



AMENDED AGENDA

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, July 20, 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. **PROCLAIM JULY 2017 AS PARKS AND RECREATION MONTH IN THE CITY OF SEASIDE**

PURPOSE: To declare July 2017 as Parks and Recreation month in the City of Seaside.

RECOMMENDATION: That the City Council present the Parks and Recreation Commission with the Proclamation proclaiming July 2017 as Parks and Recreation Month in the City of Seaside.

8. CONSENT CALENDAR

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

A. APPROVE MINUTES OF JULY 6, 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 June 24, 2017 through July 7, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of July 6, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,138,280.27.

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

C. MAINTENANCE SERVICES AGREEMENT WITH HOPE SERVICES.

PURPOSE: The purpose of this item is to consider approving the Maintenance Services Agreement with HOPE Services (HOPE) to help maintain City parks and public areas.

RECOMMENDATION: It is recommended that the City Council adopt a resolution approving the renewal of the Maintenance Services Agreement with HOPE for an amount not to exceed Seventy-Three Thousand, Five Hundred and Fourteen Dollars (\$73,514.00) and to authorize the City Manager to execute the agreement.

D. APPROVE A FEE WAIVER REQUEST FROM NARCOTICS ANONYMOUS FOR THE USE OF LAGUNA GRANDE HALL FOR A WOMEN'S BRUNCH

PURPOSE:

The purpose of this item is for City Council to consider the request from Narcotics Anonymous to waive fees associated with their Women's Brunch on November 04, 2017.

RECOMMENDATION:

Staff recommends approving the following:

1. 50% reduction in room rental fees.
2. Organization to provide insurance coverage.
3. Organization to pay only the non-refundable portion of the facility maintenance deposit.

E. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM BETHEL BAPTIST CHURCH

PURPOSE: The purpose of this agenda item is for the City Council to consider a Three Thousand Dollars (\$3,000) request from Bethel Baptist Church Faith-Based Program for a donation from the Mayor's Youth Fund to help cover the cost for a trip to Great America

Amusement Park in July for youth participants.

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

F. APPROVAL OF A RESOLUTION ADOPTING MEMORANDA OF UNDERSTANDING WITH THE SEASIDE POLICE OFFICERS' ASSOCIATION AND THE SEASIDE FIREFIGHTERS' ASSOCIATION

PURPOSE: The purpose of this item is to request City Council approval of a resolution adopting the Memoranda of Understanding with the Seaside Police Officers' Association and the Seaside Firefighters' Association

RECOMMENDATION: It is recommended that the City Council approve the resolution adopting the Memoranda of Understanding with the Seaside Police Officers' and Seaside Firefighters' Associations.

G. CONSIDER RESOLUTION APPROVING THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC) AGREEMENT FOR THE ALLOCATION OF FUNDING FOR THE PERIOD OF MARCH 2017 THROUGH MARCH 2020 AS APPROVED BY THE TAMC BOARD OF DIRECTORS

PURPOSE: The purpose of this item is to have the City Council approve an agreement between the Transportation Agency for Monterey County (TAMC) and the City of Seaside for the allocation of funding for the period of March 2017 through March 2020 as approved by the Transportation Agency Board of Directors.

RECOMMENDATION: It is recommended that the City Council adopt a resolution approving the Transportation Agency for Monterey County (TAMC) Agreement for the allocation of funding for the period of March 2017 through March 2020 as approved by the Transportation Agency Board of Directors and authorize the City Manager to execute the agreement.

H. APPROVE RESOLUTION ADOPTING THE UPDATED BOARDS, COMMISSIONS AND COMMITTEES HANDBOOK

PURPOSE: To adopt a resolution formalizing the Boards, Commissions and Committees appointment process and Commissions authority as outlined in the updated Boards, Commissions and Committees Handbook.

RECOMMENDATION: That the City Council approve a Resolution adopting the handbook as presented.

I. CONSIDER RESOLUTION TO MODIFY THE CITY OF SEASIDE EXPENSE AND USE OF PUBLIC RESOURCES POLICY

PURPOSE: The purpose of this item is to give the City Council an opportunity to review and consider approval of a resolution to modify the City of Seaside "Expense and Use of Public Resources Policy" to include the reimbursement of actual family care expenses incurred in the performance of official duties.

RECOMMENDATION: It is recommended that the City Council adopt the attached resolution to modify the City of Seaside "Expense and Use of Public Resources Policy" to include the reimbursement of actual family care expenses incurred in the performance of

official duties.

J. RESOLUTION APPROVING CORRECTED APPROPRIATIONS LIMIT CALCULATIONS FOR THE 2015-2016, 2016-2017 AND THE 2017-2018 FISCAL YEARS

PURPOSE: It is requested that the City Council consider and adopt a resolution approving the correction of the 2015-2016, the 2016-2017, and the 2017-2018 Appropriations Limit calculations.

RECOMMENDATION: It is recommended that the City Council adopt a resolution approving the correction of the 2015-2016, the 2016-2017, and the 2017-2018 Appropriations Limit calculations.

K. RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE BOARD OF EQUALIZATION TO ALLOW CERTAIN EMPLOYEES AND CONSULTANTS ACCESS TO THE CITY'S NEW TRANSACTION TAX CONFIDENTIAL INFORMATION

PURPOSE: The purpose of this item is provide the City Council an opportunity to review, consider and approve a resolution approving an agreement with the State Board of Equalization authorizing certain employees and consultants access to the City's new transaction tax confidential information.

RECOMMENDATION: It is recommended that the City Council adopt the resolution approving the agreement with the State Board of Equalization authorizing certain employees and consultants access to the City's new transaction tax confidential information.

9. PUBLIC HEARING

A. APPROVE SECOND READING OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 2.44, PERSONNEL REGULATIONS, TO THE CODIFY THE CITY'S ESTABLISHED PERSONNEL SYSTEM AND CURRENT PRACTICES AND UPDATING CHAPTERS 3 REVENUE AND FINANCE AND CHAPTER 5 BUSINESS LICENSE AND REGULATIONS CORRECTING ERRORS, OMISSIONS AND LEGAL CONFLICTS IDENTIFIED DURING MUNICIPAL CODE CODIFICATION AND UPDATING INCONSISTENCIES WITH CURRENT LEGISLATION OR ORGANIZATIONAL BEST PRACTICES

PURPOSE: The purpose of this Ordinance is to conduct a Second Reading of the proposed ordinance amending Chapter 2 Administration and Personnel of the Seaside Municipal Code to codify the City's established personnel system and current practices and to update Chapters 3 Revenue and Finance and Chapter 5 Business License and Regulations to incorporate recommended changes identified through the Municipal Code Codification process and legal review.

RECOMMENDATION: It is recommended that the City Council open a public hearing to receive comments on the proposed Ordinance and approve the second reading of the attached Ordinance modifying the City's Municipal Code as presented.

10. BUSINESS ITEMS

A. CONSIDER A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT WITH VERDE DESIGN INC. FOR AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTEEN THOUSAND SIX HUNDRED SEVENTY FOUR DOLLARS (\$217,674) TO DESIGN ADA IMPROVEMENTS AND PROVIDE PRELIMINARY DESIGN DOCUMENTS FOR CUTINO PARK

PURPOSE: The purpose of this item is to have the City Council consider a professional services agreement with Verde Design Inc. for an amount not to exceed Two Hundred Seventeen Thousand Six Hundred Seventy Four Dollars (\$217,674) to design ADA improvements and provide preliminary design documents for the improvements at Cutino Park.

RECOMMENDATION: It is recommended that the City Council adopt the resolution authorizing the City Manager to execute a professional services agreement with Verde Design Inc. for an amount not to exceed Two Hundred Seventeen Thousand Six Hundred Seventy Four Dollars (\$217,674) to design ADA improvements and provide preliminary design documents for the improvements at Cutino Park.

B. CONSIDER ACCEPTANCE OF THE NATIONAL RECREATION AND PARK ASSOCIATION (NRPA) AND AMERICAN WATER CHARITABLE FOUNDATION'S BUILDING BETTER COMMUNITIES GRANT FOR DEVELOPMENT OF ROBERT'S LAKE ECO RECREATION STATION

PURPOSE: The purpose of this item is for the City Council to consider accepting a grant from the National Parks and Recreation Association (NRPA) and the American Water Charitable Foundation's (AWCF) Building Better Communities Project for approximately One Hundred Fifty Thousand Dollars (\$150,000).

RECOMMENDATION: It is recommended that the City Council accept the National Recreation and Park Association (NRPA) and American Water Charitable Foundation's Building Better Communities Grant for approximately One Hundred Fifty Thousand Dollars (\$150,000) contingent upon approval by the City Manager after the Memorandum of Understanding is received and reviewed.

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

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

12. ADJOURNMENT

Next Regularly Scheduled Meeting:
August 3, 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&noplaylistskin=1&width=400&height=300>

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

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

City of Seaside PROCLAMATION



Parks and Recreation Month July 2017

WHEREAS, Parks and Recreation makes lives and communities better now and in the future; and

WHEREAS, it is established through statewide public opinion research, 98% of California households visit a local park at least once a year; two in three households visit a park once a month; 50% of households participate in an organized recreation program; and most park use is with family and friends; and

WHEREAS, residents value recreation as it provides positive alternatives for children and youth to reduce crime and mischief especially during non-school hours; it promotes the arts, it increases social connections; aids in therapy; and promotes lifelong learning; and

WHEREAS, residents value their parks for access to outdoor spaces for children and adults to play and be active; exercise and group sports; and

WHEREAS, parks provide access to the serenity and the inspiration of nature and outdoor spaces as well as preserve and protect the historic, natural and cultural resources in our community; and

WHEREAS, the residents of the City of Seaside including children, youth, families, adults, seniors, businesses, community organizations, and visitors benefit from the wide range of parks, trails, open space, sports fields, tennis courts, facilities and programs including Soper Field, Cutino Park, Pacchetti Park, and Laguna Grande provided by the City of Seaside; and

WHEREAS, the City Council urges all its residents to recognize that parks and recreation enriches the lives of its residents and visitors as well as adding value to the community's homes and neighborhoods; and

WHEREAS, July is celebrated across the nation as Parks and Recreation Month.

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ralph Rubio, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim July 2017, as **"Parks and Recreation Month"** and in doing so, urges all its citizens to use and enjoy its parks, trails, open space, facilities, and recreation opportunities.

Ralph Rubio, Mayor

July 20, 2017



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
Thursday, July 6, 2017
7:00 PM

1. **CALL TO ORDER**

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

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

PRESENT: Alexander, Campbell, Jones, Pacheco, Rubio

ABSENT: None

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

Pastor Elder Sims provided the invocation. Council Member Pacheco led the pledge of allegiance.

4. **REVIEW OF AGENDA**

No changes were requested.

5. **PUBLIC COMMENT**

Mayor Rubio invited comments from the public.

- Sue Hawthorne requested to reconsider the issue of fireworks in the city indicating that it was not just a one day event. She hopes there is an alternative for fundraising groups to earn money for their causes and suggested the City consider an arrangement for a fireworks buy back. We are tolerant of fireworks, safe and sane, but the tolerance has been abused by people all over the region at the detriment of Seaside citizens. She requested consideration of alternatives.
- (Name, with accent) spoke to fireworks activity until 1 am, and did not call 911 as they were overburdened. Suggested setting up a hotline for calls made for fireworks separate from calls made for real emergencies. He indicated fireworks make lots of noise, cause fires and is a safety issue and suggested considering a ban on fireworks within the City of Seaside.
- Paul Wolf requested an after action report to the public as to the staffing of public safety trying to deter illegal fireworks and if any other illegal activities occurred while Police were handling fireworks related issues.
- Bruce Hunt spoke to calling Seaside Police Department receiving a definition of "safe and sane" fireworks and indicated her personally witnessed numerous illegal fireworks and believes that he actually heard gunshots. He encouraged the Council to join other Cities for a total prohibition of fireworks as they are creating a situation that is not safe.
- Helen Rucker knows that the City Council, as Seaside residents, knows what happened over the holiday and believes this holiday was worse than previous. She expressed that this was the first time she felt unsafe living in Seaside and that although she supports the organizations that sell the safe and sane fireworks and know that their organizations benefit the community, she thinks that eliminating fireworks will not stop everyone but it will help the quality of life of our residents dramatically. She was terrified to lock the door that if her house caught on fire, she would not be able to get out. She requested finding an alternative.
- Darryl Choate thinks it is unfortunate that safe and sane will be outlawed because of the illegal use of fireworks, and was reluctant to take away the benefit from the non-profits. He believes that if fireworks are prohibited outright, purchasing illegals will not end, but will be easier to enforce. He encouraged finding an alternative mechanism for funding nonprofit

organizations.

- Anita Simone spoke to standing outside of her house with a hose as her neighbor shot rockets on her roof until 3 am. The entire street was covered with debris. No one picked up their litter. She is against those that are disrespectful, cause dangerous situations and disrespect others and the neighborhood. She believes the fireworks were the cause of the death of her dog and requested that they be prohibited.
- Becky Stoffer agreed that all dogs were terrified, and spoke to residents who reserved hotels to find a place away from fireworks. She suggested cooperating with other Peninsula cities for a family friendly fireworks display. She requested to please find a solution.
- John Boue this year he agreed was the worst regarding fireworks. He spoke to the impacts to pets as well as his neighbor who is a veteran. He indicated he called the Police department and all was not able to get through but only got a busy signal. He requested considering prohibiting fireworks.

Police Chief Jackson provided a brief after action report indicating that 75% of the Police Department was on duty for the 4th of July holiday and the Department received 30+ calls to the Non-emergency number and responded to 70 calls made to 911 throughout the night. There was one arrest and citation for illegal fireworks as it is problematic to enforce. The smoke filled nights from the safe and sane and the requirement of personally witnessing the incident make it challenging to enforce. There were no major fires and no major injuries. He also reported that the Fire Department had a full additional engine crew in addition to normal staff level. He noted there will be a formal after action review with all local agencies to figure out how to better serve next year and as required in the Municipal Code, a full after action report will be presented to Council by September.

Mayor Rubio acknowledged that historically there have been different approaches taken to attempt solve the problem. We are paying attention and hear the concerns and the City will work to address the issue.

6. PUBLIC AGENCY COMMUNICATIONS

Community Partnership for Youth representatives spoke about the success of the Summer Program. Oscar and Sabe Co-Middle School Coordinators for CPY spoke to working with the Mentor Tutor Program, the After School Tutor Program and Youth Empowerment Solutions (YES) program. They thank the Council for the support of the CPY program. Campers Alexis, Fernando, Jaime and Laura spoke to their personal impacts of attending the CPY programs helping them grow as individuals and leaders, pushing them to do things they normally would not and seek higher achievement in school.

Harvey Todd, mentor and leader of the CPY program provided his testimonial of his mother being shot and killed in a drive by shooting and his grandmother enrolling him in the CPY program where he learned early development skills, reading, writing and following rules. He spoke to his life career path leading him through University and professional international basketball. He returned to Seaside to support his community and has built the RDJ Program to push kids in a direction to believe in them, go to college and be athletically ready for what they wanted to do. The program has been going strong for the last two years and thanks the Council for the support to allow the program. Darryl Choate thanked the Council for their support and Ms. Shari Hastey for her leadership and the impacts that CPY has made in the community.

Mayor Rubio said that the City is a proud partner of the CPY program.

Francois Avery from the Art and History Commission announced the new exhibit installed this week, "Arts as Healing, Juvenile Justice and Beyond". The reception will be on Friday, June 14th from 7 to 8:30 PM. The exhibit will be showing until the 30th of August and can be viewed during normal business hours.

7. **PRESENTATIONS**

A. **PRESENTATION FROM THE SEASIDE PUBLIC SAFETY MANAGERS ASSOCIATION DONATION OF \$1,000 TO THE DEL MONTE MANOR PLAYGROUND PROJECT**

Seaside Public Safety Managers Association Representatives presented the Del Monte Manor Playground Association with a \$1,000 donation to help fund the playground equipment replacement. Division Chief Blaha spoke to the playground equipment which was donated by the City of Seaside over 30 years ago. The Playground Association thanked the community, the Fire and Police departments for their support and believes that the support signifies an investment in a thriving Seaside community. This will help make our community healthier, safer and better. They indicated that there is a Go fund me account which can be accessed through www.gofundme.com/dmmplayground.

B. **RECEIVE PRESENTATION FROM A REPRESENTATIVE OF THE PRIDE PARADE ON EVENT OUTCOMES**

Tyler Williamson and Committee thanked the City Council for all those that participated in the inaugural Pride Parade on June 17th. It was a successful event and they provide a reflection of a community oriented event. There were over 700 participants and had 3,168 Facebook reaches. They gave a special thanks to Seaside City Council to take this on as an action item and grant a fee waiver for the event. Seaside PD was also thanked for creating a safe space to gather. They thanked the Oldemeyer staff for their support as well. It was deliberately kid and family friendly, multicultural, and was opened by a prayer and had a dozen of clergy in attendance. They all graciously thanked the Council for all the support and believe it helped build a better, more supportive community.

C. **PRESENTATION OF THE JUNE 2017 HOUSE OF THE MONTH AWARD**

Mayor Rubio and Neighborhood Improvement Program Coordinator Ramona Oleta-Reed presented the House of the Month award for June 2017 on Grenada Street.

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

Mayor Rubio and Ramona Oleta-Reed presented the Business of the Quarter award to the Boys and Girls Club of Seaside. Marlene Trotter and Brian, grounds keeper, were presented and accepted the award. She also spoke to the CDBG Grant that helps maintain the City. Mayor Rubio spoke to the long standing relationship with the City of Seaside and the Boys and Girls Club.

8. **CONSENT CALENDAR**

Mayor Rubio invited comments on the Consent Calendar. Items C & D were pulled for consideration by Felix Bachofner. He requested clarification on the Election turn out figures. City Clerk Milton-Rerig requested these items be continued to the end of the meeting to be able to fully

On motion by Council Member Alexander and seconded by Council Member Campbell and passed by the following vote, the City Council approved the Consent Calendar as presented with the exception of items C and D.

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

A. APPROVE MINUTES OF JUNE 15, 2017

Action: Approve

B. APPROVE AND FILE CITY CHECKS

Action: Approved

C. CONSIDERATION OF A RESOLUTION APPROVING THE CANVASS OF THE JUNE 6, 2017 SPECIAL MUNICIPAL ELECTION AND DECLARING THE OFFICIAL RESULTS OF SAID ELECTION

Action: Approved & adopted Resolution 17-45

Felix Bachofner questioned on the election results citing confusion as to how many ballots were cast thinking there was a 400 vote gap between votes and returned ballots. He also believed that with such a low turnout, the City should consider declaring the results invalid and to hold a new election.

City Clerk Milton-Rerig spoke to the staff report figures and demonstrated that there was only a total difference of only approximately 20 votes between the number of ballots received and the number of votes cast for measures L and M, not four hundred. She explained that the difference can be attributed to some voters not voting on both measures, but just one measure. She assured the Council that the Election followed with strict adherence to the Election Code.

On motion by Council Member Dave Pacheco and seconded by Council Member Jason Campbell and passed by the following vote the City Council Approved Resolution 17-45 approving the canvass of the June 6, 2017 Election and declaring the passage of both Measures M and L.

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

D. A RESOLUTION AUTHORIZING AGREEMENTS WITH THE STATE BOARD OF EQUALIZATION TO IMPLEMENT THE CITY'S NEW TRANSACTION TAX AND DESIGNATING THE CITY MANAGER TO EXECUTE THE AGREEMENTS

Action: Approved and Adopted Resolution 17-46

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

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the City Council Approved The item as presented and passed Resolution 17-46.

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

E. CONSIDER APPROVING A LETTER TO THE CALIFORNIA COASTAL COMMISSION SUPPORTING THEIR EFFORTS TO ELIMINATE SAND MINING OPERATIONS ALONG SOUTHERN MONTEREY BAY

Action: Authorized

F. APPROVE A RESOLUTION MOVING THE PARKS AND RECREATION COMMISSION MEETING TO THE THIRD MONDAY AT 5:30 PM.

Action: Approved and Adopted Resolution 17-47

G. ADOPT RESOLUTION SUPPORTING CLIMATE CHANGE SCIENCE AND COMMITTING TO THE PRINCIPALS EMBEDDED WITHIN THE U.S. MAYORS CLIMATE PROTECTION AGREEMENT

Action: Approved and Adopted Resolution 17-47

9. PUBLIC HEARING

A. AMENDING SEASIDE MUNICIPAL CODE CHAPTER 2.44, PERSONNEL REGULATIONS, TO THE CODIFY THE CITY'S ESTABLISHED PERSONNEL SYSTEM AND CURRENT PRACTICES AND UPDATING CHAPTERS 3 REVENUE AND FINANCE AND CHAPTER 5 BUSINESS LICENSE AND REGULATIONS CORRECTING ERRORS, OMISSIONS AND LEGAL CONFLICTS IDENTIFIED DURING MUNICIPAL CODE CODIFICATION AND UPDATING INCONSISTENCIES WITH CURRENT LEGISLATION OR ORGANIZATIONAL BEST PRACTICES

City Clerk Milton-Rerig presented the report indicating this was the next step in finalizing the codification of the Municipal Code. She indicated that conflicts and errors were identified through the process as well as policies have changed so the proposed modifications will correct all errors, omissions and conflicts and bring the code up to date with existing organizational policies. Ms. Milton-Rerig answered questions from the Council.

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

On motion by Mayor Pro Tem Alexander and seconded by Council Member Pacheco and passed by the following roll call vote, the City Council approved the first reading of the draft ordinance as presented.

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

10. BUSINESS ITEMS

A. RECEIVE PRESENTATION AND DISCUSS BOARDS, COMMISSIONS AND COMMITTEES APPOINTMENT PROCESS AND APPROVE UPDATED BOARDS, COMMISSIONS AND COMMITTEES HANDBOOK FOR 2017

City Clerk Milton-Rerig made the presentation explaining the item was in response to a Council Member request to discuss the Boards, Commissions and Committees appointment process. She outlined the existing purpose of the Advisory Committees, current active Committees, the existing appointment process and changes made to update the Handbook that was adopted in 2014. Ms. Milton-Rerig answered questions from the Council.

On question, it was clarified that the position applied for does not preclude someone from consideration of other vacancies. Also on question, the Council discussed attendance which has been a problem on some Commissions. Council Member Jones speaking to the appointment process, suggested four alternatives for the consideration to make it more inclusive of other Council

Members to participate in the appointment review process.

Mayor Rubio invited Public Comments on the item.

- George Riley spoke to the different roles of commissioners he's experienced with City Council and commissioners engaging with interested members in the community.
- Karen Araujo said it was very excited to see how Seaside is growing, changing and becoming more transparent and inclusive with the engagement process of the Commissions. She spoke about learning how she can participate in the community through committees.
- Kay Cline spoke to how the commission's work for the Council. And was in support of anyway we can think wider about the sub-committee and getting different Council Members participation in different areas. She was happy to hear about connecting to CSUMB and students and thanked the Council for the discussion. \
- Felix Bachofner spoke to his previous restructuring efforts of the Committees and although different than his suggestions, the solutions are workable and spoke in support of having the whole Council to participate in the Commission application process. He thinks that in the past there was stagnation on the Commissions because the Council was not proactive enough to encourage participation. He spoke against the rotation of the Mayor Pro Tem position annually.
- Sue Hawthorne liked the handbook, but the meeting in which it was requested, she spoke to previous comments that the process was not fair or transparent and she indicated that she believes her process of appointment was both fair, and transparent.
- Paul Wolf spoke to the clarification of what an ad hoc committee is, and suggested forming an ad hoc committee for fireworks.

Mayor Rubio responded that recruiting positions has always been part of the Council's responsibility and for a period of time people were just not interested. He encouraged people to apply and to be broad in specification of interests as they can be considered for any commission that has a vacancy. He spoke to his perspective that Commissioners are volunteers and if they want to stay on as a Commissioner he does not want to unseat them. Turnover on a commission is bad for continuity and historical reference and spoke in favor of keeping Commissioners for multiple terms. He spoke in support of varying the Council Subcommittee appointment to be more inclusive of Council Member Participation.

Mr. Campbell spoke in support of more Council Member participation and suggested consideration of Council Member Liaisons to the committees who would be responsible for the recruitment for that Commission. Council Member Pacheco spoke to the use of social media to promote and in support of Council Member rotations for the subcommittee. Council Member Jones restated her concern regarding who is interviewing and making recommendations for who is appointed and that she supports modification of the Council sub-committee on a rotating basis so each member would be availed the opportunity to be in the process. The Council agreed to modify the process and formalize it in the handbook to modify the makeup of the Council Subcommittee to consist of the Mayor and one Council Member representative, who would rotate after each appointment recommendation, in order of the roll call.

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

Council Member Campbell reported the MRF facility at the Waste Management District is a month behind schedule but will be open by the end of the year and will increase the capacity of recycling. Council Member Pacheco reported that MST will reduce fares for 50% for the Paratransit RIDES program and that TAMC announced Holman Highway roundabout will be completed by September 1. The lights on Canyon Del Rey are working after 3 months and reminded the City Manager of his request to discuss solutions for fireworks by September. Finally he reminded residents that Sunday Blues begins July 9th. Council Member Jones attended the MC Pride Parade and was happy to see

colleagues participating and went to Santa Cruz Veterans Alliance Dispensary and encouraged her colleagues to also visit.

Mayor Pro Tem Alexander indicated that he went to Washington DC for Association for Defense Communities and it was eye opening for existing and former defense communities. The next day, he attended the AMBAG awards banquet and Seaside received award for reducing community wide greenhouse gas emissions by 30% by adopting energy efficiency projects 20%. Received emails for the fireworks response, criticizing the PD and disagreed that there was not a good enough effort. That was 20 calls per hour, 2 calls per minute and they were going from call to call to call and gave them high praise.

Mayor Rubio thanked his Council Members for covering for him while he was ill. He reported that the Water Management District approved their annual budget with a healthy reserve and there are no plans for rationing at this time because there is more supply than demand. This is not a normal situation, we are still in extreme conservation and encouraged the public to please share that message. We need to have water projects to increase our water supply to benefit our community going forward.

Council Member Jones request a study session on increasing the minimum wage in Seaside at the July 20th meeting.

12. ADJOURNMENT

On motion the meeting was adjourned at 8:59 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: July 20, 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 June 24, 2017 through July 7, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of July 6, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,138,280.27.

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:

\$805,238.14 for payroll and benefits;
\$57,479.21 to Martin & Chapman Co. for the June 6, 2017 special election
\$30,204.89 to U.S. Bank for CalCard credit expenditures for May 2017

\$23,052.34 to California-American Water for June 2017 water consumption
\$13,106.45 to Community Partnership for Youth for the SYRC - Cal Grip June 2017
\$46,160.82 to Pacific Gas & Electric for June 2017 gas/electric consumption
\$36,023.96 to Tyler Technologies for In-Code maintenance contract for July 2017 through June 2018

The remaining checks, totaling \$127,014.46 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:

A handwritten signature in blue ink, appearing to read 'Craig Malin', with a stylized, sweeping flourish at the end.

Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer

DATE: July 20, 2017

SUBJECT: MAINTENANCE SERVICES AGREEMENT WITH HOPE SERVICES.

PURPOSE

The purpose of this item is to consider approving the Maintenance Services Agreement with HOPE Services (HOPE) to help maintain City parks and public areas.

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving the renewal of the Maintenance Services Agreement with HOPE for an amount not to exceed Seventy-Three Thousand, Five Hundred and Fourteen Dollars (\$73,514.00) and to authorize the City Manager to execute the agreement.

BACKGROUND

HOPE Services (HOPE) is a local non-profit organization engaged in the training of persons with disabilities to enter the mainstream workforce. Since 2001, Hope Services has provided the City with public works maintenance assistance and has proven to be an invaluable asset. In turn, the City has provided experience and opportunities for persons with disabilities. HOPE maintains the City parks by removing trash, abating graffiti, opening, closing and cleaning restrooms and provides additional litter control on Coe Avenue, General Jim Moore Blvd., Monterey Road and alleyways. HOPE also provides litter control at Laguna Grande Parking Authority lot.

There are twenty-five 25 parks and other public areas in the City that have benefited from the successful partnership with HOPE. It has allowed the city's Parks staff to concentrate on beautification projects and maintenance and repair of the irrigation system and has reduced staff overtime.

The attached contract provides for four (4) workers and one (1) supervisor by HOPE to provide

maintenance/cleanup tasks in and around public facilities. The HOPE crew is scheduled to work six and a half hours (6.5 hrs) per day from 8:30 a.m. to 3:30 p.m. with a half hour lunch break, Monday through Friday. The work performed by HOPE is under the direction of the city's Maintenance and Utilities Superintendent. The core objective required to be performed by Hope workers is the cleaning of litter at each park once a week. HOPE's supervisor is also responsible for tracking the amount of litter removed by the clean-up of parks as part of the required documentation for the city's stormwater permit with the State of California.

It is recommended that the City Council approve the renewal of the Maintenance Services Agreement with HOPE for an amount not to exceed Seventy-Three Thousand, Five Hundred and Fourteen Dollars (\$73,514.00) and authorize the City Manager to execute the agreement.

FISCAL IMPACT

The HOPE fees are distributed from the following fund sources: Stormwater Fund (271), Parking Authority Fund (103), and Parks (100). Based on the time provided for each aspect of the work provided, each of these funds will be charged accordingly for a total contract amount not to exceed Seventy-Three Thousand, Five Hundred and Fourteen Dollars (\$73,514.00). These funds have been included in the 2017-2018 Adopted Budget.

ATTACHMENTS

1. Resolution
 2. Exhibit A, Maintenance Services Agreement with HOPE Services
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 2017- XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING A MAINTENANCE SERVICE AGREEMENT WITH HOPE
SERVICES**

WHEREAS, HOPE Services is a local non-profit organization engaged in the training of persons with disabilities to enter the mainstream workforce; and

WHEREAS, the City of Seaside has maintained a successful partnership with HOPE Services for fifteen years; and

WHEREAS, HOPE Services would provide maintenance/clean-up tasks at each park location and public areas on a weekly basis, opening closing and cleaning the restrooms, and documenting the amount of litter removed by the clean-up of parks as part of the required documentation for the City's stormwater permit with the State of California; and

WHEREAS, these services allows the city staff to concentrate on beautification projects and maintenance and repair of the irrigation system and has reduced staff overtime.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside enters into a maintenance service agreement with HOPE Services as shown on "Attachment A" for an amount not to exceed Seventy-Three Thousand, Five Hundred and Fourteen Dollars (\$73,514.00) and authorizes the City Manager to execute the agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, duly held on the 20th day of July 2017, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Ralph Rubio, Mayor
City of Seaside

ATTEST:

Lesley Milton-Rerig, City Clerk

MAINTENANCE SERVICES AGREEMENT

This Maintenance Services Agreement (“Agreement”) made the date last written below, is by and between the City of Seaside, a municipal corporation (“City”) and HOPE Services, a corporation (“HOPE”).

RECITALS

- A. HOPE is engaged in the training of persons with disabilities to enter the mainstream workforce.
- B. HOPE has offered to provide certain maintenance services to the City for a fee and the City desires to engage HOPE to provide such services to the City, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

- 1. Provisions of Services. HOPE agrees to perform certain maintenance tasks for the City as such tasks are identified by the Maintenance and Utilities Superintendent or his/her authorized representative. Such maintenance tasks will generally consist of, but not limited to, trash and litter removal, cleaning and light maintenance of landscaping, streets, parks and other public areas.
- 2. Amount of Services. HOPE shall provide a work crew consisting of four maintenance workers and one supervisor to accomplish the assigned tasks referred to in paragraph 1, during the hours of 8:30 a.m. to 3:30 p.m. on Monday through Friday with .5 hour daily lunch break each week during the term of this Agreement (6.5 hour work day).
- 3. Holiday Schedule. The following holiday schedule in which HOPE Services and the City observe shall not be obligated to perform any services:

Independence Day	July 4, 2017
Labor Day	September 4, 2017
Thanksgiving Day	November 23, 2017
Day after Thanksgiving	November 24, 2017
Christmas Eve Observed	December 22, 2017
Christmas Day Observed	December 25, 2017
New Year's Day	January 1, 2018
Martin Luther King's Birthday	January 15, 2018
President's Day	February 19, 2018
Memorial Day	May 28, 2018

4. Payment to HOPE. City shall pay to HOPE the sum of Two Hundred Ninety-Two Dollars per day for the services described in paragraph 2. Any additional services provided by HOPE at the request of the City shall be billed by HOPE to the City on an hourly basis at \$11.22 per hour, per worker. HOPE will bill the customer monthly; invoices are due and payable upon receipt. HOPE will prepare and submit a list to the Public Works Division of the necessary supplies, equipment, etc. needed for the work assignments specified by the City. City will provide transportation during the workday. After review and approval of the proposed supplies, etc. the City will purchase or reimburse HOPE for those approved supplies, equipment, etc.
5. Term of Agreement. The term of this Agreement shall begin on the date last written below and end June 30, 2018; provided however, that either party may terminate this Agreement at any time on thirty day written notice to the other party.
6. Supervision of Work. HOPE shall accomplish the maintenance tasks assigned to it by the City in a safe, skillful, workmanlike and lawful manner. All members of the work crew shall dress appropriately for the task at hand at all times while working in the City. The supervisor of the work crew referred to in paragraph 2 will supervise the work crew at all times while the work crew is performing maintenance tasks in the City. City shall have no right or obligation to direct the specific methods used by HOPE or its employees to accomplish a particular maintenance task.
7. Indemnification. HOPE shall indemnify, defend, and hold City harmless from and against any and all losses, claims, demands, damages, expenses or judgements arising from any willful or negligent act, error or omission of HOPE or its employees except for any loss, claim, demand, damage, expense or judgement arising from the sole negligence or intentional act of City or its employee.
8. Insurance. Without limiting HOPE's duty to indemnify, HOPE shall maintain in effect throughout the term of this Agreement a policy or policies of insurance covering all of its operations (including public liability coverage, property damage coverage and professional malpractice) with the following minimum limits of liability:

A. COMMERCIAL GENERAL LIABILITY INSURANCE:

Commercial General Liability, including but not limited to, premises, personal injuries, products and completed operations, with a combined single limit of not less than \$1,000,000.00 property damage; and

1. Bodily injury \$1,000,000.00 per occurrence and \$1,000,000.00 and aggregate and \$1,000,000.00 property damage; and

2. A combined single limit of not less than \$1,000,000.00 per occurrence.

B. AUTOMOBILE LIABILITY INSURANCE:

Comprehensive automotive liability covering all motor vehicles including owned, leased, non-owned, and hired vehicles, used in providing services under this agreement, with a combined single limit of not less than \$1,000,000.00 per occurrence.

1. Bodily injury \$1,000,000.00 per occurrence and \$1,000,000.00 and aggregate and \$1,000,000.00 property damage; and

2. A combined single limit of not less than \$1,000,000.00 per occurrence.

C. WORKER'S COMPENSATION INSURANCE:

Workers' compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$100,000.00 per occurrence for employer's liability.

9. Relationship of Parties. Nothing in this Agreement or otherwise shall create any partnership or joint venture between HOPE and the City. The parties to this agreement are independent contractors and shall maintain that relationship throughout the term of this Agreement. Nothing in this Agreement or the performance of this Agreement shall create an employer/employee relationship between any individual and the City.
10. Notices. All notices and demands shall be given in writing either by personal services or by registered or certified mail return receipt requested, postage and fees prepaid when delivered by the United States Post Office, or by facsimile transmission with a confirmation copy delivered by mail as aforesaid. Notice shall be considered given on the date received by personal service or transmitted by facsimile, or the date appearing on the return receipt, but if the receipt is not returned, within three (3) days after being mailed. Notice shall be addressed as shown below for each party, except that, if any party gives notice of a change of name or address, notices to that party shall thereafter be given as shown in that notice.

“HOPE”

Community Employment Manager
HOPE Services
546 Brunken Avenue
Salinas, Ca 93901
Tel: (831) 758-0973
Fax: (831) 758-0252

“CITY”

City Manager
City of Seaside
440 Harcourt Avenue
Seaside, Ca. 93955
Tel: (831) 899-6700
Fax: (831) 899-6207

11. Time. Time is of the essence of this Agreement.

12. Amendment of Contract. This Agreement may be amended or modified at any time with respect to any provision by a written instrument executed by City and HOPE.
13. Captions. The captions heading the various paragraphs of this Agreement are for convenience and shall not be considered to limit, expand, or define the contents of the respective paragraphs.

Date: _____

HOPE SERVICE

Kathy Chueh, HOPE CFO

Date: _____

CITY OF SEASIDE

Craig Malin, City Manager



**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: July 20, 2017

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM NARCOTICS
ANONYMOUS FOR THE USE OF LAGUNA GRANDE HALL FOR A
WOMEN'S BRUNCH**

PURPOSE

The purpose of this item is for City Council to consider the request from Narcotics Anonymous to waive fees associated with their Women's Brunch on November 04, 2017.

RECOMMENDATION

Staff recommends approving the following:

1. 50% reduction in room rental fees.
2. Organization to provide insurance coverage.
3. Organization to pay only the non-refundable portion of the facility maintenance deposit.

BACKGROUND

The Monterey County Area Narcotics Anonymous Women's Brunch Committee is requesting a partial fee waiver for use of the Oldemeyer Center auditorium for a women's brunch on November 04, 2017. Their mission for the Women's Brunch is to introduce women new to recovery to Narcotics Anonymous for support, fun and fellowship. Their experience has been that women from all over the state will attend the brunch. Each member is asked to bring the women that they sponsor to the event. Many of the women that attend the event will stay over in Seaside and that will bring revenue to the city.

The last fee waiver submitted to the City Council for Narcotics Anonymous was approved on February 2, 2017. The City Council agreed to a partial fee waiver of 50% of hourly fee for their annual talent show. The organization will provide their own insurance. This is the first time

that Narcotics Anonymous is requesting a fee wavier for their Women's Brunch.

FISCAL IMPACT

9 hours at \$98.50/hour (50% reduction)	\$443.25
Non-refundable Portion of Deposit	\$147.81
Insurance	\$113.00

TOTAL	\$704.06
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ATTACHMENTS

1. Narcotics Anonymous Fee Waiver Request Form and Letter
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



City of Seaside
FEE WAIVER REQUEST

Name of Applicant Tish P & Patricia G. Organization Narcotics Anonymous
Address 381 PO Box Monterey CA
Street City State Zip
Home Phone 831-320-0033 Cell Phone (831) 383-0314 Email Address TishBundy@gmail.com

Room(s) Requested NO

Day(s) and Date(s) Requested November 4, 2017

Hours Requested (include set-up time) 7-4pm 91hrs Estimated Attendance 225

Description of Event Women's Brunch

Special Instructions or Equipment to Be Brought In _____

Reason for Requesting Fee Waiver

We are a non-profit organization

Have you received a Fee Waiver in the past? Yes ☐ No ☒ NOT For this Women's Brunch
If so, what was the date of your event? _____

Is your organization based in Seaside? Yes ☒ No ☐

What percentage of your members or participants resides in Seaside? 1/4

What is your organization's tax identification number? 3476060

Is organization able to provide liability insurance? Yes

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

Applicant Signature [Signature] Date 6-9-17

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.**



June 30, 2017

Dear Seaside City Council Members,

The Monterey County Area Narcotics Anonymous Women's Brunch Committee respectfully requests that you approve payment of the reduced hourly fee for the Oldemeyer Center on November 4, 2017. We have reserved the center to hold a Women's Brunch on that date and we have a limited budget for the event. This is the second year we are holding the event and it was very well attended last year.

Our mission for the Women's Brunch is to introduce women new to recovery to Narcotics Anonymous, fun and fellowship. Our experience has been that women from all over the state will attend the brunch. We are asking members to bring the women that they sponsor to the event. Many of the women that attend the event will stay over in Seaside and that will bring revenue to the city.

As I'm sure you know, there are several Narcotics Anonymous meetings in the City of Seaside and a Treatment Program. We feel comfortable making this request because the City of Seaside has demonstrated an on-going desire to help addicts recover from the horrors of addiction. We sincerely thank you for your continued support of Narcotics Anonymous.

Sincerely,

Tish Peck, Vice Treasure

Monterey County Area Women's Bruch Committee



**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: July 20, 2017

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM BETHEL BAPTIST CHURCH**

PURPOSE

The purpose of this agenda item is for the City Council to consider a Three Thousand Dollars (\$3,000) request from Bethel Baptist Church Faith-Based Program for a donation from the Mayor's Youth Fund to help cover the cost for a trip to Great America Amusement Park in July for youth participants.

RECOMMENDATION

It is recommended that the City Council approve the request.

BACKGROUND

The Bethel Baptist Church will host a trip to Great America Amusement Park for their youth program. This trip is designed for youth ages 5 to 12 years of age including children with special needs and learning disabilities. The Bethel Baptist Church is the Host Church for approximately 400 youth from throughout California, including Seaside. The goal of the Great America trip is to show their youth that they care for them; individually and collectively. The church encourages pride for their city and demonstrates the positive impact that their recycling and group cleanup provides to the community. The funds will be used for the participant's food, travel, tickets and hotel expenses.

This is the third donation request from the Bethel Baptist Church. They received their last donation at the June 04, 2015 City Council meeting.

FISCAL IMPACT

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

ATTACHMENTS

1. MYF Bethel Baptist Church Fee Request and Application 2017
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Mayor's Youth Fund Contribution Request

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

Name of Organization: Bethel Faith-Based Program 77-00160

Name of Individual Submitting Request: Rev. H. H. Lusk

% Residents or Students of Seaside: 100% # of Participants 42

Ages of Participants: 10-18 years

Mailing Address: 390 Elm Avenue, Seaside, CA 93955

Phone Number: Home 831 394-1415 Work 831 394-7066
Cell _____

E-mail Address: hlusk4@yahoo.com

Description of Event (Attach Additional Information as Necessary)

Trip to Great America Amusement Park on July 21 -22, 2017. This trip is designed for youth who graduated from grades 5-12 including children with special needs and learning disabilities.

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.

Fund uses include meals, travel, tickets and hotel expenses.

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

This event will show our youth that we care for them, (individually and collectively), in the areas of self awareness, encourage pride for their city and most importantly, demonstrate the positive impact their recycling and group cleanup provides to their community.

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

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



State of California

OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

DEC 2 - 1981



March Fong Eu

Secretary of State

319301
A241527

FILED
In the office of the Secretary of State
of the State of California

NOV 20 1981

MAJOR FONG III, Secretary of State

CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION
OF

BETHEL MISSIONARY BAPTIST CHURCH OF SEASIDE

Rev. H.M. Lusk & Dorothy Hill certify that:

1. We are the Chairman of the Board and the secretary, respectively, of Bethel Missionary Baptist Church of Seaside, a California corporation.
2. The Articles of Incorporation of Bethel Missionary Baptist Church of Seaside shall be amended to read as hereinafter set forth in full:

ARTICLES OF INCORPORATION

OF

BETHEL MISSIONARY BAPTIST CHURCH OF SEASIDE

I

The name of this corporation is Bethel Missionary Baptist Church of Seaside.

II

- A. This corporation is a religious corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Religious Corporation Law exclusively for religious purposes.
- B. The specific purpose of this corporation is to organize a congregation whose members profess the Christian faith and religion, specifically that practiced and taught by the Missionary Baptist Church.

III

2. This corporation elects to be governed by all of the provisions of the Nonprofit Corporation Law effective January 1, 1980, not otherwise applicable to it under Part 5 thereof.

IV

- A. This corporation is organized and operated exclusively for religious purposes within the meaning

JW

Form W-9
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Bethel M. Baptist Church	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > ☐ Other (see instructions) >	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) 390 Elm Ave	Requester's name and address (optional) Bethel
City, state, and ZIP code Seaside Calif	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
Employer identification number	
77	-0011607

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person > 	Date > 7/3/17
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director

DATE: July 20, 2017

SUBJECT: APPROVAL OF A RESOLUTION ADOPTING MEMORANDA OF UNDERSTANDING WITH THE SEASIDE POLICE OFFICERS' ASSOCIATION AND THE SEASIDE FIREFIGHTERS' ASSOCIATION

PURPOSE

The purpose of this item is to request City Council approval of a resolution adopting the Memoranda of Understanding with the Seaside Police Officers' Association and the Seaside Firefighters' Association

RECOMMENDATION

It is recommended that the City Council approve the resolution adopting the Memoranda of Understanding with the Seaside Police Officers' and Seaside Firefighters' Associations.

BACKGROUND

The City's labor negotiators and representatives from the Seaside Police Officers' Association (POA) and Seaside Firefighters' Association had numerous meetings to discuss successor Memoranda of Understanding. The meetings were very productive as the two sides worked collaboratively to find a creative way to meet the needs of both parties.

One of the significant discussion points revolved around the classification and compensation study the City conducted in the fall of 2016. For both units, this study showed that a majority of the members of the association are being paid at a rate that is significantly behind the median of market. This is contributing to the City's inability to recruit and retain Police Officers. Bringing salaries to the median of the market and adding retention tools were a priority during negotiations.

POA Contract Terms:

1. Term: Contract expires June 30, 2020
2. Salary and Equity Adjustments: All classifications will be brought to the median of the salary survey market at the end of the term of the contract. The salary adjustments are found in the attached chart.
3. Field Training Officer (FTO) Pay will be added back to the contract. FTO pay of 5% will be paid when a police officer is assigned to work as a training officer. This pay was rescinded in 2010 when the classification of Police Corporal was established. Currently there are not enough Corporals to perform FTO duties due to the large number of trainees.
4. Maximum Compensatory Leave Balance: Sworn employees will be allowed to maintain a bank of 140 hours and non-sworn employees will be allowed to maintain a bank of 100 hours of accumulated compensatory time.
5. Compensatory Leave Sell Back Option: POA members may sell back up to a maximum of 80 hours of vacation / comp time per year.
6. Accelerated Step Advancement for Police Officers. The Police Chief has the authority to advance new Police Officers through the salary steps at 6 months intervals over the first three years of employment based on the employee's performance.
7. Tuition Reimbursement: Tuition and book reimbursement is increased to \$500 for classes taken at a community college and \$3,000 for classes taken at a four-year college or university towards a bachelors, masters, or graduate degree.
8. All other terms and conditions contained in the current MOU shall remain unchanged.

Fire Contract Terms:

1. Term: Contract expires June 30, 2020
2. Salary and Equity Adjustments: All classifications will be brought to the median of the salary survey market at the end of the term of the contract. The salary adjustments are found in the attached chart.
3. Deferred Compensation Match: Effective with the first pay period of the month following ratification and approval, the City's matching contribution to an employee's deferred compensation account shall be increased to \$100 for each employee that makes a matching contribution.
4. Uniform Allowance: Uniform allowance shall be increased to \$100 per month.
5. Tuition and book reimbursement limits shall be established at \$500 per fiscal year for classes taken at a community college and for classes taken toward State Fire Marshal's Office

certificates. The reimbursement level for classes taken at a four-year college or university towards a bachelors, masters, or graduate degree shall be \$3,000 per fiscal year.

6. All other terms and conditions in the current MOU shall remain unchanged.

FISCAL IMPACT

The approximate cost of this agreement is:

Police Officer's Association

Fiscal Year 2016/2017: \$60,000

Fiscal Year 2017/2018: \$350,000

Firefighters' Association

Fiscal Year 2017/2018: \$117,000

The 2016/2017 adjustments were incorporated into the Fiscal Year 2016/2017 Budget and the 2017/2018 salary adjustments are included in the Proposed 2017/2018 Budget.

ATTACHMENTS

1. Resolution
2. Fire Salary Adjustments
3. POA Salary Adjustments
4. Fire MOU
5. POA MOU

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

ADOPTING THE MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF SEASIDE AND THE SEASIDE POLICE OFFICERS' ASSOCIATION AND THE SEASIDE FIREFIGHTERS' ASSOCIATION

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the attached Memorandum of Understanding with the Seaside Police Officers' Association and the Memorandum of Understanding with the Seaside Fighters' Association shall be effective as stated therein; and

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20th day of July 2017.

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

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

Position	Distance Behind Market	FY 17-18		FY 18-19		FY 19-20		
		7/1/2017	1/3 Equity 1/1/18	7/1/2018	1/3 Equity 1/1/19	7/1/2019	1/3 Equity 1/1/20	6/30/2020
Fire Captain	5.75%	3.00%	1.92%	3.0%	1.92%	3.0%	1.92%	2.00%
Fire Engineer	5.51%	3.00%	1.84%	3.0%	1.84%	3.0%	1.84%	2.00%
Firefighter	5.20%	3.00%	1.73%	3.0%	1.73%	3.0%	1.73%	2.00%
						Total		
						16.75%		
						16.51%		
						16.20%		

All salary increases occur on the first day of the pay period following the dates indicated.

Three years ending 12/31/2019

Class	Distance Behind Market	1/1/2017	7/1/2017	1/1/2018	7/1/2018	1/1/2019	7/1/2019	12/31/2019	Total
		1/3 Equity	General Adjustment	1/3 Equity	General Adjustment	1/3 Equity	General Adjustment	General Adjustment	
Police Officer	4.62%	1.54%	3.00%	1.54%	3.00%	1.54%	3.00%	2.00%	15.62%
Police Corporal	9.99%	3.33%	3.00%	3.33%	3.00%	3.33%	3.00%	2.00%	20.99%
Police Sergeant	9.69%	3.32%	3.00%	3.32%	3.00%	3.32%	3.00%	2.00%	20.96%
Records Technician	4.44%	1.48%	2.00%	1.48%	2.00%	1.48%	2.00%	2.00%	12.44%
Records Specialist	4.44%	1.48%	2.00%	1.48%	2.00%	1.48%	2.00%	2.00%	12.44%
Records Supervisor	4.44%	1.48%	2.00%	1.48%	2.00%	1.48%	2.00%	2.00%	12.44%
Police Svcs Asst	7.18%	2.39%	2.00%	2.39%	2.00%	2.39%	2.00%	2.00%	15.18%
Vehicle Abatement Officer	6.57%	2.19%	2.00%	2.19%	2.00%	2.19%	2.00%	2.00%	14.57%
Animal Control Officer	7.23%	2.41%	2.00%	2.41%	2.00%	2.41%	2.00%	2.00%	15.23%
Sr. Admin Asst	0.00%	0.00%	2.00%	0.00%	1.50%	0.00%	1.50%	2.00%	7.00%

1/1/17 - 12/31/19

Memorandum of
Understanding
Between the City of Seaside
And
The Seaside Firefighters'
Association

July 1, 2017 –June 30, 2020

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY MANAGER
OF THE CITY OF SEASIDE AND THE SEASIDE FIREFIGHTERS'
ASSOCIATION**

July 1, 2017 – June 30, 2020

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY MANAGER
OF THE CITY OF SEASIDE AND THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 1218**

We, the undersigned, duly appointed representatives of the City of Seaside and of the International Association of Firefighters Local 1218, a recognized employee organization, hereinafter referred to as "City" and "Association", having met and conferred in good faith in accordance with the Meyers-Milias-Brown Act, (government Code Section 3500 et. seq.) do hereby jointly prepare and execute the following written Memorandum of Understanding. It is understood that the provisions herein set forth supersede previous Memoranda of Understanding between the City and the Association. All items not expressly modified or changed by the MOU shall remain in effect during the term of the MOU except those items that no longer apply. All provisions of the MOU as stated within and other benefits enjoyed by the membership shall remain in effect until this MOU is modified through Meet and Confer.

SECTION 1: TERM

The provisions of the Memorandum of Understanding shall become effective July 1, 2017, and shall remain in effect for a period, terminating on June 30, 2020.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. Salary Adjustments:

- a. Effective July 1, 2017, bargaining unit members will receive a 3% salary increase.
- b. Effective the pay period beginning January 1, 2018, bargaining unit members will receive equity adjustments equivalent to 1/3 of the distance to the market as outlined in the attached schedule.
- c. Effective July 1, 2018, association members will receive a 3% salary increase.
- d. Effective the pay period beginning January 1, 2019, bargaining unit members will receive equity adjustments equivalent to 1/3 of the distance to the market as outlined in the attached schedule.
- e. Effective July 1, 2019, association members will receive a 3% salary increase.

- f. Effective the pay period beginning January 1, 2020, bargaining unit members will receive equity adjustments equivalent to 1/3 of the distance to the market as outlined in the attached schedule.
- g. Effective the pay period beginning June 30, 2020, bargaining unit members will receive a 2% salary increase.

2. Longevity Pay:

- a. Bargaining unit members with 15 years of continuous City service will receive 2.5% longevity pay.
- b. Bargaining unit members with 20 years of continuous City service will receive 5% longevity pay (maximum of 5%). (Note: The 15-year longevity pay would not compound or stack and therefore the maximum possible total for longevity pay is 5%.)
- c. Current bargaining unit members with more than 10 years of City service, but less than 15, will continue to receive the 2.5% longevity pay they are receiving now. Employees receiving longevity pay under this paragraph are not eligible for additional longevity pay until 20 years of continuous City service.

B. Overtime:

1. Pre-Approval:

Requests for overtime that can be scheduled should be pre-approved by the Department Head or designee. Overtime not possible to schedule in advance and necessary for public safety and welfare shall be worked at Department Head discretion, subject to City Manager review.

2. Minimum Overtime Guarantee (Emergency Call Back):

When an employee is called back to work on an emergency basis, the actual time worked, with a minimum of four (4) hours, shall be earned.

3. FLSA Calculation:

All employee overtime shall be earned in increments of one-half (1/2) hour and will be compensated for at the rate of time and one-half (1-1/2) in cash at the employee's established rate of pay, at the discretion of the Department Head. The City will not deduct credited FLSA (Fair Labor Standard Act) hours when represented employees use accumulated hours in the form of vacation, sick leave, compensated time off, personal leave time off, or bereavement leave. City will pay the FLSA hours without regard to represented employee use of accumulated benefit/leave times.

4. Shift Work Overtime:

Fire Department personnel assigned to shifts shall be compensated for overtime in the following manner:

- a. When called back to work a shift because of the absence of a person regularly assigned to that shift, the pay shall be computed by dividing the employee's annual salary by 2912 hours. This figure shall be prorated for any portion of such shift and paid at time and one-half.
- b. Whenever in the judgment of the Fire Chief or his designated representative, an employee is required to work in excess of his/her regular work week or regular work day, he/she shall be compensated for such overtime work at the rate of one and one-half (1 ½) times the hourly regular rate of pay for his/her classification. (Hourly rate is based on a 56 hour work week). The regular rate of pay is the individual's base pay plus incentives.
- c. Form of Compensation. An employee who works overtime and who is thus eligible for overtime compensation shall receive overtime compensation in the form of cash or compensatory leave subject to the following provisions.
 - i. Maximum Accumulation: Compensatory time which is allowed to accumulate, will be up to 144 hours. Compensatory time shall be calculated by multiplying the overtime hours worked by 1.5 times to reach the number of compensatory time hours. Said time off may only be used when said employee is normally on duty with staffing to be minimum staffing plus one person. Approval to use compensatory time shall be at the discretion of the members' supervisor.
 - ii. Minimum Overtime Guarantee. An employee represented by IAFF who is called back to work after he/she has completed his/her regular shift and has left his/her related court appearance of off-duty hours shall be compensated for a minimum of four (4) hours overtime. It is expressly understood that an employee who works overtime rate (including court appearances) immediately prior to or subsequent to his/her regular shift shall be compensated at the overtime rate of pay for the time actually worked with no minimum number of hours of overtime guaranteed. (Hourly rate for IAFF is based on a 56 hour work week).

5. Sell Back Option:

Bargaining unit members may sell back compensatory time not used up to a maximum of 60 hours per year. Employees wishing to sell back leave must

notify Finance by September 15 of each year and payoff will occur the first pay period of November.

C. Special Assignment Compensation:

1. Fire Prevention Inspector:

- a. Effective on the date of appointment to the special duty assignment for Fire Prevention Inspector, a two and one-half percent (2.5%) pay adjustment will be made to the employee's base pay.
- b. Term: The assignment will be limited to three personnel for a period of two years, and consecutive appointments are possible if the selection process warrants such.
- c. Removal from Assignment: With cause, the Department Head may remove any person filling this position. Removal of person(s) from this assignment will not be considered a disciplinary action.
- d. These personnel will be selected based on having achieved a minimum certification of Fire Prevention Officer I as recognized by the standards established by the Office of the California State Fire Marshal.
- e. These personnel will be selected based on a competitive process from the candidate pool established in paragraph (d) above.

2. Spanish Bilingual Skill Pay:

A two and one-half percent (2.5%) pay adjustment will be made to the employee's base pay for Spanish bilingual skill as tested by the City in conjunction with the Defense Language Institute standards.

3. Out of Class Compensation:

- a. For employees represented by IAFF, a pay increase not to exceed one step, (five percent), may be paid to an employee assigned to fill a temporarily vacant position. The determination of vacancy will be made by the Fire Chief.
- b. An out-of-class assignment will not be made in any case unless the vacancy is the result of sickness, injury, resignation, or termination.
- c. The out-of-class assignment will not be made for vacancies caused by vacation.
- d. The increase in pay will not commence until the 31st calendar day following the out-of-class assignment. The out-of-class compensation

will be paid to individuals filling the vacancies as determined by the Fire Chief.

4. Hazardous Materials Response Team:

- a. A differential of 5% will be paid to an employee assigned to the Hazardous Materials Team by the Fire Chief. There will be a maximum of 4 team members per shift, for a total of twelve (12) team members in the Department.
- b. Removal from the team or the removal of the pay differential will not be considered disciplinary action.
- c. Continuation of Hazardous Materials Differential Pay is contingent on reimbursement for the cost of Hazardous Materials Response services from Monterey County. Termination of the agreement between the City of Seaside, Monterey County, and the City of Salinas will terminate this differential pay.
- d. Hazardous Materials Differential Pay will end on June 30, 2017 unless extended or terminated earlier per item (c) above.

D. Administration of Pay Plan:

1. Anniversary Date:

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

employee returns to work for the City within ninety (90) days of his/her discharge or release from military service.

- d. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth in the Section below.

2. Salary Ranges

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

- a. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.
- b. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of six (6) months satisfactory service in the first step and upon written recommendation of Department Head and approval by the City Manager.
- c. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of Department Head and approval by the City Manager.
- d. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the third step and upon written recommendation of Department Head and approval by the City Manager.
- e. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the fourth step and upon written recommendation of Department Head and approval by the City Manager.
- f. Notwithstanding, the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to a classification having a higher overlapping salary range, shall be adjusted:
 - i. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. In the Fire Service, if an employee is

promoted from one rank to another, that employee shall be placed at a step to ensure at least a 2½% increase with respect to gross salary. If the step in the new range is the first step, the employee shall remain in the step for six (6) months before becoming eligible for advancement to the second step.

- ii. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.
- g. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward, the employees holding positions in classes affected shall have their existing salary adjusted to the same step in the new range.
- h. In any case where, by reason of unusual circumstances, rigid adherence to the foregoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.
- i. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time service, the rate of compensation provided for such positions shall be adjusted accordingly. If the present schedule of hours is changed, appropriate adjustments shall be made in the rates. The step plan shall apply to part-time salaried as well as full-time salaried employees.
- j. Changes in pay rates shall be made on the first day of the pay period next following the date of eligibility and authorization.

SECTION 3: BENEFITS

A. PERS Retirement System:

1. Plan:

- a. Tier 1: CalPERS 3% @ 50 Formula: Provided to all bargaining unit members hired on or before June 30, 2010.
- b. Tier 2: CalPERS 2% @ 50 Formula: Provided to all bargaining unit members hired on or after July 1, 2010.
- c. Tier 3: CalPERS 2.7% @ 57 plan will be provided to all sworn safety members hired on or after January 1, 2013 who are "new members" as defined under the PEPRA.

2. **Employee Contribution:**

- a. Effective December 22, 2012, Tier 1 and Tier 2 bargaining unit employees will pay the 9% employee contribution towards PERS.
- b. Effective January 1, 2013, Tier 3 bargaining unit members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA.
- c. Effective the first full pay period after January 1, 2017, all bargaining unit members shall pay 3% of the employer's contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost).

3. **Survivor Benefits:**

The City provides for 1959 Survivors Benefit Level Four. The employee cost is \$2 per month.

B. Deferred Compensation:

City will pay a total of one hundred dollars (\$100.00) per month to the ICMA deferred compensation program for each employee who makes a matching contribution.

C. Medical, Dental, and Vision Insurance:

1. **Contributions:**

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

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

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

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

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

- ii. PACE Plan (90/10 Plan) Grandfathered Tier – open to employees hired before October 15, 2015. The City will pay 81% of the

employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

- b. Medical Plan contributions for all new members hired after October 15, 2015, and for all members beginning January 1, 2017:

- iii. MCSIG PPO \$40 (70/30 Plan).

The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.

- iv. MCISG PPO \$25 (80/20 Plan).

IAFF Members electing to participate in the MCSIG PPO \$25 (80/20 Plan) will pay the difference between the City's contribution for the PPO \$40 Plan and the PPO \$25 Plan premium.

- v. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.

New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO \$40 plan and the PACE Plan premium.

- vi. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.

The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

- a. The City will split the cost of any increase or decrease in dental and vision premiums with the employee on a 50/50 basis.

2. Retiree Medical

- a. The City shall pay employees (not dependents) costs of health medical insurance for retirees who were hired prior to June 30, 2010.
 - b. IAFF disabled employees who retire must have ten (10) years of continuous service, but do not need to be 50 years of age to receive this benefit.
 - c. The City shall pay until retiree reaches 70 or becomes eligible for Medicare, whichever comes first.

- d. Eligibility: Employees must have ten years of continuous service with the City, be at least 50 years of age, and have been hired by the City prior to July 1, 2010 to receive this benefit.
- e. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.

D. Life Insurance:

City agrees to provide Group Life Insurance coverage which includes a term life insurance policy of fifty thousand dollars (\$50,000) for each represented employee.

E. Long Term Disability Insurance:

The City and Association members will split the IAFF LTD premium 50/50.

F. IRS Section 125 Plan:

The City of Seaside shall maintain an Internal Revenue Code Section 125 Plan Unreimbursed Medical and Dependent Care programs for all employees in the bargaining group. The maximum for both plans is set annually by the IRS.

G. Uniform Allowance

1. Monthly Allowance:

The combined uniform and uniform boot allowance shall be one hundred dollars (\$100.00) per month. The required uniform and uniform boots shall meet the Seaside Fire Department designated standard.

2. New Hire Initial Allowance:

Newly hired personnel of the Fire Department will receive a fixed sum equal to one thousand two hundred dollars (\$1,200.00).

3. Uniform Allowance Reimbursement:

All personnel who separate from employment with less than twelve months of full-time service, will be required to reimburse the City a prorated share of the initial uniform allowance. For each month, or portion thereof, less than twelve, the final compensation shall be reduced by one hundred dollars (\$100.00).

H. Mileage Reimbursement:

With the approval of the Department Head, the City shall reimburse both full and part time employees required to use their personal vehicles for the purpose of conducting City business at a rate based upon the current IRS rate.

I. Wellness Program:

1. City Swimming Pool:

All represented members and their families shall have use of the City of Seaside's swimming pool at no cost to the employee or employee's family.

2. Health Club Membership:

The City will pay up to \$45 per month towards an employee membership at a health club upon submission of receipt of contract and payment to the Finance Division. To be eligible for reimbursement, requests for reimbursement must be received by Finance no later than 90 days from the date of service.

Dues will be processed by payroll deduction if administratively feasible.

3. Annual Medical Physical:

- a. All uniform represented employees shall have the option to have a treadmill test as part of their annual physical every other year paid for by the City of Seaside.
- b. The annual physical will include the prostate specific antigen (PSA) test as part of the lab analysis.

SECTION 4: LEAVE PROVISIONS

A. Vacations

1. Accrual:

All regular employees, shall earn vacation as follows:

- a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of 13 hours per month.
- b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of 19 hours per month.
- c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of 22 hours per month.
- d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years, vacation will be earned at the rate of 25 hours per month.
- e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth year, vacation will be earned at the rate of 26 hours per month.

- f. During the twenty-fifth year, vacation will be earned at the rate of 28 hours per month.

2. Vacation During Initial Probation:

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

3. Vacation Upon Termination:

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

- a. Calculation of Hourly Pay for Vacation Payout: For employees working shifts in the Fire Department, the method of computing hourly pay for accumulated vacation shall be as follows:

- i. Hourly rate equals monthly salary (including incentive pays) multiplied by twelve (12) months and divided by 2912 hours.

5. Maximum Leave Bank Accumulation:

Employees represented by IAFF, will be allowed to have no more than two year's earned vacation accumulated as of the end of the 2nd pay period of January of any year. Based on extenuating circumstances, an employee may be granted one (1) additional year. Payout for leave in excess of maximum will occur on the 1st pay period of March. It shall be management's right and responsibility to see that the employee does not exceed the maximum. The City Manager may, in instances where the needs of the City require, authorize compensation in lieu of time off for accrued vacation.

6. Vacation Cash Out:

Bargaining unit members may cash out 60 hours of accumulated vacation time before the end of the calendar year. Bargaining unit members wishing to utilize this option must notify the City no later than September 15 of the calendar year in which the cash out is being utilized. The cash out payment will be made in the first paycheck of November. This cash out provision is voluntary on the part of each bargaining unit member, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

7. Accumulation During OJI Leave:

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

8. No Interruption of Accumulation:

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

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

1. Accrual:

An employee shall earn 24 hours of sick leave with pay for each calendar month or major fraction thereof served and deducted hour for hour when used.

2. Use of Leave:

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

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

3. Illness/Injury During Vacation:

When an illness or injury requiring doctors treatment, and/or hospitalization occurs during an employee's vacation or approved leave of absence with pay, and the injury or illness is of a nature that would prohibit the employee from performing his/her duties, the employee shall submit a memorandum giving full and complete information as well as a doctor's verification to the Department Head for a determination that such time off will be charged to sick time rather than to vacation time.

4. Personal Leave.

During the month of November each year, represented positions shall have the option to transfer a maximum of ninety-six (96) hours of accumulated sick time to personal leave. Accumulated personal leave shall not be greater than ninety-six (96) hours at the end of any calendar year. Personal leave is for family emergencies.

5. **Bereavement Leave:**

For employees represented by the IAFF, bereavement leave will be permitted without charging such leave against sick leave upon the death of an employee's parent, child, spouse, brother, sister, grandparent, father-in-law, or mother-in-law. Bereavement leave for shift-rate Fire Department personnel will be one and one-half shifts (36 hours), however, the employee may utilize an additional thirty-six (36 hours) of sick leave to extend said leave. Additional time may be granted by the Fire Chief.

6. **Family Sick Leave:**

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

7. **Sick Leave Upon Rehire:**

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

C. On-The-Job Injury Leave:

1. **Labor Code 4850**

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

- a. An employee on leave of absence under this Section will continue to accumulate sick leave and vacation leave.
- b. An employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.
- c. Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

D. Holidays

1. **Regular Holidays:**

All represented employees shall be entitled to the following holidays:

- First day of January (New Year's Day)
- Third Monday in January (Martin Luther King Observance)

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

2. Memorials:

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

3. Holiday Pay:

It is the intent of this resolution that all regular City employees shall observe the twelve (12) holidays set forth above.

- a. Fire Department personnel assigned to shifts will be compensated for holidays by paying for 11.2 hours based on 56 hour work week.

E. Jury Duty:

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

SECTION 5: WORKING CONDITIONS

A. Educational Incentive Program

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

1. Guidelines:

- a. Requests for Educational Incentive Pay shall be submitted to the Fire Chief indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Director. This information will be submitted on forms provided by the Human Resources Department.
- b. All courses taken to secure the above educational incentive pay shall be at the individuals own time and expense and any classes which have letter grades, a "C" or better must be obtained or pass if on a Pass/Fail basis, or certificate of completion if no grade is given. Any disputes shall be decided by the Human Resources Director.

- c. An employee must pass probation before receiving this benefit.
- d. Education acquired prior to appointment as an employee of the City of Seaside qualifies under this program.
- e. A college unit shall mean a semester college unit.
- f. Employees may take courses from public or private schools. Colleges, or universities which are accredited under the auspices of the Council on Post-Secondary Education, when such courses are undertaken for purpose of improving their efficiency, knowledge, or competency in the performance of their duties.

2. Educational Incentive Pay

- a. 2.5% increase for 30 college units with ten of those units in Fire Science.
- b. 5% increase for 60 college units with 20 of those units in Fire Science OR an AA or AS in Fire Science or Fire Protection Technology.
- c. 5% increase for a BA/BS
- d. 7% shall be provided for a MA/MS.
- e. This incentive pay shall not stack.
- f. Association members are not required to recertify Educational Incentive Pay.

B. Tuition Reimbursement:

Tuition and book reimbursement limits shall established \$500 per fiscal year for classes taken at a community college and for classes taken toward State Fire Marshal's Office certificates. The reimbursement level for classes taken at a four-year college or university towards a bachelors, masters, or graduate degree shall be \$3,000 per fiscal year.

C. Employee Incentive Pay:

- a. All employees shall be eligible for Employee Incentive Pay for cost saving suggestions. Employees wishing to apply for incentive pay will submit their suggestion to the Employee Task Force for review. The Task Force will coordinate with the appropriate City departments/divisions to determine the acceptability of the cost-saving suggestion and establish remuneration.
- b. A cost saving suggestion resulting in a one time saving would be evaluated for a one-time bonus. This bonus may range from \$5.00, up

to and not to exceed \$25.00. A cost saving suggestion resulting in an annual saving of a substantial amount of money would be evaluated for an annual bonus of \$100.00.

D. Work Schedule and Staffing:

1. Shift Staffing:

The Fire Department intends to continue its current minimum staffing level of seven (7), unless otherwise directed by the City Council.

2. Work Schedule:

The City and IAFF agree to the 48/96 schedule for all members of IAFF, Local 1218, assigned to the Fire Operations Division of the Fire Department. The 48/96 work schedule shall result in a change from a twenty-seven (27) day Fair Labor Standards Act (FLSA) work period to a twenty-four (24) day FLSA work period.

3. Exchange Hours:

The City agrees to allow personnel to exchange hours or shifts an unlimited number of times per year. Under no circumstances shall overtime be incurred as a result of a shift exchange unless the employee scheduled to work pursuant to the shift exchange is sick.

4. Consecutive Work Shifts:

There will be no changes in consecutive work shift policy. Consecutive work shifts will only be allowed when no other alternatives are available.

E. Grievance Procedure:

The Association has a right to file a grievance upon the following conditions:

1. The grievance involves more than one Association member.
2. There is a specified violation of the MOU in force or a specified violation of a City or Department rule and regulation.

F. Promotional Testing:

Promotional testing for, and the filling of, approved and funded positions represented by the Association shall occur within one year of the vacancy.

G. Bilingual Training:

The City shall provide bilingual (Spanish) training for uniformed Fire Department personnel at the fire station at no cost to uniformed personnel.

H. Unit Designation:

The IAFF, Local 1218, represents the classifications of Firefighter, Fire Engineer, and Fire Captain.

SECTION 6: MISCELLANEOUS

A. City's Right To Discovery:

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

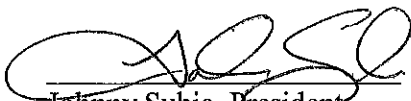
B. Separability

If any section, subsection, paragraph, clause or phrase of this agreement is, for any reason, held to be invalid or unconstitutional, by a court of competent jurisdiction, such invalidity or unconstitutionality of the remaining portions of this agreement, it being hereby expressly declared that this document, each section, subsection, paragraph, sentence, clause and phrase thereof, would have been adopted irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

It is agreed by the parties to this agreement that the preceding represents the full and complete agreement which has been reached after discussions held in accordance with the Meyers-Milias-Brown Act. All other proposals, offers, counter-proposals, counter-offers, or other matters discussed during the meet and confer process are deemed to be rejected by both the City and the Association.

Craig Malin, City Manager
City of Seaside

Date



Johnny Subia, President
International Association of
Firefighters, Local 1218

7/11/2017
Date

Salary Adjustments

Position	Distance Behind Market	FY 17-18		FY 18-19		FY 19-20			Total
		7/1/2017	1/3 Equity 1/1/18	7/1/2018	1/3 Equity 1/1/19	7/1/2019	1/3 Equity 1/1/20	6/30/2020	
Fire Captain	5.75%	3.00%	1.92%	3.0%	1.92%	3.0%	1.92%	2.00%	16.75%
Fire Engineer	5.51%	3.00%	1.84%	3.0%	1.84%	3.0%	1.84%	2.00%	16.51%
Firefighter	5.20%	3.00%	1.73%	3.0%	1.73%	3.0%	1.73%	2.00%	16.20%

All salary increases occur on the first day of the pay period following the dates indicated.

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

January 1, 2017 – December 31, 2019

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

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

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

SECTION 1: TERM

The provisions of the Memorandum of Understanding shall become effective January 1, 2017, and shall remain in effect for a period, terminating on December 31, 2019.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. **Salary Adjustments:** Equity and Salary adjustments to be applied consistent with the attached chart.

2. **Longevity Pay:**

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

B. Overtime

1. **Sworn Personnel:**

a. **Pre-Approval:** Requests for overtime that can be scheduled should be pre-approved by the Department Head or designee. Overtime not possible to schedule in advance and necessary for public safety and welfare shall be worked at Department Head discretion, subject to City Manager review.

b. **Minimum Overtime Guarantee:** An employee represented by POA who is called back to work after he/she has completed his/her regular shift and has left his/her place of employment, or who is required to make a job related court appearance on off-duty hours shall be compensated for a minimum of four (4) hours overtime. It is expressly understood that an employee who works overtime (including court appearances) immediately prior to or subsequent to his/her regular

work shift shall be compensated at the actual hours worked with no minimum number of hours guaranteed.

- c. **Maximum Compensatory Leave Balance:** Sworn employees will be allowed to have no more than one-hundred forty (140) hours of compensatory time at any given time.
- d. **Court Time:** Sworn members of the police department will be paid court time at time and a half for all hours required beyond regular duty hours, beginning with arrival at court and ending with departure from court.

2. Civilian Personnel (non-sworn):

- a. **FLSA Calculation:** Civilian employees will be paid overtime in accordance with the FLSA (over 40 hours in a work week).
- b. **Maximum Compensatory Leave Balance:** Civilian employees will be allowed to have no more than one hundred (100) hours of compensatory time at any given time.

3. Sell Back Option:

Sworn and civilian employees may sell back compensatory time or vacation time not used up to a maximum of eighty (80) hours per year with management approval. Employees wishing to sell back leave must notify Finance by September 15 of each year and payoff will occur the first pay period of November.

C. Special Pay Assignments

1. Motors:

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

2. Canine Handler:

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

submit a written request to the Police of Chief or the Chief's assigned designee for additional compensation for the hours spent performing such work.

3. *Field Training Officer Pay:*

Police Officers assigned by the Police Chief to perform Field Training Officer duties will receive a 5% premium above his or her base rate of pay effective the first day of the pay period upon assignment and while assigned. The premium and assignment are subject to the discretion of the Police Chief and shall be made for a minimum of one pay period. The removal of this assignment shall not be considered discipline.

4. *Rotational Assignments:*

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

5. *Bilingual Pay (Sworn):*

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

6. *Bilingual Pay (Civilian Employees):*

- a. 2 ½% premium above base pay will be granted to use Spanish as tested for speaking and listening;

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

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

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

8. *Acting Positions – Police Corporal:*

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

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

- a. Employees who are assigned to perform a majority of the duties of a position within a higher classification from that in which they are regularly employed shall, receive the compensation specified for that position to which assigned, if performing the duties thereof for a period of thirty (30) consecutive work days.

- b. Said increased compensation should be at the lowest step of the higher classification which will accord such employee an increase of at least five (5) percent over his/her current regular compensation.

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

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

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

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

11. Shift Differential – Sworn Personnel:

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

D. Administration of Pay Plan:

1. Anniversary Date

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

for the City within ninety (90) days of his/her discharge or release from military service.

- d. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth below.

E. Salary Ranges

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

- a. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.
- b. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance following the completion of six (6) months satisfactory service in the first step and upon written recommendation of the Department Head and approval by the City Manager.
- c. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of the Department Head and approval by the City Manager.
- d. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance following the completion of twelve (12) months satisfactory service in the third step and upon written recommendation of the Department Head and approval by the City Manager.
- e. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance following the completion of twelve (12) months satisfactory service in the fourth step and upon the written recommendation of the Department Head and approval of the City Manager.
- f. **Accelerated Step Advancement for new Police Officers:** During the first three years of employment, the Police Chief has the authority to advance new Police Officer's step placement every 6 months based on the employee's performance as determined by the Police Chief.

The Chief has the sole discretion to approve or deny such advance placement.

- g. Notwithstanding the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to classification having a higher overlapping salary range, shall be adjusted:
 - i. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. If the step in the new range is the first step, the employee shall remain in that step for six (6) months before becoming eligible for advancement to the second step.
 - ii. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.
- h. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward, the employees shall have their existing salary adjusted to the same step in the new range.
- i. In any case where, by reason of unusual circumstances, rigid adherence to the forgoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.
- j. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time services, the rate of compensation provided for such positions shall be adjusted accordingly, except those employees indicated in this resolution as working part-time or on a retainer, in which case they shall draw the full salary indicated. If the present adjustments shall be made in the rates, the step plan shall apply to part-time salaried as well as full-time salaried employees.
- k. Changes in pay rates shall be made on the first day on the pay period next following the date of eligibility and authorization.

SECTION 3: BENEFITS

A. PERS Retirement System Safety - Sworn:

1. Safety Retirement Plans:

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

2. Implementation of 2% @ 50:

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

3. Contribution:

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

4. Survivor Benefits:

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

B. Civilian Personnel Miscellaneous (Non-sworn)

1. Miscellaneous Retirement Plans:

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

2. Contribution:

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

3. Survivor Benefits:

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

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

1. Plan:

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

2. Eligibility:

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

3. Contribution:

The City will make the employee's contribution.

D. Deferred Compensation:

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

E. Medical, Dental, and Vision Insurance:

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

1. Contributions:

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

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

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

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

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

- ii. PACE Plan (90/10 Plan) Grandfathered Tier – open to employees hired before October 15, 2015. The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

- b. Medical Plan contributions for all new members hired after October 15, 2015, and for all members beginning January 1, 2017:

- i. MCSIG PPO \$40 (70/30 Plan).
The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.

- ii. MCSIG PPO \$25 (80/20 Plan).

SPOA Members electing to participate in the MCSIG PPO \$25 (80/20 Plan) will pay the difference between the City's contribution for the PPO \$40 Plan and the PPO \$25 Plan premium.

iii. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.

New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO \$40 plan and the PACE Plan premium.

iv. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.

The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

- c. The City will split the cost of any increase or decrease in dental and vision premiums with the employee on a 50/50 basis.

3. Retiree Medical:

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

F. Life Insurance:

1. Sworn Employees:

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

2. Civilian Employees:

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

G. Long-Term Disability:

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

H. IRS Section 125 Plan:

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

I. Uniform Allowance:

1. Sworn Personnel:

- a. Newly hired sworn members of the police department will be provided with uniforms and shall receive \$15.00 per month uniform maintenance allowance for the first year of employment. Newly hired sworn personnel will not be required to purchase a Class A jacket until successful completion of probation.
- b. All sworn police personnel except for those in their first year of employment will receive a uniform allowance of \$81 per month.

2. Civilian Personnel (Non-sworn):

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

J. Mileage Reimbursement:

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

K. Wellness Program:

1. Health Club Membership:

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

L. Annual Medical Physical:

Physical examinations for sworn personnel will be every two years.

SECTION 4: LEAVE PROVISIONS

A. Vacations

1. Accrual:

All regular employees shall earn vacation as follows:

- a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of six and two thirds ($6 \frac{2}{3}$) hours per month or ten (10) days per year for POA.
- b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of ten (10) hours per month or fifteen (15) days per year for POA.
- c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of eleven and one third ($11 \frac{1}{3}$) hours per month or seventeen (17) days per year for POA.
- d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years, vacation will be earned at the rate of thirteen and one third ($13 \frac{1}{3}$) hours per month or twenty (20) days per year for POA.
- e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth year, vacation will be earned at the rate of fourteen (14) hours per month or twenty-one (21) days per year.

2. Vacation During Initial Probation:

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

3. *Vacation and Holidays:*

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

4. *Vacation Upon Termination:*

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

- a. Calculation of Hourly Pay for Payout: For employees working five (5) day or modified schedule, the method for computing hourly pay for accumulated vacation time shall be as follows:

- i. Hourly rate equals monthly salary multiplied by twelve (12) months and divided by 52 weeks times 40 hours.

5. *Maximum Accumulation:*

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

6. *Sell Back Option:*

Sworn and civilian employees may sell back compensatory time or vacation time not used up to a maximum of 80 hours per year with management approval. Employees wishing to sell back leave must notify Finance by September 15 of each year and payoff will occur the first pay period in November.

7. *Compensation in Lieu of Time Off:*

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

8. *Accumulation during OJI Leave:*

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

9. *No Interruption of Accumulation:*

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

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

1. *Accrual:*

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

2. *Use of Leave:*

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

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

3. *Sick Leave Upon Rehire*

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

4. *Illness/Injury During Vacation:*

When an illness or injury requiring doctors treatment, and/or hospitalization occurs during an employee's vacation or approved leave of absence with pay, and the injury or illness is of a nature that would prohibit the employee from performing his/her duties, the employee shall submit a memorandum giving full and complete information as well as a doctor's verification to their respective department head for a determination that such time off will be charged to sick time rather than to vacation time.

5. *Family Sick Leave:*

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

whom the employee stands in loco parentis), spouse or domestic partner, grandparent, grandchild, and sibling.

6. Bereavement Leave:

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

C. On-The-Job Injury Leave:

1. Sworn Personnel:

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

2. Civilian Personnel (Non-Sworn):

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

3. Leave Accrual:

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

4. Temporary Disability:

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

5. Use of Accumulated Leaves:

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

6. Therapy for On-The-Job Injury:

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

D. Holidays

1. Regular Holidays:

All and employees shall be entitled to the following holidays:

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

2. Holiday Calculation:

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

3. Memorials:

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

4. Holidays on Sunday

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

5. Holidays on Saturday:

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

6. Holidays and Scheduled Days Off:

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

E. Jury Duty and Subpoenas:

1. Jury Duty:

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

2. Subpoenas:

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

SECTION 5: WORKING CONDITIONS

A. Educational Incentive Program:

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

1. Tuition Reimbursement:

- a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Department Head. Classes will be approved for reimbursement so long as they are determined to be job related, or required as a part of a degree program. Disputes regarding course approval will be submitted to the Human Resources Director.
- b. Any employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time. The City will encourage enrollment through a tuition and reimbursement plan with a maximum of \$500 per fiscal year for classes taken at a community college and \$3,000 for classes taken at a four-year college or university towards a bachelors, masters, or graduate degree.
- c. After completing the course with a grade of "C" or better ("Pass" or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the employee's department head indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Director. This

information shall be submitted on forms provided by the Human Resources Department.

- d. Employees may take courses from public or private schools, colleges, or universities which are accredited under the auspices of the Council on Post Secondary Education, when such courses are undertaken for the purpose of improving their efficiency, knowledge, or competency in the performance of their duties.

2. Educational Incentive Pay:

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

3. Re-certification Training

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

B. Service Awards:

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

C. Employee Incentive Pay:

- a. All employees shall be eligible for Employee Incentive Pay for cost saving suggestions. Employees wishing to apply for incentive pay will submit their suggestion to the Employee Task Force for review. The Task Force will coordinate with the appropriate City departments/divisions to determine the acceptability of the cost-saving suggestion and establish remuneration.

- b. A cost saving suggestion resulting in a one time saving would be evaluated for a one-time bonus. This bonus may range from \$5.00, up to and not to exceed \$25.00. A cost saving suggestion resulting in an annual saving of a substantial amount of money would be evaluated for an annual bonus of \$100.00.

D. Work Schedule:

1. Patrol:

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

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

2. Community Services and Investigations:

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

3. Administration:

The Administrative Corporal will work a 4/10 schedule.

4. Shift Assignments:

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

SECTION 6: MISCELLANEOUS

A. City's Right To Discovery:

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

B. Savings Clause:

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

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

Craig Malin, City Manager
City of Seaside

Date

Alex Sakhrani, President
Seaside Police Officers Assoc

Date



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



7/11/17

Three years ending 12/31/2019									
Class	Distance Behind Market	1/1/2017	7/1/2017	1/1/2018	7/1/2018	1/1/2019	7/1/2019	12/31/2019	Total
		1/3 Equity	General Adjustment	1/3 Equity	General Adjustment	1/3 Equity	General Adjustment	General Adjustment	
Police Officer	4.62%	1.54%	3.00%	1.54%	3.00%	1.54%	3.00%	2.00%	15.62%
Police Corporal	9.99%	3.33%	3.00%	3.33%	3.00%	3.33%	3.00%	2.00%	20.99%
Police Sergeant	9.69%	3.32%	3.00%	3.32%	3.00%	3.32%	3.00%	2.00%	20.96%
Records Technician	4.44%	1.48%	2.00%	1.48%	2.00%	1.48%	2.00%	2.00%	12.44%
Records Specialist	4.44%	1.48%	2.00%	1.48%	2.00%	1.48%	2.00%	2.00%	12.44%
Records Supervisor	4.44%	1.48%	2.00%	1.48%	2.00%	1.48%	2.00%	2.00%	12.44%
Police Svcs Asst	7.18%	2.39%	2.00%	2.39%	2.00%	2.39%	2.00%	2.00%	15.18%
Vehicle Abatement Officer	6.57%	2.19%	2.00%	2.19%	2.00%	2.19%	2.00%	2.00%	14.57%
Animal Control Officer	7.23%	2.41%	2.00%	2.41%	2.00%	2.41%	2.00%	2.00%	15.23%
Sr. Admin Asst	0.00%	0.00%	2.00%	0.00%	1.50%	0.00%	1.50%	2.00%	7.00%



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer

DATE: July 20, 2017

**SUBJECT: CONSIDER RESOLUTION APPROVING THE TRANSPORTATION
AGENCY FOR MONTEREY COUNTY (TAMC) AGREEMENT FOR
THE ALLOCATION OF FUNDING FOR THE PERIOD OF MARCH
2017 THROUGH MARCH 2020 AS APPROVED BY THE TAMC
BOARD OF DIRECTORS**

PURPOSE

The purpose of this item is to have the City Council approve an agreement between the Transportation Agency for Monterey County (TAMC) and the City of Seaside for the allocation of funding for the period of March 2017 through March 2020 as approved by the Transportation Agency Board of Directors.

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving the Transportation Agency for Monterey County (TAMC) Agreement for the allocation of funding for the period of March 2017 through March 2020 as approved by the Transportation Agency Board of Directors and authorize the City Manager to execute the agreement.

BACKGROUND

At its March 22, 2017 meeting, the Transportation Agency for Monterey County (TAMC) awarded the City of Seaside two hundred twenty-one thousand nine hundred and one dollars (\$221,901) for the Regional Surface Transportation Program (RSTP) Fair Share allocation. The grant award is for a three-year period ending fiscal year 2020. TAMC submitted a Master Funding Agreement for the City to approve to accept funding from TAMC. The Master Funding Agreement is attached as Exhibit 'A' to the attached resolution.

The City of Seaside and the Transportation Agency of Monterey County previously executed a

Master Funding Agreement that covered the period March 2014 through March 2017.

The TAMC's Master Funding Agreement is designed to comply with a State requirement that the Transportation Agency for Monterey County enter into contracts with its member agencies for the reimbursement of Regional Surface Transportation Program funds. The Master Funding Agreement details state requirements for several funding sources (Regional Surface Transportation Program, Transportation Development Act 2%, and Local Transportation Fund) and other fiscal provisions required to comply with state and federal regulations. The agreement also covers any Regional Development Impact Fees that are programmed to projects managed by local jurisdictions, requiring them to follow the same provisions as the other fund sources.

The Master Agreement anticipates that specific projects and amounts may vary over time and that the City and TAMC will only need to approve revised "Exhibit A" documents, rather than the entire Master Agreement. Each Exhibit A will identify the project for which funds are allocated, as well as the timing and amount of such funds for each identified project, in order to ensure compliance with requirements. Exhibit A's will be updated each time new funds are allocated or existing allocations are modified.

While the majority of the provisions in the Master Funding Agreement reflect the language of the agreement that the Transportation Agency signs with the State to receive RSTP funds, Agency staff has also included project completion requirements in this agreement. As part of the Master Funding Agreement, the funding recipient agrees to provide to the TAMC a short report summarizing total project costs and milestones, including before and after photos of the project, for each funded project within sixty days of completion. In addition, the Master Funding Agreement will need to be updated with each agency every three years. Each individual project will have a three year timely use of fund date, timed to the day the award was approved by the TAMC Board of Directors. All projects awarded to a jurisdiction with funds programmed by the TAMC will be included in the Master Agreement, including past awards and fair share allocations. Once a Master Agreement has been executed, then jurisdictions may submit a claim reimbursement form for funds.

Staff recommends that the City Council approve a resolution accepting the agreement with TAMC and authorize the City Manager to execute the agreement. The City cannot request disbursement of grant funds from the TAMC until the Master Funding Agreement is fully executed.

Environmental Compliance:

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

FISCAL IMPACT

There is no fiscal impact to the General Fund associated with the approval of the Agreement.

ATTACHMENTS

1. Resolution
 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
APPROVING AN AGREEMENT BETWEEN THE TRANSPORTATION AGENCY FOR
MONTEREY COUNTY AND THE CITY OF SEASIDE FOR THE ALLOCATION OF
FUNDING FOR THE PERIOD MARCH 2017 THORUGH MARCH 2020 AS
APPROVED BY THE TRANSPORTATION AGENCY BOARD OF DIRECTORS**

WHEREAS, the Transportation Agency for Monterey County is the state-designated Regional Transportation Agency for Monterey County; and

WHEREAS, the Regional Surface Transportation Program (RSTP) was established by California State Statue utilizing Surface Transportation Program funds that are identified in Section 133 of Title 23 of the United States Code; and

WHEREAS, Local Transportation Funds are made available in accordance with Section 99233.3 of the Transportation Development Act (TDA) for Pedestrian and Bicycle Facilities; and

WHEREAS, the Transportation Agency for Monterey County (TAMC) distributes these funds to local agencies as part of its responsibilities as the Regional Transportation Planning Agency for Monterey County; and

WHEREAS, TAMC's member agencies are required to enter into a Funding Allocation Agreement, attached hereto, for reimbursement of these funds that details state requirements for RSTP funds and other fiscal provisions required to comply with state and federal regulations; and

WHEREAS, attached to the Funding Allocation Agreement is Exhibit A that has identified projects for which these funds are allocated, as well as the amounts of funds for each identified project, in order to ensure compliance with grant requirements.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Seaside to approve the Agreement between the Transportation Agency for Monterey County and the City of Seaside for the Allocation of Funding for the period March 2017 through March 2020 as Approved by the Transportation Agency Board of Directors, attached hereto, and to authorize the City Manager to execute the agreement.

PASSED AND ADOPTED at a regular City Council meeting duly held on the 20th day of July, 2017 by the following vote:

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

Ralph Rubio, Mayor
City of Seaside

ATTEST:

Lesley Milton-Rerig, City Clerk

**AGREEMENT BETWEEN THE
TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND THE CITY OF SEASIDE
FOR THE ALLOCATION OF FUNDING APPROVED BY
THE TRANSPORTATION AGENCY BOARD OF DIRECTORS**

This agreement is made on March 22, 2017 by and between the City of Seaside, a public body, hereinafter referred to as “Recipient,” and the Transportation Agency for Monterey County, hereinafter referred to as “TAMC.”

WHEREAS, the TAMC is the state-designated Regional Transportation Planning Agency for Monterey County; and

WHEREAS, as authorized by section 182.6(g) of the Streets and Highways Code, the TAMC has entered into a separate agreement with the State of California, through the Department of Transportation (Caltrans), to assign a defined portion of its annual Regional Surface Transportation Program (RSTP) apportionment to Caltrans in exchange for state funds for specified fiscal year(s); and

WHEREAS, the TAMC is authorized to use these exchanged funds (hereinafter RSTP Exchange Funds) to assist local agencies to promote projects which otherwise qualify for RSTP funds; and

WHEREAS, as authorized by Chapter 2, Title 21, Rule 6640 of the Transportation Development Act, one of the duties of the TAMC is to administer the provisions of the Transportation Development Act in apportioning Local Transportation Funds (LTF) for the Transportation Development Act 2% (TDA 2%) program for bicycle and pedestrian projects pursuant to Article 3 of that law, and to the Cities, County, and Monterey-Salinas Transit;

WHEREAS, as authorized by the Joint Powers Agreement for the Monterey County Regional Development Impact Fee Agency, the TAMC is designated to administer and allocate regional development impact fee revenues (RDIF) to projects identified in the approved Strategic Expenditure Plan; and

WHEREAS, the TAMC Board has approved the allocation of funds toward the projects listed in Exhibit A; and

WHEREAS, it is contemplated by TAMC and the Recipient that the amount of funding and the projects designated in Exhibit A may change from time to time as set forth below; and

WHEREAS, the TAMC has requested the Monterey County Auditor-Controller to establish a separate fund for the Federal Apportionment Exchange Program and such a separate fund has been established.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RULES FOR RSTP EXCHANGE FUNDS

- A. The TAMC agrees to allocate RSTP Exchange Funds paid by Caltrans under the Federal Apportionment Exchange Program only for projects as authorized under sections 133(b) and 133 (c) of Title 23, United States Code and Article XIX of the California State Constitution.
- B. The Recipient agrees to use RSTP Exchange Funds only for the RSTP Exchange eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

2. RULES FOR LTF

- A. The TAMC agrees to allocate LTF funds under the Transportation Development Act only for projects as authorized under the Transportation Development Act Section 99230.
- B. The Recipient agrees to use LTF funds only for LTF eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

3. RULES FOR TDA 2%

- A. The TAMC agrees to allocate TDA 2% funds under the Transportation Development Act only for projects as authorized under the Transportation Development Act Section 99234 Claims for Pedestrian and Bicycle Facilities.
- B. The Recipient agrees to use TDA 2% funds only for TDA 2% eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

4. RULES FOR RDIF

- A. The TAMC agrees to allocate RDIF funds under the Joint Powers Agreement only for projects as authorized by the TAMC Board of Directors in the approved Strategic Expenditure Plan.
- B. The Recipient agrees to use RDIF funds only for RDIF eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

5. ADMINISTRATIVE POLICIES

- A. The projects described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Master Agreement, by means of approval by the TAMC Board of Directors of a revised Exhibit A, which shall be designated by a date and number (e.g., “Exhibit A-1 (DATE)”).
- B. The Recipient agrees to submit an annual report to TAMC by April 30 describing the progress towards completion for all projects listed in Exhibit A.
- C. The Recipient agrees to mention TAMC’s role in funding the project in any press releases or media events held by the Recipient to promote a funded project.
- D. The TAMC agrees to reimburse the Recipient within 30 days of receipt of a completed claim form (Exhibit B) from the Recipient.
- E. The Recipient agrees to cause the completion of the project(s) within three years from the date funds were awarded by the TAMC Board of Directors, as recorded in Exhibit A. Failure to complete the project(s) in a timely basis shall allow TAMC to refuse reimbursement and to reprogram such funds for other purposes.

6. COST PRINCIPLES

- A. Recipient agrees to comply with Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements.
- B. Recipient agrees to:
 - (a) use Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual project cost items; and
 - (b) comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.

Every sub-recipient receiving funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.

7. THIRD PARTY CONTRACTING

- A. Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of Caltrans. This provision shall not apply to professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f).
- B. Recipient agrees that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors and only if consistent with Paragraph 10, below.
- C. In addition to the above, the pre-award requirements of third party contractor/consultants with Recipient shall be consistent with Local Program Procedures as published by Caltrans.

8. ACCOUNTING SYSTEM

Recipient, its contractors and subcontractors, shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment claims.

9. RIGHT TO AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Recipient shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, TAMC, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

10. TRAVEL AND SUBSISTENCE

Payments to Recipient for travel and subsistence expenses of Recipient forces and/or its contractors or subcontractors, claimed for reimbursement or applied as local match credit, shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates

invoiced are in excess of those authorized DPA rates, then Recipient is responsible for the cost difference and any overpayments shall be reimbursed to the TAMC on demand.

11. **PROJECT COMPLETION**

Recipient agrees to provide to the TAMC a short report summarizing total project costs and milestones, including before and after photos of the project, for each project within sixty (60) days of completion.

12. **GOVERNING LAWS.** This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

13. **CONFLICT OF INTEREST.** Recipient warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

14. **CONSTRUCTION OF AGREEMENT.** The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

15. **WAIVER.** Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

16. **SUCCESSORS AND ASSIGNS.** This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

17. **TIME IS OF THE ESSENCE.** The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

18. **EXECUTION OF AGREEMENT.** Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which

shall be deemed an original, but all of which together shall constitute one and the same agreement.

19. ENTIRE AGREEMENT. This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.
20. TERMINATION DATE. This Agreement shall remain in effect for a period of three (3) years from the date of this Agreement.

IN WITNESS WHEREOF, TAMC and Recipient execute this Agreement as follows:

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Debra L. Hale
Executive Director

Date

Recipient:
CITY OF SEASIDE

Name, Title

Date

Approved as to Form:

Kay Reimann
Kathryn Reimann
TAMC Counsel

3/28/17
Date

City Attorney
City of Seaside

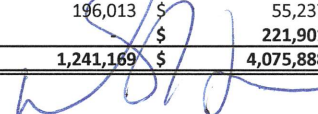
Date

Transportation Agency for Monterey County
Master State and Federal Funding Agreement
Exhibit A

City of Seaside

Agency	Board Approval Date	Fund Expiration Date	Type	Project	Budget	Paid	Balance Outstanding
Seaside	8/27/2014	8/27/2017	RSTP Fair Share	Final Design & Construction of Coe Avenue Bikeway	\$ 606	\$ 606	\$ -
Seaside	3/26/2014	8/27/2017	RSTP Competitive	Broadway Ave. Improvements	\$ 500,000	\$ 500,000	\$ -
Seaside	8/27/2014	8/27/2017	RSTP Fair Share	Broadway Ave. Improvements	\$ 542,962	\$ 542,962	\$ -
Seaside	8/27/2014	8/27/2017	RSTP Competitive	West Broadway Urban Village Infrastructure Improvements Project	\$ 3,798,750	\$ -	\$ 3,798,750
Seaside	9/28/2016	9/28/2019	RSTP Fair Share	West Broadway Urban Village Infrastructure Improvements Project	\$ 1,588	\$ 1,588	\$ -
Seaside	8/27/2014	8/27/2017	TDA 2%	West Broadway Urban Village Infrastructure Improvements Project	\$ 251,250	\$ 196,013	\$ 55,237
Seaside	3/22/2017	3/22/2020	RSTP Fair Share	2017 Fair Share Reserve	\$ 221,901	\$ -	\$ 221,901
					\$ 5,317,057	\$ 1,241,169	\$ 4,075,888

Last Revised: 3/22/2017

Approved by: 
Debra L. Hale, Executive Director



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: July 20, 2017

**SUBJECT: APPROVE RESOLUTION ADOPTING THE UPDATED BOARDS,
COMMISSIONS AND COMMITTEES HANDBOOK**

PURPOSE

To adopt a resolution formalizing the Boards, Commissions and Committees appointment process and Commissions authority as outlined in the updated Boards, Commissions and Committees Handbook.

RECOMMENDATION

That the City Council approve a Resolution adopting the handbook as presented.

BACKGROUND

PURPOSE OF THE HANDBOOK

In 2014 the City Council adopted a Boards, Commissions and Committees Handbook to help explain the purpose, process and expectations of serving on a Commission and help those newly appointed become familiar with standard procedures and protocol. Although commissions are unique to themselves, there are procedures, protocols and policies that are common to all of them. The handbook has been prepared to:

1. Outline the role and function of each City Board, Commission, and Committee.
2. Review important guidelines for all Boards, Commissions, and Committees, as well as the responsibilities of appointed members.
3. Provide information about the history and composition of the City organization.
4. Provide members with the information necessary to understand areas of responsibility for their respective Board, Commission, or Committee, and their role in serving the City.

This handbook also attempts to impress upon members that the credibility of a commission is very important and is directly linked to the actions of its members. Public employees, elected officials and volunteers for public organizations have a responsibility to uphold the public trust. This responsibility demands the highest standards of conduct

and education to our individual work assignments. All public servants have an obligation to remain objective and to render impartial services. The handbook lists suggestions for ways to maintain a high level of credibility throughout the community and to strengthen public trust.

CHANGES TO THE HANDBOOK

Changes to the Handbook and Boards, Commissions and Committee practices since last adopted in 2014 include the following:

- Clarification of Member's Scope of Authority
- Clarification regarding Appointment authority
- Clarification on Application and Appointment process
- Business Cards: The City will start providing business cards for Commissioners, at their request, so that the public can identify who they are and pass on suggestions and concerns.
- Work Plans: Written into the Municipal Code, BCCs are required to submit an annual work plan to the City Council but this obligation has not been enforced for many years. Now that all vacancies are filled, all BCCs will be required to submit annual work plans and present them to the Council for approval.
- Meeting archives
- Committee Liaisons: A recently adopted process here at the City of Seaside is to assign Committee to Committee Liaisons to act as a bridge between committees to provide synergies.
- Annual Appreciation: All BCCs are volunteers. Every volunteer with the City of Seaside donates their time for the betterment of our community. Started last fiscal year and added into the budget for FY 17-18, there will be an annual BCC appreciation event to thank all members for their service.
- Explanation of changes to the Public Records Policy: Due to the recent court Decision from City of San Jose VS. Superior Court language was included to clarify communication practices for members.

At the June 15, 2017 City Council Meeting, Council Member Jones requested a review of the process of appointment for Board and Commission members. At the July 6, 2017 City Council meeting the Council discussed and provided direction to approve the handbook with a modification to be made as to the consistency of the Council Subcommittee. Inserted into the Handbook has been a statement that identifies the Council Subcommittee as the Mayor and one Council Member representative. The Council Member Representative will rotate after every appointment recommendation. Changes are highlighted in Yellow in the attached handbook.

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving the attached handbook to provide guidelines to the City's appointed Board, Commission and Committee members so that they can have a successful term in office and assist the Council in achieving the overall goals of the community.

FISCAL IMPACT

There is no fiscal impact associated with this action.

ATTACHMENTS

1. Draft Resolution
 2. Draft Boards, Commissions and Committees Handbook
-

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

ADOPTING THE UPDATED BOARDS, COMMISSIONS AND COMMITTEES HANDBOOK

WHEREAS, Commissions were created by the City Council to act as advisory bodies and provide necessary information to the Council to help achieve the overall goals of the community; and

WHEREAS, In 2014 the City Council adopted a Boards, Commissions and Committees Handbook to help explain the purpose, process and expectations of serving on a Commission and help those newly appointed become familiar with standard procedures and protocol; and

WHEREAS, on July 6, 2017, the City Council discussed the process for making appointments to Boards Commissions and Committees and reviewed the draft Boards, Commissions and Committees handbook; and

WHEREAS, per the Municipal Code, the City is responsible to establish procedures for recommending applicants for appointment;

NOW, THEREFORE BE IT RESOLVED that the Boards Commissions and Committees handbook listed as Attachment A is hereby adopted as the process for committee appointments to Boards, Commissions and Committees.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 20th day of July 2017 by the following vote:

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

APPROVED:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

City of Seaside Boards, Commissions & Committees Handbook





THE CITY OF SEASIDE MISSION:

Include

Innovate

Inspire

Our Vision

Seaside is a vibrant, proudly diverse, energetic and safe community, with extraordinary natural beauty, quality of life and economic opportunities.

Strategic Goals

Provide an increasingly safe community

Create vibrant, sustainable economic development

Provide leadership to obtain water supply for desired development
& quality of life

Development and implement a quality infrastructure program

Achieve and sustain fiscal health and wellness



WELCOME TO THE CITY OF SEASIDE!

The expertise and guidance that Boards, Commissions & Committees provide the City Council as the final decision-making body is very important and relied upon heavily by the Council when issues are discussed. These Commissions were created for the purpose of overseeing distinct issues and subjects affecting a city. Although commissions are unique to themselves, there are procedures, protocols and policies that are common to all of them. This handbook has been developed to assist members in becoming familiar with standard procedures and protocol. Use this guide as a road map for your term in office.

For more information about your responsibilities as a Commissioner, please contact the City staff person supporting your board, or contact our City Clerk at cityclerk@ci.seaside.ca.us.

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The credibility of a commission is very important. Public employees, elected officials and volunteers for public organizations have a responsibility to uphold the public trust. This responsibility demands the highest standards of conduct and education to our individual work assignments.

In order to maintain a high level of credibility throughout the community and to strengthen public trust, the following suggestions are offered:

- Understand that you are in a visible position and represent the City and its citizens.
- Information received in the performance of commission duties should not be used as a means for making private profit or advancing the financial interests of others.
- Official actions should be disassociated from personal affiliations.
- Avoid special favors or privileges to individuals whether for remuneration or not.
- Do not accept gifts or benefits which could be construed as having influence over the performance of your official duties.

The role of the Commissioner is to represent the public and the public's best interest. Commissioners are responsible for reviewing meeting materials in advance, attending meetings regularly and on time, notifying the Staff Liaison and their Chairperson in advance if they cannot attend a meeting, and volunteering for committees (if the Commission has any). Commissioners are expected to have knowledge about City goals and the goals and priorities of the City Council. In order to be an effective Commissioner, you are expected to read this handbook to understand how to comply with all State and local laws and rules regarding meetings.



CODE OF ETHICS

Adopted July 5, 1979

Ethical behavior is the cornerstone for all aspects of city government. The Seaside City Council reinforces the City's commitment to ethical government by adopting the letter and spirit of this Code of Ethics. The Code's aim is to affirm an identity of excellence and integrity for our City's government through our citizens, our employees and our dealings with other communities and build public trust.

The Code applies to all who represent our City's government. It includes all elected and appointed officials, citizens campaigning for elective office, City employees and others who participate in City government. As representatives of the City, all are required to subscribe to and understand how the Code applies to them. All must agree to practice the values expressed in the Code in day to day service to the City.

"The ethical person should do more than he is required to do and less than he is allowed to do."

**- Michael Josephson;
Founder of the
Josephson Institute
of Ethics**

ANY PERSON IN GOVERNMENT SERVICE SHOULD:

- A. **LOYALTY:** Put loyalty to the highest moral principles and to country above loyalty to persons, party, or Government department.
- B. **RULE OF LAW:** Uphold the Constitution, laws, and legal regulations of the United States and all governments therein and never be party to their evasion.
- C. **EFFORT:** Give a full day's labor for a full day's pay; giving to the performance of his/her duties his/her earnest effort and best thought.
- D. **EFFICIENCY:** Seek to find and employ more efficient and economical ways of getting tasks accomplished.
- E. **INCLUSION:** Never discriminate unfairly by dispensing special favors or privileges to anyone, whether for remuneration or not; and never accept, for himself or his family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of his governmental duties.
- F. **PROMISES:** Make no private promises of any kind binding upon the duties of office, since a Government employee has no private work which can be binding upon public duty.
- G. **CONSISTENCY:** Engage in no business with the Government, either directly or indirectly, which is inconsistent with the ideals and ethics which the public perceives as a faith and trust in public officials.
- H. **CONFIDENTIAL:** Never use any information confidentially in the performance of governmental duties as a means for making private profit.
- I. **INTEGRITY:** Expose corruption wherever discovered.
- J. **PUBLIC TRUST:** Uphold these principles, ever conscious that public office is a public trust.



Ethics Training

Assembly Bill No. 1234 requires that all members of a legislative body must undergo public service ethics training every 2 years. The requirement applies to the governing body of local agency as well as boards, commissions, and committees, or other local agency bodies, whether permanent or temporary, decision-making or advisory. Therefore, you are required to complete this training.

The Institute for Local Government and the [Fair Political Practices Commission](http://www.fppc.ca.gov) developed an [online ethics course](http://www.fppc.ca.gov/learn/public-officials-and-employees-rules-/ethics-training.html) to help local officials meet their ethics training requirements. Upon completion of the ethics training, members are required to print their certificate, sign it, and return the original hard copy document to the Clerk's Office.

Conflict of Interest

The State of California, by statute, follows the common law rule prohibiting a representative of a municipality to vote in its legislative body on any issue that affects them individually, or for any public officer to participate in a matter in which there is a personal or private interest. The Seaside Municipal Code also provides against conflict of interest.

To best serve the community, the City Council appoints persons with knowledge of the issues that face the City to serve on boards, commissions, and committees. Consequently, it is inevitable that matters will occasionally come before boards, commissions, or committees in which individual members have a direct or indirect financial interest. When this happens, the member must disqualify him/herself from participating in the discussion and abstain from voting. The law also requires appointed members and certain other City officials to report various financial interests including income, interest in real property, and business interests.

The City of Seaside has adopted a local conflict of interest code as required by the Political Reform Act. This Act requires the financial disclosure of interests by certain individuals who are in decision-making positions within state and local government

As an appointed member, You are required to complete and file the appropriate conflict of interest forms within 10 days of your first meeting and annually thereafter. Forms and assistance will be provided by the City Clerk's Office, including an annual notification regarding Form 700 thirty days in advance of the due date. Financial disclosure forms are filed with the City Clerk, as a matter of public record. The [Fair Political Practices Commission](http://www.fppc.ca.gov) (<http://www.fppc.ca.gov>) is available for questions concerning conflicts of interest and disqualifications.

Potential conflicts of interest should not be taken lightly. The City Council has placed a special trust in you that should not be abused. It is also important to note that it is a violation of the City Code to vote on a matter knowing that you have a conflict, and that this can result in forfeiture of your position.



If a Commissioner has any doubt as to the propriety or the legality of any proposed action on their part, they are urged to seek the advice of the City Attorney.

When a matter comes before a Commission in which a Commissioner has a direct or indirect financial interest, the Commissioner must disqualify him/herself from participating in the deliberation and must abstain from voting. An explanation for the abstention should be given to the Commission and that reason will be recorded in the minutes. Once the Commissioner has made a statement of disqualification, the Commissioner should leave the room and return only upon conclusion of the matter. The City Attorney may be consulted should it be unclear as to whether or not to abstain.

Public Records Act

The California Public Records Act (the PRA) was enacted in 1968 to: (1) safeguard the accountability of government to the public; (2) promote maximum disclosure of the conduct of governmental operations; and (3) explicitly acknowledge the principle that secrecy is antithetical to a democratic system of “government of the people, by the people and for the people.”

What does this mean for you as a Commissioner? It means that the public’s business is always supposed to be public. Any records that are created as part of your participation on a Commission, is accountable to the Public Records Act. Emails, voice mails or hard copy records included. If any member of the public requests to see any record, they have the right to request and we have the obligation to provide it, unless it is exempt from disclosure. Here’s a guide to the public records act if you want to know more, or you can contact the City Clerk.

<https://www.cacities.org/Resources/Open-Government/THE-PEOPLE%E2%80%99S-BUSINESS-A-Guide-to-the-California-Pu.aspx>





BOARDS, COMMISSIONS & COMMITTEES

Boards and Commissions are created by the City Council to act as advisory bodies and provide necessary information to the Council to help achieve the overall goals of the community.

Boards and Commissions are responsible for the following:

- Provide in-depth analysis of specific issues in their area of responsibility
- Creating a forum to encourage broad citizen participation
- Acting as a review body for Department operations
- Providing an analysis of issues that will be brought forward to the City Council for action

Active Boards and Commissions in the City of Seaside

Planning Commission	Term: 4 Yrs	Meeting Date & Time: 2nd and 4th Wednesday of each month at 7:00 p.m.
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The duties of the Planning Commission are to prepare and periodically review and revise, as necessary, the City's General Plan and implement the General Plan through actions such as administration of specific plans and zoning and subdivision ordinances. They also vet development proposals prior to submission to the Council.

Board of Architectural Review	Term: 4 Yrs	Meeting Date & Time: 1st and 3rd Wednesday of every month at 5:30 p.m.
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BAR is the decision-making body of the architectural review process and is responsible for the review of various residential and commercial design proposals, including second-story residential additions, commercial facade changes, new commercial signs, and other design related projects.

Art and History Commission	Term: 4 Yrs	Meeting Date & Time: 2nd Wednesday of each month at 5:30 p.m.
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A&H advises and facilitates the protection of the City's cultural resources including the collection, promotion, display and preservation of Seaside historical artifacts, and encourages and promotes programs of artistic merit.



Neighborhood Improvement Program Commission

Term:
3 Yrs

Meeting Date & Time: 1st Tuesday of the month at 6:00 p.m.

The NIP advises in matters pertaining to general improvement of the neighborhoods within the City. The objectives are to encourage citizens to voluntarily comply with the various city codes relating to the general appearance of the City, make recommendations to the City Council on ways to improve the appearance of the City and to elicit voluntary cooperation to beautify and minimize vandalism in the City.

Parks and Recreation Commission

Term:
3 Yrs

Meeting Date & Time: Third Monday of the month at 5:30 p.m.

PRC advises on matters pertaining to parks and public recreation for the advancement of sound park and recreation planning through recommending policies on recreational services, facilities; administration and development of recreation areas, aiding in coordinating recreation facilities, programs and improved recreation services; advise in the preparation of long-range recreation capital improvement program; advises regarding a plan for the development, conservation and care of urban forest resources; and informs residents regarding tree planning, tree care, and forestry programs.

Community Development Advisory Committee

Term:
2 Yrs

Meeting Date & Time: 3rd Wednesday of the Month at 6:30 p.m.

CDAC advises for the Community Development Block Grant Program (CDBG) and assists with evaluation and assessment of proposed and implemented programs to meet community needs at both citywide and neighborhood levels and to develop realistic goals and objectives to meet identified needs and to assist in the implementation of the CDBG program and any modifications as determined by community assessment and HUD program requirements.



COMMISSIONS POLICIES AND PROCEDURES

The City Council encourages active citizen participation in the business of city government. Boards, Commissions, and Committees provide an opportunity for interested residents to participate in the governing of their community under guidelines and procedures established by the Council. Commissions can improve the quality of city government by providing to make better-informed decisions. These bodies improve lines of communication between the public and Council, create greater opportunities for discussion of public issues and more citizen involvement in City government.

Your role as an appointed representative of the City Council carries with it a significant responsibility. The City Council encourages you to conduct yourself with politeness and courtesy with staff and whenever in the public eye. Yours is a position of service that is charged with maintaining the public trust. It is important that you not abuse that trust.

General Guidelines for Appointed Members

Appointment to a Commission is an honor. It provides an opportunity for genuine public service. Each appointed member should be aware of the responsibilities that accompany official service with the City. The specific duties of each body vary with the purpose for which it was formed.

Responsibilities common to all appointed members:

1. Understand the role and responsibility of the Board, Commission, or Committee. Be informed of its functions, work programs and relationship with other bodies.
2. Represent the overall public good, not the exclusive point of view of a sole group or interest.
3. Keep all lines of communication open. Each appointed member serves as a communication link between the community, the City Council, and staff.
4. Do your homework and be prepared. Appointed members should become familiar with items under consideration prior to meetings in order to be fully prepared to discuss, evaluate, and act on matters scheduled for consideration. Feel free to seek staff's advice and assistance in advance of a meeting.
5. Establish a good working relationship with fellow appointed members, the City Council, and your staff liaison.
6. Understand the scope and authority or your appointed body's responsibility and strive to work within that scope.
7. Be a participant, an active representative, and enthusiastic about your role.



APPOINTMENT REQUIREMENTS & PROCESS

All Commissioners are appointed by the City Council. Each Commissioner's term of office is for a specified term and until successors are appointed and acting, except in the event of resignation or removal from office. Members are volunteer positions, appointed by and serve at the pleasure of the City Council. All members must be residents of the City of Seaside, with the exception of the Board of Architectural Review. (SMC 2.14.140)

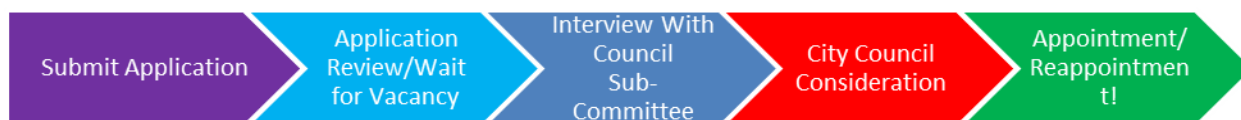
Seaside Municipal Code: 2.14.040 Appointment of members.

The Mayor, with the advice and consent of the City Council, shall make appointments to boards, commissions and committees. The City council shall establish procedures for recommending applicants for appointment. (Ord. [773](#) § 1 (Exh. A), 1990)

PROCESS FOR FILLING VACANCIES

This handbook was adopted by the City Council as the procedures established for recommending applicants for appointment.

Application Process Qualified candidates come from many sources. Individuals who are interested in any commission purpose should submit applications for appointment to the City Clerk. Applications are accepted at any time and are valid for two years. Active recruitment efforts are always occurring, as well.



Recruitment In the event of a vacancy, the City Clerk advertises to the community for interested and qualified participants through a variety of methods which can include, but is not limited to the following: newsletters, emails, the agenda, newspaper publication, publication at public posting locations, the City website and social media.

Applicant Screening If a vacancy occurs, all current applications are reviewed to ensure all qualifications are met then forwarded to the Council Subcommittee, which consists of the Mayor and one Council Member representative. The Council Subcommittee will then schedule a time to make contact with applicants to discuss their background, community history, aspirations or



interest in serving. After contacting each applicant, the Council Subcommittee will make recommendations to the City Council for appointment to fill a vacancy. Appointments and reappointments are made by the full City Council at a publicly noticed City Council meeting (SMC 2.14.040). **The Council Member representative will rotate after every appointment recommendation.**

Appointment Limitations

By policy, Commissioners are not permitted to sit on more than one City Board, Commission, or Committee. This does not preclude a member from participating in an "outside" agency such as the Water Management District or Regional Park District. (SMC 2.14.130)

Holding Incompatible Offices

Under existing California law, no Commissioner may hold another public office where the two offices are incompatible. When two such offices are incompatible, the member of the board or commission shall be deemed to have forfeited the first office upon acceding to the second. (California Gov. Code Section 1099).





GETTING STARTED: You've Been Appointed! Now What?

Responsibilities

One of the first duties of a new commissioner is to become familiar with the laws governing the faithful performance of duties. This information may be obtained by referring to City Municipal Code sections governing Boards & Commissions (Seaside Municipal Code Chapter 2.14). Copies of City's Code are available online <http://www.codepublishing.com/CA/Seaside> or can be obtained from the office of the City Clerk. In addition, Members may consult with their Commission's Staff Liaison.

Staff Liaison & Committee Administration

Each Board or Commission is appointed a staff liaison, which works to facilitate the agenda, work-plan and resources needed for your board or committee. Any issues or concerns can either be directed to your staff liaison or the Chair of your Board or Commission. Commissioners may make direct contact with the department representative should they require additional material or clarification of data. On rare occasion, the Commission and staff may present to Council opposing recommendations. Should this occur, staff will objectively present both recommendations for Council's consideration.

Adherence To Policy

Appointed Commissioners should not approve projects that violate adopted City Council policies. Members can make recommendations to the City Council about exceptions to a City policy, and can also recommend policy changes when appropriate.

Resignations

A member of an advisory commission who intends to resign shall first file written notice thereof with the City Clerk, addressed to the City Council, with a copy provided to the chairperson of the advisory commission. (SMC 2.14.100)

Removal From Office

A member of a commission may be removed from office by a vote of the majority of all members of the City Council. In the event an individual is unable to perform as a commissioner due to health, business or personal reasons, a formal letter of resignation should be submitted to the City Council for action. The City Clerk maintains an active file of qualified commissioner applicants. Individuals may not serve concurrently on more than one commission. (SMC 2.14.110)

Business Cards

Commissioners may obtain business cards from the Office of the City Clerk. Business cards must contain only information concerning the Commission, not personal business



information. Business cards will include the name of the Commissioner, the name of the Commission, the regular meeting dates and times and the City's website information.

Annual Work Plan

Each Commission is required to provide an update to the City Council about its past and future activities through an Annual Work Plan. The Annual Work Plan includes a list of prior year accomplishments. Work Plans are updated each Fiscal Year in accordance with a template and instructions provided by the City Clerk. The Work Plans are to be completed by each Commission and provided to the City Council at a Regular meeting no later than April 15th of each year (SMC 2.14).

Commissioner Appreciation

You have chosen to take on a big role as a volunteer Commissioner, and you deserve a large "Thanks You" for your service. The City would like to thank each of you for your service. During the Fiscal Year 2017-18 (date is to be determined) the City intends to hold a Commissioner Appreciation event to say thank you for volunteering your time, effort. Keep an eye out for the date but in the mean time, please know you are appreciated.





MEETINGS

The Seaside Municipal Code requires that commissions meet at least once a month. If a regular meeting falls on a holiday, the meeting is canceled.

Meeting Types

There are three types of meetings: regular meetings, special meetings, and emergency meetings. All meetings must be open session meetings, with limited exceptions for specified items that may be discussed in a closed session. A Commission may want to use a meeting as a retreat or a planning session, but such a meeting would still have to be noticed and open to the public. These meetings are subject to Brown Act requirements, and the public may attend all meetings other than Closed Sessions. All meetings require a quorum to proceed with the meeting.

A quorum is a majority (half+1) of the entire Commission membership seats, not just those members present or those seats that are filled. When a quorum is not present for a scheduled meeting, the Commission cannot hold the meeting. If there is a chance that additional members needed to comprise a quorum will arrive within a reasonable time, the Chairperson or Deputy Clerk may orally announce that they will wait for a specified time (e.g., 15 minutes) to make a determination on whether the meeting will proceed or need to be declared cancelled due to lack of a quorum.

Brown Act - What is it and how does it affect the agenda?

The law which guarantees the public's right to attend and participate in Commission meetings is the Ralph M. Brown Act. The purpose of the Brown Act is to facilitate public participation in local government decisions and to curb misuse of the democratic process by secret legislation by public bodies. Commissions exist to aid in the conduct of the people's business, and the meetings must be open to the public. The agenda must be posted in an area that is accessible to the public at least 72 hours before the meeting and on the County's webpage for meeting agendas. The agenda must include all items which will be discussed or acted upon by the Commission. The Commission cannot discuss, deliberate, or take action on any item not included on the agenda. Every agenda must allow any member of the public to directly address the Commission on any agenda item before or during consideration of that item.

Every regular meeting agenda must also include time for any member of the public to address the Commission on any item not on the agenda which is within the subject matter jurisdiction of the Commission. The agendas will include a statement that such items cannot be acted upon or discussed in depth until they are included on a subsequent agenda for consideration and possible action.

Process For Developing The Meeting Agenda

The Chairperson works with the Staff Liaison to coordinate the meeting agenda; however, the method by which the agenda is developed varies according to the procedures of the individual Commissions. The Liaison advises the Chairperson of items to be carried forward from prior meetings, as necessary. Any Commissioner can request



that an item be placed on a future agenda during a public meeting, or directly to the Chair.

Conducting Meetings

All meetings are conducted in accordance with Robert's Rules of Order to enable the Commission to determine the will of the Commissioners in a fair and equitable manner. However, failure to follow Robert's Rules of Order in any instance does not invalidate any action taken.

Meeting Process

The meetings are called to order by the Chairperson, or Vice Chairperson in the absence of the Chairperson. If neither is in attendance, the Commission selects a Chairperson Pro Tempore to conduct the meeting. The Clerk calls the roll to determine the presence of a quorum, and the Chairperson announces the agenda items for discussion or action. The Chairperson may call for an agenda item out of the order listed on the agenda. Several things may happen with regard to each item on the agenda:

- The item can be deleted from the agenda.
- The Commission may discuss the matter without taking any action.
- The Commission can hold the matter to a future meeting.
- The Commission can refer the matter to staff or a committee for consideration and a subsequent report to the Commission.
- The Commission can vote in support **of a motion or in opposition to the motion on the matter.**

Public Comment

Pursuant to the Brown Act, members of the public have a right to comment on any agenda item. The Chairperson establishes the amount of time public speakers are authorized to speak on each item, typically limiting comments to three minutes.

Election of Officers

The commission chair and vice chair are elected by the commission members and serve a one-year term. The election process is conducted at the beginning of the new calendar year and during the first commission meeting of that year.

Role of the Chair

At the first meeting of every calendar year, the members of a commission are to elect a chairperson and vice chairperson from their members. The chair shall hold office for one year until a successor is appointed.

The principal role of the Chair is to manage the board, commission, or committee meeting. This includes helping to set meeting agendas, maintaining the order of business during the meeting, focusing discussion on the issues at hand, and ensuring that the public appearing before the body are treated courteously.



The Chairperson should take a back seat during discussions while all members of the governing body should know and understand the rules of procedure; it is the Chair who is charged with applying the rules of conduct. The Chair should be well versed in those rules, because the chair for all intents and purposes makes the final ruling on the rules. In fact, all decisions by the chair are final unless overruled by the governing body itself. Because the Chair conducts the meeting, it is common courtesy for the chair to take a less active role than other members of the body in debates and discussions. The chair should strive to be the last to speak at the discussion and debate state, and should not make or second a motion unless he or she is convinced that no other member of the body will do so.

Attendance

Regular attendance at meetings is critical to the effective operation of City boards, commissions, and committees. Therefore, all Commissioners are expected to attend all of their appointed board, commission, or committee meetings, including study sessions. Attendance is critical due to the fact a quorum is required to be able to conduct business. A majority of those Commissioners currently appointed to a commission, half plus one, shall constitute a quorum for the purpose of transacting business. The affirmative vote of a majority of those present is required to take any action. If a quorum of commission members are not present, staff must adjourn the meeting.

If you are unable to attend a meeting, call your Chair or staff liaison prior to the meeting. If a problem with absenteeism arises, it should be handled between the appointed member and the respective Chair. If the issue cannot be resolved, the Chair should approach the staff liaison to help work toward a solution.

If a Commissioner misses more than twenty-five percent of all regular or special meetings in any four consecutive calendar quarters, unless excused in advance by the Chair or the Staff Liaison, the member shall be automatically terminated as a commissioner. Commissioners will be deemed absent from a meeting if they are not present for two-thirds (2/3) of the entire meeting.



BASIC CITY ORGANIZATION

Commissioners need to be familiar with the City organization and develop an understanding of the City departments and their operations.

Seaside is a General Law city operating under the Council/City Manager form of government. This sets forth certain guidelines for the City's government and operations.

CITY COUNCIL - The five-member City Council is the legislative and policy-making body that is elected on a nonpartisan basis to represent the residents of Seaside. The Mayor is elected every two years in a general election held in November of even-numbered years. Serving with the Mayor, are four members of the City Council who have overlapping terms; every two years, two members of the City Council are also elected by the voters through a general election. Each member of the City Council, including the Mayor, is not subject to term limits.

Policy decisions are made at City Council meetings, which are held on the first and third Thursdays of each month at 7:00 p.m. in the City Council Chambers at City Hall, with special meetings as needed. At these public meetings, the City Council makes policy determinations; approves agreements and contracts; adopts ordinances (local laws) and regulations; and authorizes the expenditure of City funds.

The City Council meetings are held on the first and third Thursday of each month, with special meetings as needed.

CITY BUDGET

The City budget document is an important document because the preparation of the budget by the City staff, and its review and adoption by the City Council, determines how resources available to the City are to be utilized by the City in the forthcoming fiscal year.

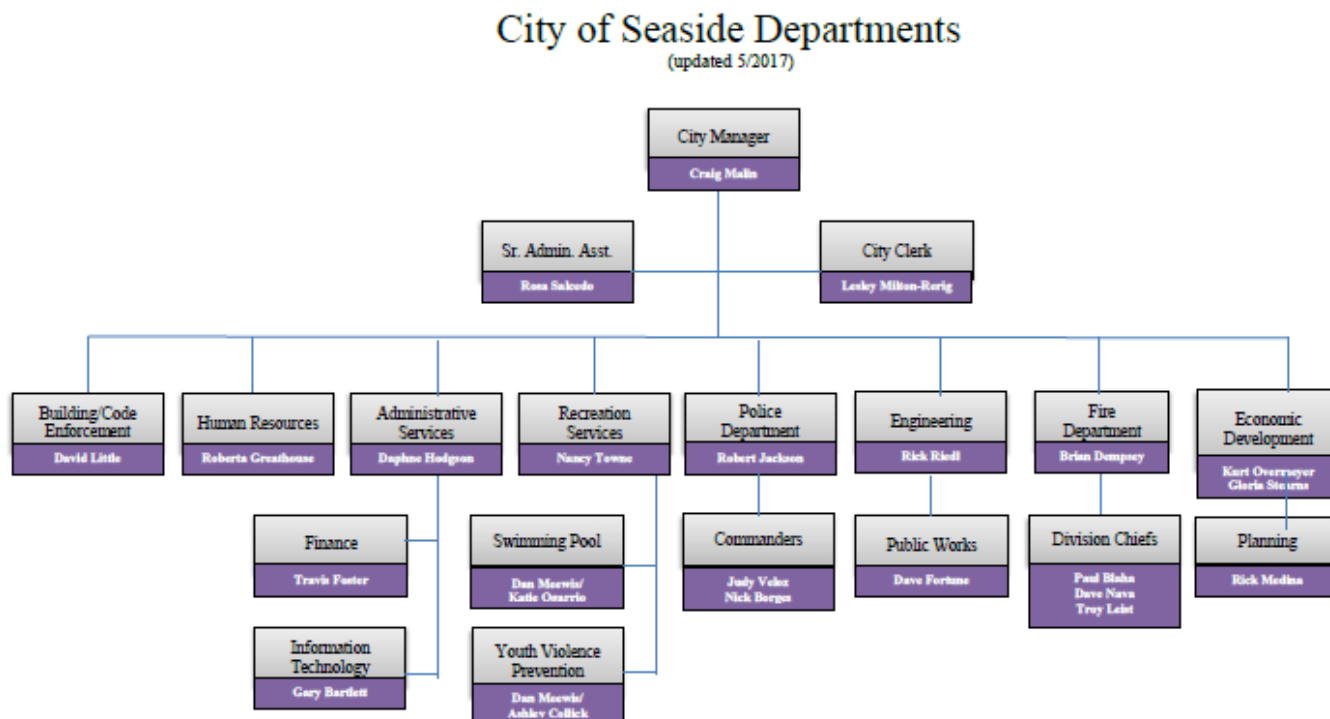
The City has two fundamental functions, the provision of local governance, with decision making to address the issues before the City, and the provision of services to our residents and businesses. Both of these functions, in order to be effective, must have adequate resources devoted to them; conversely, often City officials desire to do more in certain areas, but are limited by what the City can afford.

If you, as a Board or Commission member, have questions about the City's goals/objectives, or about the City's budget, please ask your staff liaison for further explanation.

The City Budgets are all available on our City website:
<http://www.ci.seaside.ca.us/609/Strategic-Plan>



CITY DEPARTMENTS



City Manager

The City Manager acts as the liaison between the City Council and staff. The City Council sets priorities and provides direction and the City Manager works to implement their direction. City operations are broken down into city departments, which are responsible for providing a variety of services to the community and each of which serves an invaluable and significantly different function.

City Attorney

The City Attorney is also appointed by the Council to represent and guide the City as it relates to the city, state and federal laws as well as keep the Council informed of the legal implications of policy decisions.

City Clerk

The City Clerk is the local official who administers the democratic processes such as access to City meetings, records, elections and all legislative actions and ensures transparency to the public by enforcing Federal, State and local statutes including the Political Reform Act, The Brown Act, and the Public Records Act. This department is responsible for the City Clerk is responsible for Coordinating City Council meetings including the preparation and publishing of Agendas and Minutes for public meetings, Maintaining the records management plan for the



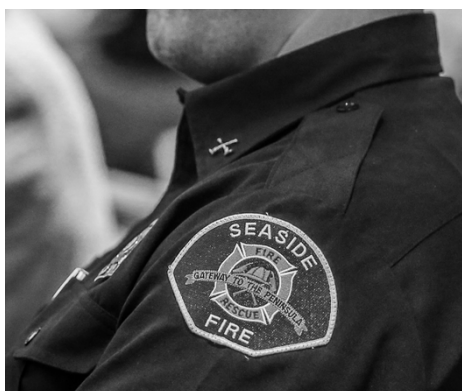
entire city, maintenance of the Seaside Municipal Code, responding to requests for public information and conducting City Elections.

Human Resources Division

The Human Resources Division administers a centralized, merit based personnel system, including recruitment, testing, selection, and placement of employees. They manage the classification of positions and employee relations which includes, negotiations, grievances, discipline and complaints; employee development and training; and employee benefits administration.

Fire Department

The Fire Department provides the community with professional services to protect the lives, environment and property in the City of Seaside as well as in the City of Del Rey Oaks from fire, disaster and health emergencies. Fire Department personnel are involved in numerous committees, commissions, organizations and outreaches in the community. They are also responsible for disaster preparedness and the Emergency Operations Center (EOC). The EOC is the coordination and communication hub in the event of large-scale disasters. The Fire Department remains focused on their mission to serve as an “all hazards” response force to various types of emergencies; at the same time fulfilling the ever expanding role in providing emergency medical response to our community.



Police Department

The Police Department provides quality law enforcement and proactive services and works in partnership with the community to enhance and maintain a safe environment. The Police department encourages community involvement in keeping our community safe. The Police Department participates in a variety of programs throughout the county to prevent crime, protect citizens and ensure the safety of our community.

Police Officers can respond if a crime is committed, but it takes a community working together to make everyone accountable. If you witness a crime, call 911. If it is not an emergency, call the non-emergency line at 394-6811.



Recreation

The Recreation Division provides a wide range of recreation and leisure programs for City Residents. The Division is also responsible for the management of four major recreation facilities and the provision of the recreation programs for families, youth and senior citizens.

Engineering & Public Works

The Public Works Department is responsible for the design, construction and physical repairs to the City's infrastructure including streets, water systems, sewer system, storm drain system, park facilities, City buildings and transportation/traffic systems. They are also responsible for the design, implementation and administration of the annual Capital Improvement Program.

Administrative Services

-

The Administrative Services Department provides a wide variety of administrative services to the residents of Seaside and to all departments within the City. The Department includes four divisions: Finance, Personnel, Management Information Systems and Risk Management. The Administrative Services Department goal is to continue to seek to improve the efficiency and effectiveness in all areas of Administrative Services in an effort to provide better services at a lower cost.

Finance Division

The Finance Division has several areas of responsibility including General Accounting, Cash Management, Accounts Receivable, Accounts Payable, Payroll, Budget, Grants and Debt Services. This Division provides accurate accounting of all revenues and expenditures, including preparation of financial reports, annual budgets, other financial reports, and supports the preparation of the annual audited financial statements.

Information Systems Division

The Management Information Systems Division is responsible for the administration of the City's computer and telephone network, infrastructure and all related information technology projects.

Risk Management Division

The Risk Management Division provides risk management services for injured employees and citizens and for property damage. Its purpose is to foster and maintain a safe and healthy work environment for employees and a safe City for the residents of Seaside.



Additional services of the Administrative Services Department include the negotiation and administration of the City's franchise agreements, oversight of the purchasing and contracting functions, and mail and copier services.

Community Development

The Community Development Department provides a wide variety of services to the residents and businesses and to all departments within the City. The Department is composed of the following divisions:

- Community & Economic Development
- Building & Code Enforcement Division
- Planning

Community and Economic Development

The Community and Economic Development Division is responsible for the administration of the City's planning, economic development and the Community Development Block Grant activities. Planning includes advanced and current planning and environmental review. Economic Development coordinates and implements priority projects. CDBG administers the Commercial Façade, housing rehabilitation and public service grant.

Building & Code Enforcement

The Building Department mission is to enforce and maintain public safety, health, and welfare. Through the use of building permits, the Building Department can ensure that structures are built to safe building code standards. The Building Department also enforces the City's Municipal Code. Before starting any type of building project or major repairs, it is recommended that the owner contact the Building Department to verify whether or not a permit is required for the scope of work that is being proposed.



ANNUAL WORK PLAN TEMPLATE AND INSTRUCTIONS

This is a standard template for use by Boards and Commissions in completing their annual Work Plans. Work Plans are based on a fiscal year rather than a calendar year. Work Plans are to be completed by each Board and Commission and approved at a regular Board or Commission meeting no later than April 1 of each year. The Office of the Clerk will then transmit the Work Plans to the City Council for approval in May.

Please use the following instructions when completing the Work Plan:

Cover Sheet (Page 1): This area should include the name of the Board or Commission, the timeframe covered by the Work Plan (i.e. Fiscal Year 2016, July 1, 2015 – June 30, 2016), members' names, Chairperson's name, and vacancies as of April 1. Do not list Commissioner addresses or phone numbers on the Work Plan. This page will need to be updated each year.

Mission Statement (Page 2): This area of the Work Plan should clearly state the mission of the Board or Commission. The mission may be extracted from the enabling legislation (i.e. Ordinance, Board action, Resolution) that formed the Board or Commission or may be a purpose statement approved by the Board or Commission and derived from the enabling legislation. This section may also contain the roles and responsibilities of the Board or Commission. This page may not need to be updated each year.

Historical Background (Page 2): This area should provide the reader with some historical information about the Board or Commission (i.e. when it was formed, issues of focus in years' past, significant outcomes of work by the Board or Commission). NOTE: Accomplishments from the previous year should not be discussed here – there is another area on the Work Plan where this is done. This page may not need to be updated each year.

Fiscal Year Work Plan (Page 3): This area should provide the goals/objectives (no more than five) of the Work Plan, the activities planned to accomplish the goals, the priority ranking of each goal and the timeline anticipated to accomplish the goal. This page will need to be updated each year.

Prior Year Accomplishments (Page 4): This area should address the prior year Work Plan accomplishments including each goal/objective, activities that supported the successful completion of the goal and the status of the goal. The status column should inform the reader whether the goal was a) completed, b) not started and why, c) in process and expected completion date, or d) eliminated and why. This page will need to be updated each year.

Ongoing Projects: (Page 5) This area provides the Board or Commission with an opportunity to inform the reader of ongoing projects that the Board or Commission is continuing to work on. This page may not need to be updated each year.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.I.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: July 20, 2017

**SUBJECT: CONSIDER RESOLUTION TO MODIFY THE CITY OF SEASIDE
EXPENSE AND USE OF PUBLIC RESOURCES POLICY**

PURPOSE

The purpose of this item is to give the City Council an opportunity to review and consider approval of a resolution to modify the City of Seaside "Expense and Use of Public Resources Policy" to include the reimbursement of actual family care expenses incurred in the performance of official duties.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution to modify the City of Seaside "Expense and Use of Public Resources Policy" to include the reimbursement of actual family care expenses incurred in the performance of official duties.

BACKGROUND

California State Government Code Section 53232.2 and 53232.3 establishes certain requirements for the reimbursements of actual and necessary expenses incurred in the performance of official duties. On April 20, 2006, the City Council considered and approved the City's "Expense and Use of Public Resources Policy" in accordance with Government Code.

During the 2017-2018 budget process, the City Council added \$3,000 to the budget to reimburse Council Members for the reimbursement of actual Family Care expenses incurred in the performance of official duties.

There are several items that the City Council should consider to implement the modification to the policy.

1. What is the definition of Family Member? The definition used by the City in other personnel related matters is: Family member shall include a biological, adopted, or foster child, stepchild,

legal ward, or a child to whom the employee stands in loco parentis, regardless of the child's age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a State of California registered domestic partner; a grandparent; a grandchild; and a sibling.

2. When is this reimbursement to be applicable?
3. What are the annual limits on the amount to be reimbursed?
4. Others?

The adoption of the attached resolution would modify the "Expense and Use of Public Resources Policy" to include the reimbursement of actual family care expenses incurred in the performance of official duties.

FISCAL IMPACT

There are no costs involved in the adoption of the resolution to modify the City of Seaside "Expense and Use of Public Resources Policy."

ATTACHMENTS

1. Proposed Resolution
 2. Current "Expense and Use of Public Resources Policy"
-

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 MODIFYING
THE CITY OF SEASIDE EXPENSE AND USE OF PUBLIC RESOURCES POLICY**

WHEREAS, pursuant to the provisions of Section 53232 of the California Government Code the City Council approved an “Expense and Use of Public Resources Policy;”and

WHEREAS, the City of Seaside’s 2017-2018 Adopted Budget includes funds for the reimbursement of actual Family Care expenses incurred in the performance of official duties;and

WHEREAS, the City Council has reviewed and considered a modification to the policy.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Seaside adopts the revised City of Seaside “Expense and Use of Public Resources Policy.”

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20th day of July, 2017 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Ralph Rubio, Mayor
City of Seaside

ATTEST:

Lesley Milton, City Clerk

CITY OF SEASIDE
Expense and Use of Public Resources
Policy Statement

I. Findings

Whereas, the City of Seaside takes its stewardship over the use of its limited public resources seriously.

Whereas, public resources should only be used when there is a substantial benefit to the City.

Whereas, such benefits include:

1. The opportunity to discuss the community's concerns with state and federal officials;
2. Participating in regional, state and national organizations whose activities affect the City;
3. Attending educational seminars designed to improve officials' skill and information levels; and,
4. Promoting public service and morale by recognizing such service.

Whereas, 1) legislative and other regional, state and federal agency business is frequently conducted over meals; 2) sharing a meal with regional, state and federal officials is frequently the best opportunity for a more extensive, focused and uninterrupted communication about the City's policy concerns; and 3) daily meal expenditures must comply with the limits and reporting requirements of local, state and federal law.

Whereas, this policy provides guidance to elected and appointed officials that are members of the various legislative bodies of the City on the use and expenditure of City resources, as well as the standards against which those expenditures will be measured.

Whereas, this policy satisfies the requirements of Government Code Sections 53232.2 and 53232.3.

Whereas, this policy supplements the definition of actual and necessary expenses for purposes of state laws relating to permissible uses of public resources.

Whereas, this policy also applies to any charges made to a City of Seaside purchasing card, cash advances or other line of credit.

Whereas, this policy also supplements the definition of necessary and reasonable expenses for purposes of federal and state income tax laws.

II. Authorized Expenses

City funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized City business. Expenses incurred in connection with the following types of activities generally constitute authorized expenses, as long as the other requirements of this policy are met:

1. Communicating with representatives of regional, state and national government on City-adopted policy positions;
2. Attending educational seminars designed to improve officials' skill and information levels;
3. Participating in regional, state and national organizations whose activities affect the City's interests;
4. Recognizing service to the City, e.g. a gift or celebration of a nominal value;
5. Attending City events;
6. City-related charitable events of a nominal value;
7. Implementing a City-approved strategy for attracting or retaining businesses to the City, which will typically involve at least one staff member.
8. Meals for persons with whom the official is conducting City-related business, not to exceed the daily maximum as set forth in §III (G) per person, and not including expenses for alcohol.

All other expenditures, including international and out-of-state travel and expenses in excess of the annual limits established for each office holder, require prior approval by the City Council at a public meeting.

Examples of personal expenses that the City will not reimburse include, but are not limited to:

1. The personal portion of any trip (including personal clothing);
2. Political or charitable contributions or events;
3. Family expenses, including partner's expenses when accompanying official on agency-related business, as well as children or pet-related expenses;
4. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other non-city related cultural events;

5. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline, car washes; and
6. Personal losses incurred while on City business.

Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is incurred.

III. Cost Control

To conserve City resources and keep expenses within community standards for public officials, expenditures should adhere to the following guidelines. In the event that expenses are incurred which exceed these guidelines, the cost borne or reimbursed by the City will be limited to the costs that fall within the guidelines, unless prior approval from the City Council is obtained at a public meeting.

A. Transportation. The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route. Government and group rates must be used when available.

B. Airfare. Airfares that are equal or less than those available through the Enhanced Local Government Airfare Program offered through the League of California Cities (www.cacities.org/travel), the California State Association of Counties (<http://www.csac.counties.org/default.asp?id=635>) and the State of California are presumed to be the most economical and reasonable for purposes of reimbursement under this policy.

C. Automobile. To ensure the most economical mode of transportation is used, a City vehicle should be used when available. If it is not feasible to use a City vehicle, automobile mileage is reimbursed at Internal Revenue Service rates presently in effect (*see* www.irs.gov). These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable. The Internal Revenue Service rates will not be paid for rental vehicles; only receipted fuel expenses will be reimbursed.

D. Car Rental. Rental rates that are equal or less than those available through the State of California's website (<http://www.catravelmart.com/default.htm>) shall be considered the most economical and reasonable for purposes of reimbursement under this policy.

E. Taxis/Shuttles. Taxis or shuttles fares may be reimbursed, including a 15 percent gratuity per fare, when the cost of such fares is equal or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time-efficiency.

F. Lodging.

Lodging expenses at the single room rate will be reimbursed or paid for when travel on official City business reasonably requires an overnight stay.

1) Conferences/Meetings. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available, see next section.

2) Other Lodging.

Travelers must request government rates, when available. A listing of hotels offering government rates in different areas is available at <http://www.catravelsmart.com/lodguideframes.htm>. Lodging rates that are equal to or less than government rates are presumed to be reasonable and hence reimbursable for purposes of this policy.

In the event that government rates are not available at a given time or in a given area, lodging rates that do not exceed the Internal Revenue Service per diem rates for a given area are presumed reasonable and hence reimbursable. If lodging rates exceed the IRS per diem rates, prior approval of the City Manager must be obtained.

G. Meals/Incidentals

Meal expenses and associated gratuities (up to 15%) will be reimbursed at actual cost, not to exceed (amounts listed include gratuity)

Breakfast	\$12.00
Lunch	\$18.00
Dinner	\$36.00

The City will not pay for alcohol/personal bar expenses.

Meals and incidental expenses on travel days will be reimbursed according to the following:

- Breakfast if leave worksite/home before 6AM
- Lunch if leave worksite/home before 10 AM (day of departure) or return to worksite/home after 2 PM (day of return)
- Dinner if return to worksite/arrive home after 8 PM

Incidental expenses include fees and tips given to porters, baggage carriers, bellhops, hotel maids and stewards.

In accordance with the IRS, the City reimbursement policy is an accountable plan – reimbursements are not taxable. However, reimbursements of meals when travel does not have an overnight stay are deemed non-accountable and are subject to Federal and Medicare tax. The amount of non-accountable reimbursements will be recorded through payroll on a quarterly basis.

H. Telephone/Fax/Cellular/Internet

Officials will be reimbursed for actual telephone and fax expenses incurred on City business. Telephone bills should identify which calls were made on City business. For cellular calls when the official has a particular number of minutes included in the official's plan, the official can identify the percentage of calls made on public business.

Officials will be reimbursed for Internet access connection and/or usage fees away from home, not to exceed \$15.00 per day, if Internet access is necessary for City related business.

I. Airport Parking

Long-term parking must be used for travel exceeding 24 hours.

J. Other

Baggage handling fees of up to \$1 per bag and gratuities of up to 15 percent will be reimbursed. Expenses for which City officials receive reimbursement from another agency are not reimbursable by the City of Seaside.

IV. Procedure for Authorization

To obtain approval for attending meetings, conferences or other events involving overnight accommodations, the following procedures must be followed:

1. Official must complete a "Travel Request Report and Payment Authorization Form" five (5) business days in advance. This request must be forwarded to the City Manager.
2. The City Manager will review all travel requests. An approved travel request will be forwarded to the Finance Department. Unapproved requests will be returned to the official.
3. The Finance Department will verify that funds are available and that the official has no outstanding Travel Expense Reports due from prior travel. If funds are not available or there are outstanding Travel Expense Reports, the request will be returned to the City Manager detailing the reason the request is being returned. If funds are available, the request will be processed.
4. After travel has been authorized, the hotel and training expenditures can be paid via check or Calcard. Meals and incidentals paid by traveler will be reimbursed upon return from travel.

5. Within ten (10) business days after returning from travel, the official must complete the Travel Expense Report in accordance with §VI below. The Travel Expense Report shall be submitted to the Department Head for review and approval of reimbursement. The Travel Expense Report shall be audited by the Finance Department for accuracy and proper receipts. The official shall be contacted to resolve any discrepancies.
6. Any meal expenditures that were paid by Calcard and exceed individual meal amounts must be returned to the City treasury within ten (10) business days of the official's return, along with an expense report and receipts documenting each meal in compliance with this expense policy.

V. Expense Report Content And Submission Deadline

All expense reimbursement requests must be submitted on an expense report form provided by the City.

Expense reports must document that the expense in question met the requirements of this policy. For example, if the meeting is with a legislator, the local agency official should explain whose meals were purchased, what issues were discussed and how those relate to the City's adopted legislative positions and priorities.

Officials must submit their expense reports within 10 business days of an expense being incurred, accompanied by receipts documenting each expense. Restaurant receipts detailed with actual items purchased, in addition to any credit card receipts, are also part of the necessary documentation. Inability to provide such documentation in a timely fashion may result in the expense being borne by the official.

In the event City Manager is uncertain as to whether a request complies with this policy, such individual must seek resolution from the City Council.

VI. Audits Of Expense Reports

All expenses are subject to verification that they comply with this policy.

VII. Reports To The Legislative Body

At the following City legislative body meeting, each official shall briefly report on meetings attended at City expense. If multiple officials attended, a joint report may be made.

VIII. Compliance With Laws

City officials should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All agency expenditures are public records subject to disclosure under the Public Records Act.

IX. Violation Of This Policy

Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: 1) loss of reimbursement privileges, 2) a demand for restitution to the City, 3) the agency's reporting the expenses as income to the official to state and federal tax authorities, 4) civil penalties of up to \$1,000 per day and three times the value of the resources used, and 5) criminal prosecution for misuse of public resources.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.J.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: July 20, 2017

**SUBJECT: RESOLUTION APPROVING CORRECTED APPROPRIATIONS
LIMIT CALCULATIONS FOR THE 2015-2016, 2016-2017 AND THE
2017-2018 FISCAL YEARS**

PURPOSE

It is requested that the City Council consider and adopt a resolution approving the correction of the 2015-2016, the 2016-2017, and the 2017-2018 Appropriations Limit calculations.

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving the correction of the 2015-2016, the 2016-2017, and the 2017-2018 Appropriations Limit calculations.

BACKGROUND

Each year the City Council is required by the State Constitution to adopt the City's appropriations limit. The appropriation limit establishes the maximum amount of "tax" revenues (as defined by the State Constitution) that can be appropriated for certain expenditures by the City in a given fiscal year. The City of Seaside has more "tax revenues" than appropriations subject to the limit, and therefore there is an excess appropriations limit. Because Seaside has an excess appropriations limit, there is no impact of this calculation on the City's budget or its operations.

When the 2015-2016 calculation was done, an error was made in the Population Change Adjustment Factor. This is a roll forward calculation, so the error carried forward to the 2016-2017 calculation and in addition, an error was again made in the Population Change Adjustment Factor. The error was found when calculating the 2017-2018 limit and a correction was made. The City Council now needs to formally adopt the corrections.

See Attachment 1 - Table showing the calculations

FISCAL IMPACT

Approval of this resolution has no fiscal impact.

ATTACHMENTS

1. Resolution
 2. Table with calculations
-

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
CORRECTING THE 2015-2016, 2016-2017 AND 2017-2018 APPROPRIATIONS LIMITS**

WHEREAS, each year the City Council is required by the State Constitution to adopt the City of Seaside appropriations limit; and

WHEREAS, the appropriation limit establishes the maximum amount of “tax” revenues (as defined by the State Constitution) that can be appropriated for certain expenditures by the City in a given fiscal year; and

WHEREAS, the City of Seaside has more “tax revenues” than appropriations subject to the limit, and therefore there is an excess appropriations limit; and

WHEREAS, because Seaside has an excess appropriations limit, there is no impact of this calculation on the City’s budget or its operations; and

WHEREAS, when the 2015-2016 calculation was done, an error was made in the Population Change Adjustment Factor; and

WHEREAS, when the 2016-2017 calculation was done, an error was made in the Population Change Adjustment Factor; and

WHEREAS, this is a roll forward calculation, so the error carries forward; and

WHEREAS, the errors were found when calculating the 2017-2018 limit and a correction was made.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves the corrections as outlined in Attachment 1.

PASSED AND APPROVED at a Regular Meeting of the City Council of the City of Seaside held on the 20th day of July 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

ATTACHMENT I

The appropriations limit for the **Fiscal Year 2015-2016**, in accordance with Article XIII B of the California State Constitution, calculated as follows:

	<u>Revised</u>	<u>Prior</u>	<u>Difference</u>
2015-2016 Appropriations Limit Adjustment Factors:			
Increase in Per Capita Personal Income	1.0382	1.0382	0
Population Change (City factor)	1.0042	1.0426	0.0384
2015-2016 Appropriations Limit	\$28,318,162	\$29,400,290	\$1,082,128
2015-2016 Appropriations Subject to the Limit	<u>\$22,021,831</u>	<u>\$21,927,247</u>	\$ 94,584
2015-2016 Limit in Excess of Appropriations	<u>\$ 6,296,331</u>	<u>\$ 7,473,043</u>	\$1,176,712

The appropriations limit for the **Fiscal Year 2016-2017**, in accordance with Article XIII B of the California State Constitution, calculated as follows:

	<u>Revised</u>	<u>Prior</u>	<u>Difference</u>
2016-2017 Appropriations Limit Adjustment Factors:			
Increase in Per Capita Personal Income	1.0537	1.0537	0
Population Change (County factor)	1.0096	1.0564	0.0468
2016-2017 Appropriations Limit	\$30,125,300	\$32,728,403	\$2,603,103
2016-2017 Appropriations Subject to the Limit	<u>\$23,089,672</u>	<u>\$23,089,672</u>	0
2016-2017 Limit in Excess of Appropriations	<u>\$ 7,035,628</u>	<u>\$ 9,638,731</u>	\$2,603,103

The appropriations limit for the **Fiscal Year 2017-2018**, in accordance with Article XIII B of the California State Constitution, calculated as follows:

	<u>Revised</u>	<u>Prior</u>	<u>Difference</u>
2017-2018 Appropriations Limit Adjustment Factors:			
Increase in Per Capita Personal Income Factor	1.0369	1.0369	0
Population Change Factor (Monterey County Factor)	1.0100	1.0100	0
2017-2018 Appropriations Limit	\$ 31,549,293	\$31,548,736	\$557
2017-2018 Appropriations Subject to the Limit	<u>\$ 22,352,524</u>	<u>\$22,352,524</u>	0
2017-2018 Limit in Excess of Appropriations	<u>\$ 9,196,769</u>	<u>\$ 9,196,212</u>	\$557

ATTACHMENT I

The appropriations limit for the **Fiscal Year 2015-2016**, in accordance with Article XIII B of the California State Constitution, calculated as follows:

	<u>Revised</u>	<u>Prior</u>	<u>Difference</u>
2015-2016 Appropriations Limit Adjustment Factors:			
Increase in Per Capita Personal Income	1.0382	1.0382	0
Population Change (City factor)	1.0042	1.0426	0.0384
2015-2016 Appropriations Limit	\$28,318,162	\$29,400,290	\$1,082,128
2015-2016 Appropriations Subject to the Limit	<u>\$22,021,831</u>	<u>\$21,927,247</u>	\$ 94,584
2015-2016 Limit in Excess of Appropriations	<u>\$ 6,296,331</u>	<u>\$ 7,473,043</u>	\$1,176,712

The appropriations limit for the **Fiscal Year 2016-2017**, in accordance with Article XIII B of the California State Constitution, calculated as follows:

	<u>Revised</u>	<u>Prior</u>	<u>Difference</u>
2016-2017 Appropriations Limit Adjustment Factors:			
Increase in Per Capita Personal Income	1.0537	1.0537	0
Population Change (County factor)	1.0096	1.0564	0.0468
2016-2017 Appropriations Limit	\$30,125,300	\$32,728,403	\$2,603,103
2016-2017 Appropriations Subject to the Limit	<u>\$23,089,672</u>	<u>\$23,089,672</u>	0
2016-2017 Limit in Excess of Appropriations	<u>\$ 7,035,628</u>	<u>\$ 9,638,731</u>	\$2,603,103

The appropriations limit for the **Fiscal Year 2017-2018**, in accordance with Article XIII B of the California State Constitution, calculated as follows:

	<u>Revised</u>	<u>Prior</u>	<u>Difference</u>
2017-2018 Appropriations Limit Adjustment Factors:			
Increase in Per Capita Personal Income Factor	1.0369	1.0369	0
Population Change Factor (Monterey County Factor)	1.0100	1.0100	0
2017-2018 Appropriations Limit	\$ 31,549,293	\$31,548,736	\$557
2017-2018 Appropriations Subject to the Limit	<u>\$ 22,352,524</u>	<u>\$22,352,524</u>	0
2017-2018 Limit in Excess of Appropriations	<u>\$ 9,196,769</u>	<u>\$ 9,196,212</u>	\$557



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.K.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: July 20, 2017

**SUBJECT: RESOLUTION AUTHORIZING AN AGREEMENT WITH THE
STATE BOARD OF EQUALIZATION TO ALLOW
CERTAIN EMPLOYEES AND CONSULTANTS ACCESS TO THE
CITY'S NEW TRANSACTION TAX CONFIDENTIAL INFORMATION**

PURPOSE

The purpose of this item is provide the City Council an opportunity to review, consider and approve a resolution approving an agreement with the State Board of Equalization authorizing certain employees and consultants access to the City's new transaction tax confidential information.

RECOMMENDATION

It is recommended that the City Council adopt the resolution approving the agreement with the State Board of Equalization authorizing certain employees and consultants access to the City's new transaction tax confidential information.

BACKGROUND

On June 6, 2017 the voters in the City of Seaside approved a .5% transaction tax. The California State Board of Equalization (BOE), to be called the California Department of Tax and Fee Administration, is responsible for the collection and administration of sales and transaction taxes in the City of Seaside and throughout the State.

On July 6, 2017, the City Council approved the agreements to have the BOE begin the process of collecting and distributing the new transaction tax to the City.

Attached to this staff report report is a resolution required by the State Board of Equalization to allow access to confidential sales tax data by the City Manager, the Deputy City Manager and the Economic Development Manager. In addition, the resolution authorizes the City's Sales Tax

Consultants, Hinderliter de Llamas and Associates, access to this information.

FISCAL IMPACT

There is no fiscal impact associated with the item.

ATTACHMENTS

1. Resolution Authorizing the Examination of transactions and use tax records
-

Reviewed for Submission to the
City Council by:

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

Craig Malin, City Manager

RESOLUTION NO. 17-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE AUTHORIZING THE EXAMINATION OF TRANSACTIONS AND USE TAX RECORDS

WHEREAS, pursuant to Resolution No. 17-46 of the City of Seaside hereinafter called City and Section 7270 of the Revenue and Taxation Code, the City entered into a contract with the State Board of Equalization to perform all functions incident to the administration and operation of the Transactions and Use Tax Ordinance; and

WHEREAS, the City deems it desirable and necessary for authorized representatives of the City to examine confidential transactions and use tax records of the State Board of Equalization (hereafter referred to as Board) pertaining to transactions and use taxes collected by the Board for the City pursuant to that contract; and

WHEREAS, Section 7056 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board of Equalization records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from, the transactions and use tax records of the Board;

NOW, THEREFORE BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF SEASIDE AS FOLLOWS:

Section 1. That the City Manager, the Deputy City Manager and the Economic Development Manager or employee of the City designated in writing by the City Manager to the State Board of Equalization are hereby appointed to represent the City with authority to examine transactions and use tax records of the Board pertaining to transactions and use taxes collected for the City by the Board pursuant to the contract between the City and the Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of the City's transactions and use taxes by the Board pursuant to the contract.

Section 2. That Hinderliter, de Llamas and Associates is hereby designated to examine the transactions and use tax records of the Board of Equalization pertaining to transactions and use taxes collected for the City by the Board. The person or entity designated by this section meets all of the following conditions:

- a) has an existing contract with the City to examine those transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from those transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information;
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;

- d) is prohibited by that contract from retaining the information contained in, or derived from those transactions and use tax records after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Board records shall be used only for purposes related to the collection of City's transactions and use taxes by the Board pursuant to the contracts between the City and Board.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 20th day of July 2017 by the following vote:

AYES:	5	COUNCIL MEMBERS:	Alexander, Campbell, Jones, Pacheco, Rubio
NOES:	0	COUNCIL MEMBERS:	None
ABSENT:	0	COUNCIL MEMBERS:	None
ABSTAIN:	0	COUNCIL MEMBERS:	None

APPROVED:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk
Roberta Greathouse, Human Resources Director
Daphne Hodgson, Deputy City Manager Administrative Services

DATE: July 20, 2017

SUBJECT: **APPROVE SECOND READING OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 2.44, PERSONNEL REGULATIONS, TO THE CODIFY THE CITY'S ESTABLISHED PERSONNEL SYSTEM AND CURRENT PRACTICES AND UPDATING CHAPTERS 3 REVENUE AND FINANCE AND CHAPTER 5 BUSINESS LICENSE AND REGULATIONS CORRECTING ERRORS, OMISSIONS AND LEGAL CONFLICTS IDENTIFIED DURING MUNICIPAL CODE CODIFICATION AND UPDATING INCONSISTENCIES WITH CURRENT LEGISLATION OR ORGANIZATIONAL BEST PRACTICES**

PURPOSE

The purpose of this Ordinance is to conduct a Second Reading of the proposed ordinance amending Chapter 2 Administration and Personnel of the Seaside Municipal Code to codify the City's established personnel system and current practices and to update Chapters 3 Revenue and Finance and Chapter 5 Business License and Regulations to incorporate recommended changes identified through the Municipal Code Codification process and legal review.

RECOMMENDATION

It is recommended that the City Council open a public hearing to receive comments on the proposed Ordinance and approve the second reading of the attached Ordinance modifying the City's Municipal Code as presented.

BACKGROUND

In 2015 the City Council authorized a contract to recodify the City Municipal Code. The contracted services included a review of all of the existing City ordinances to ensure the code

was accurately codified to include all adopted regulations and to identify any legal conflicts or inconsistencies within the code due to adoption of new ordinances or changes to state or federal regulations. To finalize the codification, staff is bringing before you approvals to update the code to eliminate identified conflicts or inconsistencies as well as to update the code to reflect current organizational best practices or new legislation that has been enacted.

The proposed changes to update Chapters 2, 3 and 5 of the Seaside Municipal Code are listed in red-line strike out in Attachments A, B and C. A summary of the changes are included below. The draft Ordinance accepting the modifications is also attached for your review.

UNIFORM CHANGES THROUGHOUT THE CODE:

- Changing the designation of responsibilities to the appropriate parties or appropriate job title. As an example, Chapter 3.24.010 defines the Tax Administrator as the City Clerk. This would modify it to the City Manager
- Capitalizing the word City, City Council, City Attorney, City Manager, Police Chief, Planning Commission, State
- Modifying all code provisions that read; "In addition to any other state or city penalties or enforcement procedures, violation of any of the provisions of this chapter may be prosecuted as a misdemeanor which shall be punishable by a fine of not more than one thousand dollars or by imprisonment for a period of not more than one year or by both such fine and imprisonment." to eliminate "which shall be punishable by a fine of not more than one thousand dollars or by imprisonment for a period of not more than one year or by both such fine and imprisonment." Penalties for misdemeanors are not established or controlled by the Municipal Code but by the Penal Code or Health and Safety Code

CHAPTER 2 - PERSONNEL REGULATIONS

- 2.42.130 Appendix – Designated Employees (Conflict of Interest Code): Updating the designated employees, Boards and Commissions required to be in compliance with the Conflict of Interest Code. This is modifying titles to reflect recent staffing changes
- 2.44.010 – 2.44.020 Adoption of System/Administration: Consolidates and organizes Personnel System and City Manager Responsibilities
- 2.44.030 Classified Service: Defines the Classified Service
- 2.44.060 Appointments and Probation: Update to reflect negotiated changes
- 2.44.070 Leave of Absence without Pay: Update to reflect Leave of Absence Practice
- 2.44.090 - 2.44.100 Discipline: Language clean-up consistent with adopted Personnel Rules

CHAPTER 3 REVENUE AND FINANCE

- 3.04.020 Purchasing Officer - Office Created - Designated: modifying section (c) to allow the City Manager to appoint the Purchasing Officer instead of the Fiscal Services

Officer and deleting section (d) as we do not require staff to furnish a corporate surety bond

- 3.04.090 Open Market Procedures: Updating "purchasing orders and procurement" to be consistent with City Council Ordinance 1035: Purchasing System
- 3.16.010 Assessments and Collections: Clarifying the authority of who collects property taxes to the Monterey County Assessor and Tax Collector and not the City of Seaside
- 3.28.010 Schedules Adopted: Modified to allow the fees to be adopted annually and referenced by Resolution
- 3.28.020 Adjustments: Updating the code to reflect previous council action that allows the fees to be adjusted annually according to the San Francisco-Oakland-San Jose Urban wage Earners and Clerical Workers Consumer Price Index
- 3.28.040-.050 Non-Profit organizations: Update the code to be consistent with policy for use of City facilities by public agencies and non-profit organizations on a reduced-fee basis
- 3.30.070 - 3.30.080 Tax Rate and Annual Review: Deleted code section as it's in violation with current California Tax Law
- 3.30.090-3.30.130 - Inserted the 6% Utility Users tax rate which was authorized by the November 5, 2002 Election
- Changing the word "warrants" to "checks" as it is outdated language no longer commonly used in the ordinary course of business

CHAPTER 5 BUSINESS LICENSE AND REGULATIONS

- Uniformly modifying the Chapter to rename "adult" as "adult oriented" as adopted in Chapter 17 Zoning Ordinance adopted in 2014
- Uniformly eliminating the term "Skid Row Atmosphere" atmosphere" as the term is not defined in the code and modified to "less than desirable commercial atmosphere"
- Updating references in multiple locations referencing "Chapter 1.7" to "Chapter 1.16 PENALTIES, ENFORCEMENT, ADMINISTRATIVE AND LEGAL PROCEDURES"
- 5.20.050 Security Alarm Systems: Modifying the penalty for false alarms from "Twenty Five Dollars" to "a service charge established by resolution" Resolution" as adopted in the fee schedule annually
- Chapter 5.24 CATV Franchise: Elimination of sections 5.24.020-5.24.200 to be consistent with State regulations regarding cable franchise agreements

CALIFORNIA ENVIRONMENTAL QUALITY ACT

The recommended action does not constitute a "Project" as that term is defined under the California Environmental Quality Act (CEQA) Guideline Section 15378, as the modifications are organizational or administrative activities that will not result in direct or indirect physical changes in the environment.

RECOMMENDATION

Staff recommends the above changes to be authorized to update the code to be in compliance with current law, not in conflict of other city code sections and to reflect current organizational best practices. The City Council unanimously passed to print the draft Ordinance during the July 6, 2017 Regular meeting and if there are no substantial changes, staff is recommending adopting the second reading of the Ordinance, which would take effect thirty days after adoption.

FISCAL IMPACT

The fiscal impact associated with this item is for the cost of codifying the changes into the Municipal Code, which is included in the current Fiscal Year 2017-18 adopted budget.

ATTACHMENTS

1. Draft Ordinance
 2. Municipal Code Chapter 2 Redline Text Amendments
 3. Municipal Code Chapter 3 Redline Text Amendments
 4. Municipal Code Chapter 5 Redline Text Amendments
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AMENDING SEASIDE MUNICIPAL CODE CHAPTER 2.44, PERSONNEL REGULATIONS,
TO THE CODIFY THE CITY'S ESTABLISHED PERSONNEL SYSTEM AND CURRENT
PRACTICES AND UPDATING CHAPTERS 3 REVENUE AND FINANCE AND CHAPTER 5
BUSINESS LICENSE AND REGULATIONS CORRECTING ERRORS, OMISSIONS AND
LEGAL CONFLICTS IDENTIFIED DURING MUNICIPAL CODE CODIFICATION AND
UPDATING INCONSISTENCIES WITH CURRENT LEGISLATION OR ORGANIZATIONAL
BEST PRACTICES**

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 the Seaside Municipal Code Chapters 3 and 5 to update inconsistencies, errors identified during the recodification and compliance with new legislation or organizational best practices and to update Chapter 2.44 updating the Personnel Regulations to be consistent with current policies and employee negotiated changes.

Section 2. AMENDMENT AND RESTATEMENT OF SECTIONS OF CHAPTERS 2, 3 AND 5 OF THE SEASIDE MUNICIPAL CODE AS FOLLOWS

The City of Seaside Municipal Code Sections below are hereby amended to incorporate the text amendments included in Attachment A for Chapters 2, Attachment B for Chapter 3 and Attachment C for Chapter 5 of the Seaside Municipal Code.

Additionally, the following changes are authorized to be made throughout the code and are amended to be as follows:

- Capitalizing the words City, City Council, City Attorney, City Manager, Police Chief, Planning Commission, State, City Clerk
- Modifying all code provisions that read; "In addition to any other state or city penalties or enforcement procedures, violation of any of the provisions of this chapter may be prosecuted as a misdemeanor which shall be punishable by a fine of not more than one thousand dollars or by imprisonment for a period of not more than one year or by both such fine and imprisonment." to eliminate "which shall be punishable by a fine of not more than one thousand dollars or by imprisonment for a period of not more than one year or by both such fine and imprisonment." Penalties for misdemeanors are not established or controlled by the Municipal Code but by the Penal Code or Health and Safety Code

Section 4. 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.

EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after its final passage and adoption.

INTRODUCED to the City Council of the City of Seaside during a duly held Regular Meeting on the 6th day of July, 2017.

PASSED AND ADOPTED by the City Council of the City of Seaside this _____ day of _____, 2017, by the following roll call vote:

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

Signed: _____
Ralph Rubio, Mayor

Attest: _____
Lesley Milton-Rerig, City Clerk

Chapter 2.44
PERSONNEL ~~REGULATION~~ SYSTEM

Sections:

- 2.44.010 Adoption of Personnel System**
- 2.44.020 Administration**
- 2.44.030 Basic salary plan.**
- 2.44.040 Outside occupations.**
- 2.44.050 Probation.**
- 2.44.060 Leave of absence without pay.**
- 2.44.070 Longevity.**
- 2.44.080 Discipline--Grounds.**
- 2.44.090 Discipline--Procedure.**
- 2.44.100 Grievance--Grounds.**
- 2.44.110 Grievance--Informal procedure.**
- 2.44.120 Grievance--Formal procedure.**
- 2.44.130 Grievance--Conduct of procedure.**

2.44.010 Adoption of Personnel System.

In order to establish an equitable and uniform system for addressing personnel matters, and to comply with applicable laws relating to the administration of the personnel process, the following personnel system is hereby adopted.

2.44.020 Administration.

The City Manager shall administer the City personnel system, and shall serve as Personnel Officer. In addition to the duties and powers outlined in Section 2.04, the City Manager shall:

- A. Administer all the provisions of this chapter and of the personnel rules not specifically reserved to the City Council.
- B. Prepare revisions and amendments to the personnel rules.
- C. Prepare or cause to be prepared a position classification plan, including class specifications, and revisions of the plan.
- D. Provide for the publishing or posting of notices of tests for positions in the classified service; the receiving of applications therefor; the conducting and grading of tests; the certification of a list of all persons eligible for appointment to the appropriate position in the classified service; and the performance of any other duty that may be required to administer the personnel system.
- E. The City Manager may delegate those portions of his/her responsibilities which he/she deems appropriate.

2.44.030 Classified Service.

The provisions of this chapter shall apply to all offices, positions and employments in the service of the City, except:

- A. Elective officers.
- B. The City Manager and any assistants to the City Manager.
- C. The City Attorney and any assistant or deputy City Attorneys.
- D. Members of appointive boards, commissions, and committees.
- E. All department directors.
- F. Persons engaged under contract to supply expert, professional, technical or any other services.
- G. Volunteer personnel.

H. Emergency employees who are hired to meet the immediate requirements of any emergency condition, such as extraordinary fire, flood, or earthquake which threatens life or property.

I. Employees, other than those listed elsewhere in this section, who are not employed in regular positions. "Employed in regular positions" means an employee hired for an indefinite term into a budgeted position, who is regularly scheduled to work no less than two thousand eighty (2,080) hours per year, and has successfully completed the probationary period and been retained as provided in this chapter and the personnel rules.

J. Any position primarily funded under a state or federal employment program.

K. Any newly created position, which is designated at the time of its creation as being exempt from the classified service.

L. Employees not included in the classified service under this section shall serve at the pleasure of their appointing authority. They may be terminated or disciplined at will by the City Manager at any time, without any right of appeal.

2.44.040 Basic salary plan.

The salary ranges and the classes of positions shall be adopted annually by resolution in the same manner and at the same time as the budget. (Ord. 442 § 1(part), 1974: prior code § 1-402).

2.44.050 Outside occupations.

No employee of the city shall engage in any outside occupation or activity which is incompatible with his employment by the city. Such occupation or activity shall not be engaged in without prior approval by the city manager, upon recommendation of the department head. Employees engaging in outside occupations without such authorization do so at their own risk, and may thereby jeopardize their city employment. (Ord. 442 § 1(part), 1974: prior code § 1-408).

2.44.030 Probation.

~~Except as provided by city council adopted departmental rules and regulations, employees of the city shall serve probationary periods of six months' duration at the following times:~~

~~A. Upon employment;~~

2.44.060 Appointments and probation.

Appointments to vacant positions in the classified service shall be made in accordance with the personnel rules. Appointments and promotions shall be based on merit and fitness to be ascertained so far as practicable by competitive examination. All appointments and promotions in the City service shall be made without regard to race, religious creed, color, national origin, ancestry, sex, age, physical or mental disability, medical condition, sexual orientation, marital status, gender identity, gender expression, genetic characteristics or information, military or veteran's status, and/or any other category protected by federal, state, or local law.

All full-time appointments shall be for a probationary period of not less than 12 months. Appointments will not be considered regular until successful completion of the probationary period, which may be extended in accordance with the personnel rules. Probation for promotional appointments shall be for a period of not less than six months except members of police and fire service associations which are subject to 12-month probationary periods.

~~B. Upon promotion to, or transfer to, a new position. (Ord. 442 § 1(part), 1974: prior code § 1-409).~~

2.44.040-2.44.070 Leave of absence without pay.

The city manager may grant a leave of absence to any employee appointed by him/her for a period not to exceed ~~three-six~~ months which will be approved in monthly increments, and may grant such a leave of absence in excess of three months upon approval by the city council. The council may grant a leave of absence to any officer appointed by the council. Military leave leaves of absence shall be controlled by the provisions of ~~the Military and Veterans' Code of the state~~federal and state law, as well as by relevant City policy and personnel rules. Persons on a leave of absence without pay shall not accumulate sick leave or vacation time, but may at their option, remain in the health and life insurance program by paying all the premium from their own resources. (Ord. 442 § 1(part), 1974: prior code § 1-410).

2.44.080 Longevity.

All service to the city, regardless of whether or not such service is consecutive, shall be considered for longevity purposes. In cases where employees serve forced military service, such time shall be counted for longevity purposes. (Ord. 442 § 1(part), 1974: prior code § 1-411).

2.44.060 Discipline grounds.

~~An employee may be reprimanded, suspended, denied a merit increase, demoted or dismissed for any of the following reasons:~~

2.44.090 Demotion, Dismissal, Reduction in Pay, Suspension, Reprimand

The City Manager shall have the authority to demote, discharge, reprimand, reduce in pay, or suspend any regular employee for cause in accordance with procedures included in the personnel rules.

- ~~1.—Furnishing false information to secure employment;~~
- ~~2.—Incompetence, which shall mean that the employee lacks adequate ability, knowledge or fitness to perform the duties which are within the scope of employment. "Fitness" shall include, but is not limited to, physical ability to perform the duties of a class, and shall be applied in a manner consistent with local, state, and federal statutes, regulations and case law, with respect to employment of the physically handicapped;~~
- ~~3.—Inefficiency in performance of work which results in performance lower than that which is typically expected of a similar position;~~
- ~~4.—Neglect of duty;~~
- ~~5.—Insubordination, which shall mean refusal or failure to follow a direct, lawful order which the employee is capable of following;~~
- ~~6.—Any act of moral turpitude which adversely reflects on the employee's ability or fitness to perform his/her duties;~~
- ~~7.—Soliciting or taking for personal use a fee, gift or other valuable thing in the course of the employee's work, or in connection with the contributing party's expectation or hope of receiving favorable or better treatment than that afforded other persons;~~
- ~~8.—Taking an active part during scheduled working hours in receiving or contributing money toward the nomination or election of any elective candidate for a city municipal office, or using official position to support any elective candidate;~~
- ~~9.—Disclosure of confidential information to an unauthorized source;~~
- ~~10.—Nonobservance of work hours;~~
- ~~11.—Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment by the city;~~

- ~~12.—Conduct either during or outside of duty hours which damages the city or its reputation;~~
- ~~13.—Falsification of time sheets or any official city records;~~
- ~~14.—Misuse of sick leave;~~
- ~~15.—Unless legally authorized, and approved by a superior to do so, consuming, possessing, or being under the influence of an alcoholic beverage, while on duty. The absence of a blood alcohol level test shall not preclude imposition of discipline under this section;~~
- ~~16.—Unless legally authorized, and approved by a superior to do so, using, consuming, injecting, possessing, being under the influence of, selling or offering for sale, while on duty, any drug, or any controlled substance as the latter term is defined in the California Health and Safety Code;~~
- ~~17.—Addiction to the use of any "controlled substance," as that term is defined in the California Health and Safety Code;~~
- ~~18.—Excessive absenteeism, tardiness, or absence without authorized leave;~~
- ~~19.—Conviction of a criminal offense involving moral turpitude, where the offense bears a rational relationship to employment;~~
- ~~20.—Discourteous or disrespectful treatment of the public, other employees, or city officials;~~
- ~~21.—Violation of city personnel rules, administrative policies and procedures, departmental rules and regulations, safety rules, resolutions, ordinances or codes;~~
- ~~22.—Damage to or waste of public property, equipment or supplies; or unauthorized possession or use of public property, supplies or equipment;~~
- ~~23.—Any conduct related to employment which impairs, disrupts or causes discredit to the employee's employment or the public service, including but not limited to conduct which is or would be cause for discipline under any other provisions of this section;~~
- ~~24.—Sexual harassment;~~

~~25. Willful failure or refusal to properly perform official duty;~~

~~26. Gross carelessness in the discharge of official duty;~~

~~27. Malfeasance in office;~~

~~28. Gambling for money or articles of value during the working day;~~

~~29. Refusal to report to an official call in an emergency. (Ord. 715 § 2 Exh. A(2), 1987).~~

2.44.070-2.44.100 Discipline-procedure.

The ~~city's personnel rules city manager shall adopt a standard operating procedure which~~ shall govern all proceedings relating to the discipline of city employees. (Ord. 715 § 2 Exh. A(3), 1987).

2.44.110 Grievance-grounds.

A grievance shall be considered as any matter for which appeal is not provided for, or prohibited, in this chapter, concerning:

- A. A dispute about the interpretation or application of any ordinance, rule or regulation governing personnel practices or working conditions.
- B. A dispute about the practical consequences of a city decision on wages, hours and other terms and conditions of employment.
- C. A decision affecting the employment of any permanent or probationary employee over which the city manager has partial or complete jurisdiction. (Ord. 442 § 1(part), 1974: prior code § 1-418(part)).

2.44.120 Grievance-informal procedure.

An employee who has a problem or complaint should first try to get it settled through discussion with his immediate supervisor without undue delay. If, after this discussion, he does not believe the problem has been satisfactorily resolved, he shall have the right to discuss it with his supervisor's immediate superior, if any, in the administrative service. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached by discussion, he shall then have the right to file a formal grievance in writing within ten calendar days after

receiving the informal decision of his immediate superior. An informal grievance shall not be taken above the city manager. (Ord. 442 § 1(part), 1974: prior code § 1-418(a)).

2.44.130 Grievance-formal procedure.

A. First Level of Review. A grievance shall be presented in writing to the employee's immediate supervisor, who shall render his decision and comments in writing and return them to the employee within ten calendar days after receiving the grievance. If the employee does not agree with his supervisor's decision, or if no answer has been received within ten days, the employee may present the appeal in writing to his supervisor's immediate superior. Failure of the employee to take further action within ten calendar days after receipt of the written decision of his supervisor, or within a total of twenty calendar days if no decision is rendered, will constitute a withdrawal of the grievance.

B. Further Level or Levels of Review as Appropriate. The supervisor receiving the grievance shall review it, render his decision and comments in writing, and return them to the employee within ten calendar days after receiving the appeal. If the employee does not agree with the decision, or if no answer has been received within ten days, he may present the appeal in writing to the department head. Failure of the employee to take further action within ten days if no decision is rendered will constitute a withdrawal of the grievance.

C. Department Review. The department head receiving the grievance, or his designated representative, should discuss the grievance with the employee, his representative, if any, and with other appropriate persons. The department head shall render his decision and comments in writing, and return them to the employee within ten calendar days after receiving the appeal. If the employee does not agree with the decision reached, or if no answer has been received within ten calendar days, he may present the appeal in writing to the city manager. Failure of the employee to take further action within ten days after receipt of the decision, or within a total of twenty days if no decision is rendered, will constitute withdrawal of the grievance.

D. City Manager. The city manager, or his designated representative, should discuss the grievance with the employee, his representative, if any, and with other appropriate persons. The city manager may designate a fact-finding committee, or an officer not in the normal line of supervision, to advise him/her concerning the appeal. The appointing power shall render a decision in writing to the employee within twenty days after receiving the grievance. (Ord. 442 § 1(part), 1974: prior code § 1-418(b)).

2.44.140 Grievance-conduct of procedure.

- A. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
- B. The employee may request the assistance of another person of his own choosing in preparing and presenting his appeal at any level of review.
- C. The employee and his representative may be privileged to use a reasonable amount of work time as determined by the appropriate department head in conferring about and presenting the appeal.
- D. Employees shall be assured freedom from reprisal for using the grievance procedures. (Ord. 442 § 1(part), 1974: prior code § 1-418(c)).

3.04.020 Purchasing officer – Office created – Designated – Duties generally—Bond.

A. There is created the position of purchasing officer. The ~~fiscal services officer~~ City Manager will appoint the ~~is designated as~~ purchasing officer, and in the absence of the purchasing officer, the functions of such position shall be performed by the appointed assistant purchasing officer ~~finance director~~.

~~C. The purchasing officer shall furnish a corporate surety bond in a form as approved by the city~~ City manager ~~Manager~~ Manager, in the amount of twenty-five thousand dollars, which shall be conditioned upon the faithful performance of the duties imposed by this chapter upon the purchasing officer. Any premium for such bond shall be a proper charge against the city.

3.04.060 Open market procedures – Departmental proprietary supplies, services and equipment costing more than five thousand dollars and less than twenty-five thousand dollars.

A. “Departmental proprietary supplies, services and equipment” are defined as goods and services professionally unique to one using department or primarily used by one department. In the latter case, the primary using department will act as procurement coordinator. Examples of professionally unique goods and services are:

1. Police equipment and ammunition;
2. Arrest/citation forms;
3. Fire hose/firefighting apparatus;
4. Accounting forms, city ~~City~~ warrants ~~checks~~, purchase orders;
5. Vehicle parts and equipment;
6. Street maintenance materials;
7. Parks/gardening supplies and equipment.

3.04.090 Open market procedures – Supplies, services and equipment costing less than five thousand dollars.

A. Department heads will be responsible for procuring items other than office supplies and reproduction paper costing less than five thousand dollars.

B. Department heads should make every effort to obtain the least possible price to the city ~~City~~ for items in this category. Department heads are encouraged to consult with the purchasing officer in identifying vendor sources resulting in the least possible price to the city ~~City~~.

~~C. Purchases in this category do not require the use of purchase orders. Department heads will be responsible for initiating purchasing orders for procuring items in this category. (Ord. 950 § 4, 2006; Ord. 587 § 2, 1981; prior code § 2-309)~~

3.04.120 Award and execution of contracts.

Except in emergency situations, all contracts for supplies, services and equipment in an estimated amount of twenty-five thousand dollars or more shall be awarded by the city ~~City council~~ Council. Contracts for supplies, services and equipment in an estimated amount of less than twenty-five thousand dollars shall be executed by the City Manager ~~purchasing officer~~. (Ord. 950 § 5, 2006; Ord. 587 § 2, 1981; prior code § 2-312)

3.10.010 Balanced budget – Requirements.

The staff is directed to institute measures to balance the budget annually, to ensure that expenditures do not exceed revenues in any fiscal year, except to the extent of a carefully long ranged and programmed use of city ~~City~~ fund balances which as determined by the City ~~council~~ Council are necessary and proper to maintain cost effective services to all of the citizens of the community. This section applies to all general purpose funds, as defined in SMC

~~3.08.010~~ 12.040. (Ord. 609 § 2, 1982; prior code § 3-206)

Chapter 3.12

RESERVES AND FUNDS

Sections:

- 3.12.010 Capital reserve.
- 3.12.020 Special reserve.
- 3.12.030 Emergency reserve.
- 3.12.040 Continuance, establishment and maintenance of funds.
- 3.12.110 Contribution to and maintenance of funds.

3.12.110 Contribution to and maintenance of funds.

The requirement of general fund contributions to those reserves established by SMC 3.12.010, 3.12.020 and 3.12.030, and the provisions relating to a minimum year-end balance, may be waived by resolution of the ~~city~~City ~~council~~Council at the time of adoption of the annual budget upon the written recommendation of the ~~city~~City ~~manager~~Manager. (Ord. 1000 § 2, 2011; Ord. 793 § 1, 1991)

Chapter 3.16

TAX ASSESSOR

Sections:

- 3.16.010 Assessment and collections.

3.16.010 Assessment and collections.

The ~~city~~City ~~council~~Council alleges that the duties of assessing property ~~and collecting taxes are~~—provided by law to be performed by the Monterey County Assessor ~~and and collecting taxes tax collector of the city~~ shall be performed by the Monterey County Tax Collector; as provided by law. (Ord. 1, 1954; prior code § 3-101)

3.21.070 Imposition of use tax – Rate.

~~An~~ excise transaction tax is hereby imposed on the storage, use, or other consumption in the ~~city~~City of tangible personal property purchased from any retailer on and after the operative date of the ordinance codified in this chapter for storage, use or other consumption in said territory at the rate of one percent of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made. (Ord. 967 § 9, 2007)

3.24.010 Definitions.

Except where the context otherwise requires, the definitions given in this section govern the construction of this chapter.

“Tax administrator” means the city clerk shall be appointed by the City Manager.

3.24.130 Violations – Misdemeanor.

In addition to any other state or ~~city~~City penalties or enforcement procedures, violation of any of the provisions of this chapter may be prosecuted as a misdemeanor ~~which shall be punishable by a fine of not more than one thousand dollars or by imprisonment for a period of not more than one year or by both such fine and imprisonment.~~

3.28.010 Schedules adopted.

The schedules of fees and charges, Schedules A, C, F, M, P, and W, attached to Ordinance 586, in file in the office of the city clerk, are adopted. (Ord. 586 § 2, 1981) is adopted annually by resolution of the City Council.

3.28.020 Adjustments.

The fees and charges of SMC 3.28.010, unless otherwise excepted, will be adjusted each fiscal year by the San Francisco-Oakland-San Jose (Bay Area) Urban Wage Earners and Clerical Workers Consumer Price Index (CPI-W) not to exceed the limitations imposed by Article XIII B of the Constitution of the state. Such adjustments will be made by resolution of ~~the~~ ~~city~~City ~~council~~Council. (Ord. 625 § 1, 1982; Ord. 586 § 3(C), 1981)

3.28.030 Fees not enumerated in schedules.

All municipal services not specifically enumerated in the schedules referred to in SMC 3.28.010, or in another municipal ordinance, section of the municipal code, or municipal resolution, ~~will~~may be provided and billed to the user at the full cost of time, material, and overhead. Such fee or charge will be determined by the ~~treasurer~~City Manager or designee to ensure compliance with the limitations, as applicable, of Article XIII B of the Constitution of the state. (Ord. 586 § 3(D), 1981)

3.28.040 Public agencies and Non-profit organizations.

Fees and charges for use of ~~City~~City Hall facilities by public agencies and non-profit organizations shall be established by resolution of the ~~city~~City Council on a reduced fee basis and listed in the annual Fee Schedule. (Ord. 658 § 1, 1984)

~~**3.28.050 Public agencies.**~~

~~Fees and charges for use of city~~City facilities are waived for public agencies. (Ord. 658 § 1, 1984)

3.30.040 Definitions.

Except where the context otherwise requires, the definitions contained in this section shall govern the construction of this chapter.

“Collector” means the ~~finance director~~City Manager or designee of the ~~city~~City.

~~**3.30.070 Tax rate.**~~

~~The tax rate shall be that rate which is set by council resolution. (Ord. 642 § 1, 1983)~~

~~**3.30.080 Annual review.**~~

~~Each year, commencing in 1985, in conjunction with the city’s annual budget hearings, the city council shall reconsider the provisions and rate of the utility user’s tax. Following the hearings, the city council may modify the provisions and rate of the tax; and may provide no tax on one or more utilities for the utility tax year. The tax imposed shall continue to be levied for each utility tax year under the provisions of this chapter unless modified by the city council. (Ord. 642 § 1, 1983)~~

3.30.090 Electricity user’s tax.

A. Tax Imposed. There is imposed a 6% tax upon every person in the ~~city~~City, other than an electrical corporation or a gas corporation, using electrical energy in the ~~city~~City. The tax imposed by this section shall be ~~pursuant to the rate established by resolution~~ levied against charges made for such energy and shall be paid by the person paying for such energy. “Charges,” as used in this section, includes charges made for:

1. Metered energy; and
2. Minimum charges for service, including customer charges, service charges, demand charges, standby charges and annual and monthly charges.

B. Exclusions. As used in this section, the words “using electrical energy” shall not be construed to mean:

1. The storage of such energy by a person in a battery owned or possessed by him for use in an automobile or other machinery or device apart from the premises upon which the energy was received; provided, however, that the term shall include the receiving of such energy for the purpose of using it in the charging of batteries; or
2. The mere receiving of such energy by an electrical corporation or a government agency at a point within the ~~city~~City for resale.

3.30.100 Gas user’s tax.

A. Tax Imposed. There is imposed a 6% tax upon every person in the ~~city~~City, other than a gas corporation or an electrical corporation, using gas in the ~~city~~City which is delivered through mains or pipes. The tax imposed by this section shall be ~~pursuant to the rate established by resolution~~ levied against charges made for such gas, including minimum charges for service, and shall be paid by the person paying for such gas.

3.30.110 Telephone user's tax.

A. Tax Imposed. There is imposed a 6% tax upon every person in the cityCity, other than a telephone corporation, using intrastate telephone communication services in the cityCity. The tax imposed by this section shall be ~~pursuant to the rate established by resolution~~ levied against charges made for such services and shall be paid by the person paying for such services.

3.30.120 Water user's tax.

A. Tax Imposed. There is imposed a 6% tax upon every person in the cityCity, other than a water corporation, using water in the cityCity which is delivered through mains or pipes. The tax imposed by this section shall be ~~at the rate established by resolution~~ levied against charges made for such water, and shall be paid by the person paying for such water.

3.30.130 Cable television user's tax.

A. Tax Imposed. There is imposed a 6% tax upon every person in the cityCity, other than a cable television corporation, using cable television services in the cityCity. The tax imposed by this section shall be pursuant to the rate established by resolution levied against the charges made for such services, and shall be paid by the person paying for such services.

3.30.210 Exemptions.

A. Eligibility. Any service user who is sixty-five years of age or older and who is personally responsible for the payment of the utility services subject to this tax and who personally pays for those services shall be eligible for an exemption from the taxes imposed by this chapter on service supplied to the service user's residential living quarters. Only one such residential exemption shall be allowed to any person. The person in whose name the utility services are established with the utility companies ~~as of August 15, 1983,~~ will be deemed to be the person personally responsible for purposes of this section. The provisions of this exemption shall also apply to any individual who meets the criterion of disability, as established by the Social Security Administration's Supplemental Security Income Program for the Aged, Blind, and Disabled (Title XVI of the Social Security Act as amended), without regard to the age of the disabled individual.

3.32.060 Establishment of a regional development impact fee.

A. The regional development impact fee is hereby established in the amounts specified in a resolution to be adopted by the Monterey County Board of Supervisors for the purpose of paying for regional transportation improvement projects identified in Exhibit "B" of the JPA needed to meet increased demand created by traffic resulting from new development.

3.32.090 Severability.

If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the portions of this chapter not held to be unconstitutional or invalid. The ~~county board of supervisors~~City Council hereby declares that it would have passed this chapter and each section, subsection, clause or phrase hereof irrespective of the fact that one or more sections, subsections, clauses or phrases hereof be declared unconstitutional or invalid. (Ord. 973 § 6, 2008)

3.32.110 Administrative costs.

The RDIF agency may establish a processing fee or administrative surcharge to defray the reasonable cost of administration of the RDIF program by the RDIF agency in an amount not to exceed one percent of the fees collected by the county-City in accordance with Government Code Section 66014 and as otherwise provided by law. (Ord. 973 § 8, 2008)

Chapter 5.08

~~ADULT~~ADULT-ORIENTED BUSINESSES

5.08.010 Findings.

The ~~city council~~City Council makes the following findings regarding the establishment of adult-oriented businesses:

A. Certain uses of real property, variously described as adult bookstores, adult motion picture facilities, figure model studios, adult cabarets, adult motels, escort services and massage parlors, have serious objectionable characteristics which, if such uses were allowed to become concentrated in certain areas of the ~~city~~City, may have adverse effects upon the character of such areas and adjacent neighborhoods;

~~B. Permitting the concentration of adult businesses may tend to create and foster a skid row atmosphere in neighborhoods and areas within the city~~City;

~~C.~~ Permitting the concentration of such adult-oriented businesses in residential zones, or in zones adjacent to schools, churches or public recreational areas, or within close proximity of such uses, may expose minors to such facilities and this may adversely affect such minors due to their immaturity;

~~D.~~C. Special regulation of adult-oriented business uses is necessary to ensure that such uses do not become incompatible land uses and, further, will not contribute to the blighting or downgrading of zones in which they are permitted, therefore, adversely affecting property values and deterring or interfering with the development and operation of other businesses within the ~~city~~City;

~~E.~~D. There is a higher incidence of crime, especially crimes against the person, in areas in which adult-oriented businesses are permitted to cluster or become concentrated, and that such crimes and the incidence thereof increase in the late evening and night hours, requiring increased effort on the part of public safety personnel to police such activities, with resultant costs to the ~~city~~City. (Ord. 937 Att. 1, 2004)

5.08.050 Conditional use permit.

Any adult-oriented business, the location of which is otherwise permitted under this chapter, shall be a use subject to first obtaining a conditional use permit, as defined in SMC Title 17, Article 5, subject to the following criteria:

A. That the proposed use will not be contrary to the public health, peace, safety, morals, comfort and general welfare of persons residing or working in the zone or district in which the use is proposed;

B. That the proposed use will not result in creating a ~~skid row~~less than desirable commercial atmosphere in zones or districts in which it is proposed; and

C. That the proposed use will not be contrary to any program of or neighborhood conservation, nor interfere with any economic development program of urban renewal in the zones or districts in which it is proposed. (Ord. 937 Att. 1, 2004)

5.08.070 Regulation of escort service.

D. Failure to Comply.

2. Violations – Misdemeanors. Violation of any provisions of this section shall constitute a misdemeanor and may be prosecuted criminally as set forth in Seaside ~~City~~City Code ~~Section 1-7~~Chapter 1.16 PENALTIES, ENFORCEMENT, ADMINISTRATIVE AND LEGAL PROCEDURES.

3. Violations – Public Nuisance. Any escort service or escort operating contrary to the provisions of this section shall be, and the same is declared to be, unlawful and a public nuisance. The ~~city~~City attorney may, in addition to or in lieu of prosecuting a criminal action hereunder, commence an action for abatement, removal or enjoinder thereof, in the manner provided by law or as set forth in Seaside ~~City~~City Code ~~Section 1-7~~Chapter 1.16 PENALTIES, ENFORCEMENT, ADMINISTRATIVE AND LEGAL PROCEDURES.

5.08.080 Amortization.

A. Within thirty-six months of the effective date of the ordinance codified in this chapter, all nonconforming adult-oriented businesses shall either be discontinued or made to conform to the provisions of this chapter, except that such nonconforming uses may be permitted to continue for a period not to exceed an additional twenty-four-month period upon the granting of a conditional use permit, upon application ninety days prior to the expiration of the present thirty-six-month use, pursuant to ~~Article XXIII~~Chapter 17 of the zoning ordinance.

B. In addition to the criteria contained in ~~Article XXIII~~Chapter 17 of the zoning ordinance and SMC 5.08.050, the ~~planning~~Planning eC Commission must find, in determining whether a conditional use permit should be issued, the following:

1. That the use, if continued, will not create a public nuisance, as defined in Sections 3479 and 3480 of the California Civil Code;
2. That the tenant, subtenant, lessee, sublessee, owner or other person, firm, partnership, association, or corporation who owns or operates such use is obligated under a lease or other binding rental agreement for the premises, which obligation was entered into before June 30, 1979, for a period exceeding five years; and
3. That the use represents an investment of money in leasehold and other improvements to such an extent that denial of such permit would result in undue financial hardship. (Ord. 937 Att. 1, 2004)

Chapter 5.16 BINGO

5.16.160 Violation – Penalty.

A. Violation of the provisions of SMC 5.16.060, and upon conviction thereof, shall be punishable by a fine not to exceed ten thousand dollars, which fine shall be deposited in the general fund of the ~~city~~City, or by imprisonment in the county jail not to exceed six months, or by both such fine and imprisonment.

B. It shall be a misdemeanor for any person to violate any provision of this chapter, other than SMC 5.16.060, ~~and upon conviction thereof, shall be punishable by imprisonment in the county jail not to exceed six months or by a fine not to exceed five hundred dollars, or by both such fine and imprisonment.~~ (Ord. 487, 1977; Ord. 473, 1976; prior code §§ 4-115 and 4-116)

Chapter 5.20

SECURITY ALARM SYSTEMS

5.20.050 Notice to subscriber.

Upon receipt of the report described above, the chief of police or his designee shall cause a written notice to be served upon the subscriber of the security alarm system. The notice shall indicate that a false alarm was made from such premises, and that steps should be taken by the subscriber to prevent future false alarms. The notice also shall state that if more than one false alarm occurs on the premises, a service charge ~~of twenty five dollars~~established by ~~Resolution~~ shall be assessed against the subscriber for each subsequent false alarm which occurs. (Ord. 676 § 2, 1985)

Chapter 5.24

CATV FRANCHISE

~~5.24.020 — Granting authorized.~~

~~A nonexclusive franchise to construct, operate and maintain a community antenna television system in the city may be granted by the city council to any person, firm or corporation offering to furnish and provide such system pursuant to Section 53066 of the California Government Code and pursuant to the terms and provisions of this chapter. (Ord. 822 § 1, 1993; Ord. 266, 1963; prior code § 12-1001)~~

~~5.24.030 — Application and issuance.~~

~~A. Application for a franchise under this chapter shall be filed with the city clerk in a form approved by the city and shall contain the following information:~~

- ~~1. The name and address of the applicant;~~
- ~~2. A general description of the applicant's proposed CATV operation, including map of areas to be served;~~
- ~~3. A copy of proposed service agreement between the grantee and its subscribers shall accompany the application. For unusual circumstances, such as underground cable required or more than one hundred fifty feet of distance from cable to connection of service to subscribers, an additional installation charge over that normally charged for installation as specified in the applicant's proposal may be charged, with easements to be supplied by subscribers. For remote, relatively inaccessible subscribers within the city, service will be made available on the basis of cost of materials, labor and easements if required;~~
- ~~4. A statement of the corporate organization of the applicant, including the names and addresses of its officers, directors and associates, and also including the names of subsidiary companies with a listing of other areas being served by CATV or similar systems;~~
- ~~5. A statement setting forth all agreements and understandings, whether written, oral or implied, existing between the applicant and any person, firm, group or corporation with respect to the franchise and the proposed operations. If a franchise is granted to a person, firm, group or corporation posing as a front or representative for another person, firm, group or corporation, and such information is not disclosed in the original application, such franchise shall be revoked automatically, and the council shall consider awarding the franchise to another qualified applicant;~~
- ~~6. The applicant shall furnish sufficient financial information to establish the financial ability to complete installation and operation of the CATV system;~~
- ~~7. A statement of proposed percentage franchise payment to the city referred to in SMC 5.24.040.~~

~~B. Upon consideration of any such application, the city council may grant a franchise for CATV to such applicant as may appear from the application to be in its opinion best qualified to render proper and efficient CATV service to television viewers and subscribers in the city. The council's decision in the selection will be final.~~

~~C. Any franchise issued pursuant to this chapter shall include the following condition:~~

~~The CATV system herein franchised shall be used and operated solely and exclusively for the purpose expressly authorized by Ordinance of the city of Seaside and no other purpose whatsoever.~~

~~The inclusion of the foregoing statement in any such franchise shall not be deemed to limit the authority of the city council to include any other reasonable condition, limitation, or restriction which it may deem necessary to impose in connection with such franchise pursuant to the authority conferred by this chapter. (Ord. 822 § 2, 1993; Ord. 266, 1963; prior code § 12-1019)~~

~~5.24.050 — Faithful performance bond.~~

~~A. The grantee shall, currently with the filing of and acceptance of award of any franchise granted under this chapter, file with the city clerk, and at all times thereafter maintain in full force and effect for the term of such franchise, at grantee's sole expense, a corporate surety bond in a company approved by, and in a form to be approved by, the city attorney, in the amount of twenty five thousand dollars, renewable annually, and conditioned upon the faithful performance of the grantee, and upon the further condition that in the event the grantee fails to comply with any one or more of the provisions of this chapter, or of any franchise issued to the grantee under this chapter, there shall be recoverable jointly and severally from the principal and surety of such bond any damages or loss suffered by the city as a result thereof, including the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of the grantee as prescribed hereby which may be in default, plus a reasonable allowance for attorney's fees and costs, up to the full amount of the bond; said condition to be a~~

~~continuing obligation for the duration of such franchise and thereafter until the grantee has liquidated all of its obligations with the city that may have arisen from the acceptance of the franchise by the grantee or from its exercise of any privilege therein granted. The bond shall provide that thirty days' prior written notice of intention not to renew, cancellation, or material change be given to the city.~~

~~B. Neither the provisions of this section, any bond accepted by the city pursuant thereto, nor any damages recovered by the city thereunder shall be construed to excuse faithful performance by the grantee or limit the liability of the grantee under any franchise issued under this chapter or for damages, either to the full amount of the bond or otherwise. (Ord. 266, 1963; prior code § 12-1014)~~

5.24.060 Indemnification of ~~city~~City.

A. The grantee shall, at all times during the existence of any franchise ~~issued under this chapter~~, maintain in full force and effect, furnish to the ~~city~~City and file with the ~~city council~~City Council, at its own cost and expense, a general comprehensive liability insurance policy, in protection of the ~~city~~City, its officers, boards, commissions, agents and employees, in a company approved by the ~~city manager~~City Manager and in a form satisfactory to the ~~city~~City attorney, protecting the ~~city~~City and all persons against liability for loss or damage for personal injury, death, and property damage, occasioned by the operations of the grantee under such franchise, with minimum liability limits of one million dollars for personal injury or death in any one occurrence.

B. The policies mentioned in subsection A of this section shall name the ~~city~~City, its officers, boards, commissions, agents and employees as additional insureds and shall contain a provision that a written notice of any cancellation or reduction in coverage of the policy shall be delivered to the ~~city~~City ten days in advance of the effective date thereof; if such insurance is provided in either case by a policy which also covers the grantee or any other entity or person than those above named, then such policy shall contain the standard cross-liability endorsement.

~~C. No franchise granted under this chapter shall be effective unless and until each of the foregoing policies of insurance as required in this section has been delivered to the city. (Ord. 822 § 3, 1993; Ord. 266, 1963; prior code § 12-1015)~~

5.24.070 ~~Duration.~~

~~No franchise granted by the city council under this chapter shall be for a term longer than twenty years following the date of acceptance of such franchise by the grantee or the renewal thereof, except as may be extended by city council resolution. Any such franchise may be terminated prior to its date of expiration by the city council in the event that the council finds, after notice and public hearing, that:~~

~~A. The grantee has failed to comply with any provision of this chapter, or has, by act or omission, violated any term or condition of any franchise or permit issued under this chapter; or~~

~~B. Any provision of this chapter has become invalid or unenforceable, and the council further finds that such provision constitutes a consideration material to the grant of the franchise; provided, however, that the grantee shall be given at least thirty days' notice of any proposed termination. (Ord. 653 § 1, 1983; Ord. 266, 1963; prior code § 12-1004)~~

5.24.080 ~~Uses permitted the grantee.~~

~~A. Any franchise granted pursuant to the provisions of this chapter shall authorize and permit the grantee to engage in the business of operating and providing a CATV system in the city, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain and retain in, on, over, under, upon, across and along any public street or highway such poles, wires, cable, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be necessary and appurtenant to the CATV system; and, in addition, so to use, operate and provide similar facilities or properties rented or leased from a public utility franchised or permitted to do business in the city.~~

~~B. The grantee may make a charge to subscribers for connection to its CATV system and a fixed monthly charge as filed and approved, as herein provided, for transmission to them only of television and audio programs received free by the public generally at the same time from regularly licensed stations. No charge may be made to subscribers for any other transmissions directed to them. (Ord. 822 §§ 4(A), (B), 1993; Ord. 266, 1963; prior code § 12-1003)~~

5.24.090 — Limitations.

~~A. Franchises granted under this chapter shall be nonexclusive.~~

~~B. No privilege or exemption shall be granted or conferred by any franchise granted under this chapter except those specifically prescribed in this chapter.~~

~~C. Any privilege claimed under such franchise by the grantee in any street, or other public property, shall be subordinate to any prior lawful occupancy of the streets, or other public property.~~

~~D. Any such franchise shall be a privilege to be held in personal trust by the original grantee. It cannot in any event be sold, transferred, leased, assigned or disposed of, in whole or in part, either by forced or involuntary sale, merger, consolidation or otherwise, without prior consent of the city council expressed by resolution, and then only under such conditions as may be therein prescribed. The consent of the city may not be arbitrarily refused; provided, however, the proposed assignee must show financial responsibility and must agree to comply with all provisions of this chapter; and, provided further, that no such consent shall be required for a transfer in trust, mortgage, or other hypothecation as a whole, to secure an indebtedness.~~

~~E. The grantee shall have no recourse whatsoever against the city for any loss, cost, expense or damage arising out of any provisions or requirements of this chapter or its enforcement.~~

~~F. The grantee is subject to all requirements of the city ordinances, rules, regulations and specifications of the city heretofore or hereafter enacted or established, including, but not limited to, those concerning street work, street excavation, use, removal and relocation of property within a street, and other street work. (Ord. 822 § 1, 1993; Ord. 266, 1963; prior code § 12-1006)~~

5.24.100 — Right reserved to city.

~~There is reserved to the city every right and power which is required to be herein reserved or provided by any ordinance of the city, and the grantee, by its acceptance of any franchise, agrees to be bound thereby and to comply with any action or requirements of the city in its exercise of such right or power, heretofore or hereafter enacted or established. (Ord. 266, 1963; prior code § 12-1007)~~

5.24.110 — Permits and authorizations.

~~The grantee shall proceed within thirty days with due diligence to obtain all necessary permits and authorizations which are required in the conduct of its business, including utility joint use attachment agreements, and microwave carrier licenses to be granted by duly constituted regulatory agencies having jurisdiction over the operation of CATV systems, or their associated microwave transmission facilities. Further, the grantee shall commence installation and proceed to render service to subscribers within one hundred fifty days subsequent to the obtaining of all the necessary permits and authorizations. The completion of the installation shall be pursued with reasonable diligence thereafter, so that service to all areas designated on the map accompanying the application for franchise, as provided in SMC 5.24.030, shall be provided within one year from the date that service was first provided. Failure to do any of the foregoing shall be grounds for termination of franchise. (Ord. 266, 1963; prior code § 12-1008)~~

5.24.120 — Location of grantee's properties.

~~A. Any poles, wires, cable lines, conduits, or other properties of the grantee to be constructed or installed in streets, shall be so constructed or installed only at such locations and in such manner as shall be approved by the superintendent of streets of the city acting in the exercise of his reasonable discretion.~~

~~B. The grantee shall not install or erect any facilities or apparatus on public property or rights of way within the city, except those installed or erected upon public utility facilities now existing, without written approval of the superintendent of streets of the city.~~

~~C. In those areas and portions of the city where either the transmission and distribution facilities of the public utility providing telephone service or those of the utility providing electric service are underground or hereafter may be placed underground, then the grantee shall likewise construct, operate, and maintain all of its transmission and distribution facilities underground. Amplifiers in the grantee's transmission and distribution lines may be in concrete boxes or vaults upon the surface of the ground. (Ord. 266, 1963; prior code § 12-1009)~~

~~5.24.130 — Removal or abandonment of property of grantee.~~

~~In the event that the use of any part of the CATV system is discontinued for any reason for a continuous period of twelve months, or in the event such system or property has been installed in any street or public place without complying with the requirements of its franchise, or the franchise has been terminated, canceled or has expired, the grantee shall promptly, upon being given notice, remove from the streets or public places all such property and poles of such system other than any which the superintendent of streets may permit to be abandoned in such place. In the event of any such removal, the grantee shall promptly restore the street or other area from which such property has been removed, to a condition satisfactory to the superintendent of streets. (Ord. 266, 1963; prior code § 12 1010)~~

~~5.24.140 — Change required by public improvements.~~

~~The grantee shall, at its expense, protect, support, temporarily disconnect, relocate in the same street, alley or public place, or remove from the street, alley or public place, any property of the grantee when required by the superintendent of streets by reason of traffic conditions, public safety, street vacation, freeway and street construction, change or establishment of street grade, installation of sewers, drains, water pipes, power lines, signal lines, and tracks, or any other type of structures or improvements by governmental agencies when acting in a governmental or proprietary capacity, or any other structures or public improvements; provided, however, the grantee shall in all such cases have the privileges and be subject to the obligations to abandon any property of the grantee in place, as provided in SMC 5.24.130. (Ord. 266, 1963; prior code § 12 1011)~~

~~5.24.150 — Failure to perform street work.~~

~~Upon failure of the grantee to complete any work required by law or by the provisions of this chapter to be done in any street, within the time prescribed and to the satisfaction of the superintendent of streets, the superintendent of streets may cause such work to be done and the grantee shall pay to the city the cost thereof in the itemized amounts reported by the superintendent of streets to the grantee, within thirty days after receipt of such itemized report. (Ord. 266, 1963; prior code § 12 1012)~~

~~5.24.160 — CATV installation shielding.~~

~~The grantee shall at all times during the term of any franchise granted under this chapter, at its own cost and expense, properly and in a good workmanlike manner, install and maintain adequate shielding, filtering, and grounding at affected installations within the CATV system to eliminate television interference encountered from fundamental frequency overload by radio amateur transmissions which are in compliance with Federal Communications Commission regulations. (Ord. 266, 1963; prior code § 12 1013)~~

~~5.24.170 — Operational standards.~~

~~The CATV system shall be installed and maintained in accordance with the highest and best accepted standards of the industry to the effect that subscribers shall receive the highest possible service. In determining the satisfactory extent of such standards, the following will apply:~~

~~A. The system shall be installed using all band equipment capable of passing the entire VHF and FM spectrum, and it shall have the further capability of converting UHF for distribution to subscribers on the VHF band.~~

~~B. The system, as installed, shall be capable of passing standard color television signals without the introduction of noticeable effects on color fidelity and intelligence.~~

~~C. The system and all equipment shall be designed and rated for twenty four hour per day continuous operation.~~

~~D. The system signal to noise ratio shall be not less than forty six decibels.~~

~~E. Hum modulation of picture signal shall be less than five percent.~~

~~F. The system shall use components having VSWR of 1.4 or less.~~

~~G. The master antenna to be installed for the CATV system shall be located at a point where the signal strength of the television stations to be received shall be not less than five hundred microvolts per meter for low band channels (two through six) and not less than eight hundred microvolts per meter for high band channels (seven through thirteen) for at least fifty percent of the time at a receiving antenna height of thirty feet above ground. Each CATV subscriber shall receive a minimum signal strength of two thousand microvolts as measured at the antenna terminals.~~

of the television set. Methods of measuring above standards, where necessary, will be established by the city council. (Ord. 266, 1963; prior code § 12-1017)

5.24.180 — Miscellaneous provisions.

~~A. All matters provided in this chapter to be filed with the city shall be filed with the city clerk.~~

~~B. If the grantee fails to operate its system for a period of two years from the date such service begins, the subscribers who have paid installation charges shall be entitled to a refund of the installation charges less one twenty fourth of each charge for each month elapsing from the time service was first started to that subscriber and during which time service was available to him.~~

~~C. The rate schedule for any service agreement or increase thereto to subscribers must have written approval of the city council.~~

~~D. In the event the Public Utilities Commission of the state or the Federal Communications Commission takes jurisdiction over the operations and rates of the grantee, then the authority of the city to approve rates and charges shall cease.~~

~~E. The grantee shall pay to the city a sum of money sufficient to reimburse it for expense incurred by it in publishing legal notice and ordinances in connection with the granting of a franchise pursuant to the provisions of this chapter, such payment to be made within thirty days after the city furnishes such grantee with a written statement of such expense.~~

~~F. The grantee shall make available, upon telephone request, prompt CATV maintenance service from within the city limits during normal business hours. From five p.m. on, the maintenance service shall be radio dispatched from the company offices. The grantee shall provide a location within the city limits of the city at which bills may be paid during regular business hours. Maintenance service shall be available by telephone twenty four hours a day.~~

~~G. The grantee shall not engage in the business of selling television or other receivers which make use of signals transmitted by its system, nor shall the grantee engage in the repair of such receivers or the sale of parts for the same. (Ord. 822 § 5, 1993; Ord. 488, 1977; Ord. 266, 1963; prior code § 12-1018)~~

5.24.190 — Inspection of property and records.

~~At all reasonable times, the grantee shall permit any duly authorized representative of the city to examine all property of the grantee, together with any appurtenant property of the grantee, situated within or without the city, and to examine and transcribe any and all maps and other records kept or maintained by the grantee or under its control which deal with the operations, affairs, transactions or property of the grantee with respect thereto. The grantee shall, at all times, make and keep in the city full and complete plans and records showing the exact location of all CATV system equipment installed or in use in streets, alleys and public places in the city. The grantee shall file with the superintendent of streets, on or before the last day in March of each year, a current map or set of maps drawn to scale, to be designated by the superintendent of streets, showing all CATV system equipment installed the previous year. (Ord. 266, 1966; prior code § 12-1016)~~

5.24.200 — Service rates and charges.

~~The city reserves the right to regulate a grantee's service rates and charges to the extent not preempted by federal and/or state laws. The grantee's service rates and charges shall be uniform throughout the city. The grantee shall comply with all federal and state laws, rules and regulations governing predatory pricing practices. (Ord. 822 § 6, 1993)~~

Chapter 5.28

CHARITABLE SOLICITATION

5.28.020 Administration – ~~City~~ City Manager.

~~A. The city~~ City Manager or designee shall administer the provisions of this chapter.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: July 20, 2017

SUBJECT: CONSIDER A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT WITH VERDE DESIGN INC. FOR AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTEEN THOUSAND SIX HUNDRED SEVENTY FOUR DOLLARS (\$217,674) TO DESIGN ADA IMPROVEMENTS AND PROVIDE PRELIMINARY DESIGN DOCUMENTS FOR CUTINO PARK

PURPOSE

The purpose of this item is to have the City Council consider a professional services agreement with Verde Design Inc. for an amount not to exceed Two Hundred Seventeen Thousand Six Hundred Seventy Four Dollars (\$217,674) to design ADA improvements and provide preliminary design documents for the improvements at Cutino Park.

RECOMMENDATION

It is recommended that the City Council adopt the resolution authorizing the City Manager to execute a professional services agreement with Verde Design Inc. for an amount not to exceed Two Hundred Seventeen Thousand Six Hundred Seventy Four Dollars (\$217,674) to design ADA improvements and provide preliminary design documents for the improvements at Cutino Park.

BACKGROUND

Cutino Park is situated between San Pablo Avenue and La Salle Avenue east of Noche Buena Street adjacent to the Boys and Girls Club. Proposed improvements to the park include field renovations to incorporate synthetic turf for multi-use sport activities; new play structures; storage, restrooms, and concession facility renovations; new skate park and upgraded basketball

area; field lighting and restroom security enhancements; batting cages; and ADA upgrades for pathway, entrances, and viewing areas.

On December 15, 2016, the City Council authorized \$200,000 for the preliminary design of Cutino Park Improvements project. Staff released a Request for Proposal (RFP) on April 24, 2017 to retain professional services to design the improvements to Cutino Park identified above.

The RFP was sent to several design firms and posted on the City's website. A total of seven proposals to provide design services were received by May 15, 2017. Proposals were evaluated for completeness and on the firm's qualifications to perform the intended work. The proposals were evaluated based on organization, staffing, related experience, management approach, local knowledge, and professional references. Proposals were ranked by city staff from the Community Development Department, Recreation Department, and Public Works Department. Based upon the rankings by city staff, the top three firms were invited to interview. BFS Landscape Architects, Verde Design, and RRM Design Group were invited to interview on June 5, 2017. Through their proposal, interview and presentation, Verde Design (Verde) demonstrated they understood the City's goals for Cutino Park, have the staff and experience in design of multi-use athletic facilities, and therefore was selected as the most qualified firm to provide design services.

On January 13, 2017, city staff submitted an application to the Community Development Advisory Committee (CDAC) for grant monies to perform ADA upgrades at the park. The application requested \$200,000 from the Community Development Block Grant (CDBG) program to provide adequate and safe facilities for summer youth activities as well as winter and spring sports camps. On June 28, 2017, staff submitted the Annual Action Plan to Housing and Urban Development (HUD) for approval. The plan submitted to HUD included an amount of \$215,503 for the ADA Improvements. HUD is expected to approve this funding request by the middle of August. Based upon anticipated CDBG funding, city staff decided to prioritize the ADA upgrades to improve access to and inside the restrooms and concession stand. The remaining required ADA upgrades would be implemented along with the proposed park improvements at a future date.

Staff negotiated a scope, schedule, and fee with Verde to design the ADA improvements and develop preliminary design documents for Cutino Park. The preliminary design includes schematic design and 30% level design documents. Once the 30% level design and engineer's estimate of construction costs are complete, staff will return to the City Council for direction.

Additionally, Verde will provide, upon approval of the 30% design package, construction documents for the ADA upgrades outlined above. Since the ADA improvements are funded through the CDBG program, the design and construction of these improvements will proceed on its own implementation schedule to ensure that funds are expended in a timely manner and in accordance with the grant guidelines.

The proposed scope of services and schedule are summarized as follows:

Tasks	Description	Duration (months)	Anticipated Date of
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			Completion
1.	Schematic Design - Conceptual Design, Schematic Design, CEQA/NEPA determination. Includes stakeholders meetings, public meetings, preliminary design options, cost benefit analysis for synthetic turf, cost estimate, Board of Architectural Review (BAR), Planning Commission and City Council approval	4	Nov 2017
2.	Design Development Phase - Prepare 30% level design documents, plans and specifications, statement of probable construction costs, BAR and City Council presentation	1	Dec 2017
3.	ADA Design Package - 100% design documents, plans and specifications, statement of probable construction costs, bid and construction support	2	Feb 2018

It is recommended that the City Council authorize the City Manager to execute a professional service agreement with Verde Design for an amount not to exceed Two Hundred Seventeen Thousand Six Hundred Seventy Four Dollars (\$217,674) to provide preliminary design documents for the Cutino Park Improvements project.

ENVIRONMENTAL COMPLIANCE

As part of the proposal, CEQA and NEPA documents will be prepared by the Consultant and presented for City approval.

FISCAL IMPACT

The Cutino Park Improvement Project approved budget is \$2 Million Dollars. Grant funds from the Community Development Block Grant program to construct ADA improvements would be added to this budget upon approval from HUD.

ATTACHMENTS

1. Resolution
2. Professional Service 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

AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH VERDE DESIGN INC. FOR AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTEEN SIX HUNDRED SEVENTY FOUR DOLLARS (\$217,674) TO DESIGN ADA IMPROVEMENTS AND PROVIDE PRELIMINARY DESIGN DOCUMENTS FOR CUTINO PARK

WHEREAS, the facilities at Cutino Park consists of a lighted youth athletic field, concession building, tennis court, half basketball court, restroom building, playground area, picnic area, decorative fountain, and viewing areas; and

WHEREAS, due to its location, size and site amenities, Cutino Park is sought after for various activities year round and is one of the most heavily used parks in the City; and

WHEREAS, improvements to the Park would provide more opportunities for the City's Recreation Department to expand their programs by providing adequate facilities for summer youth activities and possibly after school activities; and

WHEREAS, the proposed upgrades to the athletic field, children's playground, storage facilities, restrooms, concession building, walkways and viewing areas would bring the park into compliance with state and federal laws; and

WHEREAS, on December 15, 2016, City Council approved the Cutino Park Improvements project in the Capital Improvement Program for preliminary design; and

WHEREAS, staff released a Request for Proposal on April 24, 2017 in which seven proposals were received and ranked in which the city invited the top three firms to interview; and

WHEREAS, Verde Design Inc. (Verde), was selected as the most qualified firm to design the ADA improvements and prepare the preliminary design documents for Cutino Park; and

WHEREAS, city staff anticipates receiving Community Development Block Grant (CDBG) program grant funding to implement certain ADA improvements; and

WHEREAS, based upon anticipated CDBG funding, ADA upgrades to the restrooms and concession stand will be implemented as a priority for the CDBG grant funding; and

WHEREAS, city staff negotiated a scope of work, fee and schedule with Verde to prepare preliminary design documents for park upgrades and to prepare construction documents for the ADA improvements to the restrooms and concession stand; and

WHEREAS, Verde has agreed to prepare the requested preliminary design documents and construction documents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to execute a professional services agreement attached hereto as Exhibit A with Verde Design Inc. for an amount not to exceed Two Hundred Seventeen Thousand Six Hundred Seventy Four Dollars (\$217,674) to design ADA improvements and provide preliminary design documents for Cutino Park.

PASSED AND Approved at a Regular Meeting of the City Council of the City of Seaside held on the 20th day of July 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
AGREEMENT FOR CONSULTANT SERVICES
Cutino Park Improvements

THIS AGREEMENT, is made and effective as of _____, 2017, between the City of Seaside, a municipal corporation ("City") and Verde Design Inc., corporation, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on July 21, 2017 and shall remain and continue in effect until tasks described herein are completed, but in no event later than July 30, 2018 unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred Seventeen Thousand Six Hundred Seventy Four Dollars (\$217,674) which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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(b) The City Manager's contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments, that exceed the total threshold, which do not have City Council approval, shall be void.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. To the fullest extent permitted by law, Consultant ~~shall agree to~~ indemnify, ~~protect,~~ defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement, however, only to the extent, and on a percentage basis of fault as ultimately determined by a court of competent jurisdiction. ~~With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.~~

(b) Indemnification for Other Than Professional Liability. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs,

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and expert witness fees), where the same arise out of, are a consequence of, or are in ~~any way~~ attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub consultants of Consultant, however, only to the extent, and on a percentage basis of fault as ultimately determined by a court of competent jurisdiction.

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

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this agreement, Consultant shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of City.

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the

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Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other

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discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

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

16. NOTICES

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

To City:	City of Seaside 440 Harcourt Avenue Seaside, California 93955 Attention: City Clerk
To Consultant:	Verde Design Inc. 2455 The Alameda, Suite 200 Santa Clara, CA 95050 Attention: Derek McKee RLA, Principal

17. ASSIGNMENT

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

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of City's Request for Proposal, **Exhibit "B"** hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, **Exhibit "A"** hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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23. CONFLICT OF INTEREST

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

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

24. ATTORNEY'S FEES AND COURT VENUE

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

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

CITY OF SEASIDE

Verde Design Inc.

By: _____
Craig Malin
City Manager

By: _____
Derek McKee
Principal

Date: _____

Date: _____

CITY OF SEASIDE
AGREEMENT FOR CONSULTANT SERVICES
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EXHIBIT A

<Insert Proposal>

July 12, 2017



Mr. Rick Riedl
City Engineer
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

SUBJECT: Cutino Park Improvements
Verde Design Proposal No. 17060001813M

Dear Rick:

In response to your request, Verde Design, Inc. is pleased to submit the following proposal to provide the identified design services for the above-mentioned project. This proposal shall remain valid for a period of sixty (60) days.

PROJECT UNDERSTANDING/HISTORY

City of Seaside (City) is requesting a proposal for design services for improvements, which include the renovation of Cutino Park. Services will commence with a schematic design phase to assist the City in scoping out the park's renovation for replacement options, costs and timeline. Design process will include conceptual alternatives designs, draft schematic and final schematic design. We will work with staff to develop the programming, priorities and design renovations for the park improvements.

During the schematic design process, we will meet with staff regularly to review the design evolution and receive input for updates. We are including meetings with the user groups, commissions, and City Council. Additional meetings with the community, commission(s) or City Council are included as an optional service.

Following the approval of the schematic design submittal, we will proceed with a Design Development or 30% submittal for the entire park renovation. Then we will setup plans for the improvements package that has funding through a CDBG grant for \$200,000. These services will improve the building areas and areas not to be included in the park improvements based on the ADA survey assessment dated March 26, 2016. We will provide 60%, 95% and 100% construction documents and City Council meeting for ADA improvements. Bid and construction support are also included.

Services will include the following consultants and scope of services:

1. Monterey Bay Engineers – site and utility survey
2. Butano Geotechnical Engineering – geotech report
3. EMC Planning Group – CEQA/NEPA services
4. Salas O'Brien Engineers – architectural and electrical design and building ADA upgrades for the construction documents
5. Mesiti-Miller Engineers – structural engineering
6. Wormhoudt – skate park design

For the ADA improvement package, we will not be including SWPP permitting, electrical and structural engineering. Plans will be developed as one increment and a single bid package. Cost estimates will be setup for the site's scope. A technical specification book will be setup. Improvement needs will be limited to the immediate project area. A budget of \$200,000 is available for the ADA improvements.

The following Detailed Scope of Work is an approach to completing the programming design, conceptual plan design and design development as outlined above for Cutino Park Improvements.

Task 1 – Schematic Design:

- A. Project Start-up:
 - 1. Establish files and in-house documentation.
 - 2. Receive all available data, maps, reports, etc.
 - 3. Obtain City documents relating to the site and other requirements, standards and regulations for development of the facilities.
 - 4. Coordinate the geotechnical investigation and topographic maps with City and our survey and geotech consultants.
 - 5. Update and provide input on the milestone schedule with design team.
- B. Kick-Off Meeting: Meet with the City staff to determine the project intent, scope, project budget and timetable.
 - 1. Identification of roles and responsibilities of consultant team, and City staff.
 - 2. Review the existing site plan, proposed park improvements and steps toward input, consensus and development of the design process.
 - 3. Review the ADA survey and priority areas for potential renovation.
 - 4. Review or develop the project's goals and objectives with staff.
 - 5. Review proposed new park amenities.
 - 6. Scheduling, by purpose, for each phase of the design process and any other public hearings, commission, or Council involvement.
 - 7. Review the draft schedule submitted with the proposal and coordinate updates and adjustments.
- C. Site and Data Review
 - 1. Review assembled project data, as-builts and historical information.
 - 2. Review City codes, ordinances, standards and policies pertaining to project design.
 - 3. Review and record utility information related to electrical, sewer, communications, irrigation and storm drainage.
 - 4. Review any relevant geotechnical engineer reports.
 - 5. Utility survey will be prepared and marked out on the site.
 - 6. Site topographic survey requirements and initiate the site survey. Site survey will include property lines and easements so we will need a title report from the City. Surveyor will also pick up the utility survey information and add to the survey.
 - 7. Geotechnical Report will be provided for earthwork, wall and pier design, paving and R-values and synthetic turf field. Two percolation tests will be provided.
 - 8. Review maintenance practices and concerns with City staff.
 - 9. Site visit to review prepared survey, perform visual analysis and become familiar with existing conditions and constraints. We recommend walking the site with City staff to review conditions and known issues or constraints.
 - 10. Set up site analysis graphic and narrative per visit and input.
- D. Design Objectives & Program Input
 - 1. Develop and refine the project goals and objectives.
 - 2. Provide recommendations for code compliance, utility service, sustainability, safety and facility condition.
 - 3. Generate a park program and recreation uses list with options and spatial sizes for the prioritized amenities.
 - 4. Review with staff in a web based meeting.
- E. Focus Group / Stakeholder Meetings
 - 1. Setup meetings with the local stakeholder groups and meet with them individually to receive input on desired program, priorities, needs, etc.
 - 2. Groups will include:

- i. Boys & Girl's Club
 - ii. Raiders Football
 - iii. Pony Baseball / Softball
 - iv. Seaside Barcelona
 - v. Futsal
 - vi. Monterey Bay Futbol League
 - vii. City of Seaside Recreation
 - viii. Green Team
 - ix. FCC Seaside
 - x. Adjacent property owners
 - xi. Gators / Cypress
 - xii. Local skaters
 3. Most groups will be 15 to 30 minutes meetings and B&G Club, MPUSD and City Recreation may need more time.
 4. Meetings will occur in afternoon over two days and early evening.
- F. Conceptual Plan Alternatives Development
1. We will develop 2-3 conceptual plan options for the park improvements.
 2. The conceptual options will include the park and facility improvements and the new amenities using the input received. Graphics will include plan graphics, pertinent dimensioning and furnishings/materials. We can provide these electronically for City use.
 3. Preliminary construction cost estimates for the project amenities will be setup for each of these options.
 4. Cost benefit analysis for the synthetic turf components to assist with material selection.
- G. City Staff Input (web based meeting)
1. We will present and review the conceptual design concepts, material options and the preliminary construction cost estimate for each option with City staff.
 2. Each concept will be reviewed with Staff to receive their input on organization, use relationships, and priorities.
 3. From the meeting discussions, we will prepare and distribute meeting report.
 4. We will then refine the graphics if necessary.
- H. Community Design Charette & Recreation and Parks Commission
1. Present the concepts to the user groups and community for input.
 2. Work with staff on the agenda and facilitation
 3. Recap input received and priorities
- I. CEQA / NEPA Documentation
1. The improvements as presented in the request for proposals would be categorically exempt from CEQA and would qualify for a categorical exclusion under NEPA.
 2. Scope of work would consist of a minimal amount of research, telephone calls and emails, identification of the appropriate categories for exemption and exclusion, and preparing the paperwork justifying the determinations.
 3. Attend Planning Commission Presentation that is the joint meeting with the Board of Architectural Review and City Council.
- J. Prepare Draft Schematic Design
1. Develop a single preferred conceptual plan based on comments received from the user groups and Staff.
 2. We will setup plan view rendered.
 3. Refine the material choices and preliminary construction cost estimates.
 4. Meet and review the design updates on the draft schematic plan option with City staff.
 5. Receive input from City and review revisions.

K. Community & Advisory Board Review

1. Present the draft schematic to the community for input at a joint Board of Architectural Review / Planning Commission and City Council.
2. Work with staff on the agenda and facilitation.
3. Recap input received and priorities.
4. Develop a phasing or implementation strategy to align with the construction budget for the park and ADA improvements.

L. Final Draft Schematic Plan and Designs

1. Prepare a final draft schematic plan and amenity design graphics with pertinent dimensions.
2. Update the material choices and preliminary cost estimates.

M. Project administration and coordination of all team members.

Task 2 – Design Development Phase:

This stage involves a more detailed design of the project's improvements from a single plan concept to systems design for each plan type. We will coordinate design of the demolition, grading, drainage, storm water requirements (LID), the proposed amenities, irrigation, planting, and utilities within the scope areas.

A. Prepare a Design Development Submittal – 30% level.

1. Based on the comments and input received at the review meeting, we will prepare design development plans, details, specifications and updated cost estimates to a 30% level.
2. The submittal package includes plans, a draft technical specifications book, and a submittal book. Plans will be setup at 20' scale, sheet size to align with City requirements, and enlargements, as necessary, at 10' scale (this format will apply to all CD submittals). The plans include the following:

- a. Cover sheet
- b. Existing Conditions Plans
- c. Demolition Plans
- d. Grading Plans
- e. Drainage / Utility Plans
- f. Layout Plans
- g. Materials and Detail Reference Plans
- h. Enlargement Plans
- i. Irrigation Plans
- j. Planting Plans
- k. Construction Details and Enlargements
- l. Irrigation and Planting Details
- m. Signage Plans
- n. ADA Architecture Plans
- o. Architecture Plans
- p. Electrical Plans
- q. Skate Park Plans

B. Specifications setup in Construction Specification Institute (CSI) format utilizing City's boiler plate. City's front end documents will be updated to align with the project. Technical specifications will be provided per the improvement plans. We will coordinate any modifications or updates to the City specifications.

C. The submittal book supplements the plans and specifications showing:

1. Progress Report.
2. Statement of Probable construction.
3. Material Reference and Product Catalog Cut Sheets.
4. Questions and Comments.

- D. In-house redline review and revisions (QC).
- E. City Staff Meeting
 - 1. Following completion of the DD submittal, we propose a drawing review meeting with the City team to ensure they all understand the reasons behind specific decisions, materials, methodologies, etc.
 - 2. At this meeting we will review and coordinate City comments.
- F. Presentation to the City Council and Board of Architectural Review.
- G. Prepare meeting minutes from each meeting.
- H. Project administration and coordination of all team members.

Task 3 – ADA Improvement Package:

- A. 60% Submittal.
 - 1. The submittal includes updated architecture ADA plans, a technical specifications book, and an updated submittal book.
 - 2. Package will include:
 - a. Cover Sheet
 - b. Access Plan
 - c. Architectural ADA Plans
 - 3. In-house redline and review (QC).
 - 4. Submittal preparation and coordination.
 - 5. Design and comment review web meeting with City Staff and prepare report.
- B. 95% Submittal
 - 1. Develop plans, specifications, and cost estimates to incorporate any comments.
 - 2. Provide bid form and front end documents.
 - 3. In-house redline and review (QC).
 - 4. Submittal preparation and coordination.
 - 5. Design and comment review web meeting with City Staff and prepare report.
 - 6. Project administration as required to coordinate work with the City and design team.
- C. Bid Submittal
 - 1. Review 95% submittal comments from the City and design team.
 - 2. Make revisions to plans, specifications, and cost estimates to incorporate any comments.
 - 3. In-house redline and review (QC).
 - 4. Submittal preparation and coordination.
 - 5. Presentation to the City Council.
 - 6. Project administration as required to coordinate work with the City and design team.
 - 7. Provide City with one set of wet stamped reproducible plans and specifications, and one final statement of probable construction costs. CAD files of plans will be provided to the City in a format that aligns with their software.
- D. Bid and Construction Administration for ADA improvements.
 - 1. Presentation to the City Council.
 - 2. Coordinate bidding procedures with City.
 - 3. Answer questions during bidding.
 - 4. Assist in preparing addenda.
 - 5. Respond to questions, request for information and provide clarifications.
 - 6. Review submittals and shop drawings.
 - 7. 2 site observation visits are included. Site observation reports will be provided.
 - 8. Review price requests and change orders.
 - 9. Provide a punch list of the constructed improvements.
 - 10. Conduct final punch list walk and report.
 - 11. Project administration and coordination of all team members.

Optional Services

- A. Prepare packets, presentations and present the design to a commission or City Council.

PRODUCTS

Verde Design will provide the following products as outlined in the above Scope of Services:

- A. Schematic Design
 - 1. Conceptual Design
 - i. Site survey in cad and PDF
 - ii. Geotech report
 - iii. Site analysis graphic
 - iv. Park program and recreation use list
 - v. Preliminary design options – three maximum
 - vi. Cost benefit analysis for synthetic turf
 - vii. Hardcopy – two copies
 - viii. Cost estimate
 - ix. Electronic copies
 - 2. Schematic Design
 - i. Draft Schematic Plan
 - ii. Final Schematic Plan
 - iii. Rendered plans in hardcopy – two copies
 - iv. Electronic copies
 - v. Cost estimates
 - vi. Cost benefit analysis
 - vii. Phasing/implementation strategy plan or narrative
 - 3. CEQA / NEPA documents for exempt status and checklist.
 - 4. Meeting reports
- B. 30% Package
 - 1. Two hardcopies and one electronic set of plans, costs and specifications
 - 2. Material recommendations for furnishings and maintenance / use recommendations.
- C. Construction Documentation – ADA Improvements
 - 1. 30% Package – Two hardcopies and one electronic set of plans, costs and specifications
 - 2. Material recommendations for furnishings and maintenance / use recommendations.
 - 3. 60% package – Two hardcopies and one electronic set of plans, costs and specifications
 - 4. 95% package – Two hardcopies and one electronic set of plans, costs and specifications
 - 5. Bid submittal plans and application – stamped plans / costs and specifications

PROJECT TIMELINE

Verde Design proposes the attached draft schedule.

SPECIAL PROVISIONS

- A. Services or Information Required from the City:
 - 1. Improvement plans or As-Built for utilities servicing the site.
 - 2. Any new development plans that may be related to the project site.
 - 3. Applicable City standards and guidelines.
 - 4. City specifications and electronic title block.
 - 5. Inspection and testing during construction.
 - 6. Bid set copies for project team.

B. Without attempting to be all-inclusive and for purposes of clarity, the following items are specifically not included in the Scope of Services:

1. Meetings other than those listed.
2. Offsite improvements – streets, traffic lights and utility runs.
3. Additional renderings or presentations beyond what is included in the scope of work.
4. Permit fees associated with the project
5. Design for areas not identified in the project understanding
6. Pump, sump or well design
7. Inspection and testing required during construction
8. SWPP QSP services.
9. SWPP QSD services for a level 3 SWPP.
10. Separate bid packages, increments, phasing or construction sequences implementation beyond what is proposed.
11. 3D graphics
12. Architecture and Electrical services
 - i. Service upgrade.
 - ii. Demand load metering
 - iii. Camera, sound system or wireless access point

A. This fee will be valid for a period of sixty (60) days, should the City choose to extend or add to the contract, the unbilled portion of this agreement will be subject to an increase in January 2018 to cover annual wage adjustments for office personnel.

B. Services will be diligently pursued and every reasonable effort will be made to meet the mutually agreed upon schedule. If the completion of the services is delayed at any time in the progress of the work undertaken in this Agreement by conditions beyond the control of the Consultant; including but not limited to: strikes, lockouts, labor disputes, or the inability of the City, its consultants, utility companies, or jurisdictional agencies to provide required information, processing or direction; the time of completion shall be extended during such period and Consultant shall be held harmless from any and all claims arising out of such delay.

PROFESSIONAL COMPENSATION

For the scope of services and products identified in this proposal, Verde Design respectfully requests the following lump sum fee for the base services, including all reasonable reimbursable expenses that are outlined, to be included in the project. The optional services will be a time and materials not to exceed fee.

▪ Schematic Design	\$116,009
▪ Design Development	\$70,800
▪ ADA Improvement Construction Documents, Bid and Construction Support	\$30,865
TOTAL	\$217,674
▪ Optional Services - Community or Commission/Council Presentations (each)	\$1,630

Additional services will be charged on a time and material basis. Charges for additional services will be billed separately.

CHANGE IN SERVICES

Client may order changes in scope or character of service, either decreasing or increasing the amount of Consultant's services. If such changes are ordered, Consultant is entitled to full compensation for all services performed and expenses incurred prior to receipt of notice of change.

TERMINATION OF AGREEMENT

If the project is terminated or indefinitely suspended in the manner herein provided, Verde Design shall turn over copies of all documents completed to that date. Verde Design shall be entitled to compensation up to and including said termination date. Original work shall remain the property of Verde Design.

Rick, if this proposal meets with the approval of the City of Seaside, please sign below. Thank you again for the opportunity to work with the City and Community of Seaside.

Respectfully Submitted,
Verde Design, Inc.

Approved:

Derek McKee, RLA
Principal

Date:

Enclosure: 2017 Charge Rate Schedule

Verde Design, Inc.

Charge Rate Schedule

Effective until December 31, 2017

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

Project Rates

Principal	\$200.00 per hour
Project Manager/Construction Manager	
Level Four	\$190.00 per hour
Level Three	\$175.00 per hour
Level Two	\$155.00 per hour
Level One	\$140.00 per hour
IT Manager	\$155.00 per hour
CAD Manager	\$145.00 per hour
Project Designer	\$130.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$125.00 per hour
Draftsperson Level II	\$110.00 per hour
Draftsperson Level I	\$105.00 per hour
Project Administrator	\$80.00 per hour
Intern	\$70.00 per hour

Reimbursable Rates

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

Reimbursable Expenses

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service

Agreement for Consultant Services
Cutino Park Improvements

EXHIBIT B

{Insert RFP}

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL DESIGN SERVICES
CUTINO PARK IMPROVEMENTS
NOCHE BUENA & SAN PABLO AVENUE
SEASIDE CALIFORNIA**

**PROPOSALS DUE APRIL 24, 2017
CITY OF SEASIDE**

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I INTRODUCTION

The City of Seaside is seeking to retain qualified professionals for design services for the Cutino Park Improvements Project. The Project is to prepare all documents necessary to construct the proposed improvements. The proposed improvements include renovating the athletic field with synthetic turf for multi sports use, security upgrades, renovations to the playground, spectator seating, restroom, storage facility and concession stand to accommodate American's with Disability Act (ADA) requirements at Cutino Park, herein referred to as "the Project." Funding for the design may be a combination of federal funding and the City's General Fund. The selected consultant must be familiar with preparing construction bid documents incorporating federal funding requirements. The selected consultant shall perform the tasks specified in the "Proposed Scope of Work" section of the Request for Proposal (RFP). The consultant is encouraged to modify the proposed scope to enhance or clarify the Project and incorporate a complete scope of work into their proposal.

II BACKGROUND

Cutino Park is approximately 6.62 acre multi-use park located at the corner of San Pablo Avenue and Noche Buena Street, adjacent to the Boys and Girls Club in the City of Seaside. Cutino Park is one of the most heavily used parks in the City. Existing facilities at the site include a lighted youth baseball field, spectator seating, concession and restroom building, basketball court, handball court, storage building, playground area, concrete fountain, picnic area and paved pathways. In March of 2016, an assessment of the Park was conducted by Disability Access Consultants (DAC) on behalf of the City to identify ADA access barriers at the park. As outlined in Attachment B, "ADA Access Report by Disability Access Consultants," the Project would address ADA access deficiencies outlined in DAC's report to the City. .

III PROPOSED SCOPE OF WORK

The Project shall include professional services for environmental review, designing and cost estimating for the proposed improvements, presentations at meetings for plan reviews, permit applications and approvals, and effective project management. The proposed scope of work includes:

1. Developing a general familiarity with Cutino Park. Perform additional field investigations and survey work, as may be required, to determine existing conditions.
2. Arrange and conduct a kick-off meeting with city staff. This meeting will allow for introduction of the project team, discussion of scope of work, receipt of project information, and discussion of project schedule.
3. Prepare conceptual plans for the proposed revitalization of Cutino Park with synthetic turf field for multi-use sports activities, skate park and basketball court; fencing; parking; batting cages; renovated men's and women's restrooms, concession stand, storage facility playground area and spectator seating, provide additional spectator view area, remote field light access, and remote restroom lock access, and incorporate Low Impact

Development (LID) design standards and drought-tolerant landscaping. Review and incorporate recommendations from the ADA Access Report dated March 25, 2016 by Disability Access Consultants (Attachment B).

4. The conceptual plans shall be presented at a Parks & Recreation Committee meeting for a design charrette. Incorporate recommendations from the design charrette as appropriate.
5. The consultant shall prepare and attend Parks and Recreation Committee, Board of Architectural Review, Planning Commission and City Council meetings as necessary. At a minimum the following will be required:
 - Parks & Recreation Design Charrette (1 meeting)
 - City Council (2 meetings)
 - Board of Architectural & Planning Commission Joint Meeting (2 meetings)
6. Prepare scaled engineered drawings, technical specifications and probable cost estimate (PS&E) for City review and approval. Submittals shall be made at the 30% (preliminary), 60% and 90% (draft final) stages on engineer sized drawings (24"x36"). Final submittal shall be made after City's approval of draft final (90%) PS&E.
7. Based upon the preliminary plans, the consultant shall prepare CEQA and NEPA documentation, and appropriate supporting environmental documents (e.g. Initial Study, Environmental Assessment, Notice of Exemption, Neg. Dec., and/or FONSI).
8. Plans and specifications shall specifically address deficiencies identified in Attachment B. Selected consultant may propose alternative recommendations to address the deficiencies.
9. Plans and specifications shall be certified by a CAsp as meeting the requirements of Chapter 11-B of the California Building Code and Federal Americans with Disabilities Act.
10. Develop contract documents for the bid package. Contract documents must meet federal requirements for use of federal funds, including Davis-Bacon prevailing wage, Disadvantage Business Enterprise requirements.
11. Consultant shall submit concise monthly status reports that include work accomplished within the past month and work expected to be accomplished in the next month and a project budget summary.
12. Conduct and attend project progress meetings/conference calls with City staff on an as needed basis during the design phase of the project. Meeting minutes will be prepared by the Consultant and forwarded to city personnel within one day of meeting.

Project Schedule

The Consultant shall develop a project schedule that allows for adequate time for all deliverables to be prepared by the Consultant, to be reviewed by city staff, and for notification of, presentation to, and if necessary, review by the public. The Consultant shall pursue diligently the development of the Project so as to ensure completion of the Project and submission of documents within the proposed time schedule. Moreover, the Consultant shall notify the City in

writing of any event which could delay substantially the achievement of the Project within the prescribed time limits and proposed methods for bringing the Project back on schedule.

Deliverable Requirements

All materials submitted to the City shall be reviewed for quality and conform to the following:

1. Documents shall be organized, worded, and illustrated so that they can be easily understood.
2. All submittals shall include cover sheets that accurately describes the purpose of the submittal, sender, date, type, quantity, and electronic file name of the enclosed documents. Submittals requesting city staff action shall note the due date.
3. Documents shall be organized so they can be easily revised as requested.
4. Final plans shall be printed on Mylar.
5. Graphics can be color, with a set of black and white materials provided so that they can be easily reproduced by black and white photocopier.
6. The Consultant shall provide at least 2 (2) hard copies of all draft and at least 3 (3) hard copies of all final reports and plans. All documents shall also be submitted electronically as MS Office 2010® formatted documents.
7. Unless otherwise approved by City staff, plans shall be no smaller than 20-scale drawings, ANSI 'D' size, in accordance with City drafting standards.
8. All plans and related graphics shall be provided electronically in a format that can be edited and is compatible with city software, such as basic AutoCAD LT 2015® software. Electronic AutoCAD files with advanced object types shall be copied and duplicate electronic files submitted with advanced object types simplified.
9. Final documents shall also be provided electronically as Adobe Acrobat® Portable Document Format (PDF) with object recognition and chapters for written documents and bookmarks, if applicable.

IV FORM AND CONTENT OF PROPOSAL AND COST PROPOSAL

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

Proposers must have a minimum of two (2) years of professional experience in public park design; shall have completed a minimum of two (2) projects for public agencies; completed the design for a minimum of one (1) similar facility; shall have demonstrated experience of similar scope projects; have experience working with public institutions, and be familiar with conditions within the project location. Consultant team must employ qualified individuals who are licensed and/or otherwise qualified in the following disciplines:

1. Certified Access Specialist (CASP)
2. Civil Engineer
3. Surveyor
4. Landscape Architect
5. Architect

Questions:

1. Name of Proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.
2. Brief description and history of the firm or proposed project team and experience of the principal contact. Clearly describe project team member's experience with designing and constructing a park facility for multiple uses and with Low Impact Development (LID) standards. Describe the average project size and scope of the team member's past projects. The descriptions provided in this section shall be referenced to Items #6 and #8 below.
3. Description of the project team proposed assignments, including the role of each member (including subcontractors), percentage of total work each member is expected to contribute, office location of each member and specific relevant experience. Please enclose resumes of each assigned team member as an exhibit to your proposal.
4. Describe the services and activities as they relate to the proposed scope of service that your firm proposes to provide to the City for this project. Provide a clear and concise detailed scope of work tied to the proposed schedule, below. Indicate deliverables submitted at each milestone.
5. Provide a schedule showing phases and major benchmarks in the scope of work. Allow two weeks for each submittal review in the proposed schedule. Additionally, a progress meeting should be held to correspond immediately after City review of each submittal.
6. Provide as exhibits, listings of your firm's and its principals' relevant experience.
7. Enclosed for your review is a copy of the City's Draft contract, which stipulates insurance requirements. Please confirm that the project team can accept the terms of the contract and has the required insurance, or can acquire insurance, that meets the minimum standards.

8. Please provide at least three professional references. Indicate which references are public agencies for which the project team, or its principals, have provided services for within the past five years.
9. Provide the cost proposal in a separate, sealed envelope. The cost proposal should correlate to the proposed approach to providing the services, the level of effort summary by classification and task, and the timeline submitted in the proposal. Provide your proposed hourly fees by job classification and billing criteria for providing the services described in this RFP. See below for instructions on how to submit cost proposal by email.

V QUESTIONS AND ADDENDA

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

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

VI SUBMITTAL OF PROPOSALS

Please submit one (1) electronic copy in PDF format of your Proposal and separate Cost Proposal (with password protection) via email to lllantero@ci.seaside.ca.us or mail a flash/thumb drive to the address below; and four (4) hard copies of your Proposal (only one copy of Cost Proposal required) at the City of Seaside's offices not later than 5:00 p.m. Pacific Time on Monday, April 24, 2017, addressed as follows:

Ms. Leslie Llantero

Proposal for Design of Cutino Park Improvements

City of Seaside

440 Harcourt Avenue

Seaside, CA 93955

(831) 899-6825

Proposals and Cost Proposals received by the City of Seaside after this deadline will not be accepted. Proposals will not be accepted if submitted by FAX. Emailed submissions cannot

contain zipped files or file attachments larger than 5 Mbytes. It is incumbent upon the proposer to ensure that email transmissions are received at the email address listed above.

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

VII EVALUATION PROCESS

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

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

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

VIII SELECTION PROCESS

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

IX RFP SCHEDULE

The anticipated schedule for this RFP process is as follows:

City of Seaside Release RFP	March 27, 2017
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Written (email) Questions Due to City of Seaside	April 10, 2017
Responses to Questions Posted by City of Seaside	April 17, 2017
Proposals Due to City of Seaside	April 24, 2017
Identification of Top-Ranked Firm by City	May 5, 2017
Negotiations with Top-Ranked Firm	May 8-12, 2017
Approval of Selection and Contract by City Council	June 1, 2017
Execute Contract/Notice to Proceed	June 2, 2017

The anticipated schedule for design process is as follows:

Design Phase	Milestone Date
Parks & Rec Committee (Design Charrette)	July 26, 2017
30% Design (PS&E) & CEQA & NEPA Environmental Assessment	September 15, 2017
Combo PC & BAR Review / Presentation	September 27, 2017
City Council Presentation & Funding Request	October 5, 2017
60% Design (PS&E)	November 29, 2017
90% Design (PS&E)	January 19, 2018
Finalize Design (PS&E)	March 2, 2018
City Council Presentation & Funding Request	March 15, 2018
Award Construction Contract (CC)	June 7, 2018
Construction	October 29, 2018

X ACCEPTANCE OR REJECTION OF PROPOSAL

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

XI GENERAL DESCRIPTION OF PROPOSED AGREEMENT

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

XII INSURANCE REQUIREMENTS

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

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

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

XIII EXAMINATION OF PROPOSED MATERIAL

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

XIV PUBLIC NATURE OF PROPOSAL MATERIAL

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

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

XV DISQUALIFICATION

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

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

XVI NON-CONFORMING PROPOSAL

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

XVII PROHIBITION OF GIFTS

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

XVIII NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

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

XIX ADDITIONAL TERMS AND CONDITIONS

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

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

- H. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the selected respondent refuses or fails to execute the Agreement, the City of Seaside may award the contract to the next qualified highest ranked Respondent.

XX. ATTACHMENTS

- ~~A: Draft Professional Services Agreement~~
- ~~B: ADA Access Report by Disability Access Consultants~~
- C: Conceptual Plan

CUTINO PARK IMPROVEMENT
CONCEPTUAL PLAN

	Item	Item Description
A	Turf (playing surface)	Removal of existing turf, earthwork, and installation of synthetic turf field striped for multiple-use sports
B	Fencing	Installation of chain link around the field.
C	Viewing Area	Backfill behind retaining wall for additional viewing area.
D	Retaining Wall	Construct CMU retaining wall to match existing, stair stepping to meet existing grade at field.
E	ADA Upgrades	Provide ADA upgrades to the entire park entrances and existing restrooms, snack shack, and storage facility. See Accessibility Survey dated 3/26/2016 completed by Disability Access Consultants.
F	Storage Facility	Repair and convert the old restroom facility to a storage facility for recreational activities. Repair includes new roof, doors, lighting and accessibility.
G	Playground	Remove and replace the existing playground structure and install new structure to include new engineered wood fiber and an accessible entrance.
H	Batting Cage	Installation two batting cages (36'x62' and 26 x86') constructed out of vinyl coated chain link fence. Cages to include netting and power.
I	Landscaping	Installation of drought resistant plants along San Pablo and areas of the Park as needed.
J	Security Enhancements	Convert light system to automated system via phone, website, or mobile app. Add automated locks to the restroom facility.
K	Skate Park	Remove asphalt tennis court and replace with concrete pad and install skate park components and obstacles
L	Parking	Provide parking adjacent to the storage area.





PROFESSIONAL DESIGN SERVICES FOR CUTINO PARK IMPROVEMENTS

ADDENDUM No. 1

April 18, 2017

Addendum No. 1 is being issued to provide responses to inquiries and clarifications related to the Request for Proposal issued by the City for the referenced project.

CLARIFICATIONS

1. Section III. Proposed Scope of Work.
 - a. **Delete** item 9 in its entirety, requirement of a CASp review. This will be a part of the City's internal review.
 - b. **Add** to item 10: City will provide front end boiler plate as part of the specifications package to be completed by Consultant.
2. Section IV. Form and Content of Proposal and Cost Proposal.
 - a. **Delete** reference to Certified Access Specialist (CASp) in the first paragraph.
 - b. **Delete** question 9 in its entirety, submission of cost proposal. Cost proposals will be requested from the short-listed Proposers after the proposals have been evaluated.
3. Section VI. Submittal of Proposals. **Delete** all reference to a cost proposal. Do not submit a cost proposal at this time.
4. Section IX. RFP Schedule. **Add** Pre Proposal Meeting on Wednesday, April 26, 2017 at 2:00 pm at Cutino Park. Schedule Is revised as follows:

Pre Proposal Meeting	April 26, 2017
Proposals Due to City of Seaside	May 15, 2017
Identification of Top-Ranked Firm by City	May 24, 2017
Negotiations with Top-Ranked Firm	May 24-26, 2017
Approval of Selection and Contract by City Council	June 15, 2017
Execute Contract/Notice to Proceed	June 22, 2017

5. Attachment A. Draft Professional Services Agreement, item 9 Indemnification, paragraph (a) and (b) are amended to read as follows: (additions underlined deletions shown with strikeout):

**ADDENDUM No. 1 REQUEST FOR PROPOSALS
PROFESSIONAL DESIGN SERVICES
FOR CUTINO PARK IMPROVEMENTS
APRIL 18, 2017**

- a. Indemnification for Professional Liability. To the fullest extent permitted by law, Consultant shall agree to indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement, however, only to the extent, and on a percentage basis of fault as ultimately determined by a court of competent jurisdiction. ~~With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.~~
- b. Indemnification for Other Than Professional Liability. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub consultants of Consultant, however, only to the extent, and on a percentage basis of fault as ultimately determined by a court of competent jurisdiction.

ANSWERS TO QUESTIONS

1. Does the City already have an existing soil report or geotechnical engineer in place for this project, or does the City expect the consultant to include a geotechnical engineer in their team?
No the City does not have an existing soils report. The City is not anticipating a need for a geotechnical engineer. Proposer should outline in their proposal specific items that would require a geotechnical engineer.
2. The Electrical Engineer on our team had the following three questions on the Conceptual Plan, Attachment C:
 - a. Regarding "J - Security Enhancements, Convert Lighting to automated via phone..." Is this referring to baseball field lights or is this referring building exterior lights?

Field lights shall be automated for remote control.

**ADDENDUM No. 1 REQUEST FOR PROPOSALS
PROFESSIONAL DESIGN SERVICES
FOR CUTINO PARK IMPROVEMENTS
APRIL 18, 2017**

- b. Regarding “J - Security Enhancements, Provide automated locks at restroom facility”. Is this referring to control via a timeclock and the City would specify door hardware?

Locks on restroom doors shall be automated for remote control.

- c. Regarding “L - Parking”, Provide parking. Does this include parking lighting as well?

Yes, the parking area would require parking lighting.

3. The scope identifies environmental review documentation but does not note the requirement for an environmental consultant as part of the team?

Consultants should include team members in their proposal that meet the needs identified in the Proposed Scope of Work.

4. Is a Skate Park consultant required as part of the team?

Consultants should include team members in their proposal that meet the needs identified in the Proposed Scope of Work.

5. Is the CASp required to review and sign off on every submittal (30%, 60%, 90%, 100%) or only the 100% submittal?

CASp requirement has been removed from the scope of work (see Clarification #1a and 2a above).

6. Are community meetings required? The scope does not include them.

Yes, refer to Section III, “Scope of Work” Item #5 of the RFP that states anticipated meetings.

7. Will the front end / boiler plate documents of the project manual be prepared by the City, including any required as a result of federal funding? Consultant teams usually handle only the technical specifications.

See Clarification #2b above.

8. Please reconfirm that resume pages and relevant experience exhibits do not count towards the page limit.

Exhibits to the proposal will not count towards the page limitation; however responses to questions under Section IV must be answered within the specified page limit.

9. Please identify the existing restrooms, snack shack, and storage facility (item E) on the conceptual plan. What are the square foot areas for these structures?

Square footages are not available. A pre-proposal meeting has been scheduled for April 26.

10. Is there already an existing storage facility (conceptual plan item E) that needs to be upgraded, in addition to the conversion of the old restrooms (conceptual plan item F) to a second storage facility?

No, Conceptual Plan Item F is the only storage facility (old restrooms).

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11. What is the square footage of the old restrooms (conceptual plan item F) to be repaired and converted into new storage? Are there existing plumbing and mechanical fixtures and associated piping that would need to be demolished and the interiors re-done, or are these to remain? Please clarify.

See response above. Fixtures have been removed from building.

12. Are snack shack (conceptual plan item E) and concession stand (written scope) referring to the same structure?

Yes, they are referring to the same structure.

13. For the existing buildings, does 'renovated' (written scope) mean more than 'ADA upgrades' (conceptual plan item E)? Does it mean addressing accessibility issues only, or new interiors and fittings / fixtures?

The proposed scope of work is for ADA upgrades only for the restrooms and concession stand, and ADA upgrades and new roof for the storage facility.

14. Can we be provided photographs of the interiors of the snack shack, storage facility, and old restrooms?

No, the City does not have photos of the interior. A pre-proposal meeting has been scheduled for April 26.

15. Do you have a budget identified for design?

No, the City does not have a budget for design.

16. Do you have a list of architects pre-qualified by the City?

No, the City does not have a list of pre-qualified architects.

17. Will public outreach beyond the Parks and Recreation Committee Meeting noted in the RFP be necessary?

No, the City does not anticipate additional public outreach meetings other than those listed in the RFP.

18. How will specifications be handled in the event the project is federally funded? Will the City still utilize City boilerplate?

Yes, see Clarification #1b above.

19. What components of the "Conceptual Plan," as included in the RFP, might trigger need for a building permit?

The Conceptual Plan would not Any structural improvements to the buildings would require a building permit.

20. Does the City have a QSD consultant for preparation of SWPPP?

No, the City does not have a QSD consultant.

21. Are there as-builts available?

No, the City does not have as-builts available.

**ADDENDUM No. 1 REQUEST FOR PROPOSALS
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APRIL 18, 2017**

22. Will an evaluation of lighting levels be necessary?

Yes, it is anticipated that lighting levels be evaluated.

23. Will additional lighting be necessary for the proposed soccer field?

See response above.

24. Are there any current issues with homerun or foul balls into adjacent properties or the street?

Yes, due to the configuration of the baseball field.

25. Licensed landscape architects, architects and engineers are qualified to provide and sign accessible plans under the ADA and Title 24. In addition, the park plans will not be reviewed by DSA or OSHPD. As a result, is it necessary to have a CASp to facilitate meeting the requirements of the ADA and Title 24?

The CASp has been removed from the scope of work (see Clarification #1a and 2a above).

26. What type of skate park facility does the City anticipate needing for this park (ie: concrete bowls and ramps or modular)?

The City envisions concrete skate park.

27. Will plans including structural details be made available of the three buildings (old restroom, new restroom, snack shack)?

No (see response above).

28. If it is found to be cost prohibitive or code restrictive to renovate the old restrooms into a storage structure, is the City open to demolishing it and building a new storage structure or installing a prefabricated storage structure?

Yes, the City would consider that option. However, one side of the storage facility is currently decorated with a mural and is being used for handball.

29. Are the existing sports lights intended to remain intact, or will they be upgraded to new fixtures?

The lights are intended to remain intact.

30. Should we include sports lighting for the new skate park area?

No, skate park hours would be from dawn till dusk.

31. Can you provide any more specifics on the nature of the Federal funding? Is it a grant, with special requirements?

Federal grant funds through Community Development Block Grant (CDBG) program administered by Housing and Urban Development (HUD) under the Federal Housing Administration. The grant requirements are typical of federal grants with the caveat that funds be spent on ADA upgrades.

32. Please confirm that there will be no community meetings/workshops.

See response above.

**ADDENDUM No. 1 REQUEST FOR PROPOSALS
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33. Will the infield and warning track areas also be replaced with synthetic grass?

Yes, the infield and warning track should also be replaced with synthetic turf.

34. We should include a site survey correct?

Yes. A pre proposal meeting has been added to the schedule for Wednesday, April 26, 2017, see revised schedule above.

35. Do you have any Geotech reports available for the site? If not should we provide?

See response above.

36. Are we upgrading any of the sports field lighting?

See response above.

37. Based on my site walk last week, it looks like some of the ground or park lights are not operable and there is probably a need for more. Should we plan on addressing?

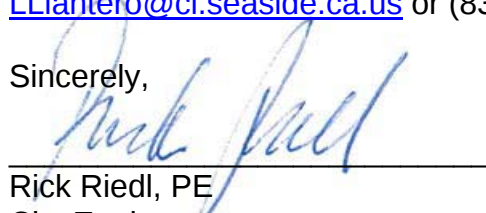
See response above.

38. Can the storage building be a pre-fab unit?

See response above.

If there are any questions regarding this addendum, please contact Leslie Llantero, at LLlantero@ci.seaside.ca.us or (831) 899 – 6832.

Sincerely,



Rick Riedl, PE
City Engineer

EXHIBIT C
CITY OF SEASIDE
AGREEMENT FOR CONSULTANT SERVICES
INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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

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

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000

Exhibit C – Insurance Requirements
Agreement for Consultant Services

per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

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

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

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

Exhibit C – Insurance Requirements
Agreement for Consultant Services

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant’s existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any

Exhibit C – Insurance Requirements
Agreement for Consultant Services

reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nancy Towne, Recreation Services Director

DATE: July 20, 2017

**SUBJECT: CONSIDER ACCEPTANCE OF THE NATIONAL RECREATION AND
PARK ASSOCIATION (NRPA) AND AMERICAN WATER
CHARITABLE FOUNDATION'S BUILDING BETTER
COMMUNITIES GRANT FOR DEVELOPMENT OF ROBERT'S
LAKE ECO RECREATION STATION**

PURPOSE

The purpose of this item is for the City Council to consider accepting a grant from the National Parks and Recreation Association (NRPA) and the American Water Charitable Foundation's (AWCF) Building Better Communities Project for approximately One Hundred Fifty Thousand Dollars (\$150,000).

RECOMMENDATION

It is recommended that the City Council accept the National Recreation and Park Association (NRPA) and American Water Charitable Foundation's Building Better Communities Grant for approximately One Hundred Fifty Thousand Dollars (\$150,000) contingent upon approval by the City Manager after the Memorandum of Understanding is received and reviewed.

BACKGROUND

In 2014 the National Recreation and Park Association partnered with the American Water Charitable Foundation on a five year initiative to create and enhance nature-based playgrounds and natural play spaces for children, while also providing education messaging and demonstration areas about water stewardship and conservation within public parks. Through a grant to support the 2017 Building Better Communities program, projects are being funded in three communities across the U.S. including \$150,000 for the City of Seaside.

The purpose of the Robert's Lake Eco-Recreation Station is to establish greater use and awareness of Robert's Lake for water-based ecology education for children, as well as offering

nature-based recreation opportunities for people of all ages and abilities.

The creation of the "Robert's Lake Eco-Recreation Station" will encourage greater use and appreciation for Robert's Lake in the City of Seaside. Because Robert's Lake is generally not viewed by the community as a park or place of interest and has for all intents and purposes no amenities, it is perceived as a bike path on the way to someplace else. It is hoped that these improvements will discourage some of the less desirable activity that occurs in the area by making it more visible and visited. Once completed the newly improved space will promote water stewardship education and help to foster a greater sense and pride for the City. All improvements will be designed to increase opportunities for active play, nature-based learning and environmental awareness and stewardship.

The Recreation Division will be responsible for program development and work with various local organizations to provide educational opportunities, field trips and classes for youth. The Parks Division of the City of Seaside will be responsible for the maintenance and general upkeep of the new area; however, the area will be designed to be as low maintenance as possible and will include the creation of on-going volunteer opportunities that will include volunteers from American Water and the general public as well.

FISCAL IMPACT

There are no additional impacts to the City's General Fund if this is approved.

ATTACHMENTS

1. Project Narrative
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

PROJECT NARRATIVE

The purpose of this project is to improve and enhance the image of Robert's Lake; a fresh water lake that was once a tidal estuary until development and fill for the coast highway cut off ocean influence. It was named after Dr. John Roberts, one of the founders of Seaside. The Laguna Grande/Roberts Lake environment consists of riparian woodlands and marshland vegetation that is visited by waterfowl year-round. While the Lake is located across from Laguna Grande Lake Park and within site of the Monterey Bay, it is seldom viewed by the community as a "park" or outdoor destination. Its most popular use is by bicyclists and joggers passing though on the trail which used to be the Southern Pacific Railway. It has few amenities for the public to use.

The creation of the "Robert's Lake Eco Recreation Station" will encourage greater use and appreciation for Robert's Lake in the City of Seaside. It will be designed with the purpose of creating community. Once completed the newly improved space will promote water stewardship education and help to foster a greater sense and pride for the City. All improvements will be designed to increase opportunities for active play, nature-based learning and environmental awareness and stewardship activities. These activities will be organized by the Recreation Services Department and will target local youth; primarily elementary and middle school aged.

IN DETAIL DESCRIBE THE PROPOSED PHYSICAL PARK IMPROVEMENT COMPONENT OF THE PROJECT

The physical park improvements will depend on the amount of space that is useable surrounding Robert's Lake due to the limited size of the land surrounding the lake. The three main areas will be designated for the following improvements:

1. Construction of an active play area that will feature nature inspired play equipment with a pergola or structure that is constructed with natural materials. This area will include an attractive, safe, natural and durable play structure that will highlight nature while ensuring a safe and unstructured play experience at Robert's Lake.
2. Nature based and environmental awareness and stewardship sites. These will offer information kiosks that will be located around the lake that will feature interpretive signage to inform the public about the history of Robert's Lake and highlight the importance of the natural resources and the environment; focusing on and promoting water stewardship education to foster a greater sense of the community. A natural structure will be created to allow for small group outdoor education purposes.
3. Improvement of the actual trail surrounding Robert's Lake. In order to be ADA compliant some repairs will need to be made to the existing trail leading into designated play and educational areas. Repairs can best be made by using decomposed granite which is the least expensive way to pave walkways that also provides a natural and rustic look to the environment. DG is also ADA compliant and would only be used on the trail areas leading to the natural play sites built for this project.

Improvements of the sole existing dock located on the lake and small bridge for that allow for viewing the watershed. These improvements would be for safety and esthetic reasons only and not require extensive permitting by the Department of Fish and Game.

IN DETAIL DESCRIBE HOW THE PROJECT WILL INCORPORATE OPPORTUNITIES FOR WATERSHED EDUCATION AND/OR STEWARDSHIP FOR CHILDREN AND THEIR FAMILIES. INCLUDE THE LEARNING OBJECTIVES OF THE PROGRAMMING.

Water Awareness Month is celebrated every May across the country. This project will provide an opportunity for public outreach and education programs designed to promote water awareness with a special event or activity highlighting the importance of the Seaside Watershed area. Activities may include an Adopt-a-Lake event, regularly scheduled Lake Clean-up days, and community events designed to help local residents to learn about the watershed area and the importance of water in our lives. Plan will also include stocking of the lake for youth fishing derby's which would give the youth in Seaside an opportunity to go fishing on the lake.

- A. Fishing Derby Program
- B. Water Awareness and H2O Go! -Hands On Water Activities – Including Project WET Curriculum and Activity Guide-Sponsored by Ca Department of Water Resources
- C. Kids Day Adventure Program – Integrating Children's Outdoor Bill of Rights
- D. Interpreting the Storm Water Management in Seaside

15. HOW WILL THIS PROJECT PROVIDE NEW OPPORTUNITIES FOR NATURE PLAY AND/OR WATERSHED RECREATION?

Through these park improvements park visitors will experience a combination of nature, play and environmental stewardship on a small lake setting.

The improvements to this park will primarily benefit the local Seaside community by enhancing the area and provide increased opportunities for recreation and nature programs at the site. The Recreation Services Department of the City of Seaside will incorporate visitation to the lake as part of their existing intersession day camp program. Field trips to the renovated lake will include educational experiences and offer activities that will help participants investigate, research, and participate in interactive learning.

In addition, the area will engage children and their families by providing a "reason" to come visit it. It will also benefit the many visitors to the area since the bike trail that goes through that site into the Monterey Bay provides one of the most beautiful nature settings in California. Seaside has so few tourist amenities that it is not considered a "destination" city.

DESCRIBE THE COMMUNITY SERVED BY THIS PARK.

The City of Seaside has a population of approximately 34,000 people. It is located on the Monterey Peninsula and is considered a working class community. The City of Seaside has a significantly higher percentage of residents under the age of 18. In 2015 the Per Capita income was \$22,438 and the median household income was \$54,209. The ethnic composition of Seaside is 42.4% Hispanic, 31.8% White, 9% Asian and 6.7% Black.

DESCRIBE THE COMMUNITY'S NEED FOR THIS PROJECT.

Over the past seven years the City has experienced a significant reduction in revenue. These reductions have severely impacted the general operations of the City. One of the most significant losses has been the statewide elimination of Redevelopment Agencies. The loss of this funding stream has had a significant impact on city programs; particularly parks and recreation services. During this period of time very little park improvements have been made due to limited resources. The only significant improvement made to Laguna Grande Park has been the installation of a new outdoor play structure that was completed in April, 2017 with special grant funds. Should funding be received for enhancements to Robert's Lake it will have a positive effect on Laguna Grande Park as well. Both areas will have amenities that are complementary to each other and encourage more outdoor exploration of this urban community.

WHO WILL MAINTAIN THE PARK TO ENSURE IT IS WELL KEPT AND/OR PROVIDE NECESSARY UPKEEP AND MAINTENANCE?

The Parks Division of the City of Seaside is responsible for the maintenance and upkeep of all parks in the City. They will be charged with the responsibility for the area's maintenance. We also anticipate having more volunteer assistance from the community to help with general clean-up days and activities related to the park's care and upkeep.

WHAT OTHER ORGANIZATIONS WILL YOU PARTNER WITH ON THIS PROJECT?

Every effort will be made to partner with local Seaside organizations that primarily serve youth and families such as the Boys and Girls Club which is located in Seaside, the Seaside P.A.L. (Police Athletic League), C.P.Y. (Community Partnership for Youth), SYRC (Seaside Youth Resource Center) and all local Seaside K-12 schools. All will be invited to bring their participants to the various programs/events held at Robert's Lake and will be utilized to provide volunteers for events and special projects such as cleanup days and native plant and dune restoration surrounding Robert's Lake. Input will also be gathered from the Seaside Parks and Recreation Commission and the Neighborhood Improvement Commission for some of the design elements for the project.

There are also some local non-profit organizations that are very interested in promoting environmental and sustainable projects within the City of Seaside such as Sustainable Seaside, the local Audubon Society and Friends of Seaside Parks.

If you follow the bike bath that starts in Seaside at Robert's Lake the Monterey Bay Aquarium ends on the same trail and is only about five miles away. They have a multitude of educational resources available that we hope to tap into.

HOW WILL PARK VISITORS LEARN ABOUT AMERICAN WATER'S CONTRIBUTION?

The City will recognize American Water's Contribution by noting it on all signage, press releases and flyers. All grants approved by the City of Seaside are formally approved by the City Council at a public City Council meeting which is televised live to the public and will insure mention of American Water's Contribution. Acknowledgement will also be given on the City's Webpage as well as at all organized activities related to the project such as a Ribbon Cutting Ceremony, special events etc...

PLEASE DESCRIBE THE VOLUNTEER OPPORTUNITIES THAT WILL BE OFFERED FOR AMERICAN WATER EMPLOYEES TO PARTICIPATE IN THIS PROJECT?

While the City of Seaside would be responsible for the day to day maintenance of the park we would still see a need to have "Volunteer Clean-up Day" and native plant restoration as needed. We could also utilize volunteers for Special Event Days held at Robert's Lake to welcome the public, hand out information about the Lake etc....

DESCRIBE YOUR PLANS FOR COMMUNITY ENGAGEMENT AND/OR PRESS EVENTS TO PROMOTE THIS PROJECT.

Press events could include a kickoff or groundbreaking ceremony and upon completion of the work a special Ribbon Cutting event with the public invited to view and interact with the improvements to the Lake. We anticipate having a series of environmental and educational activities at the lake in which the public would be invited to attend as well as a special program for the City of Seaside's Youth Day Camp program that would incorporate activities at the lake with the city's day camp program during summer and school intersessions.

WHAT MAKES THIS PROJECT UNIQUE? WHAT IS THE "WOW" FACTOR THAT THE VISITORS WILL EXPERIENCE?

Robert's Lake which is located next to Laguna Grande Park and Lake is generally not viewed by the community as a park or place of interest. It is a small body of water located in an urban community that has for all intents and purposes no amenities; it is perceived as a bike path on the way to someplace else. Not only would this project help improve its image by providing a natural play place for children and their families, but it would also help create an environmental identity. An identity to help the community recognize the importance of water and nature conservation, environmental education and water based recreation activities. Because there is "nothing" there, the public fails to recognize its beauty and value. Hopefully, this funding will give the community an excuse to stop and observe what the lake has to offer.

City of Seaside - Response to Additional Questions

The budget is now adjusted to reflect additional signage, additional play equipment and benches, bilingual promotional materials, and the design fee was increased slightly to reflect additional amenities planning. Please refer to the adjusted budget below.

Building Better Communities Project Budget Template

Complete this project budget template by filling in the highlighted boxes with requested information.

Project title:

Applicant agency/organization:

Roberts Lake Eco-Recreation Station	City of Seaside, California
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Itemized Project Budget

Provide a detailed list of project expenses. Add additional rows if necessary.

Expense	Description	Total
Remove A/C walkways	Remove 2,500 sq ft of non-compliant ADA walkways, Grading, Demolition and Hauling	\$15,000
Install ADA compliant walkways	Install DG for ADA walkway surface and classroom surface- (ADA compliant) - Dock repairs as needed.	\$11,000
Parking	ADA parking access updates	\$5,000
Install safety barrier	Install split rail fencing to create a safe barrier for kids from the roadway	\$4,000
Outdoor class room structure and seating	Creates a classroom area for learning and for recycled water runoff to water drought tolerant landscape, use nature based rock seating	\$23,000
Nature based playground equipment and park amenities	add nature based playground that fits the environment -benches, trash cans, bike rack, information signs, grant acknowledgement signs-wood chip surface	\$47,000
Classroom materials, advertising/promotion	Bi-lingual promotional materials, and advertising costs for the new park and events.	\$5,000
Design & construction management	For design of the project and any unforeseen changes from BAR	\$40,000
Total Project Budget		\$150,000
Amount of request		\$150,000

