City Run election, expressing concern about accountability. She spoke to being in favor of the measures.



- Mike Ward Commander from the American Legion Seaside invited the Council and the citizens to the Police and Fire Award Night event May 23rd at 6:00 PM. He informed the public that they will also be hosting the Veteran's Memorial Day Services at the Seaside Memorial Cemetery at 10:30 am.
- Ruthie Watts informed the Council and the public with pride that Community Partners for Youth is honoring Helen Rucker Saturday night at the Marriott hotel along with the MPUSD Superintendent. .

City Manager Malin spoke to the efforts at Seaside Highlands indicating that the Police Department is working hard to assist. He reported that he met with the Seaside Highlands Resident's association where he toured the concerning properties. They shared an agenda of concerns and he will report back by the 24th or before. He further clarified that the possibility of dedicating revenues from measures L & G does not allow the promise of allocating to specific funding. He did explain that it is stormwater cleanliness that we are seeking to improve.

**6. PUBLIC AGENCY COMMUNICATIONS**

There were no public agency communications.

**7. PRESENTATIONS**

**A. RECOGNITION OF KEN RUDISILL FOR HIS 22 YEARS OF SERVICE TO THE CITY OF SEASIDE'S BOARD OF ARCHITECTURAL REVIEW**

Mayor Rubio spoke to the tireless efforts of Ken Rudisill for his significant tenure of service to the City of Seaside as a board member on the Board of Architectural Review.

**B. PRESENTATION OF APRIL 2017 HOUSE OF THE MONTH AWARD**

Mayor Rubio and Neighborhood Improvement Program Commissioner Natalia Molina presented the award to the winners of the House of the Month and presented the plaque and a gift certificate to a local Seaside business for maintaining their home and improving their neighborhood.

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

Economic Development Manager Gloria Stearns spoke to the purpose of Economic Development Week and introduced a City competition to try to engage the public and earn an award from the National Economic Development Council. She introduced the #SeasideLove campaign and encouraged anyone and everyone to take to social media and to post what you love about seaside. Take a picture in front of your favorite Seaside Business and share the love. Be sure to use two hashtags #SeasideLove and #EDW2017.

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

Mike Ward from the American Legion received the proclamation from the Mayor, who read the purpose of Poppy Month in the City of Seaside.

**8. CONSENT CALENDAR**

No items were pulled for consideration. Mayor Rubio invited public comments for items on the Consent Agenda and had no requests to speak.

On Motion by Council Member Campbell and seconded by Mayor Pro Tem Alexander and passed by the following vote the City Council approved the consent calendar as presented.

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

**A. APPROVE MINUTES OF APRIL 20, 2017**

*Action: Approved*

**B. APPROVE AND FILE CITY CHECKS**

*Action: Approved*

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

*Action: Accepted*

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

*Action: Approved*

**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**

*Action: Adopted Resolution 17-29*

**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**

*Action: Authorized and passed Resolution 17-30*

**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**

*Action: Authorized and passed Resolution 17-30*

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

*Action: Approved*

**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.**

Fire Chief Dempsey spoke to the 2017 Fireworks operations plan and the current City Ordinance that allows the City to assess a surcharge of not more than 7% for enforcement and clean up from the fireworks that are used during the holiday. Fire Chief Dempsey outlined the Fire, Police and Public Works operations plans detailing the additional staffing that is required for safety and clean up from the holiday. He concluded that anticipated retail sales are \$252,837 and a 7% surcharge would be generate \$17,698 and a total cost of the operations plan is projected at \$28,231. Chief

Dempsey answered questions from the Council.

Council Member Campbell questioned why the costs came up from last year, to which he indicated the first year estimate was high, and the final numbers came in lower than estimated. Revenue to the general fund was only \$247 dollars after actual costs were incurred. The goal is to ensure that the City does not incur a loss. Council Member Campbell agreed and spoke in support of the surcharge needing to cover all of the expenses of the holiday impacts. Council Member Alexander questioned the robustness of enforcement during the holiday to which Commander Borges spoke to the enforcement before and during holiday, to the significant enforcement and issuance of citations. They show a very strong presence on the Fourth of July.

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

Mayor Pro Tem Alexander moved to approve the operations plan and the proposed 7% surcharge for 2017, and was seconded by Council Member Campbell.

Speaking on the second, Council Member Pacheco indicated he cannot support the item as he thinks this surcharge punishes youth organizations in the community. This is a successful and important fundraising avenue and it takes away from their proceeds.

Mayor Rubio agreed with Council Member Campbell that we need to be able to pay for the services.

Motion carries 4-1 Pacheco voting no.

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

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

Council Member Pacheco reported that TAMC is getting input about how to improve HWY 68 and is reviewing allocations from Senate Bill for Seaside to improve streets. He also reported that at the MPUSD Board meeting the Board approved new principal and administration positions, including King Elementary where Sam Humphry will be the new principal. He also noted that the lights near The Embassy Suites are still out and requested that they be repaired. Council Member Campbell spoke to attending the Central Coast Labor Union Gala with Council Member Jones. At the MPRWMD, things are moving forward on the new recycling facility and there is discussion on raising the tipping fees to help balance the budget. There will be public hearings where people can comment prior to any actions being taken. He also spoke to the importance of proper disposal for expired and unused medications. Mayor Pro Tem Alexander spoke to attending Mayor Pendergrass' Retirement Dinner and thanked public safety departments for their time devoted to helping create the Public Safety Academy at Seaside High. Mayor Rubio spoke to attending many events representing the City of Seaside including Mayor Pendergrass' recognition event. He spoke to having Jury Duty last week, and then attended a water meeting at the MRWPCA. He reported on recent FORA meetings attended.

**11. ADJOURNMENT**

On motion, the meeting was adjourned at 8:09 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 18, 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 22, 2017 through May 5, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of April 27, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,655,595.24.

**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:

\$969,123.55 for payroll and benefits;  
\$12,115.90 to John C Gemma for 1-year phone contract extension  
\$21,774.50 to Gold Coast Armory for PD ammunition resupply

\$22,495.31 to Monterey Co. Sheriff-Coroner for quarterly Criminal Justice Information System payment  
\$15,965.76 to County of Monterey IT Department for Feb. 2017 IT/network charges  
\$11,625.00 to Public Safety Consulting, Inc. for PD investigation  
\$40,000.00 to City of San Diego to move money from PRVNT to SRU from AB109 account  
\$46,000.00 to Trane for City Hall contract  
\$14,290.82 to California-American Water for water services  
\$10,561.20 to Kosmont Companies for March 2017 professional services  
\$56,580.14 to Miracle Play Systems for play structure at Laguna Grande Park  
\$36,730.30 to Monterey Co. Elections Dept. for November 8, 2017 election  
\$40,354.88 to PG&E for utility services  
\$20,231.00 to Raimi & Associates for March 2017 general plan update  
\$210,684.21 to U.S. Bank for debt payment for Bayonet & Black Horse golf course

The remaining checks, totaling \$127,062.67 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:** Roberta Greathouse, Human Resources Director

**DATE:** May 18, 2017

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
SIGN A CONTRACT WITH URGENCYMED FOR OCCUPATIONAL  
HEALTH SERVICES**

---

**PURPOSE**

The purpose of this item is to authorize the City Manager to sign a contract with UrgencyMed for occupational health services.

**RECOMMENDATION**

It is recommended that the Council approve the resolution.

**BACKGROUND**

Monterey Bay Urgent Care (MBUC) has provided occupational medical services (workers' compensation, pre-employment physicals, annual physicals for police and fire, drug testing, and immunizations) to the City for more than 10 years. On January 10, 2017, the City released a Request for Statement of Qualifications for medical service providers. Responses were received from MBUC and UrgencyMED. The selection committee comprised of representatives from the Fire Department, Fire Association, Police Department, and the Human Resources Director reviewed the responses and interviewed the respondents. Following the interviews, reference checks, and a site visit, the committee determined that UrgencyMED most closely met the needs of the City.

There are two primary reasons that UrgencyMED was selected over MBUC. First, UrgencyMED views the City's workforce as "occupational athletes" and they provide injury prevention, care, rehabilitation services, and education to every "worker-athlete." The selection committee appreciates the short term and long term benefits of this approach. Second, UrgencyMED is not an urgent care type of facility so they are able to offer appointments with limited wait times and they will prioritize workers' compensation visits to reduce the lost

time associated with drops-ins. The average wait time at MBUC for drop-ins is 2 hours and the wait time for appointments is only slightly less.

UrgencyMED also offers a many on-site services including functional movement screenings and training for public safety and field workers.

The primary office has ample parking and is conveniently located is at 10 Harris Court in Monterey (Ryan Ranch). UrgencyMED has additional offices in Carmel Valley, Santa Cruz, and Fresno that our staff can use if it's more convenient.

UrgencyMED is a member of the Harbor One medical provider network which is used by the City's workers' compensation program through California Joint Powers Insurance Authority (CJPIA).

### **FISCAL IMPACT**

In fiscal year 2015/2016, the City spent over \$33,000 on non-workers' compensation related occupational medical services. That amount varies from year to year depending on the number of new hires. Workers' compensation medical service fees are paid through CJPIA.

It is not anticipated this agreement will changes the City's average annual service fees, however it will reduce the amount of lost time due to a reduction in the wait times at the doctor's office.

### **ATTACHMENTS**

1. Resolution
2. Professional Services Agreement
3. Exhibit A RFQ
4. Exhibit B UrgencyMED Proposal

---

Reviewed for Submission to the  
City Council by:



---

Craig Malin, City Manager

**RESOLUTION NO. 2017 –**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH URGENCYMED FOR OCCUPATIONAL MEDICAL SERVICES**

**WHEREAS**, the City of Seaside released a Request for Qualifications for Occupational Medical Services on January 10, 2017; and

**WHEREAS**, a selection committee of department and labor association representatives was formed to evaluate the respondents; and

**WHEREAS**, two proposals were received, one from Monterey Bay Urgent Care (current vendor) and one from UrgencyMED; and

**WHEREAS**, after a review of the proposals, a selection interview, and a site visit, the committee selected UrgencyMED to be the City's new occupational medical provider due to several factors including their "worker-athlete" approach to occupational medicine; and

**WHEREAS**, UrgencyMED is a provider under the City's Medical Provider Network (MPN) Harbor One.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Seaside does hereby authorize the City Manager to execute a professional services agreement with UrgencyMED for a period of five years with the option to extend.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 18<sup>th</sup> 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 Milton-Rerig, City Clerk

## **CITY OF SEASIDE**

### **PROFESSIONAL SERVICE AGREEMENT**

This PROFESSIONAL SERVICE AGREEMENT (PSA) ("AGREEMENT"), is made and effective as of June 1, 2017, between the City of Seaside, a municipal corporation ("AGENCY") and Monterey Peninsula Orthopedic and Sports Medicine Institute/UrgencyMED, [a limited liability partnership] ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

#### **I. TERM**

This AGREEMENT shall commence on June 1, 2017, and shall remain and continue in effect for a period of five years with the option to extend, unless sooner terminated pursuant to Section 6 of this AGREEMENT.

#### **II. SERVICES**

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full.

#### **III. PERFORMANCE**

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

#### **IV. AGENCY MANAGEMENT**

Agency's Human Resources Director shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT.

#### **V. PAYMENT**

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager.

- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within sixty (60) days of receipt of an invoice therefore.

VI. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

- A. Either party may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, with at least thirty (30) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section 5.

VII. **DEFAULT OF CONSULTANT**

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out 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 Agency Manager or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the AGENCY with a written plan for the cure of the default, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this

AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

**VIII. OWNERSHIP OF DOCUMENTS**

- A. CONSULTANT shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of AGENCY or its designees at reasonable times to such books and records; shall give AGENCY the right to examine and audit said books and records; shall permit AGENCY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. All medical records shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and any other laws governing maintenance of medical records.

**IX. INDEMNIFICATION**

**A. Indemnity for professional liability**

When the law establishes a professional standard of care for CONSULTANT'S Services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT.

**B. Indemnity for other than professional liability**

CONSULTANT shall indemnify, defend and hold harmless AGENCY, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in

part, the performance of this AGREEMENT by CONSULTANT or by any individual or AGENCY for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

**C. Duty to defend**

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall have an immediate duty to defend the AGENCY at CONSULTANT's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including actual attorney's fees and costs incurred in the defense of such matters. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and AGENCY, as to whether liability arises from the sole negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**X. INSURANCE**

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

**XI. INDEPENDENT CONSULTANT**

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation



or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

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

**XII. LEGAL RESPONSIBILITIES**

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

**XIII. UNDUE INFLUENCE**

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

**XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of AGENCY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect,

in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this AGREEMENT.

**XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

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

**XVI. NOTICES**

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

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

To CONSULTANT: Monterey Peninsula Orthopaedic & Sports Medicine Institute DBA UrgencyMED  
10 Harris Court, Building A, Suite -1, Monterey, CA 93940

**XVII. ASSIGNMENT**

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT.

**XVIII. LICENSES**

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

**XIX. GOVERNING LAW AND ATTORNEY'S FEES**

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

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

**XX. ENTIRE AGREEMENT**

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon

the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

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

**XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

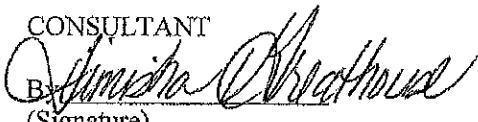
CONSULTANT is bound by the contents of AGENCY's Request for Proposal, Exhibit "A" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONSULTANT, Exhibit "B" hereto. In the event of conflict, the requirements of AGENCY's Request for Proposals and this AGREEMENT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

**XXII. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

CONSULTANT

By   
(Signature)

Timisha Greathouse  
(Typed Name)

Back Office Manager  
(Title)

City of Seaside  
A Municipal Corporation

Craig Malin, City Manager

ATTEST:

\_\_\_\_\_  
Lesley Milton-Rerig, City Clerk

APPROVED AS TO FORM:  
Don Freeman, City Attorney

By: \_\_\_\_\_

Attachments: Exhibit A      Request for Qualifications  
                  Exhibit B      Urgency Med Proposal  
                  Exhibit C      Insurance Requirements

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

**General liability insurance.** CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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

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

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

#### **Other provisions or requirements**

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

contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

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

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

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given

coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

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

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

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

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

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

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

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

**Timely notice of claims.** CONSULTANT shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance



under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

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

# **REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR A MEDICAL SERVICES PROVIDER**

## **CITY OF SEASIDE, CALIFORNIA**

### **I. INVITATION**

The City of Seaside is requesting a statement of qualifications and service proposals from qualified medical providers (individual or group) to establish a contract for medical services for City employees and prospective employees.

### **II. BACKGROUND INFORMATION**

The City of Seaside, population 35,000, is located on the Monterey Peninsula. The City is a General Law city operating under the City Council/City Manager form of government. The City currently has approximately 123 full-time, 100 part-time employees, and 50 volunteers that provide the full range of City services including recreation, police, fire, administration, and public works.

### **III. SCOPE OF SERVICES**

The City is looking for an individual physician or medical group to provide City employees and applicants with employment related medical evaluation services. The selected medical provider will provide services, including, but not limited to:

1. Pre-employment Physical Examinations (post job offer). All reports to be provided to the City via facsimile or electronic mail within three (3) business days of the appointment. If the information is delayed, the physician's office must proactively contact City staff via telephone or electronic mail to communicate the delay and anticipated completion date. The medical provider must provide sufficient staffing availability to schedule appointments within three (3) City business days of a request for appointment.
  - a. Provide physical examinations for law enforcement candidates compliant with the California Commission on Peace Officer Standards and Training (POST) regulations. <https://www.post.ca.gov/medical-screening-manual.aspx>
  - b. Provide physical examinations for firefighter candidates in accordance with the National Fire Protection Association (NFPA). 1582 guidelines [https://www.iafc.org/files/1SAFEhealthSHS/shs\\_FDguideToImplementingNPF A1582.pdf](https://www.iafc.org/files/1SAFEhealthSHS/shs_FDguideToImplementingNPF A1582.pdf)

**Request For Statements Of Qualifications**  
**Medical Services Provider**  
**City of Seaside, California**  
**Page 2 of 10**

- c. Tuberculin skin testing.
- 
- 2. Industrial Injury/Illness Examination, Treatment, and Reporting including:
    - o Provide assessment and treatment services as an independent contractor in accordance with the Medical Treatment Utilization Schedule (MTUS) as mandated by the Division of Workers' Compensation and other evidence based medical guidelines.
    - o Provide medical reports and invoices for payment within the time frame specified in the California Code of Regulations, Title 8, Section 9785 and comply with reporting requirements as requested by the City and/or the City's third party administrator (TPA).
    - o On the same day as the evaluation, provide the City with an injured workers' physical, mental, and any other abilities so the City can determine if the injured worker is able to return to duty.
    - o Sufficient staffing must be provided to treat new injuries.
    - o Medical monitoring and modified duty evaluations.
    - o First aid and exposure evaluations.
    - o Manage medical records in compliance with all applicable regulations.
    - o Cooperate fully with the City on any matter arising out of a Workers' Compensation Appeals Board or related lawsuit.
    - o A Physician's Assistant or Certified Nurse Practitioner may treat industrial injuries, but must be supervised by a Physician and may only treat as provided in the California Labor Code governing the Workers' Compensation Program.
  - 3. Department of Transportation Drug and Alcohol Testing. Provide drug and alcohol collection services compliant with 49CFR Part 40.
  - 4. Commercial Driver Physical Examinations: The selected vendor will perform all drivers licensing medical evaluations in compliance with all applicable regulations as required by the U.S. Department of Transportation and the California Department of Motor Vehicles.
  - 5. Periodic Physical Examinations: Provide annual physical examinations for fire personnel in accordance with NFPA 1582 guidelines. Physical exams for police personnel are conducted on a bi-annual basis and may include the following:
    - o Job Profile/Specification Review
    - o Medical History Questionnaire Review

**Request For Statements Of Qualifications  
Medical Services Provider  
City of Seaside, California  
Page 3 of 10**

- o General Physical Examination to include vital sign check, examination by physician, range of motion exam, vision screening
  - o Audiogram
  - o Chest X-Ray
  - o Pulmonary Function Test
  - o Treadmill Stress Test
  - o OSHA Respirator Questionnaire Review and Evaluation
  - o Venipuncture
  - o Urinalysis
  - o Males: PSA blood test
- 6. Vaccines: Administer vaccines, including hepatitis, DTAP, and flu shots to employees when requested.
- 7. Conduct initial and annual Occupational Safety and Health Administration required Hearing examinations.
- 8. Bi-annual Tuberculin skin testing for employees and volunteers.
- 9. Other Services: The selected vendor may be requested to conduct return to work, fitness for duty, or reasonable accommodation evaluations related to non-industrial conditions.

**IV. DRAFT SCHEDULE**

The draft schedule is as follows:

|                                   |                   |
|-----------------------------------|-------------------|
| City releases RFQ.....            | January 10, 2017  |
| Responses due.....                | February 10, 2017 |
| Vendor interviews (week of).....  | February 27, 2017 |
| Facility Tours .....              | TBD March 2011    |
| City Council awards contract..... | April 6, 2017     |
| Start date, no later than .....   | June 1, 2017      |

**V. RFQ REQUIREMENTS**

Responses to this request should include the following information:

1. Business name, DBA (if applicable) and principal contact person, including office location, address, telephone number, fax number and e-mail address.

**Request For Statements Of Qualifications  
Medical Services Provider  
City of Seaside, California  
Page 4 of 10**

2. Physician/Medical Group Profile:
  - a. Describe your organization including a brief description and history of the clinic and/or individual including the number of years in business, and the number and type of staff.
  - b. Identify key personnel to be assigned to the City including title, telephone number(s)
  - c. Describe your company's experience in providing similar services to other public agencies or private sector employers.
  - d. Discuss your physicians' training including that related to medical treatment, evaluation, and documentation of industrial injuries; examination of commercial drivers covered by the Department of Transportation (DOT) and Department of Motor Vehicles; and pre-employment requirements of the California Peace Officer Standards and Training (POST).
3. Provide a schedule of your facility hours, including weekends and holidays.
4. Please list all services provided in-clinic including:
  - a. Examination and treatment
  - b. X-rays and diagnostics
  - c. Surgery and casting
  - d. Physical therapy and rehabilitation services
5. Provide the company name, contact person, and telephone number for at least three current customers that the City may contact regarding your company's services. Also, provide the same information for at least two previous customers with whom your company is no longer doing business that the City may contact.
6. Please indicate the proposed rate structure for the described services. Provide the price of each component including optional services.
7. The City of Seaside requires a Business License of all vendors.

**VI. PROCEDURES FOR SUBMISSION**

Interested individuals and/or firms are invited to submit five (5) copies of their responses prior to **5:00 PM, February 6, 2017**. Proposals should be submitted to:

Ms. Roberta Greathouse, Human Resources Director

**Request For Statements Of Qualifications  
Medical Services Provider  
City of Seaside, California  
Page 5 of 10**

City of Seaside  
440 Harcourt Avenue  
Seaside, CA 93955  
(831) 899-6713

**Submissions will not be accepted after the deadline.**

All material submitted in accordance with this RFQ becomes the property of the City and will not be returned. If you have any questions regarding this RFQ, please contact Roberta Greathouse at (831) 899-6713. Any other contact with City personnel related to this RFQ, prior to the formal appointment of the vendor, is expressly prohibited.

All clarifications made by the City will be in writing and will be provided to all respondents. If necessary, an Addendum to the RFQ may be delivered to all individuals or firms having received the RFQ. The Addendum shall have the same binding effect as the remainder of the RFQ. However, no other instructions given to respondents by City staff shall bind the City.

**VII. REVIEW AND SELECTION CRITERIA**

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

1. Qualifications of entity and key personnel. Includes the ability to provide the requested services, recent experience conducting similar work, and the skills and experience of assigned personnel.
2. Quality, flexibility, and cleanliness of medical facilities. Includes the availability of on-site specialty services, facility hours and availability, and creative approaches to providing services that provide efficiencies and enhanced customer service.
3. Approach to providing the requested scope of services. Includes an understanding of the requested scope of services, knowledge of applicable laws and regulations related to the scope of services, and record of performance.
4. Cost. Although proposals will be evaluated primarily on the basis of qualifications, cost will be considered.

**Request For Statements Of Qualifications  
Medical Services Provider  
City of Seaside, California  
Page 6 of 10**

The City reserves the right to conduct independent reviews, interview the respondents, and tour facilities prior to making any selection. At a minimum, the proposed lead individual and other key staff members should appear at the interview. If you or your firm is selected to participate in an oral interview, you will be notified the week prior to the scheduled interview. The City of Seaside will not be liable for any costs associated with your firm preparing its response to this RFQ.

No vendor will be allowed to modify the content of his or her responses at any time after the submission deadline, except in direct response to a request from the City for clarification or for an oral interview, if no such modification will result in a substantive amendment to the submittal.

**VIII. ACCEPTANCE OR REJECTION OF PROPOSAL**

The City reserves the right to accept or reject any or all responses received in response to this request. The City also reserves the right to waive any informality, technical defect or clerical error or irregularity in any response. Additionally, The City may, for any reason, decide not to award an agreement based on this RFQ. The City reserves the right to cancel this RFQ. The City shall not be obligated to respond to any responses submitted, nor be legally bound in any manner by the submission of the response.

**IX. GENERAL DESCRIPTION OF PROPOSED AGREEMENT**

Upon conclusion of the RFQ process, the Human Resources Director will recommend an individual and/or firm to enter into negotiations for the requested services. The recommended individual and/or firm will enter into contract negotiations with the City in substantial conformity with the selected proposal and the form of the City's Professional Service Agreement.

While finding a single provider for services is preferable, the City is willing to consider proposals to perform a portion of the requested services.

**X. INSURANCE AND INDEMNIFICATION REQUIREMENTS**

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

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

The selected vendor 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 proposal.

**XI. EXAMINATION OF PROPOSED MATERIAL**

The submission of a response to this RFQ shall be deemed a representation and certification by the Vendor that Vendor has investigated all aspects of the RFQ, is aware of the applicable facts pertaining to the RFQ process, its procedures and requirements, and has read and understood the RFQ. No request for modification of the responses to this request shall be considered after its submission on grounds that the Vendor was not fully informed as to any facts or condition.

**XII. PUBLIC NATURE OF PROPOSAL MATERIAL**

Responses to this RFQ become the exclusive property of the City. At such time as the Human Resources Director recommends a Vendor to the City Council, all responses to the RFQ received 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 Vendor as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

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



**XIII. DISQUALIFICATION**

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

- A. Evidence of collusion, directly or indirectly, among Vendors 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 Vendor and the City;
- D. Evidence of incorrect information submitted as part of the RFQ;
- E. Evidence of Vendor's inability to successfully complete the responsibilities and obligations of the proposed scope of work; and
- F. Vendor's default under any agreement, which results in termination of the Agreement.

**XIV. NON-CONFORMING RESPONSE**

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

**XV. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT**

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

**XVI. PROHIBITION OF GIFTS**

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

**XVII. ADDITIONAL TERMS AND CONDITIONS**

- A. It is anticipated that the award of the Agreement resulting from the RFQ shall include terms and conditions similar to those referenced in the City's Professional Service Agreement. Exceptions proposed by the Vendor, if any, to the terms and conditions included in the Professional Service Agreement should be included in the response. The City reserves the right to consider any proposal exceptions during its evaluation of the acceptability of a response.
- B. This RFQ does not commit the City to pay any costs incurred in the submission of the response or in making any necessary studies or analysis in preparation of submission of the response.
- C. The City reserves the right without limitation to:
  - 1. Execute an agreement with one or more Vendors based solely on the response to this RFQ and any approved additions;
  - 2. Enter into an agreement with another Vendor in the event that the originally selected Vendor defaults or fails to execute an agreement with the City;
  - 3. Enter into negotiations with one or more Vendors;
  - 4. Modify and re-issue the RFQ; and
  - 5. Take action regarding the RFQ as may deemed to be in the best interest of the City.
- D. The City reserves the right to verify any information provided during the RFQ process. The City may contact references listed or any other person known to have contracted with Vendor.
- E. An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Vendor.

**XVIII. ATTACHMENTS**

**Request For Statements Of Qualifications  
Medical Services Provider  
City of Seaside, California  
Page 10 of 10**

Following are attachments to this RFQ:

|               |                                       |
|---------------|---------------------------------------|
| Attachment 1: | City's Professional Service Agreement |
| Attachment 2: | Service Counts                        |

# UrgencyMED

10 Harris Ct. Building A, Suite A – Monterey CA 93940 T: (831)  
643-9788

Our Occupational Health Specialist

Make All the Difference

A healthy workforce is important for your success. We can help support your team with prevention, treatment, return-to-work and wellness initiatives.

## **RFQ REQUIREMENTS**

### **STATEMENT OF QUALIFICATIONS AND EXPERIENCE**

UrgencyMED is a physician-owned practice specializing in occupational medicine since 2015. Acquired "FIRM" associates-established in 2009. UrgencyMED serves employers and organizations in the Central Coast and Central Valley area with a full range of occupational medical services including physical exams, drug testing, physical capacity testing, X-rays, and urgent care treatment for employee injuries.

Physical exams for City employees would be conducted by our full time medical staff including Physicians and MA's (providers listed).

(Providers Names) are on the National Registry of Certified Medical Examiners (NRCME) to provide DOT exams consistent with DOT / DMV requirements. To expedite exam and drug testing services during normal business hours, 3(# of Medical Assistants) full-time Medical Assistants are assigned to provide substance abuse testing and phlebotomy services. UrgencyMED's Medical Assistants are Certified Drug Screen Collectors and Breath Alcohol Technicians with multiple years of experience. Additional staff includes a full-time X-ray technician and physician support personnel.

#### **Scheduling**

Exams can normally be scheduled within 24-48 hours of contact. All exam components, except for stress treadmills, are provided at

UrgencyMED 10 Harris Ct. Building A, Suite A, Monterey, CA 93940. Stress treadmills, when required, are performed under the supervision of a board-certified cardiologist, Dr. Smitz at our UrgencyMED office. Depending on schedule, to expedite the exam process, stress treadmills are conducted immediately following the physical exam at UrgencyMED. Also, our professional relationship

with PrimaHeart in Monterey is able to promptly accommodate our stress treadmill requests. PrimaHeart is also recognized for high-quality reports and an excellent patient environment.

**1)Business Name:** MPOSMI (Monterey Peninsula Orthopedic Sports Medicine Institute)/dba UrgencyMed

**Principle Contact:** Joseph Aliotti, 10 Harris Court, Building A, Suite A-1 Monterey, CA 93942

Phone: (831) 643-9788, Fax: (831)657-0161, email: [JoeAliotti@urgencymed.org](mailto:JoeAliotti@urgencymed.org)

## **2)Physician/Medical Group Profile:**

### **A)**

**MPOSMI provides nationally recognized expertise in joint replacement and revision surgery for knees, hips, shoulders, elbows, hands, ankles and feet.**

**Our dedicated joint replacement specialists use cutting-edge therapies and treatment options to speed patient recovery times and reduce pain. We perform a high volume of surgical joint replacement procedures each year. This extensive experience enables specialists at MPOSMI to excel at effectively treating arthritis and joint pain—from the most common cases to the most complex procedures.**

MPOSMI's board-certified Orthopedic Sports Medicine surgeons are experts at diagnosing and treating sports-related injuries, including ligament sprains, muscle/tendon strains, fractures, cartilage injuries, labral tears and many other related conditions. Our skilled physicians fully understand the physical demands of athletic and work-related endeavors place on the body's musculoskeletal system and develop ideal treatment plans that best return injured athletes and workers to their active lifestyles.

UrgencyMED's mission is a simple one: by blending modern sports orthopedic science and advancements in medical treatments of injuries with time-honored values of compassion, empathy and respect, we partner with employers to create positive change through integration of physical, emotional, and intellectual health, one employee at a time.

UrgencyMED's Medical Program shall provide injury prevention, care, rehabilitation services and education of recognized excellence to each and every "worker-athlete". The UrgencyMED Medical Program is committed to becoming the leader in sports-modeled medical services and innovative healthcare in today's competitive corporate environment.

When it comes to the health and livelihood of employees and their family members, UrgencyMED is there with a wide range of Occupational Medicine Services. Whether the need is general medical care, urgent care, work injury, or pre-employment services, employers of all sizes will experience UrgencyMED's commitment to providing the highest quality of care.

Our culture of excellence enhances safety, but only with the sustained commitment of each individual member of our UrgencyMED family. Our ideals are embodied in our guiding principles: the behaviors and courtesy for conduct, work quality, attitude, leadership, organization, cooperation and service commitment to our patients. These ideals, summed up as our Commitment to Quality Healthcare, create an environment with strong values and beliefs that promote behaviors which result in safe, reliable and effective healthcare.

MPOSMI history of occupational medicine/orthopedically started in 1999. In 2015 with expansion and acquiring existing occupational medicine sites like; Fresno "Firm Associates" established in 2009. Our DBA-UrgencyMed took shape in 2015, establishing a differentiation and brand that has established many existing accounts satisfying Occupational Medicine needs and Pre-employment services. We have grandfathered in over 18 years of industry knowledge, and currently have four locations. We are close to 100 staff members including office support, Physicians, Surgeons, and Medical and Rehabilitation support teams.

## **B) Monterey Peninsula Orthopedic and Sports Medicine Institute/UrgencyMED**

**Mail and Billing: PO Box 2019, Monterey, CA 93942**

**Street: 10 Harris Court, Bldg. A, Ste. A1, Monterey, CA 93940**

**Phone: 831-643-9788 Fax: 831-627-0161**

**3540 Soquel Ave. Ste B., Santa Cruz, CA 95062**

**Phone: 831-704-3030 Fax: 831-657-0161**

**14 Ford Road, Carmel Valley, CA 93924**

**Phone: 831-659-5531 Fax: 831-657-0161**

**6042 N. Fresno St Ste. 101, Fresno, CA 93710**

**Phone: 559-224-6754 Fax: 559-490-1376**

**Doctors on Staff: Tax ID # 22-3862041 GROUP NPI # 1538123658**

|                                 |                                           |                        |
|---------------------------------|-------------------------------------------|------------------------|
| <b>Michael G. Klassen, M.D.</b> | <b>Orthopedic Surgery/Occu Med</b>        | <b>Lic: G69478</b>     |
| <b>M. Terri Bilbro, FNP-C</b>   | <b>Family Nurse Practitioner/Occu Med</b> | <b>Lic: NP95001838</b> |
| <b>Vanessa M. Diamond, PT</b>   | <b>Physical Therapist</b>                 | <b>Lic: PT292614</b>   |

Michael J. Harris, M.D. Orthopedic Surgery/Occu Med

Lic: A87121

Royce Heffington, PA-C Physician Assistant/Occu Med

Lic: PA19587

**Monterey Office**

Phillip Belushi, Chief Operating Officer

Zaida Ledezma, Office Manager

**Front Desk**

Lourdes Martinez, Front Desk Receptionist

Jyleon Rush, Front Desk Receptionist

Ashley Chavez, Front Desk Receptionist

Monica Perez, Front Desk Receptionist

Kassandra Dumke, Front Desk Receptionist

**Medical Assistant**

Marlene Gonzalez, Medical Assistant

Carlee Scharton, Medical Assistant

Corey Morrison, Medical Assistant, Phlebotomist

Ashleen Singh, Medical Assistant

**Patient Status**

Brenda, Acosta, MA, Case Manager Liaison



**Drug Testing & Physical Exam**

Daisy Vargas, Assistant Office Manager, MA, Urine Collection/Breathalyzer

Gabriela Villalpando, Front Desk Receptionist, MA, Urine Collection/Breathalyzer

Thomas Romayor, Office Manager, Urine Collection/Breathalyzer

**Transcriptionist**

Andrea Nichols, Transcriptionist

Samaria Roman, Transcriptionist

Penelope Swete, Transcriptionist

Magali Fernandez, Transcriptionist

**Medical Clerk**

Aubrey Martin, Medical Routing Clerk

**X-ray**

Diane Crow, X-Ray Technician

**Rehab Dept**

Chelsea Cates, DPT, Physical Therapist

Tom Briggs, Medical Exercise Specialist, Certified Massage Therapist

Jose Del Rio, ATC, Sports Medicine

Aaron Carbajal, Physical Therapy Aid

**HealthyU**

Jacqueline Thompson, Registered Diabetes Educator

Suzanna LeBon, RD CDE, Nutritionist

**Monterey Billing Staff:**

Patricia Villarreal, Billing Supervisor

Cynthia Marquez, Billing Staff

Patricia Nuno, Billing Staff

Thomas McNicholas, Billing Staff

Janette Polanco, Billing Staff

Holly McFarlane, Billing Staff

Blanca Ramirez, Billing Staff

Miriam Contreras, Billing Staff

Grace Owens, Billing Staff

Johnathan Lopez, Billing Staff, Out Going Mail Clerk

## 2) Cont.

C) There are two Key factors that we present to all companies allowing us to be the trusted partner.

1. First, our UrgencyMED and work comp services can be a significant value to companies that experience financial challenges relating to open workers' compensation claims and/or long lasting claims. We consult on important details like reducing Modification rates, getting employees back to work quicker, and getting cases closed sooner. These steps save companies hundreds of thousands of dollars. An example of this scenario is our relationship with the Monterey Bay Aquarium.
2. Secondly, UrgencyMED services in pre-employment needs can give a new company starting out confidence surrounding their HR standards or an existing company availability of reviewing their current new employee flow and get better customer service or clinical communication.

D) Dr. Michael Klassen attended college at Bakersfield College, Bakersfield, CA (1970-1971) and earned his Bachelor's degree in Business Finance and Management from University of Southern California, Los Angeles, CA (1971-1974). He continued his education at California State College, Bakersfield studying Biology and Chemistry (1983-1984) and University of California, Los Angeles studying Chemistry and Physics (1984-1985). Dr. Klassen earned his medical degree from University of California, Los Angeles (1985-1989). He continued his training with Surgical Internship (General Surgery) at University of California, San Francisco (1989-1990); Surgical Residency (General Surgery) also at University of California, San Francisco (1990-1991). He then went on to Orthopaedic Residency (Orthopaedic Surgery) at the University of California, San Francisco (1991-1995).

Board certified in Orthopaedic Surgery by the Diplomate American Board of Orthopaedic Surgery since 1998 and Diplomate American Board of Orthopaedic Surgery in Sports Medicine, Dr. Klassen has been in practice with MPOSMI since 1999. He is the President and Medical Director. Additionally, he is a Qualified Medical Examiner (QME) and member of the Medical Board with Diplomate National Board of Medical Examiners 1990 and is affiliated with Monterey Peninsula Surgery Center, Central Coast Surgery Center and Natividad Hospital.

Dr. Klassen was the Medical Athletic Director (2002-2013), California State University at Monterey Bay as well as Team Orthopaedic Physician (2001-2013; and was Team Orthopaedic Surgeon, Salinas Valley Samba Professional Futbol Team (2004-2008). He has also served as Team Orthopaedic Surgeon, Monterey Peninsula College (1999-

2000); Anniston Orthopaedic Associates, Anniston, AL (1995-1999); Donoho High School Team Orthopaedic Surgeon, Anniston, AL (1995-1999); Walter Welborn High School Team Orthopaedic Surgeon, Welborn, AL (1996); and Assistant Team Orthopaedic Surgeon, San Francisco State University (1993-1994).

Active in various professional organizations, Dr. Klassen is a Diplomate of the American Board of Orthopaedic Surgery (1990); Fellow of the American Academy of Orthopaedic Surgery (2000) as well as being a member of the Arthroscopy Association of North America; Consultant and Reviewer with the Journal of Bone & Joint Surgery; Western Orthopaedic Association; and Member of the Board of Directors (2006-2013) with the California Orthopaedic Association and served on the Board of Councilors of the American Academy of Orthopaedic Surgery; Member, Member of the California Medical Association; Member of the Monterey County Medical Society; and Member of the Inman Abbott Society.

He has been recognized throughout his career with many honors and awards, including Vern T. Inman Lectureship, Best Resident Presentation, Second Runner-Up-"Strength properties of autoclaved human cortical bone" (1994); UCLA Medical Center Auxiliary Summer Research Fellowship-"Two components of coupling calcium in single ventricular cell of rabbits and rats" (1987); UCLA School of Medicine Short Term Training Program-"Calcium storage in sarcolemma and sarcoplasmic reticulum of myocardial cells" 1986); and JM Foundation Scholarship "University of California, San Diego drug and alcohol studies" (1986).

Dr. Klassen is the author of numerous publications including those listed below:

- Michael G. Klassen, M.D., Paul M. Simic, B.S. "Bilateral Anterior Shoulder Dislocation with Minimal Trauma in a Teenage Female" Pending
- Michael Klassen, M.D., John Veto, M.D., Howard A. Reber, M.D. "Polycystic Pancreas without associated anomalies found incidentally" International Journal of Pancreatology 1989
- John A. Butler, M.D., Terry J. Debrow, M.D., Thomas Trezona, M.D., Michael Klassen, M.D., Robert J. Nejd, M.D., "Total gastrectomy in the treatment of advanced gastric cancer" American Journal of Surgery, Dec 1989, Vol 158(6) p602-4
- Christian de Virgilio, M.D., Stanley Klein, M.D., Lin Chang, M.D., Michael Klassen, M.D., Fred Bongard, M.D. "Clostridial bacteremia: Implications for the surgeon" American Surgeon Jun 1991, 57 (6): 388-393
- T. L. Rich, G. A. Langer, M. G. Klassen "Two components of coupling calcium in the single ventricle cell of rabbits and rats" American Journal of Physiology, May 1988, vol 254, No. 5, Part 2

In addition, he has volunteered his services with the California State University, Monterey Bay as Athletic Medical Director; United States Open Golf Championship (2000) as Physician; United States Amateur Golf Championship (1999) as Physician; ATT ProAm at Pebble Beach (1999-2009) as Physician; Monterey Peninsula College (1999-2005) as Team Orthopaedic Surgeon; and California State University Monterey Bay Otters (2001-2013) as Team Orthopaedic Surgeon.

Dr. Klassen has also performed numerous research and teaching engagements:

- University of California, San Francisco School of Medicine and Stanford University Center for Primary Care and Outcomes Research: Evidenced-Based Surgical Evaluator for Surgical Indications Sept 2001
  - UCSF and San Francisco General Hospital, Department of Orthopaedic Surgery "Bilateral anterior shoulder dislocations with minimal trauma in a teenage female" 1995
  - UCSF Department of Orthopaedic Surgery and Highland General Hospital of Oakland "Olecranon fractures and treatment outcomes" 1993
  - UCSF Department of Orthopaedic Surgery "Strength properties of autoclaved human cortical bone" 1993-1995
  - UCSF Department of Orthopaedic Surgery and California Pacific Medical Center of San Francisco "Total knee arthroplasty in patients under 30 years of age" 1993
  - UCSF Department of Orthopaedic Surgery and San Francisco Veterans Administration Hospital "Osteonecrosis of the femoral head: Treatment options short of total hip arthroplasty" 1992
  - UCSF Department of Orthopaedic Surgery and San Francisco Veterans Administration Hospital "Treatment of humeral nonunions" 1992
  - UCSF Department of Orthopaedic Surgery, Department of Sports Medicine "Comparison of knee arthrometer, magnetic resonance imaging and arthroscopic findings in diagnosis of partial and complete anterior cruciate ligament tears" 1991
  - UCLA School of Medicine, Department of Surgery "Evaluation of asymptomatic patients found to have polycystic pancreas without associated lesions or syndromes" 1989
  - Harbor/UCLA School of Medicine, Department of Surgery "The effect of total gastrectomy in patients with advanced gastric cancers" 1989
  - Harbor/UCLA School of Medicine, Department of Surgery "The incidence of occult injuries associated with acute spinal cord trauma in the emergency room" 1989
  - Harbor/UCLA School of Medicine, Department of Surgery "The role of tumor necrosis factor (Cachectin) in septic shock" 1988
  - UCLA School of Medicine, Department of Cardiology and the American Heart Association "Characterization of components of coupling calcium in excitation-contraction coupling in single ventricle cells of myocardium" 1987
  - UCLA School of Medicine, Department of Cardiology and the American Heart Association "Development of new technology using calcium<sup>45</sup> for looking at rapidly exchangeable calcium in myocardial cells" 1986
  - Associate Master Instruction Arthroscopy Association North America November 2009
- His professional interests are in shoulder and knee arthroscopy, sports medicine as well as cartilage transplant and ligament reconstruction.

Licensure in California, Arizona and Nevada.

Ms. Bilbro earned her Bachelor's degree in general studies from the University of North Alabama, Florence, AL (1988-1989) and her medical education from Northwest Shoals Community College, Tuscumbia, AL [Licensed Vocational Nurse and EMT] (1991); Excelsior College, Albany, NY [Associates of Science of Nursing] (2002) and Gonzaga University, Spokane, WA [Family Nurse Practitioner] (2014). She conducted her

Practitioner Practicums with Ruth Gingrich, Pediatric NP [Pediatric Rotation] (June 2013 and August 2013); Jessica D'Amico, DNP, Women's Osteoporosis Prevention Clinic [OB/GYN, Well Woman Examinations, Women's Health] (February 2013 and December 2013); Patrick Wong, M.D., Monterey Spine and Joint [Orthopaedic and Sports Medicine] (June 2013 and November 2013); Denise Delgaudio NP, Pacific Cancer Care [Oncology and Hematology] (January 2014 and May 2014); Amy Hlestand, APRN, Sacred Heart Hospital, Spokane, WA [Emergency Room Fast Track, Urgent Care] (June 2013 and February 2014); Sandy Hendrickson, GNP, Monterey Bay Center for Integrated Health [Family Practice, Women's Health, Geriatric Medicine, Nutritional and Weight Management] (September 2013 and May 2014); and Gerald Issvoran, M.D., Monterey Bay Center for Integrated Health [Family Practice, Sports Medicine, Women's Health, Nutritional and Weight Management, and Pediatrics] (February 2013 and May 2014).

Her work experience includes Community Hospital of the Monterey Peninsula (CHOMP) [General Registered Nurse] (March 1993-October 2010); The City of Monterey Sports Center [Coach/Instructor Exercise and Fitness Classes] (May 1998-Current); Monterey Bay Oncology [Triage Nurse, Chemotherapy Teaching and Education] (September 2001-2005); Co-Owner, Evolution Integrative Wellness Coaching [Fitness Programming and Athletic Training] (February 2005-May 2010); PRIMA Heart [Cardiovascular Risk Assessment and Screenings] (September 2008-February 2013); and Owner, Nitrous Performance Training and Testing [Fitness Programming and Athletic Training (January 2008-Current)].

Board certified as a Family Nurse Practitioner (FNP) by the American Nurses Credentialing Center (ANCC) (October 2014). Ms. Bilbro has been in practice with MPOSMI since November 2014.

Active in various professional organizations, Ms. Bilbro is a member of the California Association of Nurse Practitioners; American Academy of Nurse Practitioners; Sigma Theta Tau International Honor Society of Nursing; as was a Board member for the Sports and Recreation Careers (SPARC) Program, Monterey High School (2008-2009). She is Owner and Founder of the Monterey Beach SportsFest and has developed wellness programs and health screenings with the Monterey Bay Aquarium and the City of Monterey Sports Center.

Ms. Bilbro has other certifications including American Council on Exercise (ACE) Personal Trainer & Health Coach; USA Weightlifting Level 1 Sports Performance Specialists; Certified CrossFit Level I Coach; USA Cycling Level II Certified; USA Triathlon Coach Level II Certified; and USA Track and Field Coach Certified.

In addition, she has given numerous presentations including Health, Fitness and Wellness Lectures to the public through businesses and religious organizations (ongoing); Monterey Beach Sports Fest (September 2014); Lake San Antonio Triathlon Training (ongoing); and Wellness coaching for the Personal Trainer Curriculum (February 2010).

Her professional interests are in preventive and integrative health, weight management and sports nutrition, wellness coaching, and performance training for athletes of all ages and abilities.

Vanessa Diamond was born in New York City and received her Bachelor and Master's in Music from Queens College and Brooklyn College. She performed as an opera singer for many years before deciding to become a Doctor of Physical Therapy from Hunter College.

Vanessa has practiced as a physical therapist in New York City specializing in women's health, pre/post-natal health and pelvic pain, therapeutic yoga, restorative yoga and meditation, and using manual therapies, including visceral manipulation which she received training from the Barral Institute. She obtained her 200-hour yoga teacher training in India and training in Thai Yoga Massage in Thailand. Vanessa uses a holistic approach to treating and is passionate about preventative health and wellness promotion.

Vanessa is multilingual. She is fluent in Spanish, conversational Portuguese, Italian, and French. In addition to yoga, Vanessa has been practicing Capoeira, a Brazilian Martial Art for over 10 years. Vanessa now lives in Carmel Valley and is enjoying the beautiful nature that California provides.

DOT and POST training are common services available by our staff daily.

### **3)Schedule:**

**Mon-Fri 8am to 5pm, Currently working on relations with an Urgent care location for after hour and weekend needs. Appointments and Walk-ins expected. Holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Columbus Day.**

### **4) and 6) Services:**

| <b>UrgencyMED Exam Description</b> | <b>Price</b> |
|------------------------------------|--------------|
|------------------------------------|--------------|

|                                                   |          |
|---------------------------------------------------|----------|
| Additional Observations                           | \$250.00 |
| Administrative Fee                                | \$15.00  |
| After Hours Fee                                   | \$75.00  |
| After Hours Fee*                                  | \$25.00  |
| Asbestos Compliance Letter                        | \$18.00  |
| Asbestos Medical Questionnaire                    | \$37.50  |
| Asbestos Physical Exit                            | \$85.50  |
| Asbestos Physical Periodic                        | \$82.50  |
| Asbestos Physical Pre-Placement                   | \$82.50  |
| Asbestos Physical Respirator Clearance            | \$79.50  |
| Audiogram                                         | \$42.00  |
| Audiometry With Exam                              | \$41.00  |
| Blood & Urine Collect                             | \$57.00  |
| Blood Collect                                     | \$45.50  |
| Blood Lead, ZPP, RCB (FEP)*                       | \$72.50  |
| Blood Pressure & Heart Rate                       | \$29.00  |
| Blood Spot Collect-Finger Stick                   | \$40.50  |
| Blood Type ABO-Rh Factor 7788SB                   | \$61.50  |
| Blood Urea Nitrogen (BUN)- Serum 294SB            | \$59.50  |
| Blood Borne Pathogen Exp. Panel (Hazmat)<br>33146 | \$120.50 |
| BMI/ Body Mass Index                              | \$38.50  |
| Body Fat                                          | \$41.00  |
| Body Measurement                                  | \$30.50  |
| Breath Alcohol Test                               | \$38.50  |
| Blood Alcohol Test On Call                        | \$34.50  |
| Breath Alcohol Test On Site per Hour              | \$54.50  |
| Chem. 23/CHD/CHOL/CBD-ABS/RUA*                    | \$115.00 |
| Chemistry 23 Screen 307818                        | \$70.00  |
| Chemistry 23 Screen 307818*                       | \$59.00  |
| Cholesterol Total-Serum 334SB                     | \$63.00  |
| Cholinesterase Monitoring Review                  | \$18.00  |
| Cholinesterase RBC-Whole Blood 17430SB            | \$154.00 |
| Chromium-Random Urine 11278RAMD                   | \$111.00 |
| Chromium-Whole Blood 6085RAMD/RSLI                | \$134.00 |
| Collection Attempt                                | \$41.50  |
| Collection Only                                   | \$42.50  |
| Complete Blood Count (CBC) w/Diff 6399SB          | \$53.50  |

|                                                     |          |
|-----------------------------------------------------|----------|
| Comprehensive Metabolic Panel (CMP)<br>19110SB      | \$69.50  |
| Diphtheria Antibody IgG                             | \$102.50 |
| Diphtheria/Tetanus                                  | \$56.50  |
| DOT Card\Form Replacement                           | \$44.00  |
| DOT Physical                                        | \$85.00  |
| Drug Screen Blood                                   | \$185.50 |
| EKG Exercise (sent to a facility)                   |          |
| EKG Resting                                         | \$70.00  |
| eScreen UDS Collect                                 | \$20.00  |
| eScreen UDS Collect Post Accident                   | \$13.00  |
| Fitness for Duty Basic                              | \$87.50  |
| Fitness for Duty Medium                             | \$110.50 |
| Fitness for Duty Physical Complex                   | \$205.50 |
| Functional Capacity Evaluation per 15 min.*         | \$47.00  |
| Hair Collect                                        | \$42.00  |
| Hair Sample UrgencyMED                              | \$97.00  |
| Hair Sample UrgencyMED Private                      | \$152.00 |
| Hazardous Material Physical (HazMat)                | \$82.50  |
| Hazmat Compliance Letter                            | \$25.00  |
| Hazmat Form                                         | \$18.00  |
| Heavy Metals (As/Cd/Hg/Ni)- Urine<br>270,637,5215   | \$211.00 |
| Heavy Metals (As/Cd/Hg/Pb)- 24 Hour Urine<br>3643   | \$124.50 |
| Heavy Metals (As/Hg/Pb)- Blood 608SB                | \$297.50 |
| Heavy Metals (As/Hg/Pb)- Urine 36438SB              | \$124.50 |
| Hemoccult (In Center)                               | \$37.00  |
| Hemoccult-Stool                                     | \$62.50  |
| Hemoglobin (HGB)- Blood 510SB                       | \$59.50  |
| Hep B Core Antibody Total 501SB                     | \$74.50  |
| <b>Hep B Core Antibody total with Reflex to IgM</b> | \$74.50  |
| Hep B e Antigen 555                                 | \$126.00 |
| Hep B Surface Antibody Qual. 499SB                  | \$81.00  |
| Hep B Surface Antibody Quant. 8475SB                | \$63.50  |
| Hep B Surface Antibody Quant. 8475SB*               | \$71.50  |
| Hep B Surface Antigen 498SB                         | \$63.50  |
| Hepatic Function Panel-Serum 10256SB                | \$59.50  |
| Hepatitis A&B Vaccine Twinrix                       | \$153.00 |



|                                                |          |
|------------------------------------------------|----------|
| Hepatitis A Antibody IgG 508SB                 | \$123.00 |
| Hepatitis A Antibody IgM 512SB                 | \$71.50  |
| Hepatitis A Vaccine- 1 <sup>st</sup> Injection | \$108.50 |
| Hepatitis A Vaccine- 2 <sup>nd</sup> Injection | \$108.50 |
| Hepatitis B Vaccine- 1 <sup>st</sup> Injection | \$105.00 |
| Hepatitis B Vaccine- 2 <sup>nd</sup> Injection | \$105.00 |
| Hepatitis B Vaccine- 3 <sup>rd</sup> Injection | \$105.00 |
| Hepatitis B Vaccine- Booster                   | \$92.50  |
| Hepatitis C Antibody 8472SB                    | \$71.00  |
| Hepatitis C Antibody with Reflex to RNA        | \$71.00  |
| Hepatitis Panel (ABC) 10306SB                  | \$119.00 |
| Laboratory Specimen Transfer                   | \$10.00  |
| Lactate Dehydrogenase (LDH) 593SB              | \$64.50  |
| Latex Titer 10443SB                            | \$228.50 |
| Lead & ZPP- Whole Blood 22996                  | \$69.50  |
| Lead (Pb)- Whole Blood 599SBX                  | \$62.00  |
| Lead Questionnaire                             | \$25.00  |
| Lipid Panel 7600SB                             | \$58.50  |
| Medical Questionnaire Review                   | \$20.00  |
| MMR Titer                                      | \$112.50 |
| MMR Vaccine                                    | \$117.00 |
| MRO Fee                                        | \$23.00  |
| MRO Services*                                  | \$18.50  |
| Non-Regulated UDS                              | \$59.00  |
| Non-Regulated UDS 10 Panel                     | \$59.00  |
| Non-Regulated UDS 5 Panel                      | \$57.00  |
| Non-Regulated UDS Collect                      | \$39.00  |
| Asbestos Physical Baseline                     | \$85.50  |
| Asbestos Physical Respirator Clearance         | \$79.50  |
| DOT Physical Exam                              | \$87.50  |
| OSHA Respirator Questionnaire                  | \$42.50  |
| Hep B Surface Antibody Quant. 8475SB           | \$63.50  |
| Hepatitis A&B Vaccine Twinrix                  | \$186.50 |
| Hepatitis A Vaccine- 1 <sup>st</sup> Injection | \$108.50 |
| Hepatitis A Vaccine- 2 <sup>nd</sup> injection | \$108.50 |
| Hepatitis B Vaccine- 1 <sup>st</sup> Injection | \$105.00 |
| Hepatitis B Vaccine- 2 <sup>nd</sup> Injection | \$105.00 |

|                                                     |          |
|-----------------------------------------------------|----------|
| Hepatitis B Vaccine- 3 <sup>rd</sup> Injection      | \$105.00 |
| Onsite Labor Fee per Hour Medical Assistant         | \$60.00  |
| Onsite Labor Fee per Hour Medical Doctor            | \$300.00 |
| Onsite Labor Fee per Hour Nurse Practitioner        | \$195.00 |
| Onsite Labor Fee per Hour Physical Therapist        | \$175.00 |
| Onsite Labor Fee per Hour Physician Assistant       | \$195.00 |
| Onsite Labor Fee per Hour Registered Nurse          | \$115.00 |
| Physical Exam-Placement                             | \$74.50  |
| Physical Sports/School                              | \$35.00  |
| Pulmonary Function Test                             | \$55.00  |
| Pulmonary Function Test-Bronchodilator Pre-<br>Post | \$88.00  |
| Quantiferon Gold TB-Blood 16603*                    | \$358.00 |
| Quantiferon TB 86480TB                              | \$404.00 |
| Rabies Vaccine- 1 <sup>st</sup> Injection           | \$379.00 |
| Rabies Vaccine- 2 <sup>nd</sup> Injection           | \$379.00 |
| Rabies Vaccine- 3 <sup>rd</sup> Injection           | \$379.00 |
| Rapid eCup/5 Panel UDS                              | \$52.00  |
| Rapid mCup/10 Panel UDS                             | \$56.00  |
| Rapid mCup/9 Panel UDS                              | \$56.00  |
| Rapid UDS 5 Panel                                   | \$52.00  |
| Rapid UDS 9 Panel                                   | \$56.00  |
| Rapid UDS Collect                                   | \$54.00  |
| Rapid UDS Special Panel                             | \$58.00  |
| Rectal Exam                                         | \$41.50  |
| Regulated UDS                                       | \$71.00  |
| Regulated UDS Collect                               | \$39.00  |
| Regulated UDS                                       | \$71.00  |
| Respirator Certification                            | \$38.50  |
| Respirator Fit Test Qualitative                     | \$54.50  |
| Respirator Fit Test Quantitative                    | \$61.50  |
| Respirator Fit Test*                                | \$47.50  |
| Respirator Physical                                 | \$77.50  |
| Respirator Questionnaire w/ Physical                | \$62.50  |
| TB Skin Test                                        | \$30.00  |
| TB Skin Test Step 2                                 | \$30.00  |
| Tdap Vaccine (Adacel)                               | \$85.00  |
| Tetanus Antibody IgG 4862RAMD/RXE                   | \$151.00 |

|                                      |          |
|--------------------------------------|----------|
| Tetanus Toxoid                       | \$56.50  |
| Tonometry                            | \$41.50  |
| U/A Dipstick (In Center)             | \$25.00  |
| U/A Dipstick Lab                     | \$40.50  |
| U/A Manual Microscopic 8563          | \$58.00  |
| Uric Acid-Blood 905                  | \$63.00  |
| Urine Collect for Lab/Diagnostics    | \$50.00  |
| Varicella Vaccine                    | \$163.00 |
| Varicella-Zoster IgG Antibody 4439SB | \$80.50  |
| Varicella Zoster IgM Antibody 8683SB | \$84.00  |
| VDRL-Serum 30509SB                   | \$68.50  |
| Venipuncture-Blood Draw              | \$50.00  |
| Vision Ishihara/Color                | \$29.00  |
| Vision Snellen Chart                 | \$33.50  |
| Vision Titmus                        | \$30.50  |
| Vision Titmus/Color Perception       | \$40.00  |
| Vital Signs                          | \$29.00  |
| Whisper Test                         | \$0.00   |
| X-Ray Abdomen- 1 View                | \$68.00  |
| X-Ray Abdomen- 2 View                | \$78.00  |
| X-Ray Abdomen- 3 View                | \$88.00  |
| X-Ray Ankle- 2 View                  | \$78.00  |
| X-Ray Ankle- 3 View                  | \$92.00  |
| X-Ray B-Read/Interpretation          | \$69.00  |
| X-Ray Calcaneus- 1 View              | \$68.00  |
| X-Ray Calcaneus- 2 View              | \$78.00  |
| X-Ray Cervical Spine- 2 View         | \$78.00  |
| X-Ray Cervical Spine- 3 View         | \$88.00  |
| X-Ray Cervical Spine- 4 View         | \$98.00  |
| X-Ray Cervical Spine- 5 View         | \$125.50 |
| X-Ray Cervical Spine- 7 View         | \$145.50 |
| X-Ray Chest 2- View w/Obliques       | \$56.00  |
| X-Ray Chest PA Lordotic- 1 View      | \$68.00  |
| X-Ray Chest- 1 View                  | \$68.00  |
| X-Ray Chest- 2 View                  | \$78.00  |
| X-Ray Chest- 3 View                  | \$96.50  |
| X-Ray Chest- 4 View                  | \$106.50 |
| X-Ray Clavicle- 2 View               | \$78.00  |

|                                      |          |
|--------------------------------------|----------|
| X-Ray Copies Per Film                | \$5.63   |
| X-Ray Dorsal Spine- 2 View           | \$78.00  |
| X-Ray Elbow- 2 View                  | \$78.00  |
| X-Ray Elbow- 3 View                  | \$88.00  |
| X-Ray Facial- 3 View                 | \$88.00  |
| X-Ray Femur- 2 View                  | \$78.00  |
| X-Ray Finger(s)- 2 View              | \$78.00  |
| X-Ray Finger(s)- 3 View              | \$88.00  |
| X-Ray Foot Bilateral- 5 View Minimum | \$108.00 |
| X-Ray Foot- 2 View                   | \$78.00  |
| X-Ray Foot- 3 View                   | \$88.00  |
| X-Ray Forearm- 2 View                | \$78.00  |
| X-Ray Hand- 2 View                   | \$78.00  |
| X-Ray Hand- 3 View                   | \$88.00  |
| X-Ray Hand- 4 View                   | \$98.00  |
| X-Ray Hand- 5 View                   | \$108.00 |
| X-Ray Hip- 1 View                    | \$68.00  |
| X-Ray Hip- 2 View                    | \$78.00  |
| X-Ray Hip- 3 View                    | \$88.00  |
| X-Ray Humerus- 2 View                | \$78.00  |
| X-Ray Interpretation                 | \$49.00  |
| X-Ray Knee- 2 View                   | \$78.00  |
| X-Ray Knee- 3 View                   | \$88.00  |
| X-Ray Knee- 4 View                   | \$98.00  |
| X-Ray Knee- 6 View                   | \$118.00 |
| X-Ray Lumbar Spine- 1 View           | \$68.00  |
| X-Ray Lumbar Spine- 2 View           | \$78.00  |
| X-Ray Lumbar Spine- 3 View           | \$88.00  |
| X-Ray Lumbar Spine- 4 View           | \$105.50 |
| X-Ray Lumbar Spine- 5 View           | \$115.50 |
| X-Ray Lumbar Spine- 6 View           | \$125.50 |
| X-Ray Lumbar Spine- 7 View           | \$135.50 |
| X-Ray Mandibular- 2 View             | \$78.00  |
| X-Ray Mandibular- 3 View             | \$88.00  |
| X-Ray Mandibular- 4 View             | \$98.00  |
| X-Ray Nasal- 2 View                  | \$78.00  |
| X-Ray Nasal- 3 View                  | \$88.00  |
| X-Ray Oblique- 2 View Minimum        | \$78.00  |

|                                      |          |
|--------------------------------------|----------|
| X-Ray Orbit Complete- 3 View Minimum | \$88.00  |
| X-Ray Pelvis- 1 View                 | \$68.00  |
| X-Ray Pelvis 2 View                  | \$78.00  |
| X-Ray Pelvis- 3 View                 | \$88.00  |
| X-Ray Rib Bilateral- 3 View          | \$88.00  |
| X-Ray Rib Bilateral- 4 View          | \$98.00  |
| X-Ray Rib Bilateral- 5 View          | \$108.00 |
| X-Ray Rib Unilateral- 3 View         | \$88.00  |
| X-Ray Rib- 2 View                    | \$78.00  |
| X-Ray Rib- 3 View                    | \$88.00  |
| X-Ray Sacrum- 2 View                 | \$78.00  |
| X-Ray Scapula- 2 View                | \$78.00  |
| X-Ray Shoulder- 1 View               | \$68.00  |
| X-Ray Shoulder- 2 View               | \$78.00  |
| X-Ray Shoulder- 3 View               | \$88.00  |
| X-Ray Sinus- 2 View                  | \$84.00  |
| X-Ray Sinus- 3 View                  | \$94.00  |
| X-Ray Sinus- 4 View                  | \$104.00 |
| X-Ray Skull- 2 View                  | \$78.00  |
| X-Ray Skull- 3 View                  | \$88.00  |
| X-Ray Thoracic Spine- 1 View         | \$68.00  |
| X-Ray Thoracic Spine- 2 View         | \$78.00  |
| X-Ray Thoracic Spine- 3 View         | \$88.00  |
| X-Ray Thoracic Spine- 4 View         | \$98.00  |
| X-Ray Thoracolumbar- 2 View          | \$78.00  |
| X-Ray Tibia/Fibula- 2 View           | \$78.00  |
| X-Ray Toe(s)- 2 View                 | \$78.00  |
| X-Ray Wrist- 1 View                  | \$68.00  |
| X-Ray Wrist- 2 View                  | \$78.00  |
| X-Ray Wrist- 3 View                  | \$88.00  |
| X-Ray Wrist- 4 View                  | \$98.00  |
| X-Ray Wrist- 5 View                  | \$108.00 |

**5) 3 Current Customers:**

**Monterey Bay Aquarium:**

**Chris Robb**

Occupational Safety & Health Program Specialist  
P 831-648-4807 F 831-644-7550

**University California Santa Cruz:**

Cindy Delgado: cadelgad@ucsc.edu 831-459-1787 cadelgad@ucsc.edu

**Hyatt Hotel:** Kelly Sumimoto, kelly.sumimotoheil@hyatt.com, 831-6576522

UrgencyMed does not have any companies that have left our services.

**7) Business License: #1241**



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 8.D.**

**TO:** City Council

**FROM:** Craig Malin, City Manager

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

**DATE:** May 18, 2017

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST  
FROM SEASIDE HIGH SCHOOL BASEBALL TEAM**

---

**PURPOSE**

The purpose of this agenda item is for the City Council to consider a Three Thousand Dollar (\$3,000.00) request from Seaside High School Baseball Team for a donation from the Mayor's Youth Fund.

**RECOMMENDATION**

It is recommended that the City Council approve the request.

**BACKGROUND**

Seaside High School Baseball Team is requesting a Three Thousand Dollar (\$3,000.00) donation from the Mayor's Youth Fund to cover the cost for in field baseball dirt, back-stop netting protected screen and baseball uniforms. The purchase of these items will allow the students at Seaside High School to continue playing baseball safely.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. This is the first time that the Seaside High School Baseball Team is requesting a donation.

**FISCAL IMPACT**

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

**ATTACHMENTS**

1. Mayor's Youth Fund Policy and Application from Seaside High School Baseball Team

---

Reviewed for Submission to the  
City Council by:



---

Craig Malin, City Manager



## CITY OF SEASIDE MAYOR'S YOUTH FUND CONTRIBUTION POLICY

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

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

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

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

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

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

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

Individuals\*

Groups up to 20

Groups 21+

25% of total cost of activity (not to exceed \$1,000.00)

up to \$1,500.00

up to \$3,000.00

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

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

###

City Clerk's Office

APR 17 2017

Received

Mayor's Youth Fund Contribution Request

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

Name of Organization: Seaside High School

Name of Individual Submitting Request:

TONY G. BEZA

% Residents or Students of Seaside: 95%

#of Participants 20

Ages of Participants: 14-17

Mailing Address: 1 Wheeler Court Seaside CA 93955

Phone Number: Home \_\_\_\_\_ Work \_\_\_\_\_

Cell 535-8648

E-mail Address: Coachbeza@yahoo.com

Description of Event (Attach Additional Information as Necessary)

Baseball Team for Seaside High School

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

The dirt is to have a level and safe playing field.  
 The Backstop Net one to protect fans during the game.  
 The Uniforms are not supplied by school. Student-Athlete need to pay  
 if new uniforms are needed

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

By having these items allows the student at Seaside High School  
 to continue to play Baseball safely.

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

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

1. In field Baseball dirt \$ 75<sup>00</sup> a ton  
 We need 15 tons \$ 1,050 -
2. Back-Stop Netting protected Screen  
 100' by 30" \$ 2,250 -
3. Baseball Uniforms Home and away  
 for 20 players \$ 5,000 -



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 8.E.**

**TO:** City Council

**FROM:** Craig Malin, City Manager

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

**DATE:** May 18, 2017

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM ACTION COUNCIL OF  
MONTEREY COUNTY AND PALENKE ARTS ORGANIZATION TO  
USE LAGUNA GRANDA PARK TO HOLD THEIR SECOND ANNUAL  
PALENKE ARTS MUSIC FESTIVAL.**

---

**PURPOSE**

The purpose of this item is to consider the request for a fee waiver by the Palenke Arts/Action Council in the amount of One Thousand Eight Hundred Fifty Three Dollars and Twenty Five Cents (\$1,853.25.)

**RECOMMENDATION**

It is recommended that the City Council approve this agenda item.

**BACKGROUND**

The Action Council of Monterey County along with Palenke Arts Organization is proposing to hold their second Palenke Arts Music Festival event on June 06, 2017. The organization's mission is to educate and inspire the community of Seaside through the arts and is comprised of a community of multicultural interdisciplinary arts, performers, students, educators and community members who want to transcend their individual differences, and build a better community through the arts. The festival will be a celebration of the arts in Seaside. It will feature professional ensembles, such as the Latin Jazz Collective, student groups, such as the Monterey Jazz Festival All-Star High School Band, the Palenke Arts Choir and a Mariachi ensemble.

They are requesting a fee waiver to waive fees associated with this event, use of the dirt parking lot for parking and use of the city's stages. Palenke Arts Music Festival is open to the public and no fees will be charged. They can also provide their own insurance coverage.

This application was reviewed by the Special Event Committee. Their last request was submitted and approved at the April 21, 2016 City Council meeting.

**FISCAL IMPACT**

Should the City Council approve the request for full fee waivers for the event, the approximate fiscal impact is as follows:

|                                   |            |
|-----------------------------------|------------|
| Special Event Application Fee     | \$90.00    |
| Laguna Grande Park Rental Fees    | \$96.25    |
| Park Deposit                      | \$157.00   |
| Public Works-Set-up and Breakdown | \$1,600.00 |
| TOTAL                             | \$1,853.25 |

Staff recommends that all fees be waived except the non-refundable portion of the park rental deposit in the amount of \$38.25 which goes in the park maintenance fund.

**ATTACHMENTS**

1. Special Event Application
  2. Fee Waiver Request
  3. Palenke Arts Information
- 

Reviewed for Submission to the  
City Council by:



---

Craig Malin, City Manager

4/21/17

2017

**SPECIAL EVENT APPLICATION**

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

ORGANIZATION NAME PALLENKE ARTS ~~ASSOCIATION~~  
 MAILING ADDRESS 1400 BROADWAY AVE SEASIDE, CA 93955  
 CONTACT NAME JUAN L. SANCHEZ PHONE# 831-333-6612  
 PHONE# 831-899-9909

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

EMAIL: juanlsanchez@hotmail.com

EVENT NAME: 2<sup>nd</sup> Palenke Arts Festival

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

|              |      |               |      |             |
|--------------|------|---------------|------|-------------|
| Setup        | Date | <u>6/4/17</u> | Time | <u>9 AM</u> |
| Event Starts | Date | <u>6/4/17</u> | Time | <u>1 PM</u> |
| Event Ends   | Date | <u>6/4/17</u> | Time | <u>5 PM</u> |
| Dismantle    | Date | <u>6/4/17</u> | Time | <u>6 PM</u> |

SITE LOCATION LAGUNA GRANDE PARK

**DESCRIPTION OF EVENT-PLEASE ATTACH SITE/ROUTE MAP**

Please provide detailed description of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides, sanitation provisions or any other pertinent information about the event.

The <sup>2<sup>nd</sup></sup> Palenke Arts Festival will be a celebration of the arts in Seaside. We will feature professional ensembles, such as the Latin Jazz Collective, student groups, such as the Monterey Jazz Festival High School All-Star Band, the Palenke Arts Shows and Mariachi Ensemble. We will also host more than 10 community groups such as the Arts Council of Kent, C., Monterey County Fire Lifelines, CPY, Village Project and more.

**SAFETY/SECURITY/ACCESSIBILITY**

Please describe your procedures for crowd control and internal security

WE WILL HAVE PALLENKE ARTS VOLUNTEERS COORDINATE PARKING + SAFETY - ~~THE~~

**NAME OF SECURITY ORGANIZATION (If required)**

Please attach security contract.

N/A

SIGNS POSTED \_\_\_\_\_

# OF PARTICIPANTS 200

IS THE EVENT OPEN TO THE PUBLIC? ☒ YES ( ) NO

If no, please describe how the event will be restricted and indicate plan on detailed schematic.

IF ADMISSION IS TO BE CHARGED, WHAT IS THE PRICE OF TICKETS FOR THE EVENT? NO

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

( ) OTHER

Federal ID# \_\_\_\_\_

Event Benefiting: Palenke Arts

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

None other than the installation of stage

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

Public Toilets next to the park

PARKING ARRANGEMENTS:

Public Parking Needs

We would like to request the use of the dirt lot  
- volunteers from Seattle High will coordinate

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

WE'D LIKE TO REQUEST your <sup>full</sup> stage (from Blues at the Park)  
and an electrical box ~~to~~ to plug in a PA system

( ) P.A. System

( ) Generator(s)

( ) Amplified sound/music

( ) Booths

( ) Bleachers

( ) Cooking fuel

( ) Tents

( ) Banners

( ) Barricades

( ) Other \_\_\_\_\_

DO YOU INTEND TO SELL FOOD OR BEVERAGE?

( ) YES ☒ NO

If YES, please attach Health Department Food Vendor Certificate.

Yes



DO YOU INTEND TO SELL OTHER MERCHANDISE?

( ) YES (X) NO

# of Vendors \_\_\_\_\_

Describe the type of merchandise.

WILL ALCOHOL BE SERVED? ( ) YES (X) NO

WILL ALCOHOL BE SOLD? ( ) YES (X) NO

If yes, please attach ABC license.

WILL EVENT INCLUDE MUSIC OR LIVE PERFORMANCES? (X) YES ( ) NO

HOW WILL EVENT BE ADVERTISED AND PROMOTED?

WE will promote it through social media, radio, TV & newspapers

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

YES

OTHER PERTINENT INFORMATION OR SPECIAL REQUESTS

**APPLICANT AGREEMENT:** All applicable fees must be paid 30 days prior to event date. No permit revisions will be accepted less than 14 days prior to the event date. The City of Seaside retains the right to terminate the event at any time should a responsible city official determine any activity related to the event is a threat to public safety and/or property. I (we) agree to abide by all laws, rules and regulations which may apply to this area. I (we) accept specific responsibility for other members of my group and for any damage done to city property and/or facilities, and agree to clean and restore the site to the condition in which it was found prior to the holding of the specific event. I certify under penalty of perjury that all the preceding information is true to the best of my knowledge. Completed and signed special event form must be submitted to Recreation and Community Activities Director within seven working days of receipt of form.

Permit Holder's Signature

Date

4/19/17

**APPLICATION MUST INCLUDE:**

Non-refundable Application Fee of \$90.00

Detailed schematic of event location indicating specific activity sites. For non-profit organizations, a copy of non-profit status must be submitted.

Attach to application and mail to:

City of Seaside  
Recreation Services  
Attn: N. Towne  
986 Hilby Avenue



Seaside, CA 93955  
(831) 899-6801 (P)  
(831) 899-6274 fax  
email: townenancy@ci.seaside.ca.us

**Specific Event  
Conditions of Approval**

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

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

**PROVISIONS**

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

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

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

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

\_\_\_\_\_  
Permit Holder's Signature

Ralene Arts Coordinator      4/19/17  
Title      Date

**INDEMNIFICATION, DEFENSE, HOLD HARMLESS**

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

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

**Risk Manager.** Please obtain the required insurance and mail an original insurance certificate to City of Seaside, Recreation and Community Activities Department, P.O. box 810, Seaside, CA 93955.

**Name of insurance agent** \_\_\_\_\_ **Agent's Name** \_\_\_\_\_  
**Business Phone** \_\_\_\_\_ **Policy Number** \_\_\_\_\_

**PERMIT HOLDER** hereby agrees to protect, defend, indemnify and hold and save harmless **CITY**, its officers, and employees against any and all liability, claims, judgements, costs and demands, however caused, including those resulting from death or injury to **PERMIT HOLDER'S** employees and damage to **PERMIT HOLDER'S** property, arising directly or indirectly out of the obligations or operations herein undertaken by **PERMIT HOLDER**, including those arising from the passive concurrent negligence of **CITY** but save and except those which arise out of the active concurrent negligence, sole negligence, or the sole willful misconduct of **CITY** **PERMIT HOLDER** will conduct all defense at its sole cost and expense. **CITY** shall be reimbursed by **PERMIT HOLDER** for all costs or attorney's fees incurred by **CITY** in enforcing this obligation.

\_\_\_\_\_  
Date Signature of Permit Holder

.....  
Administrative Use Only  
**Sign Off**

- |                                         |                                              |
|-----------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Building _____ | <input type="checkbox"/> Recreation _____    |
| <input type="checkbox"/> Planning _____ | <input type="checkbox"/> Finance _____       |
| <input type="checkbox"/> Police _____   | <input type="checkbox"/> Public Works _____  |
| <input type="checkbox"/> Fire _____     | <input type="checkbox"/> County Health _____ |

**Department Comments**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Special Event application form  
Revised February 18, 2014



City of Seaside  
**FEE WAIVER REQUEST**

Name of Applicant JUAN L. SANCHEZ Organization PALENKE ARTS ACTION COUNCIL  
Address 1400 BROADWAY AVE SEASIDE CA 93955  
Street City State Zip  
Home Phone 899-9909 Cell Phone 333-6612 Email Address juansanchez@hotmail.com

Room(s) Requested LAGUNA GRANDE

Day(s) and Date(s) Requested JUNE 4th, 2017 11-6 pm (11-6)

Hours Requested (include set-up time) 7 hrs. Estimated Attendance 200

Description of Event 2nd PALENKE ARTS FESTIVAL - A CELEBRATION OF MULTICULTURAL ARTS in SEASIDE.

Special Instructions or Equipment to Be Brought In stage, use of dirt parking lot, electricity

**Reason for Requesting Fee Waiver**

Palenke Arts is celebrating its 2nd Annual Palenke Arts Festival. Last year we hosted a very successful event, and this year we will showcase our students from our Chorus, hip hop dance and Mariachi free to the Seaside

Have you received a Fee Waiver in the past? Yes ☒ No ☐ community in a great celebration of the arts.  
If so, what was the date of your event? 5/21/16

Is your organization based in Seaside? Yes ☒ No ☐

What percentage of your members or participants resides in Seaside? 95%

What is your organization's tax identification number? 770-357-101

Is organization able to provide liability insurance? YES

Will alcohol be served or sold at your event? Yes ☐ No ☒

Applicant Signature [Signature] Date \_\_\_\_\_

**FOR OFFICE USE ONLY**

Approved: \_\_\_\_\_  
Denied: \_\_\_\_\_  
Appealed: \_\_\_\_\_

Security Required? Yes ☐ No ☐ Notes: \_\_\_\_\_  
Staff Approval: \_\_\_\_\_  
Date: \_\_\_\_\_

# **POLICY REGARDING ROOM RENTAL FEES AND WAIVERS**

Fees may be waived for activities that benefit the majority of Seaside residents. Any new organizations requesting fee waivers are required to submit a letter of intent and complete the Fee Waiver Request form to the Recreation Services Department. The application will be submitted to the City Manager or his designee for review and approval. In the event that the fee waiver request is denied by the City Manager, the request can be appealed to the City Council. Applicants must demonstrate that the following criteria are satisfied:

1. At least 60% of the organization's membership must consist of Seaside residents. The organization must provide documentation verifying membership residency.
2. The organization must be a 501© 3 non-profit or public benefit organization and provide taxpayer identification number.
3. The organization must provide an in-kind service/donation to benefit and augment the City of Seaside. A written statement must be submitted with the application outlining specific donations and/or services provided by the organization to the City of Seaside.

## **FEE WAIVERS FOR MEETING ROOMS**

1. Meetings are limited to four hours.
2. All organizations receiving fee waivers must give seven days notice of cancellation. If no notice is given of cancellation, the City reserves the right to deny further fee waiver requests.
3. Due to limited space, organizations may not request fee waivers for any more than one meeting room use per year; fee waivers are not intended to provide for ongoing weekly or monthly meeting use.
4. No faith based organizations may apply for fee waivers due to the separation of church and state.

## **AUDITORIUM RENTAL FEE WAIVER**

Organizations requesting the use of the Auditorium must:

1. Pay the non-refundable portion of the deposit per event.
  2. An organization requesting use of the auditorium for a special event or meeting may receive no more than one fee waiver request within a 90-day period.
  3. Provide special event liability insurance. The following is required:
    - a. Provide an "Occurrence Made" liability insurance policy, naming the city as additionally insured, with limits of \$1 million per occurrence and \$2 million aggregate. A copy of that policy must be provided to the Recreation Services Department.
- OR**
- b. Purchase Special Event Liability insurance through the Recreation Services Department at the time of fee waiver request. This insurance covers not only the city, but also those renting the facility.
4. Fundraising activities of any nature do not qualify for fee waivers.
  5. Special events may be required to provide security at renter's expense. A photocopy of the contract must be on file with the Recreation Services Department. The number of security guards required is determined by the nature of the event and the numbers in attendance.

**\*A City-sanctioned organization is defined as "any community based group or organization that in cooperation with the Recreation Services Department, provides an entertainment, recreation and/educational service benefiting the citizens of Seaside."**

**\*\*All deposits are placed in the maintenance and janitorial fund designated for the upkeep and repair of the Oldemeyer Center.**





City of Seaside – Parks & Recreation Division  
440 Harcourt Avenue, Seaside Ca 93955  
(831) 899-6825

Permit To Use Laguna Grande Park

Date(s) Requested:

Sunday 6/4/17 11-36 pm  
Day Date Time

Day Date Time

Park Requested:

Laguna Grande Park Areas:

- ☐ Eucalyptus Picnic Area (Min 50-Max 150)  
☐ Hillside Picnic Areas (1-6) (Max 30ea.) No. \_\_\_\_\_  
☒ Lakeside Picnic Area (1 or 2) No. \_\_\_\_\_  
Area 1 = 2 Long Tables & Large BBQ (Min 50- Max 125)  
Area 2 = 4 Tables & Small BBQ (Maximum 35)  
☐ Bounce House – \$27.25 each

Hours of Availability: 8:00 a.m. to Dusk

Do you intend to use the Barbecue Pits?

Do you intend to play music?

\_\_\_\_\_  
(No Amplified, Live Music or Bands)

Estimated Attendance

|                 | Residents | Non-Residents | Cleaning Deposit (75% refundable) |
|-----------------|-----------|---------------|-----------------------------------|
| 1-49 persons    | \$39.75   | \$46.25       | \$52.25                           |
| 50-100 persons  | \$65.00   | \$71.00       | \$89.00                           |
| 101-150 persons | \$69.25   | \$103.75      | \$157.00                          |

Intended Use: Multicultural Arts Festival

Name: Juan L. Sanchez Organization: Palenke Arts

Address: 1400 Broadway Ave., Seaside, CA 93955

Night Phone: 831-333-6612 Day Phone: 831-899-9909

I, the undersigned, hereby certify that I will be personally responsible for any damage sustained to the grounds, buildings, furniture, or equipment occurring through the occupancy of said facilities. I will also be responsible for the enforcement of the Department rules and regulations. City Ordinance 9.12020 makes it unlawful for any person to knowingly make, continue or cause to be made or continue any excessive, unnecessary or unusually loud noise. City Ordinance 9.08.060(B)(1) makes it unlawful for any person using a park to consume or have in his/her possession an open container of any alcoholic beverage. **Please be aware that the City does not provide electricity for any park reservation other than a reservation made for a City Function/Event.** Initials: \_\_\_\_\_

IT IS DISTINCTLY UNDERSTOOD AND AGREED that the applicant assumes all risks for loss, damage, liability, injury, cost or expenses that may arise during or because of such use or occupancy of the facility of the City of Seaside and its Public Works Department. The applicant further agrees that in consideration of being permitted to use said facilities, he/she will save and hold the City of Seaside and said Public Works Department and/or its employees, free and harmless from any loss claims liability, damage and/or injuries to persons or property that in any way may be caused by applicants use or occupancy of said facilities.

NOTE: All Park Rental Fees Are Non-Refundable

75% of cleaning deposits will be refunded within 14 –21 working days after use of facility. The remaining 25% of the deposit will be kept in the Janitorial/Maintenance account.

(Rental Area Must Be Clean In Order To Receive A Refund)

Signature of Applicant: \_\_\_\_\_ Date: 4/11/17

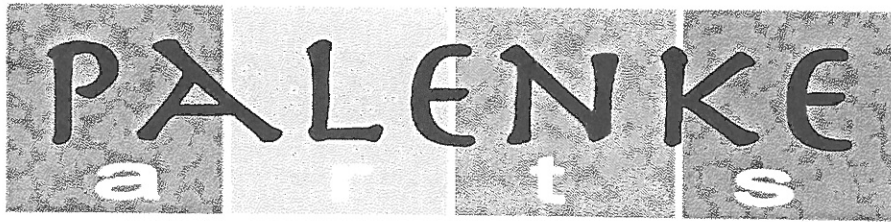
(For Office Use Only)

Permit Fee: \_\_\_\_\_

Recreation Services Authorized Agent: \_\_\_\_\_

Date: \_\_\_\_\_

Note: Original to Recreation Services - Copy to Police Department - Copy to Parks Division



## ***IGNITING A SPIRIT OF COMMUNITY IN THE CITY OF SEASIDE THROUGH THE ARTS***

Contact: Juan L. Sánchez - musician/educator - CSUMB/Arts Council Monterey County  
831-333-6612- [juansanchez@hotmail.com](mailto:juansanchez@hotmail.com)  
<http://palenkearts.org>

### ***WHAT IS PALENKE ARTS?***

A community of multicultural interdisciplinary artists, performers, students, educators and community members who want to transcend their individual differences, and build a better community through the arts.

### ***OUR MISSION***

To educate and inspire the community of Seaside through the arts

### ***OUR VISION***

To create a vibrant and inclusive Multicultural Arts Center in the city of Seaside, offering courses and performances in a multitude of art forms. We envision creating a facility that will feature:

- a state-of-the-art performing arts center
- an art gallery
- a painting/drawing studio
- inviting outdoor and indoor gathering space
- a recording studio and computer lab
- classroom, office and rehearsal spaces

It is our goal to be able to host:

- Workshops led by Monterey Jazz Festival educators
- After-school art studio facilitated by artists-in-residence
- Digital production projects led by CSUMB Service Learners
- Multi-disciplinary collaborative projects led by professional artists
- Performances by students, as well as jazz, blues and world music artists

## ***OUR BENCHMARKS***

- *January 2015* - Informational interviews with select stakeholders in the city including Mel Mason of the Village Project, city councilman Dave Pacheco, CSUMB Service Learning Director Seth Pollack,, LULAC council members, MPUSD Superintendent Dr. Diffenbaugh, and Seaside Arts Commissioners, including Sandra Gray and Steven Russell.
- *June 2015* -Survey of 145 Seaside High School students who overwhelmingly supported the idea of Palenke Arts and requested some of the programs listed above (report available online)
- *August 2015* - Formation of a grassroots community planning group with members from Seaside High School (teachers and students), CSU Monterey Bay, Monterey Jazz Festival, Peace and Justice Resource Center, St. Francis Xavier Church and the Village Project.
- *September 2015* - Obtained an offer of instrument loans, sheet music and teaching staff from the Monterey Jazz Festival.
- *October 2015* - Drafted and approved organizational mission and vision statements, as well as shared values, and recruited volunteer art/music teachers to start programming
- *January 2016* - Completion of a Strategic Plan with the assistance of Judy Sulsona
- *February 2016* - Obtained Fiscal Sponsorship through the Action Council
- *March 2016* - Planning of our launch event: Palenke Arts Festival on May 21, 2016

## ***OUR NEXT STEPS***

- Palenke Arts Festival May 21, 2016 featuring the Monterey Jazz Festival's All-star ensemble and Texas State University's Mariachi de Oro and Salsa del Rio
- Decide on a facility: MPUSD/Oldemeyer/Peace and Justice R. Center or first events
- Continued outreach to other stakeholders (Arts Commission, county, state and federal leaders) as well to other local community organizations and businesses.
- Hiring of Program Manager and Teaching staff
- Recruitment of volunteers and youth leadership council from Seaside Middle and High School
- Creation of bylaws and staffing guidelines
- Planning and execution of first community events - first priority: Seaside Middle/High School
- Fundraising through individual contributions, foundations and others to commence programs.

Please contact Juan L. Sánchez @ 831-333-6612- [juansanchez@hotmail.com](mailto:juansanchez@hotmail.com) or go to <http://palenkearts.org>



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 8.F.**

**TO:** City Council

**FROM:** Craig Malin, City Manager

**BY:** Brian Dempsey, Fire Chief

**DATE:** May 18, 2017

**SUBJECT: ACCEPTANCE OF CALIFORNIA GOVERNOR'S OFFICE OF  
EMERGENCY SERVICES REIMBURSEMENTS IN THE AMOUNT  
OF \$452,455.10 FOR FIRE DEPARTMENT PERSONNEL TO ATTEND  
HAZARDOUS MATERIALS TRAINING SPECIFICALLY RELATED  
TO THE HAZARDOUS MATERIALS BY RAIL PROGRAM.**

---

**PURPOSE**

The purpose of this item is to provide the City Council an opportunity to review, discuss and consider the acceptance of California Governor's Office of Emergency Services (CalOES) reimbursements in the amount of \$452,455.10 for fire department personnel to attend hazardous materials training specifically related to the Hazardous Materials by Rail Program.

**RECOMMENDATION**

It is recommended that the City Council approve the acceptance of California Governor's Office of Emergency Services reimbursements in the amount of \$452,455.10 for fire department personnel to attend hazardous materials training specifically related to the Hazardous Materials by Rail Program.

**BACKGROUND**

In 2014, a report was issued by CalOES with regard to the lack of preparation in California for emergency Haz/Mat responses to incidents involving the rail transportation of Crude by Rail (CBR). Once completed, the report was further expanded to include all Haz/Mat products transported across our state by rail. CBR transport is projected to increase dramatically within California and one proposed route of travel would potentially include three to four (3-4) trains weekly through greater Monterey County.

The Cal OES: Fire Rescue and Haz/Mat Program has developed a Regional Haz/Mat Program that will be similar to the Cal OES Fire Engine Program. This Regional Haz/Mat Program is



intended to provide additional response capability and fill in the gaps across the state where there is limited or no response capability for Haz/Mat by Rail. After securing a federal grant and a per rail car fee from host railroads, Cal OES will be distributing twelve (12) Type II Haz/Mat Emergency Response Vehicles. Each of the Vehicles will have all required Firefighting Resources of California Organized for Potential Emergencies (FIREScope) Type II standardized equipment.

In addition, Cal OES will coordinate all of the required training for personnel who are not trained to the Specialist level for a FIREScope Type II Haz/Mat Response Team. As part of the required training, Cal OES will cover the costs for the necessary overtime, backfill, travel and tuition for those staff who are taking this required training.

Reimbursable costs included in this agreement also cover Haz/Mat team members from the Salinas Fire Department, CalOES desired only one agreement per state team and since Seaside Fire is the host agency, we are managing the agreement.

### **RISK MANAGEMENT REVIEW**

Deputy City Manager of Administrative Service Daphne Hodgson has reviewed the agreement and approved to form.

### **FISCAL IMPACT**

There are no fiscal impacts associated with entering into this agreement. All costs associated with the acceptance of terms to the City of Seaside for hazardous materials training will be borne by Cal-OES.

### **ATTACHMENTS**

1. Resolution Accepting Cal OES funds
  2. Agreement
- 

Reviewed for Submission to the  
City Council by:



---

Craig Malin, City Manager

**RESOLUTION NO. 17-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE  
ACCEPTING THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY  
SERVICES REIMBURSEMENTS IN AN AMOUNT OF \$452,455.10 FOR FIRE  
DEPARTMENT PERSONNEL TO ATTEND HAZARDOUS MATERIALS TRAINING  
SPECIFICALLY RELATED TO THE HAZARDOUS MATERIALS BY RAIL  
PROGRAM.**

**WHEREAS**, in 2014, a report was issued by Cal OES with regard to the lack of preparation in California for emergency Haz/Mat responses to incidents involving the rail transportation of Crude by Rail (CBR), and;

**WHEREAS**, the Cal OES Fire, Rescue and Haz/Mat Program has developed a Regional Haz/Mat Program that will be similar to the Cal OES Fire Engine Program, and;

**WHEREAS**, this Regional Haz/Mat Program is intended to provide additional capability and fill in the gaps across the state where there is limited or no response capability for Haz/Mat by Rail, and;

**WHEREAS**, Cal OES will coordinate all of the required training for personnel who are not trained to the Specialist level for a FIREScope Type II Haz/Mat Response Team, and;

**WHEREAS**, as part of the required training, Cal OES will cover the costs for the necessary backfill for those staff who are taking this required training.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Seaside authorize the acceptance of California Governor's Office of Emergency Services reimbursements in the amount of \$452,455.10 for fire department personnel (Monterey County Hazardous Materials Team Members) to attend Hazardous Materials training specifically related to the Hazardous Materials by Rail Program.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 18<sup>th</sup> day of May 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Ralph Rubio, Mayor

ATTEST:

---

Lesley Milton-Rerig, City Clerk

AGREEMENT NUMBER

6053-6

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Governor's Office of Emergency Services (Cal OES)

CONTRACTOR'S NAME

Seaside Fire Department

Agreement is: May 26, 2017 or DGS approval, whichever is later through June 30, 2018

3. The maximum amount of this Agreement is: \$452,455.10  
Four Hundred Fifty-Two Thousand Four Hundred Fifty-Five Dollars and Ten Cents
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

|                                                        |         |
|--------------------------------------------------------|---------|
| Exhibit A: Statement of Work                           | 4 pages |
| Exhibit B: Budget Detail and Payment Provisions        | 1 page  |
| Exhibit B-1: Cost Worksheet                            | 1 page  |
| Exhibit C: General Terms and Conditions (GTS-04/2017)* | 1 page  |
| Exhibit D: Special Terms and Conditions                | 2 pages |
| Attachment A: Activity Calculation                     | 1 page  |

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Seaside Fire Department

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Brian Dempsey, Chief

ADDRESS

1635 Broadway Avenue  
Seaside, CA 93955

**STATE OF CALIFORNIA**

AGENCY NAME

California Governor's Office of Emergency Services (Cal OES)

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Sara Stillwell, Assistant Director, Administrative Services

ADDRESS

3650 Schriever Avenue  
Mather, CA 95655

**California Department of General  
Services Use Only**

☐ Exempt per:

---

**EXHIBIT A**  
**STATEMENT OF WORK**

---

**SEASIDE FIRE DEPARTMENT**  
**HAZARDOUS MATERIALS BY RAIL TRAINING (REIMBURSABLE)**

**1. BACKGROUND**

This Agreement between the California Governor's Office of Emergency Services (hereinafter referred to as "Cal OES") and the Seaside Fire Department (hereinafter referred to as the "Fire Agency") shall govern the reimbursements for the Fire Agency's costs of backfilling positions or overtime costs to allow Fire Agency staff to attend and successfully complete hazardous materials training required by Cal OES (identified in section 6C), specifically related to the Hazardous Materials by Rail (HMBR) Program. Cal OES and Fire Agency will use the most cost effective means for providing funding for backfill or overtime costs. The intent is to provide the Fire Agency reimbursement for the least extraordinary costs incurred to send staff to Cal OES provided hazardous materials training (e.g. for on-duty staff attending training, Cal OES will reimburse backfill costs; for off-duty staff attending training, Cal OES will reimburse overtime costs of trainees).

This reimbursement will allow the Fire Agency to maintain regular staffing to avoid any degradation of services or reduction in emergency response capabilities to the local Fire Agency community during the training due to the absence of one or more trainees.

**2. TERM AND PERIOD OF PERFORMANCE**

- A. The period of performance shall be from May 26, 2017 or upon DGS Approval, whichever is later, through June 30, 2018.
- B. Upon mutual consent, Cal OES and the Fire Agency may execute written amendments for changes to this Agreement that include time and funding.

**3. BUDGETED AMOUNT**

A. Required Training

The award of this Agreement shall not exceed \$452,455.10 to include training, backfill and overtime and travel as appropriate. Any increases to this amount shall be agreed upon by Cal OES and the Fire Agency. Additionally, there is no obligation on Cal OES's part to utilize the entire amount. This contract includes \$217,350 to attend Hazmat Technician A thru D and Hazmat Specialist F & G outside your jurisdiction to be scheduled with California Specialized Training Institute (CSTI). This also includes tuition for three personnel to attend Assistant Safety Officer

training to be scheduled by CSTI outside of your jurisdiction. This training should be completed by June 30, 2018.

In order to maximize the training benefit and build response capability statewide, Fire Agency and Cal OES agree that in any class offered under this Agreement, excess training spaces (up to normal class fill) will be open to enrollment for other agencies, at no tuition charge to those agencies or their personnel. Priority is HMBR team hosting the training, HMBR team from another jurisdiction, responders from hosting jurisdiction, and responders from another jurisdiction.

#### **4. PROJECT DELIVERABLES**

Cal OES will provide the previously mentioned financial resources to ensure Fire Agency can provide training to their 17 member Hazmat Type II Team. As such, in order to allow the Fire Agency the ability to maintain its regular staffing and response capabilities necessary to protect the health and safety of their communities, Cal OES will reimburse the Fire Agency for any vacated positions that require to be back-filled or for any overtime cost incurred by Fire Agency employees for and during the time of the training and related travel, for negotiated costs up to the amount of this Agreement.

#### **5. CAL OES RESPONSIBILITIES**

- A. Designate a Contract Manager to whom all Fire Agency communications would be addressed.
- B. Provide timely review and approval of invoices, information, and documents provided by the Fire Agency within a minimum of ten (10) business days. Invoice approvals shall be subject to conditions and categories of reimbursement identified in Exhibit B - Budget Detail and Payment Provisions.

#### **6. FIRE AGENCY RESPONSIBILITIES**

- A. Designate a Contract Manager to whom Cal OES communications would be addressed and who has the authority to act on all aspects of this agreement.
- B. Back-fill positions as required due to Fire Agency staff attending the Hazardous Materials by Rail Training provided by Cal OES.
- C. Ensure the 17 members of their Hazmat Type II Team have the following certified training:
  - Hazardous Materials Technician A (all members)
  - Hazardous Materials Technician B (all members)
  - Hazardous Materials Technician C (all members)
  - Hazardous Materials Technician D (all members)
  - Hazardous Materials Specialist F (all members)

Hazardous Materials Specialist G (all members)  
Assistant Safety Officer (3 members)

## **7. ACCEPTANCE OF DELIVERABLES**

It shall be Cal OES's sole determination as to whether a deliverable has been successfully completed and acceptable to Cal OES. Acceptance criteria shall consist of the following:

- A. Payment for tasks performed under this Agreement shall be as stated in Exhibit B-1 - Cost Worksheet. It shall be Cal OES's sole determination as to whether the tasks and deliverables identified in this Agreement have been successfully completed and are acceptable.
- B. Invoices shall be due and payable, and payment shall be made, only after satisfactory completion of the training and acceptance of the invoice by Cal OES.
- C. In the event not all Fire Agency staff successfully complete the course, Cal OES reserves the right to reduce the invoice by the number of Fire Agency staff who did not successfully complete the course.
- D. Invoices shall be submitted monthly in arrears, identifying staff name, classification, period of service, and the costs per category as shown on the Exhibit B-1 - Cost Worksheet.
- E. The Fire Agency costs related to failure by staff to successfully complete the course shall be costs of the Fire Agency, and shall not be billed to the Cal OES.
- F. Fire agency will provide Cal OES with documentation that all members have completed required training.

## **8. PROBLEM ESCALATION**

The parties acknowledge and agree certain technical and project related problems or issues may arise, and such matters shall be brought to Cal OES's attention. Problems or issues shall normally be reported in regular status reports. There may be instances, however, where the severity of the problem justifies escalated reporting. To this extent the Fire Agency will determine the level of severity and notify the appropriate Cal OES personnel. Cal OES personnel notified, and the time period taken to report the problem or issue, shall be at a level commensurate with the severity of the problem or issue. Cal OES personnel include, but are not limited to, the following:

First level: Lori Lopez, Emergency Services Coordinator

Second level: Kim Zagaris, Chief, Fire and Rescue Services

Third level: Dan Bout, Assistant Deputy Director, Response Operations

## 9. CANCELLATION

Cal OES may exercise its option to terminate the Agreement at any time with 30 calendar days' prior written notice. In the event of such termination the Cal OES shall pay all amounts due the Fire Agency for all deliverables accepted prior to termination.

## 10. PROJECT REPRESENTATIVES

The project representatives during the term of this Agreement will be:

|                                                                                |                                                                                  |
|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| State: <b>California Governor's Office of Emergency Services (Cal OES)</b>     | Fire Agency: <b>Seaside Fire Department</b>                                      |
| Name: Chief Kim Zagaris c/o Lori Lopez<br><i>Project Manager</i>               | Name: Chief Brian Dempsey                                                        |
| Address: 3650 Schriever Avenue<br>Mather, CA 95655                             | Address: 1635 Broadway Avenue<br>Seaside, CA 93955                               |
| Phone: (916) 845-8711 or 8722                                                  | Phone: (831) 899-6790                                                            |
| Fax: (916) 845-8396                                                            | Fax: (831) 899-6261                                                              |
| e-mail: <a href="mailto:Lori.Lopez@caloes.ca.gov">Lori.Lopez@caloes.ca.gov</a> | e-mail: <a href="mailto:Bdempsey@ci.seaside.ca.us">Bdempsey@ci.seaside.ca.us</a> |

Direct all Agreement inquiries to:

|                                                                                            |                                                                                  |
|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| State: <b>California Governor's Office of Emergency Services (Cal OES)</b>                 | Fire Agency: <b>Seaside Fire Department</b>                                      |
| Unit: <b>Procurement and Logistics Services Branch</b>                                     | Name: Chief Brian Dempsey                                                        |
| Attention: Colleen Catabran<br><i>Contract Analyst</i>                                     | Address: 1635 Broadway Avenue<br>Seaside, CA 93955                               |
| Address: 3650 Schriever Avenue<br>Mather, CA 95655                                         | Phone: (831) 899-6790                                                            |
| Phone: 916-845-8161                                                                        | Fax: (831) 899-6261                                                              |
| Fax: 916-845-8303                                                                          | e-mail: <a href="mailto:Bdempsey@ci.seaside.ca.us">Bdempsey@ci.seaside.ca.us</a> |
| e-mail: <a href="mailto:Colleen.Catabran@caloes.ca.gov">Colleen.Catabran@caloes.ca.gov</a> |                                                                                  |

---

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

---

1. Payment for services performed under this Agreement shall be as stated on Exhibit B-1- Cost Worksheet. It shall be in Cal OES's sole determination as to whether a task has been successfully completed and is acceptable. Signed acceptance is required from the Cal OES's Project Manager before processing an invoice for payment.
2. Invoices shall be due and payable, and payment shall be made, only after satisfactory completion of the training and acceptance of the invoice by Cal OES. In the event not all Fire Agency staff successfully complete the course, Cal OES reserves the right to reduce the invoice in proportion to the number of Fire Agency students not successfully completing the course to total Fire Agency students successfully completing.
3. Invoices shall be submitted monthly in arrears, in triplicate, identifying staff name, classification, period of service, and the costs per category as shown on the Exhibit B-1Cost Worksheet.
4. Submit invoices, in triplicate, with reference to the Agreement number 6053-6 to:

**Governor's Office of Emergency Services**  
**Attention: Accounting Unit**  
**3650 Schriever Ave.**  
**Mather, CA 95655**

5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, Cal OES shall have no liability to pay any funds whatsoever to the Fire Agency or to furnish any other considerations under this Agreement and the Fire Agency shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, Cal OES shall have the option to either cancel this Contract with no liability occurring to Cal OES, or offer a contract amendment to the Fire Agency to reflect the reduced amount.
7. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.



---

**EXHIBIT B-1**  
**COST WORKSHEET**

---

| <b>Cost Worksheet</b>                                                                                                               | <b>Total Cost</b> |
|-------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Course Administration                                                                                                               | \$217,350.00      |
| Salaries and Wages per team required to backfill behind trainee or overtime cost of trainee<br>(See attached activity calculations) | \$184,826.20      |
| Travel<br>(See attached activity calculations)                                                                                      | \$50,278.90       |

Receipts and supporting documents for eligible reimbursements, must accompany the invoice for payment and be sent to Cal OES within two weeks of administering deliverables for processing.

Fire Agency travel reimbursements, while on approved program business, will be reimbursed based on the policies and rates determined by the California Department of Human Resources (CalHR) for excluded state employees and contractors. These rates and policies can be found at: <http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx> Reimbursement for travel expenses shall not be made for expenses incurred within 50 miles of the Fire Agency's home or headquarters

Above cost to be completed based on the classification levels staff utilized at the Fire Agency.

Invoices shall be submitted monthly in arrears, in triplicate, identifying staff name, classification, period of service, and the costs per category shown above.

The Fire Agency will only be reimbursed based on the above costs. No other costs will be reimbursed without prior approval.

Invoices shall be submitted monthly in arrears, in triplicate, identifying staff name, classification, period of service, and the costs per category shown above.

---

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS (GTC-04/2017)**

---

The General Terms and Conditions, GTC 04/2017, are hereby incorporated by reference and made a part of this Agreement as if attached hereto. This document may be viewed by visiting the following link:

<http://www.dgs.ca.gov/LinkClick.aspx?fileticket=x6TrRwzYLxs%3d&tabid=6133&portalid=32&mid=10104>

---

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

---

**1. RIGHT TO TERMINATE**

Cal OES reserves the right to terminate this agreement subject to 30 days written notice to the Fire Agency. Fire Agency may submit a written request to terminate this agreement only if Cal OES should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Fire Agency fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on Cal OES' notification to the Fire Agency.

This agreement may be suspended or cancelled without notice, at the option of the Fire Agency, if the Fire Agency or Cal OES's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Fire Agency is unable to render service as a result of any action by any governmental authority.

**2. CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT**

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to Cal OES by the United States Government for the Fiscal Year(s) 16/17 covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

**3. DISPUTES**

If the Fire Agency believes that there is a dispute or grievance between the Fire Agency and Cal OES arising out of or relating to this contract, Fire Agency shall first discuss and attempt to resolve the issue informally with the agency contract

manager. If the issue cannot be resolved at this level, Fire Agency shall follow the following procedures:

- A. If the issue cannot be resolved informally with the Contract Manager, Fire Agency shall submit, in writing, a grievance report together with any evidence to the Contract Manager's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Fire Agency's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Fire Agency, the Supervisor shall make a determination on the problem, and shall respond in writing to the Fire Agency indicating the decision and reasons therefore. Should the Fire Agency disagree with the Supervisor's decision, Fire Agency may appeal to the next level, following the procedure listed below.
- B. Fire Agency must submit a letter of appeal to the Agency Secretary explaining why the Supervisor's decision is unacceptable. The letter must include, as an attachment, copies of the Fire Agency's original grievance report, evidence originally submitted, and response from Supervisor. Fire Agency's letter of appeal must be submitted within ten (10) working days of the receipt of the Supervisor's written decision. The Secretary or designee shall, within twenty (20) working days of receipt of Fire Agency's letter of appeal, review the issues raised and shall render a written decision to the Fire Agency. The decision of the Secretary or designee shall be final.

## ATTACHMENT A ACTIVITY CALCULATIONS

| SEASIDE |      | TRAINING CLASSES |                   |                           |                       | BACKFILL |                      |              |                     |
|---------|------|------------------|-------------------|---------------------------|-----------------------|----------|----------------------|--------------|---------------------|
| Member  | Rank | Classes Needed   | Number of Classes | \$90/Lodging & 13.20% tax | Per Diem (Meal) Total | OT Hours | Backfill Hourly Rate | Cost         | Total Cost          |
| Blaha   | DC   | ASO              | 1                 | \$ 509.40                 | \$ 230.00             | 54       | \$ 48.48             | \$ 2,617.92  | \$ 3,357.32         |
| Fugitt  | FF   | A-D & F-G        | 6                 | \$ 3,056.40               | \$ 1,380.00           | 324      | \$ 50.96             | \$ 16,511.04 | \$ 20,947.44        |
| Garcia  | ENG  | F-G              | 2                 | \$ 1,018.80               | \$ 460.00             | 108      | \$ 54.54             | \$ 5,890.32  | \$ 7,369.12         |
| Hicks   | ENG  | F-G              | 2                 | \$ 1,018.80               | \$ 460.00             | 108      | \$ 54.54             | \$ 5,890.32  | \$ 7,369.12         |
| Leist   | DC   | ASO              | 1                 | \$ 509.40                 | \$ 230.00             | 54       | \$ 48.48             | \$ 2,617.92  | \$ 3,357.32         |
| Smith   | FF   | A-D & F-G        | 6                 | \$ 3,056.40               | \$ 1,380.00           | 324      | \$ 50.96             | \$ 16,511.04 | \$ 20,947.44        |
| Whitney | FF   | A-D & F-G        | 6                 | \$ 3,056.40               | \$ 1,380.00           | 324      | \$ 50.96             | \$ 16,511.04 | \$ 20,947.44        |
|         |      |                  |                   |                           |                       |          |                      |              | <b>\$ 84,295.20</b> |

| SALINAS   |           |           |   |             |             |     |          |              |                      |
|-----------|-----------|-----------|---|-------------|-------------|-----|----------|--------------|----------------------|
| Mizer     | ENG       | A-D & F-G | 6 | \$ 3,056.40 | \$ 1,380.00 | 324 | \$ 57.43 | \$ 18,607.97 | \$ 23,044.37         |
| Bryant    | ENG       | A-D & F-G | 6 | \$ 3,056.40 | \$ 1,380.00 | 324 | \$ 50.39 | \$ 16,326.78 | \$ 20,763.18         |
| Matthews  | ENG       | A-D & F-G | 6 | \$ 3,056.40 | \$ 1,380.00 | 324 | \$ 51.13 | \$ 16,567.12 | \$ 21,003.52         |
| Ramirez   | FF        | A-D & F-G | 6 | \$ 3,056.40 | \$ 1,380.00 | 324 | \$ 39.48 | \$ 12,791.10 | \$ 17,227.50         |
| Mc Cown   | FF        | A-D & F-G | 6 | \$ 3,056.40 | \$ 1,380.00 | 324 | \$ 40.28 | \$ 13,051.82 | \$ 17,488.22         |
| Alexander | FF        | A-D & F-G | 6 | \$ 3,056.40 | \$ 1,380.00 | 324 | \$ 51.42 | \$ 16,659.59 | \$ 21,095.99         |
| Shea      | FF        | F-G       | 2 | \$ 1,018.80 | \$ 460.00   | 108 | \$ 48.36 | \$ 5,223.03  | \$ 6,701.83          |
| Meraz     | ACT. CAPT | F-G       | 2 | \$ 1,018.80 | \$ 460.00   | 108 | \$ 65.51 | \$ 7,074.95  | \$ 8,553.75          |
| Stallcup  | CAPT      | F-G       | 2 | \$ 1,018.80 | \$ 460.00   | 108 | \$ 57.96 | \$ 6,259.55  | \$ 7,738.35          |
| White     | ENG       | F-G       | 2 | \$ 1,018.80 | \$ 460.00   | 108 | \$ 52.91 | \$ 5,714.38  | \$ 7,193.18          |
|           |           |           |   |             |             |     |          |              | <b>\$ 150,809.90</b> |

**SEASIDE-SALINAS TOTAL COST: \$ 235,105.10**

| SEASIDE             |              |           |                                                                            |  |           |
|---------------------|--------------|-----------|----------------------------------------------------------------------------|--|-----------|
| <b>Lodging Rate</b> |              |           | <b>Per Diem Rate</b>                                                       |  |           |
| Rate Max            |              | \$ 90.00  | Daily Total:                                                               |  | \$ 46.00  |
| Tax 13.20%          |              | \$ 11.88  | Weekly:                                                                    |  | \$ 230.00 |
|                     | Daily Total: | \$ 101.88 | <b>Backfill Hours:</b> 48hrs + 6hrs (travel time) = 54 x number of classes |  |           |
|                     | Weekly:      | \$ 509.40 |                                                                            |  |           |
| SALINAS             |              |           |                                                                            |  |           |
| <b>Lodging Rate</b> |              |           | <b>Per Diem Rate</b>                                                       |  |           |
| Rate Max            |              | \$ 90.00  | Daily Total:                                                               |  | \$ 46.00  |
| Tax 13.20%          |              | \$ 11.88  | Weekly:                                                                    |  | \$ 230.00 |
|                     | Daily Total: | \$ 101.88 | <b>Backfill Hours:</b> 48hrs + 6hrs (travel time) = 54 x number of classes |  |           |
|                     | Weekly:      | \$ 509.40 |                                                                            |  |           |



**CITY OF SEASIDE  
STAFF REPORT**

Item No.: 8.G.

**TO:** City Council

**FROM:** Craig Malin, City Manager

**BY:** Daphne Hodgson, Deputy City Manager Administrative Services

**DATE:** May 18, 2017

**SUBJECT: RESOLUTION APPROVING AN AGREEMENT WITH SAND CITY  
SUCCESSOR AGENCY ON REPLACEMENT OF BONDS**

---

**PURPOSE**

The purpose of this item is to provide the City Council an opportunity to consider and approve a resolution and a related agreement with Sand City Successor Agency regarding the refunding of the Sand City Redevelopment Agency 2008A Bonds by the Sand City Successor Agency. The Agreement clarifies that all references to the 2008A Bonds in paragraph 1.e of the *City of Seaside v. City of Sand City, et al.* judgment date January 16, 2016, shall mean and refer to the Subordinate Tax Allocation Refunding Bonds Series 2017, when issued. Therefore the existing obligations of the Judgment have not been changed.

**RECOMMENDATION**

It is recommended that the City Council adopt the resolution approving the agreement with Sand City Successor Agency regarding the refunding of the Sand City Redevelopment Agency 2008A Bonds by the Sand City Successor Agency and authorizing the Mayor to sign the agreement.

**BACKGROUND**

The Sand City Redevelopment Agency issued \$7,015,000 of tax allocation bonds in January, 2008, to finance and refinance redevelopment activities within the Sand City Redevelopment Project Area. Currently, \$5,540,000 of the 2008 Series A bonds (the "2008A Bonds") are outstanding.

The Successor Agency to the Sand City Redevelopment Agency now proposes to refinance the 2008A Bonds with proceeds from issuance of 2017 Tax Allocation Refunding Bonds (the "2017 Bonds"), plus application of \$318,000 of proceeds from the recent sale of Agency owned land as directed by the Agency's Long-Range Property Management Plan. The Agency's bond broker estimates the refinancing plus application of the sales proceeds will reduce the annual debt

service payment which would become due under the 2008A Bonds by \$75,000 per year for a total debt service savings of approximately \$750,000 over remaining life of the bonds. The actual amount of savings will not be determined until closing of the refinancing.

In January of 2016, Judgment on Stipulation of the parties was entered in the action titled *Seaside vs. City of Sand City, et al.* The Judgment orders the Sand City Successor Agency to make semi-annual pay the City of Seaside of \$182,261 every 6 months through 2027 from funds available to the Agency's Real Property Tax Trust Fund. The Judgment also provides that debt service payments on the 2008A Bonds have priority over the payments to Seaside. One effect of the proposed refinancing of the 2008 A Bonds will be to increase the amount of money available in the Real Property Tax Trust Fund to fund the payments which become due to Seaside.

To enable issuance of the 2017 Bonds, the purchasers of those bonds must have assurance that funding of payments to them will continue to enjoy priority in the same fashion as funding of payments under the 2008A Bonds that the new bonds will replace. In order to provide this assurance, the Sand City Successor Agency proposes that the City of Seaside enter into the attached Agreement with the Sand City Successor Agency to ensure the same priority is given to funding payments for the replacement bonds.

### **FISCAL IMPACT**

This action will have no fiscal impact on the City of Seaside General Fund.

### **ATTACHMENTS**

1. Resolution Approving Agreement with Sand City Successor Agency
  2. Exhibit A - Agreement with Sand City Successor Agency
- 

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 AUTHORIZING ENTRY INTO AN AGREEMENT WITH THE SUCCESSOR AGENCY TO THE SAND CITY REDEVELOPMENT AGENCY RELATING TO THE REFUNDING OF SAND CITY SUCCESSOR AGENCY BONDS**

**WHEREAS**, on January 19, 2016, Judgment on Stipulation for Entry of Judgment was filed in the action titled *City of Seaside v. City of Sand City, et al.* (No. 1-13-DV-243063, Superior Court, Santa Clara County) (the “**Judgment**”); and

**WHEREAS**, Paragraph 1.e of the Judgment provides in part:

“The Successor Agency shall promptly pay to Seaside funds allocated to it from the Redevelopment Property Tax Trust Fund (“RPTTF”) for the 1989 Agreement in accordance with Health and Safety Code Section 34183, following current payments on the 2008A and 2008B Bonds.”; and

**WHEREAS**, the Successor Agency to the Sand City Redevelopment Agency now proposes to refinance the 2008A Bonds with Subordinate Tax Allocation Refunding Bonds Series 2017 in an aggregate principal amount not to exceed \$5,500,000; and

**WHEREAS**, the annual debt service payments under the 2017 Tax Allocation Refunding Bonds will be lower than annual debt service payments under the 2008A Bonds as a result of the refinancing; and

**WHEREAS**, the parties desire give debt service payments to become due on the 2017 Tax Allocation Refunding Bonds the same priority of payment afforded to the 2008A Bonds under paragraph 1.e of the Judgment.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor is hereby authorized and directed to enter into that certain Agreement with the Successor Agency to the Sand City Redevelopment Agency is the general form attached hereto marked Exhibit “A” and by this reference incorporated herein.

**PASSED AND ADOPTED** at a Regular City Council meeting duly held on the 18th of May, 2017, by the following vote:

|          |                  |
|----------|------------------|
| AYES:    | COUNCIL MEMBERS: |
| NOES:    | COUNCIL MEMBERS: |
| ABSENT:  | COUNCIL MEMBERS: |
| ABSTAIN: | COUNCIL MEMBERS: |

\_\_\_\_\_  
Ralph Rubio, Mayor, City of Seaside

ATTEST:

\_\_\_\_\_  
Leslie Milton-Rerig, City Clerk



## EXHIBIT A

### AGREEMENT

This Agreement is made the date last written below by and between the Successor Agency to the Sand City Redevelopment Agency (the “**Successor Agency**”) and the City of Seaside (“**Seaside**”).

### RECITALS

A. On January 19, 2016, Judgment on Stipulation for Entry of Judgment was filed in the action titled *City of Seaside v. City of Sand City, et al.* (No. 1-13-DV-243063, Superior Court, Santa Clara County) (the “**Judgment**”).

B. Paragraph 1.e of the Judgment provides in part:

“The Successor Agency shall promptly pay to Seaside funds allocated to it from the Redevelopment Property Tax Trust Fund (“RPTTF”) for the 1989 Agreement in accordance with Health and Safety Code Section 34183, following current payments on the 2008A and 2008B Bonds.”

C. The Successor Agency now proposes to refinance the 2008A Bonds with Subordinate Tax Allocation Refunding Bonds Series 2017 in an aggregate principal amount not to exceed \$5,500,000.

D. The parties anticipate that annual debt service payments under the 2017 Tax Allocation Refunding Bonds will be lower than annual debt service payments under the 2008A Bonds.

E. The parties desire to give debt service payments to become due on the 2017 Tax Allocation Refunding Bonds the same priority of payment afforded to the 2008A Bonds under paragraph 1.e of the Judgment.

### AGREEMENT

1. Replacement of Bonds. The parties hereby agree that from and after the time the Subordinate Tax Allocation Refunding Bonds Series 2017 (the “**2017 Bonds**”) are issued, all references in paragraph 1.e of the Judgment to the 2008A Bonds shall mean and refer to the 2017 Bonds.

Dated: \_\_\_\_\_

Successor Agency to the Sand City  
Redevelopment Agency

By: \_\_\_\_\_  
Mary Anne Carbone, Chairman

Attest:

\_\_\_\_\_  
Linda Scholink, Clerk

City of Seaside

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Ralph Rubio, Mayor

Attest:

\_\_\_\_\_  
Leslie Milton-Rerig, City Clerk



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 8.H.**

**TO:** City Council

**FROM:** Craig Malin, City Manager

**BY:** Kurt Overmeyer, Economic Development Manager

**DATE:** May 18, 2017

**SUBJECT: 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**

---

**PURPOSE**

To amend a lease with the Central California Chapter of the American Youth Hostels to change the Lessee to the Fort Ord Youth Hostel Society, a 501(c)3 that was created to replace the Central Coast Chapter of the American Youth Hostels due to restructuring of the national American Youth Hostels.

**RECOMMENDATION**

It is recommended that City Council authorize the City Manager to execute an amendment to the lease with the Central California Council of America Youth Hostels to transfer the lease to the newly formed Fort Ord Hostel Society and to make any non-substantive changes as required.

**BACKGROUND**

On August 28th, 2008, the City of Seaside entered into a lease agreement with the Central California Council of America Youth Hostels to construct and operate a youth hostel on the former Fort Ord Property commonly known as Surplus II. This lease was for 30 years and had an annual rent of \$1.00.

In 2016, the governing body of the Central California Council of America Youth Hostels requested that the lease be transferred to a new entity called the Fort Ord Youth Hostel Society. This was part of a larger effort by American Youth Hostels to require that smaller properties be affiliated but not owned by their various chapters. Staff worked with the local group, now incorporated as the Fort Ord Hostel Society (FOHS) to address concerns about the viability of this project and have included terms in the lease amendment that require this new group to

perform on the construction of a youth hostel on this site. Specifically, they will be required to provide the City with proof of financial to build and operate the hostel no later than January 15, 2019. The amendment also requires that FOHS consider other locations. This term is included because Staff expects the developer currently working on the land adjacent to this property to offer either an offsite opportunity or offer to construct a hostel elsewhere as part of the development.

The lease amendment also incorporates the assignment of water rights from California State Parks to the City of Seaside, as included in the original lease. The amendment incorporates an extension provided by the California Department of Parks and Recreation on August 15, 2016.

The previous lease had relatively few requirements for performance in constructing a hostel. Staff analysis concludes that entering into this amendment will allow the City to end the lease in the event that the newly formed FOHS fails to perform or is unable to raise the required funding to move their project forward.

### **FISCAL IMPACT**

None

### **ATTACHMENTS**

1. Lease Amendment
2. Exhibit D to Lease
3. Original Lease
4. Amendment 1 to Water Agreement

---

Reviewed for Submission to the  
City Council by:



---

Craig Malin, City Manager

First Amendment to Lease Agreement Between the City of Seaside and  
Central California Council of American Youth Hostels and Fort Ord Hostel  
Society

This agreement ("Agreement") is between the City of Seaside, a political subdivision of the State of California ("Seaside"), the Central California Council of American Youth Hostels, a California nonprofit public benefit corporation ("AYH") and Fort Ord Hostel Society, a California nonprofit public benefit corporation ("FOHS"). This agreement substitutes FOHS in the place and stead of AYH in that certain lease agreement between Seaside and AYH dated August 28, 2008, wherein AYH leased lands and improvements on property described therein and acquired by Seaside from the Fort Ord Reuse Agency ("Lease Agreement") for the development of a hostel ("Premises").

**RECITALS**

WHEREAS, AYH intends to dissolve and the Lease Agreement is the principal remaining AYH asset; and

WHEREAS, AYH seeks to transfer all rights, title and interest granted to it under the Lease Agreement to FOHS, and FOHS desires to assume all of AYH's obligations and responsibilities under the Lease Agreement; and

WHEREAS, AYH further seeks this transfer to relieve AYH as an assignor, lessor or party to the Lease Agreement, or as a predecessor in interest of FOHS, for any and all obligations imposed upon it under the lease Agreement; and

WHEREAS, Seaside is willing to release AYH of all responsibilities and obligations as a party to the Lease Agreement, but to do so requires that FOHS substitute itself for the same and commit itself to and assume all the responsibilities and obligations of AYH under the Lease Agreement as if FOHS were an original party thereto; and

WHEREAS, The parties have no knowledge of any default by either AYH or Seaside under the Lease Agreement as would prohibit or hinder this Agreement, however certain matters have occurred, and limits passed, that the parties desire to acknowledge and certain efforts of AYH have been made in its name with the city that the parties wish to apply to the benefit of FOHS;

NOW THEREFORE, the parties agree as follows:

**SUBSTITUTION OF FOHS FOR AYH**

1. AYH assigns to FOHS all of its right, title and interest in the Lease Agreement as if FOHS were an original party thereto and in AYH's stead. Any and all rights and benefits that AYH has received under the Lease Agreement to date shall be, become and inure to the benefit of FOHS;

2. FOHS assumes any and all obligations undertaken by AYH under the Lease Agreement, including obligations that were required of AYH on or before the execution of this Agreement;
3. FOHS shall adopt and be bound by any inspections and approvals that were required of AYH under the Lease Agreement and be deemed to have inspected and approved the same as if it had conducted the inspection or approval;
4. Seaside permits and consents to the above substitution, assignment and novation and shall look solely to FOHS to guarantee, fulfill and perform any and all of AYH's obligations under the Lease Agreement.
5. The operations and effect of this agreement shall be construed as if AYH were never a party to the Lease Agreement, but rather, FOHS was the original signatory thereto in its stead, as if FOHS had all rights, title and ability to be a party to the Lease Agreement as of its initial date of effect and execution.
6. This Agreement shall operate as an assignment of the Lease Agreement as provided in Article 12 of the same and Seaside's execution hereof shall constitute consent to said assignment. In addition, Seaside's execution hereof further acknowledges that the provisions of the Lease Agreement that intends to bind AYH after any assignment hereof shall be of no force or effect with respect to this assignment and Agreement.
7. Notwithstanding the above, any attempt by FOHS to assign or sublease this Lease Agreement shall be subject to the original terms and conditions of said agreement as if FOHS were an original party thereto. Accordingly, should FOHS desire to assign or sublease the same it will require the written consent of Seaside and said assignment or sublease will not absolve FOHS from otherwise remaining fully liable under the Lease Agreement as if it were an original party thereto.

#### **ADDITIONAL MATTERS**

8. FOHS shall provide Seaside a revised site plan ("Site Plan") which is anticipated to include design modifications consistent with Seaside's request that buildings that are not renovated will be removed from the Premises.
9. FOHS shall provide to Seaside evidence of financial capability on or before January 15, 2019 to complete construction in accordance with the Site Plan.
10. Project construction shall commence by FOHS on or before March 15, 2020 and shall be substantially completed approximately seven months thereafter.
11. FOHS will consider in good faith alternative locations for the hostel as presented by Seaside.

#### **ADMINISTRATIVE CORRECTIONS**

12. All applications made by AYH for improving the Premises shall be considered and honored by Seaside as applications made directly by FOHS and the rights, approvals

and benefits under the same shall inure to FOHS as a successor in interest to AYH as if FOHS were the original applicant therein.

13. The water to be made available for hostel development by FOHS as successor under the Lease Agreement shall be as is assigned to Seaside from the California Department of Parks and Recreation, attached as Exhibit D to the Lease Agreement, as amended and extended, including the extension currently pending for signature of the local California Department of Parks and Recreation Superintendent, Monterey District. Said assignment shall otherwise be in accordance to the terms provided under Lease Agreement Article 14.
14. Project completion dates specified in Lease Agreement Article 8 are hereby extended to be and become the completion dates to be provided in the Site Plan rather than the dates provided for in the Lease Agreement. These extended dates shall reflect the time to secure approvals and permits for the project and to accommodate anticipated significant modifications in the master plan for the project to accommodate a planned development surrounding the Premises under Seaside's guidance.

The above Administrative Corrections are intended to be basic 'housekeeping' items between FOHS and Seaside. Similar modifications are anticipated as Seaside reviews plans for development of the area surrounding the Premises and the parties determine how the hostel project will best fit within these plans.

Witness

City of Seaside, California, by:

\_\_\_\_\_

\_\_\_\_\_  
Hon. Ralph Rubio, Mayor

Witness:

Central California Council of American Youth Hostels, by:

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, President

Witness

Fort Ord Hostel Society, by:

\_\_\_\_\_

\_\_\_\_\_  
Peter Kambas, President

CITY OF SEASIDE  
OFFICIAL BUSINESS

EXECUTION  
VERSION  
06-30-16

Recording requested by and  
when recorded mail to:

City of Seaside  
Resource Management Services Department  
440 Harcourt Avenue  
Seaside, California 93955

Space Above This Line Reserved for Recorder's Use

1 **SECOND AMENDMENT AND RESTATEMENT OF ASSIGNMENT BY**  
2 **THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION**  
3 **TO**  
4 **THE CITY OF SEASIDE**  
5 **CONCERNING WATER FOR THE CENTRAL CALIFORNIA COUNCIL**  
6 **OF AMERICAN YOUTH HOSTELS**  
7 **IN THE CITY OF SEASIDE**  
8

9 This Amended Assignment is made and entered into by and between the  
10 **CALIFORNIA DEPARTMENT OF PARKS AND RECREATION** ("State Parks") and the  
11 **CITY OF SEASIDE** ("City") on this 15th day of August, 2016 ("Effective Date").  
12

13 **WITNESSETH THAT:**  
14

15 **WHEREAS**, State Parks and the City have entered into that certain *Agreement*  
16 *Between the California Department of Parks and Recreation and the City of Seaside*  
17 *Concerning the Fort Ord Dunes State Park Within the City of Seaside*, dated August 28, 2008  
18 ("State Parks Agreement"); recorded as document number 2008057090 on 08/28/2008 with the  
19 Monterey County Recorder's Office, and  
20

21 **WHEREAS**, the City, the Central California Council of American Youth Hostels  
22 ("AYH") and the Fort Ord Reuse Authority ("FORA") have entered into that certain *Agreement*  
23 *By and Among the Fort Ord Reuse Authority, the City of Seaside and the Central California*  
24 *Council of American Youth Hostels Concerning Certain Property at the Former Fort Ord,*  
25 *California*, dated August 28, 2008 ("AYH Agreement"); and  
26

27 **WHEREAS**, pursuant to the State Parks Agreement and the AYH Agreement, that  
28 certain property known as the "Youth Hostel Parcel" located on the former Fort Ord in



## WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

1 Monterey County, California, will be conveyed to the City and leased to AYH for operation of  
2 a youth hostel and environmental learning center as described in the application submitted by  
3 State Parks to the Department of the Interior on December 29, 1998 concerning the public  
4 benefit conveyance of the Youth Hostel Parcel (the "Youth Hostel"); and  
5

6 **WHEREAS**, pursuant to the AYH Agreement, the City and AYH have entered that  
7 certain *Lease Agreement By and Between the City of Seaside and the Central California*  
8 *Council of American Youth Hostels for the Lease of Certain City Owned Property for the Use*  
9 *as a Youth Hostel*, dated August 28, 2008 ("AYH Lease"); and  
10

11 **WHEREAS**, FORA has the authority to allocate water on the former Fort Ord to the  
12 various jurisdictions, and that water supply was obtained from the United States Army, and in  
13 turn, is part of the 6,600 acre-feet per year of groundwater, which is addressed in that certain  
14 County Agreement No. A-06404, entered into between the United States Army and the  
15 Monterey County Water Resources Agency, dated September 21, 1993; and  
16

17 **WHEREAS**, FORA has made a 45-acre-foot/year allocation of water to State Parks;  
18 and  
19

20 **WHEREAS**, the operation of a Youth Hostel on the former Fort Ord property would  
21 contribute to the public's access and enjoyment of Fort Ord Dunes State Park; and  
22

23 **WHEREAS**, consistent with the AYH Agreement and the State Parks Agreement,  
24 State Parks desires to provide up to 5.5 acre-feet of State Parks' 45-acre-foot potable water  
25 allocation from FORA to the City solely for the use by a Youth Hostel in the City and located  
26 within the former Fort Ord property; and  
27

28 **WHEREAS**, the City desires to accept State Parks' assignment of 5.5 acre-feet of its  
29 potable water allocation from FORA for the use by a Youth Hostel in the City and located  
30 within the former Fort Ord property; and  
31

32 **WHEREAS**, State Parks and the City desire to have written confirmation of State  
33 Parks water assignment in order to facilitate the development of the Youth Hostel within the  
34 City and located within the former Fort Ord property; and  
35

36 **WHEREAS**, this Agreement has been extended several times and this amendment and  
37 restatement is intended to be the final extension:.  
38

39 **NOW, THEREFORE, in consideration of the above recitals and the mutual**  
40 **promises set forth herein, State Parks and the City agree as follows:**  
41

- 42 1. Commencing upon the date of occupation of the Youth Hostel, as demonstrated by  
43 written notice to State Parks signed by both AYH or its approved replacement, the  
44 Fort Ord Hostel Society Inc. ("FOHS"), and the City, State Parks does hereby assign  
45 to the City the right to use up to a maximum of five and a half (5.5) acre-feet of

## WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

potable water per year from State Parks' allocation of potable water from FORA, to be provided to the City for the sole purpose and intent of providing potable water to operate the Youth Hostel on the Youth Hostel Parcel located within the former Fort Ord property. Any water not needed for the sole purpose of operating the Youth Hostel shall be retained solely by and revert back to State Parks.

2. The City hereby agrees to provide such assigned water solely for the purpose of operating a Youth Hostel on the Youth Hostel Parcel located within the former Fort Ord property.

3. The assignment of potable water by State Parks to the City for purposes of operating the Youth Hostel shall terminate, and State Parks shall not be obligated to provide any water to the City, if any one of the following occurs:

a. The Youth Hostel fails to open and begin operation on the Youth Hostel Fort Ord Property within the boundaries of the Fort Ord Property (City of Seaside) within three (3) years of the date of execution of this Amended and Restated Assignment (August 15, 2019); or After the initial opening, the Youth Hostel is no longer in operation or the Youth Hostel fails to be open to the public for a continuous period longer than one (1) year; or

b. The Youth Hostel is leased by any person or persons, organizations, corporation, partnership, association or entity other than AYH or FOHS, a nonprofit organization approved by AYH and State Parks; or

c. FORA eliminates or reduces State Parks' 45-acre-foot-per-year water allocation; or

d. The Youth Hostel is located or relocated to any place that is outside the former Fort Ord property within the City of Seaside or

e. The water allocation is transferred, used or otherwise appropriated to any agency other than FOHS.

4. Water shall be allocated to the City for the sole purpose of providing water to AYH or FOHS. In the event another entity other than AYH or FOHS is to operate the Youth Hostel or assume the Youth Hostel lease with the City and subsequently seeks access to the 5.5 acre feet water allocation, such third party entity shall require the prior written approval by State Parks to otherwise utilize any portion of the water allocation. Water shall be allocated , or denied, to the City with the following terms and conditions:

a. If AYH or FOHS is operating in the Fort Ord Hostel facility in accordance with the terms and conditions set forth in the AYH Lease and is (a) operating on the

## WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

Youth Hostel Parcel, (b) is within the City, and (c) is within the former Fort Ord, then State Parks shall provide up to five and one half (5.5) acre feet of potable water per year to the City for use by AYH or FOHS.

b. If the AYH or FOHS is not under construction or operational by the termination date contained within this agreement, the 5.5 acre feet of potable water shall revert back to State Parks.

c. If FOHS loses non-profit status, then the agreement to provide water to the City for the purposes of operating the Youth Hostel shall terminate immediately and all water under this agreement shall revert back to State Parks until such time the FOHS regains non-profit certification, at which point a new agreement shall be negotiated.

5. This Assignment shall be governed and interpreted under the laws of the State of California.

6. Both parties shall observe and comply with all applicable federal, state and local laws, regulations and ordinances.

7. The City shall defend, indemnify and hold harmless State Parks, its officers, employees and/or agents from and against any and all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from State Parks' assignment of water to the City or the parties' implementation of this Assignment, except those arising from the sole negligence or willful misconduct of State Parks, its officers, employees and/or agents.

8. No alteration, amendment, variation or waiver of the terms of this Assignment shall be valid unless made in writing and signed by both parties. This Assignment may be terminated by the mutual written agreement of the parties at any time for any reason with 48 hour notice.

9. This Assignment shall be deemed to have been prepared equally by both parties and the Assignment and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

10. Except as expressly provided for herein, nothing in this Assignment shall be construed as giving either the City or State Parks the right or ability to bind the other or to create any joint liability with regard to, or as a result of, the activities undertaken by each party to implement this Assignment.

11. The City and State Parks are the only parties to this Assignment. This Assignment shall not create any rights in any person, entity or organization not a party hereto; nor may any third party maintain any lawsuit for breach of this Assignment.

## WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

12. This Assignment constitutes the entire contract between the City and State Parks regarding the subject matter of this Assignment. Any prior agreements, whether oral or written, between the City and State Parks regarding the subject matter of this Assignment are hereby terminated effective immediately upon full execution of this Assignment; provided, however, that the State Parks Agreement shall remain in effect.

[Signatures on the following pages]

**WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE**

1           **IN WITNESS WHEREOF**, the City of Seaside, California, intending to be legally  
2 bound hereby, has caused this Assignment to be executed on the Effective Date set forth above.

3  
4  
5                   **CITY OF SEASIDE, CALIFORNIA**

6  
7  
8           By: \_\_\_\_\_  
9               Craig Malin, City Manager

10  
11  
12 State of California    )  
13 County of Monterey   )

14  
15 On \_\_\_\_\_ before me,  
16 \_\_\_\_\_, Notary Public (here insert name and title of the officer),  
17 personally appeared \_\_\_\_\_

18  
19 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
20 subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
21 his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
22 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

23  
24 I certify under PENALTY OF PERJURY under the laws of the State of California that the  
25 foregoing paragraph is true and correct.

26  
27 WITNESS my hand and official seal.

28 Signature \_\_\_\_\_ (Seal)  
29  
30

**WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE**

1  
2       **IN WITNESS WHEREOF**, the California Department of Parks and Recreation,  
3 intending to be legally bound hereby, has caused this Assignment to be executed on the  
4 Effective Date set forth above.

5  
6                   **CALIFORNIA DEPARTMENT OF PARKS AND RECREATION**

7  
8  
9       By: \_\_\_\_\_  
10         Mat Fuzie, Superintendent Monterey District

11  
12  
13   State of California            )  
14   County of \_\_\_\_\_ )

15  
16   On \_\_\_\_\_ before me,  
17   \_\_\_\_\_, Notary Public (here insert name and title of the officer),  
18   personally appeared \_\_\_\_\_

19  
20   who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
21   subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
22   his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
23   person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

24  
25   I certify under PENALTY OF PERJURY under the laws of the State of California that the  
26   foregoing paragraph is true and correct.

27  
28   WITNESS my hand and official seal. Signature \_\_\_\_\_ (Seal)  
29

1  
2  
3  
4 **LEASE AGREEMENT**  
5 **BY AND BETWEEN**  
6 **THE CITY OF SEASIDE**  
7 **AND**  
8 **THE CENTRAL CALIFORNIA COUNCIL OF AMERICAN YOUTH HOSTELS**  
9 **FOR THE LEASE OF CERTAIN CITY OWNED PROPERTY**  
10 **FOR THE USE AS A YOUTH HOSTEL**

11  
12 **THIS LEASE AGREEMENT** ("Lease") is executed on this 28<sup>th</sup> day of August  
13 2008 ("Effective Date") by and between the City of Seaside, a political subdivision of the State  
14 of California ("Landlord"), herein after referred to as the "City," and the Central California  
15 Council of American Youth Hostels, a California nonprofit public benefit corporation  
16 ("Tenant"), herein after referred to as "AYH," relating to the leasing to AYH of certain City  
17 owned buildings and real property contained on the former Fort Ord, California, more  
18 particularly described below.

19  
20 **RECITALS**

21  
22 **WHEREAS**, the City is the owner of certain property acquired from the Fort Ord Reuse  
23 Authority ("FORA") to be operated as a "Youth Hostel";

24  
25 **WHEREAS**, AYH, a California nonprofit public benefit corporation, desires to use  
26 several structures and grounds owned by the City as a youth "hostel facility," as that term is  
27 defined in California Public Resources Code § 5052(a);

28  
29 **WHEREAS**, the City and the United States of America, acting by and through the  
30 Secretary of the Army ("Army") have executed that certain *Exchange Agreement Between the*  
31 *City of Seaside and the United States of America, Acting by and through the Secretary of the*  
32 *Army*, dated May 9, 2008 (the "Exchange Agreement");

33  
34 **WHEREAS**, the California Department of Parks and Recreation ("State Parks") and the  
35 City have executed that certain *Agreement Between the California Department of Parks and*  
36 *Recreation and the City of Seaside Concerning the Fort Ord Dunes State Park Within the City of*  
37 *Seaside*, dated May 9, 2008 (the "State Parks Agreement");

38  
39 **WHEREAS**, the City, AYH and FORA have executed that certain *Agreement by and*  
40 *among the Fort Ord Reuse Authority, the City of Seaside and the Central California Council of*  
41 *American Youth Hostels Concerning Certain Property at the Former Fort Ord, California*, dated  
42 May 9, 2008 (the "AYH Agreement"); and

43  
44 **WHEREAS**, the Exchange Agreement, the State Parks Agreement and the AYH

**LEASE BETWEEN THE CITY OF SEASIDE AND THE CENTRAL CALIFORNIA  
COUNCIL OF AMERICAN YOUTH HOSTELS**

Agreement, among other things, foster the establishment of a Youth Hostel in accordance with State Parks' Public Benefit Conveyance Application for the Youth Hostel Parcel attached hereto as Exhibit C ("PBC Application").

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

1. Description of Premises. City shall lease to AYH and AYH shall rent from City certain land and improvements shown on Exhibit A, attached hereto (the "Premises"), to be used as a Youth Hostel, consistent with the City's building codes and occupancy regulations.

2. Term. This Lease shall be for a term of thirty (30) years commencing on the Effective Date (the "Commencement Date") and terminating on the thirtieth (30<sup>th</sup>) anniversary of the Effective Date.

If AYH is not in default under this Lease at the end of the initial Lease term, or any subsequent renewal term, then AYH shall have the right to renew the term of this Lease for additional thirty (30) year periods by giving City written notice of AYH's intent to renew the Lease at least one hundred and twenty (120) days before the expiration of the then-current lease term. The renewal shall be on the same terms and conditions contained in this Lease. The word "*term*," as used in this Lease, includes any renewal term.

3. Rent. AYH shall pay to City as annual rent the sum of One Dollar (\$1.00). The first payment shall be made upon the execution of this Lease, and each consecutive payment shall be made the first week in January of each successive year of this Lease. All rent shall be paid to the City at the address set forth below or at any other address that the City may designate in writing, without any prior demand and without any deduction or offset.

4. Permitting and Fees. AYH shall obtain all permits or approvals required for any renovation, construction, and operation on the Premises and pay all applicable City fees, and taxes and other applicable federal, state, and local fees and taxes required for such renovation, construction, and operation of the Youth Hostel.

5. Occupancy of Building No. 4420. The City shall issue an occupancy permit, permitting the occupancy of Building No. 4420 on the Premises by an AYH caretaker, to take place after the signing of this Lease and after Building No. 4420 meets the required minimum standards of the California Building Code for habitation and life safety.

6. Use. AYH shall use and occupy the Premises for the purpose of operating a Youth Hostel in accordance with the PBC Application, and for no other purpose without City's prior written consent. The City makes no representations or warranties regarding the condition,



**LEASE BETWEEN THE CITY OF SEASIDE AND THE CENTRAL CALIFORNIA  
COUNCIL OF AMERICAN YOUTH HOSTELS**

fitness or suitability of the Premises to operate a Youth Hostel or for any other purpose. Food preparation and service shall be permitted on the Premises for Youth Hostel employees and occupants incidental to the operation of a Youth Hostel, subject to AYH's compliance with all applicable statutes, regulations and ordinances. AYH shall not intentionally or knowingly use the Premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by the City or any other governmental agency. AYH shall not deface or injure the Premises or permit anything to be done on the Premises tending to create a nuisance. AYH shall comply with all federal, state, and local laws and regulations applicable to AYH's renovation, construction, and operation on the Premises.

7. Alternate Site for Youth Hostel. At the City's sole option, within three (3) years following the execution of this Lease, the City may choose to offer AYH an alternative location for the Youth Hostel ("Alternate Site Offer"), separate and apart from the Premises, within the City's Transportation Corridor, which corridor is generally described and depicted on Exhibit B to this Lease ("Alternate Site"). The Alternate Site will include land and improvements comparable to the Premises and, to the extent necessary, the City will make available for the Alternate Site the value of the Premises to provide such comparable land and improvements. AYH shall have the sole option to either (i) accept the Alternate Site Offer under the terms and conditions proposed by the City, or (ii) reject the Alternate Site Offer and retain the same rights to the Premises as set forth in this Lease. AYH shall notify the City as to whether AYH accepts or rejects the Alternate Site Offer within sixty (60) days of receiving an offer from the City ("Alternate Site Decision"). If the City and AYH agree to relocate the Youth Hostel to the Alternate Site, the City and AYH shall negotiate in good faith an amendment to this Lease that provides for a suitable and acceptable plan to relocate the Youth Hostel to the Alternate Site and replaces the description and depiction of the Premises in Exhibit A with the description and depiction of the Alternate Site. All terms and conditions of this Lease shall remain in full force and effect and apply to the Alternate Site.

8. Remodeling and Operation. AYH agrees to begin preparing the Premises for Youth Hostel operations and renovating the facilities as appropriate in accordance with the PBC Application (starting with Building No. 4420) at its own cost and expense within three (3) years following the execution of this Lease, or within one hundred and eighty (180) days following receipt of the City's decision not to present an Alternate Site Offer. AYH agrees to complete the renovation of the Premises and to undertake full Youth Hostel operations within ten (10) years following the date of the Alternate Site Decision; provided, however, if the City does not present an Alternate Site Offer, such ten (10) year period shall begin following receipt of the City's decision not to present an Alternate Site Offer. AYH agrees to continuously use the Premises for the operation of a Youth Hostel and shall keep the Premises open and available as a Youth Hostel in accordance with the

**LEASE BETWEEN THE CITY OF SEASIDE AND THE CENTRAL CALIFORNIA  
COUNCIL OF AMERICAN YOUTH HOSTELS**

Hostel License Agreement entered into with Hostelling International–USA, the American affiliate with the International Youth Hostel Federation. AYH agrees that all renovations shall be in compliance with HI-USA Quality Standards and any applicable City ordinance, regulation or building code and that AYH will procure the appropriate occupancy permit before allowing anyone to occupy any of the facilities.

9. AYH's Duties.

a. AYH shall keep the Premises clean and free from trash, garbage, rubbish and refuse to the satisfaction of the City. AYH shall keep all such trash, garbage, rubbish and refuse in suitable or designated containers specified by the City subject to disposal at the sole cost and expense of AYH.

b. AYH shall store and/or stock in the Premises only goods, wares, and merchandise that it intends to use for the operation of the Youth Hostel on the Premises within a reasonable time after receipt.

c. AYH shall conduct its business in the Premises in a dignified manner and in accordance with the high standards for the operation of an HI-USA Association Youth Hostel.

10. Taxes. AYH shall pay or cause to be paid all real property taxes and special assessments, fees and costs levied against the Premises. AYH shall pay all personal property taxes, fees and costs assessed against any personal property owned by AYH on the Premises.

11. Maintenance and Repair. AYH shall maintain and keep the Premises in good condition and repair. AYH shall provide and pay for its own regular janitorial service to maintain the Premises in a neat and clean condition. AYH shall also be responsible for all repairs or replacements occasioned by the negligence or willful act of AYH or its agents, employees, invitees, licensees or other third parties.

12. Assignment and Subletting. AYH may not sell, assign, mortgage, pledge, or in any manner transfer this Lease or sublet the Premises or any portion of the Premises without the City's prior written consent. Notwithstanding any such assignment or subletting, AYH shall remain fully liable on this Lease. City's right to assign this Lease is and shall remain unqualified. Upon any sale of the Premises in which the purchaser assumes all obligations under this Lease, City shall be free of all its obligations under this Lease and shall not be subject to any liability resulting from any act, omission, or event occurring after such conveyance. AYH agrees to recognize and attorn to the transferee as landlord, and AYH further agrees, at City's request, to execute and deliver the documents and letters that City may request to assist in such transfer of title.

**LEASE BETWEEN THE CITY OF SEASIDE AND THE CENTRAL CALIFORNIA  
COUNCIL OF AMERICAN YOUTH HOSTELS**

- 1  
2 13. Utilities. AYH is solely responsible for evaluating and determining the availability of  
3 utilities for AYH's use of the Premises, and AYH shall be solely responsible for  
4 providing utility services to the Premises. All utilities servicing the Premises shall be  
5 metered in the name of AYH, and AYH shall pay all charges and deposits for such  
6 utilities provided to or used on the Premises during the term of this Lease. The City  
7 makes no representations or warranties regarding the availability or suitability of utility  
8 facilities, improvements or infrastructure necessary to serve the Premises, and the City  
9 shall not be liable for any claims, losses, or damages if the furnishing of any utilities is  
10 interrupted by fire or other casualty, accident, strike, labor dispute or disagreement,  
11 construction, the making of any necessary repairs or improvements, or any other causes  
12 beyond City's reasonable control.  
13
- 14 14. Water. The City will make available to AYH such amount of water ("Water") that is  
15 assigned from State Parks to the City pursuant to that certain water assignment attached  
16 hereto as Exhibit D ("Water Assignment"). The City shall make the Water available to  
17 AYH for Youth Hostel purposes on the Premises or the Alternate Site only to the extent  
18 State Parks assigns such Water to the City in accordance with the Water Assignment.  
19 Except for the Water assigned to the City by State Parks for Youth Hostel purposes,  
20 under no circumstances shall the City or FORA be responsible for providing any potable  
21 water to AYH, the Youth Hostel Parcel, the Alternate Site or for any other purposes  
22 related to the operation of the Youth Hostel. The City makes no representations or  
23 warranties regarding the availability or suitability of facilities, improvements or  
24 infrastructure necessary to serve the Premises, and the City shall not be liable for any  
25 claims, losses, or damages if the furnishing of any utilities is interrupted by fire or other  
26 casualty, accident, strike, labor dispute or disagreement, construction, the making of any  
27 necessary repairs or improvements, or any other causes beyond City's reasonable control.  
28
- 29 15. Insurance. AYH shall, at its own cost and expense, obtain and keep in force a policy or  
30 policies of public liability insurance with a maximum self-insured retention limit of  
31 \$150,000.00 per occurrence, a minimum aggregate coverage of \$10,000,000.00 per  
32 location and such additional coverage as set forth in Exhibit E. All insurance policies  
33 shall name City and any persons designated by City as insured parties.  
34
- 35 16. Indemnity. AYH shall indemnify, defend and hold the City, its agents, officers and  
36 employees, harmless from and against any and all claims, liabilities, damages, judgments,  
37 losses, costs and expenses of any kind or nature whatsoever (including, without  
38 limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by  
39 the City, including, but not limited to, by reason of injury to person or property or  
40 wrongful death arising directly or indirectly out of any act or omission of AYH or its  
41 agents, officers, and employees or volunteers resulting or alleged to have resulted,

**LEASE BETWEEN THE CITY OF SEASIDE AND THE CENTRAL CALIFORNIA  
COUNCIL OF AMERICAN YOUTH HOSTELS**

1 directly or indirectly, wholly or partially, from AYH's activities, both on and off the  
2 Premises, or by reasons of the City's ownership of the Premises. The City shall not be  
3 liable to AYH and AYH hereby waives all claims against City, its agents and employees,  
4 for any injury or damage to any person or property occurring or incurred in connection  
5 with or in any way relating to the Premises from any cause.

6  
7 Without limiting the foregoing, neither City nor its agents or employees shall be liable for  
8 and there shall be no abatement of rent for (i) any damage to AYH's property stored on  
9 the Premises, (ii) loss of or damage to any property by theft or any other wrongful or  
10 illegal act, or (iii) any injury or damage to persons or property resulting from fire,  
11 explosion, earthquake, falling plaster, steam, gas, electricity, water or rain which may  
12 leak from any part of the Premises or from the pipes, appliances, appurtenances or  
13 plumbing works therein or from the roof, street or subsurface or from any other place or  
14 resulting from dampness or any other cause whatsoever or from the acts or omissions of  
15 other tenants, occupants or other visitors to the Premises or from any other cause  
16 whatsoever, or (iv) any latent or other defect in the Premises or surrounding property.  
17 AYH agrees that in no case shall City ever be responsible or liable on any theory for any  
18 injury to AYH's business, loss of profits, loss of income or any other form of  
19 consequential damage. AYH shall immediately notify City in the event of (a) the  
20 occurrence of a fire or accident on the Premises, or (b) the discovery of any defect thereon  
21 or in the fixtures or equipment thereof.

22  
23 Any personal property kept on the Premises by AYH shall be kept there at AYH's sole  
24 risk.

25  
26 The provisions of this Section 16 shall survive the expiration or termination of this Lease.

27  
28 17. Acceptance of Premises. AYH agrees to accept the Premises "as is, where is" in its  
29 present condition and subject to and without liability to City because of or resulting from  
30 any conditions or defects on the Premises. City makes no representation that the  
31 Premises is suitable for the purposes set forth in this Lease.

32  
33 18. Damage or Destruction. If, during the term of this Lease, the Premises are partially or  
34 totally destroyed by fire or other casualty covered by insurance so as to become partially  
35 or totally untenable, the Premises shall be repaired as speedily as possible at AYH's  
36 expense unless this Lease is terminated.

37  
38 If, during the term of this Lease, the Premises are partially or totally destroyed by fire or  
39 other casualty, and the cost of restoring the Premises to their condition before the damage  
40 exceeds the insurance funds available to restore the Premises, or if the Premises are  
41 damaged by any casualty not insured against by AYH and AYH cannot provide evidence

**LEASE BETWEEN THE CITY OF SEASIDE AND THE CENTRAL CALIFORNIA  
COUNCIL OF AMERICAN YOUTH HOSTELS**

to the City of a source of funds to replace the Premises, either party shall have the right to terminate this Lease by giving the other written notice of its election to do so within sixty (60) days of the date on which the damage occurs or the unavailability of insurance funds to restore the Premises becomes known, whichever is the later to occur. Upon the giving of notice by either party, the Lease shall terminate as of the date on which the damage occurred and the rent shall be adjusted to that date. Absent termination notice by City, this Lease shall continue, and AYH shall cause the Premises to be repaired or restored with due diligence.

19. Condemnation. If the whole or any part of the Premises is taken by any public authority other than the City under the power of eminent domain, then the term of this Lease shall cease on that part to be taken from the date the possession is acquired by the public authority, and the rent shall be paid up to that date. If the taking of a portion of the Premises substantially impairs the usefulness of the Premises for the purpose for which the Premises were leased, AYH shall have the right either to terminate this Lease or to continue in the possession of the remainder of the Premises under the terms and conditions of this Lease, and in the latter event, AYH shall promptly restore the remainder to a reasonably tenantable condition.

20. Remedies and Default. If AYH (a) defaults in paying any sums to City when due and does not cure the default within thirty (30) days, (b) defaults in performing any other covenant or condition of the Lease and does not cure the default within sixty (60) days after City's written notice specifying the default, or (c) is bankrupt or makes any assignment for the benefit of creditors, then City may accelerate the full balance of the rent payable for the remainder of the term and sue for the sums, may terminate this Lease, or may, without terminating this Lease, reenter the Premises, dispossess AYH or any other occupant of the Premises, remove AYH's effects, and relet the Premises for the account of City for the rent and upon the terms that are satisfactory to City, crediting the proceeds, after deducting the costs of reentry, alterations, additions, and reletting, to the unpaid rent and the other amounts due during the remainder of the term, and AYH shall remain liable to City for any unpaid balance.

If suit is brought to recover possession of the Premises, to recover any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant that AYH was to keep or perform, and a breach is established, then AYH shall pay to City all expenses incurred, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the default and shall be enforceable whether or not the action is prosecuted to judgment.

21. Surrender. Upon the expiration of the term of this Lease, its termination by City or AYH, or AYH's occupancy of the Alternate Site, AYH shall quietly and peacefully remove

**LEASE BETWEEN THE CITY OF SEASIDE AND THE CENTRAL CALIFORNIA  
COUNCIL OF AMERICAN YOUTH HOSTELS**

1       itself and its property from the Premises (with respect to relocation to the Alternate Site,  
2       the Premises on the date of the signing of this Lease) and surrender the possession thereof  
3       to the City on the expiration date, or the date of prior termination or occupancy of the  
4       Alternate Site; provided, in the event that City terminates this Lease for a default of this  
5       Lease by AYH or AYH is relocated to the Alternate Site, AYH shall be allowed a  
6       reasonable period of time, as determined by the City, in which to remove all of its  
7       property from and terminate its operations on the Premises. During such period prior to  
8       surrender, all obligations assumed by AYH under this Lease shall remain in full force and  
9       effect. The City may, in its discretion following sixty (60) days notice to AYH, declare  
10      any property which has not been removed from the Premises upon surrender as  
11      abandoned property.

12  
13   22.   Restoration. Before the expiration or prior to termination of this Lease or AYH's  
14       relocation to the Alternate Site, AYH shall restore the Premises (with respect to  
15       relocation to the Alternate Site, the Premises on the date of the signing of this Lease) to  
16       the condition in which it was first received and used by AYH, or to such improved  
17       condition as may have resulted from any improvement made therein by AYH, subject  
18       however to ordinary wear and tear and loss or damage for which AYH is not liable  
19       hereunder. AYH is not obligated to restore improvements to the Premises once those  
20       improvements have been demolished or to demolish improvements that have been  
21       completed during the term of this Lease.

22  
23   23.   Net Lease. AYH hereby acknowledges and agrees that this Lease is intended to be a  
24       "triple net" lease to the City, as such term is commonly used for the leasing of property,  
25       and except as expressly stated herein, the City is not responsible for any costs, charges,  
26       expenses and outlays of any nature whatsoever arising from or relating to the Premises, or  
27       the use and occupancy thereof, or the contents thereof or the operations carried on therein,  
28       and that AYH shall pay all charges, impositions, costs and expenses of every nature and  
29       kind relating to the Premises including without limitation all costs related to AYH's  
30       obligations under any section of this Lease.

31  
32   24.   Liens. AYH shall promptly discharge or cause to be discharged any valid lien, stop  
33       notice, right in rem, claim, or demand of any kind on the Premises, except one in favor of  
34       the City, which at any time may arise or exist with respect to the Premises or materials or  
35       equipment furnished therefore, or any part thereof, and if the same shall not be promptly  
36       discharged by AYH, or should AYH be declared bankrupt or make an assignment on  
37       behalf of creditors, or should the leasehold estate be taken by execution, the City reserves  
38       the right to take immediate possession without any liability to AYH. If AYH breaches  
39       the foregoing, AYH shall be responsible for any costs incurred by the City in securing  
40       clear title to its property.  
41

**LEASE BETWEEN THE CITY OF SEASIDE AND THE CENTRAL CALIFORNIA  
COUNCIL OF AMERICAN YOUTH HOSTELS**

25. Access to Premises. City shall have the right to enter the Premises to inspect the Premises at all reasonable hours and with at least twenty-four (24) hours' prior notice to AYH of the City's intention to do so; provided, however, if the City reasonably determines that entry without prior notice is required due to an imminent threat of injury to person or property, no notice shall be required.

26. Waiver. City's failure to insist on a strict performance of any of the terms, covenants, or conditions of this Lease shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions. This Lease may not be changed, modified, or discharged orally.

27. Butane Tanks. To the extent that the butane tanks located on the Premises are not being used and are not subject to an easement and/or other enforceable restriction that would preclude their removal, AYH may remove the butane tanks located on the Premises at its sole cost and expense in accordance with proper legal and regulatory procedures.

28. Notices. All notices required under this Lease shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to City or to AYH at their respective addresses set forth below, or to any other address that either party may furnish in writing during the term of this Lease:

If to City: City of Seaside  
440 Harcourt Avenue  
Seaside, CA 93955  
Attention: City Manager  
Tel: (831) 899-6204  
Fax: (831) 899-6227

With a copy to: George R. Schlossberg, Esq.  
Kutak Rock LLP  
1101 Connecticut Avenue, N.W.  
Washington, D.C. 20036  
Tel: (202) 828-2418  
Fax: (202) 828-2488  
Email: george.schlossberg@kutakrock.com

If to AYH: Central California Council of AYH  
Attn: President  
P.O. Box 2538  
Monterey, CA 93942  
Tel: (831) 899-1252

**LEASE BETWEEN THE CITY OF SEASIDE AND THE CENTRAL CALIFORNIA  
COUNCIL OF AMERICAN YOUTH HOSTELS**

Fax: (831) 649-0375

Email: [president@centralcalhostels.org](mailto:president@centralcalhostels.org)

With a copy to:

Central California Council of AYH

c/o HI-Monterey Hostel

Attn: Executive Director

778 Hawthorne Street

Monterey, CA 93940

Tel: (831) 649-0375

Fax: (831) 649-0375

Email: [ceo@centralcalhostels.org](mailto:ceo@centralcalhostels.org)

With a copy to:

Hostelling International - USA

Attn: General Counsel

8401 Colesville Road, Suite 600

Silver Spring, MD 20910

Tel: (301) 495-1240

Fax: (301) 495-6697

Email: [customerrelations@hiusa.org](mailto:customerrelations@hiusa.org)

29. Quiet Enjoyment. City covenants and agrees with AYH and its successors and assigns that when AYH pays the rent and observes and performs all the terms, covenants, and conditions on AYH's part to be performed and observed, AYH may peaceably and quietly possess and enjoy the Premises for the full term of this Lease.
30. Recording. Upon the request of either party, the other party shall join in the execution of a memorandum or so-called "short form" of this Lease for the purpose of recordation. The memorandum or short form of this Lease shall describe the parties, the Premises, and the term of this Lease and shall incorporate this Lease by reference.
31. Captions and Headings. The captions and headings used in this Lease are intended only for convenience and are not to be used in construing this Lease.
32. Applicable Law. This Lease shall be construed under the laws of the State of California. If any provision of this Lease, or its application to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.



**LEASE BETWEEN THE CITY OF SEASIDE AND THE CENTRAL CALIFORNIA  
COUNCIL OF AMERICAN YOUTH HOSTELS**

33. Successors. This Lease and the covenants and conditions shall inure to the benefit of and be binding on the City and its successors and assigns and shall be binding on AYH and permitted assigns of AYH.

34. No Partnership. Any intention to create a joint venture or partnership between the parties is expressly disclaimed, and the City shall be under no obligation to operate or assist in the operation of a Youth Hostel.

35. Exhibits. The following listed Exhibits are made a part of this Lease:

Exhibit A: Description of the Youth Hostel Parcel

Exhibit B: Alternate Site

Exhibit C: State Parks' PBC Application for the Youth Hostel Parcel

Exhibit D: Water Assignment

Exhibit E: Minimum Insurance Requirements

**WITNESS**

**CITY OF SEASIDE, CALIFORNIA**

By: \_\_\_\_\_

Ray Corpuz, City Manager

**WITNESS**

**CENTRAL CALIFORNIA COUNCIL OF  
AMERICAN YOUTH HOSTELS**

By: \_\_\_\_\_

Peter C. Kambas, President

**LEASE BETWEEN THE CITY OF SEASIDE AND THE CENTRAL CALIFORNIA  
COUNCIL OF AMERICAN YOUTH HOSTELS**

33. Successors. This Lease and the covenants and conditions shall inure to the benefit of and be binding on the City and its successors and assigns and shall be binding on AYH and permitted assigns of AYH.

34. No Partnership. Any intention to create a joint venture or partnership between the parties is expressly disclaimed, and the City shall be under no obligation to operate or assist in the operation of a Youth Hostel.

35. Exhibits. The following listed Exhibits are made a part of this Lease:

Exhibit A: Description of the Youth Hostel Parcel

Exhibit B: Alternate Site

Exhibit C: State Parks' PBC Application for the Youth Hostel Parcel

Exhibit D: Water Assignment

Exhibit E: Minimum Insurance Requirements

**WITNESS**

**CITY OF SEASIDE, CALIFORNIA**

By: \_\_\_\_\_  
Ray Corpuz, City Manager

**WITNESS**

**CENTRAL CALIFORNIA COUNCIL OF  
AMERICAN YOUTH HOSTELS**

By: Peter C. Kambas  
Peter C. Kambas, President

**EXHIBIT A**

**DESCRIPTION OF THE YOUTH HOSTEL PARCEL**

(4.654 ac., MCL No. 1, Seaside)

AMERICAN YOUTH HOSTELS

**UNITED STATES OF AMERICA, to:**

Certain real property situate in Monterey City Lands Tract Number 1, the City of Seaside, Monterey County, California, and being more particularly described as follows:

Beginning at a point from which a 3/4" diameter iron pipe tagged RCE 15310 at the southeast corner of Parcel 1, as shown on map filed in Volume 20 of Surveys at page 71, records of said county, bears N 2°14'00" E, 60.00 feet and N 87°46'00" W, 251.27 feet; thence from said point of beginning

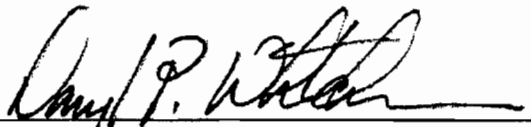
- 1 S 87°46'00" E, 227.77 feet; thence
2. Along a tangent curve to the right with a radius of 30.00 feet, through a central angle of 89°58'00", for an arc distance of 47.11 feet; thence
3. S 2°12'00" W, 757.22 feet; thence
4. N 87°48'00" W, 257.75 feet; thence
5. N 2°12'00" E, 787.35 feet to the point of beginning.

Containing an area of 4.654 acres of land, more or less.

SUBJECT TO, HOWEVER, an easement for access and egress, 15 feet wide lying along, contiguous to and easterly of the following described line which commences at said point of beginning and runs thence S 2°12'00" W, 705.00 feet.

Courses all true.

This description was prepared by me or under my direction.

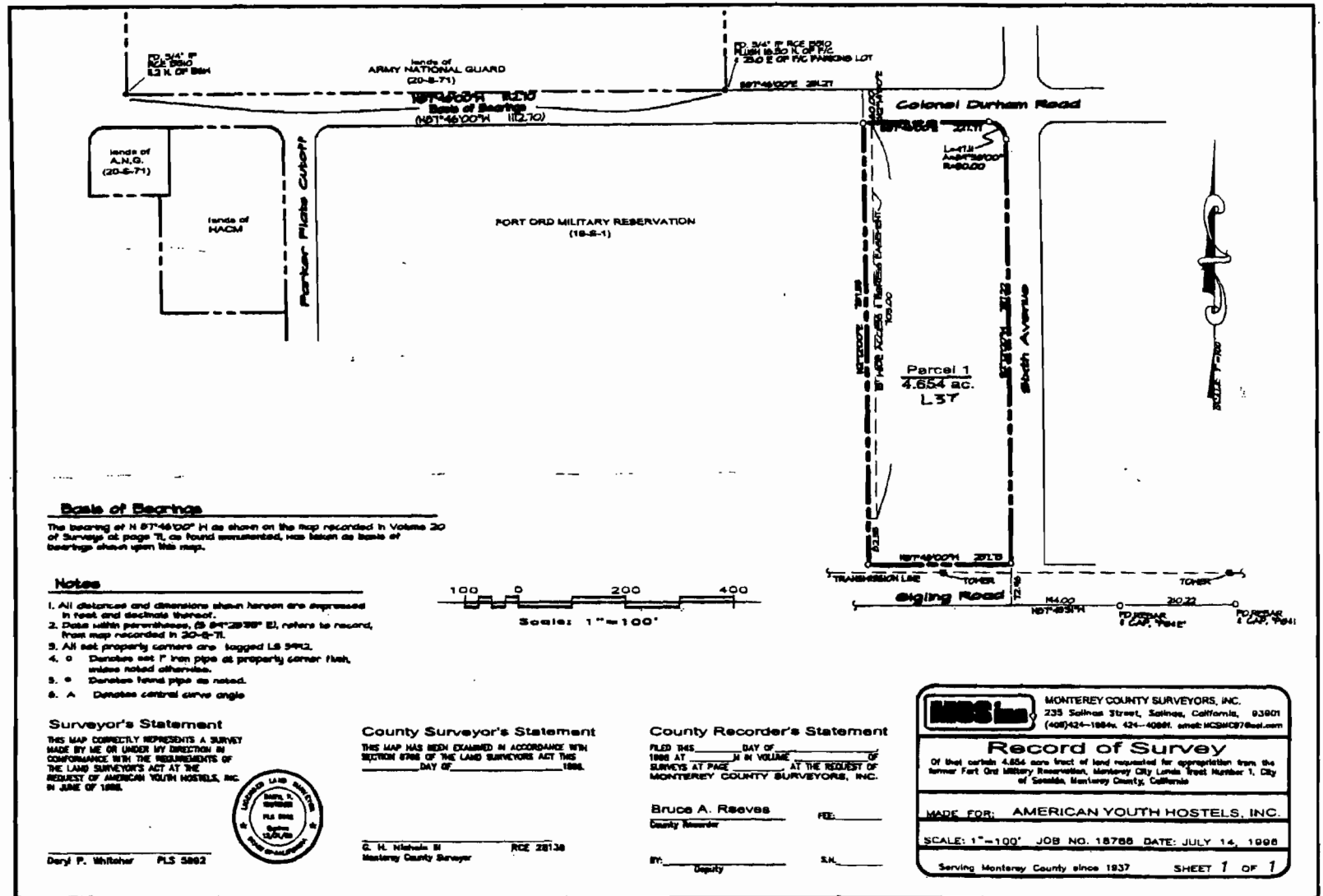
  
Daryl P. Whitcher P.L.S. 5992



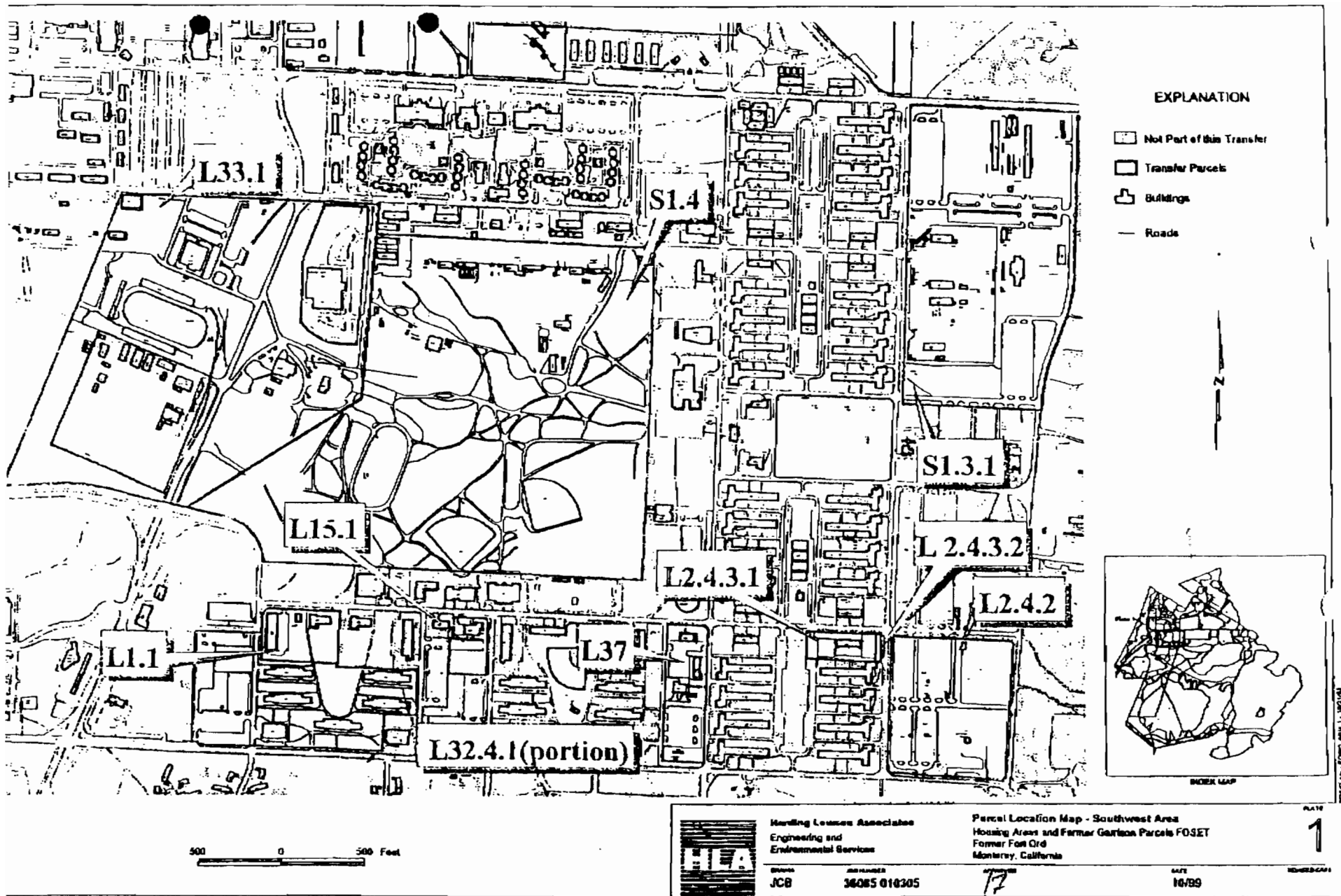
CJD/cd  
07/14/98  
/cjd/ayh-ld.wpd

AYH.ld

L37



L37



**EXHIBIT B**  
**ALTERNATE SITE**



West Broadway Avenue Study Area Site Plan



**EXHIBIT C**

**STATE PARKS' PBC APPLICATION FOR THE YOUTH HOSTEL PARCEL**

## INTRODUCTION

These instructions are designed to assist you in completing an application for Surplus Federal Real Property for public park and recreation purposes under Public Law 91-485.

The application consists of three parts, labeled: Part A, Part B, and Part C. For ease of identification, these parts have been separated by colored sheets.

Part A identifies who is applying for what property and sets forth terms and conditions which will be made a part of the deed transferring title to the property upon approval of an application by the Secretary of the Interior and the Administrator, General Services Administration.

Part B sets forth the Applicant's justification for acquiring the property and a program of development and utilization. Part B provides the National Park Service with information upon which approval or rejection of an application is based.

Part C provides the format for a resolution or certificate of authority identifying and certifying that it is legally authorized to make an application for the property.

When you have completed the application, submit five copies to the National Park Service Regional Office. The address appears on the letter transmitting this set of application instructions to you.

Instructions  
for  
Preparing Part A

Use all of Part A (Application for Federal Surplus Property for Public Park and Recreation Purposes), which accompanies these instructions.

1. Fill in the information in the blanks and the insert where indicated.
2. The references in Part A to Part B and Part C are for indicating that this application consists of three parts. You need not be concerned about these references while preparing Part A.
3. Read the terms and conditions, 1 through 12, thoroughly. Some of the terms and conditions are quite restrictive and will appear as conditions in the Deed of Conveyance.
4. In the event that the property is on, nominated to, or eligible for nomination to the National Register for Historic Places, appropriate language will be incorporated in the deed in order to carry out the intent of the Historic Preservation Act of 1966 and Executive Order 11593.
5. The person having legal responsibility and/or authority to submit the application and carry out the conditions of a deed must sign Part A in the space following Condition 12.
6. The "Acceptance by the Government" statement will be completed by the National Park Service upon completion of the review of your application and its acceptance.

**APPLICATION FOR FEDERAL SURPLUS PROPERTY  
FOR PUBLIC PARK OR RECREATION PURPOSES**

**Part A**

To: National Park Service - Western Region  
600 Harrison Street - Suite 600  
San Francisco, CA 94107

The undersigned State of California Department of Parks and Recreation

hereinafter referred to as the Applicant or Grantee, acting by and through

**Patricia J. Megason, Director**

(Name and Title of person having authority to make application)

**P.O. Box 942896**

(Street Address)

**Sacramento, CA 94296-0001 (916) 653-8380**

(City, State, Zip, and business telephone number)

hereby makes application to the United States pursuant to Section 203(K)(2) of the Federal Property and Administrative Services Act of 1949 (63 Stat. 387), as amended, and in accordance with the rules and regulations of the Department of the Interior, for the transfer of the following property which has been declared surplus by the General Services Administration and is subject to assignment to the Secretary of the Interior for disposal for public park or recreation purposes:

**1. NAME AND LOCATION OF PROPERTY BEING REQUESTED:**

A portion of the Presidio of Monterey Annex (FT. Ord Excess Property II) that includes buildings #4419, 4420, 4421, 4423, 4460, and a portion of the adjacent land.

**2. GSA CONTROL NUMBER OF THE SUBJECT PROPERTY: Not Applicable**

**3. ACREAGE OF THE TOTAL PROPERTY OR PORTION THEREOF BEING REQUESTED UNDER THIS APPLICATION FOR PARK AND RECREATION PURPOSES ONLY:**

Approximately 4.6+ acres.

The property is more fully described in **Part B** of this application, attached hereto and made a part thereof.

Enclosed herewith as **Part C** of the application is a resolution or certified statement showing the authority of the undersigned to execute this application and to do all other acts necessary to consummate the transaction.

The undersigned agrees that this application is made subject to the following terms and conditions:

1. This application and its acceptance by the Department of the Interior shall constitute the entire agreement between the Applicant and the Department of the Interior, unless modified in writing signed by both parties.
2. The descriptions of the property set forth above are believed to be correct, but any error or omission shall not constitute ground or reason for non-performance of the agreement resulting from the acceptance of this application.
3. It is understood that the property is to be conveyed "as is" and "where is" without representation, warranty, or guaranty as to quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose intended and no claim for any adjustment upon such grounds will be considered after this application has been accepted.
4. The Applicant agrees to assume possession of the property within 15 days of any written request given by the Department of the Interior after the property has been assigned to the Department of the Interior by the General Services Administration. Should the Applicant fail to take actual possession within such period, it shall nonetheless be charged with constructive possession commencing at 12:01 A.M., local time, of the 16th day after such request by the Department of the Interior. The word "possession" shall mean either actual physical possession or constructive possession.
5. At the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the Applicant shall assume responsibility for any general and special real and personal property taxes, which may have been or may be assessed on the property, and to prorate sums paid, or due to be paid, by the Federal Government in lieu of taxes.
6. At the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the Applicant shall assume responsibility for care and handling and all risks of loss or damage to the property, and have all obligations and liabilities of ownership.
7. The Applicant shall on a mutually agreeable date not later than 30 days after the property has been assigned to the Department of the Interior, or such longer period as may be agreed upon in writing, tender to the Department of the Interior the purchase price, if a purchase price is due.

8. Conveyance of the property shall be accomplished by an instrument, or instruments, in form satisfactory to the Department of the Interior without warranty, express or implied, and shall contain reservations, restrictions, and conditions substantially as follows:

- A. That the Grantee shall forever use the property in accordance with its application and the approved Program of Utilization included in Part B of this application.
- B. That the Grantee shall, within six months of the date of the signing of the Deed of Conveyance, erect and maintain a sign or marker near the point or principal access to the conveyed area indicating that: the property is a park or recreation area; has been acquired from the Federal Government for such use; is or will be made available for use by the general public.
- C. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved program mentioned under the above Item A through concession agreements entered into with third parties, provided the prior concurrence of the Secretary of the Interior is obtained in writing to such agreements.
- D. The Grantee shall prepare biennial reports setting forth the use made of the property during the preceding two-year period and submit it to the appropriate Regional Office of the National Park Service (whose return address appears on the transmittal letter to you) for ten consecutive reports, and as further determined by the Secretary of the Interior.
- E. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title, and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.
- F. The Federal Government shall have the right to reserve all oil, gas, and mineral rights.
- G. Title to the property transferred shall revert to the United States at its option in the event of non-compliance with any of the terms and conditions of disposal.

9. The Program of Utilization included in Part B of the application may be amended at the request of either the Applicant or the Federal Government with the written concurrence of the other party. Such amendments will be added to and become a part of the original application and shall be consistent with purposes for which the property was transferred. The Applicant further agrees to furnish such data, maps, reports, and information as may be needed by the National Park Service.
10. Any title evidence which may be desired by the Applicant will be procured by the Applicant at its sole costs and expense. The Federal Government will, however, cooperate with the Applicant or its authorized agent in this connection and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgements in condemnation proceedings, or other documents relating to the title of the premises and property involved as it may have available. It is understood that the Federal Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.
11. The Applicant shall pay all taxes imposed on this transaction and shall obtain at its own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by federal and local law. All instruments of conveyance and security documents shall be recorded within 30 days of their receipt in the manner prescribed by local recording statutes at the Applicant's expense.
12. "Assurance of Compliance with the Department of the Interior Regulations under Title VI of the Civil Rights Act of 1964:"

The following agreement is made by the Applicant in consideration of and for the purpose of obtaining the transfer of any or all property covered by this application and the Applicant recognizes and agrees that any such transfer will be made by the United States in reliance on said agreement.

The Applicant agrees that (1) the program for or in connection with which any property covered by this application as transferred to the Applicant will be conducted in compliance with, and the Applicant will comply with and require any other person (any legal entity) who through contractual or other arrangements with the Applicant is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the Department of the Interior (43 CFR Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this agreement shall be

subject in all respects to the provisions of said regulations; (3) the Applicant will promptly take and continue to take such action as may be necessary to effectuate this agreement; (4) the United States shall have the right to seek judicial enforcement of this agreement; and (5) this agreement shall be binding upon the successors and assigns of the Applicant.

13. " The applicant agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718) the Architectural Barriers Act of 1968 as amended by Public Law 91-205 of 1970 (84 Stat. 49) to assure that development of facilities on conveyed surplus properties for public park and recreation purposes are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, The Rehabilitation Act of 1973 (87 Stat. 394) that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

It is agreed that the instrument effecting the transfer to the Applicant of any property covered by this application will contain provisions satisfactory to the United States, incorporating the substance of the foregoing agreement such provisions to consist of (a) a condition, coupled with a right reserved to the United States to cause the property to revert to the United States in the event of any breach of such condition and (b) a covenant running with the land.

Patricia J. Megason  
(Signature)  
Director  
(Title)

12/29/98  
(Date)

P.O. Box 942896, Sacramento, CA 94296  
(Address of Applicant)

ACCEPTANCE BY THE GOVERNMENT

Accepted by and on behalf of the United States of America this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_.

U. S. DEPARTMENT OF THE INTERIOR

By \_\_\_\_\_



**APPLICATION FOR FEDERAL SURPLUS PROPERTY  
FOR PUBLIC PARK OR RECREATION PURPOSES**

Part B:

**1. DESCRIPTION OF PROPERTY:**

**A. LEGAL SURVEY DESCRIPTION:**

See **Attachment #2B** for a draft survey description of the requested parcel of property. This document is currently being filed as the legal survey description.

**B. PLOT MAP:**

The requested parcel of property comprises a portion of the Presidio of Monterey Annex (Ft. Ord Excess Property II). **Attachments # 1A & 1B** show the relationship of the requested parcel (Buildings #4419, 4420, 4421, 4423, 4460, and a portion of the adjacent land) to the surrounding area in Monterey County (#1A) and to the Excess Property II boundaries (#1B).

**Attachment #2A** shows the boundary of the requested parcel along with existing buildings and roads within the parcel. This map is a reduced copy of the survey completed 6-23-98 which is being filed as the legal survey.

**C. PHYSICAL DESCRIPTION:**

The requested parcel is approximately 4.6+ acres of slightly sloping land (from North to South) with some landscaping of trees, grass and shrubs along 6th Ave. and Colonel Durham Rd. in front of buildings 4420, 4421, and 4423. There are two large areas of A.C. pavement previously used for parking, one area is immediately south of buildings 4419 and 4421, and the other paved area is located directly south of and behind building 4423, and west of building 4420 and north of building 4419. There are two large butane tanks located at the southern edge of the requested parcel; these are designated as building 4460. There are public access roads on the North, South and East boundaries and a 15 ft. access and egress easement on the West boundary.

**D. PARCEL PHOTOGRAPHS:**

**Attachment #3** contains photographs of Buildings #4423, 4420, 4421, 4419, 4460 (Butane Tanks), and the pavement areas and surrounding landscaping.

**E. HISTORIC CLASSIFICATION:**

There is no indication that this parcel is on, nominated to, or eligible for nomination to the National Register of Historic Places.

**2. CURRENT AND FUTURE NEED FOR THE PROPERTY:**

The requested surplus property at the Presidio of Monterey (POM) Annex will be converted into use as a hostel and environmental learning center complex to be operated by the Central California Council of Hostelling International - American Youth Hostels (CCC/AYH) on a concession basis.

A market study completed by HI-AYH in January 1996 and updated in 1999 concluded that there is an existing demand by domestic and international visitors, as well as educational groups, for hostel accommodations of 160 beds in the Monterey area. CCC/AYH is currently negotiating for the purchase/lease of a building in Monterey that will be remodeled into a 45

## **APPLICATION FOR FEDERAL SURPLUS PROPERTY**

bed hostel. The development of a 120 bed hostel at the former Fort Ord property would compliment the other proposed hostel and would satisfy the demand for hostel accommodations in the Monterey area.

A network of hostels providing a total of 160 beds for the Monterey area is consistent with the Department of Parks & Recreation Coast Hostel Facilities Plan of 1978. All of the hostels developed as a result of the pilot projects of this plan have proved successful. The Pigeon Pt. Lighthouse and Montara Pt. Lighthouse complexes are hostels developed under this plan over 14 years ago. In 1976 the total hostel overnights for all of California was 17,895; twenty years later in 1997 the combined overnights for the two lighthouse hostels alone was 21,810 and the 1997 total overnights for all of California HI-AYH hostels was over 260,000.

The California State Coastal Conservancy supports the development of hostels in their master plan to meet the need for providing affordable access to the California coast. They have targeted the Monterey Peninsula as one of the highest priority locations for the development of a hostel to meet this need.

The Lighthouse hostels and other northern California hostels have implemented environmental education programs that are utilized by schools for group field trips. These programs are promoted at schools throughout northern California with a special emphasis on schools with economically disadvantaged students. The Monterey Bay Aquarium is a popular destination for school groups and an affordable overnight stay at an environmental learning center hostel could enhance their experience of the Aquarium by allowing them more time for the tour and by complementing the Aquarium tour with hands on environmental projects.

The requested buildings would meet this need of budget accommodations and environmental education with a supervised facility of overnight bunkrooms, self-serve kitchen and dining facilities, common areas, recreation rooms and classrooms. The outside areas would be used for solar and wind energy demonstrations, gardening projects, composting demonstrations, outdoor recreation, and future expansion.

### **3. SUITABILITY OF PROPERTY:**

It is important that hostels be easily accessible by bicycle, public transportation, and by automobile or bus. This property meets that criteria by being within 1.5 miles from the major north-south coastal Highway 1 and on the projected metropolitan bus route between the City of Monterey and the California State University at Monterey Bay (CSUMB). There is existing paved parking space for at least 50 vehicles and although the buildings are not currently wheelchair accessible, they will be remodeled for accessibility.

The approximate 14,000 net square feet of existing building space is of sufficient size for a hostel of 120 beds. The approximate 2 acre paved area south of the buildings will allow the development of demonstration solar and wind energy projects, gardening and composting projects, and outdoor recreational activities. The current available building square footage combined with the portions of the paved area offers the potential for future expansion.

## APPLICATION FOR FEDERAL SURPLUS PROPERTY

The property is within walking distance of CSUMB and the hostel programs can conveniently utilize university students for volunteers, interns, and docents. The property is also adjacent to a City of Seaside outdoor recreation area for public use

### **4. CAPABILITY OF HI-AYH:**

The California State Parks & Recreation Department is sponsoring CCC/HI-AYH as the developer and operator of the requested property for use as a hostel and environmental learning center. There are over 150 HI-AYH licensed hostels in the United States and currently 24 are in the State of California and 7 of those are within the Central California region. In addition to its own expertise in hostel development and operation, CCC/HI-AYH can also draw on the Golden Gate Council of HI-AYH experience with the Pigeon Pt. Lighthouse Hostel and the Montara Pt. Lighthouse Hostel both of which are operating successfully under a concession agreement with the California State Parks & Recreation Department.

Based on the market study for hostelling in the Monterey area and the proven track record of HI-AYH to successfully operate hostels, this proposed hostel, once open, will become financially self sustaining from the income derived from a modest overnight fee of \$15 to \$20 per person with discounts for youth. See **attachment #4A and #4B** for the proposed operating budgets for Phase II and IV respectively. The occupancy rates in these budgets are based on the Monterey area market study and the yearly occupancy rates experienced at the two north coast Lighthouse Hostels, the Monterey Hostel, and the Santa Cruz Hostel over the past several years.

The development budget for **Phases I & II** is estimated at \$278,000 with a total development cost through **Phase IV** projected at \$1,242,000 over a period of eight years. Phase II includes remodeling building 4420 by adding wheelchair accessibility, bathroom and kitchen facilities and sleeping accommodations for up to 30 hostellers; staff quarters, and office space. (see **attachment #2C**). The CCC/AYH will fund Phases I & II from its hostel development savings account and Fundraisers, grants and donations, State Coastal Commission mitigation funds, and donated time & materials. **Phase III** will include a pilot environmental classroom program for small groups and a Council office and classrooms in building 4421. It will also include environmental projects utilizing the adjacent paved area south of the buildings and remodeling of building #4419 for additional workshop and classroom space, as well as a travel store (see **attachment #2C**). **Phase IV** will include expanding the hostel facilities by remodeling building 4423 to accommodate up to 90 additional guests, including additional office space; staff quarters; kitchen, dining, and common space. Phases III & IV will be funded with a combination of grants, hostel operating income, fundraisers, income from the hostel programs, and donated time & materials. See **attachment #5** for the proposed project development schedule and costs for all four phases.

A paid staff of three full-time and 4 part-time will be employed for hostel operations and programming. Volunteers from CSUMB and the City of Seaside as well as other surrounding communities will be recruited as docents for programs, hosts for the hostellers, and for general help in the operation of the hostel.

## **APPLICATION FOR FEDERAL SURPLUS PROPERTY**

### **5. PROGRAM OF UTILIZATION:**

The State of California Department of Parks and Recreation wishes to sponsor the CCC/HI-AYH in the establishment of an HI-AYH hostel learning center on the 4.6+ acre surplus property parcel. This hostel will include overnight facilities, educational, environmental, and recreational programs for the independent traveler, for groups including schools, scouts, inner city youth, and non-profit organizations such as Elderhostel. The hostel will become a resource center for the surrounding communities, including Seaside and CSUMB in environmental and travel information, cultural exchange, languages, and volunteer opportunities.

#### **HOSTEL PROGRAM:**

The four buildings #4419, 4420, 4421, 4423 will form the nucleus of the Hostel complex. The largest building #4423, with approximately 8,200 net square ft., will be remodeled in phase IV to provide the main facilities for the hostel including: reception area, registration and office, bunk rooms, family rooms, self-service kitchen and dining facilities, accessible bathrooms and showers, recreation room, library room, staff quarters, meeting room space, bicycle storage and repair facility. Activities within this building and buildings #4421 and #4419 will include programs to encourage cultural exchange between the visitors, travel videos, storytelling, group sing-alongs, short classroom programs in languages, the environment, bicycle repair, and interesting things to do in the surrounding area.

Building #4420 will be remodeled in phase II to provide a small apartment for the hostel manager and initially to accommodate up to 30 hostellers with kitchen, dining, and bathroom facilities.

Building #4419 will be remodeled into a group meeting space, classrooms, travel store and a Council office. The area to the north of building #4419 will be landscaped for use as an outdoor dining area and a gathering space for groups.

Existing parking space to the south of building #4423 can accommodate 20 vehicles and the parking space south of buildings #4421 and #4419 can accommodate another 40 vehicles which is more than is needed for the proposed hostel.

#### **OVERNIGHT ACCOMMODATIONS:**

The second phase of remodeling will accommodate up to 30 guests in building #4420 along with a staff studio apartment. The fourth phase will provide additional overnight accommodations for up to 90 guests and 2 staff apartments in building 4423. Bunkrooms will be designed to sleep 4 to 8 guests each with at least 30 square feet of space per guest. Several of the bunkrooms will be designed to accommodate families of up to four.

#### **KITCHEN & DINING FACILITIES:**

This hostel will continue the tradition of offering a self-service kitchen for guests to prepare their own meals. There will be kitchens and dining areas in two or three buildings designed to accommodate 40 guests at any given time while self service meals are prepared in 1 or 2 shifts. The indoor dining facilities will accommodate at least 45 guests each while the outdoor dining should accommodate up to 40 guests.

## **APPLICATION FOR FEDERAL SURPLUS PROPERTY**

### **RECREATION AREAS:**

Indoors, the combination recreation room & classrooms will be designed to accommodate approximately 60 guests. A variety of board games and playing cards will be available, as well as a ping pong table.

Outdoor recreation will be encouraged with a display of hiking trails, inexpensive bike rentals, and docent led historic and environmental walks. A volleyball court, multi-purpose courts, and a softball field are located in the future Seaside city park adjacent to the hostel and outdoor activities for hostel guests at the park will be coordinated with the Seaside Parks & Recreation Dept.

### **ENVIRONMENTAL CENTER:**

In Phase III, offices in remodeled building 4421 can be used for classrooms and workshops for environmental projects demonstrating how to harness solar and wind energy. Also in phase III, building #4419 will be remodeled into additional meeting and lecture space for large groups. There will be multi-media computers and other visual aids available for demonstration and instruction.

The outdoor area south of the buildings will contain working models of solar and wind energy projects complementing the classroom instruction. This area will also be landscaped for demonstration vegetable and flower gardens along with a demonstration of methods of composting.

### **UTILITIES:**

Existing water and utility lines will be used wherever possible and new lines installed where needed.

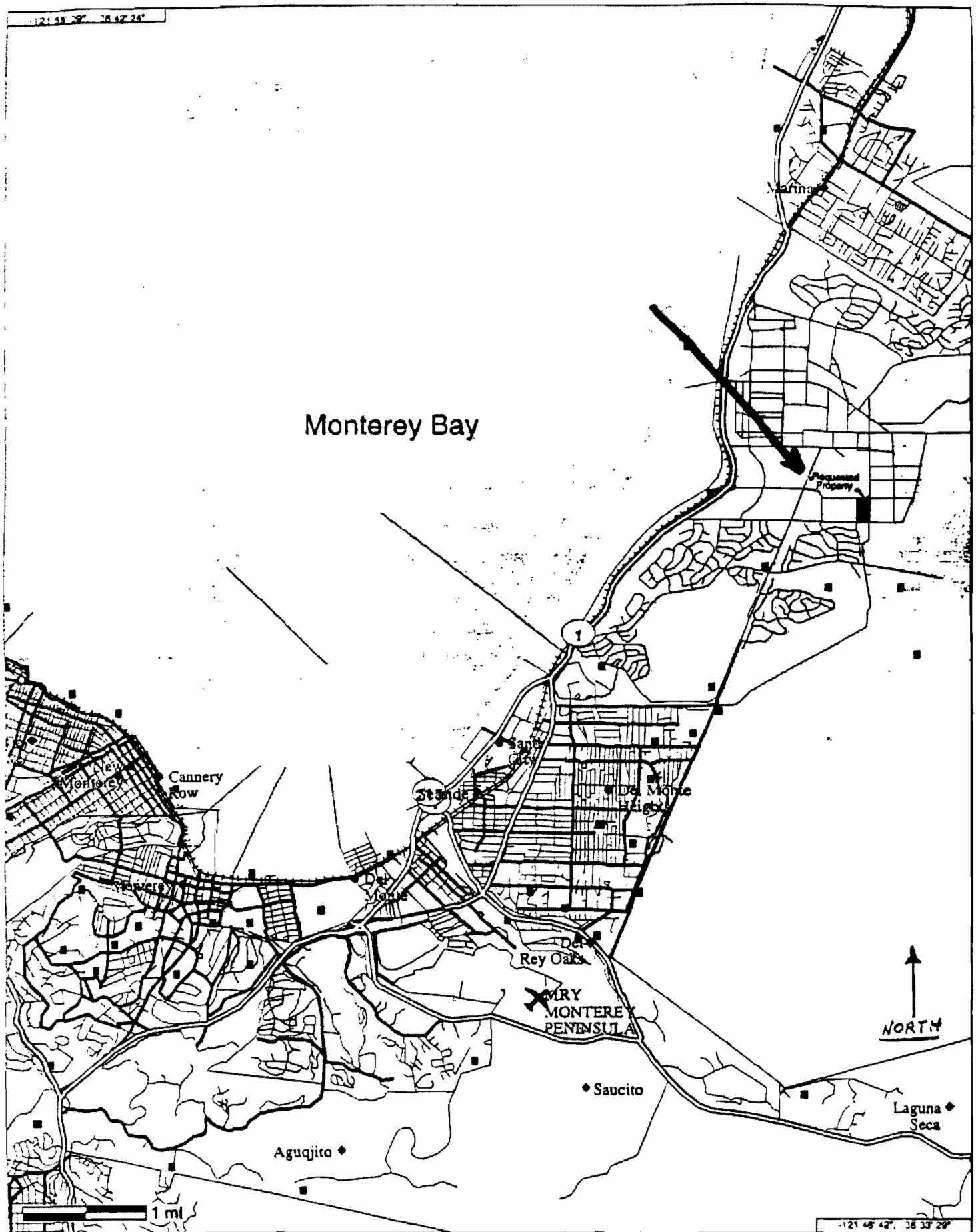
**APPLICATION FOR FEDERAL SURPLUS PROPERTY  
FOR PUBLIC PARK OR RECREATION PURPOSES**

**PART C**

**Proof of Authority**

The Director of the State of California Department of Parks and Recreation has the authority to accept title to the subject lands in accordance with the California Public Resources Code, Section 5006, (a), as follows:

**5006a. Acquisition of property by Department; State Park System.** The department with the consent of the Department of Finance, and subject to Section 15853 of the Government code, may acquire title to or any interest in real and personal property which the Department deems necessary or proper for the extension, improvement, or development of the State Park System.

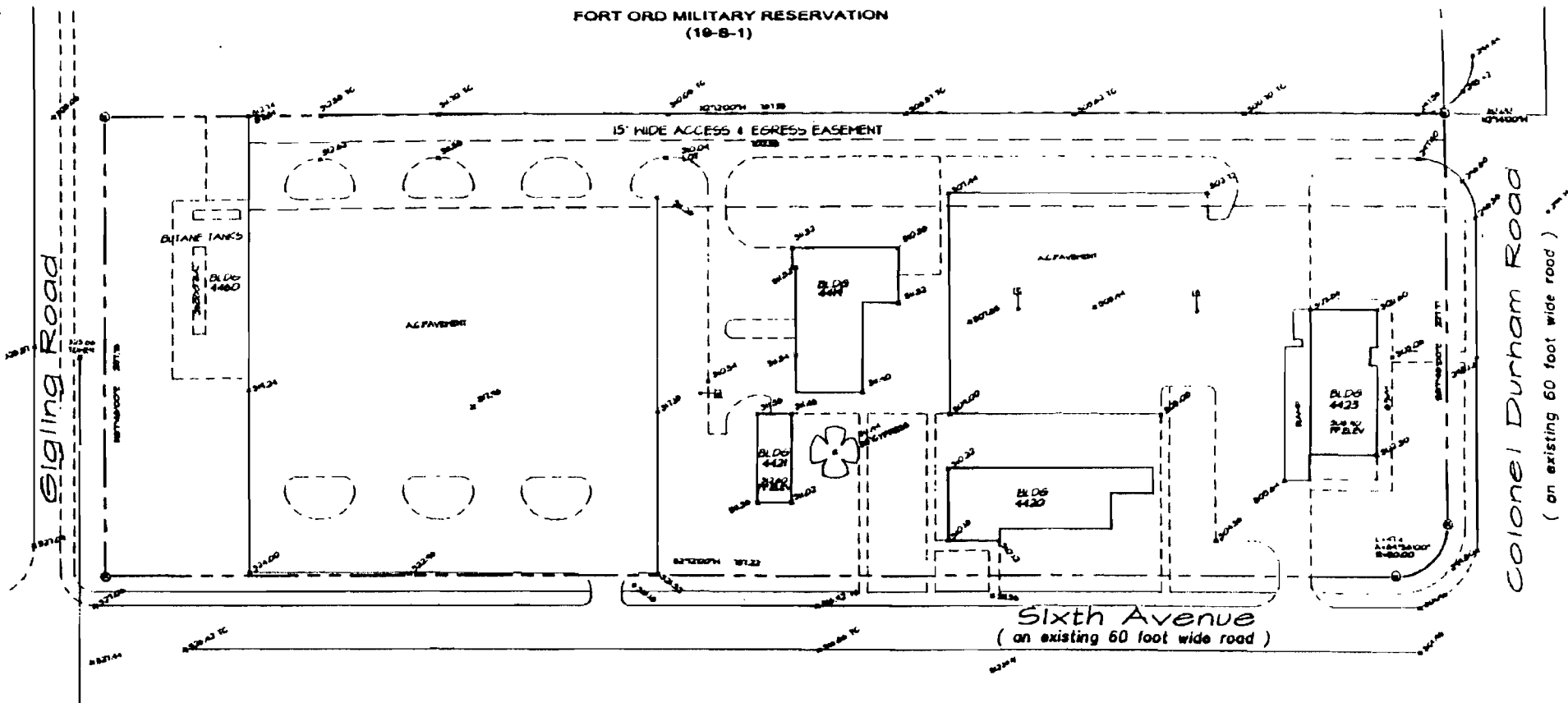








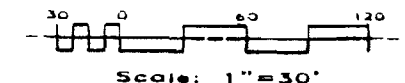
FORT ORD MILITARY RESERVATION  
(19-8-1)



ATTACHMENT #2A

Notes

1. Datum is USGS (National Geodetic Vertical Datum of 1929).
2. Base of Bearings: The bearing of S 87°40'00" is shown on the map recorded in Volume 20 of Survey of page 11, as found maintained, was taken as base of bearings shown upon this map.
3. Location of structures utility lines taken from utility company diagrams and other sources deemed reliable. Verify locations in the field by contacting U.S.A. prior to any excavation work.
4. Lines represented on — — — are derived from aerial survey and do not necessarily correspond to locations of points stated or surveyed in this limited topographic survey.



|                                                                                                                                                                                      |               |                                                                                                                               |   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------|---|
| <b>MCS</b>                                                                                                                                                                           |               | MONTEREY COUNTY SURVEYORS, INC.<br>235 Seaside Street, Seaside, California 94061<br>424-1884 • 424-0981 • www.MCSurveyors.com |   |
| Limited Topographic Survey                                                                                                                                                           |               |                                                                                                                               |   |
| If this station is 624 sq. ft. of land requested for appropriation under the Blaney Act, located on the Fort Ord Military Reservation, Monterey City, Santa Cruz County, California. |               |                                                                                                                               |   |
| MADE FOR                                                                                                                                                                             |               | American Youth Hostels, Inc.                                                                                                  |   |
| SCALE 1"=30'                                                                                                                                                                         | JOB NO. 18788 | DATE 08-23-88                                                                                                                 |   |
| SHEET                                                                                                                                                                                |               | OF                                                                                                                            | 1 |

**ATTACHMENT #2B**

4.654 ac., Col. Durham Rd., Seaside (Ft. Ord)

**AMERICAN YOUTH HOSTELS, INC.**

**THE UNITED STATES OF AMERICA, To:**

CERTAIN REAL PROPERTY SITUATE in the Monterey City Lands Tract No. 1 and the City of Seaside, Monterey County, California, and being a portion of the lands formerly known as the Fort Ord Military Reservation, more particularly described as follows:

Beginning at a point which bears South 87°46'00" East 251.27 feet and South 2°14'00" West, 60.00 feet from the southeast corner of Parcel 1 as shown on map recorded in Volume 20 of Surveys at page 71, records of said county; thence

1. South 87°46'00" East 227.77 feet; thence
2. Along the arc of a tangent curve to the right with a radius of 30.00 feet, through a central angle of 89°58'00", for an arc distance of 47.11 feet; thence
3. South 2°12'00" West 757.22 feet; thence
4. North 87°48'00" West 257.75 feet; thence
5. North 2°12'00" East 787.35 feet to said point of beginning.

Containing 4.654 acres, more or less.

Courses all true.

This description was prepared under my direction.

---

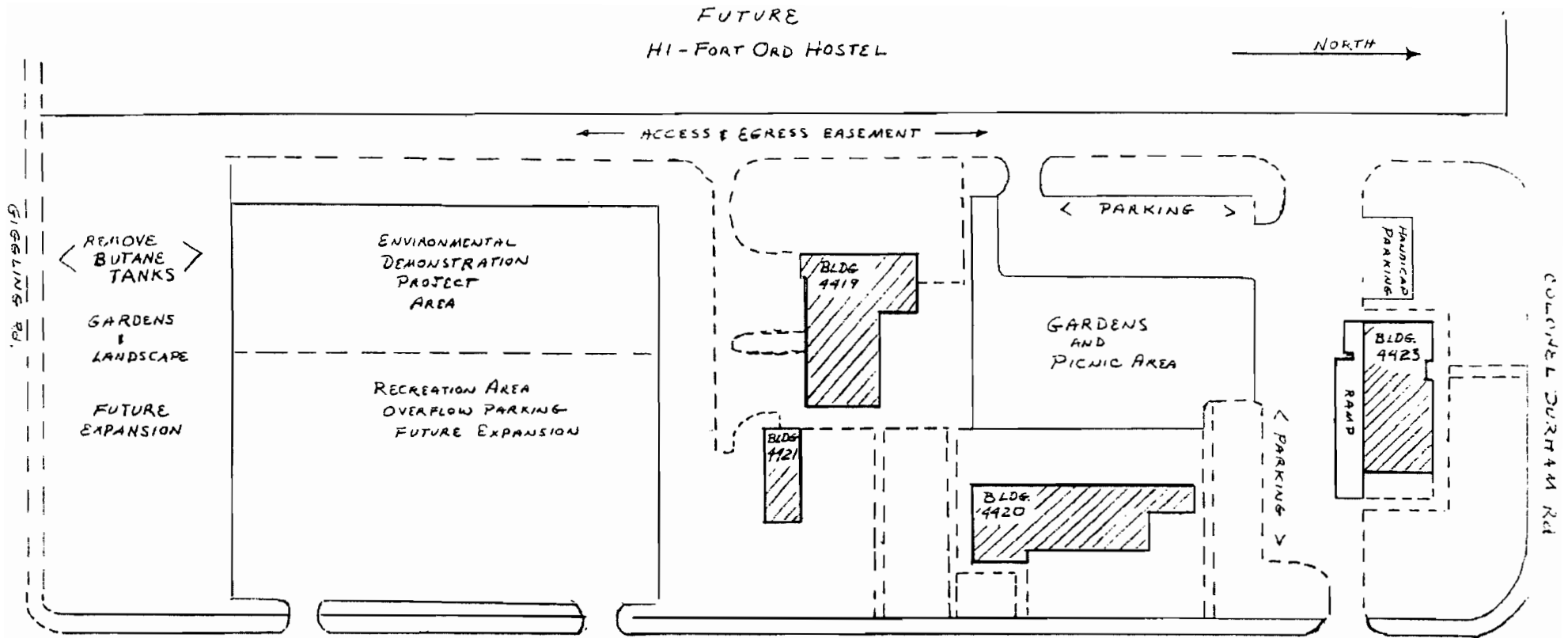
Daryl P. Whitcher

PLS 5992

MCS, Inc.  
6/22/98

AYHord.ld

**DRAFT**



← 6th Avenue →

**PHASE I: Bldg# 4420**

Caretaker Apartment  
1/2 bath  
1 Shower  
1 Kitchen / Dining  
1 Clotheswasher

**PHASE II: #4420 Remodel**

30 Hostel Beds  
Registration/Office  
2 Staff Apartments  
1 Self-Serve Kitchenette  
Dining & Common Space  
4 x 1/2 Baths  
3 Showers  
1 Dishwasher  
2 Clotheswashers  
1 Utility Sink  
ADA Accessible

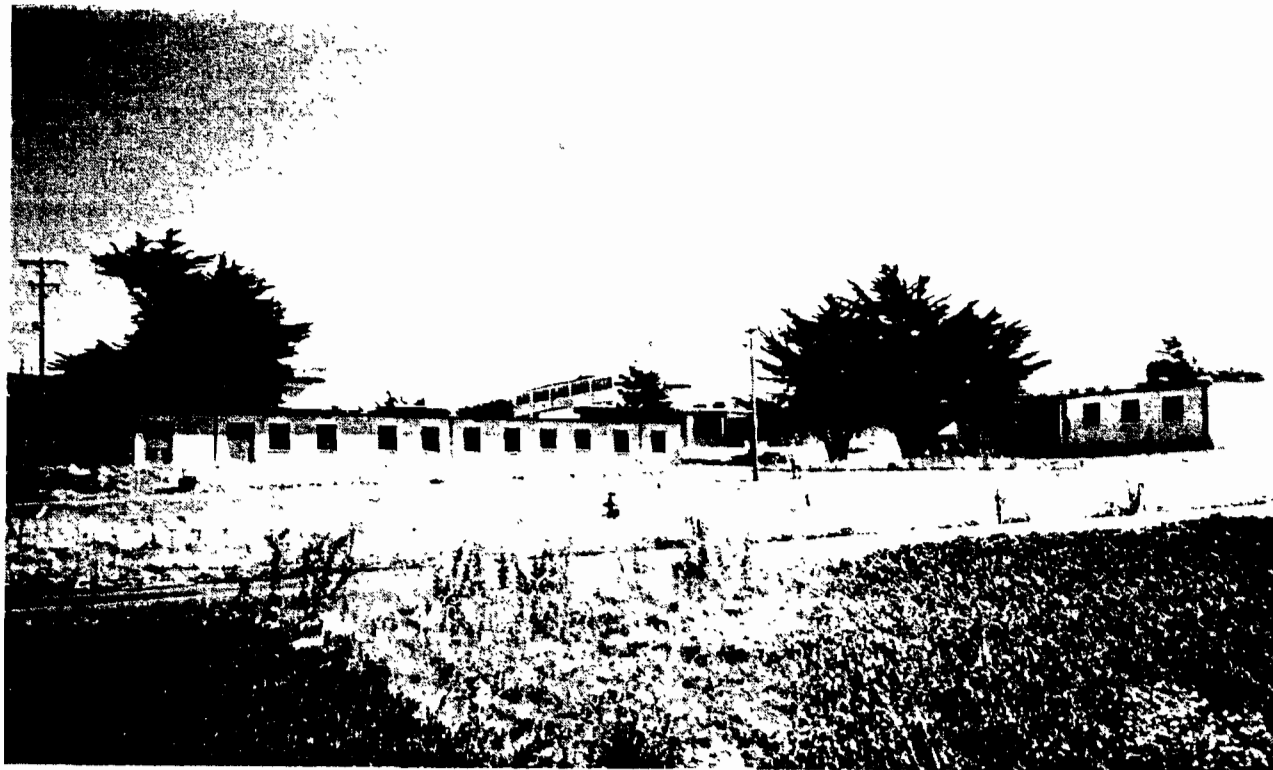
**PHASE III: Bldg# 4419 & 4421**

Mini Conference Center  
Travel Retail Store  
Office  
Meeting Space  
Classrooms  
1 Self-Serve Kitchen  
Dining & Common Space  
3 x 1/2 Baths  
2 Dishwashers  
2 Clotheswashers  
1 Utility Sink  
ADA Accessible

**PHASE IV: Bldg# 4423**

90 Hostel Beds  
Registration/Office  
2 Staff Apartments  
1 Self-Serve Kitchenette  
Dining & Common Space  
9 x 1/2 Baths  
9 Showers  
1 Dishwasher  
2 Clotheswashers  
1 Utility Sink  
1st Floor ADA Accessible

ATTACHMENT 2C  
Site Development Plan



Bldg. #4420 (Center)  
#4419 (Right)

View looking SE from Colonel Durham Rd.  
Bldg. #4423 (Foreground)  
#4420 (Center)  
#4419 (Rear - Right)

ATTACHMENT #3A

**Central California Council of HI-AYH**  
**Proposed HI - Fort Ord Hostel**  
**Projected Budget After Phase II**

**ATTACHMENT 4A**

Revision: 10-Sep-04

**INCOME:**

ACCOMODATION REVENUE: Overnight(O/N) Fees= (\$18 Adult, \$12 Age 7 to 17, \$9.00 Age less than 7)  
**# Beds = 30                      Avg. O/N Fee = \$17.00**

| Dates Open            | # Days | % Occupancy | # Overnights(O/N) | Income(O/N\$)   |
|-----------------------|--------|-------------|-------------------|-----------------|
| 6/1/2009 - 9/30/2009  | 122    | 70%         | 2,562             | \$43,554        |
| 10/1/2009 - 5/31/2010 | 243    | 35%         | 2,552             | \$43,384        |
|                       |        | <b>47%</b>  | <b>5,114</b>      | <b>\$86,938</b> |

**SALES/RENTALS**

|                                                     |                |
|-----------------------------------------------------|----------------|
| * Linen / Towel Rentals                             | \$153          |
| * Pay Phone & Phone Cards                           | \$511          |
| * Net U.S. Membership Passes                        | \$256          |
| * Net Int'l Membership Passes                       | \$1,023        |
| Net Eurail/Britrail Passes                          | \$200          |
| * Net Books & Merchandise                           | \$205          |
|                                                     | <b>\$2,348</b> |
| * OTHER (Interest, Donations, Activities, & Events) | <b>\$1,011</b> |

**TOTAL INCOME**

**\$90,297**

**EXPENSES:**

**HOSTEL OPERATIONS:** (Overflow and by Group Reservation only)

**PAYROLL:**

|                                                                      |                        |                             |                 |
|----------------------------------------------------------------------|------------------------|-----------------------------|-----------------|
| 1 Hostel Manager (40hrs/wk)                                          | Lodging/Mnth= \$300    | Salary/Mnth= <b>\$1,400</b> | \$16,800        |
| 1 Asst. Manager (20hrs/wk)                                           | Onsite Lodging \$300   | Salary/Mnth= <b>\$700</b>   | \$8,400         |
| 0 Summer Help (15hrs/wk)                                             | 3 Mnths+Lodging= \$200 | Salary/Mnth= <b>\$300</b>   | \$0             |
| Vacation Replacements                                                |                        |                             | \$969           |
| Payroll Taxes / Workers Comp. (Lodging x17%, Salary x 25% estimates) |                        |                             | \$7,766         |
| <b>Total Payroll Expense</b>                                         |                        |                             | <b>\$33,936</b> |

**OPERATING EXPENSES:**

|                                                                                   |                 |
|-----------------------------------------------------------------------------------|-----------------|
| Advertising & Promotion                                                           | \$1,200         |
| * Fees (AYH & Bank): (\$5/Bed/Year)+(3.5% of O/N\$)+(CCC \$.25 per O/N)+Bank Fees | \$4,521         |
| Furnishings & Equipment (Included in Replacement Reserves)                        |                 |
| Rent                                                                              | \$1             |
| Volunteer/Club Development & Hospitality                                          | \$1,900         |
| * Insurance (AYH & Property): (Liability=.26 per O/N, Property=1000)              | \$2,330         |
| * Maintenance & Repairs (3% of O/N\$)                                             | \$2,608         |
| * Miscellaneous                                                                   | \$358           |
| * Printing & Postage                                                              | \$511           |
| Professional Services (Bookkeeping, Payroll, Gardening, Legal, ...)               | \$2,000         |
| * Community Programmming (Activities)                                             | \$1,023         |
| * Disposable Supplies (Hostel Operation)                                          | \$3,836         |
| * Supplies (Office)                                                               | \$409           |
| * Telephone / Internet Access                                                     | \$1,505         |
| * Training, Retreats, & Meetings                                                  | \$1,134         |
| Transportation                                                                    | \$500           |
| * Utilities                                                                       | \$4,301         |
|                                                                                   | <b>\$28,137</b> |
|                                                                                   | <b>\$62,072</b> |

**OVERSIGHT COMMITTEE EXPENSES**

**\$1,200**

**CAPITAL IMPROVEMENTS** (Building Upgrades, Replacement Reserves, & Major Repairs)

**\$2,000**

**TOTAL EXPENSES**

**\$65,272**

**NET EARNINGS (LOSS) {Available for Loan Repayment}**

**\$25,025**

\* Items based on a percentage of Overnight Usage (O/N) & Overnight Income (O/N\$).

FO\_B30P50V04

**Central California Council of HI-AYH**  
**Proposed HI - Fort Ord Hostel**  
**Projected Budget After Phase IV**

**ATTACHMENT 4B**

Revision: 11-Sep-04

**INCOME:**

ACCOMODATION REVENUE: Overnight(O/N) Fees= (\$18 Adult, \$12 Age 7 to 17, \$9.00 Age less than 7)

|                       |            |                               |             |                   |                  |
|-----------------------|------------|-------------------------------|-------------|-------------------|------------------|
| <b># Beds =</b>       | <b>120</b> | <b>Avg. O/N Fee = \$16.50</b> |             |                   |                  |
| Dates Open            |            | # Days                        | % Occupancy | # Overnights(O/N) | Income(O/N\$)    |
| 6/1/2014 - 9/30/2014  |            | 122                           | 40%         | 5,856             | \$96,624         |
| 10/1/2014 - 5/31/2015 |            | 243                           | 18%         | 5,249             | \$86,609         |
|                       |            |                               | <b>25%</b>  | <b>11,105</b>     | <b>\$183,233</b> |

**SALES/RENTALS**

|                                                     |                 |
|-----------------------------------------------------|-----------------|
| * Group Day Use Rental                              | \$4,800         |
| * Linen / Towel Rentals                             | \$333           |
| * Pay Phone/Phone Cards/Internet                    | \$3,221         |
| * Net U.S. Membership Passes                        | \$555           |
| * Net Int'l Welcome Stamps                          | \$2,221         |
| Net Eurail/Britrail Passes                          | \$200           |
| * Net Books & Merchandise                           | \$1,333         |
|                                                     | <b>\$12,663</b> |
| * OTHER (Interest, Donations, Activities, & Events) | <b>\$1,611</b>  |

**TOTAL INCOME**

**\$197,506**

**EXPENSES:**

HOSTEL OPERATIONS: (Overflow and Group Reservation Only)

**PAYROLL:**

|   |                                                                      |                        |                             |                 |
|---|----------------------------------------------------------------------|------------------------|-----------------------------|-----------------|
| 1 | Hostel Manager (40hrs/wk)                                            | Lodging/Mnth= \$400    | Salary/Mnth= <b>\$1,680</b> | \$20,160        |
| 3 | Asst. Staff (25hrs/wk)                                               | Lodging/Mnth= \$400    | Salary/Mnth= <b>\$683</b>   | \$24,600        |
| 0 | Summer Help (15hrs/wk)                                               | 4 Mnths+Lodging= \$300 | Salary/Mnth= <b>\$220</b>   | \$0             |
| 2 | Cleaners (10hrs/wk)                                                  | 12 Mnths(No lodge)     | Salary/Mnth= <b>\$390</b>   | \$9,360         |
|   | Vacation Replacements                                                |                        |                             | \$1,722         |
|   | Payroll Taxes / Workers Comp. (Lodging x17%, Salary x 25% estimates) |                        |                             | \$32,476        |
|   | <b>Total Payroll Expense</b>                                         |                        |                             | <b>\$88,318</b> |

**OPERATING EXPENSES:**

|                                                                                   |                  |
|-----------------------------------------------------------------------------------|------------------|
| Advertising & Promotion                                                           | \$1,200          |
| * Fees (AYH & Bank): (\$5/Bed/Year)+(3.5% of O/N\$)+(CCC \$.25 per O/N)+Bank Fees | \$9,839          |
| Furnishings & Equipment (Included in Replacement Reserves)                        |                  |
| Rent                                                                              | \$1              |
| Volunteer/Club Development & Hospitality                                          | \$1,900          |
| * Insurance (AYH & Property): (Liability=.26 per O/N, Property=2000)              | \$4,887          |
| * Maintenance & Repairs (2% of O/N\$)                                             | \$3,665          |
| * Miscellaneous                                                                   | \$777            |
| * Printing & Postage                                                              | \$1,111          |
| Professional Services (Bookkeeping, Payroll, Gardening, Legal, ...)               | \$2,000          |
| * Community Programmimg (Activities)                                              | \$2,221          |
| * Disposable Supplies (Hostel Operation)                                          | \$6,663          |
| * Supplies (Office)                                                               | \$888            |
| * Telephone / Internet Access                                                     | \$1,744          |
| * Training, Retreats, & Meetings                                                  | \$1,790          |
| Transportation                                                                    | \$500            |
| * Utilities                                                                       | \$6,997          |
|                                                                                   | <b>\$46,184</b>  |
|                                                                                   | <b>\$134,502</b> |

OVERSIGHT COMMITTEE EXPENSES **\$1,200**

CAPITAL IMPROVEMENT FUND (Building Upgrades, Replacement Reserves, & Major Repairs) **\$3,000**

**TOTAL EXPENSES**

**\$138,702**

**NET EARNINGS (LOSS) {Available for Loan Repayment}**

**\$58,804**

\* Items based on a percentage of Overnight Usage (O/N) & Overnight Income (O/N\$).

FO\_B120P30V04b

11-Sep-04

**Central California Council of AYH  
Hostel at the Former Fort Ord  
Proposed Development Schedule & Costs**

|                             |                                                                |                    |
|-----------------------------|----------------------------------------------------------------|--------------------|
| <b>PHASE I: 1998-2006</b>   |                                                                | <b>COST</b>        |
| 1998                        | Survey Parcel L37 and Recording Fees                           | \$3,800            |
| 2000                        | Army authorizes caretaker & PG&E for Building# 4420            |                    |
| 2001-2002                   | PG&E Electrical installed to Bldg# 4420                        | \$7,000            |
| 2002                        | Water meter & temporary water to Bldg# 4420                    | \$3,000            |
| 2000-2003                   | Volunteer & In-Kind Services (Trenching, Equip Repair, etc...) | \$4,000            |
| 2000-2003                   | Fees & Professional Help                                       | \$1,200            |
| May-03                      | Caretaker takes residence in house trailer (security)          |                    |
| 2005-2006                   | Caretaker takes residence in Bldg# 4420                        |                    |
| 1998-2006                   | Volunteer Maintenance Help                                     | \$8,000            |
| 2000-2006                   | Bldg# 4420 Maintenance Costs                                   | <u>\$3,000</u>     |
|                             | Subtotal                                                       | <b>\$30,000</b>    |
| <b>PHASE II: 2007-2009</b>  |                                                                |                    |
| 2007                        | Develop Site Master Plan                                       | \$8,000            |
| 2007                        | Develop Remodel Plans for Buildings 4420                       | \$5,000            |
| 2008                        | Fees & Professional Help                                       | \$20,000           |
| 2008-2009                   | Remodel Building #4420                                         | \$150,000          |
| 2008-2009                   | Landscaping (less donated materials and labor)                 | \$10,000           |
| 2007-2009                   | Volunteer & In-Kind Materials and Services                     | \$50,000           |
| 2009                        | 30 bed Overflow Hostel Opens (Furnishings)                     | <u>\$5,000</u>     |
|                             | Subtotal                                                       | <b>\$248,000</b>   |
| <b>PHASE III: 2010-2012</b> |                                                                |                    |
| 2010                        | Develop Remodel Plans for Building #4419, 4421, & 4423         | \$10,000           |
| 2010                        | Develop Environmental Program Curriculum                       | \$3,000            |
| 2010                        | Start Solar, Wind, & Garden Projects                           | \$6,000            |
| 2010-2012                   | Fees & Professional Help                                       | \$20,000           |
| 2011-2012                   | Install Utilities (PG&E and Water) for Bldgs# 4419 & 4421      | \$20,000           |
| 2011-2012                   | Remodel Building #4419 & 4421                                  | \$195,000          |
| 2012                        | Furnishings for #4419 & 4421                                   | \$15,000           |
| 2010-2012                   | Volunteer & In-Kind Materials and Services                     | <u>\$65,000</u>    |
|                             | Subtotal                                                       | <b>\$334,000</b>   |
| <b>PHASE IV: 2013/2014</b>  |                                                                |                    |
| 2013-2014                   | Fees & Professional Help                                       | \$40,000           |
| 2013-2014                   | Install Utilities (PG&E and Water) for Bldg# 4423              | \$30,000           |
| 2013-2014                   | Remodel Building #4423                                         | \$465,000          |
| 2013-2014                   | Landscaping (less donated materials and labor)                 | \$10,000           |
| 2014                        | Furnishings for #4423                                          | \$10,000           |
| 2013-2014                   | Volunteer & In-Kind Materials and Services                     | <u>\$75,000</u>    |
|                             | Subtotal                                                       | <b>\$630,000</b>   |
|                             | <b>TOTAL COST</b>                                              | <b>\$1,242,000</b> |
| <b>FUNDING:</b>             |                                                                |                    |
|                             | CCC/AYH Funds from Income/Fundraisers                          | \$220,000          |
|                             | Projected Grants                                               | \$620,000          |
|                             | Coastal Commission Mitigation Funds                            | \$200,000          |
|                             | Donated Materials & Labor                                      | <u>\$202,000</u>   |
|                             | <b>TOTAL FUNDS</b>                                             | <b>\$1,242,000</b> |

CITY OF SEASIDE  
OFFICIAL BUSINESS

Recording requested by and  
when recorded mail to:

George R. Schlossberg, Esq.  
Kutak Rock LLP  
1101 Connecticut Avenue, NW  
Suite 1000  
Washington, DC 20036

Space Above This Line Reserved for Recorder's Use

1                                   **ASSIGNMENT BY**  
2       **THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION**  
3                                   **TO**  
4                                   **THE CITY OF SEASIDE**  
5       **CONCERNING WATER FOR THE CENTRAL CALIFORNIA COUNCIL**  
6                                   **OF AMERICAN YOUTH HOSTELS**  
7                                   **IN THE CITY OF SEASIDE**

8  
9       This Assignment is made and entered into by and between the CALIFORNIA  
10   DEPARTMENT OF PARKS AND RECREATION ("State Parks") and the CITY OF  
11   SEASIDE ("City") on this 28<sup>th</sup> day of August, 2008 ("Effective Date").

12  
13                                   **WITNESSETH THAT:**

14  
15       **WHEREAS**, State Parks and the City have entered into that certain *Agreement*  
16   *Between the California Department of Parks and Recreation and the City of Seaside*  
17   *Concerning the Fort Ord Dunes State Park Within the City of Seaside*, dated May 9,  
18   2008 ("State Parks Agreement"); and

19  
20       **WHEREAS**, the City, the Central California Council of American Youth Hostels  
21   ("AYH") and the Fort Ord Reuse Authority ("FORA") have entered into that certain *Agreement*  
22   *By and Among the Fort Ord Reuse Authority, the City of Seaside and the Central California*  
23   *Council of American Youth Hostels Concerning Certain Property at the Former Fort Ord,*  
24   *California*, dated May 9, 2008 ("AYH Agreement"); and

25  
26       **WHEREAS**, pursuant to the State Parks Agreement and the AYH Agreement, that  
27   certain property known as the "Youth Hostel Parcel" located on the former Fort Ord in  
28   Monterey County, California, will be conveyed to the City and leased to AYH for operation of



## WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

1 a youth hostel and environmental learning center as described in the application submitted by  
2 State Parks to the Department of the Interior on December 29, 2008 concerning the public  
3 benefit conveyance of the Youth Hostel Parcel (the "Youth Hostel"); and  
4

5 **WHEREAS**, pursuant to the AYH Agreement, the City and AYH have entered that  
6 certain *Lease Agreement By and Between the City of Seaside and the Central California*  
7 *Council of American Youth Hostels for the Lease of Certain City Owned Property for the Use*  
8 *as a Youth Hostel*, dated August 28, 2008 ("AYH Lease"); and  
9

10 **WHEREAS**, FORA has the authority to allocate water on the former Fort Ord to the  
11 various jurisdictions, and that water supply was obtained from the United States Army, and in  
12 turn, is part of the 6,600 acre-feet per year of groundwater, which is addressed in that certain  
13 County Agreement No. A-06404, entered into between the United States Army and the  
14 Monterey County Water Resources Agency, dated September 21, 1993; and  
15

16 **WHEREAS**, FORA has made a 45-acre-foot/year allocation of water to State Parks;  
17 and  
18

19 **WHEREAS**, the operation of a Youth Hostel on the former Fort Ord property would  
20 contribute to the public's access and enjoyment of Fort Ord Dunes State Park; and  
21

22 **WHEREAS**, consistent with the AYH Agreement and the State Parks Agreement,  
23 State Parks desires to provide up to 5.5 acre-feet of State Parks' 45-acre-foot potable water  
24 allocation from FORA to the City for the use by a Youth Hostel in the City; and  
25

26 **WHEREAS**, the City desires to accept State Parks' assignment of 5.5 acre-feet of its  
27 potable water allocation from FORA for the use by a Youth Hostel in the City; and  
28

29 **WHEREAS**, State Parks and the City desire to have written confirmation of State  
30 Parks water assignment in order to facilitate the development of the Youth Hostel in the City.  
31

32 **NOW, THEREFORE**, in consideration of the above recitals and the mutual  
33 promises set forth herein, State Parks and the City agree as follows:  
34

- 35 1. Commencing upon the date of occupation of the Youth Hostel by AYH, as  
36 demonstrated by written notice to State Parks signed by both AYH and the City, State  
37 Parks does hereby assign to the City the right to use up to a maximum of five and a  
38 half (5.5) acre-feet of potable water per year from State Parks' allocation of potable  
39 water from FORA, to be provided to the City to the extent necessary for AYH to  
40 operate the Youth Hostel on the Youth Hostel Parcel or at another location that is  
41 within the boundaries of the City of Seaside. Any water not needed for operation of  
42 the Youth Hostel by AYH shall be retained by or revert back to State Parks.  
43

## WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

2. The City hereby agrees to provide such assigned water solely for use by AYH for the purpose of operating a Youth Hostel on the Youth Hostel Parcel or at another location that is within the boundaries of the City of Seaside.
3. The assignment of potable water by State Parks to the City for purposes of operating the Youth Hostel shall terminate, and State Parks shall not be obligated to provide any water to the City, if any one of the following occurs:
  - a. AYH fails to begin operation of the Youth Hostel on the Youth Hostel Property or at another location within the boundaries of the City of Seaside within five (5) years of the date of execution of this Assignment; or
  - b. After the initial opening, the Youth Hostel is no longer in operation or the Youth Hostel fails to be open to the public for a continuous period longer than one (1) year; or
  - c. The Youth Hostel is owned by any person or persons, organization, corporation, partnership, association or entity other than AYH; or
  - d. FORA reduces or eliminates State Parks' 45-acre-foot-per-year water allocation; or
  - e. The Youth Hostel is located or relocated to any place that is outside the boundaries of the City of Seaside.
4. Water shall be allocated to the City for use either by AYH or the City in accordance with the following terms and conditions:
  - a. If AYH is operating on the Youth Hostel Parcel in accordance with the terms and conditions set forth in the AYH Lease, then State Parks shall provide up to five and one half (5.5) acre feet of potable water per year to the City for use by AYH.
  - b. If AYH is operating in a facility in accordance with the terms and conditions set forth in the AYH Lease that is (a) not on the Youth Hostel Parcel, (b) within the City, and (c) within the former Fort Ord, then State Parks shall provide up to five and one half (5.5) acre feet of potable water per year to the City for use by AYH.
  - c. If AYH is operating in a facility in accordance with the terms and conditions set forth in the AYH Lease that is (a) not on the Youth Hostel Parcel, (b) within the City, and (c) not within the former Fort Ord, then State Parks shall provide up to five and one half (5.5) acre feet of potable water per year to the City for the City's use; provided, however, that the City shall make the same amount of potable water available to AYH for their operations at such facility in the City.

## WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

- d. If AYH is operating in a facility, which is not on the Youth Hostel Parcel, with previously assigned water rights, in accordance with the terms and conditions set forth in the AYH Lease, then State Parks shall not be obligated to provide any potable water to the City for use by AYH.
5. This Assignment shall be governed and interpreted under the laws of the State of California.
6. Both parties shall observe and comply with all applicable federal, state and local laws, regulations and ordinances.
7. The City shall defend, indemnify and hold harmless State Parks, its officers, employees and/or agents from and against any and all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from State Parks' assignment of water to the City or the parties' implementation of this Assignment, except those arising from the sole negligence or willful misconduct of State Parks, its officers, employees and/or agents.
8. No alteration, amendment, variation or waiver of the terms of this Assignment shall be valid unless made in writing and signed by both parties. This Assignment may be terminated by the mutual written agreement of the parties.
9. This Assignment shall be deemed to have been prepared equally by both parties and the Assignment and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.
10. Except as expressly provided for herein, nothing in this Assignment shall be construed as giving either the City or State Parks the right or ability to bind the other or to create any joint liability with regard to, or as a result of, the activities undertaken by each party to implement this Assignment.
11. The City and State Parks are the only parties to this Assignment. This Assignment shall not create any rights in any person, entity or organization not a party hereto; nor may any third party maintain any lawsuit for breach of this Assignment.
12. This Assignment constitutes the entire contract between the City and State Parks regarding the subject matter of this Assignment. Any prior agreements, whether oral or written, between the City and State Parks regarding the subject matter of this Assignment are hereby terminated effective immediately upon full execution of this Assignment; provided, however, that the State Parks Agreement shall remain in effect.

[Signatures on the following pages]

WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

1 IN WITNESS WHEREOF, the City of Seaside, California, intending to be legally  
2 bound hereby, has caused this Assignment to be executed on the Effective Date set forth above.  
3  
4

5 CITY OF SEASIDE, CALIFORNIA  
6

7  
8 By: [Signature]  
9 Ray Corpuz, City Manager  
10  
11

12 State of California )  
13 County of Monterey )  
14

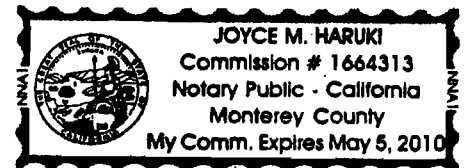
15 On AUGUST 26, 2008 before me,  
16 JOYCE M. HARUKI, Notary Public (here insert name and title of the officer),  
17 personally appeared RAY CORPUZ  
18

19 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
20 subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
21 his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
22 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
23

24 I certify under PENALTY OF PERJURY under the laws of the State of California that the  
25 foregoing paragraph is true and correct.  
26

27 WITNESS my hand and official seal.

28 Signature [Signature] (Seal)  
29



WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

IN WITNESS WHEREOF, the California Department of Parks and Recreation, intending to be legally bound hereby, has caused this Assignment to be executed on the Effective Date set forth above.

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

By: Ruth Coleman  
Ruth Coleman, Director

State of California )  
County of SACRAMENTO )

On MAY 7, 2008 before me,  
SONIA A. WINDTBERG, Notary Public (here insert name and title of the officer),  
personally appeared RUTH COLEMAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sonia A. Windtberg (Seal)



**EXHIBIT E**

**MINIMUM INSURANCE REQUIREMENTS**

## GENERAL LIABILITY

|                      |                                              |                             |  |
|----------------------|----------------------------------------------|-----------------------------|--|
| <b>Policy Number</b> | PGL-1000768                                  |                             |  |
| <b>Policy Term</b>   | March 31, 2008 – March 31, 2009              |                             |  |
| <b>Insurer</b>       | Interstate Fire & Casualty Insurance Company |                             |  |
| <b>Premium</b>       | \$ 155,999                                   | Premium                     |  |
|                      | \$ 4,679.97                                  | MD Surplus Lines Taxes (3%) |  |

### Coverage Summary

Interstate Fire & Casualty Company (Interstate) will pay those sums in excess of the Self Insured Retention that HI-USA becomes legally obligated to pay as damages because of bodily injury, property damage, personal injury and advertising injury to which the coverage applies. Interstate retains the right to defend HI-USA against any claims seeking damages. Defense costs are in addition to the limits of liability. The policy is subject to Audit within 30-60 days after the policy expiration date.

*Employee Benefits coverage is written on a Claims Made Form. In order to trigger coverage, a claim must first be made against HI-USA during the policy period or Extended Reporting Period, if purchased\*, and the act(s) which lead to the claim must have occurred on or after the Retroactive Date of March 31, 2004. Furthermore, such claims must also be reported by HI-USA to Interstate during the policy period or within 60 days after expiration of the policy for coverage to apply. Be aware that late reporting could result in a disclaimer of coverage from Interstate.*

*\* A five-year Extended Reporting Period is option is available. Request must be submitted in writing to Interstate within 60-days of the policy expiration date of March 31, 2008. An additional premium, not to exceed 100% of the Employee Benefits premium, will be calculated by Interstate and payable by HI-USA when due.*

***This explanation of the reporting provisions of your policy has been provided in order to assist you in understanding and complying with the policy's requirements. In the event of a question or disagreement with your insurer concerning interpretation of the policy's reporting requirements as applied to the reporting of a specific claim, loss, occurrence, incident, offense or lawsuit, the actual policy wording, which is the contract between you and the insurer, and not Marsh's explanation of that language, will be controlling. Marsh as an insurance representative, does not provide legal advice, and this explanation should not be relied upon as a legal interpretation of the policy provisions.***

### Limits of Liability

|                                               |               |                |
|-----------------------------------------------|---------------|----------------|
| General Aggregate - Per Location              | \$ 10,000,000 |                |
| Products/Completed Operations                 | \$ 2,000,000  |                |
| Personal & Advertising Injury Each Occurrence | \$ 1,000,000  |                |
| Each Occurrence                               | \$ 1,000,000  |                |
| Policy Aggregate Limit                        | None          |                |
| Damage to Premises Rented to You Limit        | \$ 50,000     |                |
| Medical Expenses                              | Excluded      |                |
| Self-Insured Retention Limit                  | \$ 150,000    | Per Occurrence |
| Self-Insured Retention – Athletic Activities  | \$ 50,000     | Per Occurrence |
| Self-Insured Retention Aggregate              | \$ 550,000    | Stop Loss      |
| Employee Benefits Liability Each Employee     | \$ 1,000,000  |                |

|                                        |              |
|----------------------------------------|--------------|
| Employee Benefits Liability Aggregate  | \$ 1,000,000 |
| Employee Benefits Liability Deductible | \$ 1,000     |
| Employee Benefits Retroactive Date     | 3/31/04      |

**Endorsements/Exclusions**

- State or Political Subdivision Additional Insured – City of San Diego Economic Development Division/City Planning & Community Investment Dept
- Additional Insured with 30 days notice of cancellation – Wachovia Bank, National Association
- Medical Expense Deleted
- Defense Costs will Erode the Self Insured Retention
- Insured's Choice of Third Party Administrator – Evans, Pletkovic & Rhodes, P.C.
- Blanket Waiver of Subrogation as Required by Contract
- Blanket Additional Insured – Vendors
- Blanket Additional Insured – Owners, Lessees, Contractors as Required by a Written Contract
- Primary and Non-Contributory Wording as Required by a Written Contract
- Manuscript Endorsement – Watercraft
- Aggregate Limits of Insurance Per Location
- Amended Definition of Employee – Exclusion for Injury to Temporary Workers
- Nuclear Energy Liability Exclusion
- War Liability Exclusion
- Cross Suits Exclusion
- Minimum Earned Premium & Audit Premium – 100%
- Fungi, Bacteria, Asbestos and Lead Exclusion
- Total Pollution Exclusion – Hostile fire Exception
- Professional Liability Exclusion
- Information Distribution Laws Exclusion
- Silica or Silica Related Dust Exclusion



## EXCESS LIABILITY

|                      |                                       |
|----------------------|---------------------------------------|
| <b>Policy Number</b> | BE2216073                             |
| <b>Policy Term</b>   | March 31, 2008 – March 31, 2009       |
| <b>Insurer</b>       | National Union Fire Insurance Company |
| <b>Premium</b>       | \$ 62,868                             |

### Coverage Summary

National Union Fire Insurance Company (AIG) will pay those sums, in excess of the underlying limits and retained limit that HI-USA becomes legally obligated to pay for bodily injury, property damage, personal injury and advertising injury as this insurance applies. AIG has the right and duty to defend HI-USA against any claims seeking damages to which the coverage applies. Defense costs are in addition to the limits of liability, except when underlying defense costs are within the underlying limits.

*The Excess Liability policy provides coverage for **Domestic Employee Benefits Liability** on an excess basis, which is written on a Claims Made Form. In order to trigger coverage, a claim must first be made against HI-USA during the policy period or Extended Reporting Period, if purchased\*, and the act(s) which lead to the claim must have occurred on or after the Retroactive Date of March 31, 2004. Furthermore, such claims must also be reported by HI-USA to Interstate during the policy period or within 60 days after expiration of the policy for coverage to apply. Be aware that late reporting could result in a disclaimer of coverage from Interstate.*

*\* A five-year Extended Reporting Period is option is available. Request must be submitted in writing to Interstate within 60-days of the policy expiration date of March 31, 2008. An additional premium, not to exceed 100% of the Employee Benefits premium, will be calculated by Interstate and payable by HI-USA when due.*

*The Excess Liability policy also provides coverage for **Foreign Employee Benefits Liability** on an excess basis, which is written on a Claims Made Form. In order to trigger coverage, a claim must first be made against HI-USA during the policy period or Extended Reporting Period, if purchased\*, and the act(s) which lead to the claim must have occurred on or after the Retroactive Date of March 31, 2003. Furthermore, such claims must also be reported by HI-USA to Interstate during the policy period or within 60 days after expiration of the policy for coverage to apply. Be aware that late reporting could result in a disclaimer of coverage from Interstate.*

#### *\*Extended Reporting Period*

- *Automatic 60 Days, starting at the end of the Policy Period*
- *Automatic Five Years, starting at the end of 60 Days after the expiration of the Policy Period; request for Extended Reporting Period must be submitted to Chubb in writing, within 60-Days of the Policy Expiration Date and forwarded to Chubb and Son, A division of Federal Insurance Company, 15 Mountain View Road, Warren, New Jersey 07060.*
- *Ten Year Extended Reporting Period can be purchased by submitting a request in writing to Chubb within 60 Days of the Policy Expiration. Chubb will determine the Additional Premium Cost, which must be paid to activate coverage.*

***This explanation of the reporting provisions of your policy has been provided in order to assist you in understanding and complying with the policy's requirements. In the event***

***of a question or disagreement with your insurer concerning interpretation of the policy's reporting requirements as applied to the reporting of a specific claim, loss, occurrence, incident, offense or lawsuit, the actual policy wording, which is the contract between you and the insurer, and not Marsh's explanation of that language, will be controlling. Marsh as an insurance representative, does not provide legal advice, and this explanation should not be relied upon as a legal interpretation of the policy provisions.***

**Limits of Liability**

|                                           |               |
|-------------------------------------------|---------------|
| Each Occurrence                           | \$ 10,000,000 |
| General Aggregate                         | \$ 10,000,000 |
| Products & Completed Operations Aggregate | \$ 10,000,000 |
| Crisis Response Sublimit                  | \$ 250,000    |
| Excess Casualty Crisis Fund Limit         | \$ 50,000     |
| Self-Insured Retention (Each Occurrence)  | \$ 10,000     |

**Endorsements**

- Crisis Response
- Liquor Liability Exclusion
- Employee Benefits Liability Limitation
- Marine Liability Exclusion
- Maryland Cancellation/NonRenewal
- Aircraft Products and Grounding Exclusion
- Violation of Info. or Comm. Law Exclusion

**CITY OF SEASIDE  
OFFICIAL BUSINESS**

EXECUTION  
VERSION  
08-21-13

**Recording requested by and  
when recorded mail to:**

City of Seaside  
Resource Management Services Department  
440 Harcourt Avenue  
Seaside, California 93955

Space Above This Line Reserved for Recorder's Use

**AMENDED AND RESTATED ASSIGNMENT BY  
THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION  
TO  
THE CITY OF SEASIDE  
CONCERNING WATER FOR THE CENTRAL CALIFORNIA COUNCIL  
OF AMERICAN YOUTH HOSTELS  
IN THE CITY OF SEASIDE**

This Amended Assignment is made and entered into by and between the  
**CALIFORNIA DEPARTMENT OF PARKS AND RECREATION** ("State Parks") and the  
**CITY OF SEASIDE** ("City") on this 15th day of August, 2013 ("Effective Date").

**WITNESSETH THAT:**

**WHEREAS**, State Parks and the City have entered into that certain *Agreement  
Between the California Department of Parks and Recreation and the City of Seaside  
Concerning the Fort Ord Dunes State Park Within the City of Seaside*, dated August 28, 2008  
("State Parks Agreement"); and

**WHEREAS**, the City, the Central California Council of American Youth Hostels  
("AYH") and the Fort Ord Reuse Authority ("FORA") have entered into that certain *Agreement  
By and Among the Fort Ord Reuse Authority, the City of Seaside and the Central California  
Council of American Youth Hostels Concerning Certain Property at the Former Fort Ord,  
California*, dated August 28, 2008 ("AYH Agreement"); and

**WHEREAS**, pursuant to the State Parks Agreement and the AYH Agreement, that  
certain property known as the "Youth Hostel Parcel" located on the former Fort Ord in  
Monterey County, California, will be conveyed to the City and leased to AYH for operation of

## WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

1 a youth hostel and environmental learning center as described in the application submitted by  
2 State Parks to the Department of the Interior on December 29, 2008 concerning the public  
3 benefit conveyance of the Youth Hostel Parcel (the "Youth Hostel"); and  
4

5 **WHEREAS**, pursuant to the AYH Agreement, the City and AYH have entered that  
6 certain *Lease Agreement By and Between the City of Seaside and the Central California*  
7 *Council of American Youth Hostels for the Lease of Certain City Owned Property for the Use*  
8 *as a Youth Hostel*, dated August 28, 2008 ("AYH Lease"); and  
9

10 **WHEREAS**, FORA has the authority to allocate water on the former Fort Ord to the  
11 various jurisdictions, and that water supply was obtained from the United States Army, and in  
12 turn, is part of the 6,600 acre-feet per year of groundwater, which is addressed in that certain  
13 County Agreement No. A-06404, entered into between the United States Army and the  
14 Monterey County Water Resources Agency, dated September 21, 1993; and  
15

16 **WHEREAS**, FORA has made a 45-acre-foot/year allocation of water to State Parks;  
17 and  
18

19 **WHEREAS**, the operation of a Youth Hostel on the former Fort Ord property would  
20 contribute to the public's access and enjoyment of Fort Ord Dunes State Park; and  
21

22 **WHEREAS**, consistent with the AYH Agreement and the State Parks Agreement,  
23 State Parks desires to provide up to 5.5 acre-feet of State Parks' 45-acre-foot potable water  
24 allocation from FORA to the City for the use by a Youth Hostel in the City; and  
25

26 **WHEREAS**, the City desires to accept State Parks' assignment of 5.5 acre-feet of its  
27 potable water allocation from FORA for the use by a Youth Hostel in the City; and  
28

29 **WHEREAS**, State Parks and the City desire to have written confirmation of State  
30 Parks water assignment in order to facilitate the development of the Youth Hostel in the City.  
31

32 **NOW, THEREFORE, in consideration of the above recitals and the mutual**  
33 **promises set forth herein, State Parks and the City agree as follows:**  
34

- 35 1. Commencing upon the date of occupation of the Youth Hostel by AYH, as  
36 demonstrated by written notice to State Parks signed by both AYH and the City, State  
37 Parks does hereby assign to the City the right to use up to a maximum of five and a  
38 half (5.5) acre-feet of potable water per year from State Parks' allocation of potable  
39 water from FORA, to be provided to the City to the extent necessary for AYH to  
40 operate the Youth Hostel on the Youth Hostel Parcel or at another location that is  
41 within the boundaries of the City of Seaside. Any water not needed for operation of  
42 the Youth Hostel by AYH shall be retained by or revert back to State Parks.  
43

## WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

2. The City hereby agrees to provide such assigned water solely for use by AYH for the purpose of operating a Youth Hostel on the Youth Hostel Parcel or at another location that is within the boundaries of the City of Seaside.
3. The assignment of potable water by State Parks to the City for purposes of operating the Youth Hostel shall terminate, and State Parks shall not be obligated to provide any water to the City, if any one of the following occurs:
  - a. AYH fails to begin operation of the Youth Hostel on the Youth Hostel Property or at another location within the boundaries of the City of Seaside within three (3) years of the date of execution of this Amended and Restated Assignment (August 15, 2016); or
  - b. After the initial opening, the Youth Hostel is no longer in operation or the Youth Hostel fails to be open to the public for a continuous period longer than one (1) year; or
  - c. The Youth Hostel is owned by any person or persons, organization, corporation, partnership, association or entity other than AYH; or
  - d. FORA reduces or eliminates State Parks' 45-acre-foot-per-year water allocation; or
  - e. The Youth Hostel is located or relocated to any place that is outside the boundaries of the City of Seaside.
4. Water shall be allocated to the City for use either by AYH or the City in accordance with the following terms and conditions:
  - a. If AYH is operating on the Youth Hostel Parcel in accordance with the terms and conditions set forth in the AYH Lease, then State Parks shall provide up to five and one half (5.5) acre feet of potable water per year to the City for use by AYH.
  - b. If AYH is operating in a facility in accordance with the terms and conditions set forth in the AYH Lease that is (a) not on the Youth Hostel Parcel, (b) within the City, and (c) within the former Fort Ord, then State Parks shall provide up to five and one half (5.5) acre feet of potable water per year to the City for use by AYH.
  - c. If AYH is operating in a facility in accordance with the terms and conditions set forth in the AYH Lease that is (a) not on the Youth Hostel Parcel, (b) within the City, and (c) not within the former Fort Ord, then State Parks shall provide up to five and one half (5.5) acre feet of potable water per year to the City for the

## WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

City's use; provided, however, that the City shall make the same amount of potable water available to AYH for their operations at such facility in the City.

d. If AYH is operating in a facility, which is not on the Youth Hostel Parcel, with previously assigned water rights, in accordance with the terms and conditions set forth in the AYH Lease, then State Parks shall not be obligated to provide any potable water to the City for use by AYH.

5. This Assignment shall be governed and interpreted under the laws of the State of California.
6. Both parties shall observe and comply with all applicable federal, state and local laws, regulations and ordinances.
7. The City shall defend, indemnify and hold harmless State Parks, its officers, employees and/or agents from and against any and all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from State Parks' assignment of water to the City or the parties' implementation of this Assignment, except those arising from the sole negligence or willful misconduct of State Parks, its officers, employees and/or agents.
8. No alteration, amendment, variation or waiver of the terms of this Assignment shall be valid unless made in writing and signed by both parties. This Assignment may be terminated by the mutual written agreement of the parties.
9. This Assignment shall be deemed to have been prepared equally by both parties and the Assignment and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.
10. Except as expressly provided for herein, nothing in this Assignment shall be construed as giving either the City or State Parks the right or ability to bind the other or to create any joint liability with regard to, or as a result of, the activities undertaken by each party to implement this Assignment.
11. The City and State Parks are the only parties to this Assignment. This Assignment shall not create any rights in any person, entity or organization not a party hereto; nor may any third party maintain any lawsuit for breach of this Assignment.
12. This Assignment constitutes the entire contract between the City and State Parks regarding the subject matter of this Assignment. Any prior agreements, whether oral or written, between the City and State Parks regarding the subject matter of this Assignment are hereby terminated effective immediately upon full execution of this Assignment; provided, however, that the State Parks Agreement shall remain in effect.

[Signatures on the following pages]

WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

IN WITNESS WHEREOF, the City of Seaside, California, intending to be legally bound hereby, has caused this Assignment to be executed on the Effective Date set forth above.

CITY OF SEASIDE, CALIFORNIA

By:

John Dunn, City Manager

State of California )

County of Monterey )

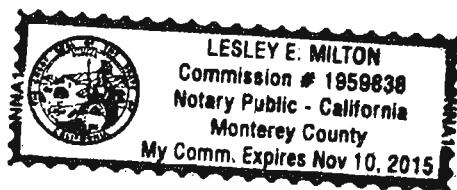
On 9/4/13 before me,  
Lesley E. Milton, Notary Public (here insert name and title of the officer),  
personally appeared John Dunn

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Lesley E. Milton (Seal)



WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

IN WITNESS WHEREOF, the California Department of Parks and Recreation, intending to be legally bound hereby, has caused this Assignment to be executed on the Effective Date set forth above.

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

By: [Signature]  
Mat Fuzie, Superintendent Monterey District V

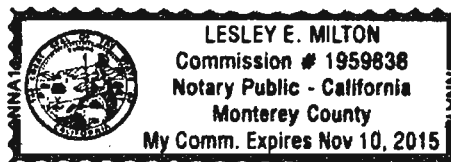
State of California )  
County of Monterey

On 9/4/13 before me,  
Lesley Milton, Notary Public (here insert name and title of the officer),  
personally appeared Mat Fuzie

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. Signature [Signature] (Seal)







**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 9.A.**

**TO:** City Council

**FROM:** Craig Malin, City Manager

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

**DATE:** May 18, 2017

**SUBJECT: APPROVE CO-SPONSORSHIP FOR THE USE OF  
METZ/ELLIS/CUTINO PARK FOR THE YOUTH FUTSOL SOCCER  
LEAGUE AND OCEAN GROWN 3 ON 3 BASKETBALL TEAM**

---

**PURPOSE**

The purpose of this item is to consider two separate requests: 1.) Futsol Soccer League for co-sponsorship for the use of Metz Park and/or Cutino Park for Futsol Youth Soccer 2) Ocean Grown 3 on 3 basketball team for use of Ellis Park for a 3 on 3 basketball tournament.

**RECOMMENDATION**

Staff recommends that the City provide co-sponsorship of the Youth Futsol Soccer League and Ocean Grown 3 on 3 Basketball Team.

**BACKGROUND**

The City of Seaside receives occasional requests for use of fields and/or facilities for sports purposes by local organizations that are not affiliated with a national organization. Most of them are volunteer driven and organic to the City of Seaside. They generally do not charge for participation and are simply groups of individuals that are interested in providing a sports outlet for their community. They also generally do not have the resources to pay for adequate insurance coverage because they are not affiliated with a national sports organization.

Requests are submitted to the Recreation Department and are required to either fill out a Facility Use Application or a Special Event Application Form depending on the activity. The application is reviewed by City staff including the City's Risk Manager.

Organizations that do not have adequate insurance or that request facility and/or field use fees be

waived can be co-sponsored by the City. If the City provides co-sponsorship, the need for additional insurance is eliminated because the event is covered by the City's insurance. When the city approves co-sponsorship of an activity or event it does so with the belief that the reward that the activity or event provides to the community outweighs the risk. Completion of the Facility Use Application and/or Special Event Form assists the city to review the request in order to determine if the co-sponsorship provides sufficient benefit to the community. These requests are considered on a case by case basis.

There are currently two requests to use City facilities:

- 1) The Futsol Youth Soccer program is located in Seaside and serves about twenty-five youth. Futsol is a form of soccer that is played on a hard service. They are requesting to hold their practices and games on either Metz or Cutino Park hard surface depending on availability.
- 2) The Ocean Grown 3 on 3 Basketball Team is interested in holding 3 on 3 basketball tournaments for ages 15 to adult a few times a year. Both organizations are requesting to utilize city facilities to hold their events and both of these organizations do not have adequate insurance coverage.

Based on a review of their applications, staff recommends that the City co-sponsor these events and waive fees for the special event insurance coverage.

### **FISCAL IMPACT**

There is no fiscal impact should the City decide to co-sponsor both events.

### **ATTACHMENTS**

1. Special Event Application, Facility Use Application
- 

Reviewed for Submission to the  
City Council by:



---

Craig Malin, City Manager



# **FACILITY USE APPLICATION**

## **Guidelines for Use of City Fields**

1. No fee waivers or extensions will be issued over the counter. Established groups, such as Seaside Pony Baseball, Seaside Raiders and Seaside PAL shall submit fee waiver requests to the Resource Management Department. Resource Management staff will submit these requests to the City Council. All others shall apply to the Special Events Committee. Requests approved by the Committee will be submitted by Recreation and Community Development staff to Council for consideration.
2. A minimum of 30 days lead time is required for each request. This will allow staff sufficient time to prepare the staff report for submission to Council.
3. Requests shall include a complete list of the days, dates and hours requested for use of City fields. Requests shall include a listing of all services required, such as use of snack bar, field lights, additional staff, and additional field preparation, and other special needs.
4. Before the start of each season, each group shall submit a list of current board members, along with contact information. A single point of contact (the authorized representative) shall be designated, and this person shall be authorized to make decisions for the group. The group shall notify the City if the authorized representative changes. Requests to the City will be accepted only from the authorized representative.
5. Each group will enter into a Use Agreement with the City for use of the fields. Before the start of each season, City staff will meet with the authorized representative and interested board members to discuss the terms of the Use Agreement. Terms of the Use Agreement will be enforced.
6. Groups will not be given any keys to the snack bars, restrooms or fields until all conditions of the Use Agreement have been met (including proof of insurance, 401(c)3 status, etc.).
7. A deposit requirement of \$500 may be considered for the new season for each group requesting a fee waiver. Staff will document any instances of violations of the terms of the Use Agreement during the previous season. The deposit would cover the return of keys, cleanup of the fields, restrooms and snack bars. If collected, the deposit would be returned in full if all keys are returned and the fields, restrooms and snack bars have been kept in good condition during the season. Some or all of the deposit would be withheld if all keys are not returned or if the grounds have not been properly maintained. If the Police Department is called to the park during a time that the field has been reserved and the group is found to be in violation of City Code or there are any Health Department violations attributable to the group, the entire deposit would automatically be forfeited.
8. Groups are not allowed to charge the public for parking on City property at group events. If the group would like to solicit donations, they must obtain a no-fee permit in advance, in accordance with Chapter 5.28 (Charitable Solicitation), of the City Municipal Code.

Attachments: 1. Questionnaire  
2. Application  
3. Sample Use Agreement  
4. Key Request

# Attachment 1 Questionnaire

Date of Request: 4/20/2017

1. Name of Organization: FUTSAL UNLIMITED LEAGUE  
Address: 1233 Elm Ave B  
City/State/Zip: Seaside CA 93955  
Phone: (831) 402-4804 - (831) 917-2837  
Authorized Representative: SABAS MERCADO

2. Status: (Circle all that apply) Private Non-profit Public Profit

3. If Non-Profit, please provide your Tax ID # \_\_\_\_\_

4. How long have you been established? \_\_\_\_\_  
How many members are there? TWO  
How many members live in the City of Seaside? TWO  
Do members pay annual or monthly dues? YES \_\_\_\_\_ NO X

5. Is your organization affiliated with any national, federal, state, county or local agency or association? YES X NO \_\_\_\_\_ If YES, please provide the name of that agency or association. Monterey County Soccer League

6. Are you a YOUTH-oriented organization? YES X NO \_\_\_\_\_ And if YES, how many Seaside youth are in your organization? 20 children / parents

7. Does your organization provide its services only to Seaside youth or residents?  
YES \_\_\_\_\_ NO X Or is membership open to all youth or residents in Monterey County? YES X NO \_\_\_\_\_  
If YES, please provide the number of youth/residents by city.

Currently all families are from Seaside, one from Monterey.

8. Does your organization receive funding or other support of any type from any national, federal, state, county, regional, city, private or public agency/affiliation? YES \_\_\_\_\_ NO X.  
If YES, please explain.

9. Before coming to the City of Seaside and requesting this use of the fields, have you contacted other cities with regards to the use of their facilities? YES \_\_\_\_\_ NO X If YES, please explain why you chose not to use their facility.



**IF REQUESTING A FEE WAIVER  
PLEASE COMPLETE QUESTIONS 10 THROUGH 12**

10. Does your organization have the ability to pay any portion of the fees to use the facility?

YES \_\_\_\_\_ NO X

If your organization does have the ability to pay a reasonable share of the requested fees, please explain why you still feel that a fee waiver should be granted.

11. If the request for fee waiver is not granted, and you chose not to avail yourself of the City facility, what are your plans?

Unfortunately the league will have to  
cancel practice and games.

12. If you are granted a fee waiver, what in-kind services (such as field maintenance, trash cleanup, etc) can you offer to help offset costs?

We can clean up the basketball court clean after  
training and games.

13. Do you plan on having any special events, such as tournaments, picture day, registration, opening day, etc.? YES X NO \_\_\_\_\_. If YES, please list events and dates below:

Practice days are Tuesdays and Thursdays.  
Games are Saturdays. All Saturdays in May,  
and Saturdays in June from 9am - 2:00pm

14. Please list any additional information you feel is relevant:

There is no other league in Monterey County that  
offers FUTSAL. FUTSAL it's a kind of soccer  
that is played with smaller team in a  
hardwood or cement floor (outside or inside).  
Sabes the coach is not charging any fees for  
training and offering this new FUTSAL Soccer.  
Children learn discipline, develop motor skills,  
problem solving skills, and self esteem.  
Parents need to be present during practice,  
which makes them feel part of the training. →

# Attachment 2 City of Seaside Field Use Application

Date: 4/20/2017

Name of Organization: FUTSAL UNLIMITED LEAGUE

Address: 1233 Elm Ave "B"

City/State/Zip: SEASIDE, CA 93955

|                                  |                                      |
|----------------------------------|--------------------------------------|
| <b>Authorized Representative</b> |                                      |
| Name and Title                   | SABAS MERCADO (FOUNDER)              |
| Address                          | same as above                        |
| Address                          |                                      |
| Telephone                        | (831) 402-4804                       |
| Fax                              |                                      |
| Email                            | Bayviewsigns60@gmail.com             |
| <b>Board Members</b>             |                                      |
| Name and Title                   | JULIA ARZE MERCADO                   |
| Telephone                        | (831) 917-2837 (Juliaarze@yahoo.com) |
| Name and Title                   | Communications - translations        |
| Telephone                        |                                      |
| Name and Title                   |                                      |
| Telephone                        |                                      |
| Name and Title                   |                                      |
| Telephone                        |                                      |
| Name and Title                   |                                      |
| Telephone                        |                                      |
| Name and Title                   |                                      |
| Telephone                        |                                      |

## **EXAMPLE:**

*Sample forms for group requesting use of two parks*

|                                   |     |          |    |          |
|-----------------------------------|-----|----------|----|----------|
| Organization: <i>ABC Baseball</i> |     |          |    |          |
| Park: <i>Soper Field</i>          |     |          |    |          |
| Services Requested:               |     |          |    |          |
| Use of field                      | Yes | <i>X</i> | No |          |
| Use of snack bar                  | Yes |          | No | <i>X</i> |
| Use of lights                     | Yes | <i>X</i> | No |          |
| Other:                            | Yes |          | No | <i>X</i> |

|                          |                  |                           | Number of Hours |          |
|--------------------------|------------------|---------------------------|-----------------|----------|
| Date                     | Day              | Hours                     | Daily Total     | Lights   |
| <i>November 12, 2008</i> | <i>Wednesday</i> | <i>4:00 PM – 8:00 PM</i>  | <i>4</i>        | <i>2</i> |
| <i>November 13, 2008</i> | <i>Thursday</i>  | <i>4:00PM – 6:00 PM</i>   | <i>2</i>        | <i>0</i> |
| <i>November 22, 2008</i> | <i>Saturday</i>  | <i>8:00AM – 12:00PM</i>   | <i>4</i>        | <i>0</i> |
| <i>November 22, 2008</i> | <i>Saturday</i>  | <i>3:00 PM – 8:00 PM</i>  | <i>5</i>        | <i>2</i> |
| <i>November 23, 2008</i> | <i>Sunday</i>    | <i>12:00 PM – 3:00 PM</i> | <i>3</i>        | <i>0</i> |
| <b>Total Days</b>        | <b>4</b>         | <b>Total Hours</b>        | <b>18</b>       | <b>4</b> |

---

|                                   |     |          |    |          |
|-----------------------------------|-----|----------|----|----------|
| Organization: <i>ABC Baseball</i> |     |          |    |          |
| Park: <i>Cutino Park</i>          |     |          |    |          |
| Services Requested:               |     |          |    |          |
| Use of field                      | Yes | <i>X</i> | No |          |
| Use of snack bar                  | Yes |          | No | <i>X</i> |
| Use of lights                     | Yes |          | No | <i>X</i> |
| Other:                            | Yes |          | No | <i>X</i> |

|                          |                 |                           | Number of Hours |          |
|--------------------------|-----------------|---------------------------|-----------------|----------|
| Date                     | Day             | Hours                     | Daily Total     | Lights   |
| <i>November 22, 2008</i> | <i>Saturday</i> | <i>12:00 PM – 3:00 PM</i> | <i>3</i>        | <i>0</i> |
| <i>November 23, 2008</i> | <i>Sunday</i>   | <i>12:00 PM – 3:00 PM</i> | <i>3</i>        | <i>0</i> |
| <b>Total Days</b>        | <b>2</b>        | <b>Total Hours</b>        | <b>6</b>        | <b>0</b> |



*Please fill out one form per park requested*

|                                       |     |                                     |    |                                     |
|---------------------------------------|-----|-------------------------------------|----|-------------------------------------|
| Organization: FUTSAL UNLIMITED LEAGUE |     |                                     |    |                                     |
| Park: METZ PARK                       |     |                                     |    |                                     |
| Services Requested:                   |     |                                     |    |                                     |
| Use of field - BASKETBALL COURT       | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/>            |
| Use of snack bar                      | Yes | <input type="checkbox"/>            | No | <input checked="" type="checkbox"/> |
| Use of lights                         | Yes | <input type="checkbox"/>            | No | <input checked="" type="checkbox"/> |
| Other:                                | Yes | <input type="checkbox"/>            | No | <input type="checkbox"/>            |
| Restrooms                             | Yes | <input type="checkbox"/>            | No | <input type="checkbox"/>            |
|                                       | Yes | <input type="checkbox"/>            | No | <input type="checkbox"/>            |

|                     |           |               | Number of Hours |        |
|---------------------|-----------|---------------|-----------------|--------|
| Date                | Day       | Hours         | Daily Total     | Lights |
| ① 4/25/17           | Tuesday   | 4pm-6:30pm    | 2.5             | NO     |
| ② 4/27/17           | Thursday  | 4:00pm-6:30pm | 2.5             | ↓      |
| ③ 5/2/2017          | Tuesday   | 4:00pm-6:30pm | 2.5             |        |
| ④ 5/4/2017          | Thursday  | 4:00pm-6:30pm | 2.5             |        |
| ⑤ 5/9/2017          | Tuesday   | 4:00-6:30pm   | 2.5             |        |
| ⑥ 5/11/2017         | Thursday  | 4:00pm-6:30pm | 2.5             |        |
| ⑦ 5/16/2017         | Tuesday   | 4:00pm-6:30pm | 2.5             |        |
| ⑧ 5/18/2017         | Thursday  | 4:00pm-6:30pm | 2.5             |        |
| ⑨ 5/23/2017         | Tuesday   | 4:00pm-6:30pm | 2.5             |        |
| ⑩ 5/25/17           | Thursday  | 4:00pm-6:30pm | 2.5             |        |
| ⑪ 5/30/2017         | Tuesday   | 4:00pm-6:30pm | 2.5             |        |
| ⑫ 6/01/2017         | Thursday  | 4:00pm-6:30pm | 2.5             |        |
| ⑬ 6/6/2017          | Tuesday   | 4:00pm-6:30pm | 2.5             |        |
| ⑭ 6/8/2017          | Thursday  | 4:00pm-6:30pm | 2.5             |        |
| ⑮ 6/13/2017         | Tuesday   | 4:00pm-6:30pm | 2.5             |        |
| ⑯ 6/15/2017         | Thursday  | 4:00pm-6:30pm | 2.5             |        |
| ⑰ 6/20/2017         | Tuesday   | 4:00pm-6:30pm | 2.5             |        |
| ⑱ 6/22/2017         | Thursday  | 4:00pm-6:30pm | 2.5             |        |
| May, 6, 13, 20, 27  | Saturdays | 9am-2pm (5x4) | 20              |        |
| June, 3, 10, 17, 24 | Saturdays | 9am-2pm (5x4) | 20              | NO     |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |
|                     |           |               |                 |        |

### SPECIAL EVENT APPLICATION

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

ORGANIZATION NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CONTACT NAME \_\_\_\_\_ PHONE# \_\_\_\_\_

PHONE# \_\_\_\_\_

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

EMAIL: lkryan@Csumb.edu

EVENT NAME: Run That Back 3-on-3 basketball

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

|              |                   |                     |
|--------------|-------------------|---------------------|
| Setup        | Date <u>Jun 3</u> | Time <u>9:00 am</u> |
| Event Starts | Date <u>Jun 3</u> | Time <u>9:00</u>    |
| Event Ends   | Date <u>Jun 3</u> | Time <u>4:5 pm</u>  |
| Dismantle    | Date <u>Jun 3</u> | Time <u>6 pm</u>    |

SITE LOCATION \_\_\_\_\_

### DESCRIPTION OF EVENT-PLEASE ATTACH SITE/ROUTE MAP

Please provide detailed description of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides, sanitation provisions or any other pertinent information about the event.

3-on-3 basketball tournament

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for crowd control and internal security

Internal control

\_\_\_\_\_

\_\_\_\_\_

### NAME OF SECURITY ORGANIZATION (If required)

Please attach security contract.

None

\_\_\_\_\_

\_\_\_\_\_

SIGNS POSTED yes

# OF PARTICIPANTS 36

IS THE EVENT OPEN TO THE PUBLIC? (☒ YES ( ) NO

If no, please describe how the event will be restricted and indicate plan on detailed schematic.

IF ADMISSION IS TO BE CHARGED, WHAT IS THE PRICE OF TICKETS FOR THE EVENT? \_\_\_\_\_

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

( ) OTHER

Federal ID# \_\_\_\_\_

Event Benefiting: Marina Fog town Elite Basketball team

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

none

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

all the employees of Ocean Crown will be responsible for clean up

PARKING ARRANGEMENTS:

Public Parking Needs

none

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

DJ hosting the event There will be a

( ) P.A. System

☒ Generator(s)

☒ Amplified sound/music

( ) Booths

( ) Bleachers

( ) Cooking fuel

( ) Tents

( ) Banners

( ) Barricades

( ) Other \_\_\_\_\_

DO YOU INTEND TO SELL FOOD OR BEVERAGE?

( ) YES ☒ NO

If YES, please attach Health Department Food Vendor Certificate.

DO YOU INTEND TO SELL OTHER MERCHANDISE?

# of Vendors 5

☒ YES ( ) NO

Describe the type of merchandise.

Clothes

WILL ALCOHOL BE SERVED? ( ) YES ☒ NO

WILL ALCOHOL BE SOLD? ( ) YES ☒ NO

If yes, please attach ABC license.

WILL EVENT INCLUDE MUSIC OR LIVE PERFORMANCES? ☒ YES ( ) NO

HOW WILL EVENT BE ADVERTISED AND PROMOTED?

yes

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

yes

OTHER PERTINENT INFORMATION OR SPECIAL REQUESTS

:

**APPLICANT AGREEMENT:** All applicable fees must be paid 30 days prior to event date. No permit revisions will be accepted less than 14 days prior to the event date. The City of Seaside retains the right to terminate the event at any time should a responsible city official determine any activity related to the event is a threat to public safety and/or property. I (we) agree to abide by all laws, rules and regulations which may apply to this area. I (we) accept specific responsibility for other members of my group and for any damage done to city property and/or facilities, and agree to clean and restore the site to the condition in which it was found prior to the holding of the specific event. I certify under penalty of perjury that all the preceding information is true to the best of my knowledge. Completed and signed special event form must be submitted to Recreation and Community Activities Director within seven working days of receipt of form.

Permit Holder's Signature

Date

3-29-2017

**APPLICATION MUST INCLUDE:**

Non-refundable Application Fee of \$90.00

Detailed schematic of event location indicating specific activity sites. For non-profit organizations, a copy of non-profit status must be submitted.

Attach to application and mail to:

City of Seaside  
Recreation Services  
Attn: N. Towne  
986 Hilby Avenue

Seaside, CA 93955  
(831) 899-6801 (P)  
(831) 899-6274 fax  
email: [towne.nancy@ci.seaside.ca.us](mailto:towne.nancy@ci.seaside.ca.us)

**Specific Event  
Conditions of Approval**

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

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

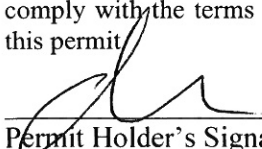
**PROVISIONS**

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

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

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

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

  
\_\_\_\_\_  
Permit Holder's Signature

\_\_\_\_\_  
Title

3-29-2017  
\_\_\_\_\_  
Date

**INDEMNIFICATION, DEFENSE, HOLD HARMLESS**

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

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

Risk Manager. Please obtain the required insurance and mail an original insurance certificate to City of Seaside, Recreation and Community Activities Department, P.O. box 810, Seaside, CA 93955.

Name of insurance agent See form Submitted Agent's Name \_\_\_\_\_  
Business Phone \_\_\_\_\_ Policy Number \_\_\_\_\_

PERMIT HOLDER hereby agrees to protect, defend, indemnify and hold and save harmless CITY, its officers, and employees against any and all liability, claims, judgements, costs and demands, however caused, including those resulting from death or injury to PERMIT HOLDER'S employees and damage to PERMIT HOLDER'S property, arising directly or indirectly out of the obligations or operations herein undertaken by PERMIT HOLDER, including those arising from the passive concurrent negligence of CITY but save and except those which arise out of the active concurrent negligence, sole negligence, or the sole willful misconduct of CITY PERMIT HOLDER will conduct all defense at its sole cost and expense. CITY shall be reimbursed by PERMIT HOLDER for all costs or attorney's fees incurred by CITY in enforcing this obligation.

3-29-2017  
Date

[Signature]  
Signature of Permit Holder

.....  
Administrative Use Only  
**Sign Off**

- |                                         |                                              |
|-----------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Building _____ | <input type="checkbox"/> Recreation _____    |
| <input type="checkbox"/> Planning _____ | <input type="checkbox"/> Finance _____       |
| <input type="checkbox"/> Police _____   | <input type="checkbox"/> Public Works _____  |
| <input type="checkbox"/> Fire _____     | <input type="checkbox"/> County Health _____ |

**Department Comments**

---

---

---

---

Special Event application form  
Revised February 18, 2014





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br><b>Zain Jeewanjee Insurance Agency</b><br>1494 Hamilton Ave<br>Suite 101<br>San Jose CA 95125 |                        | <b>CONTACT NAME:</b> Zain Jeewanjee<br><b>PHONE (A/C, No, Ext):</b> 408-286-1111 ext 2<br><b>FAX (A/C, No):</b> 408-997-7890<br><b>E-MAIL ADDRESS:</b> zain@g1g.com                                                                                                                                                                                                                                                 |  |                               |  |        |            |                        |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
|------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------|--|--------|------------|------------------------|-------|------------|--|--|------------|--|--|------------|--|--|------------|--|--|------------|--|--|
| <b>INSURED</b><br><b>IRA BEYAH</b><br>443 Casanova Ave<br>Monterey CA 93940                                      |                        | <table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Arch Insurance Company</td><td>11150</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table> |  | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | Arch Insurance Company | 11150 | INSURER B: |  |  | INSURER C: |  |  | INSURER D: |  |  | INSURER E: |  |  | INSURER F: |  |  |
| INSURER(S) AFFORDING COVERAGE                                                                                    |                        | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                              |  |                               |  |        |            |                        |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER A:                                                                                                       | Arch Insurance Company | 11150                                                                                                                                                                                                                                                                                                                                                                                                               |  |                               |  |        |            |                        |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER B:                                                                                                       |                        |                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                               |  |        |            |                        |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER C:                                                                                                       |                        |                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                               |  |        |            |                        |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER D:                                                                                                       |                        |                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                               |  |        |            |                        |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER E:                                                                                                       |                        |                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                               |  |        |            |                        |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER F:                                                                                                       |                        |                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                               |  |        |            |                        |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |

## COVERAGES

CERTIFICATE NUMBER: 1001391946

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ADDL INSD                           | SUBR WVD                 | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER:<br><br><input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><br><input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$<br><br>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input type="checkbox"/> N/A | <input checked="" type="checkbox"/> | <input type="checkbox"/> | SBCGL0130000  | 04/17/2017              | 04/29/2017              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 5,000,000<br>PRODUCTS - COMP/OP AGG \$ 5,000,000<br>COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>EACH OCCURRENCE \$<br>AGGREGATE \$<br>PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$ |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |                          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |                          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |                          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is only an Additional Insured with respect to liability caused by the negligence of the Named Insured as per Form 00S GL002600 Additional Insured Certificate Holders, but only with respect to BASKETBALL 3 ON 3 from April 22, 2017 through April 23, 2017

## CERTIFICATE HOLDER

Capra Park  
1572 Sonoma Ave,  
Seaside, CA 93955

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

## Miscellaneous Income/Expense Postings

Receipt # **69025**  
Payment Date: **03/29/17**  
Household #: **999999999**

City of Seaside  
Recreation Services  
986 Hilby Ave  
Seaside CA 93955  
Phone: (831)899-6800  
Visit us online at: [www.ci.seaside.ca.us](http://www.ci.seaside.ca.us)

Internal Household

Hm Ph: (831)899-6800

---

**Amount: 90.00 (Income - Paid by Cash) - Miscellaneous (Miscellaneous) - New**  
Date: **03/29/2017** Description: **Special Event**  
User ID: **GRETCHEN** Drawer: **100** GL: **103695** Cost Ctr:  
Notes: **SPECIAL EVENT - OCEAN GROWN - 3 ON 3 BASKETBALL - APRIL 22, 2017 - IRA BEYAH**

---

---

|                                                    |       |
|----------------------------------------------------|-------|
| Total Income Posting Amount:                       | 90.00 |
| Total Expense Posting Amount:                      | 0.00  |
| Total Income Deleted:                              | 0.00  |
| Total Expense Deleted:                             | 0.00  |
| Total Income Debited (using the 'Change' button):  | 0.00  |
| Total Expense Debited (using the 'Change' button): | 0.00  |
| Total Posting Amount:                              | 90.00 |

---





**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 9.B.**

**TO:** City Council

**FROM:** Craig Malin, City Manager

**BY:** Brian Dempsey, Fire Chief

**DATE:** May 18, 2017

**SUBJECT: REVIEW, DISCUSS AND CONSIDER GRANTING THE CENTRAL COAST BOMBERS APPROVAL OF A 2017 APPLICATION FOR A PERMIT TO SELL SAFE AND SANE FIREWORKS.**

---

**PURPOSE**

The purpose of this item is to provide the City Council an opportunity to review, discuss and consider granting the Central Coast Bombers approval of a 2017 application for a permit to sell safe and sane fireworks.

**RECOMMENDATION**

Provide staff direction with respect to approval of a 2017 application by the Central Coast Bombers for a permit to sell safe and sane fireworks.

**BACKGROUND**

The City of Seaside Fireworks Ordinance is found in the Seaside, California, Code of Ordinances, Title 8, Health and Safety Code. "An interested eligible nonprofit organization may submit to the city an application for a permit to sell beginning March 1 of each year and ending the last business day in April".

In order to sell safe and sane fireworks an organization must be an: "Eligible nonprofit organization" means a duly organized nonprofit, tax exempt charitable, religious, civic, patriotic, or community service association, organization, or corporation (collectively "the organization") which has met all the following criteria continuously for a minimum period of one year immediately preceding the filing of an application for a permit to display for sale or to sell safe and sane fireworks.

1. The organization must be a duly organized nonprofit entity which has tax exempt status from the Internal Revenue Service or the Franchise Tax Board, or which is an organization affiliated

with and operating solely in support of an elementary school, junior high school, high school, university or community college that is located within the city of Seaside and that serves, in whole or in part, residents of the city of Seaside.

2. The organization must have its principal place of business and principal meeting place within the city of Seaside and must hold its regularly scheduled meetings within the city of Seaside.
3. The organization must be one which provides direct and regular community services and benefits to the residents of the city of Seaside.
4. The organization must not have had a permit to sell revoked within twenty-four months prior to the organization's submittal of an application for a permit to sell.

In the process of reviewing and verifying each application it was discover the Central Coast Bombers had in fact nonprofit status, but tax exempt status was not apparent. The organization was contacted and they confirmed their nonprofit status is in good standing and active, however their tax exempt status is on hold.

The Central Coast Bombers as well as their accountant provided a letter to the City Manager explaining the situation and asking permission to operate a safe and sane booth while the tax exempt status is brought up to date.

### **FISCAL IMPACT**

None

### **ATTACHMENTS**

1. Letter from Richard Miramontes
2. Letter from CPA James Calandra
3. Fireworks Ordinance Chapter 8.32
4. Application for Permit for Central Coast Bombers

---

Reviewed for Submission to the  
City Council by:



---

Craig Malin, City Manager

April 27, 2017

City of Seaside  
Attn: Craig Malin, City Manager  
440 Harcourt Avenue  
Seaside, CA 93955

Dear Craig:

My name is Richard Miramontes. I have been a Volunteer Coach for Seaside Pony Baseball for over 20 years. Also, I am currently coaching a youth travel ball team, The Central Coast Bombers. We have players from Seaside, Marina, Salinas and Watsonville. Our biggest fund raiser is the Fireworks Booth. Unfortunately, our tax exempt status is on hold. We had a member who was responsible for taking care of the paper work, and started the 501c3 process, but ran into some family issues that she needed to deal with and stepped down from her position. At that time we were unaware of all the paperwork involved and that wasn't completed. However, I currently have my Accountant, Jim Calandra working on our tax exempt status, but not sure if the process will be complete by the 4<sup>th</sup> of July, as it is a lengthy process according to him.

This year The Central Coast Bombers are traveling to Cooperstown, New York in July to participate in a prestigious tournament at Cooperstown Dreams Park. We are counting on the funds that we will raise at the Fireworks Booth for this opportunity, as it is our biggest fund raiser.

Our non-profit is in good standing, and is active. But, because we did not file our taxes on time, they put a hold on our tax exempt status. So, I am asking you, that if for some reason the process is not complete by July 4, 2017. Can you permit us to operate our Fireworks Booth this year? If so, I will bring you the proper paper work as soon as we receive it.

Thank you for your time and consideration in this matter.

Sincerely,

Richard Miramontes  
831-760-6052

April 28, 2017

City of Seaside  
Attention: Craig Malin, City Manager  
440 Harcourt Ave.  
Seaside, CA 93955

Re: Central Coast Bombers, Inc.

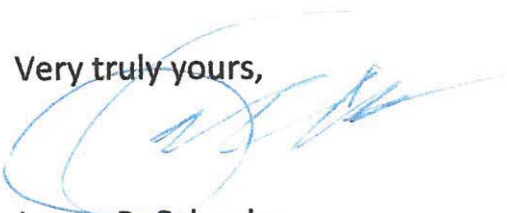
To Whom It May Concern:

My name is James P. Calandra. I am a recently retained CPA that is in the process of updating the accounting records of the Center Coast Bombers, Inc. Once properly updated I will prepare the income tax returns that are required, (Federal Form 990EZ), and (California Form 199) for 2014, 2015 and 2016.

Even though I have not completed the updating, I can certainly observe that no individuals are benefitting from the operations of the Central Coast Bombers, Inc.

If you have and further questions, please contact me.

Very truly yours,

  
James P. Calandra,  
CPA

Clients Copy  
Originals Prepared By  
James P. Calandra, C.P.A.  
1455 Wanda Ave.  
Seaside, CA 93955

**ORDINANCE NO.1014**

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE  
AMENDING AND RESTATING CITY OF SEASIDE MUNICIPAL CODE CHAPTER  
8.32 RELATING TO FIREWORKS**

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

Section 1. FINDINGS AND PURPOSES.

- A. The purpose of this Ordinance is to amend and restate City of Seaside Municipal Code Chapter 8.32 relating to Fireworks.

Section 2. AMENDMENT AND RESTATEMENT OF SECTION 8.32 OF THE  
SEASIDE MUNICIPAL CODE

The City of Seaside Municipal Code Section 8.32 is hereby deleted in its entirety and restated to read as follows:

**CHAPTER 8.32 FIREWORKS**

**Sections:**

- 8.32.010 Purpose**
- 8.32.020 Definitions**
- 8.32.030 General prohibition against possession; use,  
or sale of fireworks**
- 8.32.040 Exception -- Public displays and special events;  
agricultural and wildlife fireworks; model  
rockets**
- 8.32.050 Exception - Safe and sane fireworks**
- 8.32.060 Permit to sell safe and sane fireworks --  
Application; qualified applicants**
- 8.32.070 Limitation on permits to sell safe and sane  
fireworks; selection of eligible nonprofit  
organizations**
- 8.32.080 Operator safety seminar**
- 8.32.090 Operation of fireworks stand**
- 8.32.100 Fireworks stands**
- 8.32.110 General requirements for permittees**
- 8.32.120 Revocation of permit**
- 8.32.130 Seizure of fireworks**
- 8.32.140 Police and Fire Department Illegal Fireworks  
Operation Plan and After Action Report**

{00020644.DOCX; 1}

**8.32.150 Surcharge**  
**8.32.160 Wholesale storage of safe and sane fireworks**  
**8.32.170 Fireworks wholesaler public education plan**  
**8.32.180 Manufacture of fireworks prohibited**  
**8.32.190 Administrative fines and penalties**  
**8.32.200 Concurrent authority**  
**8.30.210 Fees deemed debt to the city**

**8.32.010 Purpose.**

The purpose of this chapter is to regulate the possession, use, storage, sale and display of fireworks within the City of Seaside.

**8.32.020 Definitions.**

When used in this chapter, the following words shall have the meanings ascribed to them in this section:

(a) "Affiliated organizations", for purposes of this Chapter, shall be presumed to be the

following:

1. Organizations incorporated under the same charter or organization and their auxiliaries if the auxiliary is incorporated under the same charter;
2. Organizations sharing the same officers and/or place of meetings and/or national parent organization;
3. Subdivisions and/or fractional divisions however named or delineated of organizations

(b) "Citation". An administrative citation issued pursuant to this section to remedy a violation.

(c) "Citee". Any person served with an administrative citation charging him or her as a responsible person for violation.

(d) "City". City of Seaside.

(e) "Code". City of Seaside Municipal Code.



(f) “Code Enforcement Officer” or “CEO”. Any employee or agent of the City of Seaside designated by the City Council to enforce any provision of this code.

(g) “Dangerous fireworks”. Fireworks as listed and defined in California Health and Safety Code section 12505 and section 12561 and the relevant sections of Title 19 of the California Code of Regulations, as the same may be amended from time to time.

(h) “Eligible nonprofit organization”. A duly organized nonprofit, tax exempt charitable, religious, civic, patriotic, or community service association, organization, or corporation (collectively “the organization”) which has met all the following criteria continuously for a minimum period of one year immediately preceding the filing of an application for a permit to display for sale or to sell safe and sane fireworks.

1. The organization must be a duly organized nonprofit entity which has tax exempt status from the Internal Revenue Service or the Franchise Tax Board, or which is an organization affiliated with and operating solely in support of an elementary school, junior high school, high school, university or community college that is located within the City of Seaside and that serves, in whole or in part, residents of the City of Seaside.

2. The organization must have its principal place of business and principal meeting place within the City of Seaside and must hold its regularly scheduled meetings within the City of Seaside.

3. The organization must be one which provides direct and regular community services and benefits to the residents of the City of Seaside.

4. The organization must not have had a permit to sell revoked within twenty-four months prior to the organization’s submittal of an application for a permit to sell.

(i) “Exempt fireworks”. Any special item containing pyrotechnic compositions which the state fire marshal, with the advice of the state fire advisory board, has investigated and determined to be limited to industrial, commercial, and agricultural use, or religious ceremonies when authorized by a permit granted by the authority having jurisdiction.

(j) “Fireworks”. Any device containing chemical elements and chemical compounds capable of burning independently of the oxygen of the atmosphere and producing audible, visual, mechanical, or thermal effects which are useful as pyrotechnic devices or for entertainment. These items include, but are not limited to, devices designated by the manufacturer as fireworks, torpedoes, skyrockets, roman candles, rockets, Daygo bombs, sparklers, party poppers, paper caps, chasers, fountains, smoke

sparks, aerial bombs, and fireworks kits. These terms include both “dangerous fireworks” and “safe and sane fireworks”.

(k) “Fireworks stand”. Any building, counter, or other structure of a temporary nature used in the sale, the offering for sale, or display for sale of “safe and sane fireworks”.

(l) “Fireworks sales permit” or “permit”. A permit issued pursuant to this chapter authorizing the display for sale and the sale of state-approved fireworks.

(m) “Fireworks wholesaler” and “fireworks distributor”. A person, other than an importer, exporter, or manufacturer selling only to wholesalers, who sells fireworks to a retailer or any other person for resale. It also includes any person who sells dangerous fireworks to public display permittees.

(n) “Hearing Officer”. The person appointed by the City manager to serve as the hearing officer for administrative hearings hereunder.

(o) “Issuance” or “Issued”.

1. The preparation and service of an administrative fine citation to a citee in the same manner as a summons in a civil action in accordance with Article III (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedures; or

2. Mailing of administrative fine citation to the citee by certified mail with return receipt, to the address shown on the official records of the County Assessor; or

3. By personally serving the responsible party by personal delivery of the administrative fine citation or by substituted service. Substituted service may be accomplished as follows:

A. By leaving a copy at the recipient’s dwelling or usual place of abode, in the presence of a competent member of the household, and thereafter mailing by First Class Mail, postage pre-paid, a copy to the recipient at the address where the copy was left; or

B. In the event the responsible party cannot be served by First Class Mail, postage pre-paid, or cannot be personally served and has a property manager or rental agency overseeing the premises, substituted service may be made upon the property manager or rental agency or may be affected by posting the property with the administrative fine citation and mailing a copy by First Class Mail, postage pre-paid, or the responsible party in violation at the address of the property where the violation exists.



(p) “Permittee”. An eligible nonprofit organization to which a permit has been issued pursuant to this chapter.

(q) “Person”. Any person, partnership, organization, firm, corporation, association or any combination thereof, or any city, county, city and county, and state, and shall include any of their employees and authorized representatives.

(r) “Principal place of business” and “principal meeting place”. Includes, but is not limited to, a permanent structure, playing field, geographic area, or service population which resides in or is located within the City of Seaside.

(s) “Public display of fireworks”. An entertainment feature where the public is admitted or permitted to view the display or discharge of fireworks, including but not limited to, those defined in this Chapter.

(t) “Responsible Person”. A person who causes a violation of this Chapter to occur or allows a violation to exist or continue, by his or her action or failure to act, or whose agent, employee or independent contractor causes a violation to occur, or allows a violation to exist or continue. There is a rebuttable presumption that the record owner of a residential parcel, as shown on the county’s latest equalized property taxes assessment rolls, and a lessee of a residential parcel has a notice of any violation existing on said property. For purposes of this Chapter, there may be more than one responsible person for a violation. Any person, irrespective of age, found in violation of any provision of this Chapter may be issued a citation in accordance with the provisions of this Chapter. Every parent, guardian or other person, having the legal care, custody or control of any person under the age of 18 years, who knows or responsible should know that a minor is in violation of this Chapter, may be issued a citation in accordance with the provisions of this Chapter, in addition to any citation that may be issued to the offending minor.

(u) “Violation” or “Violates”. Any violation of any provision of this Chapter

#### **8.32.030 General prohibition against possession, use, or sale of fireworks.**

Except as otherwise provided in this chapter, no person shall possess, sell, use, display, explode, or discharge any fireworks within the City of Seaside.

#### **8.32.040 Exception -- Public displays and special events; agricultural and wildlife fireworks; model rockets.**

(a) The display of fireworks shall be permitted as a part of an entertainment feature for which a special event permit has been issued pursuant to Chapter 17.52.040, subsection E.2, of the Seaside Municipal Code and to which the general public or a private group is admitted or invited to attend and is admitted or permitted to enter.

(b) It shall be unlawful for any person to possess, sell, furnish, or give away, or offer or expose for sale, or fire, discharge, or explode, any agricultural and wildlife fireworks within the City of Seaside without first obtaining a permit to do so from the fire chief. The permit shall not be transferable and shall particularly describe the place where agricultural and wildlife fireworks are to be stored, sold, or discharged. Such permit shall be for such length of time as the fire chief shall determine, but in any event, not to exceed twelve months.

(c) The sale, purchase, storage, firing or discharge of model rockets may be allowed by written permit from the fire chief or his/her designee which shall include, but not be limited to, the conditions contained in Title 19 of the California State Administrative Code and any other conditions the fire chief may deem reasonably necessary for the safety and welfare of the public and the community.

\*\*\*\*\*

#### **8.32.050 Exception -- Safe and sane fireworks.**

The sale, display for sale, and use of safe and sane fireworks shall be permitted only during that period beginning at noon on June 28 and ending at 10:00 p.m. July 5 of that same year. It shall be unlawful for any person to sell safe and sane fireworks within the City of Seaside without having first applied for and received a permit from the city as required under this chapter.

#### **8.32.060 Permit to sell safe and sane fireworks -- Application; qualified applicants.**

(a) All eligible nonprofit organizations interested in displaying for sale and in selling safe and sane fireworks must meet all requirements of this chapter and must submit an application to the city in a manner determined by the city manager or his/her designee. All applications for permits to display for sale and to sell safe and sane fireworks shall be in writing and shall be submitted to the city's fire chief or his/her designee on forms supplied by the city. Any eligible nonprofit organization which demonstrates compliance with all applicable requirements and conditions of this chapter shall be deemed a qualified applicant.

(b) An interested eligible nonprofit organization may submit to the city an application for a permit to sell beginning March 1 of each year, or the first business day thereafter, and ending the last business day in April of that same year.

(c) No organization shall submit more than one application. Submittal of more than one application by any organization or an affiliated organization thereof shall be grounds for denial of all applications. The city manager shall have final authority to determine the affiliation of organizations.

(d) Any attempt to transfer an application shall void any and all applications filed by or on behalf of both the transferor and the transferee.

(e) Each application shall be accompanied by a nonrefundable application fee at an amount established by resolution of the city council. The application fee shall be in addition to any fee or tax imposed by any other chapter of the Seaside Municipal Code.

**8.32.070 Limitation on permits to sell safe and sane fireworks; selection of eligible nonprofit organizations.**

(a) Each calendar year, the city shall issue, at the sole discretion of the city council, up to a maximum number of permits not to exceed thirteen. One permit shall be issued to each eligible nonprofit organization selected pursuant to this section.

(b) Of the maximum number of stands/permits allowable in any given year, there shall be two classes of stands/permits: grandfathered and lottery.

1. Grandfathered stands/permits are provided in recognition of the fact that some local service organizations have relied upon Safe and Sane Fireworks sales as a primary source of income for many years.
2. Lottery stands/permits are provided in recognition of the fact that there are other local service organizations that could benefit from the sale of Safe and Sane Fireworks, but are not as dependent upon this source of income.

Grandfathered permits may be established by City Council Resolution. Grandfathered organizations must reapply each year for a permit to sell Safe and Sane Fireworks to retain their grandfathered status. Failure by a grandfathered organization to file complete permit application packets with the City by the required deadlines shall result in loss of their grandfathered status. Failure to abide by City policies and/or fireworks sales requirements, or by any other valid order or requirement issued by the Fire Department, may result in the disqualification for grandfathered status and will be grounds for the organization that previously held grandfathered status subject to the loss of such status.

The number of lottery stands/permits consists of the difference between the maximum number of stands/permits allowed under this ordinance and the number of valid grandfathered stand/permits issued in that year. The number of lottery stand/permits may increase if one or more grandfathered stand/permits are not applied for in accordance with the City requirements. Lottery stand/permits shall be granted by lottery drawing held by the City Clerk no later than May 15 of each year. Organizations selected by a lottery shall be notified by the City Clerk following the results of the drawing. Notice of lottery drawing date and location shall be provided by the City Clerk by notice posted on the City's website or placed in a daily newspaper having wide spread circulation of the City of Seaside and by mail to those nonprofit organizations who have applied for a lottery stand/permit that year. Lottery stand/permits do not become grandfathered stand/permits

stand/permit that year. Lottery stand/permits do not become grandfathered stand/permits the following year. A holder of a lottery stand/permit in a particular year is not guaranteed the lottery stand/permit the following year.

(c) Two or more eligible nonprofit organizations from the same priority category may jointly submit an application to the city pursuant to Section 8.32.060 and may jointly receive a permit to sell fireworks pursuant to this chapter.

(d) The city's fire marshal or his/her designee shall issue permits to those eligible nonprofit organizations that have submitted a conforming and timely application. Selection shall be made at random from among all those eligible nonprofit organizations which have submitted conforming and timely applications. The fire chief or his/her designee shall notify selected organizations in writing no later than May 15 of each year.

(e) Permits issued pursuant to this section are valid only during the calendar year issued.

(f) Permits are not transferrable to any other person or organization.

(g) Prior to the issuance of a permit pursuant to this Chapter, and in addition to those other requirements set forth in this Chapter or on the permit application; in order for a permit to be issued, a qualified nonprofit organization shall demonstrate compliance with all of the following:

1. On a form provided by the City, set forth the proposed location of the fireworks stand; the name, address and telephone number of one or more responsible adults who will be in charge of and responsible for the fireworks stand during the period fireworks are sold, displayed or stored at such location; and written permission from the owner of record and/or lessor and/or management company of the property upon which said fireworks stand is proposed to be located;
2. A copy of the requisite retail sales permit issued by the Office of the California State Fire Marshal;
3. Evidence of a temporary sales tax permit from the California State Board of Equalization;
4. Payment of the permit/license fee at the amount established by resolution of the City Council;
5. Throughout the term of a permit issued pursuant to this Chapter, each permittee shall pay for and maintain in full force and effect policies of insurance in a form and amount and with coverage types required by the City. The policies of insurance shall name the City, its officers, officials, agents, and employees as additional insureds.

### **8.32.080 Operator safety seminar.**

Each year, one or more representative from each organization that is issued a permit to display for sale or to sell safe and sane fireworks shall attend a stand operator safety seminar conducted by the City of Seaside Fire Department and each of the fireworks wholesalers operating in Seaside that year. The failure of an organization to have a representative of the organization attend the seminar shall result in the revocation of the permit and the disallowance to display for sale or to sell safe and sane fireworks.

### **8.32.090 Operation of fireworks stand.**

(a) No person shall sell any fireworks to any person under the age of eighteen years.

(b) The sale of safe and sane fireworks pursuant to a permit issued under this chapter shall begin no earlier than noon on June 28 and shall not continue after 10:00 p.m. on July 5 of the same year. The sale of safe and sane fireworks shall be permitted only from 9:00 a.m. to 10:00 p.m. daily, except June 28 when the hours shall be from twelve noon to 10:00 p.m.

(c) No person other than the permittee organization or corporation shall operate the stand for which the permit is issued or share or otherwise participate in the profits of the operation of such stand.

(d) No person other than the individuals who are members or volunteers of the permittee organization or the spouses, significant others, parents or adult children of such members shall sell or otherwise participate in the sale or display of safe and sane fireworks at such fireworks stand.

(e) No person under the age of eighteen shall sell or participate in the sale of safe and sane fireworks or be in the fireworks stand and there shall be at least one supervisor, twenty-one years of age or older on duty at all times.

(f) No person shall be paid any consideration by the permittee organization or any wholesale distributor of safe and sane fireworks for selling or otherwise participating in the sale of fireworks at such stand; provided, however, that compensation may be paid for security personnel during non-sale hours and to the party authorizing location of the stand on its property. The fire marshal or fire chief may revoke the fireworks storage permit of any wholesale distributor violating the terms of this section.

### **8.32.100 Fireworks stands.**

All retail sales of safe and sane fireworks shall be permitted only from within a fireworks stand. The sale from any other building, structure or location is prohibited. Fireworks stands shall be subject to the following provisions:

(a) No fireworks stand shall be located within thirty feet of any adjacent building or within one hundred feet of any gasoline pump or distribution point.

(b) Fireworks stands may be located on paved or unpaved surfaces, subject to the approval of the Seaside Fire Department and the Community Planning and Development Department.

(c) Fireworks stands need not comply with the provisions of the building code of the city; provided, however, that all stands shall be erected under the supervision of the city's inspectors, who shall require that stands be constructed in a manner which will reasonably insure the safety of attendants and patrons; and provided further that any electrical installations shall comply with all applicable codes. The permittee shall be responsible for the full costs associated with any inspections conducted by the city's inspectors and the permittee shall fully reimburse the city for all of its costs incurred in association with such inspections. The permittee shall make payment in full to the city within ten days of receipt of the invoice. Nonpayment shall prohibit the permittee from obtaining permits for subsequent years until the invoice is paid in full.

(d) A twenty five-foot area surrounding the fireworks stand must be cleared of dried vegetation and must be maintained.

(e) No fireworks stand shall be located closer than ten feet from any public roadway unless the rear of the fireworks stand is positioned against a curb that faces the primary use on that parcel and the fireworks stand is positioned to allow for the safe use of the parking lot and to allow for the free flow of vehicular and pedestrian traffic throughout the parcel. Fireworks stands may only be placed on a commercial, mixed use, or industrial zoned parcel and in a location which otherwise meets the approval of the Seaside Fire Department and Community Planning and Development Department.

(f) If a fireworks stand is going to use electric lights the wiring must be properly installed and will be subject to inspection by the City of Seaside Fire Department and/or Building Department. Open splices are prohibited and all wiring must be protected from physical damage and weather. Exposed light bulbs shall be protected with covers, cages or screens. Nothing in this chapter shall preclude or prohibit the use of battery-operated lights in and around a fireworks stand.

(g) No fireworks stand shall have a floor area in excess of seven hundred fifty square feet.

(h) Each fireworks stand shall have a least two exits. Each stand in excess of forty feet in length shall have at least three exits spaced approximately equidistant apart; provided, however, that in no case shall the distance between exits exceed twenty-four feet apart. Exit doors shall not be less than twenty-four inches wide and six feet in height and shall swing in the direction of exit travel.

(i) Each fireworks stand shall be provided with at least one approved pressurized "water type" (minimum rating 2A) fire extinguisher with an up-to-date inspection tag that shows the fire extinguisher has been serviced within the past year.

(j) All fireworks stands shall be disassembled and removed no later than July 8 at 5:00 p.m.

(k) All fireworks stands are subject to daily inspection by the fire chief or his/her designee and the permittee shall be responsible for the costs incurred by the city in such inspections at the rates and amounts established by resolution of the city council. Other than the initial inspections, the permittee shall not be responsible for the cost of additional inspections unless probable cause existed necessitating the inspection(s) in the first place. The city will invoice the permittee for the full costs of inspection incurred by the city during the term the fireworks stand is in operation. The permittee shall make payment in full to the city within ten days of receipt of the invoice. Nonpayment shall prohibit the permittee from obtaining permits for subsequent years until the invoice is paid in full.

#### **8.32.110 General requirements for permittees.**

(a) Fireworks stands shall not be located closer than six hundred feet apart, unless separated by a street, roadway or building.

(b) All weeds and combustible material shall be cleared from the location of the fireworks stand to a distance of at least twenty-five feet surrounding the fireworks stand.

(c) All trash and debris resulting from the operation of the fireworks stand must be removed on a daily basis.

(d) "NO SMOKING" signs shall be prominently displayed on all sides of the fireworks stand, in both English and Spanish. Each sign shall have the words "NO SMOKING" in red letters not less than two inches in height with a minimum one-half-inch stroke.

(e) No fuel-powered generator or similar equipment shall be allowed within fifty feet of a fireworks stand.

(f) When the stand is not being used for sale and/or display of fireworks, a reinforced, heavy metal, fully-enclosed container, similar to a SAWDOC, walk-in type drop box or its equivalent, as approved by the fire chief or his/her designee, may be used to store fireworks.

(g) Each fireworks stand must post its City of Seaside permit, its temporary sales tax permit, and its state fire marshal retail sales permit and proof of their required insurance in a prominent place inside the fireworks stand.

(h) All unsold stock of fireworks held by the permittee after 10:00 p.m on July 5 shall be immediately stored in the container referenced in Section 8.32.110(f) above and picked up by the fireworks wholesaler within 72 hours thereafter.

#### **8.32.120 Revocation of permit.**

(a) The city fire chief or his/her designee or the city fire marshal or his/her designee may revoke, immediately and without notice or hearing, the permit of any permittee who violates any provision of this chapter. In the event of any such revocation the permittee must immediately cease operations and shall no longer display for sale or sell any fireworks. Any permittee whose permit has been revoked shall be prohibited from applying for or from receiving a permit under this chapter for a period of two years from the date of revocation.

(b) Any revocation made pursuant to this section may be appealed by the permittee to the city manager on the next business day following such revocation. The city's fire chief and/or fire marshal or his/her designee shall provide the city manager with written notice of the revocation, including the name of the permittee and a brief statement on the grounds for revocation. The city manager shall consider the appeal at his/her earliest convenience and may, in his/her sole discretion, meet with the permittee to review the revocation and may, in his/her discretion, support or overturn the revocation. The city manager's decision shall be final and dispositive of the matter. In the event the city manager overturns the revocation the permittee may immediately operations pursuant to the originally issued permit and shall remain eligible for participation in the next year's application selection process.

#### **8.32.130 Seizure of Fireworks.**

The fire chief or the fire marshal may seize, take, remove, or cause to be removed, at the expense of the permittee or owner thereof, all stocks of fireworks displayed or available for sale, stored, or held in violation of this chapter.

#### **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 4<sup>th</sup> 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 17<sup>th</sup> through July 16<sup>th</sup> 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 17<sup>th</sup> through July 16<sup>th</sup>, 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.

#### **8.32.160 Wholesale storage of safe and sane fireworks.**

(a) Wholesale storage of California State Fire Marshal listed safe and sane fireworks may be allowed under the provisions of this section and chapter. All wholesale storage facilities or buildings shall conform to the applicable building and fire codes of the City of Seaside.

(b) An annual storage permit shall be required from the Seaside Fire Department for the wholesale storage of fireworks. The annual storage permit shall be annually renewable, subject to inspection clearance by the Seaside Fire Department. The fee for such permit shall be established by resolution of the city council.

(c) All wholesale storage facilities or buildings are subject to daily inspection by the Seaside Fire Department. The city will invoice the wholesale storage permittee for the full costs of inspection incurred by the city during the term the location is in use. The permittee shall make payment in full to the city within ten days of receipt of the invoice. Nonpayment shall prohibit the permittee from obtaining permits for subsequent years until the invoice is paid in full.

#### **8.32.170 Fireworks wholesaler public education plan.**

Each fireworks distributor and fireworks wholesaler which is supplying one or more of the permittees under this chapter shall annually submit a public education plan to the City of Seaside by no later than 5:00 p.m. on June 1. Each public education plan shall outline the public safety and education efforts that the fireworks distributor or fireworks wholesaler has or intends to initiate, support, and/or deliver within the City of Seaside prior to and during the dates during which fireworks may be sold, displayed for sale, and used within the City of Seaside. At a minimum each public education plan shall consist of the distribution with each sale of safe and sane fireworks of two fireworks educational brochures prepared by the state fire marshal's office, and not less than one thousand dollars worth of public service announcements broadcast on local television, and bearing the fireworks wholesaler's name, on the safe and responsible use of safe and sane fireworks. Each public education plan should at least include samples of all the materials and the extent of distribution of all of the safety and education materials identified in that fireworks distributor or fireworks wholesaler's public education plan.

#### **8.32.180 Manufacture of fireworks prohibited.**

No person, firm, or corporation shall manufacture fireworks of any type within the City of Seaside.

#### **8.32.190 Administrative fines and penalties.**

(a) Any violation of this chapter shall be a misdemeanor.

(b) Any person or entity who possesses, uses, stores, sells, and/or displays safe and sane fireworks on or at dates, times, and/or locations other than those permitted under this chapter are subject to an administrative fine, together with all costs of enforcement, of not less than one thousand dollars for each such offense. Administrative fines shall be subject to the procedures established in Title 2 of chapter 2.56 of the Seaside Municipal Code.

(c) The remedies set forth in this Chapter are in addition to all other legal and equitable remedies, administrative, criminal or civil, that may be pursued by the city to address violations of this chapter including, as an alternative to the issuance of an administrative fine pursuant to this section, and in his or her sole discretion, the city attorney may criminally prosecute a violation of this chapter.

(d) The imposition of administrative fines under this section related to the use, possession, sale, or display for sale of dangerous fireworks shall be limited to persons who possess, sell, use, and/or display, or the seizure of, less than twenty-five pounds of dangerous fireworks measured by gross weight. Any person or entity who possesses, uses, stores, sells, and/or displays less than twenty-five pounds of dangerous fireworks are subject to an administrative fine, together with all costs of enforcement, of not less than one thousand dollars for each such offense.

(e) Administrative fines collected pursuant to this section and related to dangerous fireworks shall not be subject to the restrictions of California Health and Safety Code section 12500-12759; however, the city shall provide cost reimbursement to the state fire marshal pursuant to regulations adopted by the state fire marshal addressing the state fire marshal's cost for the transportation and disposal of dangerous fireworks seized by the city, which costs will be part of any administrative fine imposed. Unless and until said regulations have been adopted, the city shall hold in trust two hundred fifty dollars, or twenty-five percent of administrative fine collected, to cover the cost reimbursement to the state fire marshal for the cost of transportation and disposal of the dangerous fireworks.

(f) Because of the serious threat of fire or injury posed by the use of "Dangerous Fireworks" that can result from persistent or repeated failures to comply with the provisions of this code and the effect of such conditions or activities on the safety and the use and enjoyment of surrounding properties and to the public health, safety and welfare, this Chapter imposes strict civil liability upon the owners of residential real property for all violations of this code existing on their residential real property. Each contiguous use, display and/or possession shall constitute a separate violation and shall be subject to a separate administrative fine.

#### **8.32.200 Concurrent authority.**

This chapter is not the exclusive regulation of fireworks within the city. It shall supplement and be in addition to other state, local, or federal laws, regulations, or ordinances and any other legal entity or agency having jurisdiction.

#### **8.32.210 Fees deemed debt to the city.**

The amount of any fine, fee, cost or charge imposed by this Chapter shall be deemed a debt to the city that is recoverable in any court of competent jurisdiction.

### **Section 3. SEVERABILITY.**

- A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and

shall continue in full force and effect. To this end, provisions of this Ordinance are severable.

- B. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

Section 4. EFFECTIVE DATE.

This Ordinance shall become effective thirty (30) days after its final passage and adoption.

**INTRODUCED** by the City Council of the City of Seaside on the 20th day of March, 2014.

**PASSED AND ADOPTED** by the City Council of the City of Seaside this 3rd day of April, 2014, by the following roll call vote:

|          |   |                 |                                             |
|----------|---|-----------------|---------------------------------------------|
| AYES:    | 5 | COUNCIL MEMBERS | Alexander, Edwards, Oglesby, Pacheco, Rubio |
| NOES:    | 0 | COUNCIL MEMBERS | None                                        |
| ABSENT:  | 0 | COUNCIL MEMBERS | None                                        |
| ABSTAIN: | 0 | COUNCIL MEMBERS | None                                        |

APPROVED:

  
\_\_\_\_\_  
Ralph Rubio, Mayor

ATTEST:

  
\_\_\_\_\_  
Lesley E. Milton, City Clerk



**CITY OF SEASIDE FIRE DEPARTMENT  
2017 APPLICATION FOR PERMIT TO SELL FIREWORKS**

**Application Deadline: April 28, 2017 2:00 PM NO EXCEPTIONS!**

Submit Completed Application to:

Seaside Fire Department  
1635 Broadway Avenue, Seaside CA 93955

*Attach separate sheet if necessary*



*Check the box that applies:*

☐ **Grandfather Status**

☒ **Lottery**

PLEASE PRINT OR TYPE

NAME OF ORGANIZATION: CENTRAL COAST BOMBERS

ORGANIZATION'S PHYSICAL ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

MAILING ADDRESS: 18 WESTMINSTER SEASIDE CA

Note: All correspondence will be sent to this address. Please be certain that this is an address that your organization's principal contact person has access.

PURPOSE OF ORGANIZATION: Baseball Team

\_\_\_\_\_  
\_\_\_\_\_

**PRINCIPAL OFFICERS:**

NAME: RICHARD MIRAMONTES TITLE: PRESIDENT

NAME: CORINNA MIRAMONTES TITLE: SECRETARY

NAME: VINCE CIANDRO TITLE: MANAGER



**CONTACT PERSON:**

NAME: RICHARD P Miramintes PHONE: 831-760-6052

ADDRESS: 18 WESTMINSTER CA SEASIDE 93955

DATE ESTABLISHED IN SEASIDE: 2012

TAX EXEMPT STATUS: GOOD STANDING

Copies of IRS 501.C.3 Letter of Certification, Franchise Tax Board Certificate, or other **proof of non-profit status** must be attached and included at the time the application packet is submitted.

PROPOSED STAND LOCATION: Mals Market 1264 Noche Buena

**STAND LOCATION PROPERTY OWNER:**

NAME: DENNIS VOLK PHONE: 831-394-1881

ADDRESS: 1264 Noche Buena

An original letter from the property owner stating that a fireworks booth is allowed on the property must be included at the time the application is submitted.

DATE SALES TO BEGIN: 6-28-17 DATE SALES TO END: 7-6-17

Fireworks may only be sold from noon on June 28<sup>th</sup> until noon on July 6<sup>th</sup> and only between the hours of 8:00 AM and 10:00 PM.

**FIREWORKS SUPPLIER:**

NAME OF SUPPLIER: AMERICAN PROMOTIONAL EVENTS DBA

ADDRESS: 555 N GILBERT AVE FULLERTON CA 92833 TNT FIREWORKS

CONTACT PERSON: NAME: MILTON BROUSSARD PHONE: 916-784-3473

IS A COPY OF THE STATE FIRE MARSHAL RETAIL FIREWORKS LICENSE ATTACHED?

YES X NO       

The original State Fire Marshal Retail Fireworks License must be available and posted in the stand at the time of the Fire Department Inspection or the fireworks permit will not be issued.

I shall indemnify, defend and hold harmless the City of Seaside, its officers, officials, agents and employees from, and against any and all liability, loss, damage, expense, cost (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the sale of fireworks by the applicant organization or its failure to comply with any of its obligations set forth in the City resolutions, regulations, orders or otherwise required by the City, except such loss or damages caused by the active negligence, sole negligence, or willful misconduct of the City.

SIGNATURE:  DATE: 4-26-17

APPLICATION SUBMITTED BY:

NAME: RICHARD Minamontes PHONE: 831-760-6052

ADDRESS: \_\_\_\_\_

TO THE BEST OF MY KNOWLEDGE, ALL THE INFORMATION PROVIDED IS TRUE AND CORRECT:

SIGNATURE:  DATE: 4-26-17

OFFICIAL USE ONLY

|                                 |          |                 |
|---------------------------------|----------|-----------------|
| Application Fee:                | \$161.00 | Receipt # _____ |
| Fire Department Inspection Fee: | \$161.00 | Receipt # _____ |
| Clean Up Deposit:               | \$100.00 | Receipt # _____ |
| Total Due:                      | \$422.00 | Receipt # _____ |

TOTAL AMOUNT RECEIVED: \_\_\_\_\_ Received by: \_\_\_\_\_

Application Received: Date: 4/26/17 Time: 10:00 AM  
Received by: Name: M. Falarca Title: OFFICE ASSISTANT





- SECRETARY OF STATE
- ELECTIONS & VOTER INFO
- CAMPAIGN FINANCE
- CALIFORNIA BUSINESS PORTAL
- ARCHIVES & MUSEUM
- OTHER SERVICES
- HOME
- SITE SEARCH
- CONTACT US

## Results Detail

Last statement filed on: 4/2/2014

| Corporation                  |                              |                |
|------------------------------|------------------------------|----------------|
| CENTRAL COAST BOMBERS INC.   |                              |                |
| Number: C3643421             | Incorporation Date: 2/3/2014 | Status: Active |
| Jurisdiction: CA             | Type: Domestic Nonprofit     |                |
| Address                      |                              |                |
| 18 WESTMINSTER ST.           |                              |                |
| SEASIDE, CA 93955            |                              |                |
| Agent For Service Of Process |                              |                |
| NICOLE C RUSSO               |                              |                |
| 9 ENCINA AVE.                |                              |                |
| MONTEREY, CA 93940           |                              |                |

Please review this information to determine if you have located the correct corporation.

[Search Results](#)
[Continue Filing](#)
[New Search](#)

Cory,

I had Glenda, my Admin Assistant, look into your non-profit status. She found the attached on the California Secretary of State's website. It states that Central Coast Bombers is a "Domestic Nonprofit" with "Active" status. We think the reason it is not showing up to date on the Franchise Tax Board's website because Nicole Russo is still showing as the agent of Central Coast Bombers. The agent has not been updated to show you or Rich as the Agent of Process. They may have sent info to her to on info that needs to be filed on a regular basis, and you have not gotten it. My recommendation would be to show the attached to Melissa, ask if this will do for this year, then contact the Secretary of State's office (number on the website) to update this info to update your status with the Franchise Tax Board. Remember, you are dealing with the State of Cal and updating this info with Franchise Tax Board may take some time.

Let me know what happens.

**Milton Broussard- Area Manager**  
**TNT Fireworks**  
C- [\(916\) 704-3473](tel:9167043473)



**From:** Glenda Hernandez [mailto:[ghtntfireworks@gmail.com](mailto:ghtntfireworks@gmail.com)]  
**Sent:** [Wednesday, April 26, 2017 10:19 AM](#)  
**To:** Milton Broussard <[BroussardM@tntfireworks.com](mailto:BroussardM@tntfireworks.com)>  
**Subject:** Central Coast

--  
**Glenda Hernandez**  
American Promotional Events, Inc.  
1780 Whipple Road #103  
Union City, CA. 94587  
510/ [489-1559](tel:4891559)  
FAX 510/ [489-1726](tel:4891726)

**From:** Milton Broussard <BroussardM@tntfireworks.com>

**To:** bifabi <bifabi@aol.com>; richardmph <richardmph@sbcglobal.net>

**Subject:** Seaside Fireworks Application Info

**Date:** Wed, Apr 5, 2017 12:33 pm

**Attachments:** 2017 Property Permission Form- Mal's Market.pdf (234K), BOE Sellers Permit- Central Coast Bombers.pdf (150K), CNM1264- Central Coast Bombers.pdf (27K), CNM1264- Central Coast Bomberz- Endorcement.pdf (84K), SFM- Central Coast Bombers.pdf (406K), CNM1264- Mal's Market- Central Coast Bombers.pdf (600K), Checklist - ENGLISH.pdf (13K), 2017 Fireworks- Application #FW1.pdf (30K)

Cory & Richard,

Attached are the following that you will need to apply for your City Permit:

City of Seaside Application Checklist

City of Seaside Application

Property Permission Form- Mal's Market

BOE Seller's Permit

Certificate of Insurance

Insurance Endorsement

State Fire Marshal License (SFM)

Site Plan (for your records, don't think the City will need this)

Just a reminder that the application deadline is **Friday, April 28<sup>th</sup> at 2pm.**

I will see you on Saturday, 4/8 at 11:00am at the Oldemeyer Center for our annual meeting. Let me know if there is anything else you need?

Sincerely,

**Milton Broussard- Area Manager**

**c- (916) 704-3473**

**fax- (510) 489-1726**





City Seaside

TO WHOM IT MAY CONCERN:

Permission is hereby granted to Central Coast Bombers and

American Promotional Events, INC for the exclusive right to use the property located at

Mal's Market

1264 Noche Buena Street

Seaside, CA 93955

For their 2017 2018 2019 Fireworks stand.  
(Please initial each year permission is authorized)

It is understood that this sale will be conducted in accordance with all City, County and State Regulations.

Signature: Dennis Volk

Print Name: Dennis Volk

Dated this 11-7-16 day of 7, 20 16

Location Number: CNR4506

Property Owner: Mal's Market

Property Owner address: 1264 Noche Buena Street

Email Address: \_\_\_\_\_

Business Phone: (831) 394-1881

Business Fax: 11

Cell Phone: 831-402-1305

American Promotional Events, INC. 781 Broadway  
1726 Webster Street Suite 218, Mission Viejo, CA 92692  
Office: (949) 459-1556 Fax: (949) 459-1726  
www.tntfireworks.com



CALIFORNIA STATE BOARD OF EQUALIZATION

# TEMPORARY SELLER'S PERMIT

Valid 06/26/2017 through 07/06/2017



ACCOUNT NUMBER

SR GHC 103-056521

CENTRAL COAST BOMBERS BASEBALL  
1264 NOCHE BUENA ST  
SEASIDE, CA 93955-5425

**NOTICE TO PERMITTEE:**  
You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO **SALES AND USE TAX LAW** TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.

**For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711).  
For information on your rights, contact the Taxpayers' Rights Advocate office at 1-888-324-2798 or 1-916-324-2798.**

BOE-442-ST REV. 5 (11-14)

## A MESSAGE TO OUR NEW PERMIT HOLDER

**As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:**

- Visiting our website at [www.boe.ca.gov](http://www.boe.ca.gov)
- Visiting a field office
- Attending a Basic Sales and Use Tax Law class offered at one of our field offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (TTY:711)

**As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,**

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California State Board of Equalization (BOE)
- You are responsible for following the regulations set forth by the BOE

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a BOE representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a BOE office, or giving it to a BOE representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the BOE, please contact the Taxpayers' Rights Advocate office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

**Please post this permit at the address for which it was issued and at a location visible to your customers.**

CALIFORNIA STATE BOARD OF EQUALIZATION  
Sales and Use Tax Department





# CERTIFICATE OF LIABILITY INSURANCE

11/1/2017

DATE (MM/DD/YYYY)

10/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                          |                                                       |  |
|------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|--|
| <b>PRODUCER</b><br>Lockton Companies<br>3280 Peachtree Road NE, Suite #250<br>Atlanta GA 30305<br>(404) 460-3600                         | <b>CONTACT NAME:</b>                                  |  |
|                                                                                                                                          | <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b>    |  |
| <b>INSURED</b><br>1359629 American Promotional Events, Inc.<br>DBA TNT Fireworks, Inc.<br>555 North Gilbert Avenue<br>Fullerton CA 92833 | <b>E-MAIL ADDRESS:</b>                                |  |
|                                                                                                                                          | <b>INSURER(S) AFFORDING COVERAGE</b>                  |  |
|                                                                                                                                          | <b>INSURER A:</b> Everest Indemnity Insurance Company |  |
|                                                                                                                                          | <b>INSURER B:</b>                                     |  |
|                                                                                                                                          | <b>INSURER C:</b>                                     |  |
|                                                                                                                                          | <b>INSURER D:</b>                                     |  |
| <b>INSURER E:</b>                                                                                                                        |                                                       |  |
| <b>INSURER F:</b>                                                                                                                        |                                                       |  |
| <b>NAIC #</b><br>10851                                                                                                                   |                                                       |  |

**COVERAGES****CERTIFICATE NUMBER:** 12885018**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                          | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: | Y         | N        | SI8GL00242-161 | 11/1/2016               | 11/1/2017               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                    |           |          | NOT APPLICABLE |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX                                             |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                                                         |           |          | NOT APPLICABLE |                         |                         | EACH OCCURRENCE \$ XXXXXXXX<br>AGGREGATE \$ XXXXXXXX<br>\$ XXXXXXXX                                                                                                                                                                            |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input type="checkbox"/> N/A                                                                                          |           | N/A      | NOT APPLICABLE |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$ XXXXXXXX<br>E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX<br>E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX                                                    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: Property located at 1264 Noche Buena Street in Seaside, CA 93955 (Loc# CNM1264). Central Coast Bombers, Inc. / The City of Seaside and/or Volunteers / Dennis Volk / Butlong, Inc. / The above listed are Additional Insured with respect to General Liability policy as required by written contract subject to policy terms, conditions and exclusions.

**CERTIFICATE HOLDER****12885018**The City of Seaside  
440 Harcourt Avenue  
Seaside CA 93955**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s)                                             | Location(s) Of Covered Operations                                                                       |
|--------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| The City of Seaside<br>440 Harcourt Avenue<br>Seaside, CA 93955                                        | Property located at the lot located at<br>1264 Buena Noche Street<br>Seaside, CA 93955<br>(Loc#CNM1264) |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                                                                                         |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III- Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.





Index 5942  
PCA 59420  
Source Code 125700-06

OFFICE OF THE STATE FIRE MARSHAL  
RETAIL FIREWORKS LICENSE APPLICATION  
(Print or Type)

Complete and return all copies to the office nearest stand location with the required fee of \$50.00.  
**APPLICATIONS MUST BE RECEIVED PRIOR TO JUNE 15 OF THE CURRENT YEAR.**

1131 S Street  
Sacramento, CA 95811  
(916) 445-8373

RETAIL FIREWORKS LICENSE

|                      |                                  |
|----------------------|----------------------------------|
| Licensee             | Central Coast Bombers            |
| Stand Location       | 1264 Buena Noche Street          |
| City, State & Zip    | Seaside, CA 93955                |
| County               | MOnterey                         |
| LOCAL CONTACT PERSON |                                  |
| Name                 | Cory Miramontes/Milton Broussard |
| Phone                | (916) 704-3473                   |

-Notice-  
COPY OF THIS NOTICE MUST BE POSTED AT STAND  
WITH A COPY OF THE LOCAL PERMIT

A validated license has been issued to this organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, JUNE 28 to NOON, JULY 6, of the year indicated. **NOTE:** Retail licensees are required to be at least 21 years of age, employees of fireworks stands must be at least 18 and fireworks may not be sold to anyone under the age of 16.

MAILING ADDRESS OF LICENSEE

|                   |                            |
|-------------------|----------------------------|
| Name              | Central Coast Bombers      |
| Address           | C/O 1780 Whipple Road #103 |
| City, State & Zip | Union City, Ca 94587       |



*Milton Broussard*  
Signature of Applicant

FIRE AUTHORITY HAVING JURISDICTION

|                   |                         |
|-------------------|-------------------------|
| Fire Dept.        | Seaside Fire Department |
| Address           | 1635 Broadway Ave.      |
| City, State & Zip | Seaside, CA 93955       |

Signature of Applicant

2/23/17  
Date



**Mal's Market- CNM1264  
1264 Buena Noche Street & Wanda Avenue (SEC)  
24' Stand**

