



CITY OF SEASIDE
CITY COUNCIL

AGENDA

REGULAR MEETING
COUNCIL CHAMBER
440 Harcourt Avenue
Thursday, October 4, 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	Council Member
Jason Campbell	Council Member
David R. Pacheco	Council Member
Kayla Jones	Council Member

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

4. **REVIEW OF AGENDA**

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

5. **PUBLIC COMMENT**

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

6. **PUBLIC AGENCY COMMUNICATIONS**

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

7. **PRESENTATIONS**

A. **ISSUE A PROCLAMATION RECOGNIZING OCTOBER 2018 AS DOMESTIC VIOLENCE AWARENESS MONTH IN SEASIDE**

B. **ISSUE A PROCLAMATION RECOGNIZING THE 2018 FIRE PREVENTION WEEK IN THE CITY OF SEASIDE**

C. PROCLAMATION RECOGNIZING THE SECOND MONDAY OF OCTOBER AS INDIGENOUS PEOPLE'S DAY

D. PRESENTATION ON THE APPLICATION PROCESS FOR SHORT TERM RENTALS

E. PRESENTATION ON THE CAMPUS TOWN SPECIFIC PLAN

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 AND FILE CITY CHECKS

PURPOSE & RECOMMENDATION: It is requested that the City Council approve and file the accounts payable and wired payments made during the period of September 8, 2018 through September 25, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of September 13, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,642,359.68.

B. CONSIDER APPROVAL OF THE TRAFFIC ADVISORY COMMITTEE (TAC) RECOMMENDATIONS.

PURPOSE & RECOMMENDATION: The purpose of this item is to consider approval of the Traffic Advisory Committee (TAC) recommendations from their regular TAC meeting on September 18, 2018 as follows:

Approve the installation of two way-finding signs for California State University at Monterey Bay (CSUMB) along General Jim Moore Blvd.

It is recommended that the City Council approve the installation of the two way-finding signs along General Jim Moore Blvd.

C. APPROVE A FEE WAIVER REQUEST FROM SEASIDE HIGH SCHOOL FOR COSTS ASSOCIATED WITH THE ANNUAL HOMECOMING PARADE

PURPOSE & RECOMMENDATION: The purpose of this item is for City Council to consider the request from Seaside High School for a waiver of the costs for Public Works and Police services in the amount of Six Hundred Sixty Five dollars and Thirty-Eight cents (\$665.38) associated with the 2018 Homecoming Parade scheduled for October 26, 2018.

It is recommended that the City Council approve this request.

D. ADOPT A RESOLUTION DECLARING A SHELTER CRISIS PURSUANT TO SB 850(CHAPTER 48, STATUTES OF 2018 AND GOVERNMENT CODE § 8698.2) FOR ELIGIBILITY OF HOMELESS EMERGENCY AID PROGRAM (HEAP) FUNDING

PURPOSE & RECOMMENDATION: The purpose of this item is to have the City Council approve a resolution declaring a shelter crisis in order to be eligible for HEAP funding. It is recommended that the City Council approve the attached resolution.

E. APPROVAL FOR COMMUNITY BASED ORGANIZATIONS MEMORANDUM OF UNDERSTANDING'S (MOU) - FISCAL YEAR 2018 – 2020 CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION (CalVIP) GRANT

PURPOSE & RECOMMENDATION:

The purpose of this item is to have the City Council approve Memorandums of Understanding (MOUs) for Community Based Organizations (CBOs) to receive California Violence Intervention and Prevention grant funding for the Fiscal Year 2018-2020.

It is recommended that the City Council accept the MOU's for the fiscal year 2018 - 2020 California Violence Intervention and Prevention Grant.

9. BUSINESS ITEMS

A. ADOPT A RESOLUTION AWARDED A CONSTRUCTION CONTRACT TO KVENLID CONSTRUCTION, INC FOR AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00) FOR CONSTRUCTION OF THE PORTAL PROJECT

PURPOSE & RECOMMENDATION: The purpose of this item is to have the City Council approve a construction contract to Kvenild Construction, Inc for an amount not to exceed Fifty Thousand Dollars (\$50,000) for the Portal Project and authorize the City Manager to execute the agreement.

B. ADOPT A RESOLUTION APPROVING AN AGREEMENT WITH EVERYONE'S HARVEST TO MANAGE THE SEASIDE CERTIFIED FARMER'S MARKET YEAR ROUND ON THE 600 BLOCK OF BROADWAY AVENUE AND TO APPROVE STREET CLOSURES FOR THIS RECURRING EVENT

PURPOSE & RECOMMENDATION: This action is to adopt a resolution authorizing the City Manager to execute and agreement with Everyone's Harvest to facilitate the Seaside Farmer's Market year round and to approve street closures for the event every Saturday.

C. ADOPT A RESOLUTION APPROVING THE FIRE PROTECTION AGREEMENT BETWEEN THE CITY OF DEL REY OAKS AND THE CITY OF SEASIDE FOR THE PERIOD OF JULY 1, 2019 TO JUNE 30, 2022

PURPOSE & RECOMMENDATION: It is recommended that the City Council approve the attached resolution authorizing the City Manager to enter into an additional three year agreement for fire protection services with the City of Del Rey Oaks.

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:
October 18, 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.

City of Seaside PROCLAMATION



Domestic Violence

Awareness Month

October 2018

***WHEREAS,** although progress has been made toward breaking the cycle of violence and providing support to victims and their families, much work remains to be done; and*

***WHEREAS,** domestic violence programs in California provide essential, lifesaving services for victims and their children fleeing violence; and*

***WHEREAS,** there is a need to increase the public awareness and understanding of domestic violence and the needs of victims; domestic violence affects women, men, and children of all racial, ethnic, cultural, social, religious, and economic groups in California and here in Seaside; and*

***WHEREAS,** all victims deserve access to culturally appropriate programs and services to increase their safety and improve their life situations; approximately 1 in 4 of California women experience physical intimate partner violence in their lifetimes; and*

***WHEREAS,** The City of Seaside recognizes the vital role that all citizens can play in preventing and, one day, ending domestic violence.*

***NOW THEREFORE, BE IT PROCLAIMED,** that I, The Honorable Ralph Rubio, Mayor of the City of Seaside, on behalf of the City Council, do hereby recognize October 2018, as National Domestic Violence Awareness Month.*


Ralph Rubio, Mayor

October 4, 2018

City of Seaside PROCLAMATION



Fire Prevention Week

October 7 – 13, 2018

***WHEREAS,** the City of Seaside, California is committed to ensuring the safety and security of all those living in and visiting Seaside; and*

***WHEREAS,** fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and*

***WHEREAS,** home fires killed 2,735 people in the United States in 2016, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 352,000 home fires; and*

***WHEREAS,** the majority of U.S. fire deaths (4 out of 5) occur at home each year; and*

***WHEREAS,** the fire death rate per 1000 home fires reported to U.S. fire departments was 10 percent higher in 2016 than in 1980; and*

***WHEREAS,** Seaside's residents should identify places in their home where fires can start and eliminate those hazards; and*

***WHEREAS,** working smoke alarms cut the risk of dying in reported home fires in half; and*

***WHEREAS,** Seaside's residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and*

***WHEREAS,** Seaside's residents should listen for the sound of the smoke alarm and when it sounds respond by going outside immediately to the designated meeting place; and*

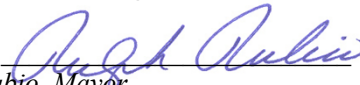
***WHEREAS,** Seaside's residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and*

***WHEREAS,** Seaside's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and*

***WHEREAS,** Seaside's residents are responsive to public education measures and are able to take action to increase their safety from fire, especially in their homes; and*

***WHEREAS,** the 2018 Fire Prevention Week theme, "Look.Listen.Learn. Be aware – fire can happen anywhere" effectively serves to remind us that we need to take personal steps to increase our safety from fire.*

***NOW THEREFORE, BE IT PROCLAIMED,** that I, The Honorable Ralph Rubio, Mayor of the City of Seaside, California, on behalf of the City Council do hereby proclaim October 7 - 13, 2018, as "**Fire Prevention Week**" throughout this city, and I urge all the people of Seaside to be aware of their surroundings, look for available ways out in the event of a fire or other emergency, respond when the smoke alarm sounds by exiting the building immediately, and to support the many public safety activities and efforts of Seaside's fire and emergency services during Fire Prevention Week 2018.*


Ralph Rubio, Mayor
October 4, 2018

City of Seaside PROCLAMATION



Indigenous People's Day

WHEREAS, the narrative that Christopher Columbus discovered America is both inaccurate and insensitive to the Indigenous Peoples of the lands that would later become known as the Americas; and

WHEREAS, Indigenous people are the forbearers of this land and had been for time immemorial, the City of Seaside recognizes that Seaside is built upon the homelands and villages of the Indigenous Peoples of this region; and

WHEREAS, the land that is currently known as Monterey County was originally inhabited by the Ohlone/Costanoan-Esselen Nation; and

WHEREAS, the City of Seaside has a responsibility to oppose racism, including systemic racism towards Indigenous People in the United States, which perpetuates poverty and income inequality, while exacerbating disproportionate health, education, and social mobility outcomes; and

WHEREAS, the City of Seaside understands the conventional narrative of the founding of America to be a one-sided and hopelessly incomplete history; and

WHEREAS, Christopher Columbus did not discover America, but rather opened the epoch of the systematic annihilation of Indigenous Peoples by European powers; and

WHEREAS, Columbus's journeys were the catalyst leading to the creation of Spanish missions across California, missions that attempted to strip the Indigenous Peoples of their culture, language, identity, and spiritual beliefs;

WHEREAS, the celebration of Columbus Day ignores the legacy of violence Indigenous Peoples suffered at the hands of European powers, and can be understood to celebrate this genocidal violence; and

WHEREAS, Indigenous Peoples' Day is declared as an internationally-recognized holiday by the United Nations;

NOW, THEREFORE BE IT RESOLVED; The City of Seaside encourages businesses, organizations, and public institutions to recognize Indigenous Peoples' Day, and encourages all to reflect upon the spirit of discovery, reverence and authentic connection to place which underlies a stewardship ethic for land which we occupy for fleeting slices of time, remembering that we do not inherit land from our ancestors as much as we borrow it from our children.

October 5, 2017



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Economic Development Manager

DATE: October 4, 2018

**SUBJECT: PRESENTATION ON THE APPLICATION PROCESS FOR SHORT
TERM RENTALS**

PURPOSE & RECOMMENDATION

To receive a presentation regarding the status and process of accepting Short Term Rental applications.

BACKGROUND

The City of Seaside has been accepting paper applications for short-term rental licenses, and as of September 25, 2018, there have been 28 applications so far. However, early in October, the STR Helper software is anticipated to be online. Once STR Helper is online, the City will do an advertising campaign via social media and print media to reach interested short-term rental applicants. Applicants must have been operating a short-term rental prior to April 10, 2018 to apply for an STR license. Additional STR Helper modules will be added after the initial application module is complete.

Anyone interested in learning more about the City of Seaside short-term rental process can review the website at: <https://www.ci.seaside.ca.us/662/Short-Term-Rentals>

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

None

Meeting Date: October 4, 2018

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lori Merwin, Finance Assistant

DATE: October 4, 2018

SUBJECT: APPROVE AND FILE CITY CHECKS

PURPOSE & RECOMMENDATION

It is requested that the City Council approve and file the accounts payable and wired payments made during the period of September 8, 2018 through September 25, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of September 13, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,642,359.68.

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:

- \$527,163.43 for Payroll and benefits.
- \$24,882.13 to California-American Water for City of Seaside miscellaneous accounts - water consumption from 7/24/2018 to 8/22/2018.
- \$11,601.68 to National Meter & Automation for (40) Orion LTE cellular water meter endpoints and connectors.
- \$22,537.49 to National Meter & Automation for (4) 6" fire service water meters.
- \$43,563.95 to Pacific Gas & Electric for City of Seaside collective gas/electric

consumption from 7/24/2018 to 8/23/2018.

- \$24,889.00 to Randazzo Enterprises, Inc. for demolition services at 3 Noche Buena Street.
- \$10,900.00 to Whitson Engineers for Kimball Avenue drainage study through 9/7/2018.
- \$15,295.00 to Perry and Freeman for legal services for Keep Fort Ord Wild v. City of Seaside.
- \$20,391.47 to Marina Coast Water District for City of Seaside miscellaneous accounts - water consumption for July/August, 2018.
- \$287,592.93 to Monterey Peninsula Engineering for West Broadway Urban Village infrastructure improvements through 6/30/2018.
- \$19,936.10 to Emergency Vehicle Specialists for Fire Department radio supplies.
- \$16,037.46 to Corix Water Products, Inc. for 6" water pipe replacement supplies.
- \$43,115.64 to Peninsula Cadillac/Chevrolet for (2) used Chevy Malibu cars for the Police Department.
- \$94,770.86 to Garland/DBS, Inc. for Oldemeyer Center roof repair through 7/31/2018.
- \$13,753.73 to Verde Design, Inc. for Cutino Park improvement services from 7/26/2018 to 8/25/2018.
- \$25,728.83 to Torti Gallas and Partners, Inc. for Campus Town specific plan services for August, 2018.
- \$11,547.73 to Conexwest, Inc. for (2) 10' oak refurbished standard containers.

The remaining checks, totaling \$428,652.25 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

There is no additional impact at this time.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Meeting Date: October 4, 2018

Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Leslie Llantero, Assistant Engineer
Kristin Rice, Administrative Assistant

DATE: October 4, 2018

**SUBJECT: CONSIDER APPROVAL OF THE TRAFFIC ADVISORY
COMMITTEE (TAC) RECOMMENDATIONS.**

PURPOSE & RECOMMENDATION

The purpose of this item is to consider approval of the Traffic Advisory Committee (TAC) recommendations from their regular TAC meeting on September 18, 2018 as follows:

Approve the installation of two way-finding signs for California State University at Monterey Bay (CSUMB) along General Jim Moore Blvd.

It is recommended that the City Council approve the installation of the two way-finding signs along General Jim Moore Blvd.

BACKGROUND

Currently there are no wayfinding signs for CSUMB along General Jim Moore Boulevard. Chapters 2D and 9 of the MUTCD provides standard design of wayfinding signs and placement of signs, respectively. The signs shall be 36 inches by 24 inches and made of aluminum. CSUMB shall ensure the signs conform to the standard in shape, legend, and color per the MUTCD standards (see Attachment 1). The signs shall be mounted to 4x4 Pressure-Treated Douglas Fir wood posts. Installation of the sign posts shall require underground clearance with Underground Service Alert and hand-digging for the post holes. Signs and new posts will be located within the public right of way, 80" above grade, behind the back of the sidewalks at the locations shown in Attachment 2.

FISCAL IMPACT

There is no fiscal impact associated with this item. CSUMB is responsible for ordering,

installing and maintaining the two signs.

ATTACHMENTS

1. Sign
 2. Locations
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



36" wide by 24" high

Lettering is 7" tall

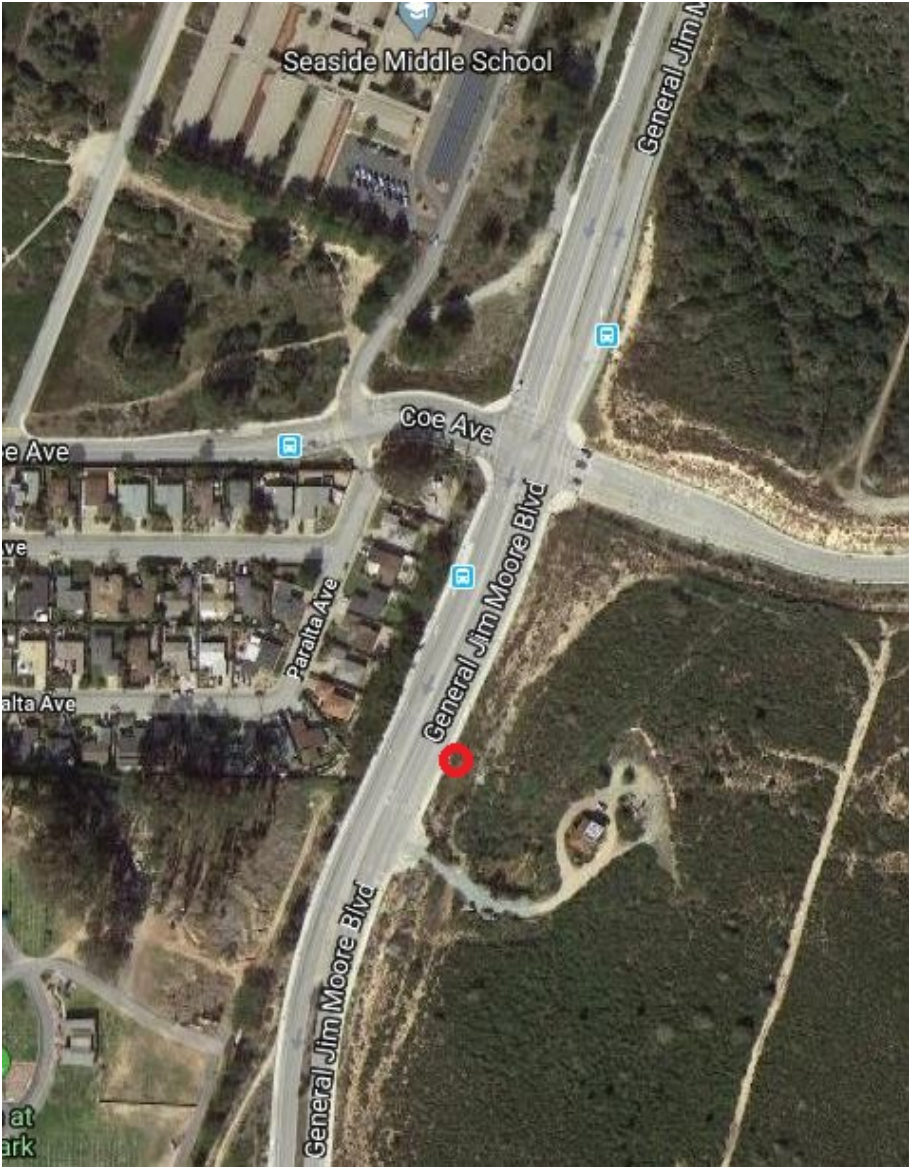
Arrow is 9" tall

Sign is to be position 80" above grade adjacent to the sidewalk



California State University
MONTEREY BAY

Just before Coe Ave/Eucalyptus Rd



Just before Broadway Ave





**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 Superintendent

DATE: October 4, 2018

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM SEASIDE HIGH
SCHOOL FOR COSTS ASSOCIATED WITH THE ANNUAL
HOMECOMING PARADE**

PURPOSE & RECOMMENDATION

The purpose of this item is for City Council to consider the request from Seaside High School for a waiver of the costs for Public Works and Police services in the amount of Six Hundred Sixty Five dollars and Thirty-Eight cents (\$665.38) associated with the 2018 Homecoming Parade scheduled for October 26, 2018.

It is recommended that the City Council approve this request.

BACKGROUND

Seaside High School is planning to hold their annual Homecoming Parade on Friday, October 26, 2018 at 3:15 p.m - 4:30 p.m. A Special Event Application was submitted for review by the Special Event Committee and they will provide proof of insurance. The attached information details the specifics of this event.

The last fee waiver submitted to the City Council for Seaside High School was approved on August 17, 2017. Therefore, staff is recommending approval of this request.

FISCAL IMPACT

The approximate fees which are applicable to the request are:

Police Fees:	\$515.00
Public Works Fees:	\$150.38
TOTAL	\$665.38

ATTACHMENTS

1. SHS Homecoming Parade Application to the Special Events Committee and Fee Waiver Application 2018.
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



City of Seaside
FEE WAIVER REQUEST

Name of Applicant Rikee Ross Organization Seaside High School
Address 2200 Noche Buena St. Seaside CA 93955
Street City State Zip
Home Phone 831 915 2935 Cell Phone 831 915 2935 Email Address ross@mpusd.net

Room(s) Requested N/A

Day(s) and Date(s) Requested October 26th

Hours Requested (include set-up time) 3:15 - 4:30 pm Estimated Attendance ±200

Description of Event Seaside High Homecoming Parade

Special Instructions or Equipment to Be Brought In _____

Reason for Requesting Fee Waiver

This event is for the community's entertainment in order to get them involved with Seaside High's event. We are hoping to build bonds with our surrounding community.

Have you received a Fee Waiver in the past? Yes ☒ No ☐

If so, what was the date of your event? August 2017

Is your organization based in Seaside? Yes ☒ No ☐

What percentage of your members or participants resides in Seaside? 100%

What is your organization's tax identification number? 77-0320712

Is organization able to provide liability insurance? Yes

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

Applicant Signature [Signature] Date 9/25/18

FOR OFFICE USE ONLY

Approved: _____
Denied: _____
Appealed: _____

Security Required? Yes ☐ No ☐ Notes: _____
Staff Approval: _____
Date: _____

Date: May 25, 2016

Dear Event Sponsor:

Welcome to the City of Seaside. The following pages include the City of Seaside's Special Events Application and accompanying instructions developed to guide you through the application process.

Effective February 6, 2014 a \$90.00 permit fee was approved by the Seaside City Council. Please enclose a check made out to the City of Seaside with your completed application. Once the completed form is received it will be distributed to all City departments and agencies affected by your event. You will then be notified of the status of your request. On behalf of the City of Seaside we thank you for contributing to the spirit and vitality of our City through the staging of your event. **Best wishes for a successful event!**

Nancy Towne
Recreation Services Manager
City of Seaside
986 Hilby Avenue
Seaside, CA 93955
(831) 899-6800
(831) 899-6274
Email: towne.nancy@ci.seaside.ca.us

SPECIAL EVENT APPLICATION

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

ORGANIZATION NAME Seaside High School
MAILING ADDRESS 2200 Noche Buena St. Seaside CA 93955
CONTACT NAME Rikee Ross PHONE# 831 915 2935
PHONE# 831 915 2935

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

EMAIL: rross@mpusd.net

EVENT NAME: Seaside High Homecoming Parade

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

Setup	Date _____	Time _____
Event Starts	Date <u>10/26/18</u>	Time <u>3:15</u>
Event Ends	Date <u>10/26/18</u>	Time <u>4:30</u>
Dismantle	Date _____	Time _____

SITE LOCATION 10/26 Friday - 3:15

DESCRIPTION OF EVENT-PLEASE ATTACH SITE/ROUTE MAP

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

SHS → Noche Buena → Playa Ave → Fremont
→ military → SHS

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for crowd control and internal security

Administration - Teachers - Liasons
6-10 adults

NAME OF SECURITY ORGANIZATION (If required)

Please attach security contract.

SIGNS POSTED 0

OF PARTICIPANTS ± 200

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

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

Parade Route

IF ADMISSION IS TO BE CHARGED, WHAT IS THE PRICE OF TICKETS FOR THE EVENT? N/A

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

() OTHER

Federal ID# _____

Event Benefiting: _____

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

Police - Public Works
Fire Dept will be contacted to be
in parade

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

Self-control
No messes ☺

PARKING ARRANGEMENTS:

Public Parking Needs _____

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

() P.A. System

() Generator(s)

() Amplified sound/music

() Booths

() Bleachers

() Cooking fuel

() Tents

() Banners

() Barricades

() Other _____

DO YOU INTEND TO SELL FOOD OR BEVERAGE?

If YES, please attach Health Department Food Vendor Certificate.

() YES (☒) NO

DO YOU INTEND TO SELL OTHER MERCHANDISE?

of Vendors _____

() YES (X) NO

Describe the type of merchandise.

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

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

If yes, please attach ABC license.

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

HOW WILL EVENT BE ADVERTISED AND PROMOTED?

VIA SHS website, social media

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

SHS Yearbook class

OTHER PERTINENT INFORMATION OR SPECIAL REQUESTS

Inviting City Council and mayor
to ride in our parade 😊

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

Permit Holder's Signature

Date

9/25/18

APPLICATION MUST INCLUDE:

Non-refundable Application Fee of \$90.00

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

Attach to application and mail to:

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

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

Specific Event

Conditions of Approval

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

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

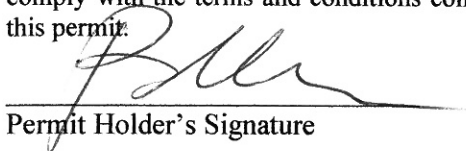
PROVISIONS

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

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

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

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


Permit Holder's Signature

Activities Director 9/29/18
Title Date

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

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

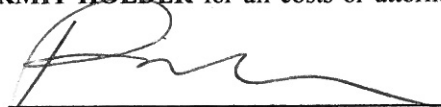
For final event approval, you will need commercial general liability insurance that names "the City of Seaside, its officers, employees and agents" as an additional insured and any other public entities impacted by this event. Insurance coverage must be maintained for the duration of the event. To determine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

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

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

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

9/25/18
Date


Signature of Permit Holder

.....
Administrative Use Only

Sign Off

☐ Building _____	☐ Recreation _____
☐ Planning _____	☐ Finance _____
☐ Police _____	☐ Public Works _____
☐ Fire _____	☐ County Health _____

Department Comments

Special Event application form
Revised February 18, 2014



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: October 4, 2018

**SUBJECT: ADOPT A RESOLUTION DECLARING A SHELTER CRISIS
PURSUANT TO SB 850(CHAPTER 48, STATUTES OF 2018 AND
GOVERNMENT CODE § 8698.2) FOR ELIGIBILITY OF HOMELESS
EMERGENCY AID PROGRAM (HEAP) FUNDING**

PURPOSE & RECOMMENDATION

The purpose of this item is to have the City Council approve a resolution declaring a shelter crisis in order to be eligible for HEAP funding. It is recommended that the City Council approve the attached resolution.

BACKGROUND

HEAP is a \$500 million block grant program designed to provide direct assistance to cities, counties and Continuums of Care (CoC). Seaside's CoC is the Coalition of Homeless Service Providers (Marina) and is the designated HEAP administrative entity/applicant. There are two application rounds, with the first starting in September of 2018 and ending December 31, 2018; the second round begins February 2019 and ends April 31, 2019. The HEAP funds are expected to be disbursed within 60 days of the application deemed complete date.

Seaside is included CoC CA-506, which includes Salinas, Monterey, and San Benito counties. Available funding is based on the total homeless population in 2017, the percent of total state homeless, and distribution of homeless population within the counties. The total amount available to CoC CA-506 is \$12,505,250.30. HEAP requires that 5% of that amount (\$625,262.52) be used to establish or expand services meeting the needs of homeless youth or youth at risk of homelessness. The CoC will establish a process to disburse funds to all eligible cities, counties, and nonprofit organizations.

Declaring a shelter crisis pursuant to SB 850 is mandatory in order to be eligible for HEAP funding, which could be used for the following:

- Services: Street outreach, health and safety education, criminal justice diversion

- programs, homelessness prevention activities, and other service activities.
- Rental assistance or subsidies: Housing vouchers, rapid re-housing programs, flexible housing subsidy funds, and eviction prevention strategies.
 - Capital improvements: Emergency shelter, navigation centers, transitional housing, permanent supportive housing, small/tiny houses, and improvements to current structures that serve homeless individuals and families. Some communities are discussing solutions to address homelessness and the public health crisis by using funds for handwashing stations or public toilet and shower facilities.
 - Administrative costs: are allowed, but capped at five percent of program funds. This does not include staff costs directly related to carrying out program activities.
 - Other

FISCAL IMPACT

There are no fiscal impacts to the City.

ATTACHMENTS

1. Draft Resolution
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

DECLARING A SHELTER CRISIS PURSUANT TO SB 850 (CHAPTER 48, STATUTES OF 2018 AND GOVERNMENT CODE § 8698.2) FOR ELIGIBILITY OF HOMELESS EMERGENCY AID PROGRAM (HEAP) FUNDING.

WHEREAS, California's Governor Edmund G. Brown, Jr. and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness;

WHEREAS, The Governor and Legislature have provided funding to local governments under the Homeless Emergency Aid Program as part of SB 850 and the 2018-19 Budget Act (Chapter 48, Statutes of 2018);

WHEREAS, The Governor and Legislature require jurisdictions seeking an allocation through the Homeless Emergency Aid Program to declare a Shelter Crisis pursuant to Government Code §8698.2;

WHEREAS, the City of Seaside is included in the County-wide Ten-Year Plan to End Homelessness and undertaken multiple efforts at the local level to combat homelessness;

WHEREAS, The City of Seaside finds that the number of homeless is significant, and these persons are without the ability to obtain shelter;

WHEREAS, The City of Seaside finds that the health and safety of unsheltered persons in the City of Seaside is threatened by a lack of shelter;

WHEREAS, The City of Seaside affirms the City of Seaside's commitment to combatting homelessness and creating or augmenting a continuum of shelter and service options for those living without shelter in our communities;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEASIDE, CALIFORNIA, that a shelter crisis pursuant to Government Code §8698.2 exists in the City of Seaside, and authorizes the City of Seaside's participation in the Homeless Emergency Aid Program.

PASSED AND ADOPTED by the City Council of the City of Seaside duly held on the 4th day of October 2018 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Ralph Rubio, Mayor

Attest: _____
Lesley Milton-Rerig, City Clerk



**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 Superintendent
Ashley Collick

DATE: October 4, 2018

**SUBJECT: APPROVAL FOR COMMUNITY BASED ORGANIZATIONS
MEMORANDUM OF UNDERSTANDING'S (MOU) - FISCAL YEAR
2018 – 2020 CALIFORNIA VIOLENCE INTERVENTION AND
PREVENTION (CalVIP) GRANT**

PURPOSE & RECOMMENDATION

The purpose of this item is to have the City Council approve Memorandums of Understanding (MOUs) for Community Based Organizations (CBOs) to receive California Violence Intervention and Prevention grant funding for the Fiscal Year 2018-2020.

It is recommended that the City Council accept the MOU's for the fiscal year 2018 - 2020 California Violence Intervention and Prevention Grant.

BACKGROUND

The California Violence Intervention and Prevention (CalVIP) program, through a competitive grant process, provides funds for cities that propose to use a local collaborative effort to reduce violence through the use of evidence-based prevention, intervention, and/or suppression activities.

On July 9, 2018 the City of Seaside was notified that the state had appropriated an additional \$9 million for the CalVIP Grant and the BSCC awarded funding to 19 additional cities including the City of Seaside. Funding will begin on September 1, 2018 and end on August 31st, 2020 and the initial budget proposal was modified and submitted to BSCC on July 31, 2018.

The CalVIP grant is a two-year cycle. \$250,000.00 will be allocated annually with 50% of the funds mandated specifically for Community Based Organizations (CBO). Funding for the CalVIP Program requires a dollar-for-dollar (100 percent) match (cash or in-kind) of the funds awarded to the recipient. Seaside's CalVIP Advisory and Coordinating Council is responsible for the selection of funding through a competitive RFP process.

Through this competitive process, six CBOs were awarded funding, Restorative Justice Partners, Partners for Peace, Community Partnership for Youth, Community Human Services, Ladies First, and The Village Project. The contract for the services of the grant evaluator, Jan Roehl is also included in the packet. Budget details are attached.

The Seaside CalVIP grant application was coordinated with the Seaside Blue Ribbon Task Force for the Prevention of Youth Violence, Seaside Finance Department, Seaside's CalVIP Advisory and Coordinating Council Seaside and other stakeholders.

FISCAL IMPACT

The City of Seaside will account for this grant in a Special Revenue fund. All revenues and expenditures will be accounted for in this fund. The grant is funded on a reimbursement basis. The City will bill the State quarterly for costs incurred.

ATTACHMENTS

1. Community Partnership for Youth
 2. Community Human Services
 3. Jan Roehl Consulting
 4. Ladies First
 5. Partners for Peace
 6. Restorative Justice Partners
 7. CAL VIP Budget
 8. Community Human Services
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF
SEASIDE AND COMMUNITY PARTNERSHIP FOR YOUTH**

This Memorandum of Understanding is made and entered into on September 1, 2018 by and between the City of Seaside, (hereinafter "CITY"), and Community Partnership for Youth (hereinafter "CPY").

I. PURPOSE

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

II. RESPONSIBILITIES/TERM/FUNDING

1. The grant performance period is September 1, 2018, through and including August 31, 2020.
2. CITY will contribute personnel to provide oversight to the Violence, Intervention and Prevention Program, coordinate activities among the participants, and attend the monthly meetings of the Blue Ribbon Panel, and the Coordinating and Advisory Council. The School Resource Officer will devote his/her time to the Resource Center during school holidays and summer months.
3. A CPY representative will attend the monthly Blue Ribbon Panel/Coordinating and Advisory Council meetings.
4. A CPY representative will attend the Multidisciplinary team meetings hosted by the Seaside Youth Resource Center.
5. The total cost is \$50,000 and CPY will receive \$40,000 which will be covered by the CalVIP grant. CPY will provide a 25% match (in kind) totaling \$10,000.
6. CPY will submit monthly invoices detailing expenses and match requirements, starting on October 1, 2018 and ending on September 31, 2020.
7. CPY will provide one on one mentoring at Colton Middle School, to empower

positive change in at risk youth through caring consistent relationships with CPY mentors.

8. CPY will provide City with records as requested pertaining to the enrollment and completion of program participants.
9. CPY will participate in a comprehensive evaluation of the CalVIP program, including obtaining informed consent from program participants to enable follow-up on individual outcome measures, and present a status report to the Coordinating and Advisory Council twice during the project period.
10. CPY must submit quarterly reports to the City of Seaside, providing information required by BSCC. (This includes descriptions of special events, significant activities and major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program, and other information as needed.
11. CPY must be in good standing and have been duly organized, in existence, and in good standing as of May 13, 2017
12. CPY must be registered with the California Secretary of State's Office, if applicable; have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship).
13. CPY must have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and have a physical address.
14. Projects must be cost-effective and meet a significant community need and/or impact a substantial number of individuals.
15. Grant funds can be used to supplement existing funds dedicated to the project, but may not replace (supplant) funds that have been appropriated for the same purpose.

III INDEMNIFICATION, NOTICES/TERMINATION/AUDIT AUTHORITY

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

2. CITY shall indemnify, defend and hold harmless CPY, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including,

without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

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

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

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

Shari Hastey
Community Partnership for Youth
775 Kimball Avenue #101
Seaside, CA 93955
Telephone: (831) 394-4279

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

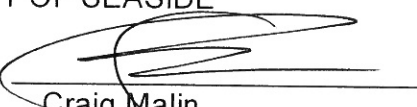
6. CPY shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this MOU; the accounting and control systems shall be satisfactory to CITY. CITY and CPY auditor shall be afforded access to the CPY's records, books, correspondence, and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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on September 1, 2018.

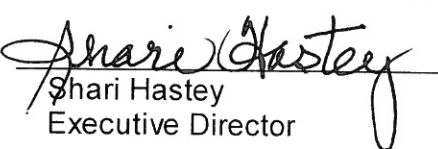
CITY OF SEASIDE

By: 

Craig Malin

Its: City Manager

COMMUNITY PARTNERSHIP FOR YOUTH

By: 

Shari Hastey

Its: Executive Director

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF SEASIDE AND COMMUNITY HUMAN SERVICES.

This Memorandum of Understanding is made and entered into on September 1, 2018 by and between the City of Seaside, (hereinafter "CITY"), and Community Human Services (hereinafter "CHS").

I. PURPOSE

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

II. RESPONSIBILITIES/TERM/FUNDING

1. The grant performance period is September 1, 2018, through and including August 31, 2020.
2. CITY will contribute personnel to provide oversight to the Violence, Intervention and Prevention Program, coordinate activities among the participants, and attend the monthly meetings of the Blue Ribbon Panel, and the Coordinating and Advisory Council. The School Resource Officer will devote his/her time to the Resource Center during school holidays and summer months.
3. A CHS representative will attend the monthly Blue Ribbon Panel/Coordinating and Advisory Council meetings.
4. A CHS representative will attend the Multidisciplinary team meetings hosted by the Seaside Youth Resource Center.
5. The total cost is \$44,073 and CHS will receive \$35,258 which will be covered by the CalVIP grant. CHS will provide a 25% match (cash match) totaling \$8,815.
6. CHS will submit monthly invoices detailing expenses and match requirements, starting on October 1, 2018 and ending on September 31, 2020.
7. CHS will provide parenting workshops and a domestic violence intervention program.
8. CHS will provide City with records as requested pertaining to the enrollment and

completion of program participants.

9. CHS will participate in a comprehensive evaluation of the CalVIP program, including obtaining informed consent from program participants to enable follow-up on individual outcome measures, and present a status report to the Coordinating and Advisory Council twice during the project period.
10. CHS must submit quarterly reports to the City of Seaside, providing information required by BSCC. (This includes descriptions of special events, significant activities and major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program, and other information as needed.
11. CHS must be in good standing and have been duly organized, in existence, and in good standing as of May 13, 2017
12. CHS must be registered with the California Secretary of State's Office, if applicable; have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship).
13. CHS must have any other state or local licenses or certifications necessary to provide the services requested (e.g. facility licensing by the Department of Health Care Services), if applicable; and have a physical address.
14. Projects must be cost-effective and meet a significant community need and/or impact a substantial number of individuals.
15. Grant funds can be used to supplement existing funds dedicated to the project but may not replace (supplant) funds that have been appropriated for the same purpose.

III INDEMNIFICATION, NOTICES/TERMINATION/AUDIT AUTHORITY

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

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

3. CHS shall indemnify, defend and hold harmless CITY, its officers, agents,

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

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

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

Robin McCrae
Community Human Services
P.O. Box 3076
Monterey, CA 93942
Telephone: (831) 658-3811

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

6. CHS shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this MOU; the accounting and control systems shall be satisfactory to CITY. CITY and CHS auditor shall be afforded access to the CHS' records, books, correspondence and other data relating to this MOU. CHS shall preserve these records, books, correspondence and other data relating to this agreement for a period of four (4) years after final payment or for such longer period as may be required by law. In addition, CHS agrees to make said records, books correspondence and other data relating to this MOU available to CITY at CITY'S principle place of business upon seventy-two (72) hours advance written notice. CITY shall at all times have the right to inspect the work, services, or materials. CHS shall furnish all

reasonable aid and assistance required by CITY for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve CHS from any obligation to perform said work or services strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on September 1, 2018.

CITY OF SEASIDE

COMMUNITY HUMAN SERVICES

By: _____

By: _____

Craig Malin

Robin McCrae

Its: City Manager

Its: Chief Executive Officer

CITY OF SEASIDE

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and effective as of September 1, 2018, between the City of Seaside, a municipal corporation and Jan Roehl Consulting, an employee owned Sole Proprietorship. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on September 1, 2018 and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 15th, 2020, 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

The City Manager 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. The 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 B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed \$50,000.00 (Fifty Thousand dollars) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(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) Either the City or the Consultant for any reason whatsoever, with or without cause, may terminate this Agreement upon no less than twenty (20) days written notice to the other party. 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; 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 Consultant'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. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit C without the written consent of the Consultant.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs

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

(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 D 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 has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its sub consultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

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

To City:	City of Seaside 440 Harcourt Avenue Seaside, California 93955 Attention: Nancy Towne, Recreation Director
To Consultant:	JRC 591 Lighthouse Ave. #24 Pacific Grove, CA. 93950 Attention: Jan Roehl, Research Partner

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 Jan Roehl Consulting shall perform the services described in this Agreement.

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. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY OF SEASIDE

By: 

[City Manager or Mayor]

CONSULTANT

By: Jan Roehl

(Signature)

Jan Roehl (Typed Name)

EXHIBIT A / B

TASKS TO BE PERFORMED & COMPENSATION RATE

Jan Roehl Consulting will conduct the comprehensive evaluation of the California Violence, Intervention and Prevention Program. Jan Roehl's hourly rate is \$85/hour and she will devote approximately 588 hours to the final CalVIP evaluation.

The tasks to be performed are:

- Conduct a comprehensive evaluation of the Seaside CalVIP (Violence, Intervention, and Prevention) Program, including a process and outcome evaluation, as outlined in the grant proposal.
- Collect and analyze data on project processes as specified within the CalVIP Proposal Narrative and assess outcomes via performance measures. Data will be retrieved from police and probation records systems, service provider records, and key staff.
- Analyze data on violent, gang, and gun crime, patterns, and trends, and work with the Blue Ribbon Task Force for the Prevention of Youth Violence to concentrate on evidence-based practices on the areas and individuals most involved in violent crime.
- Prepare a final project evaluation and outcome report. Covering the grant period of September 1, 2018- August 31, 2020.
- Present process and outcome data upon request to the Blue Ribbon Task Force for the Prevention of Youth Violence.
- Assist with the necessary research, preparation and writing of future Cal VIP program applications to support the Youth Violence Prevention program.

EXHIBIT C

LOCATION SCHEDULE

The location and date of the meetings convened with the Blue Ribbon Panel, CalVIP Advisory Council, Communities, and Project Management team is outlined below. Notice well in advance will be given to Jan Roehl Consulting if changes are made to the location and date.

General Session: Youth Violence Prevention Meetings Location: Oldemeyer Center Room: Dance Studio	
September 19, 2018	September 18, 2019
October 17, 2018	October 16, 2019
November 21, 2018	November 20, 2019
December 19, 2018	December 18, 2019
January 16, 2019	January 15, 2020
February 20, 2019	February 19, 2020
March 20, 2019	March 18, 2020
April 17, 2019	April 15, 2020
May 15, 2019	May 20, 2020
June 19 th , 2019	June 17, 2020
July 17, 2019	July 15, 2020
August 21, 2019	August 19, 2020

Cal VIP Advisory Panel Meetings (Qtrly) Location: Oldemeyer Center Room: TBD	
September 19, 2018	October 16, 2019
January 16, 2019	January 15, 2020
April 17, 2019	April 15, 2020
July 17, 2019	July 15, 2020

*Dates are subject to change and JRC will be notified well in advance.

EXHIBIT D
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.

Jan Roehl Consulting will provide a certificate of insurance for general liability insurance of at least \$1,000,000 naming the City of Seaside as an additional insured for liability and workers compensation. 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.

Jan Roehl Consulting will maintain Business Auto Coverage of at least \$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.

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 rating of A- or better and a minimum financial size VII.

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

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing

contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of

any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. 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.



Tel: 1-800-841-3000

GOVERNMENT EMPLOYEES INSURANCE COMPANY

P.O. Box 509090
San Diego, CA 92150-9090

Date Issued: August 28, 2018

JANICE A ROEHL AND ROBERT E
HUITT
243 GRANITE ST
PACIFIC GROVE CA 93950-3231

Email Address: jan.roehl@comcast.net

Declarations Page

This is a description of your coverage.
Please retain for your records.

Policy Number: 0169-80-05-05

Coverage Period:

10-01-18 through 04-01-19

1201 a.m. standard time at the address of the named insured.

Named Insured

Janice A Roehl
Robert E Huit

Additional Driver

Callie R Huitroehl

Vehicles

VIN

Vehicle Location

**Finance Company/
Lienholder**

1 2002 Volks	Eurovan MV	WV2NB47002H050612	Pacific Grove CA 93950
2 2013 Volks	Beetle	3VWJP7AT3DM676492	Pacific Grove CA 93950

~~Vw Credit Leasing LTD~~

Coverages*

Limits and/or Deductibles

Vehicle 1

Vehicle 2

Bodily Injury Liability

Each Person/Each Occurrence
State Minimum \$15,000/\$30,000

\$1mil/\$1mil

Property Damage Liability

State Minimum \$5,000

\$100,000

Medical Payments

\$10,000

Uninsured & Underinsured Motorists

Each Person/Each Occurrence

\$100,000/\$300,000

Comprehensive

\$100 Ded

Collision

\$500 Ded/Waiver

Emergency Road Service

Full

010169800505040120007697



STATE FARM GENERAL INSURANCE COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 853925
Richardson, TX 75085-3925

Named Insured

AT2

000263 3125

M-02-2794-FC05 F U

ROEHL, JAN
DBA JAN ROEHL CONSULTING
591 LIGHTHOUSE AVE STE 24
PACIFIC GROVE CA 93950-2662



RENEWAL DECLARATIONS

Policy Number 97-F5-6695-6

Policy Period	Effective Date	Expiration Date
12 Months	AUG 27 2018	AUG 27 2019

The policy period begins and ends at 12:01 am standard time at the premises location.

Agent and Mailing Address

TOM MCKINNEY
PO BOX 119
PACIFIC GROVE CA 93950-0119

PHONE: (831) 649-6440

Office Policy

see pages 5 + 6

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Individual

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM
Minimum Premium

\$ 500.00

Discounts Applied:
Renewal Year
Years in Business
Claim Record

Prepared
JUN 14 2018
CMP-4000

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530-686 v2 05.31.2011 ic

RENEWAL DECLARATIONS (CONTINUED)

Office Policy for ROEHL, JAN
Policy Number 97-F5-6695-6

SECTION I - PROPERTY SCHEDULE

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase-Business Personal Property
001	591 LIGHTHOUSE AVE STE 24 PACIFIC GROVE CA 93950-2662	No Coverage	\$ 24,500	25%

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: N/A
Cov B - Consumer Price Index: 250.5

SECTION I - DEDUCTIBLES

Basic Deductible \$500

Special Deductibles:

Money and Securities	\$250	Employee Dishonesty	\$250
Equipment Breakdown	\$500		

Other deductibles may apply - refer to policy.

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RENEWAL DECLARATIONS (CONTINUED)

Office Policy for ROEHL, JAN
Policy Number 97-F5-6695-6

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES**

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$50,000
Off Premises	\$15,000
Arson Reward	\$5,000
Back-Up Of Sewer Or Drain	\$15,000
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery Or Alteration	\$10,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money And Securities (Off Premises)	\$5,000
Money And Securities (On Premises)	\$10,000
Money Orders And Counterfeit Money	\$1,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000

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RENEWAL DECLARATIONS (CONTINUED)**Office Policy for ROEHL, JAN**
Policy Number 97-F5-6695-6

Ordinance Or Law - Equipment Coverage	Included
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$5,000
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Unauthorized Business Card Use	\$5,000
Valuable Papers And Records	
On Premises	\$50,000
Off Premises	\$15,000
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Dependent Property - Loss Of Income	\$5,000
Employee Dishonesty	\$10,000
Utility Interruption - Loss Of Income	\$10,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

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RENEWAL DECLARATIONS (CONTINUED)

Office Policy for ROEHL, JAN
Policy Number 97-F5-6695-6

SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$1,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	Excluded
General Aggregate	\$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4101	Businessowners Coverage Form
FE-6999.2	*Terrorism Insurance Cov Notice
CMP-4721	Ex Personal Advertising Injury
CMP-4845	Excl Product Comp Operatn Liab
CMP-4786.1	Addl Insd Owners Lessee Sched
CMP-4819.1	Unauthorized Business Card Use
CMP-4698	Back-Up of Sewer or Drain
CMP-4704	Dependent Prop Loss of Income
CMP-4710	Employee Dishonesty
CMP-4709	Money and Securities
CMP-4703	Utility Interruption Loss Incm
CMP-4705.1	Loss of Income & Extra Expense
FD-6007	Inland Marine Attach Dec

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RENEWAL DECLARATIONS (CONTINUED)

Office Policy for ROEHL, JAN
Policy Number 97-F5-6695-6

* New Form Attached

SCHEDULE OF ADDITIONAL INTERESTS

Interest Type: Addl Insured-Section II
Endorsement #: CMP47861
Loan Number: N/A

CITY OF SALINAS
200 LINCOLN AVE
SALINAS CA 939012639

Interest Type: Addl Insured-Section II
Endorsement #: CMP47861
Loan Number: N/A

CITY OF SEASIDE
440 HARCOURT AVE
SEASIDE CA 939554798

This policy is issued by the State Farm General Insurance Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm General Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Youall
Secretary

Thomas Conley
President

IMPORTANT NOTICE:

California law requires us to provide you with information for filing complaints with the State Insurance Department regarding the coverage and service provided under this policy.

Your agent's name and contact information are provided on the front of this document. Another option is to reach out by mail or phone directly to:

State Farm® Executive Customer Service
PO Box 2320
Bloomington IL 61702
Phone # 1-800-STATEFARM (1-800-782-8332)

Department of Insurance complaints should be filed only after you and State Farm or your agent or other company representative have failed to reach a satisfactory agreement on a problem.

California Department of Insurance
Consumer Services Division
300 South Spring Street
Los Angeles, CA 90013

Prepared Phone # 1-800-927-HELP (4357) or visit www.insurance.ca.gov/01-consumers

JUN 14 2018

CMP-4000

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Continued on Next Page

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001419



RENEWAL DECLARATIONS (CONTINUED)

Office Policy for ROEHL, JAN
Policy Number 97-F5-6895-6



NOTICE TO POLICYHOLDER:

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

Your coverage amount....

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc.[®] using information you provide about your structure. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your structure. State Farm[®] does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

Prepared
JUN 14 2018
CMP-4000

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Page 7 of 7

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF
SEASIDE AND LADIES FIRST.**

This Memorandum of Understanding is made and entered into on September 1, 2018 by and between the City of Seaside, (hereinafter "CITY"), and Ladies First (hereinafter "LF").

I. PURPOSE

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

II. RESPONSIBILITIES/TERM/FUNDING

1. The grant performance period is September 1, 2018, through and including August 31, 2020.
2. CITY will contribute personnel to provide oversight to the Violence, Intervention and Prevention Program, coordinate activities among the participants, and attend the monthly meetings of the Blue Ribbon Panel, and the Coordinating and Advisory Council. The School Resource Officer will devote his/her time to the Resource Center during school holidays and summer months.
3. A LF representative will attend the monthly Blue Ribbon Panel/Coordinating and Advisory Council meetings.
4. A LF representative will attend the Multidisciplinary team meetings hosted by the Seaside Youth Resource Center.
5. The total cost is \$18,750 and LF will receive \$15,000 which will be covered by the CalVIP grant. LF will provide a 25% match (combination of in kind and cash) totaling \$3,750.
6. LF will submit monthly invoices detailing expenses and match requirements, starting on October 1, 2018 and ending on September 31, 2020.
7. LF will provide mentoring workshops, community engagement, and social equity training.

8. LF will provide CITY with records as requested pertaining to the enrollment and completion of program participants.
9. LF will participate in a comprehensive evaluation of the CalVIP program, including obtaining informed consent from program participants to enable follow-up on individual outcome measures, and present a status report to the Coordinating and Advisory Council twice during the project period.
10. LF must submit quarterly reports to the City of Seaside, providing information required by BSCC. (This includes descriptions of special events, significant activities and major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program, and other information as needed.
11. LF must be in good standing and have been duly organized, in existence, and in good standing as of May 13, 2017.
12. LF must be registered with the California Secretary of State's Office, if applicable; have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship).
13. LF must have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and have a physical address.
14. Projects must be cost-effective and meet a significant community need and/or impact a substantial number of individuals.
15. Grant funds can be used to supplement existing funds dedicated to the project but may not replace (supplant) funds that have been appropriated for the same purpose.

III INDEMNIFICATION, NOTICES/TERMINATION/AUDIT AUTHORITY

1. This MOU may be terminated without cause by either party upon thirty (30) days written notice.
2. CITY shall indemnify, defend and hold harmless LF, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

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

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

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

Annalisa Mitchell
LADIES FIRST
P.O Box 945
Seaside, CA 93955
Telephone: (831) 869-8053

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

6. LF shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this MOU; the accounting and control systems shall be satisfactory to CITY. CITY and LF auditor shall be afforded access to the LF's records, books, correspondence, and other data relating to this MOU. LF shall preserve these records, books, correspondence, and other data relating to this

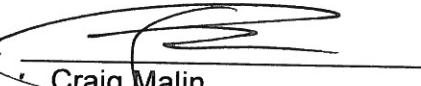
agreement for a period of four (4) years after final payment or for such longer period as may be required by law. In addition, LF agrees to make said records, books correspondence, and other data relating to this MOU available to CITY at CITY'S principle place of business upon seventy-two (72) hours advance written notice. CITY shall at all times have the right to inspect the work, services, or materials. LF shall furnish all reasonable aid and assistance required by CITY for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve LF from any obligation to perform said work or services strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on September 1, 2018.

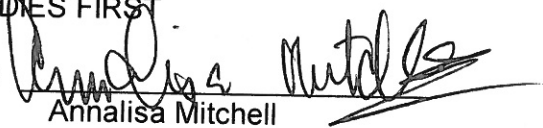
CITY OF SEASIDE

By: 

Craig Malin

Its: City Manager

LADIES FIRST

By: 

Annalisa Mitchell

Its: Executive Director

Exhibit A.

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF SEASIDE AND PARTNERS FOR PEACE

This Memorandum of Understanding is made and entered into on September 1, 2018 by and between the City of Seaside, (hereinafter "CITY"), and Partners for Peace. (hereinafter "PFP").

I. PURPOSE

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

II. RESPONSIBILITIES/TERM/FUNDING

1. The grant performance period is September 1, 2018, through and including August 31, 2020.
2. CITY will contribute personnel to provide oversight to the Violence, Intervention and Prevention Program, coordinate activities among the participants, and attend the monthly meetings of the Blue Ribbon Panel, and the Coordinating and Advisory Council. The School Resource Officer will devote his/her time to the Resource Center during school holidays and summer months.
3. A PFP representative will attend the monthly Blue Ribbon Panel/Coordinating and Advisory Council meetings.
4. A PFP representative will attend the Multidisciplinary team meetings hosted by the Seaside Youth Resource Center.
5. The total cost is \$107,866 and PFP will receive \$86,293 which will be covered by the CalVIP grant. PFP will provide a 25% match (in kind) totaling \$21,573.
6. PFP will submit monthly invoices detailing expenses and match requirements, starting on October 1, 2018 and ending on September 31, 2020.
7. PFP will provide parents tools and information through the Parenting Project

which is designed to build strong families for a peaceful community. PFP will work both within intervention and prevention with Parent Project Sr and Jr.

8. PFP will provide City with records as requested pertaining to the enrollment and completion of program participants.
9. PFP will participate in a comprehensive evaluation of the CalVIP program, including obtaining informed consent from program participants to enable follow-up on individual outcome measures, and present a status report to the Coordinating and Advisory Council twice during the project period.
10. PFP must submit quarterly reports to the City of Seaside, providing information required by BSCC. (This includes descriptions of special events, significant activities and major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program, and other information as needed.
11. PFP must be in good standing and have been duly organized, in existence, and in good standing as of May 13, 2017
12. PFP must be registered with the California Secretary of State's Office, if applicable; have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship).
13. PFP must have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and have a physical address.
14. Projects must be cost-effective and meet a significant community need and/or impact a substantial number of individuals.
15. Grant funds can be used to supplement existing funds dedicated to the project, but may not replace (supplant) funds that have been appropriated for the same purpose.

III INDEMNIFICATION, NOTICES/TERMINATION/AUDIT AUTHORITY

1. This MOU may be terminated without cause by either party upon thirty (30) days written notice.
2. CITY shall indemnify, defend and hold harmless PFP, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including,

without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

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

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

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

Vicki Law
Partners for Peace
PO Box 2473
Salinas, CA 93902
Telephone: (831) 754-3888

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on September 1, 2018.

CITY OF SEASIDE

By: _____

Craig Malin

Its: City Manager

PARTNERS FOR PEACE

By: _____

Vicki Law

Its: Executive Director

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF
SEASIDE AND RESTORATIVE JUSTICE PARTNERS, INC.**

This Memorandum of Understanding is made and entered into on September 1, 2018 by and between the City of Seaside, (hereinafter "CITY"), and Restorative Justice Partners Inc. (hereinafter "RJP").

I. PURPOSE

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

II. RESPONSIBILITIES/TERM/FUNDING

1. The grant performance period is September 1, 2018, through and including August 31, 2020.
2. CITY will contribute personnel to provide oversight to the Violence, Intervention and Prevention Program, coordinate activities among the participants, and attend the monthly meetings of the Blue Ribbon Panel, and the Coordinating and Advisory Council. The School Resource Officer will devote his/her time to the Resource Center during school holidays and summer months.
3. A RJP representative will attend the monthly Blue Ribbon Panel/Coordinating and Advisory Council meetings.
4. A RJP representative will attend the Multidisciplinary team meetings hosted by the Seaside Youth Resource Center.
5. The total cost is \$107,100 and RJP will receive \$71,400 which will be covered by the CalVIP grant. RJP will provide a 25% match (combination of in kind and cash) totaling \$35,700.
6. RJP will submit monthly invoices detailing expenses and match requirements, starting on October 1, 2018 and ending on September 31, 2020.
7. RJP will provide mediation and classroom circles, onsite support, engage with school administration with strategic planning sessions no less than once per

month, and will provide base training for specialists.

8. RJP will provide City with records as requested pertaining to the enrollment and completion of program participants.
9. RJP will participate in a comprehensive evaluation of the CalVIP program, including obtaining informed consent from program participants to enable follow-up on individual outcome measures, and present a status report to the Coordinating and Advisory Council twice during the project period.
10. RJP must submit quarterly reports to the City of Seaside, providing information required by BSCC. (This includes descriptions of special events, significant activities and major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program, and other information as needed.)
11. RJP must be in good standing and have been duly organized, in existence, and in good standing as of May 13, 2017
12. RJP must be registered with the California Secretary of State's Office, if applicable; have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship).
13. RJP must have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and have a physical address.
14. Projects must be cost-effective and meet a significant community need and/or impact a substantial number of individuals.
15. Grant funds can be used to supplement existing funds dedicated to the project, but may not replace (supplant) funds that have been appropriated for the same purpose.

III INDEMNIFICATION, NOTICES/TERMINATION/AUDIT AUTHORITY

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

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

program.

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

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

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

Jennie Burciaga
Restorative Justice Partners, Inc.
229 Reindollar Avenue, Suite B
Marina, CA 93933
Telephone: 831-384-4325

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

6. RJP shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this MOU; the accounting and control systems shall be satisfactory to CITY. CITY and RJP auditor shall be afforded access to the RJP's records, books, correspondence, and other data relating to this MOU. RJP shall preserve these records, books, correspondence, and other data relating to this

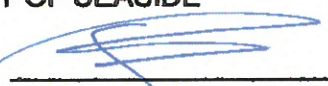
agreement for a period of four (4) years after final payment, or for such longer period as may be required by law. In addition, RJP agrees to make said records, books correspondence, and other data relating to this MOU available to CITY at CITY'S principle place of business upon seventy-two (72) hours advance written notice. CITY shall at all times have the right to inspect the work, services, or materials. RJP shall furnish all reasonable aid and assistance required by CITY for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve RJP from any obligation to perform said work or services strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on September 1, 2018.

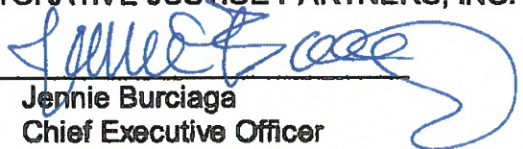
CITY OF SEASIDE

By: 

Craig Malin

Its: City Manager

RESTORATIVE JUSTICE PARTNERS, INC.

By: 

Jennie Burciaga

Its: Chief Executive Officer

Cal VIP Budget Table: City of Seaside's Violence Intervention and Prevention Program

BSCC Budget Line Item	A. Grant Funds	B. Cash Match	C. In-Kind Match	D. Total (A+B+C)
1. Salaries and Benefits	\$197,851	\$231,932		\$429,783
2. Services and Supplies	\$5,525		\$108,912	\$114,437
3. Professional Services				
4. Community-Based Organization (CBO) Subcontracts	\$296,624	\$28,255	\$45,901	\$370,780
5. Indirect Costs				
6. Equipment/Fixed Assets		\$10,000		\$10,000
7. Project Evaluation		\$50,000		\$50,000
8. Other (Travel, Training, etc.)			\$25,000	\$25,000
TOTALS	\$500,000	\$320,187	\$179,813	\$1,000,000

Cal VIP CBO Subcontract Budget Table

Organization	Grant	Cash Match	In Kind Match	Total
RJP Inc.	\$71,400	\$13,142	\$4,708	\$89,250
Ladies First	\$15,000	\$2,250	\$1,500	\$18,750
Partners for Peace	\$86,293	\$0	\$21,573	\$107,866
Community Human Services	\$35,258	\$8,815	\$0	\$44,073
Village Project	\$42,049	\$4,048	\$6,464	\$52,561
Additional Funding For CBO(s)	\$46,624		\$11,656	\$58,280
Total:	\$296,624	\$28,255	\$45,901	\$370,780

1. Salaries and Benefits

a. Grant Funds Requested: \$197,851

Narrative Detail: Two part time resource coordinators will be hired at the Resource Center. Duties will include providing Spanish translation services, coordinating the Seaside Youth Employment program, and volunteer/ community service program. Total two-year Salary is \$167,008.

The Seaside Youth Employment program will be operating during both years of the Cal VIP grant. 20 youth will be recruited; they will be paid \$11.03 per hour for 280 hours (over 7 weeks). The Cal VIP Grant will cover ½ of the total cost which is \$30,844.

Match: \$231,932

Narrative Detail: The Youth Center Supervisor will devote a minimum of 50% of her time to the CalVIP project; this portion of her salary is \$32,581 per year. The full time Youth Violence Prevention Coordinator will devote 25% of his time to the project; this portion of his salary is \$14,519 per year. Total cost for two years equals = \$94,200.

The Recreation Superintendent will devote 25% of his time to the project per year. His salary is \$81,538 annually and 25% per year is \$20,384. The total match share for two years is \$40,769.

The Seaside Chief of Police or designee will devote 5% of their time to the project. Annual Salary is \$173,059 and 5% is \$8,653. The total match share for two years is \$17,306.

The Seaside Police Department School Resource Officer will devote 15% of their time on a regular basis to the project. Annual Salary is \$101,150 and 15% is \$15,173. Total two-year match share is \$30,346.

The Seaside Youth Employment program will be operating during both years of the Cal VIP grant. 20 youth will be recruited; they will be paid \$11.03 per hour for 280 hours (over 7 weeks). Seaside will match the remaining balance of the program which is 30,844.

Youth Education and Resource Center Part time Staff will be responsible for the day to day operation of the center. \$9234 per year will be allocated towards the match for a total of \$18,467.

2. Services and Supplies

a. Grant Funds Requested: \$5,525

Narrative Detail: The SYRC will spend approximately \$3,000 towards public outreach, information sessions, consumables and the mentoring program per year. \$2,525 will be designated for the Youth Employment program to assist with interview attire, bus passes and other items as needed.

b. Match: \$108,912

Narrative Detail: Central services for the Seaside Youth Resource Center over a two year period are \$108,912.

3. Professional Services

a. Grant Funds Requested: \$0

b. Match: \$0

Narrative Detail: N/A

4. Community-Based Organization (CBO) Subcontracts

a. Grant Funds Requested: \$296,624

Narrative Detail: The selected CBO's are diverse in their intervention and prevention services and dedicated to providing services in Seaside. See budget table. RJP: Grant funds will cover the salaries of school staff and administration. Ladies First: Grant funds will cover guest speakers, materials and equipment. Partner for Peace: Grant funds will cover the salaries of staff, supplies, and training. Community Human Services: Grant will cover instructor salaries and benefits, and mileage reimbursement. The Village Project: grant will cover a portion of staff salaries and benefits for the STEM program. There is an increase in CBO funding as compared to the original proposal. An additional \$46,624 is available to be distributed, because we are no longer funding two full time positions for the Resource Center.

b. Match: \$74,156

Narrative Detail: Seaside is requiring contracted CBO's to match a minimum of 25% either in kind or cash. See budget table. RJP: will match a portion of staff salary, benefits and supplies. Ladies First: will match 25% of grant funds with staff salaries and supplies. Partner for Peace: Offices, utilities, custodial support, and equipment. Community Human Services: will cover instructor salaries and benefits, and mileage reimbursement. The Village Project: will cover a portion of staff salaries and benefits for the STEM program. The additional CBO will be required to match a portion of their funding which is detailed in the spread sheet.

5. Indirect Costs

- a. Grant Funds Requested: \$0
- b. Match: \$0

6. Equipment/Fixed Assets

- a. Grant Funds Requested: \$0
- b. Match: \$10,000

Narrative Detail: Equipment will be purchased as needed and is estimated at \$5,000 per year. The employment program will need tablets to assist with their training and equipment inside the resource center will need maintenance and to be updated including new printers and computers for the homework center.

7. Project Evaluation

- a. Grant Funds Requested: \$0
- b. Match: \$50,000

Narrative Detail: Jan Roehl, Ph.D., will conduct the comprehensive evaluation of the Violence Intervention and Prevention Program on a contractual basis over the two year period. Jan Roehl: 588 hours x \$85/hour = \$50,000. Jan's salary increased due to the additional work incurred with adding CBO's.

8. Other (Travel, Training, etc.)

- a. Grant Funds Requested: \$0
- b. Match: \$25,000

Narrative Detail: Training will include expenditures for training and travel for staff to attend the LA Gang Conference, training programs targeting youth mental health, family advocacy, mentorship, and others as needed. Training costs will include registration, mileage, lodging, food and incidentals, \$5,000, per year for a total of \$10,000, Community advisory panels will meet either monthly or quarterly, and panelists will attend community program events. An estimate of their average hourly salary is \$75/hour. Total cost for two years is estimated at \$15,000. In addition funding will be used to support our community based partnership room rentals fees, as several partners will require use of City building and space for their programs. The total match for this category is \$25,000.

Senate Bill No. 840

5227-108-0001—For local assistance, Board of State and Community Corrections
9,000,000

Schedule:

- | | | |
|-----|--|-------------|
| (1) | 4945-Corrections Planning and Grant Programs | 9,000,000 |
| | (a) Grants to the City of Los Angeles | (1,000,000) |
| | Competitive grants to all other cities or to community-based | |
| | (b) organizations | (8,000,000) |

Provisions:

1. The Board of State and Community Corrections program awarding state grant funds from Schedule (1)(a) and (1)(b) shall be named the California Violence Intervention and Prevention Grant Program (CalVIP).
2. All CalVIP grantees shall provide a 100-percent match to state grant funds awarded from Schedules (1)(a) and (1)(b).
3. The amount appropriated in Schedule (1)(b) shall be for competitive grants to cities or community-based organizations. A grant shall not exceed \$500,000, and at least two grants shall be awarded to cities with populations of 200,000 or less.
4. In awarding CalVIP grants, the Board of State and Community Corrections shall give preference to applicants in cities or regions that are disproportionately affected by violence, and shall give preference to applicants that propose to direct CalVIP funds to programs that have been shown to be the most effective at reducing violence.
5. Each city that receives a grant from Schedules (1)(a) and (1)(b) shall distribute at least 50 percent of the grant funds it receives to one or more community-based organizations pursuant to the city's application.
6. Each city that receives a grant from Schedule (1)(b) shall collaborate and coordinate with area jurisdictions and agencies, including the existing county juvenile justice coordination council, with the goal of reducing violence in the city and adjacent areas. Each city grantee shall also establish a coordinating and advisory council to prioritize the use of funds. Membership shall include city officials, local law enforcement, local educational agencies, local community-based organizations, and local residents.
7. Applicants for CalVIP grant funds shall include clearly defined, measurable objectives for the grant in the proposal to the Board of State and Community Corrections. CalVIP grantees shall report to the Board of State and Community Corrections regarding their progress in achieving those objectives.
8. The Board of State and Community Corrections shall report to the Legislature pursuant to Section 9795 of the Government Code within 90 days following the close of the grant cycle on the overall effectiveness of the CalVIP program.

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF SEASIDE AND COMMUNITY HUMAN SERVICES.

This Memorandum of Understanding is made and entered into on September 1, 2018 by and between the City of Seaside, (hereinafter "CITY"), and Community Human Services (hereinafter "CHS").

I. PURPOSE

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

II. RESPONSIBILITIES/TERM/FUNDING

1. The grant performance period is September 1, 2018, through and including August 31, 2020.
2. CITY will contribute personnel to provide oversight to the Violence, Intervention and Prevention Program, coordinate activities among the participants, and attend the monthly meetings of the Blue Ribbon Panel, and the Coordinating and Advisory Council. The School Resource Officer will devote his/her time to the Resource Center during school holidays and summer months.
3. A CHS representative will attend the monthly Blue Ribbon Panel/Coordinating and Advisory Council meetings.
4. A CHS representative will attend the Multidisciplinary team meetings hosted by the Seaside Youth Resource Center.
5. The total cost is \$44,073 and CHS will receive \$35,258 which will be covered by the CalVIP grant. CHS will provide a 25% match (cash match) totaling \$8,815.
6. CHS will submit monthly invoices detailing expenses and match requirements, starting on October 1, 2018 and ending on September 31, 2020.
7. CHS will provide parenting workshops and a domestic violence intervention program.
8. CHS will provide City with records as requested pertaining to the enrollment and

completion of program participants.

9. CHS will participate in a comprehensive evaluation of the CalVIP program, including obtaining informed consent from program participants to enable follow-up on individual outcome measures, and present a status report to the Coordinating and Advisory Council twice during the project period.
10. CHS must submit quarterly reports to the City of Seaside, providing information required by BSCC. (This includes descriptions of special events, significant activities and major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program, and other information as needed.
11. CHS must be in good standing and have been duly organized, in existence, and in good standing as of May 13, 2017
12. CHS must be registered with the California Secretary of State's Office, if applicable; have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship).
13. CHS must have any other state or local licenses or certifications necessary to provide the services requested (e.g. facility licensing by the Department of Health Care Services), if applicable; and have a physical address.
14. Projects must be cost-effective and meet a significant community need and/or impact a substantial number of individuals.
15. Grant funds can be used to supplement existing funds dedicated to the project but may not replace (supplant) funds that have been appropriated for the same purpose.

III INDEMNIFICATION, NOTICES/TERMINATION/AUDIT AUTHORITY

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

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

3. CHS shall indemnify, defend and hold harmless CITY, its officers, agents,

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

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

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

Robin McCrae
Community Human Services
P.O. Box 3076
Monterey, CA 93942
Telephone: (831) 658-3811

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

6. CHS shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this MOU; the accounting and control systems shall be satisfactory to CITY. CITY and CHS auditor shall be afforded access to the CHS' records, books, correspondence and other data relating to this MOU. CHS shall preserve these records, books, correspondence and other data relating to this agreement for a period of four (4) years after final payment or for such longer period as may be required by law. In addition, CHS agrees to make said records, books correspondence and other data relating to this MOU available to CITY at CITY'S principle place of business upon seventy-two (72) hours advance written notice. CITY shall at all times have the right to inspect the work, services, or materials. CHS shall furnish all

reasonable aid and assistance required by CITY for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve CHS from any obligation to perform said work or services strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on September 1, 2018.

CITY OF SEASIDE

By: _____
Craig Malin
Its: City Manager

COMMUNITY HUMAN SERVICES

By: Robin McCrae
Robin McCrae
Its: Chief Executive Officer



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kristin Rice, Administrative Assistant
Rick Riedl, City Engineer

DATE: October 4, 2018

**SUBJECT: ADOPT A RESOLUTION AWARDED A CONSTRUCTION
CONTRACT TO KVENLID CONSTRUCTION, INC FOR AN
AMOUNT NOT TO EXCEED FIFTY THOUSAND
DOLLARS (\$50,000.00) FOR CONSTRUCTION OF THE PORTAL
PROJECT**

PURPOSE & RECOMMENDATION

The purpose of this item is to have the City Council approve a construction contract to Kvenlid Construction, Inc for an amount not to exceed Fifty Thousand Dollars (\$50,000) for the Portal Project and authorize the City Manager to execute the agreement.

BACKGROUND

The City Council approved a budget of \$150,000 for park improvements in fiscal year 2017-2018. The Park and Recreation Commission was tasked to distribute the funds based upon community input. After several meetings, the Park and Recreation Commission recommended the City Council fund five projects. Among the projects listed was the Portal Project which would revitalize the northeast corner of Canyon Del Rey and Del Monte Boulevard with an entry sign and landscaping. The Neighborhood Improvement Commission (NIC) advertised a public competition for the entry sign design. The NIC reviewed the design submittals and the chosen finalists presented their design to the NIC on May 1, 2018. After all presentations, Kvenlid Construction, Inc. design was selected and announced at the May 3, 2018 City Council Meeting.

The Portal Project plan will consist of native, drought tolerant species to provide a botanical appearance consistent with the landscaping guidelines being enforced by the Monterey Peninsula Water Management District and will beautify a key entry point to the City from the roadway. The sign will be constructed out of stainless steel with each letter being 4 ft high, 2 ft wide and 8 inches in depth. The sign will be placed in a concrete foundation 12 inches above

grade. There will be a seahorse adjacent to the letterings standing 5 ft 9 inches. Both the letterings and seahorse will have a powder coat finish. The letters will be white and the seahorse blue shading. Fabrication of the sign is expected to take 6 to 8 weeks. Improvements also include the placement of decorative boulders to highlight the landscape areas. The conceptual plan received design review approval at the September 6, 2017 Board of Architectural Review (BAR) meeting.

It is recommended to adopt a resolution to award a construction contract to Kvenlid Construction, Inc. for an amount not to exceed Fifty Thousand Dollars (\$50,000) for the construction of the Portal Project and authorize the City Manager to execute the contract.

FISCAL IMPACT

The fiscal impact for this project is \$50,000 that will be reimbursed from the Parks Improvement fund (Acct #342-8910-9573).

ATTACHMENTS

1. Resolution
 2. Construction Services Agreement- Kvenlid Construction, Inc.
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18- XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION
CONTRACT FOR THE PORTAL PROJECT FOR AN AMOUNT NOT TO EXCEED
FIFTY THOUSAND DOLLARS (\$50,000) TO KVENLID CONSTRUCTION, INC.
FROM THE PARKS IMPROVEMENTS FUND**

WHEREAS, the City Council approved a budget of \$150,000 for park improvements; and

WHEREAS, the Parks and Recreation Commission identified 5 priority projects after several meetings and community input; and

WHEREAS, the Portal Project was identified as a priority project for the beautification of a key entry point to Seaside on the northeast corner of Highway 218/Canyon Del Rey and Del Monte Blvd; and

WHEREAS, the Neighborhood Improvement Commission advertised a public competition for the entry sign design; and

WHEREAS, the design by Kvenlid Construction, Inc was selected as the preferred alternative; and

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Seaside does hereby authorize the City Manager to execute a construction contract for the Portal Project for an amount not to exceed Fifty Thousand Dollars (\$50,000) to Kvenlid Construction, Inc from the Parks Improvement Fund.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Seaside duly held on the 4th day of October 2018 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Ralph Rubio

Lesley Milton-Rerig, City Clerk

**CITY OF SEASIDE
CONSTRUCTION SERVICES AGREEMENT**

This CONSTRUCTION SERVICES AGREEMENT ("Agreement"), is made and effective _____, by and between City of Seaside, a municipal corporation ("AGENCY"), and Kvenild Construction, Inc. a corporation ("CONTRACTOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the construction of the foundation, powder coated metal design and landscaping for the Portal Project (hereinafter "Project").

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the AGENCY, the Construction Manager, the Architect, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the AGENCY, the Construction Manager, or the Architect on account of delay, hindrance, interference or other events caused by a separate contractor.

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR's work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the AGENCY. The entire Project shall be completed within 180 consecutive calendar days.

III. THE CONTRACT SUM

The AGENCY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of FIFTY THOUSAND dollars (\$50,000.00).

IV. PROGRESS PAYMENTS

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain

procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

V. RETENTION OF SECURITIES

Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the CONTRACTOR.

VI. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend with legal counsel approved by AGENCY, and hold harmless AGENCY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the AGENCY. Should conflict of interest principles preclude a single legal counsel from representing both AGENCY and CONTRACTOR, or should AGENCY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the AGENCY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the AGENCY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of AGENCY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY for liability attributable to the active negligence of AGENCY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where AGENCY is shown to have been actively

negligent and where AGENCY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of AGENCY.

VII. PREVAILING WAGES

- A. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Monterey County. Wage rates shall conform with those posted at <https://www.dir.ca.gov/OPRL/dprevwagedetermination.htm> and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 - 2. Section 1777.4 - Apprenticeship Requirements.
 - 3. Section 1777.5 - Apprenticeship Requirements.
 - 4. Section 1813 - Penalty for Failure to Pay Overtime.
 - 5. Sections 1810 and 1811 - Working Hour Restrictions.
 - 6. Section 1775 - Payroll Records.
 - 7. Section 1773.8 - Travel and Subsistence Pay.

VIII. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the AGENCY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

X. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the AGENCY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Architect.

XI. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from AGENCY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the AGENCY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the AGENCY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the AGENCY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the AGENCY, or the CONTRACTOR shall pay the AGENCY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the AGENCY.

XII. INSURANCE

Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR 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 CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

- A. CONTRACTOR shall provide the following types and amounts of insurance:

Without limiting CONTRACTOR's indemnification of AGENCY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and

maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

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

Other provisions or requirements

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

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the

performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. AGENCY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

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

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The AGENCY, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

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

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

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its

elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

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

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

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

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

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

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

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

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

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

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

XIII. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XIV. REGISTRATION REQUIREMENTS [applicable to public works projects]

Pursuant to Section 1771.1(a) of the Labor Code:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the AGENCY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XV. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Jaafar Kvenlid, whose title is Owner, is authorized to act for and bind the corporation.

XVI. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then

upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XVII. LIQUIDATED DAMAGES

Pursuant to Government Code Section 53069.85, if work is not completed within the contract time or in strict accordance with the Project Schedule, it is understood, acknowledged and agreed that the AGENCY will suffer damage. It is therefore agreed that the CONTRACTOR shall pay to the AGENCY the sum of [Insert amount] (\$____.00) for each and every calendar day of delay beyond the Contract Time, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Contract activity.

CONTRACTOR expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the CONTRACTOR does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule. If the AGENCY accepts work or makes any payment under this Agreement after a default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Contract Time, a completion schedule, the Project Schedule or the accrual of liquidated damages. In the event the same is not paid, the CONTRACTOR further agrees that the AGENCY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under the Agreement. This Article does not exclude recovery of damages under provisions of the Contract Documents, and is expressly in addition to the AGENCY's ability to seek other damages.

CONTRACTOR is to refer to Section _____ Project Construction Schedule for duration of individual activities. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the Project Construction Schedule.

XVIII. CLAIM PROCEDURES UNDER PUBLIC CONTRACT CODE SECTION 9204

CONTRACTOR shall comply with the procedure set forth in Public Contracts Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the AGENCY under this Agreement.

XIX. ENTIRE CONTRACT

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

CONTRACTOR

Kvenlid Construction, Inc.

AGENCY

City of Seaside

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: October 4, 2018

SUBJECT: ADOPT A RESOLUTION APPROVING AN AGREEMENT WITH EVERYONE'S HARVEST TO MANAGE THE SEASIDE CERTIFIED FARMER'S MARKET YEAR ROUND ON THE 600 BLOCK OF BROADWAY AVENUE AND TO APPROVE STREET CLOSURES FOR THIS RECURRING EVENT

PURPOSE & RECOMMENDATION

This action is to adopt a resolution authorizing the City Manager to execute and agreement with Everyone's Harvest to facilitate the Seaside Farmer's Market year round and to approve street closures for the event every Saturday.

BACKGROUND

The City of Seaside has partnered with Everyone's Harvest to provide a Certified Farmer's Market. The initial season for the Certified Farmer's Market kicked off during the Broadway Bash on June 9 and was intended to run through September. On September 20, 2018, City Council authorized an extension of the regular season through the end of October.

Attendance and sales have progressively grown throughout 2018. Vendor participation exceeded the anticipated goals as the fees collected at the end of August exceeded the original projection for the entire season.

Community participation including the use of EBT and Fresh Rx indicates that the quality of life is improving by inclusion of the Farmer's Market the West Broadway Urban Village area is becoming more vibrant.

In order to keep the momentum going and continue to provide these health benefits to Seaside, Everyone's Harvest has submitted a proposal to operate in Seaside year round. The year-round proposal reduces the weekly flat rate to the City. An exception for the holidays would occur as

no Certified Farmer's Markets would take place on Saturdays December 22 and December 29, 2018.

Closure of Broadway Avenue is necessary to achieve this goal. The traffic plan currently being utilized has been successful and is recommended to continue.

FISCAL IMPACT

There is a budget in place for the Certified Farmer's Market. Vendor fees positively affect the budget and have been above projections to date. Moving forward the projections are as follows:

2018-2019 Estimated Budget remaining 11/1	\$ 20,937.46
If leftover funds from 2017-2018 rolled over	\$ 30,257.32
Estimated CFM (Everyone's Harvest) Cost to City 11/18 thru 10/19	\$ 36,600.00
Divide by 50 wks (no CFM last 2 wks of yr)	\$ 732.00 average
CFM in fiscal 2018-2019 31 Saturdays at \$732	\$ 22,692.00 estimated
Budget Balance 6/19 With just 2018-2019 funding	\$ (1,754.54) projected
Budget Balance 9/19 With rolled over funding included	\$ 7,565.32 projected
Other costs include portable toilet rental	\$355 weekly
These charges may be rolled into other event costs and/or re-examined at mid year	

ATTACHMENTS

1. Draft Resolution
2. Exhibit-A-Everyone's Harvest Proposal
3. Full Year Certified Farmers Market Cost Projections
4. Seaside CFM 2018 Special Program Sales June-August
5. Certified Farmer's Market Traffic Control Plan

Reviewed for Submission to the
City Council by:



Meeting Date: October 4, 2018

Craig Malin, City Manager

RESOLUTION NO. 18-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING YEAR ROUND CERTIFIED FARMER'S MARKETS MANAGED
BY EVERYONE'S HARVEST AND ASSOCIATED CLOSURE OF BROADWAY
AVENUE FROM HILLSDALE TO ALHAMBRA STREETS**

WHEREAS, the City of Seaside is coordinating activities with Everyone's Harvest associated with operation of a weekly Certified Farmer's Market, and:

WHEREAS, the initial season of the Certified Farmer's Market has resulted in vendor activity and additional health benefit programs exceeding expectations; and

WHEREAS, an extension of the certified market activities will enhance availability to provide a source of year-round fresh produce for Seaside; and

WHEREAS, closures of the street during Certified Farmer's Market activities. is necessary.to ensure the safety of the public and staff;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves authorizing the City Manager to sign an agreement entering into an agreement with Everyone's Harvest to manage a year-round Certified Farmer's Market in Seaside and associated closures of Broadway Avenue to ensure the safety of the public using portions of the roadway during these events.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the ____ day of _____, 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



Everyone's Harvest

Mailing Address: P.O. Box 1423, Marina, CA 93933 · Office Address: 240 10th Street, Marina, CA 93933
Phone: (831) 384-6961 · Fax: (831) 883-3310 · www.everyonesharvest.org

Exhibit A

September 25, 2018

Sharon Mikesell
Economic Development
440 Harcourt Ave.
Seaside, CA 93955

Re: CERTIFIED FARMERS' MARKET SERVICE DRAFT PROPOSAL – CITY OF SEASIDE

Dear Ms. Mikesell,

Thank you for the opportunity to submit, on behalf of Everyone's Harvest, this draft proposal to create a vibrant, healthy, year-round Certified Farmers' Market for the City of Seaside. This is a formal request to approve the Everyone's Harvest – Year-round Seaside Certified Farmers' Market Proposal (detailed in this letter), agreement between the Owner, Seaside) and the not-for-profit organization, Everyone's Harvest, from November 1, 2018 to October 31, 2019. This letter is a formal proposal by Everyone's Harvest to provide service to City of Seaside in the amount of \$36,600.

PROJECT DESCRIPTION

Below is the list of identified projects and services we anticipate providing to the City of Seaside from November 1, 2018 to October 31, 2019, including a total of 50 markets from November 3, 2018, to October 26, 2019 taking place every Saturday from 10:00 AM to 2:00 PM (50 markets over 52 total weeks of service – closures December 22nd and 29th, 2018). Seaside market set-up is from 8:30 AM to 10:00 AM and breakdown 2:00 PM to 3:00 PM. Note that these are only estimates and will be further clarified through the scopes of services for all projects. Actual hours and costs may vary from the identified estimates below, depending on each scope of service.

The SEASIDE Certified Farmers' Market will include certified California growers and prepared food. The SEASIDE Market will include a Market Information Booth staffed by Everyone's Harvest. Under this scope of work all vendor fees collected by Everyone's Harvest at the SEASIDE Market will be credited to SEASIDE when Everyone's Harvest invoices SEASIDE.

SEASIDE CERTIFIED FARMERS' MARKET SERVICES:

EVERYONE'S HARVEST will, under this scope of work, provide to CITY OF SEASIDE: the following from November 1, 2018 to October 31, 2019 (Market opening date November 3, 2018; closing date October 26, 2019):

Internal Systems Management provided for SEASIDE Certified Farmers' Market:

- EBT (Electrical Benefit Transfer): Everyone's Harvest's redemption system will allow low-income families on Temporary Aid to Needy Families (TANF) to use their EBT card at the SEASIDE Market. No power needed for this activity.
- MARKET MATCH (incentive program): Everyone's Harvest will participate in the Market Match program. This will allow every EBT customer who conducts a \$10 transaction at the SEASIDE Market to receive a match up to \$10 worth of produce through Market Match fund incentives per day. The program runs when funding is available from ALBA or other funders.
- WIC (Woman, Infants, and Children): Everyone's Harvest will provide WIC voucher program involvement. This will allow low-income families on Temporary Aid to Needy Families (TANF) the ability to use their WIC farmers' market (FMNP) vouchers at the SEASIDE Market.
- Everyone's Harvest Rules and Regulations, Rule Sign-Off Form, and Vendor Application to ensure all Market vendors and participants are safe and follow governmental rules and regulations (including but not limited to California State Agricultural Commissioner and Monterey County Health Department rules and regulations).
- Everyone's Harvest Information Booth including information about healthy eating, cooking at home, and access to EBT benefits at every SEASIDE Market.
- Use of Everyone's Harvest equipment and supplies at every SEASIDE Market.
- Coordination, communication, goal setting, and evaluation with Everyone's Harvest SEASIDE Market staff.
- Collaboration with SEASIDE staff to determine SEASIDE Market vendors and participants.
- Involve and manage other non-profit organizations including students from the Service Learning Institute of California State University Monterey Bay with Service Learning volunteer students.
- Monthly market reports and deposits from vendor fees collected.
- Monthly payment of bills pertaining to the SEASIDE Market.

Executive Director provides for SEASIDE Certified Farmers' Market:

- Planning and coordination of SEASIDE Market details with City of Seaside.
- Coordination, supervision, and support of Everyone's Harvest SEASIDE Market staff.

Market Manager provides for SEASIDE Certified Farmers' Market:

- Coordination of all SEASIDE Market set-up and take-down activities.
- Enforcement of all Everyone's Harvest Rules and Regulations and governmental rules and regulations (including but not limited to California State Agricultural Commissioner and Monterey County Health Department rules and regulations).
- Organization of current participants' documents (collecting and filing): Participants' Applications, Rule-Sign-Off, Hold harmless agreements, and current permits.
- Distribution and collection of participants' Certified Producer Load Lists.
- Collection of all fees and receipts from SEASIDE Market vendors. Under this scope of work all vendor fees collected by Everyone's Harvest at the SEASIDE Market will be credited to SEASIDE when Everyone's Harvest invoices SEASIDE.
- Purchasing of all SEASIDE Market supplies.

- Determination of participants' role and if any, restrictions on produce sold at SEASIDE Market to ensure variety and SEASIDE Market success.
- Organization of participants' spaces at the SEASIDE Market.
- Communication with SEASIDE Market vendors and participants.
- Maintenance of trash, debris, and food from SEASIDE premises after every SEASIDE market.

Program Coordinator provides for SEASIDE Certified Farmers' Market:

- Conduct outreach and advertising for the SEASIDE Market including coordinating advertisements and the distribution of SEASIDE Market posters and postcards throughout SEASIDE grounds, Health Department, and local area.
- Coordinate Fresh Rx Program, Market Match, and other Community Food Programs to help SEASIDE families access healthy, affordable fruits and vegetables.

Below is the list of identified projects and services we anticipate providing to SEASIDE from November 1, 2018 to October 31, 2019 (50 markets over 52 total weeks of service), including a regular market from November 3, 2018, to October 26, 2019 taking place every Saturday.

Project Details of SEASIDE Certified Farmers' Market:

- Everyone's Harvest estimates employees will spend an average of 18 hours a week between three employees on the SEASIDE Certified Farmers' Market on and off site.
- Current scope of work defines these activities. Proposed dates are:
 - Coordinate SVMH Market, recruit vendors, and Community Food Program details from November 1, 2018 to October 31, 2019.
- SEASIDE Market will operate every Saturday from 10:00am to 2:00pm
- Nov. 1st to Jan. 30th meetings with SEASIDE and Everyone's Harvest administrative staff will take place to reflect on Market and Community Food Program season and to make adjustments for the season to come.

FLAT RATE FOR THE SEASIDE CERTIFIED FARMERS' MARKET SERVICE:

The flat rate for Everyone's Harvest to run the SEASIDE Certified Farmers' Market including market preparation and market operation from November 1, 2018 to October 31, 2019 (50 markets over 52 total weeks of service) is \$700 per week for 50 weeks for a total of \$35,000.

The flat rate includes:

On-site services, total of 10 hours weekly;

- Market Manager for 8 hours per week;
- Program Coordinator 2 hours per week.

Off-site services, total of 8 weekly;

- Executive Director for 2 hours per week;
- Market Manager for 4 hours per week;
- Program Coordinator for 2 hours per week.

ADDITIONAL COSTS FOR THE SEASIDE CERTIFIED FARMERS' MARKET:

Additional costs for this scope of work not included in the flat rate to run the SEASIDE Certified

Farmers' Market include:

- Incentive coupons not to exceed \$2,500.00
- Permits and fees cost not to exceed \$2,000.00
- Project supply cost not to exceed \$2,000.00
- Advertising and Promotions cost not to exceed \$1,000.00
- Printing cost not to exceed \$500.00
- Indirect costs (20%) not to exceed \$8,600.00

Total additional costs nots (not including flat rate cost) not to exceed \$16,600.00

VENDOR FEES COLLECTED AT SEASIDE CERTIFIED FARMERS' MARKET

It is estimated the SEASIDE Certified Farmers' Market will collect vender fees of \$15,000 from November 1, 2018 to October 31, 2019. These fees will be reported and credited to SEASIDE when Everyone's Harvest invoices SEASIDE. The total estimated cost to run the SVMH Farmers' Market is \$51,600.00. With an estimation of \$15,000.00 in vendor fees, total SEASIDE cost from Everyone's Harvest is estimated to be \$36,600.00.

PAYMENT SCHEDULE/ REIMBURSABLE EXPENSES FOR ALL PROJECTS

Invoices shall be sent to Owner by Corporation by the 10th of every month.

Reimbursable expenses will be billed in accordance. Expenditures will be made in the direct interest of the SEASIDE Market project including, but not limited to expenses of incentives and project supplies.

EXTENT OF THE AGREEMENT

This agreement represents the entire and integrated agreement between the Owner, CITY OF SEASIDE and the Corporation, EVERYONE'S HARVEST may be amended only by written instrument signed by both Owner and Corporation. This agreement may be terminated by either party upon thirty days written notice. In the event of termination, the Corporation shall be paid for services performed before and on the termination date, including all reimbursement expenses, and additional services.

In closing, Ms. Mikesell, I want to express from all of us at Everyone's Harvest how excited we are to present this proposal to start and operate the SEASIDE Certified Farmers' Market for 2018-19. We are requesting approval of this November 1, 2018 to October 31, 2019 - Everyone's Harvest City of Seaside Year-round Certified Farmers' Market Proposal. The SEASIDE Market will provide a bounty of healthy produce and community outreach activities to SEASIDE, the City of Seaside, and Monterey County.

If the aforementioned meets your approval, please sign one copy of this letter and return it to Everyone's Harvest for our files. I look forward to the opportunity to meet with you and discuss this new proposal. Please contact me with any additional questions or need for additional information. Thank you for your time and consideration to this Proposal.

Sincerely,

Reid Norris, Executive Director of Everyone's Harvest



CITY OF SEASIDE – ACCEPTED BY:

Signed: _____ Date: _____

Printed name:

Title:

Year Round Certified Farmer's Market

2018-2019 Estimated Budget remaining 11/1	\$ 20,937.46
If leftover funds from 2017-2018 rolled over	\$ 30,257.32
Estimated CFM (Everyone's Harvest) Cost to City 11/18 thru 10/19	\$ 36,600.00
Divide by 50 wks (no CFM last 2 wks of yr)	\$ 732.00 average
CFM in fiscal 2018-2019 31 Saturdays at \$732	\$ 22,692.00 estimated
Budget Balance 6/19 With just 2018-2019 funding	\$ (1,754.54) projected
Budget Balance 9/19 With rolled over funding included	\$ 7,565.32 projected
Other costs include portable toilet rental	\$355 weekly
These charges may be rolled into other event costs and/or re-examined at mid year	

Seaside Certified Farmer's Market
Special Programs June-August 2018

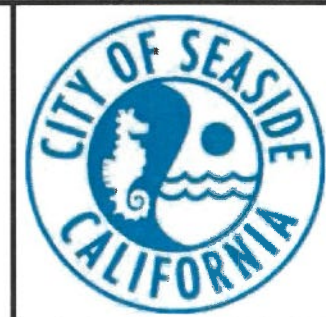
Date	EBT	WIC	Market Match	Voucher	Fresh Rx	Total
6/16/2018	\$ 13.00		\$ 10.00		\$ 65.00	\$ 88.00
6/23/2018	\$ 46.00		\$ 29.00	\$ 30.00	\$ 90.00	\$ 195.00
6/30/2018	\$ 37.00		\$ 18.00	\$ 50.00	\$ 115.00	\$ 220.00
7/7/2018	\$ 41.00		\$ 26.00	\$ 20.00	\$ 85.00	\$ 172.00
7/14/2018	\$ 13.00		\$ 11.00	\$ 50.00	\$ 85.00	\$ 159.00
7/21/2018	\$ 92.00		\$ 65.00	\$ 55.00	\$ 175.00	\$ 387.00
7/28/2018	\$ 27.00		\$ 43.00	\$ 60.00	\$ 200.00	\$ 330.00
8/4/2018	\$ 97.00	\$ 24.00	\$ 34.00	\$ 10.00	\$ 100.00	\$ 265.00
8/11/2018	\$ 63.00		\$ 78.00	\$ 85.00	\$ 255.00	\$ 481.00
8/18/2018	\$ 14.00		\$ 7.00	\$ 30.00	\$ 185.00	\$ 236.00
8/25/2018	\$ 17.00		\$ 32.00	\$ 55.00	\$ 120.00	\$ 224.00
	\$ 460.00	\$ 24.00	\$ 353.00	\$ 445.00	\$ 1,475.00	
						\$ 2,757.00



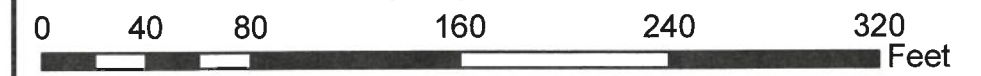
LEGEND

- | | |
|-------------------------------|--------------------------|
| SC5(CA) - SPECIAL EVENT AHEAD | M4-8A - END DETOUR SIGN |
| W20-3 - ROAD CLOSED AHEAD | M4-10 - DETOUR SIGN |
| W20-2 - DETOUR AHEAD | R11-2 - ROAD CLOSED SIGN |
| R3-1 - NO RIGHT TURN SIGN | |
| R3-2 - NO LEFT TURN SIGN | |

- | | |
|--|--------------------|
| | - EB TRAFFIC |
| | - WB TRAFFIC |
| | - TYPE 3 BARRICADE |



FARMERS MARKET TRAFFIC CONTROL PLAN 2018
CITY OF SEASIDE, PUBLIC WORKS DIVISION
440 HARCOURT AVENUE
SEASIDE, CA 93955
(831) 899-6884





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: October 4, 2018

SUBJECT: **ADOPT A RESOLUTION APPROVING THE FIRE PROTECTION AGREEMENT BETWEEN THE CITY OF DEL REY OAKS AND THE CITY OF SEASIDE FOR THE PERIOD OF JULY 1, 2019 TO JUNE 30, 2022**

PURPOSE & RECOMMENDATION

It is recommended that the City Council approve the attached resolution authorizing the City Manager to enter into an additional three year agreement for fire protection services with the City of Del Rey Oaks.

BACKGROUND

In September of 2003 the City entered into an agreement with the City of Del Rey Oaks to provide fire protection services; the agreement covers fire protection and related services, furthermore the City of Seaside agrees to provide services to the City of Del Rey Oaks at a level consistent to that provided to the City of Seaside.

Annual increases to the agreement will be equal to the general salary adjustments for the Fire Engineer classification outlined in the Seaside Firefighters Association Memorandum of Understanding. The annual increase on July 1, 2019 is 3%; July 1, 2020 is 3.84% and July 1, 2021 will be determined through future contract negotiations; not to exceed 4%.

The annual fire protection contract amounts are as follows:

- Fiscal Year 2019-20 Contract amount to be \$200,850
 - Fiscal Year 2020-21 Contract amount to be \$208,550
 - Fiscal Year 2021-22 Contract amount to be \$208,550
- Plus the general salary adjustment not to exceed 4%*

LEGAL REVIEW

There was no additional legal review as the agreement terms and conditions remain unchanged other than annual increases.

FISCAL IMPACT

The annual fire protection contract revenues to the City are as follows:

- Fiscal Year 2019-20 - \$200,850
- Fiscal Year 2020-21 - \$208,550
- Fiscal Year 2021-22 - TBD

ATTACHMENTS

1. Resolution
 2. Proposed Agreement
-

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

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE FIRE PROTECTION AGREEMENT BETWEEN THE CITY OF DEL REY OAKS AND THE CITY OF SEASIDE FOR THE PERIOD OF JULY 1, 2019 TO JUNE 30, 2022.

WHEREAS, in September of 2003 the City entered into an agreement with the City of Del Rey Oaks to provide fire protection services; and,

WHEREAS, the agreement covers fire protection and related services; and,

WHEREAS, the City of Seaside agreed to provide services to the City of Del Rey Oaks at a level consistent to that provided to the City of Seaside; and,

WHEREAS, the fire protection contract amounts are: fiscal year 2019-20 \$200,850; fiscal year 2020-21 \$208,500 and fiscal year 2021-22 \$208,500 plus the general salary adjustment for Fire Engineer, not to exceed 4%.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby authorizes the City Manager to enter into an additional three year agreement for fire protection services with the City of Del Rey Oaks.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 4th day of October, 2018, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton, City Clerk

**FIRE PROTECTION AGREEMENT
BETWEEN
THE CITY OF DEL REY OAKS AND
THE CITY OF SEASIDE**

THIS AGREEMENT, made and executed this 4th day of October 2018, by and between the CITY OF SEASIDE, a municipal corporation, hereinafter referred to as “Seaside”, and the CITY OF DEL REY OAKS, a municipal corporation, hereinafter referred to as “Del Rey Oaks” provides as follows:

SECTION 1. Intergovernmental Fire Protection Services.

This Agreement covers fire protection and related services provided by Seaside to Del Rey Oaks pursuant to Government Code Section 55632.

SECTION 2. Scope of Services.

In the performance of services set forth in this agreement, the City of Seaside agrees to provide fire protection services to the City of Del Rey Oaks at a level consistent to that provided to the City of Seaside.

The City of Seaside Fire Chief, or authorized representative, shall exercise sole authority for the distribution and application of fire protection related resources and the determination of operational priorities.

The City of Seaside fire protection services shall include:

- A. Fire response to confine, control and extinguish fires in Del Rey Oaks.
- B. Hazardous Material Incident response to isolate and evacuate areas impacted until the material is removed.

The City of Seaside will remove small amounts of automotive fluids and other common materials from the incident site.

- C. Emergency Medical Response (EMS) at the Emergency Medical Technician level (known as BLS, or Basic Life Support).
- D. Rescue and extraction to persons trapped or otherwise in danger of personal injury or death.

- E. Fire Prevention and Investigation services such as fire plan checking utilizing Uniform Building Codes and Uniform Fire Codes relating to new construction or remodeling. This service includes periodic inspection of business occupancies consistent with scheduling of inspections by Seaside.
- F. Other emergency situations that present an immediate threat to life or property.
- G. Miscellaneous services such as periodic testing for the amount of flow from fire hydrants within current agreements with the Monterey Water Management District and current practices of the Seaside Fire Department.
- H. Reports will be provided to the City of Del Rey Oaks to document monthly response information by the fifth working day of the following month including:

- Reporting Period (Month and Year)
- Total number of Responses
- Date and Time of Each Response
- Type of Incident for each Response
- Response Time

Response reports for each Del Rey Oaks incident will be maintained by Seaside and will be provided to Del Rey Oaks upon specific request.

Fire investigation records and reports shall be provided to the Del Rey Oaks Police Department upon specific request pursuant to an investigation considered potentially criminal in nature.

SECTION 3. Del Rey Oaks Responsibilities.

- A. Water System and Fire Hydrants: Del Rey Oaks shall provide and maintain a water system that provides adequate water for fire suppression purposes with an acceptable number of properly located fire hydrants. This system shall be consistent with the current Seaside standards for fire protection water supply.
- B. Uniform Fire Code: Del Rey Oaks shall adopt and maintain in effect an ordinance adopting the most current Uniform Fire Code with amendments consistent with those adopted by Seaside.
- C. Code Enforcement and Permits: Del Rey Oaks agrees to coordinate all development, construction, and business licensing with the Seaside Fire Department. Such coordination shall include review and approval of the Seaside Fire Department for Building Permits required by the current edition of the Uniform Building and Uniform Fire Codes.

This review and approval includes development plans, subdivision plans and business license applications that will be evaluated for impacts to fire and emergency service delivery and compliance with fire and life safety codes and ordinances. All fire department approvals shall be completed prior to the issuance of building permits or commencement of construction.

- D. Hazardous Materials: Del Rey Oaks shall adopt and maintain in effect legislation, which requires the person(s) responsible for the release of hazardous material(s) to be responsible for the cost of, said removal.

SECTION 4. Terms.

- A. This Agreement shall be for a period of three (3) years, commencing July 1, 2019 and ending June 30, 2022.
- B. The annual fire protection fee shall be paid upon quarterly billing by the City of Seaside.
- C. The annual fire protection contract amounts are as follows and increases will be equal to the general salary adjustments for the Fire Engineer classification outlined in the City of Seaside Firefighters Association Memorandum of Understanding. The annual increase on July 1, 2019 will be 3%; July 1, 2020 will be 3.84% and July 1, 2021 will be determined through future contract negotiations; not to exceed 4%:
- Fiscal Year 2019-20 Contract amount to be \$200,850
 - Fiscal Year 2020-21 Contract amount to be \$208,550
 - Fiscal Year 2021-22 Contract amount to be \$208,550
- Plus the general salary adjustment not to exceed 4%*
- D. Either party may cancel this Agreement with at least ninety days written notice prior to the termination date. Payments for services hereunder will be pro-rated to the date of cancellation.
- E. By January of 2022, representatives from both cities will meet to discuss terms for the subsequent years contracts.
- F. Once a year, representatives of both cities will meet to discuss provisions of fire service and methods to improve service and/or reduce expenses.

SECTION 5. Hold Harmless, Indemnify and Defend Agreement.

City of Seaside shall defend, indemnify, hold harmless and protect the City of Del Rey Oaks and each of its officers, officials, employees, authorized representatives, agents, and

volunteers from and against any and all cost, damage, expense, liability, loss (including without limitation to costs and fees of litigation) of every nature arising out of or in connection with City's (including any subcontractor, anyone directly or indirectly employed by anyone for whose acts any of them may be liable) performance of work hereunder or failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Del Rey Oaks.

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or affects the legal liability of either party by imposing any standard of care respecting emergency services different from the standard of care imposed by law.

The City of Del Rey Oaks shall defend, indemnify, hold harmless and protect the City of Seaside, and its officers, employees, representatives, agents and volunteers from and against any and all cost, damage, expense, liability, loss (including without limitation to costs and fees of litigation) of every nature arising out of or in connection with Del Rey Oak's performance of work hereunder or failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Seaside.

SECTION 6. Changes.

No alteration or variation of the terms or conditions of the Agreement shall be valid unless made in writing and signed by the parties hereto.

SECTION 7. Assignment.

The rights and obligations of Seaside hereunder are not assignable and cannot be delegated. Any such purported assignment or delegation without written consent of Del Rey Oaks shall be void.

IN WITNESS WHEREOF, the parties execute this Agreement hereto on the day and year first above written.

CITY OF SEASIDE

CITY OF DEL REY OAKS

Craig Malin, City Manager

Dino Pick, City Manager

Approved by:

CITY ATTORNEY'S OFFICE