



A G E N D A

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, January 18, 2018
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	Mayor Pro Tem
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**

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 DECEMBER 21, 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 December 9, 2017 through January 5, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the periods of December 21, 2017 and January 4, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$3,689,990.59.

RECOMMENDATION: That the minutes be reviewed and approved.

C. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL OCEAN DEFENDER'S CLUB FOR COSTS ASSOCIATED WITH THEIR RECYCLING OUTREACH PROGRAM

PURPOSE: The purpose of this agenda item is a request from the Seaside High School Ocean Defender's Club for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund for the costs associated with their recycling outreach program throughout the school year.

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

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

PURPOSE: The purpose of this agenda item is for the City Council to consider a Three Thousand Dollars (\$3,000.00) request from the Seaside High School Cheerleading Team for a donation from the Mayor's Youth Fund to help cover the cost for team uniforms and transportation to and from games and events.

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

E. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE RAIDERS YOUTH FOOTBALL

PURPOSE: The purpose of this agenda item is for the City Council to consider a Three Thousand Dollars (\$3,000.00) request from Seaside Raiders Youth Football for a donation from the Mayor's Youth Fund to help cover the cost for team uniforms and equipment and to help offset the rising cost of field usage fees.

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

F. APPROVAL OF A RESOLUTION MODIFYING THE CLASSIFICATION PLAN TO ADD THE POSITION OF SENIOR FACILITY ATTENDANT AND MODIFYING THE POSITION CONTROL TO ADD ONE DEPUTY POLICE CHIEF, DELETE ONE POLICE COMMANDER, ADD ONE SENIOR FACILITY ATTENDANT, AND DELETE ONE CUSTODIAN

PURPOSE: The purpose of this item is approve a Resolution to add the position of Senior Facility Attendant to the Classification Plan and to modify the Position Control List to add one Deputy Police Chief, delete one Police Commander, add one Senior Facility Attendant, and delete one Custodian.

RECOMMENDATION: It is recommended the Council adopt the Resolution approving the position changes.

G. APPROVE A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH NICHOLS CONSULTING ENGINEERS FOR AN AMOUNT NOT TO EXCEED FIFTY NINE THOUSAND SIX HUNDRED DOLLARS (\$59,600) TO PERFORM A PAVEMENT CONDITION EVALUATION AND PAVEMENT MANAGEMENT PROGRAM UPDATE

PURPOSE: The purpose of this item is to have the City Council consider a professional services agreement with Nichols Consulting Engineers Chtd. (NCE) for an amount not to exceed Fifty Nine Thousand Six Hundred Dollars (\$59,600) to perform a pavement condition evaluation and pavement management program update.

RECOMMENDATION: It is recommended that the City Council adopt the resolution authorizing the City Manager to execute a professional services agreement with Nichols Consulting Engineers Chtd. (NCE) for an amount not to exceed Fifty Nine Thousand Six Hundred Dollars (\$59,600) to perform a pavement condition evaluation and pavement management program update.

9. BUSINESS ITEMS

A. RECEIVE PRESENTATION OF THE JUNE 30, 2017 COMPREHENSIVE ANNUAL FINANCIAL REPORT, THE SINGLE AUDIT REPORT, THE GOVERNANCE LETTER AND THE GANN LIMIT REPORT AND ACCEPT AND FILE THE REPORTS

PURPOSE: The purpose if this item is to give the City Council the opportunity to receive, review, discuss and consider acceptance of the June 30, 2017 Comprehensive Annual Financial Report, the related Single Audit Report, the Governance Letter and the Gann Limit Report for the City of Seaside.

RECOMMENDATION: It is recommended that the City Council receive, review, discuss and accept and file the June 30, 2017 Comprehensive Annual Financial Report of the City of Seaside, the related Single Audit Report, the Governance Letter and the Gann Limit Report.

B. RECEIVE THE 2017-2018 MID-YEAR BUDGET REPORT, ACCEPT AND FILE THE REPORT, PROVIDE DIRECTION TO STAFF AND CONSIDER ADOPTION OF A RESOLUTION APPROVING THE PROPOSED 2017-2018 MID-YEAR BUDGET ADJUSTMENTS

PURPOSE: The purpose of this item is to provide the City Council the opportunity to receive the report on the 2017-2018 Mid-Year Budget, accept and file the Report, provide direction to staff as desired and consider adoption of a resolution approving the proposed 2017-2018 Mid-Year Budget adjustments.

RECOMMENDATION: It is recommended that the City Council accept and file the 2017-2018 Mid-Year Budget Report, provide direction to staff as desired and adopt the attached resolution approving the proposed 2017-2018 budget adjustments, with a net increase of \$407,908 of revenue over expenditures.

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

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

11. ADJOURNMENT

Next Regularly Scheduled Meeting:
February 1, 2018
7:00 PM

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

City Council Meetings that are held in the City Council Chambers are broadcast live to all Seaside residents on Comcast Channel 25 and U-verse Channel 99. Meetings are also available through live streaming at:

<http://cyp.telvue.com/player?id=T01629&video=52314&noplaylists=1&width=400&height=300>

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

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



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

MEETING
COUNCIL CHAMBER
Thursday, December 21, 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, Pacheco, Rubio

ABSENT: Jones

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

4. **REVIEW OF AGENDA**

No changes were requested.

5. **PUBLIC COMMENT**

Mayor Rubio invited comments from the public.

- Uli Siebeneck urged the City Council to do something about the intersection at Monterey Rd and Coe Road. He facilitated a petition with 208 signatures of people who wish the City to do something about the traffic impacts. He expressed concern that the new development at the Bayonet Black Horse and the Memory Care facility will be built and the additional trips that will be created will exacerbate the problem, as Monterey & Coe Avenue is the shortest route to the City center.
- Helen Rucker spoke to the Martin Luther King Jr Day March on January 15th at the corner of Noche Buena and Broadway at 11 Am and the program beginning at 1 PM at the Oldemyer Center. For the people that want to table there, please get your information to the coordinators right away.
- Peter Keiser is concerned with the speed that the City is developing relationships with marijuana sellers. He expressed concern about the permitting process and spoke to his professional efforts to prevent drug and alcohol abuse at Fort Ord and that he believes that marijuana is a gateway drug. Mr. Keiser also spoke about the impacts of marijuana and the opiate usage rate.

6. **PUBLIC AGENCY COMMUNICATIONS**

Acting Police Chief Judy Veloz introduced a new City program for police patrol bicycles and that Officers will receive specialized bikes and training. This patrol will also augment the City's Homeless Outreach Plan (HOT) and will be helpful patrolling on foot.

7. **PRESENTATIONS**

A. PRESENTATION OF THE 2017 HOLIDAY DECORATION CONTEST

Seaside Neighborhood Improvement Program Commission Chair Ray Bennett presented the Holiday Decoration Contest winners for the awarded four categories. He thanked everyone for their participation and spoke to the benefits of neighborhood improvements.

Mayor Rubio expressed excitement that this was the first year that there were entries from the Ord Military community. He thanked the City residents for those who have taken pride in their properties and for showing off their creative abilities. He thanked the Commission for facilitating the program.

8. CONSENT CALENDAR

Mayor Rubio invited comments on the consent calendar. Mayor Pro Tem Alexander recused himself from Item 8C as he is the Advisor for the Committee. Council Member Campbell pulled D, G, and I for discussion. Mayor Rubio asked for comments on the Consent Calendar and had no requests to speak.

On motion by Council Member Jason Campbell and seconded by Council Member Dave Pacheco and passed by the following vote the City Council approved the Consent Calendar with the exception of items D, G and I.

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

A. APPROVE MINUTES OF NOVEMBER 16, 2017 AND DECEMBER 6, 2017

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Action: Approved and Filed

C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM NATIONAL COALITION BUILDING INSTITUTE FOR HIGH SCHOOL STUDENT LEADERSHIP TRAINING

Action: Approved

D. APPROVE A RESOLUTION APPROVING THE PURCHASE OF BODY WORN CAMERAS, THE REPLACEMENT OF CONDUCTIVE ELECTRICAL WEAPONS AND IMPLEMENT EVIDENCE.COM CLOUD DATA STORAGE FOR THE SEASIDE POLICE DEPARTMENT, USING A SOLE SOURCE VENDOR AGREEMENT WITH AXON (AKA TASER), FOR A TOTAL FIVE YEAR COST OF \$315,000 AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT.

Action: Approved and Passed Resolution 17-

Council Member Campbell pulled the item and questioned the ability and need to back up records to which Acting Chief Veloz explained that the clause regarding guarantee of backups was in the event that the City chooses to integrate historical information into their system, that they will not guarantee the data and we must maintain our own native file backups. Only data generated through their service

is guaranteed for back up. Mr. Campbell then expressed concern regarding data mining, warranty and terms of use and City Attorney Freeman explained and stated the provisions included in the agreement preclude any data mining.

Council Member Alexander questioned Chief Veloz about Department Policy if Seaside PD covers an incident for a jurisdiction that does not have body cameras to which she responded that the Seaside policy will apply regardless of jurisdiction. Council Member Pacheco questioned if the Police Department Employees are supportive of this to which she affirmed that they are supportive. Mayor Rubio invited comments from the public on the item and had no requests to speak.

Campbell/Pacheco, speaking on the second the Mayor responded taht this was a long process to make sure the policy was correct. This was for the protection fo the public and for the protection of our officers.

On motion by Council Member Campbell and seconded by Council Member Pacheco and passed by the following vote the City Council approved Resolution 17-__ authorizing the equipment purchases, approving the agreement with Axon, and authorizing the City Manager to sign all necessary documents.

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

E. APPROVE RESOLUTION EXECUTING A MAINTENANCE AND RIGHT OF ENTRY AGREEMENT WITH CALIFORNIA GOLD DEVELOPMENT CORPORATION FOR DEVELOPMENT OF STARBUCKS CAFE ON FREMONT BOULEVARD

Action: Approved and Passed Resolution 17-

F. RESOLUTION APPROVING A LEASE/PURCHASE FINANCING AGREEMENT WITH PNC EQUIPMENT FINANCE TO LEASE/PURCHASE FIRE LADDER TRUCK, AS APPROVED IN THE 20172018 ADOPTED BUDGET, AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT

Action: Approved and Passed Resolution 17-

G. APPROVAL OF A RESOLUTION APPROVING ANNUAL APPOINTMENTS TO OUTSIDE COMMITTEE ASSIGNMENTS FOR JANUARY 1, 2018 TO DECEMBER 31, 2018.

Action: Approved as presented

Council Member Campbell expressed that he was not comfortable with the assignments as presented and requested to change membership at the FORA Board as well as on committees that make decisions on water. Council Member Pacheco and Alexander supported the Mayor's authority to recommend and suggest appointments. Mayor Rubio invited comments from the public and had no

requests to speak.

Mayor Rubio responded to concerns presented and stood by his recommendations.

Council Member Alexander moved to approved the recommendation as presented and was seconded by Council Member Pacheco.

Speaking on the Second, Council Member Campbell spoke to the variety of issues yet to be resolved by the FORA organization and projects that are impacting Seaside.

On motion by Mayor Pro Tem Alexander and seconded by Council Member Pacheco and passed by the following vote the City Council approved Resolution 17-__ approving annual appointments to outside committee assignments for 2018.

RESULT:	Approved
MOVER:	Council Member Jason Campbell
SECONDER:	Council Member Dave Pacheco
AYES:	Ralph Rubio, Dennis Alexander, Dave Pacheco
NOES:	Jason Campbell
ABSENT:	Kayla Jones

H. APPROVE RESOLUTION TO CANCEL THE JANUARY 4, 2018 REGULAR CITY COUNCIL REGULAR MEETING AND SUCCESSOR AGENCY JOINT SPECIAL MEETING

Action: Approved and Passed Resolution 17-

I. APPROVAL OF THE CREATION AND DUTIES OF AN AD HOC LEGISLATIVE COMMITTEE

Action: Approved

Council Member Campbell questioned the reporting period that the Ad Hoc Committee would present to the Council for discussion and he requested to set a minimum standard for a quarterly discussion with the Council for input.

Mayor Rubio invited comments from the public.

- Peter Keiser suggested that any representatives should be pro life, pro traditional marriage and encouraged that the City Council a committee to go against the anti-biblical legislation. values.

Council Member Campbell made a motion to approve the creation of the ad hoc committee with the amendment that the committee would be required to report to the Council a minimum of every four months, or three times per year. City Attorney Freeman indicated that if it is a schedule, then it would not be an ad hoc committee. Motion dies for lack of a second.

Council Member Pacheco moved to approve the staff recommendation as written, seconded by Mayor Pro Tem Alexander.

Speaking on the second, Council Member Campbell request that the motion maker modify his motion to provide for a minimum reporting standard from the city paid lobbyist to the Council. Council Member Pacheco denied the amendment believing the authority for a Council Member to agendize something from the dais is a working mechanism.

On motion by Council Member Pacheco and seconded by Mayor Pro Tem Alexander and passed by the following vote the City Council approved the creation of an ad hoc Legislative Committee and appointed Mayor Rubio and Council Member Jones to that committee.

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

10. BUSINESS ITEMS

A. APPROVE A RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF NATURE BASED PLAYGROUND EQUIPMENT AND OUTDOOR CLASSROOM FOR THE ECORECREATION STATION LOCATED AT ROBERTS LAKE

Dan Meewis Recreation Superintendent presented the Roberts Lake Eco-Recreation station explaining the details of the proposed eco station location, schematic and park. The nature based playground equipment includes obstacles for kids, using nature based materials. The outdoor classroom would be used for nature exploration and water based stewardship for conservation of the water and the watershed at Robert's Lake. The total cost of the concept would be \$131,000 for the purchase and installation of the station and equipment. This includes ADA access and fencing. Mr. Meewis thanked all of those who contributed to the park financially as well as for the robust community input. Mr. Meewis answered questions from the Council.

Council Member Pacheco requested adding a restroom near that location in the future. Mayor Pro Tem Alexander spoke in support of the item but questioned the safety of the areas due to the marsh environment to which staff explained the fencing. Mayor Rubio invited comments from the public.

- A resident requested that the City consider investing into parks near residences as this location is not located in the neighborhoods.
- LisAnne Sawney spoke in support of the location, assuming that the location was chosen as criteria to receive grant funds and does agree with the previous speaker that there are a lot of other parks that need funding and improvements.

Mayor Rubio acknowledged the Parks and Recreation Commission for their recommendation and requested Ms. Steadman to speak regarding the grant. Catherine Steadman spoke representing California American Water and explained the grant funding awarded from the National Recreation and park association with the purpose for funding projects to bring water awareness.

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

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

**B. APPROVE SEASIDE RECREATION AND PARKS COMMISSION
RECOMMENDATION TO DISTRIBUTE \$150,000.00 FROM FY 2017/2018
BUDGET FOR PARK IMPROVEMENTS**

Council Member Alexander recused himself as a member of the FOFSPA.

Recreation Superintendent Meewis presented the item explaining the City Council budget allocation of \$150,000 for Park improvements for the fiscal year 2017-18 . He explained the community input process which resulted in a prioritized list of eight park improvement projects. The Parks and Recreation commission recommended the following park improvements:

- 1: Capra park for design and geotechnical, structural and civil fees
- 2: Neil Park for \$12,000 for renovation and cleanup of terrace viewing area – the Commission noted this area should be a target for future funding
- 3: NIPC Project for a portal project at the corner of Canyon Del Rey and Del Monte for a total of \$40,000
- 4: CPY request for youth peace poles as public art
- 5: Elis Park at Oldemeyer Center, improvements for \$60,000, which includes adding ADA access, a parking space, new swing set, word chips, picnic tables and benches and upgrade the basketball court.

Mr. Meewis answered questions from the Council.

Mayor Rubio invited comments from the public.

- LisaAnn Sawney spoke against the portal project as it is not technically a park, and that funds should be used for parks. She applauds the efforts to reinvigorate the parks and recreation service but expressed concern regarding the Cutino park project as she does not support spending \$5 million for improving only one park but the funds should be spread to more parks.
- Kenneth Murray thanked the Parks and Recreation Commission for seeing the need to upgrade Elis Park, named after the founder of Ocean view Baptist Park. He thanked the Council on behalf of Ocean View Baptist Church.

Council Member Pacheco spoke in support of the portal area and Elis park projects saying the portal is the entry way for Seaside and the visibility and enhancement of that space will set a tone when you drive into the community.

Campbell moved to adopt resolution to distribute the budgeted funds as presented in FY 2017-18, Pacheco, speaking on the Second Mayor Rubio thanked the PRC for their efforts and hopes that there will be more resources to spread in the future.

On motion by Council Member Campbell and seconded by Council Member Alexander and passed by the following vote the City Council adopted a resolution

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

C. CUTINO PARK IMPROVEMENT PROJECT

Cutino Park project was presented by City Engineer Riedl who spoke to the design process which included significant public outreach and input from community members and boards and commissions which resulted in a refined design. Corbin Schneider from Verde Designs presented the details of the draft plan. He detailed the scope existing uses, desired uses and methods to improve the quality of the park. The final field design is a multi use field to incorporate multiple sports for youth and adults, with full synthetic turf. Also included are ADA improvements to restrooms, a play area for young kids further from the street and closer to the field. Future design phases will include additional entry ways, a skate park, a plaza area , half basketball court and emergency vehicle access. The Boys and Girls Club intends to create areas for teens outside of the adjacent building, to be designed and constructed by B&G. There were also passive use areas. Mr. Schneider then explained the different elements of each phase of renovation, 1 through 5.

Mr. Riedl explained that the ADA improvements, including design and construction will be funded from a CDBG grant. The proposed upgrade the field is estimated at \$4 million for turf, fencing and retaining wall for field expansion. The staff recommendation is to approve the 30% design, and approve moving funds from the design to the construction budget. Mr. Riedl answered questions from the Council.

Council Member Pacheco commented regarding conflicting activities of the skate park and other organized sports and encouraged finding ways to help reduce any conflicts. Understands the need to maximize activities for all youth. He reiterated from previous meetings the ability to renew the agreement with the Boys and Girls Club for more joint use the facility. Council Member Campbell requested to continue to plan for trees to screen for privacy of property owners.

Mayor Rubio invited comments from the public.

- Tiffany Buckman spoke in support of the design improvements for the park and spoke in support of a clean, safe space for youth to come and play.
- Ron Johnson from the Boys and Girls Club spoke in support for the improvements that will benefit youth and spoke to their plans to improve the center and assured Council Member Pacheco the Club will accommodate the kids interested in basketball and we will put that commitment in writing.
- Christian asked about the lights requesting consideration to get lights near the skate

park to skate until at least 8:00 pm.

- Daniel Washington, Seaside youth football coach, spoke to participating at the public outreach meetings where it was discussed that the skate park would not be a good addition to the park due to the lack of supervision. He spoke in support of a parking lot instead of a skate park.
- Enrique said the location of the skate park was a good because the further away the park the less it will be used. Skate boarders typically have challenges with transportation.
- Liam spoke in support of proper placement and in support of adding a skate park at Cutino park. He also requested reconsideration of hours of operation specifically during the winter when school gets out and it gets dark early.

Council Member Pacheco spoke in support of making improvements to the park, expressed that he still has concerns regarding parking at the park, the skate board park vs the athletic field but believes that there is more good than negative in the proposal and we should move forward. Council Member Campbell spoke in support of adding a skate park, which adds opportunities for youth, instead of adding parking. Mayor Rubio spoke to his main focus to get the largest benefit out of the field to serve the largest portion of youth. Mayor Rubio spoke in support of the agreement with the Boys and Girls club and to any efforts staff can make to make basketball courts available, including reinstallation of hoops within Oldemeyer Center.

On motion by Mayor Pro Tem Alexander and seconded by Council Member Campbell and passed by the following vote the City Council approved the 30% Design for the Cutino Park Improvements Plan and , authorized staff to complete the design for the Multiuse Field and the Skate Park, and approve an appropriation of \$700,000 from the Cutino Park budget for the additional design budget.

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

D. RECOMMENDATION THAT THE CITY OF SEASIDE APPROVE AMENDED AND RESTATED CITY ATTORNEY EMPLOYMENT AGREEMENT

City Attorney Agreement -

Don Freeman spoke to his previous agreement details and has maintained that 10% cut for 9 years and is asking to reinstate the funds and in addition for the additional \$1500 per month. Terms are the same with the exception of the hourly fees for extraordinary fees increasing from \$200 - \$300 Fees are only charged when doing court room work. The contract has been reviewed by outside legal counsel, Jim Heisinger for content.

Mayor Rubio invited comments from the public and had no requests to speak. Council Members Alexander and Campbell spoke in support of the total years Mr. Freeman

has been here and did not ask for reinstatement of compensation.

On motion by Council Member Alexander and seconded by Council Member Campbell and passed by the following vote the City Council approved the amendment to the agreement as presented.

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

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

Council Member Pacheco said that the School Resource Officer Position at MPUSD will be lost with dramatic cuts they are facing and will not meet our matching funds. Council Campbell thanked the staff, City Manager and public panel for the hiring of a Police Chief. He spoke in support of the new bicycles for the Police Department. Mayor Pro Tem Alexander requested a study session on the possibility of creating a public safety commission to support the public safety academy. He also reported that in January the Red Cross and Seaside Fire Department will be doing smoke alarm installations on January 27th. Mayor Rubio requested an update on the CalPERS unfunded liability situation prior to budgeting sessions and a date certain for our strategic planning session.

12. ADJOURNMENT

The meeting adjourned at 9:10 PM.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ralph Rubio, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: January 18, 2018

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 December 9, 2017 through January 5, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the periods of December 21, 2017 and January 4, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$3,689,990.59.

RECOMMENDATION

That the minutes be reviewed and approved.

BACKGROUND

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

Therefore, in accordance with Government Code Section 37208, the above referenced, and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the City Council for inspection and confirmation.

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

- \$1,801,501.80 for payroll and benefits;
- \$37,398.81 to My Chevrolet, Inc. for 2017 Chevy Tahoe (Police Department).
- \$25,451.87 to Emergency Vehicle Specialists, Inc. for 2017 Chevy Tahoe **Up-Fit**

(Police Department).

- \$19,275.30 to Monterey County Convention & Visitor's Bureau for Seaside Tourism Improvement District (TID) for October, 2017.
- \$21,890.00 to Harris & Associates for professional services for 942 Angellus Way sewer pipe upgrade from 10/1/17 to 11/25/17.
- \$42,651.27 to PG&E for collective city accounts - gas/electric consumption for November, 2017.
- \$42,670.91 to PG&E for collective city accounts - gas/electric consumption for December, 2017.
- \$10,195.00 to Hydrometrics Water Resources for Seawater intrusion analysis report / general consulting - November, 2017.
- \$10,728.05 to County of Monterey for FY 2017/18 NGEN operations and maintenance, (2nd Quarter) 10/1/17 - 12/31/17.
- \$15,532.70 to John C. Gemma for open enterprise server and 1 year maintenance; network support Oct - Dec, 2017.
- \$812,079.92 to Motorola Solutions, Inc. for replacement radios for Fire Department (AFG regional radio grant purchase).
- \$24,880.36 to U.S. Bank Calcard for City employees' credit card purchases during November, 2017.
- \$163,698.35 to Monterey Peninsula Engineering for payment #5 - WBUV; work performed through 10/20/2017.
- \$296,060.38 to Monterey Peninsula Engineering for payment #6 - WBUV; work performed through 11/20/2017.
- \$44,023.88 to MNS Engineers, Inc. for WBUV; work performed October, 2017.
- \$15,647.00 to Boyd's Asphalt Services for Capra Park basketball court; demolish/replace existing concrete, asphalt; install new basketball hoop and backrim; paint lines.
- \$32,820.00 to Clifton Larson Allen, LLP for completion of 2017 Seaside audit services.
- \$11,000.00 to Milliman, Inc. for 1/1/17 actuarial valuation of the City's other post-employment benefits plan.
- \$16,650.00 to Monterey Peninsula Regional Water Authority for semi-annual member contribution.
- \$36,158.60 to Verde Design for Cutino Park improvements 10/26/17 - 11/25/17.

The remaining checks, totaling \$209,676.39 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

ATTACHMENTS

1. The Checks report is available on the City's website here:
<http://www.ci.seaside.ca.us/194/Check-Draft-Register>
-

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: January 18, 2018

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE HIGH SCHOOL OCEAN DEFENDER'S CLUB FOR
COSTS ASSOCIATED WITH THEIR RECYCLING OUTREACH
PROGRAM**

PURPOSE

The purpose of this agenda item is a request from the Seaside High School Ocean Defender's Club for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund for the costs associated with their recycling outreach program throughout the school year.

RECOMMENDATION

It is recommended that the City Council approve the request.

BACKGROUND

Seaside High Schools Ocean Defender's Club is requesting a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund to cover the costs associated with their recycling outreach program. The funds will be used to obtain water refill stations that will be placed around Seaside High School campus in an effort to promote the use of reusable water bottles and decrease the amount of single-use plastic bottles being consumed on campus.

The Ocean Defender's Club is currently working on overhauling the refuse system at Seaside High School. By the beginning of 2018 there will be several dual refuse separation systems on campus. At that point the Ocean Defender's Club students, members and advisors will help students, staff and community members dispose of their refuse (ie. recycle, compost and trash) during different school and community events.

The Ocean Defender's Club will have hands on recycling experience and will participate in sustaining and improving the school and community environment through a variety of

recycling projects. Participation in the Ocean Defender's Club will help educate the teachers, students and community members about the importance of recycling and the benefits of reusing single use plastics. The students will learn about the different methods of recycling that can be implemented on campus and in their homes.

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

FISCAL IMPACT

This request would be funded by a donation from Green Waste Recovery Inc. to the Mayor's Youth Fund.

ATTACHMENTS

1. MYF Request - Seaside High School Ocean Defenders Club
-

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: Ocean Defenders

Name of Individual Submitting Request: Sarah Lester Guzmán and Kathryn Gialketsis

% Residents or Students of Seaside: 100% of the more than 1100 students, staff and community members that attend events on the Seaside High School campus

#of Participants: The entire community of Seaside.

Ages of Participants: All ages, but mostly 13 year to 19 year olds

Mailing Address: 2200 Nochebuena Street, Seaside, CA 93955

Phone Number: Home _____ Work (831)392-3530 Cell _____

E-mail Address: sguzman@mpusd.k12.ca.us and kgialketsis@mpusd.k12.ca.us

Description of Event (Attach Additional Information as Necessary)

The funding will not be used for one specific event, but instead for student and staff use during the school day as well as for community use during school and community events.

Description of how the use of the funds will be specifically used for youth groups activities/events and/or has a nexus to the goals of recycling, cleanup and/or "green" sustainability to insure a healthy environment. Attach additional information as necessary.
The funds will be used to obtain water refill stations that will be placed around the Seaside High School campus in an effort to promote the use of reusable water bottles and decrease the amount of single-use plastic bottles being consumed on campus. The Ocean Defender Club is currently working on overhauling the refuse system at Seaside High School. By the beginning of 2018 there will be several dual refuse separation systems on campus. At that point the Ocean Defender Club student members and advisors will help students, staff and community members dispose of their refuse (ie. recycle, compost and trash)during different school and community events, Through the Ocean Defender Club outreach students, community members and staff will learn how to properly dispose of their refuse, the impact of single use plastics (bottles, etc.) on the environment. In doing so, the students will have hands on experience about recycling and be inclined to participate in sustaining and to improving the school and community environmental impact through additional projects.

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

The Ocean Defender Club participation will help educate the teachers, students and community members about the importance of recycling and the benefits of refusing single use plastics. The

students will learn about different methods of recycling that can be implemented on campus and in their homes. Additionally, with the installation of water refill stations campus-wide students will reduce their consumption of single use plastic bottles because they will have filtered water available to them through the refill stations. In doing so, the students will help teach each other as well as community members how to refuse single use plastics and properly dispose of recyclables and other refuse. All of which will decrease the human impact on the environment.

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

Respectfully,
Sarah Lester Guzman

Sarah Lester Guzman, MA
Spanish educator
Seaside High School
"Every student every day. "



**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: January 18, 2018

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

PURPOSE

The purpose of this agenda item is for the City Council to consider a Three Thousand Dollars (\$3,000.00) request from the Seaside High School Cheerleading Team for a donation from the Mayor's Youth Fund to help cover the cost for team uniforms and transportation to and from games and events.

RECOMMENDATION

It is recommended that the City Council approve the request.

BACKGROUND

The Seaside High School Cheerleading Team is requesting a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund to help cover the cost for team uniforms and transportation to and from games and special events. The cheerleading team is currently soliciting donations from a variety of sources to help with costs associated with these items. By being able to attend the events and games, the Seaside High Cheerleaders can continue positively representing their school and the Seaside Community.

The Seaside High School Cheerleading team volunteers at City-Sponsored Events such as Winter Wonderland, City Birthday, Halloween Bonanza, Easter and they mentor youth during Cheer Camps. The Cheerleading Team has also volunteered at Jacob's Heart Relay for children's cancer, a community fundraiser with the police department to raise money for the Children's Hospital and at the Pachetti Dog Park Cleanup Day, pulling weeds and picking up trash.

Based on the information provided in the application, the request meets the criteria for a

donation from the Mayor's Youth Fund. The team was granted Three Thousand Dollars (\$3,000.00) at the January 05, 2017 City Council Meeting.

FISCAL IMPACT

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

ATTACHMENTS

1. MYF - Seaside High School Cheerleading Team
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

CITY OF SEASIDE MAYOR'S YOUTH FUND CONTRIBUTION POLICY

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

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

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

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

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

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

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

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

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

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

###

Mayor's Youth Fund Contribution Request

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

Name of Organization: Seaside High School Cheerleading

Name of Individual Submitting Request:

Jasmine Dolan

% Residents or Students of Seaside: 100%

#of Participants 25

Ages of Participants: 14-18

Mailing Address: 220 Noche Buena Street, Seaside CA 93955

Phone Number: Home _____ Work _____

Cell 831-760-2734

E-mail Address: jasmineamberparker@gmail.com

Description of Event (Attach Additional Information as Necessary)

Seaside High School Cheerleading is an organized group of individuals who promote academic performance,
school spirit, teamwork and sportsmanship amongst their peers as well as within the community. Seaside High
School Cheerleaders attend football games, rallies, basketball games, volunteer events, and other organized
events and activities.

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.

Seaside High School Cheerleading team has many participants each year. Each year, we have families who cannot afford to participate in the activity. Instead of turning away an athlete, we offer many avenues of fundraising as a team. We have participated in many events as well in an effort to raise funds so that every student is allotted the ability to participate. The funds from the Mayors Youth Fund would be used for the participants to be able to participate in - the activity.

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

The Seaside High School cheerleaders have volunteered with many activities within the City of Seaside. To name a few, they have volunteered at: Winter Wonderland, Easter, Jacobs Heart Relay for childrens cancer, Community fundraiser with the police department to raise money for the Children's Hospital and mentoring youth during Cheer Camps with the City of Seaside. The cheerleaders also do other community events that help upkeep the beautification of the City. One event in particular was the Pachett Dog Park Clean Up pulling weeds and picking up trash.

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

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



**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: January 18, 2018

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE RAIDERS YOUTH FOOTBALL**

PURPOSE

The purpose of this agenda item is for the City Council to consider a Three Thousand Dollars (\$3,000.00) request from Seaside Raiders Youth Football for a donation from the Mayor's Youth Fund to help cover the cost for team uniforms and equipment and to help offset the rising cost of field usage fees.

RECOMMENDATION

It is recommended that the City Council approve the request.

BACKGROUND

The Seaside Raiders Youth Football Organization is requesting a Three Thousand Dollar (\$3,000.00) donation from the Mayor's Youth Fund to help cover the cost for team uniforms and equipment and to help offset the rising cost of field usage fees. The goal of the Seaside Raiders Youth Football Organization is to provide a quality program that teaches and instills values, leadership, sportsmanship and team work, while also encouraging academic success in the younger members of the community. They provide an outlet that gives youth an opportunity to be active and physical at a time where physical education and physical programs are lacking.

The Seaside Raiders encourage recycling by saving and giving all recyclables to families in need.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy.

FISCAL IMPACT

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

ATTACHMENTS

1. MYF_Seaside Raiders
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

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

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

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

###

Mayor's Youth Fund Contribution Request

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

Name of Organization: Seaside Raiders Youth Football

Name of Individual Submitting Request: Claudia Link

% Residents or Students of Seaside: 85%
#of Participants: between 150-200

Ages of Participants: 4-14

Mailing Address: PO Box 813, Seaside, CA 93955

Phone Number: Home: 831-920-2014 Work Cell: 831-277-9091

E-mail Address: claudiajlink@hotmail.com

Description of Event (Attach Additional Information as Necessary)

We provide a quality program that teaches and instills values, leadership, sportsmanship, team work, while also encouraging academic success in the younger members of the community. We provide and outlet that gives youth an opportunity to be active and physical at a time where physical education and physical programs are lacking.

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.

We encourage recycling at all times. In the past we have saved all recyclables and given them to one of our families in need who in turn used the money to help with household expenses.

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

Thousands of youth have participated in our football & cheer programs where they are taught discipline, responsibility, leadership, sportsmanship and respect. We provide a positive and safe experience that goes beyond what most of these children get at school and sometimes at home.

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

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

CITY OF SEASIDE MAYOR'S YOUTH FUND CONTRIBUTION POLICY

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

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

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

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

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

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

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director

DATE: January 18, 2018

SUBJECT: APPROVAL OF A RESOLUTION MODIFYING THE CLASSIFICATION PLAN TO ADD THE POSITION OF SENIOR FACILITY ATTENDANT AND MODIFYING THE POSITION CONTROL TO ADD ONE DEPUTY POLICE CHIEF, DELETE ONE POLICE COMMANDER, ADD ONE SENIOR FACILITY ATTENDANT, AND DELETE ONE CUSTODIAN

PURPOSE

The purpose of this item is approve a Resolution to add the position of Senior Facility Attendant to the Classification Plan and to modify the Position Control List to add one Deputy Police Chief, delete one Police Commander, add one Senior Facility Attendant, and delete one Custodian.

RECOMMENDATION

It is recommended the Council adopt the Resolution approving the position changes.

BACKGROUND

The position of Senior Facility Attendant is being added in the Recreation Department as a component of a reclassification and a reorganization. The Custodian has been functioning as the lead worker for the part-time Facility Attendant staff including writing the schedules, training, and assisting with their evaluations. She has also been performing many administrative functions outside of her job classification. The addition of this position will result in the Custodian being reclassified to Senior Facility Attendant. The Senior Facility Attendant will be represented by the Seaside City Employees' Association and the top step hourly pay rate will be \$24.94.

The overall supervision and management of the Facility Attendant staff will be moved from the Maintenance & Utilities Division to the Recreation Department. Staff determined this is more

efficient as the Facility Attendant staff works out of Oldemeyer Center and they perform more customer support functions than maintenance duties. There is no cost associated with the reorganization, however the reclassification will have a very minor fiscal impact (approximately \$1,000 over the rest of the Fiscal Year).

In the Police Department, it is proposed that the Deputy Police Chief position be added to the Position Control List in order to facilitate the development of internal staff to prepare them for future promotional opportunities. This position will be filled through an internal promotional process which will result in one of the three Police Commander positions being eliminated. With this change, the Police Department management team will consist of the Chief of Police, one Deputy Police Chief, and two Police Commanders (one currently vacant).

The annual cost of the Police Department reorganization is approximately \$34,000 and the impact to FY 2017/2018 is approximately \$10,000 which will be absorbed by salary savings from vacant positions.

FISCAL IMPACT

Reclassifying the Custodian to Senior Facility Attendant will cost approximately \$1,000 in Fiscal Year 2017/2018 and it is anticipated that additional cost will be absorbed in the existing budget. In Fiscal Year 2018/2019, the additional cost will be approximately \$2,000.

The upgrading one Police Commander to Deputy Police Chief will cost approximately \$10,000 in Fiscal Year 2017/2018 which will be absorbed by salary savings from the vacant Police Chief and Police Commander positions. Although the additional cost in Fiscal Year 2018/2019 is approximately \$34,000, the actual budget impact may be less depending on the PERS costs associated with the new Police Chief and new Police Commander.

ATTACHMENTS

1. Resolution
2. Job Description

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE MODIFYING THE CLASSIFICATION PLAN TO ADD THE POSITION OF SENIOR FACILITY ATTENDANT AND MODIFYING THE POSITION CONTROL TO ADD ONE DEPUTY POLICE CHIEF, DELETE ONE POLICE COMMANDER, ADD ONE SENIOR FACILITY ATTENDANT, AND DELETE ONE CUSTODIAN

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

WHEREAS, there is a need to add the position of Senior Facility Attendant to the Classification Plan, create an appropriate position description, and establish the salary for the new classification; and

WHEREAS, the Senior Facility Attendant will be added to the City's Classification Plan at an hourly top step salary of \$24.94.

WHEREAS, the Senior Facility Attendant will be filled through a reclassification resulting in the Custodian position being left vacant; and

WHEREAS, there is a need to reorganize the Recreation and Police Departments to improve the supervisory span of control and provide for better supervision; and

WHEREAS, these reorganizations result in the following changes to the Position Allocation List:

<u>Position</u>	<u>Current Allocation</u>	<u>New Allocation</u>
Deputy Chief	0	1
Police Commander	3	2
Custodian	1	0
Senior Facility Attendant	0	1

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves addition modifying the position allocation list to reflect the reorganizations of the Recreation and Police Departments.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of January by the following vote:

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

Ralph Rubio, Mayor
City of Seaside

ATTEST:

Lesley Milton, City Clerk



**December 2017
FLSA: NON-EXEMPT**

Senior Facility Attendant

DEFINITION

Under general supervision, performs the full range of facility and customer service functions related to the care, routine maintenance, and cleaning of assigned buildings, parks, and facilities; moves furniture and equipment to set up for classes, activities and functions; interacts with and provides basic information and assistance to the public; supervises, trains, and schedules assigned part-time staff; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from Recreation Superintendent. Schedules and trains part-time staff and provides functional and technical supervision over part-time facility staff.

CLASS CHARACTERISTICS

This is a journey-level classification that performs the full range of duties required to ensure that City buildings, parks, and facilities provide the highest level of safety and cleanliness for public and staff use. The incumbent in this classification serves as a lead worker and assists the supervisor in training, scheduling, and evaluating assigned part-time staff. Work is often performed in an assigned area and may involve working around other City staff and/or the public, depending upon assignment. This class is distinguished from other maintenance classes in that the latter perform semi-skilled to skilled maintenance work in a specified area, such as buildings and facilities, while the duties of this class are more related to facility and park rentals, customer service, administrative duties, and custodial functions, with basic and preventative maintenance activities fulfilling a lesser part of the job responsibilities.

EXAMPLES OF TYPICAL FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Provides technical and functional supervision to assigned staff.
- Plans, schedules, assigns, and prioritizes work of assigned staff.
- Trains employees in work methods, use of tools, chemicals, and equipment, and relevant safety precautions.
- Assists with the selection and evaluation of part-time staff.
- Communicates effectively with other City departments, staff, and vendors via email, and over the phone and in person.
- Orders supplies and services as needed.
- Prepares reports and budgets for special projects.
- Performs various custodial duties, including sweeping, mopping, vacuuming, dusting, and polishing to ensure that City buildings and facilities provide the highest level of safety for public and staff use.
- Washes windows, mirrors, and walls.
- Dusts and polishes furniture, woodwork, fixtures, and equipment.
- Cleans and sanitizes locker rooms, showers, and restroom facilities and fixtures including sinks, urinals, and toilets; replenishes supplies in restrooms.

- Sweeps, vacuums, mops, waxes, strips, and polishes floors; vacuums and shampoos carpets.
- Cleans furniture and counter tops.
- Empties, cleans and sanitizes waste receptacles.
- Sets up rooms and equipment for classes, parties, conferences, meetings, and other functions; moves and arranges furniture.
- Utilizes computer programs such as Rectrac and Target Solutions to obtain facility related documents and monitor staff training.
- Performs preventative maintenance and minor maintenance and adjustments on equipment, appliances, facilities, and buildings, including replacing light bulbs and cleaning air vents.
- Identifies and reports building maintenance needs to appropriate staff.
- Raises and lowers flags.
- Interfaces with the public in a non-disruptive manner; answers questions and provides standard information to the public if working in a public facility.
- Observes safe working practices, including maintaining storage areas in a safe condition.
- Maintains records of maintenance and cleaning activities; maintains inventory of equipment and supplies.
- Assists groups using parks and facilities as requested; explains or enforces facility rules.
- Assists with documentation for facility rental refunds.
- Assists in Recreation Services special events including setting up, taking down and storing equipment and materials.
- Compiles and reviews timesheets for assigned staff.
- Provides accurate chemical tests for the swimming pool, and provide minor maintenance as needed.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Basic principles of employee supervision and training.
- Methods, materials, and equipment used in custodial work and basic and preventative building maintenance.
- Proper cleaning methods and the safe usage of cleaning materials, disinfectants, custodial tools, and equipment.
- Use and minor maintenance of hand and power tools and equipment used in custodial work.
- Basic facility maintenance techniques and materials.
- Basic principles and procedures of record keeping.
- Safe work methods and safety practices pertaining to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- Computer programs such as RecTrack, GroupWise, Microsoft Word, Excel, and PowerPoint.

Ability to:

- Plan, schedule, assign, and oversee activities of part-time staff.
- Inspect the work of others and maintain established quality control standards.
- Train others in proper and safe work procedures.
- Identify and implement effective course of action to complete assigned work.
- Use and operate a variety of custodial equipment, including high-pressure washer, vacuum cleaner, wet/dry vacuum, carpet extractor, buffer, mop, and broom.
- Clean and care for assigned areas and equipment.

- Perform basic and preventative electrical, carpentry, plumbing, and painting maintenance and repair duties.
- Travel to different sites and locations.
- Meet and deal tactfully and effectively with the public.
- Use a variety of small hand tools.
- Maintain basic records.
- Purchase and maintain inventory of custodial and maintenance supplies.
- Follow department policies and procedures related to assigned duties.
- Understand and follow oral and written instructions.
- Organize own work, set priorities, and meet critical time deadlines.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to the completion of the twelfth (12th) grade, one (1) year experience in the cleaning and maintenance of buildings, and one (1) year of experience as a lead worker

Licenses and Certifications:

- Possession of a valid California Driver's License by time of appointment.
- Certified in First Aid, CPR/AED is highly desirable
- Certified Pool Operator (CPO) is highly desirable

PHYSICAL DEMANDS

Must possess mobility to work in various City buildings and facilities; strength, stamina, and mobility to perform medium physical work, operate varied hand and power tools and related equipment; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 50 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in buildings and other recreational facilities such as parks, ball fields and swimming pools. will be occasionally exposed to loud noise levels, controlled temperatures, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives, and contractors in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to be on-call and to work various shifts or emergencies on evenings, weekends, and holidays.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: January 18, 2018

SUBJECT: APPROVE A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH NICHOLS CONSULTING ENGINEERS FOR AN AMOUNT NOT TO EXCEED FIFTY NINE THOUSAND SIX HUNDRED DOLLARS (\$59,600) TO PERFORM A PAVEMENT CONDITION EVALUATION AND PAVEMENT MANAGEMENT PROGRAM UPDATE

PURPOSE

The purpose of this item is to have the City Council consider a professional services agreement with Nichols Consulting Engineers Chtd. (NCE) for an amount not to exceed Fifty Nine Thousand Six Hundred Dollars (\$59,600) to perform a pavement condition evaluation and pavement management program update.

RECOMMENDATION

It is recommended that the City Council adopt the resolution authorizing the City Manager to execute a professional services agreement with Nichols Consulting Engineers Chtd. (NCE) for an amount not to exceed Fifty Nine Thousand Six Hundred Dollars (\$59,600) to perform a pavement condition evaluation and pavement management program update.

BACKGROUND

On November 8, 2016, the voters of Monterey County approved Measure X, authorizing the Transportation Agency for the Monterey County (TAMC) to impose and administer the proceeds from a three-eighths cent transaction and use tax ("Measure X"). To insure timely implementation of street repairs and to keep the public informed, Measure X requires each jurisdiction to develop a Pavement Management Program (PMP) and to submit regular reports on the conditions of their streets. The City's original PMP, using the software program StreetSaver, was developed in 1999 and has not been maintained since 2008.

On November 2, 2017, the City released a Request for Proposal (RFP) seeking professional services to update the City's Pavement Management Program. The RFP was sent to multiple design firms and posted on the City's Website. On November 30, 2017 four (4) proposals were received from engineering consulting firms. Proposals were evaluated for completeness and on the firm's qualifications to perform the intended work. Proposals were ranked on several criteria including proposal organization, firm staffing, related experience, management approach, and professional references. Based upon the rankings conducted by city staff, Nichols Consulting Engineers (NCE) have the staff and experience to perform pavement condition surveys and expertise to update the StreetSaver program, and therefore was selected as the most qualified firm to provide the PMP Update.

Established in 1990, NCE specializes in pavement technology including pavement management, design and research. NCE developed and implemented the City's initial Pavement Management Program in 1999 as well provided training services in 2007. NCE also provides training and technical assistance for the StreetSaver software program for the Metropolitan Transportation Commission (MTC), organization dedicated to improving transportation infrastructure in the Bay Area.

The proposal by NCE to perform the Pavement Evaluation and Pavement Management Program Update is estimated to take 12 weeks. The scope of work to complete the project is divided into several tasks as outlined below:

Taks	Description	Duration (weeks)
Task 1	Preparation & Kickoff Meeting	1
Task 2	Pavement Condition Survey	4
Task 3	Maintenance and Rehabilitation Strategies	1
Task 4	Budget Analysis & Funding Scenarios	5
Task 5	Training & Tech Support	
Task 6	Final Report/City Council Presentation	2

Training and Technical Support (Task 5) will be provided on-site for city staff and will includes up to 100 hours of on call technical support as needed for one year.

It is recommended that the City Council authorize the City Manager to execute a professional service agreement with Nichols Consulting Engineers for an amount not to exceed Fifty Nine Thousand Six Hundred Dollars (\$59,600) to perform the City's Pavement Condition Evaluation and Pavement Management Program Update.

FISCAL IMPACT

The Pavement Management Program Update will be funded through Measure X proceeds.

ATTACHMENTS

Meeting Date: January 18, 2018

1. Resolution
 2. Professional Service Agreement
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH NICHOLS CONSULTING ENGINEERS TO PERFORM PAVEMENT CONDITION EVALUATION AND PAVEMENT MANAGEMENT PROGRAM UPDATE FOR AN AMOUNT NOT TO EXCEED FIFTY NINE THOUSAND SIX HUNDRED DOLLARS (\$59,600)

WHEREAS on November 8, 2016, the voters of Monterey County approved Measure X, authorizing the Transportation Agency for the Monterey County (TAMC) to impose and administer the proceeds from a three-eighths cent transaction and use tax ("Measure X"); and

WHEREAS, to insure repairs are implemented in a timely manner and keep the public informed, Measure X requires each jurisdiction to develop a Pavement Management Program and to submit regular reports on the conditions of their streets; and

WHEREAS, the City of Seaside's Pavement Management Program is outdated and requires assistance by personnel with specific knowledge and experience; and

WHEREAS, on November 2, 2017, staff released an Request for Proposal to update the City's Pavement Management Program in which four proposals were received; and

WHEREAS, Nichols Consulting Engineers (NCE) was selected as the most qualified and knowledgeable firm to perform the City's pavement condition evaluation and pavement management program update.

NOW, THEREFORE BE IT RESOLVED, that the City of Seaside City Council authorize the City Manager to execute a Professional Services Agreement with Nichols Consulting Engineers, Chtd. to perform the City's Pavement Condition Evaluation and Pavement Management Program update for an amount not to exceed Fifty Nine Thousand Six Hundred Dollars (\$59,600).

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 18th day of January, 2018 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 PROFESSIONAL DESIGN SERVICES
2017 Pavement Management Program Update

THIS AGREEMENT, is made and effective as of January ___, 2018, between the City of Seaside, a municipal corporation ("City") and Nichols Consulting Engineers, Chtd. (NCE), a limited liability partnership, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on January ___, 2018 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 20, 2018 unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Fifty Nine Thousand Six Hundred Dollars (\$59,600) which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. Consultant shall indemnify, protect, reimburse the apportioned costs to 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, pure economic damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in **Exhibit A** without the written consent of the Consultant.

(b) Indemnification for Other Than Professional Liability. Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs, including reasonable attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, the performance of this Agreement for other than professional

services by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub consultants of Consultant.

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

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

(c) Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall

be employed by them as an officer, employee, agent, or sub consultant. Consultant further covenants that Consultant is not performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the study area and further covenants and agrees that Consultant and/or its sub consultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property or the study area prior to the completion of the work under this Agreement.

16. NOTICES

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

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

To Consultant: Nichols Consulting Engineers, Chtd.
501 Canal Blvd., Suite I
Richmond, CA 94804
Margot Yapp, Vice President/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 Margot Yapp shall perform the services described in this Agreement.

Margot Yapp 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 Margot Yapp from Consultant's employ. Should he/she leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

22. AUTHORITY TO EXECUTE THIS AGREEMENT

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

23. CONFLICT OF INTEREST

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

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

24. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action shall be entitled to a

Professional Design Services
2017 Pavement Management Program Update

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

CONSULTANT

By: _____
Craig Malin
City Manager

By: _____
Marogt Yapp
Principal

Date: _____

Date: _____

CITY OF SEASIDE
AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
2017 Pavement Management Program Update
EXHIBIT A

<Insert Proposal>



City of Seaside

PROPOSAL TO PROVIDE Pavement Condition Evaluation and Pavement Management Program Update

November 30, 2017



Submitted By:

Point Richmond Office

501 Canal Blvd., Suite I

Point Richmond, CA 94804

Phone: 510.215.3620

NCE Proposal No. 179.02.55



Ms. Leslie Llantero, PE

November 30, 2017

Proposal for 2017 Pavement Management Program Update

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

Dear Ms. Llantero and Members of the Selection Committee:

Pavement networks are often the most valuable asset that an agency owns. This asset is not only expensive to replace, but is an essential component to the traveling public's safety. Agencies are constantly looking for more cost-effective ways to perform street maintenance to stretch funding allocations.

There is a renewed focus on roads in California as a whole, and the demand for more accurate data is expected to grow. The last 12 months have seen remarkable changes in the funding picture with the recent passage of Measure X and the Road Maintenance and Rehabilitation Act (RMRA). Combined, these two funding sources may inject more than \$600,000 a year by FY 18/19. However, new revenues come with new accountability measures; Measure X requires each jurisdiction to develop a PMP and roads maintained with RMRA funds will require submittal to the California Transportation Commission (CTC) for approval. An essential tool to assist in these efforts is an updated pavement management program (PMP).

NCE has extensive experience in implementing and updating PMPs for cities to maximize allocated funding, and we can ensure that Seaside will meet all Measure X and RMRA requirements. We are a nationally recognized pavement specialty firm with broad capabilities and expertise in the areas of pavement/asset management, pavement design, and training.

NCE provides the following capabilities to the City of Seaside:

-  **Regional PMP Experience** – NCE implemented the original PMP for Seaside in 1999 and have performed similar projects for the Cities of Carmel-by-the-Sea, Pacific Grove, Santa Cruz, Monterey, Scotts Valley, Capitola, Half Moon Bay as well as the Counties of Santa Cruz, Stanislaus and Mariposa. We have also just been notified that we were selected by TAMC for the countywide PMP and can therefore ensure consistency with regional efforts.
-  **StreetSaver® Experience and Proficiency** – NCE staff have been working with StreetSaver® since 1987 for over 200 cities and counties. We have been the Metropolitan Transportation Commission's (MTC) on-call consultant for StreetSaver® training and technical assistance since 1997. In addition, we have trained over 500 engineers and technicians in California.
-  **Trained and Certified Inspectors** – NCE's engineers and field inspectors are certified through MTC's Inspector Qualification program to ensure accurate, reliable and consistent field data. We have performed pavement distress surveys on over 100,000 centerline miles of roads in California alone.

Our highly trained and capable technical staff are experienced in data collection and have worked together on numerous other similar projects. NCE has the capability to deliver responsive, cost effective and high quality pavement management services delivered through a systematic and organized method of work and communication led by myself as NCE's proposed Project Manager.

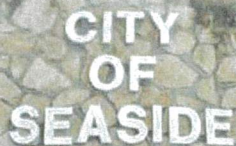
We acknowledge receipt of Addendum No. 1 dated November 20, 2017. We look forward to your favorable review of our proposal so we can begin work with the City on this project. Please feel free to contact me with any questions or concerns that may arise.

Sincerely,



Margot Yapp, PE
Project Manager/Principal

Richmond, CA
501 Canal Blvd., Suite I
Richmond, CA 94804
(510) 215-3620



Response to Questions

FIRM INFORMATION (RFP QUESTION NO. 1)

NCE's firm information is as follows:

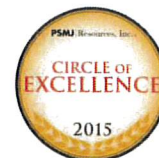
Firm Name: Nichols Consulting Engineers, Chtd. (NCE)
Principal Contact: Margot Yapp, PE – Vice President/Principal/Project Manager
Office Location: 501 Canal Blvd., Suite I, Richmond, CA 94804, Tel: (510) 215-3620, Fax: (510) 215- 2898

FIRM HISTORY AND TEAM EXPERIENCE (RFP QUESTION NO. 2)

NCE is a client-focused engineering, science, planning, and construction services firm with five offices in California and Nevada and nearly 100 employees. Distinct from other civil engineering firms, **we specialize in pavement technology, including pavement management, design and research.** Founded in 1990, NCE has focused on developing repeat clients by providing high value services. Our clients continuously work with NCE staff because of our collaborative style of working on projects, our commitment to making sure the project is a success, and the confidence they have in our ability to complete the project to their satisfaction.



Our firm has been in business for over 27 years and during this time, we have performed pavement condition surveys ranging from state highways in the Western United States to local street networks in over 200 cities and counties in California, Oregon, Nevada, Washington and Idaho. We have surveyed over 100,000 miles of local streets and roads. **We performed the original PMP implementation for Seaside in 1999 and training services in 2007.**



Our field data collection ranges from walking surveys as per the MTC StreetSaver® protocols to using specialized automated equipment to collect data such as pavement distresses, roughness, structural strength (deflection testing) to asset data (signs, signals, curb ramps, marking, sidewalks, etc.).

FIRM CAPABILITIES

The City of Seaside (City) can expect superior customer service and high value work products tailored to this specific project. NCE's civil engineers and technicians have extensive experience in pavement management and design as well as developing plans, specifications, construction cost estimates for infrastructure projects. It is the fundamental goal of NCE to produce high quality work products while maintaining a reputation for timely service.

NCE's innovative thinking goes beyond accurate technical solutions and builds client confidence through the delivery of successful projects. NCE provides the following core capabilities and services to its clients. **The capabilities identified in bold are directly relevant to this project.**

NCE CAPABILITIES

Asset/Pavement Management
Pavement Testing, Analysis & Design
Civil Engineering Design
GIS & Database Management
Bike & Pedestrian Path Design
ADA Retrofit Design
Pavement Maintenance Strategies/Technologies
Sustainable Design & Low Impact Development (LID)
Construction Documents (PS&E)
Construction Management/Inspection
Utility Relocation Design
Hydrology & Hydraulic Analysis

PAVEMENT MANAGEMENT AND STREETSAVER® EXPERIENCE

NCE has extensive experience evaluating and implementing the StreetSaver® PMP for numerous public agencies throughout California and the west coast. We are a nationally recognized pavement specialty firm, with broad capabilities and expertise in the areas of pavement management, civil engineering, and pavement design, evaluation and analysis.

**NCE staff has worked with StreetSaver® for over 30 years
and thoroughly understand its capabilities and limitations.**

Therefore, we offer the City a depth of knowledge and skills working with StreetSaver® and utilizing the data to apply and recommend new pavement technologies for design and rehabilitation.

We are active in the Pavement and Asset Management committees at the Transportation Research Board, a national research organization. With NCE's prior experience with hundreds of other municipal agencies on pavement management systems, as well as pavement designs, City can be assured that we will successfully deliver a practical and realistic pavement management program (PMP).

As an indicator of our experience and the quality of our work, NCE received MTC's award for **"Best Pavement Management Consultant"**. With our extensive experience delivering PMP projects throughout California, we are very familiar with all aspects of a pavement management system, including:

- ❏ PMP software assessment & selection
- ❏ Pavement data collection
- ❏ Verifying pavement inventories
- ❏ Rigorous QA/QC procedures
- ❏ Developing innovative maintenance strategies
- ❏ Funding (or "what-if") analyses
- ❏ Development of multi-year workplans
- ❏ GIS linkages
- ❏ Training (both field and computer operations)
- ❏ Providing technical support
- ❏ Presentations to elected officials, advisory boards and agency staff



All of NCE's field technicians proposed for this project have been certified in StreetSaver® pavement distress protocols. This certification program includes a rigorous field test where approximately 24 sites are selected to test the inspector's knowledge of the distress procedures. Only those inspectors who have passed the exam may perform pavement condition surveys in the San Francisco Bay Area.



Our proposed data collection staff for this project have fulfilled the following roles for numerous pavement management projects similar to this one, and the table below indicates that they are all MTC certified.

NCE STAFF	PROJECT ROLE	MTC CERTIFICATION
Mei-Hui Lee, PhD, PE	Field/Project Engineer	Yes
David Bivins	Senior Technician	Yes
Marvin Mann	Technician	Yes

“NCE has been one of our top consultants since 1996, and has been one of the Pavement Management Technical Assistance Program consultants since its inception in 1998. It has built a reputation in implementing pavement management systems for local agencies... we are proud to present the “Best Consultant” award to NCE for consistently delivering projects on time and meeting our needs.”

Sui Tan, StreetSaver® Program Manager | MTC

PAVEMENT DESIGN & ANALYSIS

Pavement designs, plans, specifications and estimates (PS&E) for preventive maintenance, rehabilitation, and reconstruction are NCE's specialty and we offer comprehensive experience and expertise with pavement treatment alternatives that are utilized in pavement management programs.

Our expertise in pavement treatment alternatives includes, but is not limited to, cost saving and green/sustainable paving technologies such as warm mix asphalt and in-place recycling technologies. NCE's pavement design services emphasize realistic economic solutions tailored to your needs.

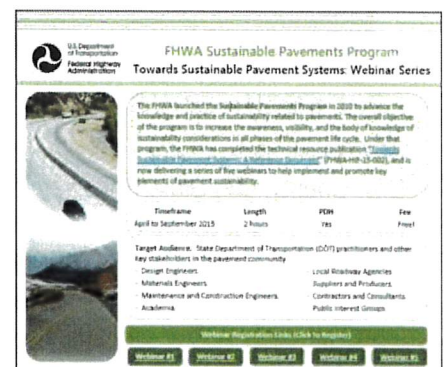
Our civil and geotechnical engineers not only understand the types of pavements and treatment options, they also understand the significance and cost implications of proper roadway support on competent subgrade soils to limit future settlement and cracking. Pavement design begins with an accurate assessment of the existing structural adequacy. Unlike traditional civil firms who rely on core samples, we employ our pavement inspection expertise in conjunction with deflection data and materials testing to more accurately assess the engineering properties of the existing roadway.

NCE has comprehensive knowledge of both the Greenbook and the Caltrans Standard Plans and Specifications, which are most commonly referenced throughout California cities and counties.

Sustainable and Innovative Pavement Technologies

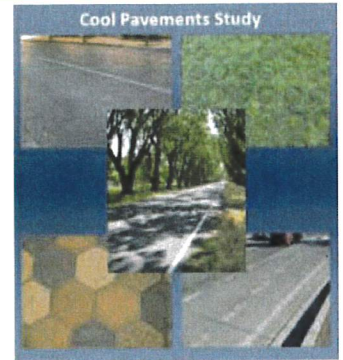
There are numerous pavement rehabilitation techniques available today with new binders, new additives and polymers, all of which may be applied in various layers to preserve pavement life. NCE constantly seeks to identify the most cost-efficient alternatives for cities and counties such as cold-in-place recycling, full depth reclamation, warm mix asphalt, terminal blend asphalt rubber binders, etc.

Many of the technologies NCE can implement will meet potential City sustainability or environmental goals and policies. Some examples are described in the following paragraphs.



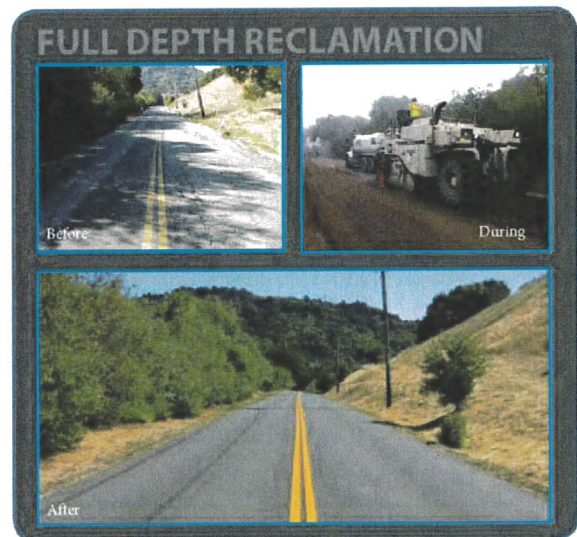
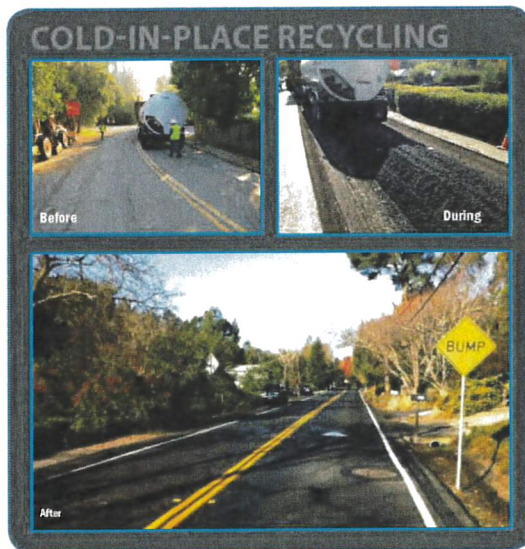
Sustainable Pavements – NCE is involved with projects at both the national and local levels on issues such as sustainable pavements and premature failures. For example, Dr. Tom Van Dam is NCE's Principal Investigator for the FHWA on Sustainable Pavement Systems. He has developed technical guidelines and a webinar series delivered in 2015. Dr. Van Dam is an internal resource for NCE when addressing sustainability for any of our projects.

Cool Pavements – NCE recently prepared a report to discuss cool pavement alternatives for the City of Chula Vista as a means of mitigating the urban heat island impact. This included the use of pavement alternatives such as porous or permeable pavements, pavers, concrete pavements, use of light colored aggregates, etc.



Cold-In-Place Recycling (CIR) - is a cost-effective alternative to traditional "mill and fill" pavement treatments, CIR can yield cost savings of as much as 30% by the use of existing asphalt concrete (AC) materials, which produces less truck hauling and better time efficiency during construction. Longer pavement sections that require deeper mill and fills (typically at least 3 inches) are good candidates for CIR with potentially large cost savings. NCE has designed many street and road sections throughout California.

Full Depth Reclamation (FDR) – is a process that reconstructs failed AC pavements by recycling the existing roadway materials; old AC and aggregate base materials are pulverized and "mined" utilizing specialized equipment. The FDR method can offer significant cost savings over conventional roadway reconstruction techniques.



CIVIL ENGINEERING

NCE's civil and pavement design engineers and technicians also have extensive experience developing PS&E for many City, County, and State Roadway Projects. The benefit of this experience is that we thoroughly understand the impact recommended pavement designs can have on the roadway system. These elements include drainage improvements, ADA curb ramps and sidewalks, curb and gutter, traffic striping and signs, and utility relocation. NCE also has excellent working relationships with pavement and grading contractors and have partnered with reputable contractors to provide constructability review and cost efficiencies.

NCE staff also develops construction cost estimates based upon a detailed assessment of the work to be performed, with particular detail to potential problem areas for road rehabilitation projects, such as base repair quantities and designing constructible ADA curb ramps and sidewalks. We utilize a global approach to our work which takes into consideration all the possible variables to completing a project on time and within budget.

Special Equipment

NCE can evaluate pavement structural conditions with deflection testing using our Falling Weight Deflectometer (FWD). The FWD is a specialized tool that will prepare cost-effective pavement designs. In-situ conditions can be quickly evaluated to determine issues, such as the extent of subgrade problems or the presence of voids/unstable soils. Pavement designs for phased or staged constructions are possible, as well as the ability to model and use new materials and technologies.



AVERAGE SIZE AND SCOPE OF PAST PROJECTS

Details of the NCE team's experience are detailed in the following table. Additionally, we have noted the projects that are included in the Firm and Principal Experience and References response items (Questions No. 6 and No. 8, respectively).

Client	Key Staff	Size/Centerline Miles	Services
Seaside	Margot Yapp	68	StreetSaver® Implementation
Carmel-by-the-Sea*, **	Margot Yapp, Mei Hui Lee	26.8	StreetSaver® Implementation/Updates
Monterey*	Margot Yapp	102	StreetSaver® Conversion/Update
County of Santa Cruz*	Margot Yapp	600	StreetSaver® Implementation/Updates
City of Santa Cruz*	Margot Yapp	135	StreetSaver® Update & Civil Design
Half Moon Bay	Margot Yapp, Mei Hui Lee	28	StreetSaver® Update & Civil Design
Scotts Valley*, **	Margot Yapp, Mei Hui Lee	32	StreetSaver® Implementation
Capitola*, **	Margot Yapp, James Signore, Mei Hui Lee	26	StreetSaver® Update & Civil Design
Metropolitan Transportation Commission*, **	Margot Yapp, James Signore, Mei Hui Lee, Shahram Misaghi	70+ Counties and Cities >10,000 miles	StreetSaver® Updates & Asset Data Collection
San Jose	Margot Yapp	1958	StreetSaver® Update
San Francisco	Margot Yapp, Shahram Misaghi	941	StreetSaver® Update and Sidewalk/Curb Ramp Data Collection
Corona	Margot Yapp, Lisa Senn	400	StreetSaver® Implementation and Sidewalk/Curb Ramp Data Collection
Carson*	Lisa Senn, Margot Yapp	203	StreetSaver® Implementation and Sidewalk/Curb Ramp Data Collection
Totals			

* Included as a Firm and Principal Experience project description in Exhibit B.

** Included as a Reference on page 13 of the Response to Questions.

TEAM BACKGROUND (RFP QUESTION NO. 3)

The following table details the NCE team's assignments, experience and location.

Staff	Role	Availability	Office Location	Relevant Experience
Margot Yapp, PE	Project Manager	30%	Richmond, CA	Project Management, StreetSaver® Software, Training, Budget and Data Analysis
James Signore, PhD, PE	QC Manager/Pavement Specialist	20%	Richmond, CA	Quality Control, Pavement Maintenance Strategies
Mei-Hui Lee, PhD, PE	Project Engineer	50%	Richmond, CA	Data Analysis, Pavement Condition Surveys, StreetSaver® Certification
David Bivins	Sr. Field Technician	100%	Richmond, CA	Pavement Condition Surveys, StreetSaver® Certification
Marvin Mann	Field Technician	100%	Richmond, CA	Pavement Condition Surveys, StreetSaver® Certification

Each team member's participation in local projects is noted in Exhibit B – Firm and Principal Experience.

RESUMES

Per the RFP requirements, NCE's resumes are included as an exhibit. Please refer to Exhibit A – Resumes.

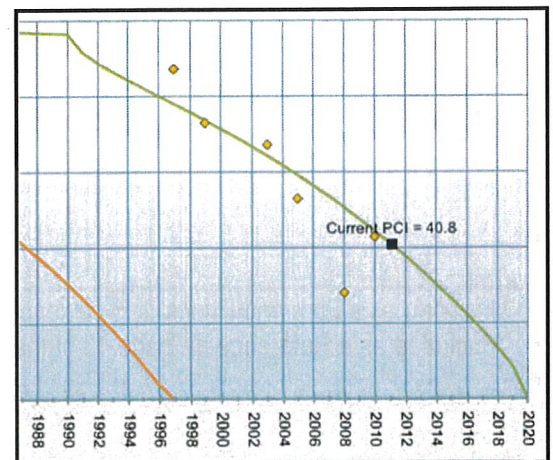
SCOPE OF SERVICES (RFP QUESTION NO. 4)

PROJECT UNDERSTANDING AND APPROACH

NCE understands the City of Seaside seeks an MTC certified consultant to update the StreetSaver® PMP. Due to new funding sources (Measure X and RMRA), new accountability measures are in place to assure the public that these new revenues are being spent in the most cost-effective manner, and that performance measures are instituted. One such measure is the PCI, which is reported periodically to elected officials and/or the public.

Therefore, it is vital that the pavement condition data be accurate and that it be closely calibrated with the performance prediction models in StreetSaver®. For example, the graph shown to the right is an example where variations in the field data collected may result in different predictions of the future PCI. Obviously, this is not a desirable outcome for the City.

As described in the previous section, NCE is extremely experienced with StreetSaver® pavement condition surveys, as well as with the all aspects of the program. We will also be able to assist in recommending or implementing new paving technologies that will not just meet the PCI requirements, but also the City's sustainability and environmental goals. Our extensive working knowledge of StreetSaver® and the City's street network will be of tremendous benefit to the City, and allow NCE to execute on this project quickly and efficiently.



PROPOSED SCOPE OF WORK

Task 1. Kick-off Meeting

NCE will meet with City staff to review the technical approach and any administrative matters that may be necessary. At a minimum, items to be discussed will include the following:

- ❏ Scope of work, project schedule, budget and invoicing requirements
- ❏ Pavement condition surveys and quality control measures
- ❏ Maintenance and rehabilitation (M&R) practices, records and costs
- ❏ Paving or maintenance budgets
- ❏ Budgeting scenarios, including historical expenditures
- ❏ Deliverables and other items, as needed

Prior to the kick-off meeting, NCE will prepare a detailed agenda, which will be sent to City staff for review prior to the meeting. Additional meetings will be held at appropriate milestones to review the work performed and to address any questions or issues that arise as the work progresses.

Deliverables:

- ❏ Agenda & summary of meetings

Task 2. Pavement Condition Surveys

Review/Audit Inventory

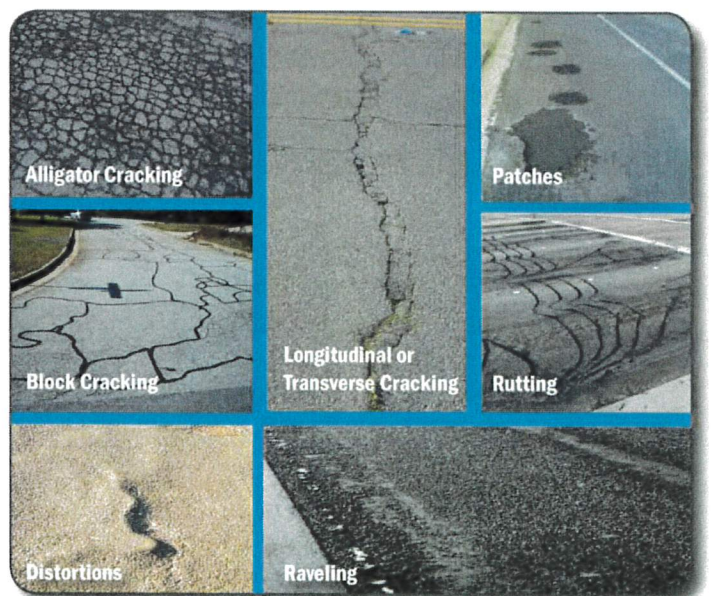
During the field review, NCE will review and audit the street inventory, and will split/combine sections as appropriate based on field observations and historical data. In addition, new street sections will be included.

Pavement Inspections

In this task, the NCE team will perform pavement condition surveys using the StreetSaver® protocols on the City's entire network of 68 centerline miles. Any variation from the established procedures will be to accommodate unique local conditions, e.g., chip seals over portland cement concrete pavements, bleeding, edge cracking, etc. Any areas, which are not typical of the entire section, will be inspected and recorded as a special sample unit.

All data collected from the condition surveys will then be uploaded into the StreetSaver® database. This task will be performed at NCE's office in order to provide Quality Control of all data entered into the system. NCE will then perform the pavement condition index (PCI) calculations, and correct any errors found.

Individual City staff may also accompany NCE's field crews for up to ½ day each – to gain hands-on training at no additional cost. We have found that this is the most effective training method for agency staff, as they become part of the data collection crew, rather than just an observer.



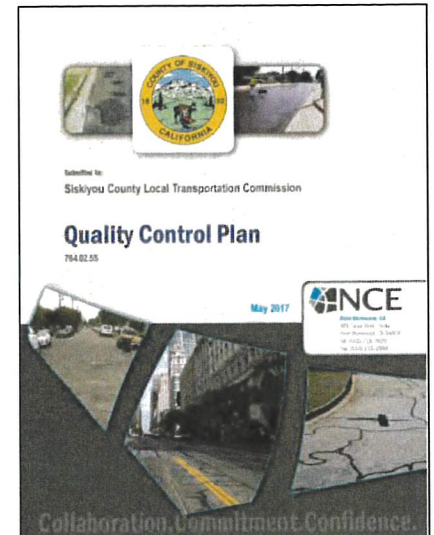
Note that this scope of work and condition surveys do not address issues including, but not limited to traffic, safety and road hazards, geometric issues, road shoulders, sidewalks, curb and gutters, drainage issues or short term maintenance that should be performed.

Quality Control Plan

Quality control checks are critical when a large amount of data needs to be collected and processed. As part of NCE's goal to provide a superior quality product for our clients, we incorporate a QC component into all of our projects. For this project, we have proposed the inclusion of a QC Manager, Dr. James Signore. He will be responsible for:

- ❏ Calibrating all data collection activities
- ❏ Reviewing field activities, including spot checks on the field crews
- ❏ Reviewing field procedures and making changes, as needed
- ❏ Comparing the field data collected with on-site conditions
- ❏ Reviewing all data entry functions, including random spot checks
- ❏ Reviewing reports generated and analyses performed to ensure a quality product

NCE will prepare a QC Plan that is consistent with MTC's requirements and a draft QC plan will be submitted to the City prior to any field work.



Curb Ramps

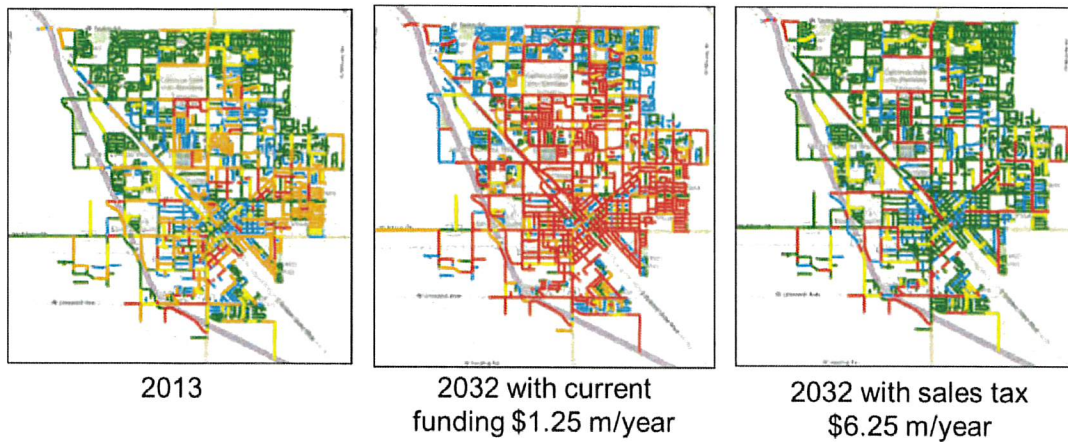
It is our understanding that the City has data on curb ramps in Excel format and geo-coordinates; this will be imported into the StreetSaver® asset module. It is assumed that the City has purchased a license for this module.

GIS Maps

NCE will also upload an updated street centerline shape file to link with StreetSaver®. Once linked, this module can produce GIS maps to illustrate the results of the analysis. Built-in queries are available within StreetSaver® to generate maps or export to shape files such as:

- ❏ PCI Range by street section
- ❏ Future PCI by street section
- ❏ Maintenance Treatment History
- ❏ Impacts of different budget scenarios
- ❏ Sections Selected for Treatment

Once linked, powerful maps can be generated within minutes, as shown in the example below.



This assumes that the City has an accurate and updated road centerline shapefile.

Deliverables:

- QC Plan
- PCI report and updated StreetSaver® database
- Curb ramp module populated with data from the City

Task 3. Maintenance and Rehabilitation Strategies

NCE will review maintenance and rehabilitation (M&R) strategies with City staff; this will include the recommendation and selection of appropriate treatments and the determination of treatment unit costs. This will also be an appropriate time to review the use of new/sustainable treatments or materials, such as portland cement concrete (PCC) bonded overlays, rubberized asphalt, rubberized cape seals, microsurfacing, rejuvenators, CIR, FDR, warm mix asphalt, etc.



NCE's experience in pavement engineering and design, as well as local conditions, allows our staff to be able to provide the City with solutions that are innovative, sustainable, practical, and workable. For example, Dr. James Signore has recently worked with Sonoma County to develop strategies for low volume rural roads that can save considerable costs (see example graphic – savings of \$100 million were recommended to Sonoma County). He will share his knowledge from research on new pavement materials and designs and apply them as appropriate.

Development of the M&R decision tree is a critical step in any pavement management update as it has a direct and significant impact on the final work plan, as well as the budgeting consequences.

Since paving construction costs have increased dramatically in recent years (as much as three times in some cases), NCE will review any recent bid tabs, together with those from neighboring agencies, as appropriate. In addition, unit prices will be fully loaded rates, and will include not just contractors' prices, but also design, inspection and testing costs.

Deliverables:

- M&R strategies and updated StreetSaver® decision tree

Task 4. Budget Analysis and Funding Scenarios

NCE will perform a **Budget Needs** analysis using an analysis period to be determined by City staff (can be as long as 30 years). The Needs Analysis identifies road sections that need treatment and applies the M&R decision trees to each section. The costs are then summed for the entire period. This forms the basis for performing Budget Scenario evaluations, which optimize the street sections for repair under constrained budgets.

In simple terms, the Budget Needs analysis answers the questions: “If I have unlimited funding for road maintenance and repair, which roads should I fix? When should I fix them? What treatments should I apply? How much will it cost?”

The **Budget Scenarios** evaluation prioritizes road sections for repair under constrained, realistic, budgetary assumptions. Multiple budget or target-driven scenarios will be performed after discussion with the City. The RFP indicates that the following scenarios are desirable:

- Budget needs assessment
- Impacts of existing budget
- Funding required to maintain existing PCI
- Funding to improve the PCI (by 5 points)
- Funding to improve network to regional target PCI

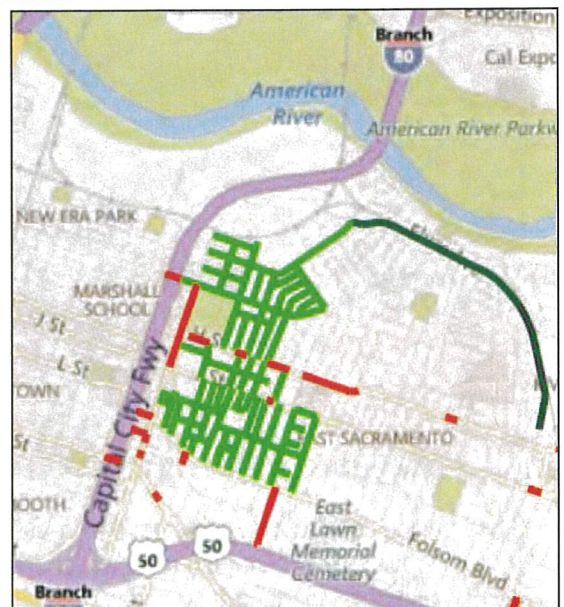
However, other scenarios may be desirable, e.g., impacts to model drops in funding if SB1 is repealed, or increases in funding, such as bond measures.

Simply put, this module answers the question: “If I only have limited funds for road maintenance and repair, which roads have the highest priority for repairs, when should I perform the repairs, and how much will it cost?”

As part of the analysis, NCE will update the database to include prioritization criteria such as vehicle ADT and bike facility so that a realistic workplan can be prepared. Finally, a multi-year CIP list will be developed. The graphic on the right illustrates what was prepared for the City of Sacramento for Council District 3.

Next, NCE will prepare a draft report for the City's review. The reports will contain, at a minimum, the following information:

- Executive Summary
- Study Objectives
- Description of methodology
- Inventory of all roads
- Current pavement conditions for all road classes
- Projected PCI under existing funding levels
- Multi-year plan for road maintenance, resurfacing, rehabilitation and reconstruction
- Impact of deferred maintenance (backlog) on the overall



- network condition
-  Recommended funding scenario
-  Recommended pavement strategies
-  GIS maps to show impacts of scenarios

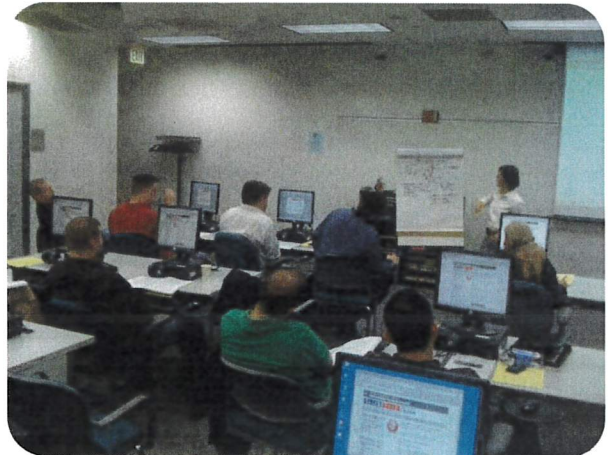
Deliverables:

-  Draft report (electronic copy)
-  Updated StreetSaver® database

Task 5. Training & Technical Support

NCE will prepare and present a one-day training class on the StreetSaver® program. The class will cover the following items:

-  Creating or editing street sections
-  Entering pavement distress data
-  Performing PCI Calculations
-  Entering maintenance and rehabilitation history
-  Revising the M&R decision tree
 - Identifying treatment strategies
 - Determining appropriate unit costs
-  Determining budget needs
-  Creating budget scenarios
 - Project selection tools
 - Target-driven analysis
-  Generating reports
 - Pre-defined reports
 - Budgetary reports
 - Custom reports
-  Generating GIS maps



It is assumed that the training will be conducted on-site and will include up to 3 City staff. *It is assumed that computers and internet access will be provided by the City.* NCE has prepared and trained over 100 agencies in California on StreetSaver® software. This includes developing all the training materials, ensuring interaction in the training as well as conducting the training. At the end of the training, City staff will be able to perform additional funding scenarios as desired, and generate new or revised multi-year work plans.

Note that NCE conducts two-day StreetSaver® training workshops in Oakland in March and October every year. There is no cost for licensed users of StreetSaver®, and should be considered if cost-savings on this task are desirable. Staff from the City of Seaside and Monterey have attended this workshop in the past.

Finally, up to 100 hours of technical support will be provided on a time and materials basis, as needed. It is our experience that much of this may be due to training new staff, preparing custom analyses or reports, or updating the maintenance history.

Deliverables:

-  Training manuals
-  Training workshop at City's offices
-  100 hours of technical support

Task 6. Final Reports/Council Presentations

Upon receipt of the City's comments on the draft report, NCE will incorporate all changes and submit the final report.

NCE will then make a presentation to City Council; this may be a short (15 to 20 minutes) informational item, or could be a longer (1-2 hours) educational/advocacy workshop, depending on the City's needs. NCE has recently completed similar presentations to the City of Scotts Valley as well as the Board of Supervisors in Amador, Ventura, Santa Cruz and Humboldt Counties.

NCE's value to the City is the information that we can provide from other agencies, and the perspective of our work from the California Statewide Needs Assessment study, which included an assessment of all 540 cities and counties.

This task includes one videoconference with City staff prior to the presentation to discuss items such as the goal of the presentation, the level of knowledge and backgrounds of the audience, the number of stakeholders involved and other potential issues.

Deliverables:

-  Final reports (2 hardcopies and 1 electronic copy)
-  Council presentation

"We have been happy with the work performed by Nichols Engineering (NCE)...Margot's presentation to our City Council was instrumental in getting their 'buy in' to use the Pavement Management System for our Pavement Rehabilitation programs. We have since awarded two Pavement Rehabilitation contracts based on their recommendations."

Elizabeth Chopp, P.E., Senior Engineer
City of Chula Vista

SCHEDULE (RFP QUESTION NO. 5)

NCE's proposed schedule for this project is detailed below.

Task Description	Weeks from Notice to Proceed											
	1	2	3	4	5	6	7	8	9	10	11	12
Task 1 - Kickoff Meeting												
Task 2 - Pavement Condition Surveys												
Task 3 - M&R Strategies												
Task 4 - Budget Analysis & Funding Scenarios												
<i>Draft Report</i>												
<i>City Review</i>												
Task 5 - Training & Tech Support	At City's convenience											
Task 6 - Final Report/Council Presentation												
<i>Final Report</i>												
<i>Council Presentation</i>	At City's convenience											

Assumptions

Task 2 assumes no weather delays.

Task 4 assumes 2 weeks for City review of draft report.

FIRM AND PRINCIPAL EXPERIENCE (RFP QUESTION NO. 6)

Per the RFP requirements, NCE's firm and principal experience is included as an exhibit. Please refer to Exhibit B – Firm and Principal Experience.

CONTRACT STATEMENT (RFP QUESTION NO. 7)

NCE respectfully submits the following proposed contract language modifications for the City's consideration. All proposed changes are in *red italics*.

(a) Indemnification for Professional Liability. Consultant shall indemnify, protect, *reimburse the apportioned costs to* 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, *pure economic* damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in **Exhibit A** without the written consent of the Consultant.

REFERENCES (RFP QUESTION NO. 8)

The following are NCE's references and the staff that have worked with them.

Reference	Key Staff
Robert Harary, PE, Director of Public Works City of Carmel-by-the-Sea (831) 620-2021	Margot Yapp, PE Mei-Hui Lee, PhD, PE David Bivins
Jessica Kahn, PE, Civil Engineer City of Scotts Valley (831) 438-5854	Margot Yapp, PE Mei-Hui Lee, PhD, PE Marvin Mann
Sui Tan, StreetSaver® Program Manager Metropolitan Transportation Commission (415) 778-6700	Margot Yapp, PE James Signore, PhD, PE Mei-Hui Lee, PhD, PE David Bivins Marvin Mann
Steve Jesberg, PE, Public Works Director City of Capitola (831) 475-7300 x217	Margot Yapp, PE James Signore, PhD, PE Mei-Hui Lee, PhD, PE Marvin Mann

COST PROPOSAL

Per the RFP requirements, NCE has enclosed our cost proposal and hourly fees in a separate sealed envelope.



Cost Proposal

NCE's cost proposal and hourly rates are detailed on the following pages.

Task Description	Hourly Breakdown by Personnel					Total Cost
	Project Manager	QC Mgr /Pavement Specialist	Project Engineer	Snr/Field Tech	Clerical	
Task 1 - Kickoff Meeting	6		6			\$ 2,700
Task 2 - Pavement Condition Surveys	2	8	16	128	32	\$ 25,600
Task 3 - M&R Strategies		12	6			\$ 3,300
Task 4 - Budget Analysis & Funding Scenarios	4	2	32			\$ 6,600
Task 5 - Training & Tech Support	8					
Training			12		4	\$ 2,640
Technical Support	8		92			\$ 14,760
Task 6 - Final Report/Council Presentation	8		8		4	\$ 4,000
Totals	36	22	172	128	40	\$ 59,600

Assumptions:

Task 2 assumes walking surveys on 68 centerline miles (448 sections) of streets. Field training for City staff at no additional cost.

Includes 5% QC and GIS linkage (assumes City has up-to-date GIS shapefile). Does not include MTC upload costs.

Task 4 includes draft report.

Meetings are included in Tasks 1, 3, 5 and 6.

Assumes that City has a current license of StreetSaver®.

SCHEDULE OF CHARGES 2017

PROFESSIONAL SERVICES

Principal	\$235/hour
Associate.....	\$190/hour
Senior	\$160/hour
Project.....	\$140/hour
Staff.....	\$125/hour

TECHNICAL SERVICES

Senior Construction Manager*	\$130/hour
Senior Designer	\$135/hour
Senior Technician	\$120/hour
Construction Inspector*	\$120/hour
CAD Technician	\$110/hour
Senior Field Scientist.....	\$115/hour
Field Scientist.....	\$95/hour
Project Administrator	\$95/hour
Field/Engineering Technician	\$95/hour
Clerical	\$80/hour

CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

Expert testimony in depositions, hearings, mediations, and trials will be charged at 300% of the above rates.

EQUIPMENT

Plotter Usage	(separate fee schedule)
Truck	\$100/day
Automobile	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing	\$3,500/Day
Coring.....	\$4,500/Day
Environmental Equipment	(separate fee schedule)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. cost + 15%

COMMUNICATION/REPRODUCTION

In-house costs for long-distance telephone, faxing, postage, printing and copying..... project labor charges x 5%

TERMS

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

* Rate will be adjusted by NCE to comply with the Prevailing Wage Rate Determinations in the locality of the work as set by the California Department of Industrial Relations.

Professional Design Services
2017 Pavement Management Program Update

EXHIBIT B

{Insert RFP}

REQUEST FOR PROPOSAL
FOR PAVEMENT CONDITION EVALUATION AND
PAVEMENT MANAGEMENT PROGRAM UPDATE
SEASIDE, CALIFORNIA

PROPOSALS DUE NOVEMBER 30, 2017
CITY OF SEASIDE

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I INTRODUCTION

The City of Seaside (CITY) is requesting proposals from qualified and interested consultant firms for professional services to update the City's Pavement Management Program (2017 PMP Update). The City's Pavement Management Program was developed by Nichols Vallergera and Associates in 1999 and since then street assessments and updates have been maintained by city staff. The 2017 PMP Update will be used for implementing street improvements funded by Measure X and SB1 funds received from the Transportation Agency for Monterey County (TAMC). The selected consultant shall perform the tasks specified in the "Scope of Work" section of the Request for Proposal (RFP). The consultant is encouraged to suggest additions or modifications to the scope that will enhance or clarify the 2017 PMP Update and the suggestions should be incorporated into the proposal.

II BACKGROUND

The City's pavement management software is StreetSaver® online version developed by the Metropolitan Transportation Commission (MTC). The 2017 PMP Update will include a comprehensive survey of City streets and roadway systems. Services requested include performing condition survey over the complete network of the street section, adding streets that are currently not in the system, inputting all data collected during the survey into the City's PMP, and performing the work outlined in the Scope of Work. The City of Seaside is approximately 10 square miles with approximately 68 center lane miles. There are a total of 448 street sections in the current pavement management program.

III SCOPE OF WORK

The overall goal of this program is to provide the tools and training to develop and maintain the Pavement Management Program for future years, and to report the results in compliance with Measure X. The consultant shall provide current pavement conditions surveys for the roads within Seaside; recommend appropriate treatment strategies; provide budget analysis and future year funding scenarios; provide personnel training; and provide final reports. The Consultant's proposal should include a summary of the project understanding, approach, proposed scope, schedule with deliverables and budget. Failure to submit information in accordance with the RFP's requirements and procedure may be cause for disqualification.

The scope of work should include, but is not limited to:

1. Kick-off Meeting
 - a. Discuss Project guidelines and standardization of services, deliverables formats, and project administration.
 - b. Discuss with representatives from the City about the current procedures for pavement maintenance, available resources, historical expenditure levels, and desired service levels. This will help the individuals responsible for the work described in the RFP to gain an understanding of the City's unique needs.

- c. Coordinate with City representatives to review historical maintenance information and to make sure information is accurately incorporated into the database and the pavement condition rating.
- 2. Pavement Condition Surveys:
 - a. Incorporate Curb Ramp module into existing StreetSaver® Program.
 - b. Review and audit the database inventory of the City's roadway network, split or combine, or add new sections as necessary. (eg., GIS/PMP linkage, functional class, surface type, length, width, and number of lanes, ADT).
 - c. Update the GIS Mapping feature for the street network.
 - d. Perform pavement inspections on the approximately 68 centerline miles of roadway and curb ramp data. Condition surveys shall be performed to identify pavement distress in accordance with the latest MTC Pavement Distress Manuals (AC 4th Editions, PCC 3rd Edition, March 2016). The survey information to be collected and/or verified shall at a minimum include: Street geometric (length, width, section area), functional class, surface type, surface condition, surface distress, and pavement condition index (PCI). Eight pavement distresses of flexible pavement to be inspected will include but are not limited to: alligator cracking, block cracking, distortions, longitudinal and transverse cracking, patching and utility cuts, rutting and depressions, weathering, and raveling. Rigid pavements will include seven distresses: corner break, divided (shattered) slab, faulting, linear cracking, patching and utility cuts, scaling/map cracking/crazing, and spalling. The Consultant shall be required to display competency and accuracy in performing inspection. All inspectors employed or contracted by the Consultant must be certified by Metropolitan Transpiration Commission (MTC). The Certification issued is valid for two (2) years, and shall be renewed upon passing an inspection test. The Consultants method of inspection used for condition surveys must be consistent with the method used to demonstrate ability to perform PMP distress surveys.
 - e. Implement a Quality Control Plan. This Plan should check that the Consultant uses reasonable quality control and manages the data collection process to effectively provide data that meets the MTC requirements.
- 3. Maintenance and Rehabilitation Strategies
 - a. Update maintenance and rehabilitation strategies including appropriate treatments such as slurry seals, chip seals, overlays, reconstruction and the determination of treatment unit costs.
- 4. Budget Analysis and Funding Scenarios
 - a. A minimum of five budget and/or target-driven scenarios analysis and show impact through the use of GIS maps in the StreetSaver® GIS Toolbox. This shall include the following scenarios:
 - i. Budget Needs Assessment
 - ii. Utilize Existing Budget
 - iii. Maintain Current Pavement Condition Index (PCI)

- iv. Improve Network PCI (by 5 pts)
 - v. Improve Network to Regional Target PCI
 - b. Program criteria for project ranking should include vehicle ADT, roadway classification, current bicycle facility, and PCI.
 - c. Provide recommendations, if shortfalls exist, for how the City can employ better preventive maintenance strategies or increase funding by proposing a preferred future budget level.
 - d. Deliver a draft updated pavement management database, and Budget Options Report containing the above information, to the City for their review.
- 5. Training
 - a. Provide training to City Staff on StreetSaver® program including data entry, report generation, repair history, use of the GIS toolbox, performing PCI calculations, and budget analysis.
 - b. Respond to on-call support for 1 year on a time and material basis for estimated 100 hours.
- 6. Final Reports/Council Presentations
 - a. Prepare final report and PowerPoint presentation for City Council. Presentation shall provide a summary of the pavement network and shall include budgets and planning recommendations.

Project Schedule

The Consultant shall develop a project schedule that allows for adequate time for all deliverables to be prepared by the Consultant and provide two weeks for city staff review. The Consultant must provide a schedule of activities assuming a notice to proceed has been issued by January 5, 2018 and completion by June 30, 2018.

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. 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.
5. The Consultant shall provide at least two (2) hard copies of all draft and at least three (3) hard copies of all final reports. All documents shall also be submitted electronically as MS Office 2010® formatted documents.
6. 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 five (5) years of professional experience using MTC Streetsaver Online software; shall have certified raters with a minimum of three (3) years' experience; 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 to perform the services outlined in the Scope of Work.

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 StreetSaver® software. 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. 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 individuals, 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. Emails with questions related to this RFP should include, "Question Regarding 2017 Pavement Management Program Update," 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. 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 Thursday, November 30, 2017, addressed as follows:

Ms. Leslie Llantero
Proposal for 2017 Pavement Management Program Update
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	November 2, 2017
Questions due to the City	November 9, 2017
Answer to questions posted on website	November 16, 2017
Proposals Due to City of Seaside	November 30, 2017
Identification of Top-Ranked Firm by City	December 7, 2017
Negotiations with Top-Ranked Firm	December 11-13, 2017
Approval of Selection and Contract by City Council	January 4, 2017

X ACCEPTANCE OR REJECTION OF PROPOSAL

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

XI GENERAL DESCRIPTION OF PROPOSED AGREEMENT

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



**PROFESSIONAL DESIGN SERVICES FOR
2017 Pavement Management Program**

**ADDENDUM No. 1
November 20, 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.

ANSWERS TO QUESTIONS

1. Is the City participating in the TAMC pavement management program?

The City is not participating in the TAMC pavement management program.

2. Does Seaside's Streetsaver ® database have the Street Centerline GIS shape file integrated with the GIS tool box?

The GIS files currently in the Streetsaver® database are from TIGER, but the Consultant needs to review the City's GIS shape files and coordinate with Metropolitan Transportation Commission (MTC) to incorporate the City GIS files into the Streetsaver® GIS system.

3. Would the Curb Ramp Module be purchased from MTC? Does the City have existing curb ramp data available? Will the City require GIS mapping integration for the curb ramps?

The City will purchase the Curb Ramp Module. The City has existing curb ramp data available assessing the curb ramps for ADA compliance in an excel format with geo spacial reference.

4. Would Seaside provide ADT data to be populated in the Streetsaver® program?

The City will provide ADT data. Consultant does not need to obtain ADT.

5. Elaborate on "current bicycle facility" and your expectations of the project ranking for this attribute?

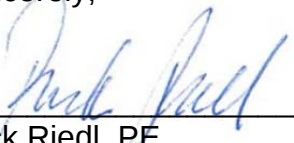
Based upon the City's General Plan, add an attribute to identify the current bicycle facility associated with each street segment.

6. Please confirm the pages that will be included in the 15 Page limit.

- a. Front cover - ***Not counted***
- b. Back cover - ***Not counted***
- c. Cover letter-***Counted***
- d. Table of contents-***Counted***
- e. Cost proposal (separate attachment) - ***Not counted***

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

Exhibit C
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Professional Design Services

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

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

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

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

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

Exhibit C
Agreement for Consultant Services
Professional Design Services

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

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

Exhibit C
Agreement for Consultant Services
Professional Design Services

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.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: January 18, 2018

**SUBJECT: RECEIVE PRESENTATION OF THE JUNE 30, 2017
COMPREHENSIVE ANNUAL FINANCIAL REPORT, THE SINGLE
AUDIT REPORT, THE GOVERNANCE LETTER AND THE GANN
LIMIT REPORT AND ACCEPT AND FILE THE REPORTS**

PURPOSE

The purpose of this item is to give the City Council the opportunity to receive, review, discuss and consider acceptance of the June 30, 2017 Comprehensive Annual Financial Report, the related Single Audit Report, the Governance Letter and the Gann Limit Report for the City of Seaside.

RECOMMENDATION

It is recommended that the City Council receive, review, discuss and accept and file the June 30, 2017 Comprehensive Annual Financial Report of the City of Seaside, the related Single Audit Report, the Governance Letter and the Gann Limit Report.

BACKGROUND

The City of Seaside's Comprehensive Annual Financial Report for the year-ended June 30, 2017 is complete and audited. The auditors have given us a clean opinion on the financial statements. This is the second year the City has completed a Comprehensive Annual Financial Report. Staff has submitted our report to the Government Finance Officers Award Program and to the California Municipal Finance Officers Award Program.

A copy of the City's Report is linked to this staff report. Also linked are the related Single Audit Report, the Governance Letter and the Gann Limit Report.

The firm of CliftonLarsonAllen LLP, from Roseville, California performed the City's audit for the year ending June 30, 2017, and for the five previous years. In prior years they were known

as Gallina LLP. They will make a presentation at the January 18th meeting and will be available to answer questions.

The Comprehensive Annual Financial Report, the Single Audit Report, the Governance Letter and the Gann Limit Report are available on the City's website here:

<http://www.ci.seaside.ca.us/192/Financial-Statements>

FISCAL IMPACT

The cost of the annual audit is included in the annual budget.

ATTACHMENTS

1. Supporting files available here: <http://www.ci.seaside.ca.us/192/Financial-Statements>
-

Reviewed for Submission to the
City Council by:

A handwritten signature in blue ink, consisting of a large, stylized 'C' followed by several horizontal strokes.

Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: January 18, 2018

SUBJECT: RECEIVE THE 2017-2018 MID-YEAR BUDGET REPORT, ACCEPT AND FILE THE REPORT, PROVIDE DIRECTION TO STAFF AND CONSIDER ADOPTION OF A RESOLUTION APPROVING THE PROPOSED 2017-2018 MID-YEAR BUDGET ADJUSTMENTS

PURPOSE

The purpose of this item is to provide the City Council the opportunity to receive the report on the 2017-2018 Mid-Year Budget, accept and file the Report, provide direction to staff as desired and consider adoption of a resolution approving the proposed 2017-2018 Mid-Year Budget adjustments.

RECOMMENDATION

It is recommended that the City Council accept and file the 2017-2018 Mid-Year Budget Report, provide direction to staff as desired and adopt the attached resolution approving the proposed 2017-2018 budget adjustments, with a net increase of \$407,908 of revenue over expenditures.

BACKGROUND

The City of Seaside's 2017-2018 Budget was adopted by the City Council on June 27, 2017. The 2017-2018 Budget was adopted with a surplus of \$82,080. It is based on the City's strategic direction of improving the quality of life and achieving fiscal strength.

The Adopted Budget includes two new revenue sources from voter approval of initiatives: one to increase the local transaction tax and the other to welcome newly legal cannabis businesses to Seaside.

Three major categories of enhanced effort are included in the 2017-2018 Adopted Budget: 1) community and capital improvements, including street repairs, Cutino Park improvements, and improvements to other parks; 2) service improvements, through increases in staffing; and 3)

programming enhancements, including beginning a Farmers' Market, hosting a community fireworks display, improvements to the City's social media presence, and providing opportunities for CSUMB interns.

MID-YEAR ANALYSIS

To best ensure that the City is on track with the currently adopted 2017-2018 budget, and to review the City's current revenue situation, the City Council conducts a mid-year budget review. The purpose of the mid-year budget review is to present the latest information that we have to enable the Council to make budget adjustments, if needed, or if indicated by changed circumstances and in the best interests of the community.

GENERAL FUND OVERVIEW

The General Fund Budget for Fiscal Year 2017-2018 was balanced at adoption, with a surplus of \$82,080. The Audited Financial Statement for the year ended June 30, 2017 reflects a fund balance increase of \$729,349.

The 2017-2018 proposed General Fund mid-year adjustments are:

Revenue Estimate Increases	\$1,047,908
Projected Expenditures Increases	<u>\$ 640,000</u>
Net Revenue Increase	\$ 407,908

The adjustment for fire operations overtime is due to a retirement and several injuries. Because of minimum staffing requirements, overtime is needed in order to have the required number of firefighters on duty.

For a complete list of proposed mid-year adjustment see Attachment 1.

OTHER FUNDS

There are a few minor adjustments in other funds. See Attachment 1.

FISCAL IMPACT

There is no direct fiscal impact related to this action. If adopted, the adjustments would become part of the budget and funds would be spent within the budget appropriations.

ATTACHMENTS

1. Proposed Mid-Year Adjustments
 2. 2017-2018 Mid-Year Budget Resolution
 3. Resolution - Exhibit A - Revenue Adjustments
-

4. Resolution - Exhibit B - Expenditure Adjustments

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

PROPOSED EXPENDITURE ADJUSTMENTS

Decision Already Made, Expenditure Savings, Mission or Vision Critical, Referenced During Strategic Planning, Revenue Neutral and Potentially Positive, Miscellaneous

	Increases	Decreases
General Fund Operations:		
Decision Already Made:		
Community Development Part-time	\$ 15,000.00	
Keep Ft. Ord Wild Settlement (funded in-part from the \$200,000 Monterey Downs Settlement payment)	\$ 163,550.00	
LandWatch Monterey County Settlement	\$ 136,450.00	
Engineering - consultant and contract services	\$ 30,000.00	
Community Center - equipment	\$ 15,000.00	
Expenditure Savings:		
Mission or Vision Critical:		
Fire Operations - Overtime	\$ 100,000.00	
Police Reserve - Part time	\$ 15,000.00	
Police Administration - Consultant	\$ 25,000.00	
Community Development - Satellite Office (funded in-part from \$25,000 received from Main Gate Developer)	\$ 95,000.00	
Referenced during Strategic Planning:		
Public Works - Transfer to Street Fund for street work	\$ 5,000.00	
Community Fireworks Event additional funding (current budget \$20,000)	\$ 20,000.00	
Revenue Neutral or Potentially Positive:		
Miscellaneous:		
Other - no cost items; expenditures moved from one account to another:		
City Attorney - Legal Services to Personnel Legal Services	\$ 50,000.00	\$ 50,000.00
Fire Operations - Overtime (paid from salary savings)	\$ 125,000.00	\$ 125,000.00
Community Development Administration - Retirement costs from 2016 agreement (funded in-part from salary savings)	\$ 50,000.00	\$ 30,000.00
Public Works Community Projects - payroll costs transferred from Parks, Parks Facilities, Irrigation, Trees	\$ 50,000.00	\$ 50,000.00
OPERATIONS TOTALS	<u>\$ 895,000.00</u>	<u>\$ 255,000.00</u>
GRAND TOTAL GENERAL FUND OPERATING EXPENDITURE INCREASES	<u>\$ 640,000.00</u>	
Streets Fund:		
Subcontracted work	\$ 30,000.00	

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE ADOPTING THE ANNUAL 2017-2018 MID-YEAR BUDGET REPORT AND PROPOSED CHANGES TO THE BUDGET OF THE CITY OF SEASIDE FOR THE FISCAL YEAR 2017-2018

WHEREAS, the City Council of the City of Seaside reviewed and adopted the 2017-2018 Annual Operating Budget on June 27, 2017; and

WHEREAS, the City Council conducts an annual mid-year review of the Operating Budget; and

WHEREAS, the City Council of the City of Seaside has considered the Mid-Year Review and the Proposed changes to 2017-2018 Annual Budget; and

WHEREAS, the City Council is required to approve changes to the 2017-2018 Operating Budget by resolution.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside adopts the proposed modifications to the 2017-2018 Operating Budget, as detailed in Exhibit A & B, attached, as may be modified and incorporated by staff, as authorized.

PASSED AND ADOPTED at a meeting of the City Council of the City of Seaside duly held on the 18th day of January, 2018 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

PROPOSED REVENUE ADJUSTMENTS

Total General Fund Revenues Received as of 12/31/2017 \$11,082,717

	<u>Increases</u>	<u>Decreases</u>
General Fund:		
Property Tax Secured		\$ 60,000.00
Vehicle License Fee In-Lieu	\$ 135,000.00	
Transaction Tax - Measure L	\$ 200,000.00	
Transaction Tax - Measure R	\$ 300,000.00	
Sales Tax	\$ 100,000.00	
UUT Cal Am Water	\$ 100,000.00	
Building Permits	\$ 75,000.00	
Marijuana Permit Application Fees	\$ 119,000.00	
Monterey Downs Settlement, net of developer costs incurred	\$ 78,908.03	
TOTALS	<u><u>\$ 1,107,908.03</u></u>	<u><u>\$ 60,000.00</u></u>
NET GENERAL FUND REVENUE INCREASE	<u><u>\$ 1,047,908.03</u></u>	
 Streets Fund:		
Measure X Funding	\$ 200,000.00	
Cal Trans Grant		\$ 175,000.00
Transfer in from General Fund		\$ 25,000.00
TOTALS	<u><u>\$ 200,000.00</u></u>	<u><u>\$ 200,000.00</u></u>
NET CHANGE		<u><u>\$ -</u></u>
 CDBG Fund:		
Loan Payoffs	\$ 15,000.00	
 BJA Grant Fund:		
Grant revenue	\$ 39,416.00	
 Internal Service - Insurance Fund:		
Workers' Comp Recovery	\$ 50,000.00	

PROPOSED EXPENDITURE ADJUSTMENTS

Total General Fund Expenditures as of 12/31/2016 \$10,387,067

	<u>Increases</u>	<u>Decreases</u>
General Fund:		
Operations:		
City Council:		
Community Fireworks Event	\$ 20,000.00	
Keep Ft. Ord Wild Settlement (funded in-part from the \$200,000 Monterey Downs Settlement payment)	\$ 163,550.00	
LandWatch Monterey County Settlement	\$ 136,450.00	
City Attorney - From Legal Services to Personnel Legal Services	\$ 50,000.00	\$ 50,000.00
Police:		
Administration - Consultant	\$ 25,000.00	
Reserve - Part time	\$ 15,000.00	
Fire:		
Operations - Overtime (funded in -part from salary savings)	\$ 225,000.00	\$ 125,000.00
Community Development:		
Administration - Retirement costs from 2016 agreement (funded in-part from salary savings)	\$ 50,000.00	\$ 30,000.00
Administration - Part time	\$ 15,000.00	
Satellite Office (funded in-part from \$25,000 received from Main Gate Developer)	\$ 95,000.00	
Public Works:		
Transfers Street Fund	\$ 5,000.00	\$ -
Community Projects - payroll costs transferred from Parks, Parks Facilities, Irrigation, Trees	\$ 50,000.00	\$ 50,000.00
Engineering - consultant and contract services	\$ 30,000.00	
Recreation:		
Community Center - equipment	\$ 15,000.00	
	<u>\$ 895,000.00</u>	<u>\$ 255,000.00</u>
OPERATIONS TOTALS	<u><u>\$ 895,000.00</u></u>	<u><u>\$ 255,000.00</u></u>
TOTAL GENERAL FUND EXPENDITURE INCREASE	<u><u>\$ 640,000.00</u></u>	
Streets Fund:		
Subcontracted work	\$ 30,000.00	