



CITY OF SEASIDE
CITY COUNCIL

AMENDED AGENDA

REGULAR MEETING
COUNCIL CHAMBER
440 Harcourt Avenue
Thursday, November 1, 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. **PROCLAMATION RECOGNIZING NOVEMBER 11, 2018 AS "BELLS OF PEACE"**

B. **ISSUE A PROCLAMATION RECOGNIZING THE ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS (AMBAG) 50TH ANNIVERSARY**

C. PRESENTATION OF THE OCTOBER 2018 HOUSE OF THE MONTH AWARD

PURPOSE & RECOMMENDATION: The purpose of this item is to recognize Rose Marie Luna, property owner of 1260 Military Avenue, for beautifying and maintaining her property.

D. PRESENTATION ON THE CITY EFFORTS FOR DIGITAL PUBLIC MEETING ACCESS

PURPOSE & RECOMMENDATION: To present to the Council information regards the City's efforts and challenges with digital public meeting access.

8. CONSENT CALENDAR

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

A. APPROVE MINUTES OF OCTOBER 18, 2018

PURPOSE & RECOMMENDATION: It is recommended that the minutes are reviewed and approved.

B. 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 October 9, 2018 through October 22, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the pay period of October 11, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,329,628.83.

C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST IN THE AMOUNT OF THREE THOUSAND DOLLARS (\$3,000.00) FROM COMMUNITY PARTNERSHIP FOR YOUTH'S AFTERSCHOOL PROGRAM

PURPOSE & RECOMMENDATION:

The purpose of this agenda item is for the City Council to consider a Three Thousand Dollar (\$3,000.00) request from Community Partnership for Youth for a donation from the Mayor's Youth Fund to help cover the costs of their Afterschool Program.

It is recommended that the City Council approve the request.

D. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST IN THE

AMOUNT OF THREE THOUSAND DOLLARS (\$3,000.00) FROM SEASIDE HIGH SCHOOL GIRL'S BASKETBALL TEAM

PURPOSE & RECOMMENDATION:

The purpose of this item is to consider the request from the Seaside High School Girl's Basketball Team for a donation of \$3,000.00 (Three Thousand Dollars) from the Mayor's Youth Fund to allow the organization to purchase new equipment and game gear.

It is recommended that the City Council approve the request.

E. APPROVE A FEE WAIVER REQUEST FROM NARCOTICS ANONYMOUS FOR THE USE OF LAGUNA GRANDE HALL FOR ANNUAL TALENT SHOW EVENT

PURPOSE & RECOMMENDATION:

The purpose of this item is for the City Council to consider a request from Narcotics Anonymous to waive fees associated with their annual Talent Show Event on March 16, 2019.

Staff recommends approving the following:

1. 50% reduction in room rental fees.
2. Organization to provide non-refundable portion in the amount of \$147.81.

F. APPROVE A FEE WAIVER REQUEST FROM THE MONTEREY BRANCH NAACP FOR THE USE OF MEETING ROOMS FOR THEIR MONTHLY MEETINGS AT THE OLDEMEYER CENTER IN NOVEMBER, DECEMBER 2018 AND JANUARY, FEBRUARY, MARCH 2019 AND BOARD RETREAT AT SEASIDE COMMUNITY CENTER

PURPOSE & RECOMMENDATION:

The purpose of this item is to consider the request for a fee waiver by Monterey Branch NAACP in the amount of Five Hundred Ten Dollars and Fifty Cents (\$510.50) for the room rental fees at the Oldemeyer Center and Seaside Community Center for their monthly organization meetings and Board Retreat.

It is recommended that the City Council approve this waiver of all fees except for the non-refundable deposit which goes to the building and maintenance fund in the amount of \$78.50.

G. APPROVE A REQUEST FOR CO-SPONSORSHIP AND FEE WAIVER FOR 2019 HOT CARS COOL NITES CAR SHOWS

PURPOSE & RECOMMENDATION: The purpose of this item is for the City Council to approve a request from Gold Coast Rods for co-sponsorship of and to waive fees associated

with the Hot Cars/Cool Nites Classic Car Show to be held on July 26, 2019, August 30, 2019 and September 27, 2019 in the amount of Eight Thousand, Eight Hundred Ninety-Nine Dollars and Thirty-Five Cents (\$8,899.35).

H. APPROVE A RESOLUTION AUTHORIZING THE CLOSURE OF HARCOURT AVENUE TO THROUGH TRAFFIC AT CANYON DEL REY, ALLSTON AND HILLSDALE FOR THE CITY OF SEASIDE'S TREE LIGHTING CEREMONY ON DECEMBER 7, 2018

PURPOSE & RECOMMENDATION: The purpose of this item is to request that City Council approve a resolution permitting the closure of Harcourt Avenue to through traffic at Canyon Del Rey, Allston and Hillsdale to ensure public safety during the City of Seaside's Annual Tree Lighting Ceremony on Friday, December 07, 2018 between the hours of 10:00 a.m. to 10:00 p.m.

I. APPROVE CITY COUNCIL EXPENDITURE FOR MAYOR RUBIO

PURPOSE & RECOMMENDATION: Approve the expenditure For Mayor Rubio to attend The Youth Of The Year event sponsored By The Boys And Girls Club of Monterey County for \$75 and the US Marines Annual Ball For \$80.

9. PUBLIC HEARING

A. TEFRA PUBLIC HEARING FOR THE ISSUANCE OF TAX EXEMPT PRIVATE ACTIVITY BONDS FOR THE MULTIFAMILY AFFORDABLE HOUSING RENTAL PROJECT KNOWN AS SEAVIEW VILLAGE APARTMENTS

PURPOSE & RECOMMENDATION: It is recommended that the City Council hold a public hearing and adopt a resolution approving the issuance of Bonds by the California Statewide Communities Development Authority in an amount not to exceed \$60,000,000 to provide financing for the acquisition, rehabilitation, improvement, and equipping of a 133-unit multifamily rental affordable housing project generally known as Seaview Village Apartments.

10. BUSINESS ITEMS

A. APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH DUDE SOLUTIONS, INC. FOR THE PURCHASE OF SMARTGOV: COMMUNITY DEVELOPMENT SOFTWARE, IN THE AMOUNT OF \$108,432.00.

PURPOSE & RECOMMENDATION: The purpose of this item is for City Council to consider a resolution authorizing the City Manager to sign an agreement with Dude

Solutions, Inc. for the purchase of SmartGov: Community Development Software, in the amount of \$108,432.00.

B. CONSIDER A RESOLUTION APPROPRIATING \$7,000 FROM THE PARKS MAINTENANCE GENERAL FUND ACCOUNT TO THE PARKS IMPROVEMENT CIP FUND AND AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS TO DESIGN CAPRA PARK IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$34,900.

PURPOSE & RECOMMENDATION: The purpose of this item is to have the City Council consider an appropriation in the amount of \$7,000 from the Parks Maintenance General Fund account to the Parks Improvements CIP fund and authorize the City Manager to execute a professional service agreement with Whitson Engineers to design the proposed improvements to Capra Park for an amount not to exceed Thirty-Four Thousand Nine Hundred Dollars (\$34,900).

C. APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES TO DESIGN THE MEASURE X AND SB1 ROADWAY IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$1,058,180.

PURPOSE & RECOMMENDATION: The purpose of this item is to have the City Council consider awarding a professional service agreement to Harris & Associates to design the Measure X and SB1 Roadway Improvements for an amount not to exceed \$1,058,180.

D. ADOPT A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO EXECUTE A LETTER OF ENGAGEMENT WITH THE FIRM OF CLIFTONLARSONALLEN, LLP, TO CONDUCT AN INVESTIGATIVE FORENSIC ACCOUNTING OF CITY COUNCIL EXPENDITURES

PURPOSE & RECOMMENDATION: It is recommended that the City Council adopt a Resolution authorizing the City Attorney of the City of Seaside to execute a Letter of Engagement with the firm of CliftonLarsonAllen, LLP, to conduct an investigative forensic accounting of City Council expenditures for compliance with City policies for the period of July 1, 2015, through and including September 24, 2018.

E. RECEIVE REPORT ON SEXUAL HARASSMENT INVESTIGATION

PURPOSE & RECOMMENDATION: To receive the report of the Sexual Harassment Investigation approved by the City Council on October 4, 2018.

F. COASTAL ADMINISTRATIVE PERMIT NO. CAP-18-01: THE MONTEREY PENINSULA AUDUBON SOCIETY, APPLICANT, IS REQUESTING AUTHORIZATION FROM THE CITY COUNCIL TO PROCESS A COASTAL ADMINISTRATIVE PERMIT ON CITY OWNED PROPERTY FOR THE PLACEMENT OF A TERN RAFT AT THE SOUTHERN END OF ROBERTS LAKE TO SERVE AS A FLOATING ECOLOGICAL BIRD HABITAT ISLAND. THE PROJECT SITE IS LOCATED IN THE COASTAL PARKS AND OPEN SPACE (CPOS) ZONING DISTRICT OF THE CITY OF SEASIDE LOCAL COASTAL IMPLEMENTATION PLAN. THE PROJECT IS CATEGORICALLY EXEMPT CLASS 4, SECTION 15301(A) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

PURPOSE & RECOMMENDATION: In accordance with Section 2.5.B - Nature Preserve, of the Seaside Coastal Implementation Program (CIP), the installation of a nature based ecological habitat station is subject to the issuance of a Coastal Administrative Permit (CAP). The City Council must provide authorization for the use of a permit on City owned property. Staff recommends that the City Council adopt the Resolution provided as Attachment 1 to the Staff Report to accept the findings, evidence and Conditions of Approval for the proposed Coastal Administrative Permit

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

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

12. ADJOURNMENT

Next Regularly Scheduled Meeting:
November 15, 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



“Bells of Peace”

A World War I Centennial Armistice Remembrance

WHEREAS, a tolling of bells is a traditional expression of honor and remembrance; and

WHEREAS, a century ago, 4.7 million American sons and daughters put on the uniform to serve our nation and the world in this global conflict; and

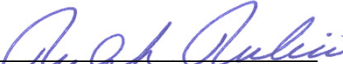
WHEREAS, men and women from the city of Seaside served selflessly and honorably in World War I; and

WHEREAS, there were 375,000 American casualties including 116,516 deaths; and

WHEREAS, in November 2018, the world will commemorate the 100th anniversary of the Armistice that ended the fighting in World War I at 11:00 a.m. on November 11, 1918, the eleventh hour of the eleventh day of the eleventh month; and

WHEREAS, the United States World War One Centennial Commission has called upon all Americans across the Nation to toll bells in remembrance of those who served in World War I on this centennial Armistice Day, concurrent with Veterans Day, November 11, 2018.

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ralph Rubio, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim November 11, 2018, as Bells of Peace: A World War I Remembrance Day in the City of Seaside, California and call upon the citizens and institutions of our community to toll the bells in remembrance of the Armistice at 11:00 a.m. local time on November 11, 2018.


Ralph Rubio, Mayor

November 1, 2018

City of Seaside PROCLAMATION



Association of Governments 50th Anniversary Monterey Bay Area

WHEREAS, the Association of Monterey Bay Area Governments (AMBAG) is celebrating its fiftieth anniversary of service to the local community on November 14, 2018, and upon this occasion, it is deserving of special public commendations; and

WHEREAS, AMBAG was formed in 1968 by the elected officials of Monterey, San Benito and Santa Cruz counties, for the purpose of providing a permanent forum for planning, discussion and study of regional problems of mutual interest and concern, and to develop studies, plans, policy and action recommendations; and

WHEREAS, striving to meet the needs of the community both now and in the future, AMBAG's involvement in 1968 as an advisory committee to protect water quality of the Monterey Bay has evolved into a multi-purpose planning agency; and

WHEREAS, demonstrating its ability to forge solutions to the challenges that face the community, AMBAG is actively involved in future planning for transportation, land use, housing sustainability, air quality, economic development, resiliency and energy conservation; and

WHEREAS, serving as a dynamic force striving to improve the quality of life in the general community, AMBAG played a critical role in the development, securing, coordination and designation of the Monterey Bay Marine Sanctuary; and

WHEREAS, the AMBAG Energy Watch Program develops and implements programs to reduce energy use and greenhouse gases in residential, commercial, municipal, non-profit and educational segments of the AMBAG region; and

WHEREAS, AMBAG has conducted coordinated blueprint and sustainable transportation planning and has approved a Metropolitan Transportation Plan/Sustainable Communities Strategy in 2014 and 2018 pursuant to SB 375. Both the 2035 and 2040 MTP/SCS's included a regional development pattern and transportation network that met the regional greenhouse gas emissions reduction targets as required by the State of California; and

WHEREAS, the contributions of AMBAG has made to the local area are invaluable, and reflect an organization devoted to the highest ideals of community service.

NOW THEREFORE, BE IT RESOLVED, that I, The Honorable Ralph Rubio, Mayor of the City of Seaside, California, on behalf of the City Council do hereby recognize the Association of Monterey Bay Area of Governments many accomplishments and that they be commended on the celebration of its fiftieth anniversary and extended best wishes for continued success in the future.


Ralph Rubio, Mayor
November 1, 2018



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: November 1, 2018

SUBJECT: PRESENTATION ON THE CITY EFFORTS FOR DIGITAL PUBLIC MEETING ACCESS

PURPOSE & RECOMMENDATION

To present to the Council information regards the City's efforts and challenges with digital public meeting access.

BACKGROUND

The City of Seaside is a service based organization that strives for engagement and transparency. All of our public meetings are open to the public by State law, but we have always desired go a step further to ensure accessibility of our City Council meetings through other means, to be inclusive for those that cannot attend in person. Our City Council meetings are aired on the Peninsula Government Channel for subscribers to Comcast or ATT. Historically; we valued this service because many of our residents did not have internet connections. Our contracted services with Access Monterey Peninsula (AMP) has served the needs of the community offering the meetings live, as well as several playbacks and within five days, making available video on demand via the AMP website.

Recently, we have encountered encounter several broadcasting errors that have impacted our residents ability to view meetings as they are occurring. Staff has been working with the AMP to ensure that Seaside's equipment is functional, that there are no physical infrastructure deficiencies, and there are no technological barriers to a smooth broadcast. It has been acknowledged that Seaside's infrastructure is dated, having been purchased mostly in 2004 with the exception of the tracaster-300 purchased in 2012 and is limited due to the aged nature, but is still functional. AMP has agreed to work diligently to identify any issues they are having which is impacting our broadcast consistency. AMP has also identified that their infrastructure needs updating and has issued an RFP for all new production and distribution hardware to be in place in January 2019.

Due to the Internet of Things (IoT) transforming the way that people communicate and many of our residents are substituting their televisions with internet based devices and prefers to get their information on demand. The City understands the need to adapt. In trying to ensure that we are inclusive and responsive with our services to our changing environment, we have engaged with a service to not only make information available instantaneously, but also offer it on a platform that provides closed caption text instantaneously in up to ten different languages. Members of the public could be present at the meeting, and streaming it on a hand held device reading the proceedings in the language of their choice. This is an accommodation we are trying to implement to be inclusive of people with language or hearing challenges. AMP has also agreed to work with the City to identify opportunities to increase the speed at which VOD is available.

Additionally, the City has purchased a mevo portable camera system and has been in the process of testing it as an option to be able to live stream and record ALL board and commission meetings, community engagements and special events. This will all be made available on the City's new YouTube channel and will offer additional positive opportunities.

While it does seem easy to turn on a phone and stream from anywhere, there are many factors to consider when choosing to go that route, primarily regulatory as well as archiving capability and video/sound quality. During the presentation, staff aims to further explain the challenges that we are facing, as well as the opportunities that we are trying to enlist to provide access to public meetings and information to be an innovative and inclusive service based organization. It would be helpful if the City Council could provide direction regarding the prioritization of traditional television services verses digital media.

FISCAL IMPACT

There is no fiscal impact at this time. However should the City continue to prioritize television broadcast of City Council meetings, in the near future the infrastructure including audio and video equipment will need to be upgraded.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
Thursday, October 18, 2018
7:00 PM

1. **CALL TO ORDER**

Mayor Rubio Called the meeting to order at 8:00 PM.

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

PRESENT: Alexander, Campbell, Jones, Pacheco, Rubio

ABSENT: None

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

Pastor Herold Lusk led the invocation and Mayor Pro Tem Oglesby led the Pledge of Allegiance.

4. **REVIEW OF AGENDA**

Staff recommended Items D E and G be reschedule for another meeting.

Rubio requested permission to move business Item 9E to 9A

The City Council agreed unanimously.

5. **PUBLIC COMMENT**

Mayor Rubio invited comments from the public.

- Jennifer Kadosh the owner of Googie grill spoke to the impact of the new no parking regulations on Del Monte expressing frustration there was not more consideration to businesses that are directly affected by the lack of parking for extra customers.
- Mary Ann Cunningham also spoke to also being affected by the parking changes and believes this should have been addressed during the design phase.
- Harold Lusk offered a temporary solution that workers can park in the parking lot of the church until the city can find a solution.
- CSUMB Professor Dan Fernandez spoke to the Sustainable Cities Project CSUMB Students are working on that help the city interest and well-being.
- CUSMB Student Fadi invited the community to complete a survey regarding Fremont Blvd.
- CUSMB Student Joshua Penneck invited the community to complete a survey regarding a proposal for a Lineal Park at the top of General Jim Moore Blvd.
- Mel Mason stated that the Village Project does not take a position on the SRO issue, even though he does not support it personally. He then spoke to two community events sponsored by the Village Project in memory of the 1968 Mexico Olympics and invited the public to attend a screening of a documentary to celebrate the racial justice that showcased three Olympic athletes on October 19th. He also spoke to the mental health event, November 10th in honor and recognition of Native American Heritage Month .
- Debra Gramespacher spoke to the flyers being received for election Measure J, which has a mistake and spoke in support of Measure J.
- Gary Cursio Director of Government of affairs representing MCHA and Peninsula Businesses spoke briefly about measure J and encouraged people to vote No on Measure J.
- Silvia Shee recently there is a lot of political activities and is overwhelmed with the amount of public information and asked if the City could try to help educate the citizens about the ballot measures.
- A resident spoke to the last City Council meeting where a Council Member referred to members of the community as "a small group of you minorities" and she took offense to it

and asked the Council to clarify what was meant by that statement.

- Gertrude Smith that people are more civically engaged in this election cycle and hopes it will be a growing trend but expressed concern about the effect this election cycle is having on the residents that we are not exhibiting exemplary behaviors and we should not descend into the toxicity of the national conversation.
- George Riley spoke supporting Measure J and Public Water Now and in agreement with Gertrude Smith's comments. He also noted that customers served by MCWD and Seaside Muni water have the opportunity to vote on Measure J even though they do not have water service by Cal Am.
- Jay Fagan thanked the City of Seaside for supporting the Fourth Annual Veteran's stand down where nearly 400 veterans were served and because of the availability of volunteers and resources, they were able to open the gates and serve more homeless from the broader community. He also spoke to the fundraiser on November 11th at the VTC to support families.
- Marie Ann Pagan spoke to comments made by Council Member Jones she believed not to be true including comments about required trainings, accusations about harassment and loss of paperwork by staff, and saving city funds for lobbyist services and her knowledge of city policies as well as her knowledge of the City budget. She also expressed displeasure that Council Member Jones deletes unfavorable comments on her social media and blocks comments not to her liking citing it as a violation of first amendment rights.
- Miriam Smith shared her concerns with the upgrades for the Cutino park citing they are well overdue however she was not in support of funding with bonds with a 28 year pay back and it should have been put to a vote. She also disagrees with the skate park.
- Alvin Edwards spoke to his candidacy for Monterey Peninsula Water Management District Board Member.
- Susan Skiavoni encouraged the public to attend the public information meeting about Measure J on October 22nd. She also addressed the negative emotional energy in the Council chamber as emotionally dividing.
- Ian Oglesby spoke in agreement to the negative atmosphere as dividing and requested to correct the record that he left the City in debt \$500k, citing when he left it was a balanced budget plus reserves. He also requested for the record that all projects he approved has language in their agreements that the developer pays the fees from a fund that was front loaded therefore he was responsible for any debts incurred by the developer. Stop allowing people to denigrate, run over you or say things that are not true.
- Roelof Wijbrandus agreed that we need to move forward with civility and spoke to the many ways that the City makes themselves available for their citizens, including the City Manager's open door policy and City Council Member public forums.
- Gracie Rubio agreed to the civility issue and discouraged Council Members from calling members of the public or other Council Members names, as in the past. She questioned Council Member Jones adherence to the purchasing policy with numerous missing receipts and unexplained charges. There was no adherence to the policy and it was not enforced by the City Manager.
- Kay Cline understands an audit is happening and citizens who are interested could be on a committee to address these issues so they don't have to be done during the Council Meeting. She spoke in support of the progress of the City such as the Broadway improvements, bicycle improvements, and the farmer's market, the revealing of the campus town specific plan, the CSUMB Sustainable Service Learning Students and other things that transitioning Seaside into a vibrant college town. She spoke to the documentation that is required for filing campaign documents and to the required record keeping and she spoke against personal attacks as they don't reflect well on the people who are making them or on our city.
- Lisa Anne Sawhney is concerned for Seaside that the many investigations and dramatic events in the news are distractions from the forward progress of Seaside. She spoke to the weekly article that shows inconsistency from Ms. Jones from following the policy

sometimes but not others. She spoke to her FPPC experience and that a financially responsible candidate would keep a personal storage system and copies as required and spoke in support of the City Clerk's professionalism.

- Reverend Murray said it is one thing to make comments, but know that one day you too could be scrutinized. Transparency is key and he spoke to his personal experience where you cannot be reimbursed for expenditures unless receipts are provided.
- Jimmy Welch spoke to the tenants of Del Monte Manor with the help of Seaside Residents, the City and some grant writers they are proud to unveil the new playground for kids. He thanked the Council for their support and looked forward to the celebration the first week of November.
- Camille Groves was appalled and saddened by the negative comments about Council member Jones. Statements of fairness and balance she spoke to the hiring of police chief, adding the policy for allowing child care at city meetings, she cast her vote against the Monterey Downs development that stopped the hemorrhaging of the tax dollars. Please remember her actions and her vision has helped to move seaside forward.

City Attorney Freeman indicated that Monterey Downs does not owe any money to the City per the signed legal settlement agreement and the legal expenses were taken care of by Monterey Downs LLC. The Mayor and Council Member Jones responded to public comments made.

6. **PUBLIC AGENCY COMMUNICATIONS**

Economic Development Director Gloria Stearns spoke to Zombie Prom event on October 26th, an adult centric dance on Broadway Avenue. Come Dance your brains out.

7. **PRESENTATIONS**

A. **PROCLAMATION RECOGNIZING OCTOBER 21-27, 2018 AS NATIONAL FRIENDS OF THE LIBRARY WEEK IN THE CITY OF SEASIDE**

Mayor Pro Tem Alexander presented the Friends of the Seaside Library with a proclamation and thanked them for their service.

B. **PROCLAMATION FOR FREEDOM FROM WORKPLACE BULLIES WEEK, OCTOBER 14-20, 2018**

Mayor Pro Tem Alexander presented the proclamation for Freedom from Workplace Bullies week.

C. **PRESENTATION OF AWARD FROM THE ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS TO THE CITY OF SEASIDE FOR ACHIEVING GOLD LEVEL ENERGY SAVINGS BEACON SPOTLIGHT AWARD**

Amory From AMBAG presented the City with the gold level Beacon Spotlight award for reducing energy usage with facility improvements.

D. **PRESENTATION OF THE OCTOBER 2018 HOUSE OF THE MONTH AWARD**

Action: Continued

E. **PRESENTATION ON THE CITY OF SEASIDE EFFORTS FOR EMERGENCY PREPAREDNESS**

Action: Continued

F. **PRESENTATION ON OPEN GOV FINANCIAL TRANSPARENCY TOOL**

Representatives Meredith and Paul from OpenGov presented the reinvigorated OpenGov financial transparency platform that provides real-time access to the City of Seaside budget and historical

transactional data. The software will help with public transparency and helping citizens understand the City budget in an easy to use way.

G. PRESENTATION ON THE CITY EFFORTS FOR DIGITAL PUBLIC MEETING ACCESS

Action: Continued

8. CONSENT CALENDAR

Items B, D and F were pulled by the public for discussion.

On motion by Council Member Campbell and seconded by Council Member Jones and passed by the following vote the Consent Calendar was approved with the exceptions of items B, D and F.

RESULT: **Approved**

AYES: Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones

NOES: None

A. APPROVE MINUTES OF SEPTEMBER 6, 2018, SEPTEMBER 20, 2018 AND OCTOBER 4, 2018

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Item B was continued to the next meeting because the data was too difficult to find or interpret.

C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM GIRLS INCORPORATED OF THE CENTRAL COAST

Action: Approved

D. APPROVE A RESOLUTION AUTHORIZING THE PURCHASE OF A POLICE COMMUNITY OUTREACH VAN NOT TO EXCEED COST OF \$38,288.22

Mayor Rubio invited public comments on the item.

- Lisa Anne Sawhney questioned who would facilitate the program, but assured support for the item.
- Marie Ann Pagan questioned if the vehicle is replacing the motor home.

Police Chief Pridgen said it would be driven according to which event it would be scheduled for. It is a new vehicles and not replacing any vehicle in the fleet.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Kayla Jones and passed by the following vote the City Council approved the item as presented.

RESULT: **Adopted**

AYES: None

NOES: None

E. APPROVE A RESOLUTION AUTHORIZING THE PURCHASE OF TWO DODGE DURANGO POLICE VEHICLES WITH AFTERMARKET EQUIPMENT FOR AN AMOUNT NOT TO EXCEED \$108,342.14

Action: Approved

F. AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE CITY OF MARINA FOR THE STORAGE OF RESERVE (BACK-UP) FIRE APPARATUS IN A CITY OF MARINA OWNED BUILDING.

Mayor Rubio invited comments from the public.

- Lisa Ann Sawhney requested clarification that this item was needed due to a space constraint issue to which Fire Chief Dempsey confirmed.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the City Council approved the item as presented.

RESULT: **Approved**

AYES: Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones

NOES: None

G. APPROVE A RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING WITH THE SEASIDE MANAGERS AND SUPERVISORY EMPLOYEES' ASSOCIATION

Action: Authorized

9. BUSINESS ITEMS

A. AMENDMENT TO EXCLUSIVE NEGOTIATING AGREEMENT WITH MID-COAST HOLDING GROUP, LLC A LIMITED LIABILITY COMPANY

Economic Development Director Kurt Overmeyer spoke to the current Mid Coast Holdings Exclusive Negotiating Agreement that was entered into for the development of a luxury auto mall. He indicated that the developer suffered a serious personal injury setting the project back, but also due to the timeline for the adoption of the General Plan update, it would be more efficient and advantageous to wait to proceed on the project, which would require an extension of the ENA. Mr. Overmeyer answered questions from the Council.

Mayor Rubio invited comments from the public.

- Lisa Ann Sawhney if the City is getting any compensation during this delay as the land is tied to this developer and expressed concerned we are not engaging in strong negotiations. She is struggling with why we are continuing long term ENAs, with extensions, but should be encouraging properties to be developed more rapidly.
- Regina Mason expressed concern that citizens who don't come to the City Council Meetings are not informed of what is occurring and wants to see culturally congruent approaches to communicating with the public.

City Manager Malin spoke to the more successful probability we will have with developing the parcel if we delay this specific project at this time. Council Member Pacheco spoke to the increase in the types of community outreach methods the city has used to engage the public and assured the audience there are vehicles being used to get information out to the public.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the City Council approved the extension of the ENA unanimously.

RESULT: **Approved**

AYES: Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla

Jones

NOES:

None

The City Council unanimously approved extending the meeting to 11:15 PM.

B. APPROVE A RESOLUTION TO AWARD A CONSTRUCTION CONTRACT TO THE GRANITEROCK COMPANY FOR THE CUTINO PARK PHASE 1 IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$3,061,427

City Engineer Riedl spoke to all three business items regarding the Cutino Park construction process. He outlined the project history including a publicly inclusive design process through the final approval of the conceptual plan. He explained the park is currently undergoing ADA structures and pathways improvements funded by CDBG funds and approval of this item is to construct Phase 1 which includes the field and skate park which could be completed by September 2019, for construction management oversight and for an extension for the design services. On question, Mr. Riedl explained the construction management and inspection services are necessary to administer the construction contract and oversee the contractor's day to day operations, perform inspections and were selected due to outstanding reference checks, and the fact they have local staff. Verde Design would be design support to construction responsible to review submittals, shop drawings, RFI, provide clarifications on design and specs and assist with contract change orders and prepare as-built record drawings.

The Parks and Recreation Commissioners were recognized for their efforts through the process. Council Member Pacheco expressed community concerns that the City cannot facilitate the Seaside Raiders through the end of the season in November to which staff assured that we could and there will be no impact to the Raider's schedule as the project will be done by summer 2019. On question, Mr. Riedl indicated that if the field is not complete by that time, there are liquidated damages of \$5,000 per day.

Mayor Rubio invited comments from the public.

- Jon Wizard spoke in support of the process to try to come to a compromise to please everyone. He is so happy to see this item come to fruition as a project designed together, with the community and it should be celebrated.
- A youth resident expressed that this project would be better if the skate park was at different park which would allow room for a full basketball court instead of a half court.
- Lisa Ann Sawhney questioned the phase 2 process, if there are any included warranties, and hopes the City will focus on improvement of all parks in Seaside. She spoke to the presentation that \$1.3 million has been allocated to parks over the last 10 years and thinks that this much investment for one park was not wise and could have been better utilized. She encouraged caution not to bond too much but instead focus on economic development and increasing the tax base.
- Miriam Smith said that this complex has bi-passed the citizens and is moving way to fast and spoke against the amount of tax money being spent on this improvement.
- Ian Oglesby Spoke in support of the design, the inclusive community process and for the investment that this makes into the youth of our City.
- Dennis Volk spoke to the constant battle between different sports and spoke ins uport of park improvements.

Mayor Rubio stated for the record that football will be allowed to use the field. There is a lot of room for improvement at all city parks. He spoke to historic agreement with MPUSD. He thanked staff for bringing a contract forward with a local company. Council Member Pacheco spoke to the three year inclusive public process. He agreed that the park is not his ideal park idea either, but compromises happen to make the largest amount of people happy. He requested the ground breaking

prior to November as the Mayor has been an integral part of the process. On question about the warranty, staff responded that there is a ten year warranty on the turf, but resurfacing will be drastically cheaper than the initial build.

On motion by Kayla Jones and seconded by Council Member Dave Pacheco and passed by the following vote the City Council approved the construction contract with Granite Construction for the construction of the Cutino Park Phase 1 improvements.

RESULT: **Approved**

AYES: Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones

NOES: None

C. APPROVE A RESOLUTION AWARDING A PROFESSIONAL SERVICE AGREEMENT TO PROJECT DIMENSIONS INC. TO PERFORM CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CUTINO PARK PHASE 1 IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$309,288.

On motion by Kayla Jones and seconded by Mayor Pro Tem Dennis Alexander and passed by the following vote the City Council approved a professional services agreement with Project Dimensions for Construction Management and Inspection services.

RESULT: **Approved**

AYES: Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones

NOES: None

D. APPROVE A RESOLUTION AUTHORIZING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH VERDE DESIGN INC. CONTRACT TO PROVIDE DESIGN SERVICES DURING CONSTRUCTION FOR THE CUTINO PARK PHASE 1 IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED SEVENTY THOUSAND NINE HUNDRED TWENTY FIVE DOLLARS (\$70,925).

On motion by Kayla Jones and seconded by Mayor Pro Tem Dennis Alexander and passed by the following vote the City Council approved an amendment to the Verde Design contract as presented.

RESULT: **Approved**

AYES: Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones

NOES: None

E. APPROVE A CONTRACT FOR THE PURPOSE OF CONDUCTING A FORENSIC AUDIT AND TO FREEZE CITY COUNCIL EXPENDITURES

City Attorney Freeman asked the City Council to authorize him to proceed with the forensic audit, including amending the proposed agreement to expand the scope of services to include findings for to support the decisions well as recommendations for policy or procedure changes to assure the city is operating in a way to prevent issues in the future. In addition, this action requires all cash cards be returned to the City after this meeting and that no more expenses can be incurred by the City Council without approval in advance at a public meeting. He indicated that the audit will be completed in 30-45 days and will be released to the public. On question, Mr. Freeman affirmed the work on this report has already started, as approved by phase 1 of the contract. The phase one and phase two was just to get the process moving but it will result in one report.

Mayor Rubio invited comments from the public.

- Regina Mason clarified that for the record, Council Member Jones stated during her

feedback that the City paid for a Village Project luncheon she attended, but they are free to attend.

- Marie Ann Pagan thanked the Council for having the City Attorney over see this process and that no further expenses will occur. She requested clarification about future family care/child care expenses if those would also be impacted.
- Harold Lusk questioned the accusations that the City Manager approved the expenditures and requested if he was able to say something about the situation, that he would to bring peace.
- Don Jordan questioned if this limit the ability to go to the Secretary of State or the District Attorney or if this is to be resolved at the city council level
- Gracie Rubio spoke in full support of this action saying that it is essential to bring resolution to this issue.
- Lisa Anne Sawhney agreed that it will bring truth and resolution. She requested clarification regarding the purchasing cards and questioned if any of the City Managers duties be limited while it is being completed, such as approving expenses or negotiations.
- A resident is thankful to the City Attorney for taking independent charge.
- Gertrude Smith spoke in support of the item and hopes it will be holistic and unbiased.
- Ian Oglesby spoke in support of staff's ability to conduct a professional investigation. He does not appreciate the cloud of the City or his head and encouraged it to be completed expeditiously. He questioned why it would take so long to complete.

Mr. Freeman responded that the forensic audit will take the amount of time because it will be in such detail that it can be used in the court of law. Additionally, it will take time to develop findings to go with it and recommendations to protect the City in the future.

Council Member Campbell spoke in support of an independent third party. Mr. Freeman confirmed that adding the additional scope of findings will not increase the cost, just modify the agreement. Council Member Pacheco urged it to be done expeditiously so it is completed prior to the new Council being seated.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Kayla Jones and passed by the following vote the City Council authorized the City Attorney to proceed with facilitating the independent forensic audit and to return to the next City Council meeting with a revised contract, to freeze all City Council expenditure without full City Council approval and to return all purchasing cards held by City Council members immediately.

RESULT: **Approved**
AYES: None
NOES: None

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

Having exceeded 11:15 PM, this item was continued.

11. ADJOURNMENT

The meeting adjourned at 11:19 PM.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ralph Rubio, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY:

DATE: November 1, 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 October 9, 2018 through October 22, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the pay period of October 11, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,329,628.83.

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:

- \$544,184.72 for Payroll and benefits.
- \$30,482.34 to California-American Water for water consumption at multiple City of Seaside service addresses for the billing period of 8/23/2018 - 9/26/2018.
- \$36,757.16 to John C. Gemma for (3) Hewlett Packard Gen9 blade servers.
- \$15,951.87 to John C. Gemma for (1) ParDay One contract extension for 24x7 1-year proactive support.
- \$25,073.73 to Monterey County Convention & Visitor's Bureau for City of Seaside TID

(Tourism Improvement District) remittance for the month of August, 2018.

- \$14,736.10 to Monterey Bay Air Resources District for FY 2018/19 per capita assessment fee (Seaside portion for Monterey County).
- \$10,536.93 to Monterey County Petroleum for fuel purchased for City of Seaside vehicles during September, 2018.
- \$15,628.00 to Monterey Peninsula Water Management District for Seaside basin watermaster monitoring and management plan services from 1/1/2018 - 6/30/2018.
- \$43,256.84 to Pacific Gas and Electric for Seaside collective gas/electric consumption; 10/4/2018 bill date.
- \$74,767.93 to Turf Star, Inc. for (1) groundmaster turf mower plus accessories.
- \$17,477.50 to Harris & Associates, Inc. for professional services from 8/26/2018 - 9/29/2018 for Seaside County Sanitation District CIP management for: Del Monte Blvd. sewer line, Canyon Del Rey sewer line, Hwy 1 sewer cleaning
- \$119,681.25 to U.S. Bank - St. Paul for debt service payment for City of Seaside JP financing LSE Rev Bonds taxable series 2006 for the Bayonet and Black Horse golf course project (accrual period 8/1/2018 - 1/31/2019).
- \$10,317.55 to Rincon Consultants, Inc. for September, 2018 - Fort Ord Main Gate specific plan amendment (greenhouse gas analysis/project management).
- \$10,529.85 to Errol L. Montgomery & Associates, Inc. for update to Seaside groundwater basin management action plan; professional services from 7/1/2018 - 8/31/2018.

The remaining checks, totaling \$360,247.06 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: November 1, 2018

Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: November 1, 2018

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST IN
THE AMOUNT OF THREE THOUSAND DOLLARS (\$3,000.00) FROM
COMMUNITY PARTNERSHIP FOR YOUTH'S AFTERSCHOOL
PROGRAM**

PURPOSE & RECOMMENDATION

The purpose of this agenda item is for the City Council to consider a Three Thousand Dollar (\$3,000.00) request from Community Partnership for Youth for a donation from the Mayor's Youth Fund to help cover the costs of their Afterschool Program.

It is recommended that the City Council approve the request.

BACKGROUND

Community Partnership for Youth is requesting a Three Thousand Dollar (\$3,000.00) donation from the Mayor's Youth Fund to help cover the cost of their Prevention Programs; specifically in relation to their one-on-one mentoring program and afterschool program. Community Partnership for Youth provides many services to at-risk youth in Seaside, including homework support, reading assistance, one-on-one mentorships, and life-skills guidance along with other enrichment activities. The organization provides services at the following schools: Del Rey Woods Elementary School, Martin Luther King Jr. Elementary School, Highland Elementary School, Ord Terrace Elementary School, Seaside High School, Marina High School and the Life Long Learning Academy. Since July 01, 2018, Community Partnership for Youth served a total of 544 individuals.

The Community Partnership for Youth will be using a donation from the Mayor's Youth Fund to cover costs associated with their Protect Our Planet Club. The Club is a group of students who spend time cleaning up the school campus several times a week, as well as cleaning Laguna Grande Park. CPY mentors and volunteers are very active in the Zero Waste Project.

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

Mayor's Youth Fund Policy. They received their last donation at the October 05, 2017 City Council meeting.

FISCAL IMPACT

If approved this request would be funded by a donation from the Waste Management's donation to the Mayor's youth Fund.

ATTACHMENTS

1. CPY Mayor's Youth Fund Request 2018
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Mayor's Youth Fund Contribution Request

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

Name of Organization: Community Partnership for Youth

Address: 775 Kimball Avenue, Suite 101, Seaside, CA 93955

E-mail Address: respect@cpy.org

Phone Number: Work: (831) 394-4279 **Cell:** (831) 595-1471

Name of Individual: N/A

% Residents or Students of Seaside: 91.4%

of Participants Since July 1st CPY has served 544 individual students.

Ages: Kinder - 5th Grade: 384; Middle School: 128; High School: 32

96.1% very low and low income; 45.8% female; 54.2% male;

3.3% African-American/Black, 3.5% Asian, 3.3% White, 83.5% Hispanic/Latino; 6.3% Multi/Biracial; American Indian .2% and .2% South Pacific Islander.

Please see attached Statistics from July 1, 2018 to date.

CRITERIA – Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more of the following list:

Scholastic	<u>XX</u>
Athletic	<u>—</u>
Music	<u>XX</u>
Environmental	<u>—</u>
Art	<u>XX</u>

Is funding a reward for one of these activities?

Yes Every afternoon students complete their homework and send at least a half an hour reading. This semester we have 51 service learners from CSUMB assisting the CPY mentors in a variety of learning options. Each Wednesday students are involved in Palenke Arts and Guitars Not Guns. Art is a focus every Wednesday and Friday afternoons often using recycled materials.

Description of event, activity or program funding pertains to: (Attach Addition Information as Necessary)

The Mayor's Youth Fund Grant funds will be used for CPY's prevention programs, CPY

offers a straightforward, principled approach to empowerment of Seaside's most vulnerable population – at-risk youth. The funds will focus on CPY's afterschool program. CPY works with the "whole child" – his/her family, school, and any involved community agencies – in a structured program with a set of Standards based on teaching respect and integrity. The CPY Standards are recited together and reinforced by program mentors every day so that students can absorb their importance and learn to live by their meaning. Many program mentors have come up through the program themselves, and so are able to embody and model the standards for current program participants. In the past 27 years of implementing the Standards CPY staff have witnessed that the earlier a child learns and embraces these values, the better s/he is equipped to make good decisions that will bring positive life-long results.

In the Afterschool Mentor-Tutor program, personalized interaction serves as the backbone of CPY's comprehensive academic program, where the emphasis is placed upon learning, not just completing assignments. Ultimately a partnership between parents, the school, and the child guarantees tutoring and mentoring tailored to a child's demonstrated area of academic or socio-behavioral need. All staff are trained in learning styles.

The total CPY program consists of an Afterschool Mentor-Tutor Program; a six-week all-day Summer Intersession Program; a Middle School Leadership Program; a High School Life Skills/Job Preparation Program; a seven-week Strengthening Families Program (SFP); the Ramon Avila Technology + Design Center; a Visual and Performing Arts Academy; CHOICES; and the Monterey County College Challenge (M3C). Each program offers students and parents a real and tangible opportunity for success in school and life.

Description of how the funds will be specially used for youth group activities/events and/or has a nexus to the goals of recycling, cleanup and/or "green" sustainability to insure a healthy environment.

A special club "Protect Our Planet" (POP) operates every summer. Students meet and clean-up the school campus several times a week, as well as cleaning Laguna Grande Park. CPY mentors and volunteers are very active in the Zero Waste Project. CPY staffs the West End, Big Sur Marathon/Half Marathon Expo and does the set up for the Cali-Roots and Jazz Festivals.

What other fundraising activities are you participating in to fund your event, program or activity and what other sources will supplement your request?

CPY raises funds year around. Our sources are Businesses, Churches, Foundations, Government entities, Individuals, Service Clubs - anyway we can raise funds that is legal and moral.

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

COMMUNITY PARTNERSHIP FOR YOUTH

2018 - 2019 STATISTICS

July - October (4 months)

Afterschool Mentor/Tutor Program

Afterschool Mentor/Tutor Program																
Site	Total	Ethnicity						Income			Gender		Percent of Low Income Families			
		AA/Black	Asi	White	His/Lat	Multi	Namer*	Other	SPI	V. Low	Low	Mod		Female	Male	
Colton Middle School	49	3	3	6	34	3	0	0	0	30	6	12	21	28	73.5%	
1 on 1 Mentoring	21	1	0	4	15	1	0	0	0	20	1	0	9	12	100.0%	
Del Rey Woods	87	0	0	1	82	4	0	0	0	80	5	2	41	46	97.7%	
Highland	70	3	5	1	58	2	0	0	1	66	3	1	31	39	98.6%	
M.L. King	82	2	3	2	68	7	0	0	0	79	2	1	36	46	98.8%	
Ord Terrace	84	1	2	2	78	1	0	0	0	78	6	0	35	49	100.0%	
Total	393	10	13	16	335	18	0	0	1	353	23	16	173	220	89.8%	
Other K-5 Programs																
MC College Challenge																
Intercession (Those who attended summer but not in Afterschool Program)																
2018 July	119	7	2	2	94	14	0	0	0	104	11	4	60	59	96.6%	
2019 June	0															
Middle & High School Life Skills																
8th Grade Choices																
Leadership/Job Skills	32	1	4		25	2				31	1		16	16	100%	
Family / Parent Support																
Strengthening Families Program																
Parents																
Unduplicated Children																
PROGRAM TOTAL	544	18	19	18	454	34	0	0	1	488	35	20	249	295	96.1%	
Percentage		3.3%	3.5%	3.3%	83.5%	6.3%	0.0%	0.0%	0.2%	89.7%	6.4%	3.7%	45.8%	54.2%		
Afterschool School Enrollment 393																
Schools		Grades														
Del Rey Woods	86	Kindergarten	37	65X 35X 198 52 76												
Highland	70	1st	56													
M.L. King	82	2nd	48													
Ord Terrace	78	3rd	56													
Seaside Middle	5	4th	47													
Walter Colton Middle	70	5th	73	6th	25	7th	23	8th	28							
Other	2															
Wait List 15																
Colton																
DRW																
Highland																
King																
OT 15																
Volunteers 84																
Service Learners 51																
Long Term 11																
Events																
Summer 22																
Holiday Events																
283 Enrolled in 2018 Summer Intercession																

283 Enrolled in 2018 Summer Intercession

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 13 1998

COMMUNITY PARTNERSHIP FOR YOUTH
C/O SHARI HASTEY
PO BOX 42
MONTEREY, CA 93942-0042

Employer Identification Number:
77-0310237

DLN:
17053108708048

Contact Person:
D. A. DOWNING
Contact Telephone Number:
(513) 241-5199

Our Letter Dated:
January 1993

Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

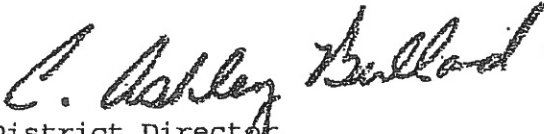
Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,


District Director

Letter 1050 (DO/CG)



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: November 1, 2018

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST IN
THE AMOUNT OF THREE THOUSAND DOLLARS (\$3,000.00) FROM
SEASIDE HIGH SCHOOL GIRL'S BASKETBALL TEAM**

PURPOSE & RECOMMENDATION

The purpose of this item is to consider the request from the Seaside High School Girl's Basketball Team for a donation of \$3,000.00 (Three Thousand Dollars) from the Mayor's Youth Fund to allow the organization to purchase new equipment and game gear.

It is recommended that the City Council approve the request.

BACKGROUND

Seaside High School Girl's Basketball Team is requesting a donation from the Mayor's Youth Fund for the purchase of new equipment and game gear. Their hope is to purchase training aids, such as hurdles and ladders, and a system to aid in the preservation of the gym floors. The team represents Seaside in a positive way and brings "Spartan" pride to the school. The presentation of a team reflects on the community that they represent and instills pride in themselves and their school.

According to the information provided, Seaside High School promotes "reduce, reuse, and recycle" programs and will encourage the same at all games and events. The last donation that the Seaside High School Girls Basketball Team received was in the amount of Three Thousand Dollars (\$3,000.00) and was approved at the January 05, 2017 City Council meeting.

FISCAL IMPACT

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

ATTACHMENTS

1. SHS Grils Basketball Mayor's Youth Fund Request Packet 2018
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.
- How this request will provide a municipal benefit (ie., benefit the community).

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

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

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

Payment Process: If a contribution is approved by the City Council, payment will be made to the authorized organization or directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. No funding can go directly to an individual. This process is required in order to provide documentation required to meet municipal auditing standards.

###

Mayor's Youth Fund Contribution Request

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

Name of Organization: Seaside High Girls Basketball

Address: 2200 Noche Buena

Email: michael + 713600 @ sbc global. net

Phone Number: Home 831-893-1333 Work 831-601-3062 Cell 831-601-3062

Name of Individual: Michael Turnan

% Residents or Students of Seaside: 100 %

of Participants; 30

Ages: 14-18

CRITERIA – Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more from the following list:

Scholastic _____
Athletic ✓
Music _____
Environmental _____
Art _____

Is funding a reward for one of these activities?

NO

Description of event, activity or program funding pertains to: (Attach Additional Information as Necessary)

Our goal is to teach good character through athletics
And approach life with dignity and productive members
of society - Teach commitment and work together as a
unit.

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

Recycling is an important form of healthy living
for our environment to do our part in ensuring
a healthy environment.

What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?

Krispy Kreme dogout fundraiser
2 Summer Basketball tournaments
JV/VARSITY High school Basketball tournament
Free throw Shoot-A-Thon

*Total Amount Requested: (See Contribution limits) \$3000.00

Funding Requirements

- Funding is limited to one contribution per year (every 12 months).
- The Mayor's Youth Fund Closing Report Form must be submitted to staff at least 60 days upon completion of the event, activity or program. Applicants that do not furnish the form may not apply for funds for the following year.
- A representative from the organization is required to be at the Council meeting for their application to be heard. If no representative is present then the agenda item will be postponed to another City Council meeting upon notification by the applicant.

- Incomplete applications will not be forwarded for Council consideration; applications not answering the question related to reduce, reuse or recycle are considered incomplete.

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

MYF Policy Revised March 2018

March 2018

MAYOR'S YOUTH FUND POLICY

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

Eligible Applicants: Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving a majority of Seaside residents (50%) that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth Fund if the funding is not used to support religious activities such as worship, Sunday School, or religious instruction. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

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

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.
- Description of other methods being used to raise funds and/or other contributors.
- An explanation of how the group, activity, or event will benefit Seaside youth.
- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.
- How this request will provide a municipal benefit (ie., benefit the community).
- Proof of non-profit organizations status (not a taxpayer's I.D> number) and a current W-9 form.

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

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.
- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.
- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.
- Contributions are only paid to organizations, such as non-profit groups and schools.
- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided below.)

Seaside High School Girls Basketball Proposed Program Budget

Organization Name: Seaside High School Girls Basketball

Program Date: October 29, 2018

Request to: City of Seaside Mayors Fund

Source of Funds:

Income:	Mayor's Youth Fund	Program Revenue	Committed Funds	Totals	Actual	
Mayor's Youth Fund	\$3000.00			\$3000.00		
Coaching Stipend			\$5000.00	\$5000.00		
Summer Basketball Tournament		\$2250.00		\$2250.00		
Winter Basketball Tournament		\$2750.00		\$2750.00		
Krispy Kreme Fundraiser		\$1000.00		\$1000.00		
	\$3000.00	\$6000.00	\$5000.00	\$14,000.00		

Expenses:	Mayor's Fund	Program Revenue	Committed Funds	Total	Actual	
Uniforms Varsity:	\$3000.00	\$1250.00		\$2125.00		
Home x 15				\$2125.00		
Away x 15						
Uniforms JV:		\$4250.00		\$2125.00		
Home x 15				\$2125.00		
Away x 15				\$2125.00		
Coaching Stipends			\$5000.00	\$5000.00		
HUDL Subscription		\$500.00		\$500.00		
	\$3000.00	\$6000.00	\$5000.00	\$14,000.00		

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Monterey Peninsula Unified School District

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☒ Other (see instructions) ▶ **K-12 School District**
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
700 Pacific Street / P.O. Box 1031

6 City, state, and ZIP code
Monterey, California 93942-1031

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

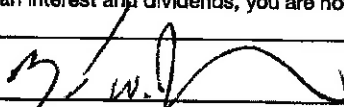
Social security number								
			-				-	
or								
Employer identification number								
7	7		-	0	3	2	0	7 1 2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶  Date ▶ **2/15/17**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**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

DATE: November 1, 2018

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM NARCOTICS
ANONYMOUS FOR THE USE OF LAGUNA GRANDE HALL FOR
ANNUAL TALENT SHOW EVENT**

PURPOSE & RECOMMENDATION

The purpose of this item is for the City Council to consider a request from Narcotics Anonymous to waive fees associated with their annual Talent Show Event on March 16, 2019.

Staff recommends approving the following:

1. 50% reduction in room rental fees.
2. Organization to provide non-refundable portion in the amount of \$147.81.

BACKGROUND

Narcotics Anonymous holds an annual talent show event to support services in Monterey County, including Seaside. This talent show raises funds to help keep this chapter operating and furnishes literature to the public and its members. The fee waiver is to assist the organization in their continued purpose to help others toward recovery. Narcotics Anonymous has indicated that a partial fee waiver would be helpful should a full fee waiver not be considered. The organization has indicated that 60-70% of the members reside in Seaside.

Since 2014 the City Council has approved a partial fee waiver for their annual Talent Show at the Oldemeyer Center; requiring a 50% waiver of hourly rental fees and the non-refundable portion of the room deposit only.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

10 hours at \$ 102.25/hour (50% reduction) \$528.75

Insurance	\$113.00
Total	\$641.75

ATTACHMENTS

1. Narcotics Anonymous Fee Waiver (Talent Show) 2019
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



City of Seaside

FEE WAIVER REQUEST

Name of Applicant David Schmidt Organization Talent Show Narcotic Anonymous
 Address 150 Kern St. Sp42 Seaside CA 93805
Street City State Zip

Home Phone _____ Cell Phone (831) 455-6620 Email Address daveschmidt.crazytown@gmail.com

Room(s) Requested ~~Small~~ ~~Large~~ Laguna Grande Hall (main room)

Day(s) and Date(s) Requested March 16, 2019

Hours Requested (include set-up time) 1:00 pm - 11:00 pm Estimated Attendance 250.00

Description of Event Fund raiser, members perform, Family Event, dinner

Special Instructions or Equipment to Be Brought In Band equipment

Reason for Requesting Fee Waiver

We are a non profit organization whose focus is on helping people addicted to alcohol + drugs to stay clean. We have many groups in Seaside to help carry the message of recovery.

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

If so, what was the date of your event? March 4, 2017

Is your organization based in Seaside? Yes ☒ No ☐

What percentage of your members or participants resides in Seaside? 60-70%

What is your organization's tax identification number? 32-0289508

Is organization able to provide liability insurance? Yes

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

Applicant Signature [Signature] Date 9.5.2018

FOR OFFICE USE ONLY

Approved: _____

Denied: _____

Appealed: _____

Security Required? Yes ☐ No ☐

Staff Approval: _____

Date: _____

Notes: _____

Nancy Towne
Recreation Services Manager
Oldemeyer Center
986 Hilby Ave.
Seaside Ca. 93955

September 5, 2018

Dear Nancy,

We would like to thank you and the City of Seaside for once again allowing us the use of Laguna Grande Hall for our special event. This will be our 22nd annual Talent Show, of which, Old Meyer Center has been our venue many times. This is a family event, which helps us raise funds to help the still suffering addict.

Attached is our Fee Waiver Request. We have been granted this in the past and are grateful as it helps us maximize our fund raising efforts. In past years we have been allowed to provide our own security, again allowing funds to go into our program. We feel we have shown great responsibility from our members and respect for you facility. Please allow us to once again show our dedication to having a safe and secure event.

Best Regards,
Dave Schmidt
Event Secretary
Talent Show of Narcotics Anonymous
(831) 455-6620
daveschmidt.crazytown@gmail.com



PERMIT TO USE LAGUNA GRANDE HALL

City of Seaside Recreation Services
986 Hilby Avenue, Seaside, CA 93955
(831) 899-6800 Fax (831) 899-6274

Name of Applicant David Schmidt Organization Monterey County Narcotics Anonymous
Address 150 Kern St. Sp 42 Salinas CA 93905
Street City State Zip

Home Phone _____ Cell Phone (831) 455-6620 Email Address dave.schmidt.crazytown@gmail.com

Day(s) and Date(s) Requested Saturday, March 16, 2019

Hours Requested (include set-up time) 1pm - 11pm Estimated Attendance 250

Description of Event Talent Show Fundraiser

Special Instructions or equipment requested _____

Requested Use of ☒ Podium ☒ Coffee Pot ☒ Microphone ☐ US & California Flag

***Projectors and other electronic equipment including extension cords are not available for use**

	YES	NO		YES	NO
Is event open to the public?	☐	☒	Will refreshments be served?	☒	☐
Will admission be charged?	☒	☐	Will refreshments sold?	☒	☐
Are you a non-profit organization?	☒	☐	Will you be using the kitchen?	☒	☐
Will there be music?	☒	☐	Will alcohol be served?*	☐	☒
Live music or DJ? <u>Live</u>			Will alcohol be sold?*	☐	☒

Name, of DJ or band: NA Band

*** Alcohol is prohibited at youth oriented events.**

DJ or band phone number and address: _____
Work Phone Cell Phone

Street City State Zip

Applicant will provide the following items 30 days prior to the event:

- ☒ Full payment of all applicable fees ☐ Copy of event security contract by licensed company (if applicable)
☒ Proof of liability insurance ☐ Copy of ABC license (if applicable)

☐ I will be using the Hall only ☒ I will be using the Hall & Kitchen only. ☐ I will be using the Hall / Kitchen & Dance Studio.

I have read and agree to the Laguna Grande Hall Rules, Regulations and Conditions of Use on the back side of this form.

Applicant Signature [Signature] Date 9-4-18

FOR OFFICE USE ONLY

Deposit: _____
Hourly Fees: _____
Insurance: _____
Alcohol Deposit: _____
Total Fees: _____

Amount Paid: _____
Date: _____
Balance Due: _____
Balance Due Date: _____

Staff Approval: _____
Notes: _____

RULES, REGULATIONS & CONDITIONS OF USE

1. OVERTIME: Use of the facilities in excess of the time set forth above may result in overtime fee being charged.
2. CANCELTION BY PERMITTEE: Permittee must submit written notice of cancellation to the calendaring agent in order to be eligible for a refund. Refund requests made forty-five (45) days in advance will receive a full refund less a seven dollar (\$7) surcharge. Refund requests made thirty (30) - forty-five (45) days in advance will receive a full refund less the non-refundable portion of the security deposit. Refund requests made less than thirty (30) days in advance will receive a full refund less the entire security deposit.
3. CANCELTION BY CITY: This permit may be canceled without liability to the City under any of the following conditions: a) It is found to contain false or misleading information, (b) The Department finds that the proposed use will be detrimental to the public's health, (c) Any individual or group (members or guests) willfully or through negligence mistreats the equipment or violates any of the regulations, terms, and conditions established for use of the facilities, (d) Average attendance of scheduled activities falls below the standard established for each use area with the Center, (e) For failure to notify Center of cancellation of any date or dates covered by this permit, (f) Permittee defaults on or has not completed all conditions and requirements for use of facilities, (g) In case the Center or any part thereof shall be destroyed or damaged by fire or any other cause, or if other unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities shall render fulfillment of the permit difficult or impossible of performance, (h) The facility is needed by public necessity or emergency use, (i) Upon thirty (30) calendar days written notice to Permittee. Refund of rental fees shall be made where City cancels permit at least thirty (30) days prior to the date reserved, except when cancelation occurs under items (g) or (h) above.
4. TRANSFERRING PERMIT: Permit cannot be transferred, assigned, or sublet unless approved by the City in writing.
5. ADVERTISING, SOLICITATION AND SALES: No advertising or signs shall be exhibited and no sales made at the Center without the written permission of the City.
6. COMPLETION OF REQUIREMENTS FOR USE OF FACILITIES: Permittee must complete all requirements relating to use of the facilities within the time requirements specified.
7. COMPLIANCE TO CONDITIONS OF USE: The Permittee shall observe, obey, and comply with all applicable City, County, and Federal laws; and the policies, rules, regulations, terms, and conditions governing use of Center facilities. Permittee will forfeit all rents or other fees paid if evicted from premises for violation of it. Eviction shall not release Permittee from any obligations for the payment of the rents or other fees required to be paid under this permit for the term thereof.
8. CONCESSION SALES: Permittee will not engage in concession operations unless authorized in writing by Director/authorized staff.
9. CONDUCT OF PERSONS: Permittee shall be solely responsible for the orderly conduct of all persons using the premises by its invitation, either express or implied, during all times covered by the permit. The Department reserves the right to eject or cause to be ejected from the premises any person or persons objectionable due to unlawful conduct.
10. DAMAGE TO FACILITY OR EQUIPMENT: All property, equipment, and furnishings must be kept clean and undamaged, fair wear and tear accepted. Permittee causing damage or loss will be required to pay for same at current costs.
11. EXITS: At no time shall exits be covered or obstructed.
12. FACILITIES CAPACITY: Permittee shall not admit a larger number of persons than can be safely and freely moved about therein as determined by Building and Fire Codes.
13. FLAMMABLE MATERIALS: No flammable materials will be permitted to be used for decorations. All materials used for decorative purposes must be treated with flame proofing and be approved by the Fire Department.
14. INDEMNITY: Permittee shall indemnify and hold harmless by the City, its officers, employees, and agents, against any and all claims, demands, causes of action, personal injuries or death, damages whatsoever, directly or proximately resulting or caused by the use and occupation of the facilities described in the permit, whether such use is authorized or not or from act or omission of Permittee or any of its officers, agents, employees, guests, patrons, or invitees, and the Permittee shall, at its sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted against City, its officers and employees, on any such claim, demand, or cause of action, and the Permittee shall pay any judgment or decree which may be rendered against the city, its officers, employees, and agents in any suit, action or other legal proceedings, and Permittee shall pay for any and all damages to the property of the City or of others, the loss or theft of such property, done or caused by Permittee, its officers, agents, employees, guests, patrons, and invitees.
15. PAYMENT OF TAXES: Payment of all Federal, and City taxes in connection with the event shall be the liability and responsibility of the Permittee.
16. PERMITTEE RESPONSIBLE FOR CLEANLINESS OF FACILITY: Facilities used by Permittee must be left in a clean and orderly condition. If additional maintenance is required, other than normal cleaning process, the Permittee will be charged for same.
17. PERMITTEE RESPONSIBLE FOR PERMITS AND LICENSES: The Permittee shall procure at his own expense all the required licenses and permits necessary for the intended use or activity covered by this permit.
18. ALCOHOL: No alcohol can be served to minors or at any youth-related event at the Oldemeyer Center or Seaside Community Center and can result in immediate closure of the event and loss of deposit. ALL alcohol is prohibited at ALL youth oriented events.
19. SMOKING: Smoking is prohibited within twenty (20) feet of entrances, exits and windows.
20. USE OF RESERVED FACILITIES AND EQUIPMENT: Permittee may use only those facilities and equipment specifically designated on this permit.
21. CONSTRUCTION OF PERMIT: In case of any doubts as to the interpretation of any provisions of this permit, the interpretation by the Recreation and Community Activities Director shall prevail. In addition, the Recreation and Community Activities Director shall have the sole power to decide and resolve matters not covered by this permit.
22. SEVERABILITY: If any part of this permit is for any reason held to be illegal, inapplicable, unenforceable, or unconstitutional, such decision shall not affect the validity of the remaining portions of the permit.
23. SECURITY AND CLEANING DEPOSIT: A deposit is required from any person or organization renting a room at the Center (according to current fees and charges). A portion of the deposit is non-refundable (according to current fees and charges) and the remaining deposit is refundable in whole or in part depending upon the condition of the room, walls, floors, carpets; whether any breakage occurred or whether overtime was incurred beyond stated setup, cleanup or activity time. The City reserves the right to close down any party or activity that may in any way endanger the health or safety of any person or property. Any early closure of the facility may result in loss of deposits. Refundable deposits will be returned within thirty (30) days following the event date.
24. SUPPLIES: City staff is not authorized to provide supplies for your event. 25. SECURITY GUARDS: One guard per fifty participants is required for events that serve alcohol and/or have live/DJ music or dancing. The City reserves the right to require security for events.

Revised 8/13/2018



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: November 1, 2018

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM THE MONTEREY
BRANCH NAACP FOR THE USE OF MEETING ROOMS FOR THEIR
MONTHLY MEETINGS AT THE OLDEMAYER CENTER
IN NOVEMBER, DECEMBER 2018 AND JANUARY,
FEBRUARY, MARCH 2019 AND BOARD RETREAT AT SEASIDE
COMMUNITY CENTER**

PURPOSE & RECOMMENDATION

The purpose of this item is to consider the request for a fee waiver by Monterey Branch NAACP in the amount of Five Hundred Ten Dollars and Fifty Cents (\$510.50) for the room rental fees at the Oldemeyer Center and Seaside Community Center for their monthly organization meetings and Board Retreat.

It is recommended that the City Council approve this waiver of all fees except for the non-refundable deposit which goes to the building and maintenance fund in the amount of \$78.50.

BACKGROUND

The Monterey Branch NAACP is requesting a fee waiver in the amount of Five Hundred Ten Dollars and Fifty Cents (\$510.50) for the room rental fees for four organizational meetings at the Oldemeyer Center from November 2018 to March 2019 and one Board retreat in 2019 at Soper Community Center.

The policy for a fee waiver for meeting room states "That due to space, limited organizations may not request fee waivers for any more than one meeting room per year. Fee waivers are not intended to provide for ongoing weekly or monthly meeting use."

The last fee waiver was approved at the July 06, 2017 City Council meeting for the Monterey Peninsula NAACP Youth Council Concert. This is the first time the Monterey Branch NAACP is requesting a fee waiver for their monthly meetings.

FISCAL IMPACT

Fees that would have been credited to the General Fund will not be collected if the fee waiver is granted.

The City's adopted fee schedule includes the following approximate fees, which are applicable to this request:

Blackhorse Room	\$31.37 X 4 days	\$127.00
Seaside Community Center	\$56.00 X 4 Hours	\$224.00
Insurance		\$ 81.00
<u>Deposit (non-refundable portion)</u>		<u>\$ 78.50</u>
TOTAL		\$510.50

ATTACHMENTS

1. NAACP Room Rental Fee Wavier Request 2018
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



City of Seaside FEE WAIVER REQUEST

Name of Applicant JOSH Stewart Organization NAACP
Address PO Box 782 SEA side CA. 93958
Street City State Zip
Home Phone (831) 394-3727 Cell Phone (831) 383-6512 Email Address JazzStewart22@gmail.com
Room(s) Requested Meeting Room: also Retreat during Jan 2019 Mtg Community
(located on old ft. on Sea Side Highway)
Day(s) and Date(s) Requested NOV-1st NOV 29th DEC 20th JAN 26th FEB 28th
MARCH 28th
Hours Requested (include set-up time) 2 1/2 Estimated Attendance 50
Description of Event NAACP Regular meeting
Special Instructions or Equipment to Be Brought In FLAG ONLY / WS

Reason for Requesting Fee Waiver

the NAACP found itself in a financial down turn.
It's of the utmost importance to the City of Seaside to Partnership
with the NAACP Branch and provide meeting space until we find the necessary

Have you received a Fee Waiver in the past? Yes ☒ No ☐ Office & Meeting Rooms Space,

If so, what was the date of your event? _____ President

Is your organization based in Seaside? Yes ☒ No ☐

What percentage of your members or participants resides in Seaside? 60%

Are you a registered non-profit organization? Yes ☒ No ☐

What is your organization's non-profit number? 501-C3-C4 94-6177829 Treasury to call in Number
Both insurance & non-profit

Is organization able to provide liability insurance? Yes

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

Applicant Signature [Signature] Date 10/11/18

FOR OFFICE USE ONLY

Approved: _____
Denied: _____
Appealed: _____

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



**SEASIDE
CALIFORNIA**

Facility Rental Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

2019

CONTACT INFORMATION:

Organization: NAACP

Name of Applicant: Josh Stewart

Address: P.O. Box 782 City: Seaside State: CA

Phone: 394-3727 Email: 383-6552 93955

Day of Event Contact Name and Phone: _____

☒ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: Meeting

Event Description: _____

Event Date: Nov 1, Nov 29, Dec 20, Jan 24, Feb 28, March 28 Approximate Number of Guests: 30

Start Time: 6:00p End Time: 8:00p Set Up/Break Down Time: _____

Special Instructions: _____

Request to use the City's: ☐ Podium ☐ Microphone ☐ Projector Screen

*Subject to availability **Projectors and other electronic equipment will not be provided

PA50

	Yes	No		Yes	No
Are you a non-profit organization?	☒	☐	Will refreshments be served?	☒	☐
Is the event open to the public?	☐	☒	Will refreshments be sold?	☐	☒
Will admission be charged?	☐	☒	Will you be using the kitchen?	☐	☒
Will there be music?	☐	☒	Will alcohol be served?	☐	☒
Will there be live music and/or DJ?	☐	☒	Will alcohol be sold?	☐	☒
Name of band or DJ: _____			*Alcohol is prohibited at youth oriented events		

APPLICANT WILL PROVIDE THE FOLLOWING ITEMS 30 DAYS PRIOR TO THE EVENT:

1. Full payment of all applicable fees
2. Copy of event security contract by licensed company (if applicable)
3. Proof of liability insurance
4. Copy of ABC license (if applicable)

Blackhorse

Soper
10a-2p
24



SEASIDE CALIFORNIA

Facility Rental Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

22. **SEVERABILITY:** If any part of this permit is for any reason held to be illegal, inapplicable, unenforceable, or unconstitutional, such decision shall not affect the validity of the remaining portions of the permit.
23. **SECURITY AND CLEANING DEPOSIT:** A deposit is required from any person or organization renting a room at the Center (according to current fees and charges). A portion of the deposit is non-refundable (according to current fees and charges) and the remaining deposit is refundable in whole or in part depending upon the condition of the room, walls, floors, carpets; whether any breakage occurred or whether overtime was incurred beyond stated setup, cleanup or activity time. The City reserves the right to close down any party or activity that may in any way endanger the health or safety of any person or property. Any early closure of the facility may result in loss of deposits. Refundable deposits will be returned within thirty (30) days following the event date.
24. **SUPPLIES:** City staff is not authorized to provide supplies for your event. 25. **SECURITY GUARDS:** One guard per fifty participants is required for events that serve alcohol and/or have live/DJ music or dancing. The City reserves the right to require security for events.

IMPORTANT THINGS TO NOTE

- ✓ In order to secure a reservation, this form must be completed and submitted along with full payment to the Oldemeyer Center front desk.
- ✓ Reservations for the conference rooms must be made at least 7 days in advance and 30 days in advance for all other facilities.
- ✓ Please include a sketch of how you would like the room to be set up if it is different than the diagrams provided on this form. Our facility staff will do their best to prepare the room as shown in your diagram. Do not write "same as before."
- ✓ Food and beverage are allowed in certain rooms; please ask staff prior to providing refreshments.
- ✓ Do not move furniture from one room to another. If you have additional needs, please contact the facility staff.
- ✓ Please do not change rooms. If a different room is preferred and empty upon arrival, please check with the facility staff.
- ✓ Come prepared. Our staff is not authorized to provide supplies for your meeting.
- ✓ If you tape signs up regarding your meeting, please remove them upon your departure.
- ✓ Smoking is prohibited within 20 feet of entrances, exits and windows.
- ✓ In case of cancelation, please notify the Oldemeyer Center Front Office as soon as possible. Refund requests made 48 hours in advance will receive a full credit towards future use, or a full refund less a \$7 surcharge. Refunds will not be given less than 48 hours in advance.
- ✓ *If alcohol is found on the premises (including the parking lot, stage, kitchen, etc.) and your contract prohibits the consumption of alcohol, the City of Seaside has the right to cancel your event and deposits and fees will NOT be refunded.
- ✓ *A one million dollar (two million aggregate) liability insurance policy is required. You can either purchase it through the city, or through another insurance company and provide us a copy of the policy naming the City of Seaside as co-insured.
- ✓ Use of our facilities requires you to provide licensed and bonded security guards. You must hire one guard per every fifty guests. A copy of the contract must be provided to the city at least 30 days prior to your event. Renters exceeding their stated attendance risk losing their deposit.



**SEASIDE
CALIFORNIA**

Facility Rental Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

SEATING CONFIGURATION

Review and select a seating configuration below. If you would like a different layout, please sketch your preferred layout in the box marked "other" or on the back of this sheet.

Classroom	Conference	U-Shaped	Pods
Theater	Banquet	Empty Room	Other
 <i>x x x Rows of chairs</i>			

I have read and agree to all pages in the rental agreement forms

Applicant Signature: _____

Date: 11-23-2018

(For Office Use Only)

Permit Fee: _____

Authorized Agent: _____

Date: _____

Note: - Original to Resource Management/Recreation Department
- Copy to Police Department - Copy to Parks Division



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: November 1, 2018

**SUBJECT: APPROVE A REQUEST FOR CO-SPONSORSHIP AND FEE WAIVER
FOR 2019 HOT CARS COOL NITES CAR SHOWS**

PURPOSE & RECOMMENDATION

The purpose of this item is for the City Council to approve a request from Gold Coast Rods for co-sponsorship of and to waive fees associated with the Hot Cars/Cool Nites Classic Car Show to be held on July 26, 2019, August 30, 2019 and September 27, 2019 in the amount of Eight Thousand, Eight Hundred Ninety-Nine Dollars and Thirty-Five Cents (\$8,899.35).

BACKGROUND

The City of Seaside has co-sponsored and funded the Gold Coast Rods classic car show on lower Broadway since 1998. The original car shows were fully funded for six events occurring on the last Friday of each month from May to October. During the 2005-06 budget review, the City Council voted to fund the first three events only; requiring Gold Coast Rods to subsidize the remaining three events for the 2005 and 2006 seasons. Funding was completely eliminated in the 2009-10 budget cuts and the organization eventually discontinued their event in the City of Seaside.

The 2014, 2015, 2016 and 2017 events were approved for co-sponsorship and fee waivers for costs associated with police and public works services. The Fee Waiver request was approved to close the streets on Broadway Avenue between Calaveras and Hillsdale and detour traffic during the event.

Gold Coast Rods has submitted a Special Event Application and is requesting all fees be waived for the 2019 year's events that will be held on July 26, 2019, August 30, 2019 and September 27, 2019. Gold Coast Rods will provide the insurance coverage.

FISCAL IMPACT

Fees that would have been credited to the General Fund will not be collected if the fee waiver is granted.

The City's adopted fee schedule includes the following approximate fees, which are applicable to this request:

Public Works Staff:	\$7,867.95@\$2,622.65 per event
Police Staff:	\$1,031.40@\$343.80 per event
TOTAL:	\$8,899.35

ATTACHMENTS

1. Gold Coast Fee Waiver 2019
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



City of Seaside

FEE WAIVER REQUEST

Name of Applicant Otis Stevenson Organization GOLD COAST ROPS
Address PO BOX 2672 Mendocino CA 93940
Street City State Zip
Home Phone 831 899 2766 Cell Phone 831 601 2375 Email Address Otis Auto Sales Co. Inc.

Room(s) Requested 0

Day(s) and Date(s) Requested JUN 26 2019 AUG 30 2019 SEPT 27 2019

Hours Requested (include set-up time) 3pm Estimated Attendance 200

Description of Event CLASSIC CAR SHOW

Special Instructions or Equipment to Be Brought In _____

Reason for Requesting Fee Waiver

WE ARE A SOLIC CLUB AND WE DONATE
BACK TO LOCAL INCLUDING SALVATION ARMY

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

If so, what was the date of your event? _____

Is your organization based in Seaside? Yes ☐ No ☐

What percentage of your members or participants resides in Seaside? ABOUT 60%

Are you a registered non-profit organization? Yes ☐ No ☐

What is your organization's non-profit number? _____

Is organization able to provide liability insurance? YES

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

Applicant Signature [Signature] Date _____

FOR OFFICE USE ONLY

Approved _____
Denied _____
Approved _____

Security Requested _____
Self-Approval _____
Notes _____

SPECIAL EVENT APPLICATION

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

ORGANIZATION NAME GOLD COAST ROPS
MAILING ADDRESS PO Box 2672
CONTACT NAME OTIS STEVENSON PHONE# 831 601 2375 cell
PHONE# 831 899 2766

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: OTIS Auto Sales @ Gmail . Com

EVENT NAME: HOT CARS COOL NIGHTS

Event Category ☐ Athletic/Recreation ☐ Concert/Performance ☐ Circus
☐ Celebration/Festival ☐ Parade/Procession/March ☐ Dance
☐ Carnival ☐ Other CLASSIC CAR Show + Shine

Setup	Date <u>July 26</u>	Time <u>3pm</u>
Event Starts	Date <u>AUG 30</u>	Time <u>3pm</u>
Event Ends	Date <u>SEPT 27</u>	Time <u>3pm</u>
Dismantle	Date _____	Time _____

SITE LOCATION BROADWAY

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.

Classic CARS parked on Broadway

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for crowd control and internal security

NAME OF SECURITY ORGANIZATION (If required)

Please attach security contract.

SIGNS POSTED Business in Seaside + other Peninsula cities
 # OF PARTICIPANTS 300

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

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

IF ADMISSION IS TO BE CHARGED, WHAT IS THE PRICE OF TICKETS FOR THE EVENT? 10⁰⁰ TO CAR PARTICIPANTS

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

Federal ID#

Event Benefiting: LOCAL CHARITIES

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

PUBLIC TO BLOCK STREETS

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

Club will have TRASH CANS

PARKING ARRANGEMENTS:

Public Parking Needs

N O

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

we have PA System TO PLAY CLASSIC MUSIC

() 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 (X) NO

DO YOU INTEND TO SELL OTHER MERCHANDISE?

of Vendors _____

() YES ☒ NO

Describe the type of merchandise.

CLUB Tee Shirts

WILL ALCOHOL BE SERVED?

() YES ☒ NO

WILL ALCOHOL BE SOLD?

() YES ☒ NO

If yes, please attach ABC license.

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

HOW WILL EVENT BE ADVERTISED AND PROMOTED?

ON LINE NEWS PAPERS

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

OTHER PERTINENT INFORMATION OR SPECIAL REQUESTS

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

Permit Holder's Signature

Date

10-15-18

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: townenancy@ci.seaside.ca.us

**Specific Event
 Conditions of Approval**

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

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

PROVISIONS

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

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

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

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

Permit Holder's Signature

President
 Title

10-15-18
 Date

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

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

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

Risk Manager. Please obtain the required insurance and mail an original insurance certificate to City of Seaside, Recreation and Community Activities Department, P.O. box #10, Seaside, CA 93955.

Name of insurance agent

CLIFFORD + BRADFORD

Agent's Name

MANDIR MAZUR

Business Phone

661 783 8100

Policy Number

3 E 2 0 6 5 6

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

Date

10-11-18

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.H.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: November 1, 2018

**SUBJECT: APPROVE A RESOLUTION AUTHORIZING THE CLOSURE OF
HARCOURT AVENUE TO THROUGH TRAFFIC AT CANYON DEL
REY, ALLSTON AND HILLSDALE FOR THE CITY OF SEASIDE'S
TREE LIGHTING CEREMONY ON DECEMBER 7, 2018**

PURPOSE & RECOMMENDATION

The purpose of this item is to request that City Council approve a resolution permitting the closure of Harcourt Avenue to through traffic at Canyon Del Rey, Allston and Hillsdale to ensure public safety during the City of Seaside's Annual Tree Lighting Ceremony on Friday, December 07, 2018 between the hours of 10:00 a.m. to 10:00 p.m.

BACKGROUND

The City of Seaside will be holding the City's Annual Tree Lighting Ceremony on Friday, December 07, 2018 from 6:00 p.m. to 9:00 p.m. on the lawn at Seaside City Hall and will need to utilize Harcourt Avenue for portion of the programs use. The closure of Harcourt Avenue will greatly enhance this event and will allow for greater safety for the participants and staff. Because staff anticipates a large turnout, extra space will be required for the City's Tree Lighting Ceremony. All the residents living on this portion of Harcourt will be contacted by department staff in advance of this event.

FISCAL IMPACT

There is no fiscal impact associated with the proposed action.

ATTACHMENTS

1. Resolution Tree Lighting 2018
-

Meeting Date: November 1, 2018

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING THE CLOSURE OF HARCOURT AVENUE AT CANYON DEL REY TO
THROUGH TRAFFIC AT ALLSTON AND HILLSDALE**

WHEREAS, the City of Seaside sponsors the Annual Tree Lighting Ceremony on the lawn at Seaside City Hall that is open to the public;

WHEREAS, the closing of Harcourt Avenue at Canyon Del Rey, Allston and Hillsdale Avenue is necessary between the hours of 10:00 a.m. and 10:00 p.m. on December 07, 2018 to insure the safety of the public and staff;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves the closure of Harcourt Avenue at Canyon Del Rey, Allston and Hillsdale Avenue to ensure the safety of the public using this portion of roadway during this event.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of November 2018 by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.I.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: November 1, 2018

SUBJECT: APPROVE CITY COUNCIL EXPENDITURE FOR MAYOR RUBIO

PURPOSE & RECOMMENDATION

Approve the expenditure For Mayor Rubio to attend The Youth Of The Year event sponsored By The Boys And Girls Club of Monterey County for \$75 and the US Marines Annual Ball For \$80.

BACKGROUND

At the October 18, 2018 City Council meeting the City Council approved an action requiring that all City Council expenditures be approved by the full presiding body.

Mayor Rubio has requested that the City Council authorize the expenditure to purchase tickets attend The Boys and Girls Club Annual Youth of the Year special event for \$75.00 as well as the US Marines Annual Ball for \$80.00.

FISCAL IMPACT

The total cost of both tickets is \$155.00 and is within his expenditure budget.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:

Meeting Date: November 1, 2018



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: November 1, 2018

**SUBJECT: TEFRA PUBLIC HEARING FOR THE ISSUANCE OF TAX EXEMPT
PRIVATE ACTIVITY BONDS FOR THE MULTIFAMILY
AFFORDABLE HOUSING RENTAL PROJECT KNOWN AS
SEAVIEW VILLAGE APARTMENTS**

PURPOSE & RECOMMENDATION

It is recommended that the City Council hold a public hearing and adopt a resolution approving the issuance of Bonds by the California Statewide Communities Development Authority in an amount not to exceed \$60,000,000 to provide financing for the acquisition, rehabilitation, improvement, and equipping of a 133-unit multifamily rental affordable housing project generally known as Seaview Village Apartments.

BACKGROUND

Islas Development LLC (the "Borrower") has requested that the California Statewide Communities Development Authority ("CSCDA") serve as the municipal issuer of tax-exempt multi-family housing revenue bonds in an aggregate principal amount not to exceed \$60,000,000 (the "Bonds"). The proceeds of the Bonds will be used for the purpose of making a loan to the Borrower, to enable the Borrower to finance the acquisition, rehabilitation, improvement and equipping of a 133-unit affordable multifamily housing rental project located at 1773 Waring Place, Seaside, California (the "Project"), which will be owned and operated by the borrower.

Seaview Village Apartments is a 133 unit scattered site property located in Seaside consisting of one, two, three, four and five bedroom units for low-income tenants. The property, which was built between 1971 and 1973 underwent a renovation in 2004, consists of 44 two-story townhouse style buildings with separate one story leasing office/community building and 2 tot-lots The unit mix for the property is 16 - 1br/1ba, 36 - 2br/1.5ba, 39 - 3br/1.5ba, 28 -4bd/2ba, 14- 5bd/2ba.

The proposed renovation will benefit the public by addressing the physical needs of the entire property, and will continue to provide affordable multi-family housing in a high demand area. The current scope of work provides for upgrades to roofing, windows, flooring, electrical, appliances and plumbing in all 133 units.

In order for the Bonds to qualify as tax-exempt bonds, the City of Seaside ("City") must conduct a public hearing (the "TEFRA Hearing") providing the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Adoption of the resolution is solely for the purposes of satisfying the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA), the Internal Revenue Code and the California Government Code Section 6500. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community.

Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project. A public notice was published on October 4, 2018 (Attachment 2).

CSCDA is a joint powers authority sponsored by the League of California Cities ("League") and the California State Association of Counties ("CSAC"). CSCDA was created by the League and CSAC in 1988 to enable local government and eligible private entities access to low-cost, tax-exempt financing for projects that provide a tangible public benefit, contribute to social and economic growth and improve the overall quality of life in local communities throughout California.

CSCDA is comprised of more than 500 members, including the City of Seaside. CSCDA has issued more than \$58 billion of bonds through 1,500 plus financings since 1988 and consistently ranks in the top 10 of more than 3,000 nationwide public issuers of tax-exempt debt, as measured by annual issuance amount.

FISCAL IMPACT

There is no fiscal impact to the City. The Bonds will be issued as limited obligations of CSCDA, payable solely from revenues and receipts derived from a loan to be made by CSCDA to the Borrower with the Bond proceeds. The City bears no liability with respect to the issuance of the Bonds. Further, the City is not a party to any of the financing documents related to the Bond issuance and is not named in any of the disclosure documents describing the Bonds or the proposed financing.

ATTACHMENTS

1. Proposed Resolution
2. Seaview TEFRA Request 10-11-18
3. TEFRA Proof of Publication - Seaview Village (11-1-18 Hearsi

Meeting Date: November 1, 2018

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR
THE SEAVIEW VILLAGE APARTMENTS**

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is authorized pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the “Agreement”), among certain local agencies throughout the State of California, including the City of Seaside (the “City”), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects; and

WHEREAS, Seaview Affordable Communities, L.P. or a partnership created by Islas Development, LLC (the “Developer”), consisting at least of the Developer or a related person to the Developer and one or more limited partners, has requested that the Authority adopt a plan of financing providing for the issuance of multifamily housing revenue bonds (the “Bonds”) in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed \$60,000,000 in outstanding aggregate principal amount, to finance or refinance the acquisition, rehabilitation and development of a 133-unit multifamily rental housing project located at 1664, 1667, 1670, 1673 and 1896 Darwin Street, 1418 and 1426 San Pablo Avenue, 1637, 1643, 1649, 1655 1771, 1779, 1783 and 1791 Flores Street, 1630, 1633, 1771, 1779 and 1782 Judson Street, 1657 and 1775 Waring Street, 1710, 1711, 1714, 1717 and 1893 Vallejo Street, 1632 Luxton Street, 1622, 1626, 1630 and 1736 Noche Buena Street, 1624, 1730 and 1733 Kenneth Street, 1773 and 1779 Soto Street, 1772 and 1782 Luzern Street, 1518 LaSalle Avenue, 1846 and 1856 Highland Street and 1861 Mendocino Street, Seaside, California, generally known as Seaview Village Apartments (the “Project”) and operated by Logan Property Management, Inc.; and

WHEREAS, the Bonds or a portion thereof will be “private activity bonds” for purposes of the Internal Revenue Code of 1986 (the “Code”); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, private activity bonds are required to be approved by the “applicable elected representative” of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of this City Council (this “City Council”) are the applicable elected representatives of the City; and

WHEREAS, there has been published, at least 14 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on a date specified in such notice; and

WHEREAS, such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

WHEREAS, the Authority is also requesting that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed the Project (the "Refunding Bonds"), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement;

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

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds and the Refunding Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the Bonds for the purposes of (a) Section 147(f) of the Code and (b) Section 9 of the Agreement.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

Section 4. This resolution shall take effect immediately upon its passage.

ADOPTED by the City Council of the City of Seaside at a regular meeting of said Council held on the 1st day of November, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



October 11, 2018

VIA EMAIL

Daphne Hodgson
Assistant Finance Director
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Re: Public Hearing Request for Seaview Village Apartments

Dear Daphne:

Islas Development, LLC (the "Applicant") has submitted to the California Statewide Communities Development Authority (the "Authority") an application for the financing of the Seaview Village Apartments through the issuance of tax-exempt obligations in an aggregate principal amount not to exceed \$60 million. The purpose of this letter is to request the assistance of the City of Seaside (the "City") in conducting a public hearing with respect to the proposed financing. It is our understanding that the City will conduct the public hearing on **November 1, 2018**.

The Authority is a joint exercise of powers authority comprised of over 520 California cities, counties and special districts, including the City. The Authority, pursuant to its Amended and Restated Joint Exercise of Powers Agreement is authorized to assist in the financing of facilities for multifamily housing projects. In order to initiate such a financing, the member participant of the Authority in which the proposed facilities will be located must (i) conduct a public hearing and (ii) approve the Authority's issuance of indebtedness. Therefore, although the Authority will be the issuer of the tax-exempt revenue obligations for the Applicant, the financing cannot proceed without the City's approval of the financings.

You will be receiving shortly a letter from Orrick, Herrington & Sutcliffe, LLP, (Orrick) serving as bond counsel, describing the public hearing process and the requirements under state and federal laws, including the Tax Equity and Fiscal Responsibility Act (TEFRA). This letter will include for your review the form of Notice of Public Hearing and the form of the City Council Resolution evidencing that the City has approved the financing. In addition, as discussed Orrick will handle the publishing of the notice.

Thank you for your assistance in this matter. Please let me know if you require any additional information concerning the scheduling of the public hearing or if I can be of any other assistance.

Sincerely,

James Hamill
Managing Director

The Monterey County Herald

PO Box 271
Monterey, CA 93942-0271
831-726-4382
mhlegals@montereyherald.com

3646650

ORRICK PUBLIC FINANCE
405 HOWARD ST
SAN FRANCISCO, CA 94105

PROOF OF PUBLICATION

STATE OF CALIFORNIA

County of Monterey

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of The Herald, a newspaper of general circulation, printed and published daily and Sunday in the City of Monterey, County of Monterey, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Monterey, State of California; that the notice, of which the annexed is a printed copy (set in type not smaller than 6 point), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

10/17/2018

I certify (or declare), under penalty of perjury, that the foregoing is true and correct.

Executed on 10/29/2018 at Monterey, California.



Signature

Legal No. 0006237843

**NOTICE OF PUBLIC HEARING
REGARDING ISSUANCE OF
MULTIFAMILY HOUSING REVENUE BONDS
FOR
SEAVIEW VILLAGE APARTMENTS**

NOTICE IS HEREBY GIVEN that, at 7:00 p.m., or as soon thereafter as the matter can be heard, on Thursday, November 1, 2018, at the City Council Chamber at City Hall, 440 Harcourt Avenue, Seaside, California, the City Council of the City of Seaside (the "City") will conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, at which it will hear and consider information concerning a proposed plan of financing providing for the issuance by the California Statewide Communities Development Authority of multifamily housing revenue bonds in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed \$60,000,000 in outstanding aggregate principal amount, to finance or refinance the acquisition, rehabilitation and development of a 133-unit multifamily rental housing project located at 1664, 1667, 1670, 1673 and 1896 Darwin Street, 1418 and 1426 San Pablo Avenue, 1637, 1643, 1649, 1655 1771, 1779, 1783 and 1791 Flores Street, 1630, 1633, 1771, 1779 and 1782 Judson Street, 1657 and 1775 Waring Street, 1710, 1711, 1714, 1717 and 1893 Vallejo Street, 1632 Luxton Street, 1622, 1626, 1630 and 1736 Noche Buena Street, 1624, 1730 and 1733 Kenneth Street, 1773 and 1779 Soto Street, 1772 and 1782 Luzern Street, 1518 LaSalle Avenue, 1846 and 1856 Highland Street and 1861 Mendocino Street, Seaside, California. The facilities are to be owned by Seaview Affordable Communities, L.P. (the "Borrower") or a partnership created by Islas Development, LLC (the "Developer"), consisting at least of the Developer or a related person to the Developer and one or more limited partners, operated by Logan Property Management, Inc., and are generally known as Seaview Village Apartments (the "Project").

Those wishing to comment on the proposed financing and the nature and location of the Project may either appear in person at the public hearing or submit written comments, which must be received by the City prior to the hearing. Written comments should be sent to City of Seaside at 440 Harcourt Avenue, Seaside, California 93955 Attention: City Clerk.

CITY CLERK
CITY OF SEASIDE
Dated: October 17, 2018



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: November 1, 2018

SUBJECT: APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH DUDE SOLUTIONS, INC. FOR THE PURCHASE OF SMARTGOV: COMMUNITY DEVELOPMENT SOFTWARE, IN THE AMOUNT OF \$108,432.00.

PURPOSE & RECOMMENDATION

The purpose of this item is for City Council to consider a resolution authorizing the City Manager to sign an agreement with Dude Solutions, Inc. for the purchase of SmartGov: Community Development Software, in the amount of \$108,432.00.

BACKGROUND

During the January 2017 City Strategic Planning Session, City Staff identified “Upgrade Computer System” as a very important request, subsequently, an Information Technology Needs Assessment survey was sent to each department and specific IT needs were identified, most were department specific software or productivity tools. One significant gap was identified that would result in the greatest impact on staff productivity across multiple departments as well as enhance the citizen access experience; Community Development software that includes on-line building, permitting, planning, inspection and code enforcement abilities as well as a citizens portal to apply, pay, request inspections and track status of permits and projects was suggested.

A Community Development Software Request for Proposal was released in July of 2018; the City received six proposals responding to the RFP. A committee was formed and short listed the top two vendors, ViewPoint Government Solutions and SmartGov by Dude Solutions. After presentations by both and extensive reference calls, SmartGov was selected as the recommended vendor of choice. First year costs to include implementation and training are \$108,432 and annual subscription fees in year two going forward are \$31,320; this figure is subject to an annual increase of 3-5% in year three and beyond.

SmartGov is a browser-based solution helping organizations manage planning, permitting,

licensing, inspections and code enforcement in one centralized system. Using automated, mobile-enabled technology, simplify access and processes for citizens and commerce surrounding new business startups, buildings and construction, community expansion, property valuation and more. Currently, permitting, planning and code enforcement is a paper based process that requires manual entry as well as residential and business applicants to enter City Hall to conduct business. Although this is a significant investment, the increase in productivity and the citizens' enhanced experience will outweigh the costs.

FISCAL IMPACT

The fiscal impact to the City is \$108,432.00; funds are available in the City FY18-19 budget.

ATTACHMENTS

1. Resolution
 2. Proposal
 3. RFP / City Contract
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH DUDE SOLUTIONS, INC. FOR THE PURCHASE OF SMARTGOV: COMMUNITY DEVELOPMENT SOFTWARE, IN THE AMOUNT OF \$108,432.00.

WHEREAS, during the January 2017 City Strategic Planning Session City Staff identified “Upgrade Computer System” as a very important request, and;

WHEREAS, an Information Technology Needs Assessment survey was distributed to each department and specific IT needs were identified, and;

WHEREAS, One significant gap was identified that would result in the greatest impact on staff productivity across multiple departments as well as enhance the citizen access experience, and;

WHEREAS, Community Development software that includes on-line building, permitting, planning, inspection and code enforcement abilities as well as a citizens portal to apply, pay, request inspections and track status of permits and projects was suggested, and;

WHEREAS, a Community Development Software Request for Proposal was released in July of 2018 and a committee was formed and short-listed the top two vendors with SmartGov selected as the recommended vendor of choice, and;

WHEREAS, first year costs to include implementation and training are \$108,432 and annual subscription fees in year two going forward are \$31,320, this figure is subject to an annual increase of 3-5% in year three and beyond.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to sign an agreement with Dude Solutions, Inc. for the purchase of SmartGov: Community Development Software in the amount of \$108,432.00.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of November, 2018, by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley Milton, City Clerk



DUDE SOLUTIONS Proposal

City of Seaside, California

RFP for Community Development Software

Delivered by: Jeff Pavey, Enterprise Sales Representative

Date: August 4, 2018



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1. Letter of Transmittal

August 4, 2018

Brian Dempsey, Fire Chief
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

RE: RFP for Community Development Software

Dear Mr. Dempsey,

First and foremost, thank you for the opportunity to respond to your above referenced RFP.

This is a time of rapid change in local governments. Innovative technology is creating new ways for organizations to do more with less and solve problems both on time and on budget. At Dude Solutions, we combine that innovative technology with operational insight to transform the places people learn, live, heal, work, and play.

After a thorough analysis of your RFP needs and requirements, we are submitting our response to this RFP for Community Development Software as our solutions align with the City's long term strategy for improving efficiencies in your permitting, inspections, code enforcement and licensing workflows. Our cloud-based software helps you not only expedite these processes but also automates your workflows so you have more time in your day to support your citizens.

Why is the Dude the right partner for you?

- **We've been doing this for close to 20 years.** We became the first company to offer Internet-based solutions for facility management when we launched our flagship SchoolDude platform in 1999. Since then, we've grown our expertise into local government, healthcare, manufacturing and clubs and associations, bringing a full platform of solutions to the market. From our flagship asset management solution to software for events, energy, licensing and permitting, safety and more, we help our not only clients meet but also exceed their goals.
- **The market leader in SaaS.** Today, with 700+ employees and more than 11,000 clients across the US and 9 other countries, we are the market leader in SaaS Enterprise Asset Management (EAM). In 2017, Dude Solutions was rated the #1 in the world by ARC Advisory Group.
- **The Power of the Cloud.** Our cloud-based SaaS solutions are delivered over the Internet, eliminating installation costs and additional server and IT burden, while giving you the ultimate flexibility to access our applications from anywhere, anytime.
- **Legendary Support.** Our offer comes with lifetime training and technical support every system user, at no additional cost. We're available by phone, e-mail or live chat, and you'll always reach a live representative when you call.

- **Unmatched Dedication to Clients.** Since we began in 1999, our clients have been our number one priority. Working with Dude Solutions is a partnership for success, and we work hand in hand with our clients every day. Our commitment to helping our clients create the best work of their lives is shown in our 94% retention rate and 97.5% customer satisfaction rating. In addition, as of 2017, our Net Promoter Score is 54 – placing us ahead of all competitors in our industry and ahead of iconic companies like Target, IBM, IKEA and others.

We believe firmly that “ease of use drives user adoption,” and with that we are offering our SmartGov solution. Our software is web-based SaaS (Software-as-a-Service), which not only provides simplicity across the community and access to cutting edge technology but will allow less of a level of effort from your team and quicker implementation than you may have experienced in the past. These benefits, as well as many others, are helping municipalities across the country provide an easy-to-use solution to their staff and the public.

SmartGov will help your team meet your city’s objectives for growth in the future and cut down on wasted administration time. With our software, you will be able to help your team forge into the future with a platform that helps address the major challenges of the city and provides new functionality and best practices to help with an ever-changing landscape.

This transmittal letter constitutes an official offer to undertake the project. It represents that this offer is valid for (a) sixty (60) calendar days from the opening date of the proposals; (b) until a contract is executed, or (c) this RFP is cancelled, whichever occurs first. Included with this letter is Dude Solutions’ formal response to the above referenced RFP. The form and the content of the complete response are in the manner set forth and described in the RFP document.

As you review our proposal, please don’t hesitate to contact me with any questions.

Respectfully,

Jeff Pavey

Enterprise Sales Representative – Dude Solutions

jeff.pavey@dudesolutions.com

2. Executive Summary

To satisfy the City of Seaside’s business and technical requirements for its Permitting and Licensing Software, Dude Solutions is proposing our SmartGov solution. SmartGov is a browser-based software-as-a-service (SaaS) solution that securely manages and streamlines processes at every stage of engagement. We utilize the benefits of Amazon Web Services (AWS) as the backbone of our data storage in the cloud. With automated, mobile-enabled technology, simplify access and processes for citizens and commerce surrounding new business startups, buildings and construction, community expansion, property valuation and more.

Key benefits include:

- **Increased community engagement and satisfaction.** Increase transparency, engagement and satisfaction within your community, while gaining efficiencies and saving money by allowing citizens to complete processes and check statuses online 24/7, instead of standing in line or waiting on hold.
- **Maximized efficiencies.** Dramatically reduce time, costs and errors associated with permit processing, business licensing, code enforcement and inspections by tracking and managing all workflows and tasks in a unified, web-based and mobile-enabled system. Backend process automation combined with an intuitive citizen portal provide an end-to-end solution that eliminates guesswork and dependence on paper, while enabling faster revenue generation for your jurisdiction.
- **Effective development, growth and revenue.** With optimized processes for functions like permitting and licensing, you’ll capitalize on development opportunities faster, ensure revenue is collected quicker and provide an optimized experience for the business and development community. You and your department will maintain a positive reputation and continue to attract new development.
- **Improved decision making.** Maximize visibility and transparency with a full suite of reports and charts. Provide analytics to elected officials to enable data-driven decisions to improve efficiencies and deliver meaningful outcomes.
- **Valuable, critical portability.** Conduct on-site inspections and increase portability with a system that can be used on virtually any mobile device.



Through years of experience, exceptional past performance, and a well-hardened platform, our best value approach for the City can be summarized as:

- **Expertise** – Extensive experience in implementing community development solutions where customers realize immediate productivity gains and return-on-investment, as well as a proven track record of project management of delivering on-time and on-budget

- **Customer Focus** – Dude Solutions’ customer retention rate is over 94%, a testament to our commitment to serving our customers’ needs, providing exceptional support, and developing leading edge technical solutions
- **Configurable Out-of-the-Box (OOTB)** – SmartGov delivers immediate value through simple configuration and does not require expensive, resource-consuming development
- **Backed by Amazon** – SmartGov’s 100% cloud implementation leverages Amazon Web Services (AWS) to securely scale to any size without significant cost or IT burden
- **One Solution** – With easily configurable modules, integrated connectors for third-party transactions, mobile capabilities, citizen portal, and secure cloud hosting, SmartGov provides flexibility and scalability with confidence – all in one solution
- **One Simple Agreement** – SmartGov’s Software-as-a Service (SaaS) agreement eliminates the need to manage multiple licensing, maintenance and support agreements

For the City of Seaside, we are proposing the following modules: Permitting, Business Licensing, Map Integration, Inspections, Planning, Citizen Portal and Code Enforcement.

3. Vendor Profile and Qualifications

About Dude Solutions

Dude Solutions was founded in 1999 with a singular vision firmly in mind: to improve the efficiency, safety and operations of the places we live, work, and learn. We started this journey by creating SchoolDude – our flagship platform – aimed at helping educational institutions improve the way they manage, maintain, and invest in their facilities.

SchoolDude introduced the software-as-a-service model to the education sector providing online solutions for IT, facilities, and business operations. Over the years, we have continually enhanced the platform and added critical functionality – such as IT asset management, energy management, inventory management, and other solutions – helping communities better utilize school property for off-hours use. Today, SchoolDude is the nation’s #1 provider of on-demand solutions to thousands of institutions and over 1.5 million users across schools, colleges and universities.

Based on the success of the SchoolDude platform, Dude Solutions expanded operations in 2007 and created FacilityDude – a robust SaaS suite aimed at delivering the same efficiencies to local governments, clubs and associations, manufacturers, and other commercial businesses. The specific needs changed, but the goal stayed the same: providing forward-thinking businesses with easy-to-use tools for streamlining operations and saving money.

In 2015, we added TheWorxHub to our portfolio and expanded our facility management expertise to organizations in the senior living, hospital and healthcare industries. In 2016, we consolidated all of these brands under the Dude Solutions name – making Dude Solutions, Inc. (DSI) a leader and household name in maintenance management solutions in education, government, healthcare, manufacturing and more.

This year, Dude Solutions added our SmartGov solution to our platform, further expanding our expertise for the local government sector by providing an all-in-one solution for managing permits, licensing, code enforcement and inspection processes. Combined with our new Skills Management software, designed to track and manage personnel readiness, Dude Solutions continues to expand its expertise across industries to empower our clients.

Today, Dude Solutions has 700+ employees who help to help to maintain, improve and optimize the day-to-day operation of billions of square feet of facilities for over 11,000 clients across the United States and 9 other countries. ***In 2017, Dude Solutions was rated the world’s #1 Enterprise Asset Management company by ARC Advisory Group.***

Company Facts

- **Company Name:** Dude Solutions, Inc. (DSI)
- **Date Established:** 1999
- **Markets Served:** Clubs & Associations, Education, Government, Healthcare, Manufacturing
- **Office Locations:** Headquarters located at 11000 Regency Parkway, Ste 110; Cary, NC 27518; West Coast office in Poulsbo, WA

- **Employees:** As of August 2018, we have 700+ employees
- **Former Names:** SchoolDude/FacilityDude
- **State of Incorporation:** Delaware
- **Company Ownership:** Dude Solutions is owned by a combination of original founders, officers/employees, and Warburg Pincus, a leading international private equity firm based in New York City. DSI partnered with Warburg Pincus in 2014 for growth capital

About SmartGov

SmartGov, part of Dude Solutions' Community Development platform, was acquired this year from Paladin Data Systems. Dude Solutions added this software to our government portfolio and has combined Paladin's expertise under the Dude Solutions, Inc. name.

Paladin Company Facts

- **Company Name:** Paladin Data Systems
- **Years in Business:** 11 years
- **Clients in Public Sector:** 122

SmartGov Overview

SmartGov is delivered as cloud-based software-as-a-service. Hosted on the Amazon Cloud (AWS), the City of Seaside will not be required to install the software, and no server hardware is needed to utilize the solution. Updates are provided weekly. For more information, please see Technical Requirements in Section 7.

SmartGov's AWS cloud environment provides state-of-the-art tools to allow proactive monitoring, security, performance, and scalability for its client base. Hosting in the cloud relieves the burden of data security and software maintenance currently required for on-premises applications. As a result, cloud-hosted software deployments incur a fraction of the cost, while at the same time providing heightened security, unlimited scalability, and faster stand-up and implementation speeds.

We selected AWS to host all of our cloud-based clients due to the superior performance and service from Amazon. By partnering with Amazon, our solution passes along the benefits of AWS infrastructure, availability, and data durability to every client.

Key benefits include:

- **Proactive 24x7 Network Monitoring** – Our engineers proactively monitor the cloud network 24x7 to ensure consistent product performance by regions across the U.S. and respond immediately to performance issues
- **Immediate Software Updates** – SmartGov's automated release process greatly reduces lengthy down times and missed procedural deployments that are common with traditional on-premises hosted applications

- **Agile Software Development, PMI Project Management Best Practices and Quality Assurance** – By using agile development practices, coupled with automated release capabilities, we can rapidly deploy product enhancements to cloud-based customers
- **SaaS Flexibility** – The subscription includes system administration, maintenance and product upgrades at no additional cost. This frees up City IT resources to better focus on core IT functions
- **Thorough Testing Before Go-Live** – AWS allows our team to deploy SmartGov in separate production, training, and sandbox environments for each client at no additional cost. This gives City users a training sandbox to practice and try functions with current data while having no impact on daily operations and allows training to always occur on the most recent release and code base

For your convenience, we have included our Data Center Operations Guide to our Vendor Attachments.

Maintenance and Development

Because our solution is deployed as SaaS, your version will never be “out of date” and each new update is automatically released with little to no disruption. Database versions and patch levels are transparent to the City. We use MS SQL Server 2012 and apply all recommended security and feature patches issued by Microsoft as they come out through our normal weekly product release cycle. While Dude Solutions continually plans to upgrade supporting technologies, like MS SQL Server, to future versions, best practices dictate a measured approach to minimize risk and adverse behavior.

Key Staff

At the outset of the City’s implementation, the Implementation manager will assign a lead project manager, configuration specialist, technical implementation specialist and trainer. Please note that all roles, with the exception of the project manager, have a set additional fee for their services (see our Cost Proposal for more information).

- **Project Manager:** Develops (in cooperation with the City) the project charter and project plan, enforces deadlines, manages scope and budget, schedules meeting, manages risk, oversees change management, oversees invoicing, and provides regular status updates. The project manager will spend approximately 10 hours a week on managing the City’s SmartGov implementation. The cost is included in the overall project cost.
- **Configuration Specialist:** Conducts business analysis to identify configuration requirements, configures SmartGov based on requirements, and tests configuration. The configuration specialist will spend approximately 15-20 hours a week during the execution phase of implementation.
- **Technical Implementation Specialist:** The technical implementation specialist elicits connector (interface) requirements, establishes the connectors, and tests the connectors. The technical implementation specialist also executes data migration, which is not included as part of this proposal. The technical implementation specialist will spend approximately 15-20 hours a week during the execution phase of implementation.
- **Trainer:** The trainer develops the training plan and materials, delivers training, and provides onsite go live support. The trainer will spend approximately 30 hours on the project.

Due to scheduling and demand, we cannot guarantee specific team members. However, we have provided their information below as examples of the expertise that will work on your implementation.

Team Member	Bios
Dwayne Divers, SVP Client Service Center	Dwayne Divers joined Dude Solutions in 2014, bringing close to 20 years of experience in Client Services to the company. As the Senior Vice President of Dude Solutions' Client Service Center, Dwayne oversees all client service and support team members during implementation and throughout the life of a contract, providing management oversight and top-line quality control for all client engagements. Prior to his current role of SVP of our Client Service Center, Dwayne served as Dude Solutions' Director of Special Projects, overseeing partner services collaborations, client service and technical support arms of the business. Before joining the Dude, he worked as a VP at Yardstick software, a company specializing in eLearning, training and testing programs. Dwayne received a Bachelor of Science (BSc) in Chemical Engineering from Virginia Polytechnic Institute and State University.
Roger Wade, Director of Client Service Center	Roger Wade has been a critical part of the Dude Solutions team for more than 14 years. After serving in various capacities in client services and our support organization, Roger stepped up to serve as Director of our Client Service Center, a role he currently holds today. As CSC Director, Roger coordinates and oversees our Client Engagement, Implementation, Onboarding and Training teams for all vertical segments. Roger helps create streamlined processes and programs designed to facilitate, maximize and protect client success as our products are implemented.
Tony Creech, Director of Professional Services	A new addition to the Dude Solutions family, Tony Creech brings 20+ years of professional Project Management experience and expertise to oversee our Professional Services team. In this role, heads up our Consulting and Services teams, facilitating on-site service delivery and coordinating project delivery for the services that supplement our software products to help clients realize the full power of our solution. Tony earned a degree in Computer Science from the University of North Carolina-Wilmington.

4. Experience

The Dude in Local Government

Dude Solutions has provided CMMS solutions to the Government sector since 2007. Over the course of the last 10 years, we have learned a lot about the needs of our local government clients. To date, we have:

- Served 1,800 government clients in state and local agencies and municipalities
- Implemented over 4,000 software products for government agencies
- Impacted the lives of 200,000,000 citizens—over half of the US population



With our new SmartGov solution, cities and counties can simplify permitting and licensing through a public portal that brings together permit applications, public notices, maps, online payments and more in one information hub.

Our software enables you to make more informed decisions, optimize your workforce for time and money saved, and help you work more efficiently to better serve your community in the office and in the field. This ability to provide you with a single, powerful platform for all asset types and work streams makes Dude Solutions a one-stop shop for all your needs.

Previous Projects

Dude Solutions has successfully executed close to a hundred SmartGov implementations, most of which are small and medium sized municipalities and many moving from paper based process, similar to Seaside. The following are three examples:

City of Mukilteo, WA	
Address	11930 Cyrus Way Mukilteo, WA 98275
Contact	Patricia Love
Title	Director of Community Development
Phone	(425) 263-8041
Email Address	plove@ci.mukilteo.wa.us
Service Dates	December 2008 (Go Live February 2009)
Population	20,254
Version	SaaS hosted in AWS

Project Overview	The City of Mukilteo was about to undertake a large annexation which would double the City's land mass and significantly increase land management issues. The existing system was an Access database system that processed the 300 permits issued and 200 plan reviews conducted each year. The City needed a new permit and planning system to efficiently track all aspects of land management. DSI was in the process of developing the new SmartGov community development software but it was not yet ready for deployment. While waiting for the SmartGov software release, Mukilteo moved forward by purchasing Pa DSI's land management InterLocking Software with the agreement that when SmartGov was customer-ready, the City would migrate all their permitting programs and data to SmartGov. Once SmartGov was deployed, Mukilteo added the Code Enforcement module, the Inspection Assistant, Public Portal, and Management Dashboard applications for the City's planning, building, engineering, and fire departments.
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City of Maricopa, AZ	
Address	39700 W. Civic Center Plaza Maricopa, AZ 85138
Contact	Robert E. Mathias, C.B.O.
Title	Development Manager
Phone	(520) 316-6931
Email Address	Robert.Mathias@maricopa-az.gov
Service Dates	October 2014 to present
Population	45,508 (2013)
Version	SaaS hosted in the AWS
Project Overview	In early 2014, the City of Maricopa, AZ, embarked on an audacious goal to go paperless across community development department within 18 months, including reducing permit processing time. Maricopa selected SmartGov based on its numerous paperless processing features, such as document versioning, unlimited cloud storage of documents, tight integration with electronic plan review, and public portal. In addition to increased public use, Maricopa has been able to evaluate and refine its internal processes through SmartGov. SmartGov also equipped Maricopa inspectors with paperless inspection through its mobile field devices. This project has garnered national attention as an example of a jurisdiction going paperless.

County of Delano, CA	
Address	1015 11th Avenue Delano, CA 93216
Contact	Eddie Rangel
Title	IS Coordinator
Phone	(661) 721-3340
Email Address	erangel@delano-ca.org
Service Dates	February 2014 - Present
Population	52,403 (2013)
Version	SaaS hosted in AWS
Data Conversion	DSI converted over 10 years of legacy data.
Project Overview	Delano County deployed SmartGov as a cloud-based solution so their offsite plan reviewers could access all permit data in real-time via Internet connection regardless of location. The implementation process was completed very quickly in order to replace an aging and unsupported legacy system at risk of failure.

5. References

Reference 1

Client Name	City of Delano, CA
Address	1015 11th Avenue Delano, CA 93216
Length of Time as Client	February 2014 – Present
Reference Contact	Eddie Rangel, IS Coordinator (661) 721-3340 erangel@delano-ca.org

Reference 2

Client Name	City of Maricopa, AZ
Address	39700 W. Civic Center Plaza Maricopa, AZ 85138
Length of Time as Client	October 2014 – Present
Reference Contact	Robert E. Mathias, C.B.O., Development Manager (520) 316-6931 Robert.Mathias@maricopa-az.gov

Reference 3

Client Name	City of Mukilteo, WA
Address	11930 Cyrus Way Mukilteo, WA 98275
Length of Time as Client	December 2008 – Present
Reference Contact	Patricia Love, Director of Community Development (425) 263-8041 plove@ci.mukilteo.wa.us

Reference 4

Client Name	City of Bainbridge Island, WA
Address	280 Madison Ave Bainbridge Island, WA 98110
Length of Time as Client	October 2013 – Present
Reference Contact	Aaron Quitslund, Building Official (206) 780-3782 aquitslund@bainbridgewa.gov

Reference 5

Client Name	The City of Fernley, NV
Address	595 Silverlace Blvd Fernley, NV 89408
Length of Time as Client	September 2013
Reference Contact	Charity Birkel (775) 784-9812 cbirkel@cityoffernley.org



6. Software Description

Statement of Work

1. **General:** Provide modern web form capabilities that allow for easy editing of forms and that clearly define workflows for customers and staff. System must allow online submission and payment of permits, licenses and related activities. The City will consider hosted solutions as well as client/server software solutions. If providing a hosted solution, please detail the network environment, data backup frequency and structure, and guaranteed percentage of uptime. All solutions must clearly explain the City's ability to export information from the system in the event of the maintenance contract being terminated. Please note if your software includes a REST API.

Hosting

SmartGov is Cloud-hosted, enterprise community development software that integrates permitting, planning, inspections, code enforcement, and business licensing. We selected AWS to host all of our clients due to the superior performance and service from Amazon. By partnering with Amazon, our software passes along the benefits of AWS infrastructure, availability, and data durability to every client.

DSI ensures data security through a combination AWS security measures that includes geographically redundant data backup along with independent nightly backups of all customer data on local DSI servers. DSI ensures an SLA-backed uptime of 99%.

Forms and Data Entry

SmartGov utilizes easily customized templates to standardize workflows for staff and online customers. SmartGov templates enforce City processing requirements for all permits, cases, and licenses and provide simple, clear application requirements for online customers.

SmartGov also allows jurisdictions to develop an unlimited number of output documents that are easily customized with City visual requirements and auto filled with data entered by staff and or online applicants. Examples include permits, receipts, violation, letters, inspection reports, deficiency letters, etc.

Data Backup and API

SmartGov provides the option for the City to export the entire database into a SQL backup file at any time, with the click of a button. In addition, the contract terms require DSI provide a SQL backup of the City's database upon the end to the contract.

SmartGov utilizes a REST API to transfer data but the API is not yet open.

2. **Data:** Integrate with ESRI ArcGIS Online. The city will maintain a public ArcGIS online website. Allow automated updating of property address and owner information from the Monterey County Assessor.

SmartGov integrates with external systems through custom-developed interfaces called connectors. Connectors allow SmartGov to receive and provide information to other internal and external systems. SmartGov connectors execute on demand as batch processes based on City-defined schedules or via API. The SmartGov GIS/Mapping connector integrates seamlessly with ArcGIS online to access the City's geospatial, property, address, and owner information from Monterey County Assessor.

3. **Permitting:** Monitor all building activity, issue a variety of permit types (building, mechanical, electrical, plumbing, right of way, residential alarm and sprinkler, commercial alarm and sprinkler, etc.), link to related records, account for all appropriate fees, and validate that contractors are licensed with Seaside and the State of California. The City would like the capability to have some permits that require no additional administrative review following submission and payment to have the capability to be instantly/automatically approved. Also desire dating functionality that would alert customer and staff of the pending expiration of a permit. The City requires the ability to customize permit number formatting, currently using 00000001. The city requires a solution that includes the ability to flag a property or parcel with a "Stop Work" directive and double fees on designated properties. The City would prefer a solution that includes functionality for a customer to see an estimate of the fees that will be required for a permit prior to submission.

The SmartGov permitting module provides cradle to grave tracking, reporting, and processing of a city permit and planning application types. Key functionality includes:

- The SmartGov permitting module allows the City to monitor all permitting activity from any staff member in any department including permit intake, plan review, fee collection, permit issuance, C of O issuance, and closeout. SmartGov allows the City to define the process for all permit types through templates. The templates enforce and track expiration dates, submittal requirements, review steps, required inspections, fees, and other processing requirements unique to different permit types. Through the template structure, SmartGov is easily set up to support a range of permit types from simple permits requiring instant approval to complex permits and projects.
- Associations (links) between different records. Links to related records can be parent-child relationship or simple associations. The City can view all records (permits, licenses, cases) related to a given parcel in one place.
- Automatically calculate all fees based on the City's fee schedule through the SmartGov cashing module and can interface with Incode to reconcile with the City's general ledger.
- A connector or interface with the California contractor license database and prevents issuance of permits associated with contractors with expired licenses.
- The City can customize permit numbering convention for each permit type. SmartGov automatically applies the unique naming/numbering and generate sequential numbering pattern based on the City's requirements.
- SmartGov provides the City the ability to place holds or tags on parcels or permits. The tags and holds provide an alert to any staff member accessing the record in SmartGov and can

enforce “stop work” directives or additional fees. Holds prevent issuance of permits until a condition at issue is addressed.

- Different automatic alerts to city staff and online applicants including alerts for impending permit expiration times. The City defines expiration rules for each permit template.
- SmartGov has a permit estimating feature that allows staff to quickly create cost estimates to provide citizens and contractors.

4. Licensing & Contractor Registration: Provide licensing functionality including contractor licensing that can be directly integrated into the permitting process.

SmartGov includes a licensing module to manage and issue business licensing. The permitting module tracks contractor licenses and prevents permit issuance when associated with contractors with expired licenses.

5. Inspection Tracking and Scheduling: Allow automatic creation of specific inspection types based on permit applications. Track both routine and periodic inspections of buildings and property, and manage all building inspection scheduling activities. Allow online customer inspection requests and provide calendaring functionality for inspectors that allow them to easily create a daily schedule from inspection requests. Allow real time inspection results to be publicly available to all users including via email to permit holder. Provide dating functionality that provides ticklers for permits and inspections with no activity. The City would prefer functionality that allows an inspector to see a map of their daily inspections. Permits should automatically close upon a successful final inspection.

In SmartGov, each permit template automatically creates necessary inspections for the associated permit type. Online applicants can request inspection times via the public portal or staff can schedule in the back office for over the counter applications. If requested from the portal, City staff approve or provide an alternative time and finalize the schedule time based on inspector availability. Once scheduled, inspectors can access their daily inspection schedule via report in the back office or directly on their mobile inspection app. Inspectors can generate map of daily inspections.

SmartGov portal publishes inspection results real-time making the results available to applicants and the public if enabled by the City. Inspectors can print or email results to applicants in the field.

SmartGov includes a recurring inspection module that allows City to manage periodic inspections such as fire permits, different health inspections, or rental property maintenance.

SmartGov closes permits once final inspection is complete.

6. Plan Application Tracking/Workflow: Provide on-line reporting capabilities for all permit applications and license reviews from permit submission to issuance. The system should provide a visual workflow status that is clear to both the customer and internal staff.

SmartGov provides workflow tracking and automatic task routing for permits and licenses from initial application through issuance. SmartGov automatically routes review and task assignments to the appropriate individuals or departments, enforces task time limits, and automatically changes status once all necessary steps are complete. Staff can easily track status on individual permits or licenses or view reports providing summary information on the status of groups of permits based filters (e.g., permit type, submitted date, etc.). Online applicants can view status of one or more applications in real time from the portal and or receive automatic notifications with status updates.

- 7. Reporting: Generation of reports using any combination of data elements maintained by land use and permitting systems.** A dashboard that overviews activity levels and that is capable of being made public is preferred. The City desires automated reports that can be emailed on a pre-defined schedule as well as a publicly (without registration) viewable list of registered contractors.

SmartGov provides simple and comprehensive reporting utilizing a built in ad hoc report writer. The ad hoc report writer allows users to create or modify reports that pull data from various fields throughout the system. The ad hoc tool also allows users to schedule reports and to automatically email to designated recipients. SmartGov reporting allows users to run activity-based reports or create activity dashboards through the ad hoc reporting tool. Citizens can generate reports the City makes available on the public portal to view real time summary data and information.

- 8. Code Enforcement: Allows for the monitoring of codes and management of violations associated with all building projects and property maintenance.** Includes dating functionality that provides reminders for follow-up inspections or needed activities. Allows for the online submission of anonymous code enforcement complaints without prior registration as well as the generation of automated letters based on identified code violations.

The SmartGov Code Enforcement Module supports all aspect of code enforcement from initial complaint to final close out. SmartGov allows code enforcement officers to create and track custom or standard violations and to quickly reference and attach associated codes. SmartGov workflow tool enforces processing steps including sending out reminders for follow up inspections or activities. SmartGov allows the City to develop letter templates and to automatically generate letters to send to citizens committing a violation.

Citizens can submit anonymous complaints over the portal without prior registration and track the complaint via email notifications and with a pin number.

- 9. Public Online Application Submittal, Complaint and Inquiry Capabilities:** The software will allow unregistered read-only queries of active and closed permits based on address. The City would prefer a solution that also allows queries of a map to see active permits or code complaints. Software will have the capability to allow online submittal of permit applications and related plan submissions, and code enforcement complaints.

SmartGov utilizes a public portal that supports complete online permit and business license applications and application tracking including the ability to attach plans and other required submittals. Through the portal, non-registered users can also submit complaints or general

inquiries, search for permit activity, view permit activity on a map, and access documents and reports.

10. Complete software documentation for support staff, users, and administrators.

SmartGov provides users comprehensive user documentation for staff, users, and administrators.

11. Mobility/In-Field Usage: View, schedule and modify inspections and record notes while in the field from laptops, iPads and tablet devices. Allow pictures to be easily attached to inspection reports. Have the ability to quickly access all contact details for the owner, applicant, contractor or complainant as well as attached plans. Retrieve data by searching any parameter, including permit #, contractor, address, etc.

The SmartGov mobile app supports the work of inspectors and code enforcement officers in the field. With the mobile app field staff can view daily activities, update permits or cases; schedule inspections and create cases; attach photos; generate reports; and access all supportive information on contacts, and related permits or cases.

12. Capability to track planning and zoning applications: Software must include the ability to assign conditions to certain parcels such as a Historic District, Floodplain etc.

SmartGov tracks planning and zoning applications and has the ability to assign conditions to a parcel. The SmartGov parcel connector updates SMARTGOV with parcel information managed at the county including parcel conditions. Conditions on parcels also carry through to permits or planning applications created on those parcels.

13. Payment Processing: Software must directly integrate with credit card processor and contain cash register functionality for processing of payments. Payment processing must contain audit mechanism to track payment overrides and nuanced user rights that limit users who can override payment structures. Integration with cash drawer functionality of Tyler Incode 10 is preferred.

SmartGov cashiering provides the ability to automatically calculate fees based on the City's fee schedule. SmartGov integrates with any payment vendor for processing of credit cards and ACH payments. Payment information and processing is fully audited and security settings can limit user access. SmartGov also interfaces with the City's accounting system to reconcile payments in SmartGov with the City's General ledger.

7. Technical Requirements

All hardware requirements, system software, and application requirements must be listed.

Dude Solutions offers SmartGov as a web-based, cloud-hosted community development platform deployed as an annual Software as a Service (SaaS) subscription. This SaaS delivery of the application and cloud hosting function independent of the City's hardware environment. SmartGov does not require any third-party software applications or plug-ins; City staff and citizens access the solution via an Internet browser. All data transfers through encrypted HTTPS protocol.

Dude Solutions architected SmartGov on a standard technology stack including .NET, C#, and Microsoft SQL Server; for dynamic content such as the SMARTGOV map, the platform utilizes standard built-in-browser JavaScript. Our development framework provides design features that support building and running the current and next generation of SmartGov applications and XML web integration services. SmartGov includes a built in, Java-based map viewer that Interfaces seamlessly with the City's ESRI ArcGIS.

8. Implementation Services/Scope of Work

SmartGov implementations typically take between three and twelve months and leverage a standard approach that includes four phases:

1. Initiation and Planning
2. Execution, Validation and Testing
3. User Acceptance and Training
4. Production (“Go Live”)

Based on the size and complexity of Seaside, Dude Solutions estimates a 4-6 month implementation, with the majority of time spent on Phase II.

The Dude Solutions project manager (PM) will work with City PM to develop a formal work plan outlining all deliverables and dates to guide the project. Any deviation to the plan will be handled as a change request and require approval from the City. The SmartGov PM provides weekly status updates and follows standard Issue, Risk, and Quality management protocols detailed in an overall implementation plan provided to the City at the outset of implementation. The following table, based on a 6-month implementation schedule, lists each phase with associated deliverables or milestones and time estimates.

SMARTGOV Implementation Phases and Deliverables

Project Phases	Deliverable or Milestone	Title	Due
Phase I	Milestone	Kickoff Meeting	Week 1-2
	Deliverable	SmartGov SaaS Demonstration Site	Week 1
	Milestone	Project Implementation Plan (Plan)	Week 3
Phase II	Deliverable	Project Status Reports (PSRs) Provided periodically (as per agreement between Dude Solutions and Jurisdiction POCs)	Weekly
	Deliverable	Data Migration: Collect and migrate legacy data into SmartGov validation Instance	Week 8
	Milestone	SMARTGOV Validation Instance	Week 8
	Milestone	Data Validation (Initial): legacy source data	Week 10
	Deliverable	SMARTConnectors (as defined in Sales Order)	Week 20
	Deliverable	Reports (as defined in Professional Services Agreement)	Week 20
	Deliverable	Configuration (final): fees, types, values, etc. (as defined in Professional Services Agreement)	Week 24
Phase III	Deliverable	Training for users on the SmartGov application	Week 24

Phase IV	Deliverable	SmartGov SaaS Production Instance, including core modules as defined in Sales Order	Week 24
	Milestone	Go Live: Service Desk Support for Jurisdiction staff on the SmartGov application software	Ongoing

1. Implementation Distinguishing Factors and Potential Obstacles

SmartGov is configurable and able to support the City's unique processes and business rules, but does not require any software customization. While Dude Solutions supports initial business process assessment and application set up, the City can easily refine and add to configuration as processes change over time.

Distinguishing Factors: SmartGov implementations stand out in the market in the following ways:

- Dude Solutions relies on experienced staff accountable for overall implementation oversight
- Dude Solutions scopes and delivers each implementation and does not outsource to third party vendors who over-scope and complicate implementations with extraneous, costly services
- Implementations emphasize collaborative upfront planning and require agreed to project charter
- Implementations emphasize transparency and communication necessary to ensure fit, minimize unexpected issues, and support long term partnerships

Potential Obstacles

Most obstacles to implementation stem from insufficient upfront planning; slow or ineffective communication; and the lack of clarity about roles and responsibilities. Dude Solutions minimizes these by structuring implementations around the following nine implementation success factors:

1. **Project Co-Ownership:** The implementation process requires the joint commitment of Dude Solutions and the City of Seaside. Both organizations own the process and deliverables as defined in the project and communication plan.
2. **Clearly Defined Roles:** Dude Solutions and the City must define, communicate, and review the roles and associated responsibilities throughout implementation. Individuals assigned a particular role must commit to the functions of their roles and ask for clarification in cases of uncertainty.
3. **Focused Project Scope:** Define and maintain a focused scope throughout project implementation. Change requests must recognize scope shifts and make any necessary adjustments to time or resources.
4. **Effective Communication:** Frequent, consistent, and open communication supports every phase of the project, helps to minimize confusion, and minimizes risk. To be effective, each member of the team must understand and commit to an overall project communication plan.
5. **User Involvement and Participation:** System users need to participate throughout implementation. This helps to improve new users' comfort with the new system over the course of implementation and provides opportunities to identify and address user requirements before implementation is complete. In this way, user involvement helps to support issue management.

6. **Timely Feedback to Requested Information:** To stay on time, City staff must provide the SmartGov implementation team with information on timely basis. The SmartGov team must effectively communicate information requests and provide adequate time to respond.
7. **Thorough User Testing:** At times throughout implementation (defined in the project work plan), City staff will be required to test and validate configuration and data in the system. Thorough testing prevents issues and work interruptions once the system goes live.
8. **Rapid Issue Identification and Resolution:** Implementation team identifies and addresses issues as early as possible to minimize the work necessary to resolve those issues and any resulting impacts.
9. **Personalized Training:** Quality training recognizes different learning styles to ensure system users continue work activities once the new system goes live.

2. City Implementation Support

Participation of jurisdiction staff members is critical to the success of the SmartGov project. The table below lists the type of personnel and estimated time commitment. The number of individuals for each role depends on each jurisdiction's staffing. The % FTE represents time commitments for the overall project but the level of involvement varies depending on the different phases.

Key Personnel

Our Implementation Team members are highly trained and experienced in all the phases of an implementation process. As the main point of contact (POC) for all communication, your Project Implementation Manager (PM) will be responsible for managing all plans, documents, meetings and status reports. In addition, they'll help manage any potential issues or risks that could occur. Please see Section 3 for our team overview.

Communication

The plan we develop with the City of Seaside will address all of the key objectives that your team lays out in the planning phase. You will have a Project Implementation Manager assigned as your main Person of Contact, and our detailed plan will have key touchpoints to make sure that we stay on track towards your goal date.

While we will set up milestones and touchpoints, we encourage our clients to communicate with us as much as possible or is needed.

Issue Management

We strive to keep each project in line with the parameters that you set forth. However, if something occurs that could impact this, we have processes, techniques and best practices in place to manage these issues. Our approach to issue resolution relies on transparency and focuses on collectively working with Jurisdictions to identify the root cause and apply effective solutions as quickly as possible. All of the implementation issues will be addressed by your PM, who will take appropriate action and work with the Implementation POC to resolve issues and/or concerns you have.

To prevent this from occurring, we strive to identify any potential risks to the project upfront. We apply risk management as a systematic process of identifying, analyzing and responding to project risk. During the Initiation and Planning Phase, your PM will identify any potential risks that could have adverse impacts on the project's scope, schedule, and budget.



9. Training

Dude Solutions delivers comprehensive education, training, and knowledge transfer throughout the City's implementation. We structure and manage education and training as two distinct tasks with the common objective of empowering users to own and successfully use the new system.

Education starts on the first engagement and focuses on answering questions about why and how the transition to new technology benefits stakeholders. The Initiation Phase focuses on educating the City's implementation project team and stakeholders about our implementation approach. At the same time, our implementation experts will be learning how the City does business and gaining a deep understanding of the processes, workflows, and policies to effectively implement the solution.

Dude Solutions' experience with other jurisdictions and their respective processes provide a knowledge foundation that accelerates this process. We imbed knowledge transfer throughout the entire implementation process, which continues after Go-Live.

Training Plan

Dude Solutions tailors training plans on the individual needs of each client and based on the following framework:

A. Dude Solutions Administrator Training

SmartGov technical training will focus on the City's staff who will administer the program. Since Dude Solutions maintains the software in the AWS cloud, technical training is not required for maintaining the software.

System Administrator training covers all aspects of maintaining the SmartGov system at the City level. System administrators will learn how to create project templates, template values, map out the approval process, create a conditions library, and other tasks to help users manage projects in an efficient and consistent manner. The training also outlines how to add new users and assign appropriate roles and security levels.

Training Objectives:

- Create lookup lists
- Create and maintain templates
- Create workflow processes
- Set up and update fees and fee schedules
- Maintain active users and user roles
- Assign inspections to inspectors
- Manage reports and reporting groups
- Set up print configurations
- Manage project approval process
- Manage parcel information

- Manage complaint information

B. End-User Training

System Overview Training

End-user training courses take student through the complete operation of the various functional areas of the system, highlighting how operations and activities in specific areas affect others within the overall business context. At the end of this training cycle, the participants understand how to perform specific operations and how the system works overall. Participants also receive special tips on how to effectively coach and train others to use the application successfully.

Training covers functions related to permits, licensing, planning actions, inspection, and code enforcement activities from application intake and receipt through inspections and occupancy. Users learn how to create applications, manage the approval process, assign conditions, collect fees, and create certificates of occupancy, handling the project from submittal to final status.

Training Objectives:

- Create and process applications
- Manage workflow processes
- Manage the permit and plan review life cycle
- Look up, search, and query projects
- Create invoices and collect fees
- Create system reports
- Manage contact information
- Manage contractor information
- Manage code enforcement information
- Manage inspector and inspection information
- Manage parcel information

Inspector Training

Inspector training focuses on the system functionality used in day-to-day inspection activities and the inspection module. Participants learn how to enter and search for permits, document inspection results, schedule inspections, note issues and irregularities, and generate reports.

The Inspection Assistant field application training educates participants on how to input data while working in the field. Participants also learn how to download permits into Inspection Assistant and then upload the data into the main application after performing the inspection.

Training Objectives:

- Manage inspections
- Create a new inspection
- Change assigned inspector

- Print reports and inspection schedules
- Create and run form letters for notification and information requests
- Download inspection data to field Inspection Assistant
- Update inspection tasks and results in field Inspection Assistant
- Upload field data from the field Inspection Assistant

Code Enforcement Training

This training focuses on system functionality used by code enforcement officers and/or users who track citizen requests and code violations. Participants learn how to enter and search for cases, note issues and violations, and generate reports.

Field Inspection Assistant functionality will also be reviewed, training participants on how to input data while working in the field. Participants learn how to download permits into Inspection Assistant and then upload the data into the main application after performing the inspection.

Training Objectives:

- Understand the code enforcement and Inspection Assistant modules
- Create new cases
- Create new case actions
- Manage case and action assignments
- Create and manage a code violation library
- Create and run reports
- Create and run form letters for notification and information requests
- Download case and violation data from Inspection Assistant
- Upload field data from the Inspection Assistant

C. Dude University

We are committed to helping you build your knowledge, network and skills – and Dude University 2019 (<http://www.university2019.com/>) is the best training and professional development for operations management professionals. Our annual user conference brings operations professionals from all over the country together to share industry best practices, connect with peers and get hands-on training. Join us to gain insight into new techniques, products and technology that will help you make a positive difference in your organization and simplify your professional life.

While you're there, you can:

- Build a strategic vision for your department and ensure goals align with the mission and vision of your organization
- Save your organization time and money by investing in the training you need to keep your operations excellent and highly efficient
- Learn how your peers are successfully overcoming similar challenges so you can be a leader of positive change

- Receive hands on training and one-on-one guidance from our Client Success experts

D. Additional Onsite Training

If the City needs additional training for extended education or additional users above and beyond the named user license, Dude Solutions delivers such training at its current rates. This includes training for non-staff members like the local development community training included in this proposal

E. Self-Service Documentation and Technical Support

SmartGov self-help support services allow users to report and resolve incidents on their own with tools they access from their desk.

- **Online Help Files** – Online help links to the HTML version of the product documentation. This method of support can be accessed at any time and reflects the current version of the application.
- **Context Sensitive Help** – Context sensitive help is customizable and enables users to define input narrative and/or field description for each field specific to the requirements and processes within their jurisdiction.
- **Email Requests** – Users may submit email support requests 24/7 to report incidents or request support assistance.

10. Support and Maintenance

Ongoing Support

The City will have a designated account manager and technical support staff. The account manager is responsible to ensure the City's support issues are addressed and communicating timing and resolution. The Service Desk covers assistance with the features, functions, and usage of the system. Users receive consistent guidance and advice in addition to dependable restoration of regular services.

Our support SLAs are as follows:

Support Request Classification:	Required Response Time:	Target Resolution Time:	Resolution Effort:
Severity 1: Critical Problem	1 Business Hour	48 hours or agreement to reasonable date	Critical situations may require Customer and our personnel to be at their respective work locations or available on an around-the-clock basis.
Severity 2: Major Problem	4 Business Hours	10 calendar days	We will resolve with a fix or a workaround, at its discretion. If a workaround is provided, the severity is downgraded.
Severity 3: Minor Problem	8 Business Hours	30 calendar days	We will resolve with a fix or a workaround, at its discretion.
Severity 4: Cosmetic Issue	12 Business Hours	At internal discretion	We will resolve with a fix or a workaround, at its discretion.

Support Hours

Users can access the Service Desk by phone from 5:00 AM – 5:00 PM (PST) Monday through Friday and 24/7 using email. The Service Desk phone number is (866) 367-4572.

Calls received after office hours will be forwarded to the Customer Service representative on call. Email requesting support is monitored 5:00 AM PST to 5:00 PM PST Monday through Friday. Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.

Maintenance and Development

Our solution is architected as multi-tenant Software-as-a-Service. With a multi-tenant model, each new version of the software is delivered universally to all system users. In order to safeguard against unwanted or disruptive changes associated with a new release, our development team applies the following best practices:

- **Thorough Testing:** Prior to new releases, our team tests each enhancement to ensure the enhancements function as planned and do not change existing processes and business flow of our customer base
- **Additive Changes:** We performs mostly additive enhancements. Additive enhancements do not change existing functionality, but rather add new functionality that do not impact current processes or business flow
- **Optional Functionality:** For enhancements that do change existing functionality, our team provides options built into the software. The options allow the City and/or individual users to continue using the legacy functionality or adopt the new functionality
- **Roll Back:** Dude Solutions can and would roll back a release in the unlikely event the release had a negative impact to a significant portion of the customer base. This is unlikely because of the safeguards noted above

As a SaaS solution, your software will never be “out of date” and there will be little to no disruption of your service. New documentation is provided in release notes, which can be accessed directly from the application. In addition, we will provide training as is necessary for our larger releases.

Client Requests

Clients request enhancements through the support desk. The support desk logs the requests as enhancement requests. The product management team, led by our product owner, prioritizes the requests during weekly meetings. The project management teams hands-off the priority requests to the engineering team. The engineering team develops estimates and schedules new enhancement for the appropriate release.

Upgrades

Dude Solutions releases regular system updates and additional patches when security vulnerabilities are identified. We provide notification 24 hours prior to regular system maintenance, and we distribute Release Notes to inform all clients of new features, bug fixes and other security-related information.

Our automated release process greatly reduces lengthy down times and missed procedural deployments that are common with traditional on-premises hosted applications. All updates are scheduled and posted in advance and performed outside of business hours.

We regularly add new features and enhancements, which are deployed to the entire customer base and do not require City resources. Continuous improvements and software updates are incorporated immediately through the cloud-based deployment.

Update Process

Standard maintenance windows for scheduled production releases are performed on the last Thursday of each month. Releases occur at 6 PM for approximately 10 minutes. System may be unavailable during planned maintenance windows. General patches occur every Thursday as needed, and Severity 1 Patches (see Issue Escalation and Response section) are resolved ASAP.

Issue Escalation and Response

The City will have a designated account manager and technical support staff. The account manager is responsible to ensure the City’s support issues are addressed and communicating timing and resolution. The Service Desk covers assistance with the features, functions, and usage of the system. Users receive consistent guidance and advice in addition to dependable restoration of regular services.

Our support team categories “problems” into tiers described below. The tier level determines the escalation procedure. The support team addresses the less severe issues through their standard procedure – prioritize the issue, plan the fix, schedule the fix, and execute the fix. For more severe problems, our team convenes a subgroup to discuss the issue, identify the solution, and designate resources. Senior management is informed immediately of the more severe issues to remove blocks and ensure availability of staff resources.

The support team creates a support ticket and categorizes the issue into a severity level. The support team trouble shoots the issue, prioritizes it based on its severity level and competing issues, and establishes a resolution plan and timeline. The support team tracks the issue in our support ticket tracking software. The City’s designated account manager reports back to the City regarding timing and resolution strategy and regularly updates the City on resolution progress.

Support Request Classification:	Description: Any Service Error Comprising or Causing Any of the Events or Effects Set Forth Below:
Severity 1: Critical Problem	- Hosted Service is down or unavailable; - Data integrity at risk; - Material financial impact; or - Widespread access interruptions.
Severity 2: Major Problem	- Hosted Service is operational; however, performance is highly degraded to the point of material impact on usage; or - Data entry or access is materially impaired on a limited basis.
Severity 3: Minor Problem	Hosted Service is operating with minor issues that can be addressed with a work around.
Severity 4: Cosmetic Issue	- Minor problem not impacting service functionality; - Enhancement requests, missing or erroneous documentation; or - Minor problem or question that does not affect delivery of services.

11. Cost Proposal

For the City of Seaside, we are proposing the following quote.

The DSI contract utilizes fixed price cost including the following two components:

Component	Term	Quote
Subscription to SmartGov	Annual Recurring	\$26,100.09**
Professional Implementation Services	One-Time	\$82,331.72
Total Initial Investment		\$108,431.81

*The recurring annual subscription is locked in year two and may increase between 3 and 5 percent years 3-5.

*Year one SaaS includes a two month concession (two months at no cost). Year two total renewal is \$31,320

Please see below as well as our attached Cost Proposal for a breakdown of the quoted price.

A. SaaS Subscription

The recurring costs (Annual Subscription) includes SmartGov core functionality—Permitting (Building, Planning/Zoning, Public Works, Fire), Inspections, Code Enforcement, Plan Review, Recurring Inspections (Fire Inspections), GIS, Cashiering, Reporting, system administration, and ongoing connector maintenance. In addition to the above features, SmartGov SaaS covers all software hosting with unlimited data storage; help desk from 5AM – 5PM (PST); complete software monitoring and maintenance; and regular releases providing fixes, patches, and ongoing feature enhancements.

The annual SaaS cost is based on combining the following elements:

Solution	Price	Description
Named User SaaS	\$19,920 Year 1 with Concession: \$16,600	The named user SaaS provides secure access for up to 16 full-time users including the mobile app for inspectors and code enforcement officers. The per-user cost for 16 users is \$1,245.
Occasional Users	\$0 (no charge)	The proposal includes 5 Occasional Users. Occasional users use SMARTGOV for 5 or fewer hours per week.
SMARTGOV Citizen Portal	\$6,400 Year 1 with Concession: \$5,333.44	The Public Portal provides citizens the ability to search for information associated with any permit or parcel, to view posted public notices, submit inquiries or code enforcement concerns, and to apply for permits online, any time and at any location.

Connector SaaS	\$5,000 Year 1 with Concession: \$4,166.65	Connectors enable sharing of data between third party systems. The proposal includes the following 5 connectors: - Financial Connector-reconciles SMARTGOV with the City's accounting system - Map/GIS Connector – pulls City GIS data into SMARTGOV - Merchant Connector – provides an interface with the City's merchant service vendor to enable online cc payment. - Parcel Connector – pulls parcel metadata from the county Assessor into SMARTGOV - Blue Beam Connector – Interfaces with the City's Blue Beam software
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B. Professional Services

Professional services include all services necessary to assess the City's business processes, configure SmartGov to support those processes, and train all system users. The cost proposal includes the following services:

Component	Price	Description
Connector Setup	\$20,608	The SMARTGOV implementation team will set all four connectors - Financial Connector (\$5,888) - Map Connector (\$4,416) - Merchant Connector (\$5,888) - Parcel Connector (\$4,416) - Blue Beam Connector (\$0)
Training & Go Live Support	\$10,000	DSI provides 4 days of onsite training for all system users. Cost includes travel.
Department Templates	\$26,716.80	DSI configures templates for the City's case types, permit types, planning application types, and business license types.
Custom Reports	\$3,680	DSI provides 70 standard reports and up to 10 custom reports
Fees	\$6,624	DSI will configure fees based on the City's fee schedule
Portal Configuration	\$1,472	DSI will configure the portal based on the City's requirements

General Configuration	\$2,967.92	General configuration includes user, security, administration, and department setup
Project Management	\$10,263	DSI will assign the city a project manager who will manage all aspects of the implementation in order to deliver services on time and on budget



12. Additional Information

Dude Solutions' acquisition of SmartGov has deepened our longstanding commitment to local governments. With over a decade of experience working hand in hand with municipalities to achieve their objectives, we know the challenges you face every day. Our goal at Dude Solutions is simple: to provide you with easy-to-use, affordable solutions to manage all your operational needs and make it easier for you to focus on what matters — maintaining an attractive, safe, well-functioning community your citizens are proud to call home.

Our solutions and services help you improve communication, streamline your workflow and make more strategic decisions so you know where and how your budget and time are spent. With the right information at your fingertips, you can empower your team, transform your operations and create a better community for the people you serve.

Exceptional Software

SmartGov provides more functionality per dollar than other vendors. We operate efficiently as an organization to keep overhead costs low, our implementation process is streamlined to avoid redundancy and extraneous work, and SmartGov's architecture maximizes computing efficiency available through Amazon Web Services Cloud hosting. Our lean approach translates into effective services, quality products, and overall cost savings for our customers.

SmartGov pricing emphasizes year after year consistency, allowing the City to add modules, build or change reports, and modify configuration with little to no impact to overall software cost. DSI supports pricing consistency to encourage SmartGov customers to expand its use of the software unencumbered by potential of large cost increases.

Excellent Support

Our support team is the industry leader in terms of accessibility, responsiveness, and knowledge. You will know your assigned customer advocate by name, be able to reach them easily, and be able rely on their ability to answer questions, fix problems, and support all aspects of SmartGov. This is arguably the most important component of software installments, yet is often overlooked. We put the customer first, as evidenced by our 94% retention rate and 97.5% customer satisfaction rating.



Conflict with Required Contract Terms

In reference to Deliverables, page 7:

Dude Solutions respectfully requests the following modifications:

~~Proposer represents and warrants that (1) the computer programs provided constitute all the applications or systems software or interfaces required by City to operate the Software System; (2) the software system as delivered to City hereunder shall operate on or with the hardware currently utilized within the City;~~

~~(3) the software systems as delivered to City hereunder shall meet the specifications without the need for customization or modification or the delivery of any additional services except as specified in the statement of work and the work order; (4) the software shall be compatible with City's existing data files, business information and systems such that significant additional applications or systems software or interfaces shall not be required to be produced or procured in order to complete the implementation of the software; and (5) the software shall be free of any defect in material of the media in which the software are delivered, or any virus or other program routine designed to erase or otherwise harm the City's hardware, data or other programs.~~

~~In the event City reports a defect or malfunction that materially and adversely affects City's use of the software in a way that interferes with an immediate, urgent need of City, Proposer shall use its best efforts to respond to such report within 24 hours and thereafter to provide continuous technical assistance to diagnose and correct the defect or malfunction. Proposer shall maintain a trained staff capable of rendering the services set forth in this Agreement.~~

~~Limited Warranty. DSI warrants that the deliverables are free from defects in workmanship and materials for a period of ninety (90) days from the date of invoice.~~

Dude Solutions, Inc. respectfully requests that the above warranty be replaced with the limited warranty below:

THE WARRANTIES IN THIS LIMITED WARRANTY ARE THE ONLY WARRANTIES APPLICABLE TO THE DELIVERABLES. THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE DELIVERABLES SUPPLIED HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED AND DSI SHALL NOT BE LIABLE IN THIS RESPECT NOTWITHSTANDING DSI'S ACTUAL KNOWLEDGE OF THE PRODUCT'S INTENDED USE OR ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY DSI CONCERNING THE DESIGN, MANUFACTURE, SALE, USE, INSTALLATION OR PROVISION OF THE PRODUCTS. NO STATEMENT, CONDUCT OR DESCRIPTION BY DSI OR ITS REPRESENTATIVES, IN ADDITION TO OR BEYOND THIS LIMITED WARRANTY, SHALL CONSTITUTE A WARRANTY.

THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY, AND THE SOLE AND EXCLUSIVE OBLIGATION OF DSI IN RESPECT OF ANY CLAIMS FOR BREACH OF THIS LIMITED WARRANTY SHALL BE A REFUND OF THE FEES PAID BY THE SUBSCRIBER FOR THE NONCONFORMING SERVICES OR DELIVERABLES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACT GIVING RISE TO THE CLAIM.

IN NO EVENT SHALL DSI BE LIABLE FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO REPUTATION, SPECIAL DAMAGES, INDIRECT DAMAGES, DELAY DAMAGES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY COSTS INCURRED IN CONNECTION WITH THE REMOVAL OR REINSTALLATION OF ALLEGEDLY DEFECTIVE DELIVERABLES.

In reference to Section V – Required Contract Terms:

2. Indemnification by Proposer, page 11

Dude Solutions, Inc. respectfully requests the following modifications:

To the fullest extent allowed by law, the Proposer shall indemnify ~~and hold harmless~~ the City, its employees and agents, from any liability for claims, damages, losses and expenses, including reasonable attorney fees, due to personal injury or property damage to the extent the negligent acts or omissions of the Proposer performance of the contract, or any act or omission, by Proposer, its employees, agents, subcontractors or assigns during the performance of the contract.

Proposer's obligation to indemnify under this section shall not be construed to negate, abridge, or reduce other rights of indemnity or contribution to which the City, its agents or employees are legally entitled.

7. Termination of contract for convenience, page 13

Dude Solutions, Inc. respectfully requests the following modifications:

The City may terminate the contract at any time by giving written notice to the Proposer of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. The notice may be mailed, hand-delivered, or sent electronically. In that event, ~~all finished or unfinished services, data and~~ reports, ~~material(s)~~ prepared specifically for the City ~~or furnished by~~ the successful Proposer under the contract shall, at the option of the City, become its property. If the contract is terminated due to the fault of the successful Proposer, termination of contract for cause relative to termination shall apply. If the contract is terminated by the City as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the City which bears the same ratio to the total

compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the contract, less payments of compensation previously made.

10. Proposal terms, page 13

Dude Solutions, Inc. has submitted our Sample Online Subscription Agreement as Exhibit A to adhere to this provision. In the event that any terms and conditions of our agreement conflict with any terms of the RFP to which we did not include an exception, the terms of the RFP will control.

In reference to City of Seaside Agreement for Consultant Services:

5. Payment, (a), page 1

Dude Solutions, Inc. respectfully requests the following modifications:

- (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 _____ dollars (\$.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

5. Payment, (c), page 2

Dude Solutions, Inc. respectfully requests the following modifications:

- (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.

8. Ownership of Documents, (a), page 3

Dude Solutions, Inc. respectfully requests the following modifications:

- (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, at its primary place of business and during its normal business hours, provide free access to the representatives of City or its designees ~~at reasonable times~~ to such books and records, not to exceed one (1) time per calendar year unless require by law or otherwise mutually agreed to by the parties; 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.

8. Ownership of Documents, (b), page 3

Dude Solutions, Inc. respectfully requests the following modifications:

- (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~~ City data and reports 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. City can download any data it needs from the software with no access to the Consultant's location.~~

9. Indemnification, (a), page 3

Dude Solutions, Inc. respectfully requests the following modifications:

- (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, and 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 reasonable attorney's fees and costs due to personal injury or property damage to the extent same are caused ~~in whole or in part~~ by any negligent act, error or omission of Consultant, its officers, agents, employees or sub consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit _ without the written consent of the Consultant.

9. Indemnification, (b), page 3

Dude Solutions, Inc. respectfully requests the following modifications:

- (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, ~~and 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 reasonable attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), due to personal injury or property damage where to the extent the same arise out of, ~~are a consequence of, or are in any way attributable to, in whole or in part, the negligent acts or omissions during~~ 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.

20. Entire Agreement, page #

Dude Solutions, Inc. respectfully requests the following modifications:

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. The Consultant's Online Subscription Agreement is attached hereto as Exhibit A and is incorporated herein by reference. 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. Work Scheduled/Time of Completion, page 7

Dude Solutions, Inc. respectfully requests the removal of this provision in its entirety as "Reserved."

In reference to Exhibit D: Insurance Requirements:Item 12, page 15

Dude Solutions, Inc. respectfully requests the following modifications:

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. If the Consultant does not agree to the change, the Consultant may terminate the Agreement without penalty.





PREPARED FOR

City Of Seaside

Brian Dempsey

Fire Chief

1635 Broadway Avenue
Seaside, CA 93955-5161

PREPARED BY

Dude Solutions, Inc.

PUBLISHED ON

September 17, 2018





Pricing based on...

Subscription	
Community Development User License	\$16,600.00
Community Development Public Portal	\$5,333.44
Community Development Connector Financial	\$833.33
Community Development Connector GIS	\$833.33
Community Development Connector Merchant	\$833.33
Community Development Connector Parcel	\$833.33
Community Development Connector BlueBeam	\$833.33
Subscription Term: 12 months	Subtotal: \$26,100.09
Implementation & Services	
Financial Connector	\$5,888.00
Map Connector	\$4,416.00
Merchant Connector	\$5,888.00
Parcel Connector	\$4,416.00
Department Templates	\$26,716.80
Custom Reports	\$3,680.00
Fees Configuration (Pages)	\$6,624.00
Portal Configuration	\$1,472.00
General Configuration/Requirements	\$2,967.92
Project Management	\$10,263.00
Digital Mark-up Tool Connector	\$0.00
Onsite Training 4 day Package	\$10,000.00
	Subtotal: \$82,331.72



Total Initial Investment	\$108,431.81
Pricing for the First Renewal Term is \$31,320.00	

*5 occasional users included

*2 months included at no additional cost

*Pricing will remain the same year 2 and will not exceed a total increase of 15% over years 3-5



Legendary Support Team

Your subscription entitles you to world class support from the Legendary Support Team. From 8 am – 6 pm EST, we're standing by ready to assist with any feature/functionality questions. We promise a live person will answer your call within 3 rings and quickly direct you to a knowledge Advisor. We're committed to responding to all emails sent to support@dudesolutions.com (<mailto:support@dudesolutions.com>), within one hour. If you prefer to keep a support dialogue open at your work station, our Advisors are also available via Chat. The Legendary Support Team is dedicated to your success. Our mission is to effectively communicate, efficiently resolve problems, and delight clients with every interaction.

Client Success Team

You have partnered with Dude Solutions because you believe we will deliver overwhelming value to you and your organization. Our Client Success team is dedicated to ensuring you meet the outcomes you and your organization expect by implementing our solutions. You will have the opportunity to work with a member of our Client Success team on an ongoing basis. Your Client Success Representative will be strategic in their efforts to drive results, keeping your success as their primary goal.

Terms of Service:

- Proposal has been prepared for City Of Seaside
- Proposal expires in 60 days
- Initial Term: 12 months
- Payment: Terms are net 30 days
- Billing frequency other than annual is subject to additional processing fees
- Automatic invoicing of annual fee will occur at the end of each term unless request for non-renewal is received in writing 30 days prior to renewal date.
- Applicable sales taxes are in addition to the quoted price. If your organization is tax exempt, please email a copy of your Tax Exemption Certificate to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>)
- Please address purchase order to: Dude Solutions, 11000 Regency Parkway, Suite 110, Cary, NC 27518
- Service dates are scheduled Monday-Friday
- If a service day is rescheduled or cancelled by City Of Seaside, then City Of Seaside is responsible for any cancellation fees incurred by rescheduling or cancelling travel and living fees.
- Onsite service days rescheduled less than 2 weeks before the scheduled delivery date will incur cancellation fees.
- Services will be scheduled upon written acceptance of the terms and conditions of this proposal.
- We must allow six weeks of lead time from the purchase date for booking service for travel and living purposes.
- Dude Solutions, Inc. maintains the necessary liability coverage for their products and services. Proof of insurance can be provided upon request.



- If within 60 days of order you are not completely satisfied, you can cancel your service for a full refund of subscription fees.
- The terms and conditions ("Terms") of this offer are based upon Dude Solutions, Inc.'s [Online Subscription Agreement \(http://dudesolutions.com/terms\)](http://dudesolutions.com/terms).
- Acceptance is expressly limited to these Terms. Any additional or different terms proposed by you (including, without limitation, any terms contained in any document incorporated by reference into the Purchase Order) are objected to and rejected and will be deemed a material alteration hereof, unless expressly assented to in writing by DSI.



We are committed to helping you build your knowledge, network and skills – and [University 2019 \(http://www.university2019.com/\)](http://www.university2019.com/) is the best training and professional development for operations management professionals. Join us for four days of intensive training where you can:

- Build a strategic vision for your department and ensure goals align with the mission and vision of your organization.
- Save your organization time and money by investing in the training you need to keep your operations excellent and highly efficient.
- Learn how your peers are successfully overcoming similar challenges so you can be a leader of positive change.
- Receive hands on training and 1on1 guidance from our Client Success experts.

To help make this a no-hassle experience, we have created the Dude Deal, which includes conference registration fees, **4 night's hotel accommodation guaranteed in one of the conference hotels (check-in Saturday, May 4, 2019 and check-out Wednesday, May 8, 2019)**. Your registration also includes:

- Industry specific professional development and leadership workshops
- Beginner and advanced solution training classes
- Peer-led best practices roundtables and panel discussions
- Hands-on solution training
- Sunday Opening General Session & Motivational Keynote Speaker
- Registered conference attendees also receive the following meals included:
 - **Sunday Welcome Reception & Dinner**
 - **Hot breakfast Monday, Tuesday and Wednesday**
 - **Networking lunch on Monday & Tuesday**
 - **Tuesday Client Appreciation Dinner**



The All-Inclusive rate for 4 nights of hotel accommodations and conference registration fee is \$1,695. This rate is available on a first come, first serve basis until we sell out or until December 31, 2018, whichever occurs first.

Dude University Policies*Payment, Cancellations & Substitutions*

- Dude Deal Registrations must be paid in full at the time of booking with a credit card, to secure your hotel room.
- Dude Deal prices are for single occupancy rooms. Each additional occupant is \$20, per night, per person.
- Written cancellations received by university@dudesolutions.com (<mailto:university@dudesolutions.com>) before March 31, 2019 receive a full refund. No refunds are issued after this date.
- Conference attendee substitutions will be accepted through April 12, 2019.

Spouse/Guests

- The \$100 spouse/guest fee is valid for only the Sunday evening dinner.
- The fee does not entitle the spouse to attend the full conference, meals or other events outside of Sunday evening event mentioned above.
- If you have multiple employees of an organization, they must register for the full conference fee to attend the sessions, the learning lab and all networking events.
- Only 1 guest/spouse per person is permitted.
- Minors under the age of 21 are not permitted to attend Sunday night for liability reasons.



EXHIBIT A

DUDE SOLUTIONS, INC.

ONLINE SUBSCRIPTION AGREEMENT

This Online Subscription Agreement (this “Agreement”) shall govern Subscriber’s (as defined below) access and use of the Services (as defined below) provided by Dude Solutions, Inc. (together with its direct and indirect subsidiaries, collectively, “DSI”). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE ACCESSING AND USING THE SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY SERVICE.

Section 1.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 “Account” means Subscriber’s specific account where Subscriber subscribes to access and use Service(s).

1.2 “Account Users” means individual users specified by the Subscriber to access and use the Subscriber’s Account.

1.3 “Applications” means the software-as-a-service (SaaS) enterprise asset management applications designed, developed, marketed and made available by DSI, which include, without limitation, the following functionality: enterprise workflow, communication, content and business process logic for facilities, technology, business operations, facility scheduling, building automation, safety planning, crisis management, geographic information systems, energy and transportation management.

1.4 “Confidential Information” means any non-public information and/or materials disclosed in writing or orally by a party under this Agreement (the “Disclosing Party”) to the other party (the “Receiving Party”), which (i) is designated in writing as confidential at the time of disclosure, or (ii) with respect to non-public information disclosed orally, the Disclosing Party sends the Receiving Party a written notice to Receiving Party within 15 days after oral disclosure identifying the non-public information that was disclosed as its confidential information, including when, where, how and to whom such non-public information was disclosed. For avoidance of doubt, DSI’s Confidential Information shall include the source code, data structure, algorithms and logic of the Applications and Services. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a Third Party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

1.5 “Content” means all of the audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Services.

1.6 “Documentation” means the user documentation relating to the Services, including but not limited to descriptions of the functional, operational and design characteristics of the Services.

1.7 “Highly-Sensitive Personal Information” means an Account User’s (i) government-issued identification number (including social security number, driver’s license number or state-issued identified number), (ii) financial account number, credit card number, debit card number, credit report information, in each case with or without any required security code, access code, personal identification number or password that would permit access to such Account User’s financial account; and/or (iii) biometric data.

1.8 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) and all regulations promulgated thereunder (45 C.F.R. §§ 160-164), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act and all regulations promulgated thereunder, as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), as amended from time to time.

1.9 “Intellectual Property Rights” means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

1.10 “Privacy Policy” means the DSI privacy policy, as amended from time-to-time, which can be viewed by clicking the “Privacy” hypertext link located on www.dudesolutions.com.

1.11 “Services” means each of the Application(s) subscribed to by Subscriber pursuant to this Agreement. Subscriber shall specify each of the Services that Subscriber shall subscribe to as part of its Account registration process.

1.12 “Subscriber” means the legal entity identified on the Account.

1.13 “Subscriber Data” means all data and information provided by or on behalf of Subscriber to a Service, including that which the Account Users input or upload to a Service.

1.14 “Subscription Fee” means, with respect to each Services subscription, the annual subscription fee invoiced to Subscriber by DSI prior to the Initial Term and each applicable Renewal Term for such Services subscription, which is required to be paid in order for Subscriber to be permitted to access and use the Services in such Services subscription.

1.15 “Third Party” means a party other than Subscriber or DSI.

Section 2.0 Use of the Service; Proprietary Rights

2.1 Use of Service.

(a) *Subscription.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Subscription Fees required hereunder), DSI permit Subscriber's Account Users to access and use the Services during the Term, including access and use of all of the Content contained in or made available through the Services. Subscriber agrees that it shall use the Services solely for internal business purposes, and access and use of the Services shall be limited to Account Users.

(b) *Account Setup.* To subscribe to the Services, Subscriber must establish its Account, which may only be accessed and used by its authorized Account Users. To setup an Account User, Subscriber must provide DSI (and agree to maintain, promptly update and keep) true, accurate, current and complete information for such Account User. If Subscriber or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, DSI has the right to immediately suspend or terminate Subscriber's Account and usage of the Services and refuse any and all future use. Each Account User must establish and maintain a personal, non-transferable password, which shall not be shared with, or used by, any other Third Party. Subscriber may transfer an Account User's right to access and use the Services to a new user only if such Account User becomes inactive and is unable to access the Services. Subscriber is also solely responsible for any and all activities that occur under its Account and ensuring that it exits or logs-off from its Account at the end of each session of use. Subscriber shall notify DSI immediately of any unauthorized use of its Account and/or any other breach of security of the Services that it suspects or becomes aware of.

(c) *Subscriber Responsibilities.* Subscriber shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Services; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement, including the limitations and restrictions set out in Section 2.1(d); (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Subscriber Data created by Account Users using the Services; (iv) access and use the Services solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Services on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) promptly update and upgrade its system as requested or required in order to ensure continued performance and compatibility with upgrades to the Services. Subscriber shall be responsible for any breach of this Agreement by Account Users and any access or Use of the Services by persons other than Account Users.

(d) *Limitations and Restrictions.* Subscriber agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of any Service; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available any Service, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) access or use the Services to provide any service bureau services or any services on a similar basis; (iv) use any Service in a way not intended by DSI or for any unlawful purpose; (v) use any Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Services; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Services; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other

security auditing procedures on the Services; (ix) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (x) access any Service in order to build a competitive product or service, copy any features, functions or graphics of any Service or monitor the availability and/or functionality of any Service for any benchmarking or competitive purposes; (xi) store, manipulate, analyze, reformat, print, and display the Content for personal use; (xii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Services; and (xiii) store Highly-Sensitive Personal Information. Highly-Sensitive Personal Information should not be entered into the Services, as there are no data fields requesting this type of information. Personal sensitive or identifiable information should not be entered into the Services, as there are no data fields requesting such information. It is the Subscriber's responsibility to enforce this policy for fields beyond DSI's control such as a description or notes field. DSI reserves the right in the future to scan input data and block certain information such as social security numbers or credit card numbers

(e) *Additional Guidelines.* DSI reserves the right to establish or modify general practices and limits concerning use of the Services, including without limitation, the maximum number of days that Subscriber Data shall be retained by the Services and the maximum disk space that shall be allotted on DSI servers on Subscriber's behalf. DSI shall provide at least sixty (60) days' prior notice of any such modification. DSI also reserves the right to block IP addresses originating a Denial of Service (DoS) attack or IP addresses causing excessive amounts of data to be sent to DSI servers. DSI shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Services and the block may be removed once DSI is satisfied corrective action has taken place to resolve the issue.

(f) *Third Party Software.* The Services may incorporate and/or embed software and other technology owned and controlled by Third Parties. Any such Third Party software or technology that is incorporated and/or embedded into any Service shall be provided to Subscriber on the license terms set forth this Agreement, unless additional or separate license terms apply as indicated by DSI. To the extent that the Services link to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber's rights with respect to such website, application or service, unless otherwise expressly provided DSI. DSI shall have no obligations or liability arising from Subscriber's access and use of such linked Third Party websites, applications and services.

2.2 Proprietary Rights.

(a) Subscriber acknowledges and agrees that (as between Subscriber and DSI) DSI retains all ownership right, title, and interest in and to the Applications, the Services, the Documentation and the Content, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, "Derivative Works"), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by DSI based upon ideas or suggestions submitted by Subscriber to DSI, Subscriber hereby irrevocably assigns all rights to modify or enhance the Applications and the Services using such ideas or suggestions or joint contributions to DSI, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Intellectual Property Rights in or to the Applications, the Services, the Documentation and the Content, other than the rights expressly set forth in this Agreement.

(b) DSI acknowledges and agrees that (as between Subscriber and DSI) Subscriber retains all ownership right, title, and interest in and to the Subscriber Data, including all Intellectual Property Rights

therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants DSI a non-exclusive, royalty-free license to display, distribute, transmit, publish and otherwise use the Subscriber Data to improve the Services and the performance of DSI, including without limitation, submitting and sublicensing the Subscriber Data to Third Parties for analytical purposes, provided that (i) such Third Parties have entered into a written agreement with DSI to maintain the confidentiality of the Subscriber Data and (ii) DSI shall not specifically identify the Subscriber Data as originating from Subscriber when providing the Subscriber Data to such Third Parties.

Section 3.0 DSI Responsibilities

3.1 Subscriber Data. DSI shall not edit or disclose any information regarding Subscriber's Account, including any Subscriber Data, without Subscriber's prior permission, except in accordance with this Agreement. Notwithstanding the foregoing, DSI is hereby permitted to provide certain statistical information (e.g., usage, average costs or time values, or user traffic patterns) in aggregated and de-identified form to Third Parties or to other Application subscribers.

3.2 Support. During the Term DSI shall, as part of Subscriber's Subscription Fees, provide telephone and e-mail support ("Support Services") to Subscriber during the hours of 8:00 a.m. (Eastern time) to 6:00 p.m. (Eastern time), Monday through Friday, excluding holidays.

3.3 Availability. DSI shall use commercially reasonable efforts to make the Services available (i) 99.9% of the time during the hours of 6:00 a.m. (Eastern time) to 10:00 p.m. (Eastern time), Monday through Friday, excluding holidays ("Business Hours"), and (ii) 99.5% of the time, determined on a twenty-four (24) hours a day, seven (7) days a week basis. Availability shall be calculated on a monthly basis. For purposes of calculating availability, the Services shall not be deemed unavailable during any period arising from: (i) routine system maintenance that is performed weekly during non-Business Hours; (ii) scheduled downtime for extended system maintenance (of which DSI shall give at least 8 hours' prior notice and which DSI shall schedule to the extent reasonably practicable outside of Business Hours); and (iii) any unavailability caused by circumstances beyond DSI's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, non-DSI software or hardware, or denial of service attack.

3.4 Protection of Subscriber Data. DSI shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Subscriber Data. In addition, if Subscriber is a "Covered Entity" under HIPAA, DSI is Subscriber's "Business Associate" under HIPAA, and any Subscriber Data provided by Subscriber to DSI in their capacities as a Covered Entity and Business Associate, respectively, DSI and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to DSI).

Section 4.0 Third Party Interactions

4.1 Relationship to Third Parties. In connection with Subscriber's use of the Services, Subscriber may: (i) enter into correspondence with and/or participate in promotions of advertisers or sponsors showing their goods and/or services through the Services; (ii) purchase goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Services and a Third Party provider; (iv) be offered additional functionality within the user interface of the Services through use of

the Services' application programming interface; and/or (v) be provided content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such activity, shall be solely between Subscriber and the applicable Third Party. DSI shall have no liability, obligation or responsibility for any such correspondence, purchase, promotion, data exchange, integration or interaction between Subscriber and any such Third Party.

4.2 Ownership. Subscriber is the owner of all Third Party content and data loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure its meets its particular needs. DSI shall not comment, edit or advise Subscriber with respect to such Third Party content and data in any manner.

4.3 No Warranty or Endorsement. DSI does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by DSI as "certified," "validated," "premier" and/or any other designation. DSI does not endorse any sites on the Internet which are linked through the Services. DSI is providing these links to Subscriber only as a matter of convenience, and in no event shall DSI be responsible for any content, products, or other materials on or available from such sites.

4.4 Additional Terms. The Disclaimer of Warranties (Section 7.1) and Limitation of Liability (Section 7.3) set forth herein shall apply to all Third Party interactions.

Section 5.0 Subscription Fees

5.1 Subscription Fees. Subscriber shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Subscription Fee for such Service subscription. Thereafter, DSI shall invoice Subscriber for each applicable Subscription Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Unless Subscriber provides written notice of non-renewal in accordance with Section 6.1, Subscriber agrees to pay all Subscription Fees no later than thirty (30) days after the receipt of DSI's applicable invoice therefor. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information.

5.2 Automatic Payments. Subscriber shall, upon the written request from DSI, establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, DSI is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.

5.3 Renewal Charges. DSI maintains the right to increase Subscription Fees and other applicable fees and charges in connection with each Renewal Term.

5.4 Taxes. DSI's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If DSI has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 5.4, DSI shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides DSI with a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber agrees to indemnify and hold DSI harmless from any encumbrance, fine, penalty or other expense which DSI may incur as a result of Subscriber's failure to pay

any Taxes required hereunder. For clarity, DSI is solely responsible for taxes assessable against DSI based on its income, property and employees.

Section 6.0 Term and Termination

6.1 Term. This Agreement commences on the date Subscriber establishes its Account and continues until all Services subscriptions hereunder have expired or have been terminated (the “Term”). The initial term of each Services subscription shall be for a period of one (1) year (the “Initial Term”). Thereafter, each Services subscription shall automatically renew for successive one year periods (each, a “Renewal Term”) unless either party has provided written notice of its intent to not renew such Services subscription not less than thirty (30) days prior to the expiration of the then-current Initial or Renewal Term applicable to such Services subscription.

6.2 Termination for Breach. DSI may terminate this Agreement prior to the expiration of the Term if Subscriber commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach is given by DSI; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. Without limiting the foregoing, in the event of a breach that gives rise to the right by DSI to terminate this Agreement, DSI may elect, as an interim measure, to terminate one or more of Subscriber’s Services subscriptions and/or suspend its performance hereunder (including, without limitation, Subscriber’s right to access and use the Services and the Account) until the breach is cured. DSI’s exercise of its right to elect any interim measure shall be without prejudice to DSI’s right to terminate this Agreement upon written notice to Subscriber.

6.3 Termination for Convenience. Subscriber may terminate this Agreement at any time for convenience by providing DSI forty-five (45) days’ prior written notice to the following email address: clientsuccess@dudesolutions.com. Upon termination by Subscriber pursuant to this Section 6.3, Subscriber may request in writing and be granted a refund in an amount equal to: (i) the Subscription Fee prepaid by Subscriber for the one-year term during which such termination is effective, *multiplied by* (ii) the number of full months remaining in the applicable one-year term (determined based upon the effective date of termination) *divided by* twelve; provided, however, that if DSI receives Subscriber’s written notice of termination pursuant to this Section 6.3 within the first sixty (60) days after the commencement of the Initial Term, DSI shall refund to Subscriber the entire Subscription Fee for the Initial Term. For avoidance of doubt, no refund shall be granted with respect to fees for training, import or project management, and/or other professional services. Upon termination of its Account, Subscriber’s right to access its Account and use the Services immediately ceases.

6.4 Effect of Termination. Upon termination of this Agreement, (i) Subscriber’s access and use of the Services shall automatically cease, and (ii) DSI shall have no obligation to maintain the Subscriber Data or to forward the Subscriber Data to Subscriber or any Third Party.

6.5 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 2.1(d), 2.2, 6.4, 7, 8 and 9. Termination of this Agreement, or any of the obligations hereunder, by either party shall be in addition to any other legal or equitable remedies available to such party, except to the extent that remedies are otherwise limited hereunder.

Section 7.0 Disclaimers and Indemnification

7.1 Disclaimer of Warranties. DSI AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. DSI AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (V) ERRORS OR DEFECTS WILL BE CORRECTED; (VI) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS-IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY DSI AND ITS LICENSORS.

7.2 Indemnification.

(a) Indemnity by DSI. DSI shall defend, indemnify and hold harmless Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Services as expressly permitted hereunder infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber (x) promptly gives DSI written notice of the Claim; (y) gives DSI sole control of the defense and settlement of the Claim; and (z) provides to DSI all reasonable assistance, at DSI's expense. If DSI receives information about an infringement or misappropriation claim related to the Services, DSI may in its sole discretion and at no cost to Subscriber: (i) modify the applicable Service(s) so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the applicable Service(s), or (iii) terminate the Subscriber's Account subscriptions for the applicable Service(s) upon prior written notice and refund to Subscriber any prepaid Subscription Fees covering the remainder of the term of the terminated Account subscriptions. Notwithstanding the foregoing, DSI shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the applicable Service(s) in combination with any software or hardware not expressly authorized by DSI, (B) any modifications or configurations made to the applicable Service(s) by Subscriber without the prior written consent of DSI, and/or (C) any action taken by Subscriber relating to use of the applicable Service(s) that is not permitted under the terms of this Agreement. This Section 7.2(a) states Subscriber's exclusive remedy against DSI for any Claim of infringement or misappropriation of a Third Party's Intellectual Property Rights related to or arising from Subscriber's use of the Services.

(b) Subscriber shall defend, indemnify and hold harmless DSI from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by DSI, in connection with any Claim alleging that the Subscriber Data, or Subscriber's use of the Services in breach of this Agreement, infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that DSI (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all

reasonable assistance, at Subscriber's expense. This Section 7.2(b) states DSI's exclusive remedy against Subscriber for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from the Subscriber Data or Subscriber's use of the Services.

7.3 Limitation of Liability. IN NO EVENT SHALL DSI, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE AMOUNT OF SUBSCRIPTION FEES PAID BY SUBSCRIBER TO DSI PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE LAST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL DSI HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF DSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

SUBSCRIBER AGREES THAT DSI'S CRISISMANAGER AND SAFETY CENTER APPLICATIONS (COLLECTIVELY, "SAFETY APPS") IS A DOCUMENTATION TOOL ONLY, AND THAT EACH OF THE SAFETY APPS IS NOT INTENDED TO PROVIDE EMERGENCY SERVICES OR PROTOCOLS, PROCEDURES OR ACTION PLANS IN THE EVENT OF A CRISIS OR EMERGENCY. SUBSCRIBER FURTHER AGREES THAT IT SHALL BE SOLELY RESPONSIBLE FOR: (1) CREATING AND MAINTAINING ITS EMERGENCY ACTION PLAN WITHIN EACH RESPECTIVE SAFETY APP, (2) ENSURING THAT SUBSCRIBER'S EMPLOYEES, CONTRACTORS AND OTHER PERSONNEL ARE PROVIDED ACCESS TO ITS EMERGENCY ACTION PLAN WITHIN THE SAFETY APPS, AND (3) CONTACTING (E.G., CALLING 911) EMERGENCY SERVICES IN THE EVENT OF AN ACTUAL CRISIS OR EMERGENCY. DSI SHALL HAVE NO RESPONSIBILITY OR LIABILITY AS A RESULT OF THIS AGREEMENT AND/OR SUBSCRIBER'S USE OF THE SAFETY APPS FOR DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN IN THE EVENT OF A CRISIS OR EMERGENCY.

Section 8.0 Confidentiality

8.1 Protection of Confidential Information. The Receiving Party agrees that it shall (i) hold the Disclosing Party's Confidential Information in strict confidence and shall use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care, (ii) not use the Confidential Information of the Disclosing Party for any purpose not permitted by this Agreement; (iii) not copy any part of the Disclosing Party's Confidential Information except as expressly permitted by this Agreement, (iv) limit access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

8.2 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8.3 Remedies. Recipient acknowledges that Disclosing Party would have no adequate remedy

at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 9.0 Miscellaneous

9.1 Authority. Subscriber represents and warrants that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

9.2 Acceptance of Privacy Policy. All data and information provided by Subscriber through its use of the Services is subject to the Privacy Policy. By using the Services, Subscriber accepts and agrees to be bound and abide by the Privacy Policy.

9.3 Governing Law. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of North Carolina, without regard to the principles of conflict of laws.

9.4 Relationship of the Parties. DSI is performing pursuant to this Agreement only as an independent contractor. DSI has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between DSI and Subscriber. DSI shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.5 Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

9.6 Assignment. Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. DSI shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

9.7 Force Majeure. Subject to the limitations set forth below and except with respect to any payment obligations of Subscriber, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

9.8 Notices. Except as otherwise specified in this Agreement, all notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses:

(a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by certified or registered mail, return receipt requested (upon verification of receipt); or (d) solely with respect to notices to Subscriber, via electronic mail to the e-mail address maintained on Subscriber's Account. All notices to DSI shall be addressed as follows: Dude Solutions, Inc., 11000 Regency Parkway, Suite 110, Cary, NC 27518 Attn: Legal Operations, *with a copy to:* Robinson, Bradshaw & Hinson, P.A., 101 N. Tryon St., Suite 1900, Charlotte, NC 28246, Attn: Richard Dunn.

9.9 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.10 No Third Party Beneficiaries. No person or entity not a party to this Agreement will be deemed to be a third party beneficiary of this Agreement or any provision hereof.

9.11 Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.12 Entire Agreement. This Agreement is the entire agreement between Subscriber and DSI regarding Subscriber's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void.

9.13 Children Under the Age of 13. Websites and/or online applications and services that are collecting information from children under the age of 13 are required to comply with Federal Trade Commission (FTC) Children's Online Privacy Protection Act (COPPA). Subscriber shall not submit, and shall ensure that its Account Users shall not submit, any information from children under the age of 13. DSI does not knowingly collect personal information from children under 13. If Subscriber believes DSI might have any information from or about a child under 13, please contact DSI at: notice@dudesolutions.com or by mail at the following address: Dude Solutions, Inc., 11000 Regency Parkway, Suite 110, Cary, NC 27518 Attn: Operations. If DSI learns it has collected or received personal information for a child under 13 without verification of parental consent, DSI shall delete such information.

9.14 Modifications. DSI may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber's rights, DSI shall notify Subscriber.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

<Insert Organization Name>

Dude Solutions, Inc.

Signature

Signature

Print Name

Print Name

Title

Title

Date Signed

Date Signed

SmartGov™

Simplified Service for Your Community



With customer satisfaction a primary goal, provide a better experience for your citizens, businesses and your staff by managing permitting, planning, licensing, inspections and code enforcement in one centralized system. Using SmartGov™, you can streamline your workflow, reduce liability, increase transparency and facilitate your community's needs by optimizing your processes and going paperless. You also have the ability to add an easy-to-use public portal. As a result, you will maximize efficiencies and dramatically reduce time, cost and error for your organization.

How does it work?

SmartGov is a browser-based software-as-a-service (SaaS) solution that securely manages and streamlines processes at every stage of engagement. With automated, mobile-enabled technology, simplify access and processes for citizens and commerce surrounding new business startups, buildings and construction, community expansion, property valuation and more.



Key Benefits



Increase citizen engagement and satisfaction. Increase transparency, engagement and satisfaction within your community, while gaining efficiencies and saving money by allowing citizens to complete processes and check statuses online 24/7, instead of standing in line or waiting on hold.



Maximize efficiencies. Dramatically reduce time, costs and errors associated with permit processing, business licensing, code enforcement and inspections by tracking and managing all workflows and tasks in a unified, web-based and mobile-enabled system. Backend process automation combined with an intuitive public portal provide an end-to-end solution that eliminates guesswork and dependence on paper, while enabling faster revenue generation for your jurisdiction.



Improve safety. Keep your citizens safe by making requests and applications easy to submit and maintaining reasonable response times so all work is done in a safe, approved manner. With automated code enforcement, compliance is enforced more quickly and accurately, minimizing violations and increasing public safety.



Drive development, growth and revenue. With optimized processes for functions like permitting and licensing, you'll capitalize on development opportunities faster, ensure revenue is collected quicker and provide an optimized experience for the business and development community. You and your department will maintain a positive reputation and continue to attract new development.



Improve decision making. Maximize visibility and transparency with a full suite of reports and charts. Provide analytics to elected officials to enable data-driven decisions to improve efficiencies and deliver meaningful outcomes.



Gain critical portability. Conduct on-site inspections and increase portability with a system that can be used on virtually any mobile device.

“User-friendly, manageable and efficient, [Dude Solutions] software has allowed us to successfully implement streamlined and efficient permit processing at a time when resources (staff, time and funding) are strained and customer satisfaction is a priority.”

— Nikki Hollatz, Environmental Health,
Skamania County, WA



Product Features

Permitting & Planning

- > Centralize permit and project data
- > Monitor contractor license information
- > Automate workflow and approval process
- > Define an unlimited number of permit and project types
- > Collaborate internally between departments or externally with clients
- > Calculate fees automatically, including late NSF penalties
- > Attach notes, scanned images and electronic files to a permit or project
- > Manage special zoning and conditional requirements
- > Assign inspections based on geographical area, violation type or inspector workload
- > Integrate with existing GIS systems

Business Licensing

- > Manage licensing from new applications to renewals and expirations, including timelines, fees and inspections
- > Issue business licenses
- > Generate notice letters for applicants
- > Enable online application submittal and fee payment
- > Allow for expirations or blocking of permit and inspection requests
- > Enable users to view business license history

Electronic Plan Review

- > Paperless processing of all plan reviews and reporting
- > Enable workflows, task routing, approvals and digital plan review functionality
- > Concurrent review by multiple users in real-time
- > Track changes and revisions throughout the lifecycle
- > Add markups, comments and time-stamps to drawings
- > Attach code references to comments and generate code reference/comment documents
- > Store frequently-used comments
- > Compare multiple versions of drawings with overlay and side-by-side views

Enforcement

- > Automate enforcement, from complaint submittal to resolution
- > Centrally track and manage unlimited case types, code violation activity and deadlines
- > Assign inspections based on geographical area, violation type or inspector workload
- > Track investigations, hearings and legal actions
- > Automatically calculate violation fines
- > Attach notes, scanned images and electronic files to a case
- > View case resolution and create a permanent case history
- > Integrate with existing GIS systems



Product Features (cont'd)

Inspections

- > Unify automated workflows, task lists, scheduling and note-taking
 - > Define inspection types
 - > Create checklists of actions for each inspection type
 - > Assign inspection types and checklists to every project, permit, case or license
 - > Schedule inspections based on geography, type or inspector
 - > Track every inspection as part of a permanent digital record
 - > Sort, query and access records easily, from anywhere at any time
-

Mobile

- > Full suite of permitting tools in the field via any laptop, tablet or smartphone
 - > Document updates or code issues and communicate them with co-workers and clients in real time
-

Map Integration

- > Enable visualization of any number of GIS layers alongside permits, projects, inspections and code enforcement cases with an ArcGIS integration
 - > Five Esri GIS layers included: parcel boundaries, sewer or water lines, school districts, floodplain boundaries and zoning districts. Additional GIS layers are optional.
 - > GIS layers can be displayed in conjunction with the standard base maps included as part of the core feature set
 - > Display inspection search results and enforcement actions as a point on a map
 - > Navigate existing cases and initiate new cases starting from a map
-

Public Portal

- > Submit permit applications, including digital documents, digital plans, fee payments and inspection requests
- > View the status of permits, inspections and violations
- > Print reports and required forms
- > Access fee information
- > View daily and pending inspection schedules, as well as year-to-date metrics
- > View and respond to digital plan markup and comments
- > Review real-time plan check comments and inspection results



Product Features (cont'd)

Online Payments

- > Define fee types and rates
- > Assess fees and invoice for payment
- > Receive partial or full payments and issue partial or full refunds
- > View transaction history
- > Integrate with payment processors and Financial Management Systems
- > Manage security and uptime to allow for payments 24/7

Reporting

- > Access library of formatted reports, form letters and related output documents for managing the lifecycle of permits, licenses and enforcement cases
- > Ad hoc reporting in a variety of formats, generated with user-defined parameters and available on scheduled intervals or in real time
- > On-screen queries using integrated search tool

Product Pricing

SMARTGOV Annual subscription

- > Full cloud-based solution
- > Licensing
- > Permitting and planning
- > Code enforcement
- > Inspections
- > Reporting and analysis
- > Mobile application

SMARTGOV ADD-ONS Additional annual fee (per feature)

- > Public portal
- > Electronic plan review
- > Map integration
- > Financial integrations

ADDITIONAL ADD-ONS Additional annual fee

- > Work & Asset Management
- > Capital Forecasting
- > Energy Management
- > Technology Management
- > Skills Management
- > Consulting services



Technical Requirements

We suggest the latest version of all browsers and mobile operating systems (OS) for the best experience. Please consult with your IT department to ensure that all browsers are up to date and capable of supporting SmartGov.

INTERNET BROWSER

Latest versions are recommended

- › Google Chrome
- › Internet Explorer 11
- › Microsoft Edge
- › Mozilla Firefox
- › Opera
- › Safari (Mac OS)

Implementation Information

All Dude Solutions clients have our support, starting with implementation. Your dedicated project manager and implementation specialist will support you with a call to outline your objectives and guide you through every step of the process. And our support doesn't stop there. As a client, you'll have a Legendary Support team member on your side to ensure you get the most out of our solutions. From initial installation to your first permit processed, we've got you covered.

Legendary Client Support <i>Cost: Included</i>	› All Dude Solutions clients have a dedicated Client Success team member assigned to them › Reach support via phone, email or chat for immediate answers
Implementation support <i>Cost: Included</i>	› Dedicated implementation resources, including a project manager and an implementation specialist › Orientation call to establish objectives and answer questions › Unlimited interactive virtual training › Project collaboration tool for implementation management › Weekly status meetings and implementation updates

V2_ 072318

ABOUT DUDE SOLUTIONS

Dude Solutions is a leading software-as-a-service (SaaS) provider of operations management solutions to education, government, healthcare, senior living, manufacturing and membership-based organizations. For nearly two decades, Dude Solutions has inspired clients to create better work and better lives. We combine innovative, user-friendly technology with the world's smartest operations engine, empowering operations leaders to transform the most important places in our lives. Today, more than 11,000 organizations use our award-winning software to manage maintenance, assets, energy, safety, IT, events and more. For more information, visit dudesolutions.com.

Request for Proposal Community Development Software



City of Seaside, California
Information Technology Department

440 Harcourt Avenue
Seaside, CA 93955
July 2018

Section I - Introduction

- A. Purpose for RFP:** The City of Seaside is interested in contracting with a Permitting and Licensing software vendor to provide workflow automation and tracking Services for building permits, zoning permits, building inspections, code enforcement, and general administrative permits and licenses. Online and mobile functionality is a requirement in order to provide citizen portal and contractor access as well as functionality that will allow field staff to directly access and edit permits and inspections.
- B. Background Information:** Seaside (pop. 34,312) is a coastal community 90 miles south of San Francisco and 300 miles north of Los Angeles located immediately adjacent to the campus of California State University Monterey Bay. The City of Seaside doubled in size with the closure of Fort Ord military base in 1992 and is 50% developed with mixed use of residential, commercial and lodging. In the next few years, the City will experience tremendous reinvestment and growth in its residential, commercial and undeveloped properties, in 2017 there were 1300 building and trade permits issued.

The City is seeking to significantly increase the volume of permits and license applications, inspection requests and payments that are submitted online. Seaside is implementing a “One Stop Shop” concept where all customer transactions are handled in one physical location, and the City is seeking to extend that customer friendly environment to the online user experience and interface of its permitting and licensing software solution.

The City currently utilizes Tyler Incode software for its financial management and community development software. There are no plans to switch from Incode for financial management, so the selected vendor will need to ensure that their software is able to either directly integrate with Incode, or able to provide a file for electronic import into Incode along with providing the necessary cash register functionality and reports that will allow it to function in conjunction with the City’s existing financial software.

- C. **SOW:** The Scope of Work, as may be modified through negotiation and/or by written addendum, will be made a part of the Agreement. Through this RFP, the City intends to procure the software functionality listed in this section. **Please provide brief itemized answers that correspond to each numbered section that clearly detail how your software provides this functionality. For your convenience an editable Word document is available for you to provide your answers.**

The City desires a customizable, off-the-shelf software solution that will support automation of all necessary functions related to the overall permitting and licensing process. The software will contain the following functions to the greatest extent possible:

1. **General:** Provide modern web form capabilities that allow for easy editing of forms and that clearly define workflows for customers and staff. System must allow online submission and payment of permits, licenses and related activities. The City will consider hosted solutions as well as client/server software solutions. If providing a hosted solution, please detail the network environment, data backup frequency and structure, and guaranteed percentage of uptime. All solutions must clearly explain the City's ability to export information from the system in the event of the maintenance contract being terminated. Please note if your software includes a REST API.
2. **Data:** Integrate with ESRI ArcGIS Online. The city will maintain a public ArcGIS online website. Allow automated updating of property address and owner information from the Monterey County Assessor.
3. **Permitting:** Monitor all building activity, issue a variety of permit types (building, mechanical, electrical, plumbing, right of way, residential alarm and sprinkler, commercial alarm and sprinkler, etc.), link to related records, account for all appropriate fees, and validate that contractors are licensed with Seaside and the State of California. The City would like the capability to have some permits that require no additional administrative review following submission and payment to have the capability to be instantly/automatically approved. Also desire dating functionality that would alert customer and staff of the pending expiration of a permit. The City requires the ability to customize permit number formatting, currently using 00000001. The city requires a solution that includes the ability to flag a property or parcel with a "Stop Work" directive and double fees on

designated properties. The City would prefer a solution that includes functionality for a customer to see an estimate of the fees that will be required for a permit prior to submission.

- 4. Licensing & Contractor Registration:** Provide licensing functionality including contractor licensing that can be directly integrated into the permitting process.
- 5. Inspection Tracking and Scheduling:** Allow automatic creation of specific inspection types based on permit applications. Track both routine and periodic inspections of buildings and property, and manage all building inspection scheduling activities. Allow online customer inspection requests and provide calendaring functionality for inspectors that allow them to easily create a daily schedule from inspection requests. Allow real time inspection results to be publicly available to all users including via email to permit holder. Provide dating functionality that provides ticklers for permits and inspections with no activity. The City would prefer functionality that allows an inspector to see a map of their daily inspections. Permits should automatically close upon a successful final inspection.
- 6. Plan Application Tracking/Workflow:** Provide on-line reporting capabilities for all permit applications and license reviews from permit submission to issuance. The system should provide a visual workflow status that is clear to both the customer and internal staff.
- 7. Reporting:** Generation of reports using any combination of data elements maintained by land use and permitting systems. A dashboard that overviews activity levels and that is capable of being made public is preferred. The City desires automated reports that can be emailed on a pre-defined schedule as well as a publicly (without registration) viewable list of registered contractors.
- 8. Code Enforcement:** Allows for the monitoring of codes and management of violations associated with all building projects and property maintenance. Includes dating functionality that provides reminders for follow-up inspections or needed activities. Allows for the online submission of anonymous code enforcement complaints without prior registration as well as the generation of automated letters based on identified code violations.

9. Public Online Application Submittal, Complaint and Inquiry

Capabilities: The software will allow unregistered read-only queries of active and closed permits based on address. The City would prefer a solution that also allows queries of a map to see active permits or code complaints. Software will have the capability to allow online submittal of permit applications and related plan submissions, and code enforcement complaints.

10. Complete software documentation for support staff, users, and administrators.

11. Mobility/In-Field Usage: View, schedule and modify inspections and record notes while in the field from laptops, iPads and tablet devices. Allow pictures to be easily attached to inspection reports. Have the ability to quickly access all contact details for the owner, applicant, contractor or complainant as well as attached plans. Retrieve data by searching any parameter, including permit #, contractor, address, etc.

12. Capability to track planning and zoning applications: Software must include the ability to assign conditions to certain parcels such as a Historic District, Floodplain etc.

13. Payment Processing: Software must directly integrate with credit card processor and contain cash register functionality for processing of payments. Payment processing must contain audit mechanism to track payment overrides and nuanced user rights that limit users who can override payment structures. Integration with cash drawer functionality of Tyler Incode 10 is preferred.

D. The Scope of Work must include implementation services, including, but not limited to:

- Software installation and setup
- Template and application form development
- Testing, including acceptance testing

- Training for support staff, end users, and administrators
- Software maintenance and warranty services. The Scope of Work must also include a schedule of deliverables and milestones associated with each of the above modules or phases. A solution that will provide a high level of functionality with ease of use is desired. Consideration will be given to a well- designed and proven software system that has excellent vendor support, rich capabilities, and robust ad hoc reporting tools.

E. Proposal Contact Information: All proposals must be in conformance with the submittal instructions provided in Section II of this RFP and received no later than August 4, 2018 at 4 p.m. PST. An electronic copy shall be submitted in PDF format to: bdempsey@ci.seaside.ca.us.

F. Questions: Any matter concerning this RFP document that requires explanation or interpretation must be requested in writing. All questions should be directed to Brian Dempsey, Fire Chief City of Seaside bdempsey@ci.seaside.ca.us. Addendum will be recorded and made available for all proposers.

Section II – Additional Language for Software Proposals

Title and Indemnity.

Proposer warrants that it owns the software, including all associated intellectual property rights, or otherwise has the right to grant City the right and license provided in this Agreement, and that as of the date of this Agreement, to the best of Proposer's knowledge, neither the software nor the documentation infringe on any valid patents, copyrights, trademarks, or other proprietary rights of any third parties.

Travel Expenses

Proposer's policies for reimbursement of employee or contractor travel and living expenses shall be subject to City's review and approval, such approval not to be unreasonably withheld. Proposer shall provide City with supporting documentation such as receipts for travel, hotels, and rental cars with regard to such reimbursable items upon City's request. Fees for services shall be limited to rate schedules

provided to City in advance of providing the additional services. Proposer agrees to use the same diligence in controlling reimbursable expenses as it uses in its own business for expenses incurred by Proposer.

Deliverables

The deliverable(s) shall be accepted by City when (1) the deliverable(s) has been delivered, installed and made ready for use at City's site in accordance with Proposer's installation and operating specifications; (2) City has tested the deliverable(s) and the deliverable(s) has passed testing; and (3) City agrees that deliverables meet or exceed the specifications and those contained in the statement of work and order concerning performance and capabilities of the deliverable(s) as modified by Proposer.

Proposer represents and warrants that (1) the computer programs provided constitute all the applications or systems software or interfaces required by City to operate the Software System; (2) the software system as delivered to City hereunder shall operate on or with the hardware currently utilized within the City; (3) the software systems as delivered to City hereunder shall meet the specifications without the need for customization or modification or the delivery of any additional services except as specified in the statement of work and the work order; (4) the software shall be compatible with City's existing data files, business information and systems such that significant additional applications or systems software or interfaces shall not be required to be produced or procured in order to complete the implementation of the software; and (5) the software shall be free of any defect in material of the media in which the software are delivered, or any virus or other program routine designed to erase or otherwise harm the City's hardware, data or other programs.

In the event City reports a defect or malfunction that materially and adversely affects City's use of the software in a way that interferes with an immediate, urgent need of City, Proposer shall use its best efforts to respond to such report within 24 hours and thereafter to provide continuous technical assistance to diagnose and correct the defect or malfunction. Proposer shall maintain a trained staff capable of rendering the services set forth in this Agreement.

Section III – Proposal Format and Evaluation Process

A. **To simplify the evaluation process, the Vendor's proposal shall be submitted in the format outlined below:** All responses to be attached on-line.

1. Letter of Transmittal – The proposal letter shall be addressed to the Contact listed and shall include the complete name of the firm or person(s) submitting the proposal, the main office address, primary contact person's name, title, telephone number, email as well as a signature of representative legally authorized to bind the proposal.

2. Executive Summary – A summary of the proposal stating the proposer's understanding of the requested system and highlights of the proposed solution.

3. Vendor Profile and Qualifications – Include vendor and executive information, including age of the company, age of the product platform being sold, whether product was originally acquired, and if so when and from whom, frequency of updates over last two years, a description of the product platform, and a description of qualifications of key staff that would be assigned to the implementation of the solution.

4. Experience – Provide a description of local government experience and experience completing similar projects.

5. References – Provide at least five (5) references of current clients of similar scope with the proposal. Include name, title, address, phone number and email of contact person.

6. Software Description – Please provide answers to the Scope of Work criteria in Section I C. 1-13 of this RFP.

7. Technical Requirements – All hardware requirements, system software, and application requirements must be listed.

8. Implementation Services/Scope of Work – Provide a sample project management plan including reasonable target dates. This section must also outline key activities, work products and assumptions.

9. Training – Provide an overview of proposed training, including options for on-site or training center services, end users, and system administrators. This section should also include an implementation and training plan including an estimated time-frame and deliverables for each stage of the project and training documentation provided.

10. Support and Maintenance – Provide support services including provisions of regular updates and new releases, as well as technical consultation and support. Please include a timeline of recent updates and a description of the normal upgrade cycle.

11. Cost Proposal – Please provide costs for licensing, maintenance, training and any additional services. The City would like to see 1st year costs as well as total annual cost for the next four years of agreement.

12. Additional Information – Please provide any other information you feel is important for consideration in our evaluation of proposals.

- B. Proposal Evaluation and Selection Process:** Following the submission deadline, a selection committee will evaluate all responses and short-list the proposing vendors. Responders will be notified and finalists will be invited to present demonstrations to our staff if necessary. After all demonstrations are completed, the selection committee shall reconvene to either make a decision or to request further information. The City will request finalists provide a sandbox demonstrating the functionality of the program over a 30 day period for staff to try out the software. The selection committee will then make recommendations regarding the selection and request authorization to enter into a contract with the approved vendor. The committee reserves the right to accept/reject any or all proposals. Submission of a proposal indicates acceptance of the conditions contained in the RFP and an agreement to negotiate a contract for services. An award can be made on the basis of greatest benefit to the City of Seaside.

Section IV – Additional Information Questions/Additional Requirements:

Right to Cancel – The City of Seaside reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program which is outlined within this RFP at any time, and notice shall be given in a timely manner

thereafter.

No Award – Recipients of this RFP are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting, offering or awarding a contract, representation or agreement of any kind.

Not Liable for Costs – The City is not liable and will not be responsible for any costs incurred by any vendor(s) for the preparation and delivery of the RFP responses, nor will we be liable for any costs incurred prior to the execution of an agreement, including but not limited to, presentations by RFP finalists.

Property of the City – Responses to this RFP will become the property of the City and will form the basis of negotiations of an agreement with the apparent successful vendor.

Waiver of Irregularities – The City reserves the right, at its sole discretion, to waive minor administrative regularities contained in any proposal.

No Obligation to Buy – The City reserves the right to reject any or all proposals at any time without penalty and from contracting with any vendor. The release of this RFP does not convey the initiation of a purchase.

Withdrawal of Proposals – Vendors may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, simply retract your on-line bid. The vendor may submit another proposal at any time up to the proposal closing date and time.

Errors in Proposal – The City will not be liable for any errors in vendor proposals. Vendors will not be allowed to alter proposal documents after the deadline for proposal submission.

Corrections or amendments due to errors identified in the vendor's Proposal may be accepted if this type of correction or amendment is due to typing, transposition or any other obvious errors. Vendors are liable for all errors or omissions contained in their proposals.

After opening and reading proposals, they will be checked for correctness. If, after the opening and tabulation of proposals, a vendor claims error and requests to be relieved of award, he/she will be required to promptly present certified work sheets. Staff will review the work sheets and if staff is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the vendor may be relieved of he/she proposal.

Section V - Required Contract Terms

These are the required contract terms that a Successful Proposer shall agree to by submitting the Proposal for consideration. Any contract with the City of Seaside shall include these provisions.

1. Applicable laws:

The Revised Code of the City of Seaside and all City ordinances and administrative rules insofar as they apply to the laws of competitive bidding, contracts and purchases are made a part hereof.

2. Indemnification by Proposer:

To the fullest extent allowed by law, the Proposer shall indemnify and hold harmless the City, its employees and agents, from any liability for claims, damages, losses and expenses, including reasonable attorney fees, resulting from the performance of the contract, or any act or omission, by Proposer, its employees, agents, subcontractors or assigns.

Proposer's obligation to indemnify under this section shall not be construed to negate, abridge, or reduce other rights of indemnity or contribution to which the City, its agents or employees are legally entitled.

3. No indemnification by City:

The City does not agree to indemnify or hold harmless the Proposer, its employees and agents, from any liability for claims, damages, losses and expenses, including reasonable attorney fees, resulting from or arising under the contract.

4. Insurance:

The Proposer shall not commence work under this contract until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the City nor shall the Proposer allow any subcontractors to commence work on this subcontract until all similar insurance required for coverage of the subcontractor has been so obtained and approved. General liability insurance is required \$1,000,000 single occurrence; \$2,000,000 aggregate.

The Proposer shall take out and maintain during the life of this contract, Workers' Compensation Insurance for all of his/her employees employed on the project, and in case any work is sublet, the Proposer shall require the subcontractor similarly to provide General Liability and Workers' Compensation Insurance for all of the latter's employees unless such

employees are covered by the protection afforded by the Proposer. If the Proposer already maintains Worker's Compensation Insurance, Proposer shall submit proof of such coverage to the City with Proposer's submission and thereafter upon request. Proposer shall maintain such insurance throughout the life of any contract with the City.

5. Force majeure:

For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

6. Termination of contract for cause:

If, through any cause, the Proposer shall fail to fulfill in a timely manner and proper manner its obligations or if the Proposer shall violate any of the covenants, agreements or stipulations of the contract, the City shall thereupon have the right to terminate the contract by giving written notice to the Proposer of such termination and specifying the effective date of termination. The notice may be mailed, hand-delivered, or sent electronically. In that event, and as of the time notice is given by the City, all finished or unfinished services, reports or other materials prepared by the Proposer shall, at the option of the City, become its property, and the Proposer shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished.

Notwithstanding the above, the Proposer shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the contract by the Proposer and the City may withhold any payments to the Proposer for the purpose of set off until such time as the exact amount of damages due the City from the Provider is determined.

7. Termination of contract for convenience:

The City may terminate the contract at any time by giving written notice to the Proposer of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. The notice may be mailed, hand-delivered, or sent electronically. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Proposer under the contract shall, at the option of the City, become its property. If the contract is terminated due to the fault of the successful Proposer, termination of contract for cause relative to termination shall apply. If the contract is terminated by the City as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the City which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the contract, less payments of compensation previously made.

8. Proposal and contract information is public:

The Proposer acknowledges that all documents submitted with any proposal may become public documents and shall be subject to California Public Records Act. By submitting any document to the City of Seaside in connection with a Proposal or Contract, the Proposer waives any claim against the City of Seaside and any of its officers and employees relating to the release of any document or information submitted. Furthermore, the Proposer agrees to hold the City of Seaside and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Seaside arising from or related to the Proposal or Contract.

9. The terms and conditions of the RFP shall be incorporated and made part of the contract between the City and the successful Proposer. In case of any conflict between the term and conditions of the RFP and the Proposal, the RFP shall prevail unless otherwise agreed upon in writing by the City. The City reserves the right to incorporate terms and conditions contained in the Proposal provided it is not in conflict with the RFP.

10. The Proposal should include any proposed contractual terms that the Proposer intends to request the City to include in the contract. Such terms and conditions should not conflict with the required contract terms in this Section. If the proposed contractual terms conflict with the required contract terms, the City may reject the Proposal. The City reserves the right, but not the obligation, to negotiate additional terms with the Successful Proposer. The Proposer shall provide on the front page of the proposal and titled as **“Conflict with Required Contract Terms” all terms and conditions of the Proposal**

that conflict with the required contract terms.

11. If awarded the proposer will be required to sign the attached City of Seaside “Agreement for Consulting Services Contract” including Exhibit D Insurance Requirements.

12. Acknowledgement:

The undersigned hereby acknowledges that:

- The undersigned has read and understands the terms and conditions of the RFP, including the required contract terms.
- The undersigned has the lawful authority to sign this document on behalf of the Proposer and attach to the bid system.
- If the Proposal is selected, the undersigned’s signature incorporates the required contract terms into the final contract and shall supersede any subsequent contract terms provided by the Proposer, unless otherwise agreed to by the City pursuant to Section 10.

Name

Date

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 ("City") and _____, *[a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation]* ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on September 1, 2018 and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 1, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit 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 _____ dollars (\$____.00) 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. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed twenty four thousand nine hundred ninety nine dollars (\$24,999.00). Any additional work in excess of this amount shall be approved by the City Council.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

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

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall

have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; 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 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 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.

[the following paragraph is only to be used when the City will be taking in a fee or deposit from an applicant and use that fund to retain the consultant to prepare an EIR, Specific Plan, or some other specific document or where the City is funding a similar development-type study]

(c) Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or sub consultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its sub consultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

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

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

To Consultant:

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 _____ 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. WORK SCHEDULED/TIME OF COMPLETION

[this section is optional and should be included only when the project is particularly time-sensitive]

City and Consultant agree that time is of the essence in this Agreement. City and Consultant further agree that Consultant's failure to perform on or at the times set forth in this Agreement will damage and injure City, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, City and Consultant agree that any failure to perform by Consultant at or within the times set forth herein shall result in liquidated damages of _____ dollars (\$_____.00) per day for each and every day such performance is late. City and Consultant agree that such sum is reasonable and fair. Furthermore, City and Consultant agree that this Agreement is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of City's Request for Proposal, Exhibit "C" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "D" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. 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

CONSULTANT

By: _____
[City Manager or Mayor]

By: _____
(Signature)

(Typed Name)

EXHIBIT A

TASKS TO BE PERFORMED

See Scope of Work in RFP

EXHIBIT B

PAYMENT SCHEDULE

EXHIBIT C

LOCATION SCHEDULE

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.

Consultant shall provide the following types and amounts of insurance:

[Note: verify minimum limit for each coverage with Risk Manager]

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

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

[Note: may need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees]

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

[Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.]

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision

providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$_____ per occurrence.

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

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests 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.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.B.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: November 1, 2018

SUBJECT: **CONSIDER A RESOLUTION APPROPRIATING \$7,000 FROM THE PARKS MAINTENANCE GENERAL FUND ACCOUNT TO THE PARKS IMPROVEMENT CIP FUND AND AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS TO DESIGN CAPRA PARK IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$34,900.**

PURPOSE & RECOMMENDATION

The purpose of this item is to have the City Council consider an appropriation in the amount of \$7,000 from the Parks Maintenance General Fund account to the Parks Improvements CIP fund and authorize the City Manager to execute a professional service agreement with Whitson Engineers to design the proposed improvements to Capra Park for an amount not to exceed Thirty-Four Thousand Nine Hundred Dollars (\$34,900).

BACKGROUND

Capra Park is approximately 3/4 acre in size located on the southwest corner of Sonoma Avenue and Luzern Street, spanning the length of Sonoma Avenue to Soto Street. Situated on a hill, a retaining wall divides the park into two portions with steps connecting the two levels. The upper portion contains a sloping grassy field and playground area with swing set. The lower portion of the park includes a half basketball court, playground area with a swing set, and picnic area with table. In 2017, the half basketball court was upgraded with a new basketball standard, resurfaced, re-stripped, and additional fencing was installed around the court. Additionally, improvements were made around the basketball court so that the adjacent area was regraded and the concrete path was removed and replaced with decomposed granite. See Attachment 3 for photos of the park.

The Parks & Recreation (P&R) Commission solicited the community for input on park

improvement ideas and held two study sessions on October 2, 2017 and October 30, 2017 to solicit community input on parks improvements. Several community groups, neighborhood associations and individuals participated. Friends of Seaside Park Association (FOSPA) submitted a conceptual plan for improvements to the lower area, attached, that included upgrading ADA accessibility to the park, replacing portions of the retaining wall, new tot lot playground equipment, new picnic benches and barbecue area with shade pergolas, and renovation to the basketball court. On December 21, 2017, at the recommendation of the P&R Commission, the City Council approved \$28,000 for the design of Capra Park improvements.

Whitson Engineers, an on-call consultant qualified to perform design services, provided a proposal to design the improvements identified on the conceptual plan on a time and materials basis not to exceed \$34,900. The proposal is divided into three tasks; supplemental survey, design development, and design documents. The design development task includes preparing a base map with updated topographic survey, update the conceptual plan, perform geotechnical investigation to identify design criteria for the retaining walls, pergola footings, and to prepare a conceptual stormwater control plan. The initial design budget of \$28,000 did not anticipate additional costs associated with the geotechnical investigation and the storm water control plan tasks. A project of this scale triggers the development of a stormwater control plan and a thorough geotechnical investigation is necessary for design of retaining wall and drainage infrastructure.

It is recommended that the City Council adopt a Resolution to transfer an appropriation in the amount of \$7,000 from the Park Maintenance General Fund account to the Park Improvements CIP fund for Capra Park Improvements, direct the Finance Director to make the necessary budget adjustments, and authorize the City Manager to execute a professional services agreement with Whitson Engineers for an amount not to exceed \$34,900 to design the improvements at Capra Park.

ENVIRONMENTAL COMPLIANCE

The project is Categorically Exempt from the California Environmental Quality Act (CEQA) in accordance with Title 14 of the California Code of Regulations, Chapter 3, Article 19, Section 15301 (d) "Existing Facilities".

Evidence:

The proposed project consists of repairs, maintenance, and minor alterations to the existing public park facility and reorganizing and renovating existing on-site amenities to increase ADA accessibility and provide increased security. The proposed project does not increase the size of the park.

FISCAL IMPACT

The design of the improvement to Capra Park are funded from the following accounts:

Accounts	Amount
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FY 2017/18 Park Improvements CIP Fund (342-8910-9570)	\$28,000
Park Maintenance General Fund Account (100-8420-2073)	\$7,000
Total	\$35,000

ATTACHMENTS

1. Resolution Whitson Contract
 2. Professional Services Agreement
 3. Capra Park Photos
 4. Conceptual Site Plan
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

TRANSFERRING AN APPROPRIATION IN THE AMOUNT OF \$7,000 FROM THE PARKS MAINTENANCE GENERAL FUND ACCOUNT TO THE PARKS IMPROVEMENTS CIP FUND AND AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS TO DESIGN CAPRA PARK FOR AN AMOUNT NOT TO EXCEED THIRTY-FOUR THOUSAND NINE HUNDRED DOLLARS (\$34,900)

WHEREAS, in 2017 the Parks & Recreation (P&R) Commission solicited the community for input on park projects; and

WHEREAS, Friends of Seaside Parks Association submitted a conceptual plan for the lower area of Capra Park that includes upgrading ADA accessibility, replacing a portion of the retaining wall, and installing new playground and barbeque equipment; and

WHEREAS, on December 21, 2017, the P&R Commission recommended and subsequently the City Council approved allocating \$28,000 for the design of the improvements based upon the conceptual plan for the lower area; and

WHEREAS, Whitson Engineers, an approved on-call consultant to the City, submitted a proposal to design the improvements in the amount of \$34,900; and

WHEREAS, city staff evaluated Whitson's proposal and determined that due to the condition of the retaining wall and geotechnical conditions of the site, additional expertise is necessary to provide design services exceeding the approved design budget of \$28,000 for Capra Park; and

WHEREAS, an appropriation in the amount of \$7,000 can be obtained from the Park Maintenance General Fund account to fully fund the design for the improvements to Capra Park; and

WHEREAS, the proposed project consists of repairs, maintenance, and minor alterations to the existing public park facility and reorganizing and renovating existing on-site amenities to increase ADA accessibility and provide increased security, and

WHEREAS, in accordance with Title 14, California Code of Regulations, Section 15301 "Existing Facilities", the proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA).

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby transfers an appropriation in the amount of \$7,000 from the Parks Maintenance General Fund account to the Parks Improvements CIP Fund, directs the Finance Director to make the necessary budget adjustments, and authorizes the City Manager to execute a professional services agreement with Whitson Engineers to design Capra Park Improvements for an amount not to exceed Thirty Four Thousand Nine Hundred Dollars (\$34,900).

PASSED AND ADOPTED at a regular meeting of the City council of the City of Seaside, State of California, on the 1st day of November, 2018, by the following vote:

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

APPROVED:

ATTEST:

Ralph Rubio, Mayor
City of Seaside

Lesley Milton-Rerig, City Clerk

City of Seaside

PROFESSIONAL SERVICES AGREEMENT Capra Park Improvements

This agreement is made by and between the City of Seaside (City), and Whitson Engineers (Consultant).

- A. Engagement: The City agrees to engage the Consultant to provide engineering services as described in Exhibit A, attached hereto and, hereinafter referred to as “the Project.”
- B. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: The City shall pay consultant on a time and materials basis in accordance with the standard billing rates shown in Exhibit A, attached hereto, not to exceed thirty four thousand nine hundred dollars (\$34,900.00).
- D. Expense Reimbursement: City will reimburse for professional services and expenses at cost upon submission of receipts.
- E. Method of Payment: The City shall pay within 30 days in accordance with Consultant’s Fee Schedule, attached hereto, upon receipt of a written invoice from Consultant detailing services rendered.
- F. Term: The term of this agreement shall commence on November 1, 2018 and shall terminate 180 calendar days from commencement date.
- G. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- H. Indemnity: Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney’s fees, caused by the negligence of the City, its Council, boards, commissions, officers and employees, Consultant shall indemnify, and hold harmless the City, its Council, boards and commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney’s fees, arising out of the actual negligent performance of the Consultant, in the performance of professional services provided to the City based on a comparative basis of fault. Nothing contained in the indemnity provisions shall be construed to require Consultant to indemnify the City, against any responsibility or liability in contravention of Civil Code 2782.

Professional Services Agreement
Capra Park Improvements

- I. Project Management. The City Engineer will represent the City for all purposes under this Agreement. Rick Riedl, City Engineer, is designated as the Project Manager for the City. The Project Manager will be Consultant's point of contact with respect to performance, progress and execution of the Services. The City may designate an alternate Project Manager from time to time.
- J. Ownership of Work Product:
 - a. Ownership of all imagery, reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this agreement, whether or not completed, shall vest with the City.
 - b. Materials developed under this agreement are the property of the City and may be used by the City as it sees fit, including the right to distribute, review or publish the same without limitation.
 - c. The City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this. Agreement, unless written authorization of Consultant is first obtained.
- K. Assignment
 - a. 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, Richard Weber shall perform the services described in this Agreement.
 - b. Richard Weber may use assistants under his supervision to perform services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of Richard Weber from Consultant's employ. Should he leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Engineer and the Consultant.
- L. Conflict of Interest
 - a. Consultant shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.
 - b. If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100 et seq.) Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Consultant's and/or such other person's financial interests.
- M. Miscellaneous:
 - a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.

Professional Services Agreement
Capra Park Improvements

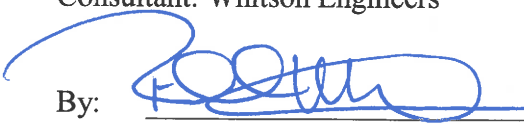
- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
 - c. This agreement shall be modified only by written agreement duly executed by the City and the Consultant.
 - d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
 - e. This agreement shall be governed by and construed in accordance with the laws of the State of California.
 - f. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.
- N. Consultant shall provide the City with a \$1,000,000 professional liability insurance naming the City as an additional insured along with a \$2,000,000/\$4,000,000 general liability insurance and automobile and workers' compensation coverage if applicable.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Consultant: Whitson Engineers

City of Seaside

By: 

By: _____

Richard Weber, Principal

Craig Malin, City Manager

Dated: 10/24/2018

Dated: _____



6 Harris Court • Monterey, CA 93940
831 649-5225 • Fax 831 373-5065

October 10, 2018

Project No.: 3640.01

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

Via email: lllantero@ci.seaside.ca.us

**Re: Capra Park – City of Seaside
Proposal for Civil Engineering Services**

Dear Ms. Llantero:

Thank you for the opportunity to make this proposal for the Capra Park Project. Based on our conversations with you and our review of the Conceptual Site Improvement Plan – Phase One dated 9/10/17 prepared by the Friends of Seaside Parks Association (FOSPA), we propose the following scope of work:

SCOPE OF SERVICES

Task 1: Supplemental Survey

1. Conduct a supplemental topographic survey of areas the City has noted as being regraded since our original survey performed on May 10, 2017.
2. Review and update the topographic base file and Existing Conditions map.

Task 2: Design Development

1. Visit the site to review opportunities and constraints.
2. Prepare a CAD base showing the proposed site work, incorporating the updated topographic survey and conceptual site plan provided by FOSPA.
3. Prepare geotechnical investigation report and identify criteria for design of Allan Block retaining walls and footings for pergolas.
4. Coordinate with the City to establish site grading and drainage design and prepare a Grading and Drainage Plan (30% Construction Documents). Plan will be to a level of detail suitable for review by the Board of Architectural Review (BAR).
5. Prepare a Conceptual Stormwater Control Plan pursuant to the Post Construction Stormwater Management Requirements for Development Projects in the Central Coast Region, Central Coast Regional Water Quality Control Board Resolution No. R3-2012-0025. We anticipate the project will fall within Performance Requirement #1, as we assume that this project will create or replace between 2,500 and 5,000 square feet of impervious area.
6. Prepare an engineer's estimate for probable construction cost.
7. Attend one BAR meeting.

Design Development Deliverables: Two paper copies and PDFs of plans and SWCP

Task 3: Construction Documents

1. Refine the Design Development-level Grading and Drainage Plan based on feedback from the BAR meeting and City staff, and develop and submit the 60% plans, specifications, and estimate (PS&E). [Structural engineer will provide design of Allan Block retaining wall system and footings for pergolas, including structural drawings and calculations for submittal to City.]
2. Following City review of the 60% PS&E submittal, make noted revisions and develop and submit 90% PS&E.
3. Finalize the Stormwater Control Plan.
4. Following City review of the 90% PS&E submittal, make noted revisions and develop and submit 100% PS&E (bid set).

Construction Document Deliverables

60% Deliverables:

- *Two paper copies and PDFs of plans, specs, and estimate*
- *Editable (MS Word) copy of specs.*

90% Deliverables:

- *Two paper copies and PDFs of plans, specs, estimate, and SWCP*
- *Editable (MS Word) copy of specs.*

100% (Bid Set) Deliverables:

- *One reproducible set of wet signed mylar original plans*
- *Five bond copies of the plans*
- *One original wet signed copy of specs; five copies of specs*
- *PDF and editable digital copies of the plans, specs and estimate*

Assumptions

1. All submittals will be made to the City.
2. Whitson Engineers will provide technical specification; the City will provide the front end specifications, and will advertise and bid the project.
3. Pergolas will be pre-manufactured steel structures.
4. The proposed project is anticipated to fall under Performance Requirement #1 of the "Post-Construction Stormwater Management Requirements for Development Projects in the Central Coast Region." Addressing any other performance requirements shall be considered an additional service.

Exclusions

The following work is specifically excluded from the Engineer's Scope of Services:

1. Changes in scope of the Land Surveyor or Engineer's work.
2. Utility design (other than on-site storm drain).
3. Landscape Architecture Services, which includes development of Landscape Plans, Planting Plans, or Irrigation Plans.
4. Obtaining or coordinating permits; permit condition compliance.
5. Meetings other than those specifically identified in the above scope of services.
6. Lighting/Electrical/Mechanical Design Services.
7. Plans for disposal of excess soil material.
8. Offsite improvements plans.
9. SWPPP Preparation (site is less than 1 acre) and inspections
10. Preparation of Operation & Maintenance Plan.
11. Preparation of Maintenance Declaration.

12. Additional submittals other than those shown as deliverables.
13. Bid and Construction Phase Services, including review of contractor submittals and response to Bidder Inquiries and RFIs.
14. Ridge Pole Layout.
15. Construction Staking.
16. Construction Management services.
17. Construction Inspections or Monitoring.
18. Plan revisions to reflect field changes; As-Built plan preparation.

Please note that upon your request we could provide the above services at additional cost.

PAYMENT AND PROVISIONS

The fee for the above described 'Scope of Services' will be \$34,900. Progress Billings will be on a **Percent Complete basis**. Authorized Additional Services will be performed on a Time and Materials basis in accordance with the rates shown on the attached Fee Schedule (T37). This agreement shall be subject to the attached Standard Provisions of Agreement attached hereto.

Phase	Fee
Supplemental Survey	\$1,000
Design Development	\$18,600
Construction Documents	\$15,300
Total	\$34,900

Thank you for the opportunity to present this proposal for consideration. If you have any questions regarding our proposed scope of services or the associated fees, please do not hesitate to contact me at (831)649-5225 or at gkaprielian@whitsonengineers.com.

Sincerely,
WHITSON ENGINEERS



Garrett Kaprielian, PE
Civil Engineer
for
Richard Weber, PE PLS
RCE 55219

Authorization for Civil Engineering Services:

By: _____	Date: _____
Print Name: _____	Title: _____

PS&E for Capra Park Improvements									
Engineering Services Budget Estimate									
10/10/18 GK T37									
Supplemental Survey									
		PE	LS	1P	AE	Totals			
Rate:		\$ 220	\$ 160	\$ 175	\$ 140	Hours	Cost		
1	Supplemental Survey			4		4	\$ 700		
2	Update Topo Base				2	2	\$ 280		
Subtotal:		0	0	4	2	6	\$ 980		
Professional Personnel Estimate: \$ 980									
Estimated Expenses: \$ -									
Total Estimate, Topographic Survey: \$ 980									
Design Development									
		PE	CE	AE	GEO	Totals			
Rate:		\$ 220	\$ 160	\$ 140		Hours	Cost		
1	Site Visit		2	2		4	600		
2	CAD Base		4	10		14	2,040		
3	Geotechnical Investigation				\$6,870	0	6,870		
3	Grading and Drainage Design	1	6	16		23	3,420		
4	Conceptual SWCP		4	10		14	2,040		
5	Engineer's Estimate		2	4		6	880		
6	BAR Meeting		4			4	640		
7	QA/QC/PM	2	10			12	2,040		
Subtotal:		3	32	42		77	18,530		
Professional Personnel Estimate: \$ 18,530									
Estimated Expenses: \$ 100									
Total Estimate, Design Development: \$ 18,630									
Construction Documents									
		PE	CE	AE	STRUCT	Totals			
Rate:		\$ 220	\$ 160	\$ 140		Hours	Cost		
1	60% PSE		6	12		18	2,640		
1a	Structural Design				\$5,175	0	5,175		
2	90% PSE		4	12		16	2,320		
3	Final SWCP		4	8		12	1,760		
4	100% PSE		2	8		10	1,440		
5	QA/QC/PM	2	8			10	1,720		
Subtotal:		2	24	40		66	15,055		
Professional Personnel Estimate: \$ 15,055									
Estimated Expenses: \$ 250									
Total Estimate, Construction Documents: \$ 15,305									
Total Estimate Supplemental Survey, Design Development, and Construction Documents: \$ 34,915									

HOURLY RATE SCHEDULE

<u>Category</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 220.00
Director of Civil Engineering	\$ 190.00
Senior Civil Engineer	\$ 180.00
Senior Land Surveyor	\$ 180.00
Civil Engineer	\$ 160.00
Land Surveyor	\$ 160.00
Senior Associate Engineer / Surveyor	\$ 150.00
Associate Engineer / Surveyor	\$ 140.00
Assistant Engineer / Surveyor	\$ 120.00
Senior Engineering / Survey Technician	\$ 115.00
Engineering / Survey Technician	\$ 110.00
Administrative Support	\$ 70.00
Engineering Aide	\$ 65.00
Expert Witness / Court Hearing	\$ 300.00

Field Surveying*

One Person Survey Crew (Prevailing Wage)	\$ 175.00
Two Person Survey Crew (Prevailing Wage)	\$ 270.00
Three Person Survey Crew (Prevailing Wage)	\$ 380.00

Reimbursables

Professional Services By Others	Cost Plus 15%
In-House Large Format Plotting / Copies (Black & White)	\$0.50 / S.F.
In-House Plots, Prints, Copies (Color/Special Media)	Rates vary, available upon request
In-House Prints / Copies (Black & White)	\$0.10/sheet for 8.5x11, \$0.50/sheet for 11x17
Materials, Postage, Reproduction, Telephone	Cost Plus 10%
Mileage	Per Current Federal Rate

*Survey Crew rates are Prevailing Wage
Rates effective January 1, 2016

#37





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.C.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: November 1, 2018

SUBJECT: APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES TO DESIGN THE MEASURE X AND SB1 ROADWAY IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$1,058,180.

PURPOSE & RECOMMENDATION

The purpose of this item is to have the City Council consider awarding a professional service agreement to Harris & Associates to design the Measure X and SB1 Roadway Improvements for an amount not to exceed \$1,058,180.

BACKGROUND

There is a renewed focus on road rehabilitation in California. Two funding sources, Measure X in Monterey County and the Road Maintenance and Rehabilitation Act (RMRA or SB1) in the state, are estimated to contribute about \$1.5 million per year to the City of Seaside. Both Measure X and SB1 require timely use of funds. The City Council held meetings on April 19, 2018, June 7, 2018, and July 10, 2018 at which programming of these funds for the proposed pavement upgrades was determined. Based upon Council direction to focus on upgrading major streets, staff developed preferred treatment scenarios identifying the City's ability to improve the conditions of these roads using Measure X and SB1 revenues. The City Council also approved the issuance of a bond of approximately \$10 Million for the design and construction of road improvements using the Measure X revenues. The Council- approved Pavement Program is shown as Exhibit A and Figure 1 attached to this report.

On July 23, 2018 the City issued a formal Request for Proposal (RFP) to provide Pavement Design and Construction Management Services for the preparation of design and construction bid documents, construction inspection and testing, and overall construction management services for the street rehabilitation for the Measure X and SB1 street segments outlined above.

Three proposals were received by the submission deadline of August 23, 2018. The proposals were evaluated in accordance with Government Code Section 4525, et. seq., which states “selection by a ... local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.” All three firms, Harris & Associates, MNS Engineers, and Pavement Engineering Inc. were invited to interview on Tuesday, September 18, 2018. Through the rating criteria outlined in the RFP and the interviews, staff determined that Harris & Associates are the most qualified firm to provide pavement design and construction management services based upon their knowledge and experience with similar projects.

Due to the complexity of the project and to control costs, there will be multiple phases to this project. City staff negotiated an initial design contract with Harris & Associates that is presented here for consideration. Staff expects to come back to the City Council in the future with recommendations to award amendments to this contract for design services during construction and construction management services for the proposed construction phases in 2019 and 2020.

The proposed contract value is within the budgeted limits anticipated for a project of this magnitude. Therefore, it is recommended that the City Council adopt a Resolution authorizing the City Manager to execute a professional services agreement with Harris & Associates for an amount not to exceed \$1,058,180 for the design of the Pavement Rehabilitation for Measure X and SB1 Streets.

ENVIRONMENTAL COMPLIANCE

Per Title 14 of the California Code of Regulations, Chapter 3, “Guidelines for Implementation of California Environmental Quality Act (CEQA),” Article 19, “Categorical Exemptions,” Section 15301.c, “Existing Facilities” the following actions are categorically exempt;

“Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety).”

Evidence:

A Class 1 Categorical Exemption is applicable to the proposed pavement upgrades at the locations noted on the attached map in that the improvements will consist of changes that will be negligible and/or will not result in an expansion of use beyond that existing at the time of the lead agency's determination.

FISCAL IMPACT

The City adopted the FY 2018/2019 Capital Improvement Program (CIP) on June 21, 2018. The CIP provides authorization for the proposed project using Bond funds secured through Measure X and funds from SB1.

ATTACHMENTS

1. Resolution Harris_PMP_Design
 2. Attachment A Professional Services Agreement
 3. Exhibit A - Measure X & SB1 Street Projects
 4. Figure 1 -SB1 & Measure X Projects
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES TO DESIGN THE MEASURE X AND SB1 ROADWAY IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$1,058,180

WHEREAS, The City of Seaside owns and maintains the roadways and pavement networks, which are often the most valuable asset an agency owns; and

WHEREAS, the passage of Measure X in Monterey County and the Road Maintenance and Rehabilitation Act (RMRA or SB1) in the State of California have made available an estimated \$1.5 million per year to the City of Seaside for improvements to the pavement networks; and

WHEREAS, the City Council approved the issuance of a bond of approximately \$10 Million for the design and construction of road improvements using the Measure X revenues; and

WHEREAS, on July 23, 2018, Staff issued a formal Request for Proposal to provide Pavement Design and Construction Management Services; and

WHEREAS, three proposals were received by the submission deadline of August 23, 2018, and all three were invited to interview on September 18, 2018; and

WHEREAS, through the rating criteria outlined in the RFP and the interviews, staff determined that Harris & Associates are the most qualified firm to provide pavement design and construction management services; and

WHEREAS, City staff negotiated the initial design contract with Harris & Associates, and

WHEREAS, in accordance with Title 14, California Code of Regulations, Section 15301.c, “Existing Facilities” the following actions are categorically exempt;

“Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety)”, and

WHEREAS, a Class 1 Categorical Exemption is applicable to the proposed pavement upgrades at the locations noted on the attached map in that the improvements will consist of changes that will be negligible and/or will not result in an expansion of use beyond that existing at the time of the lead agency's determination.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a professional services agreement with Harris & Associates for an amount not to exceed One Million Fifty-Eight Thousand One Hundred and Eighty Dollars (\$1,058,180) for the design of pavement rehabilitation attached hereto as Attachment A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of November 2018 by the following vote:

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

Ralph Rubio, Mayor
City of Seaside

ATTEST:

Lesley Milton-Rerig
City Clerk

**CITY OF SEASIDE
PROFESSIONAL SERVICE AGREEMENT
FOR PAVEMENT DESIGN SERVICES**

THIS AGREEMENT, is made and effective _____, between the City of Seaside, a municipal corporation ("Agency") and Harris & Associates, Inc., an S Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the effective date stated above and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2022, 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 set forth in Exhibit E.

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. AGENCY MANAGEMENT

Agency's City Engineer shall represent Agency 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. Agency's City Manager shall be authorized to act on Agency'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 Agency 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 one million fifty eight thousand one hundred eighty dollars (\$1,058,180.00) 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 Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services. The Agency Manager may approve additional work an amount not to exceed a total sum of twenty four thousand nine hundred ninety nine (\$24,999.00). Any additional work in excess of this amount shall be approved by the Governing Board.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 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, Agency shall have no obligation or duty to continue

compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the Agency Manager or his/her 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 Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

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 Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) 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 Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of the Consultant. With respect to computer files, Consultant shall make available to the Agency, at the Consultant's office and upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.

(b) For All Other Liabilities

Notwithstanding the foregoing and without diminishing any rights of Agency under Section 9.A, for any liability, claim, demand, allegation against Agency arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Agency, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the Agency, except for the sole or active negligence of, or willful misconduct of the Agency.

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the Agency 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 Agency nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the Agency. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against Agency, or bind Agency in any manner.

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

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 Agency, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

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

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

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Agency. Agency 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 Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

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 Agency:

City of Seaside

440 Harcourt Ave

Seaside, CA 93955

Attention: City Clerk

To Consultant:

Harris & Associates, Inc.

450 Lincoln Ave., Suit 103

Salinas, CA 93901

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 Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, Sivakumar Natarajan, PE shall be the Project Manager and Engineer of Record for the services described in this Agreement.

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

18. LICENSES

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

19. GOVERNING LAW

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

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. WORK SCHEDULED/TIME OF COMPLETION

Consultant shall complete the outlined scope of work in a timely manner within the time frame per "Section 1. Term" of this contract.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of Agency's Request for Proposal, Exhibit D hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit E hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT: Harris & Associates, Inc.

By: _____ Date: _____
Gary Yagade, Sr. Vice President – Consulting Services

City of Seaside
A Municipal Corporation

_____ Date: _____
Craig Malin, City Manger

Attachments:	Exhibit A	Tasks to Be Performed
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal
	Exhibit E	Consultant's Proposals, Dated August 23, 2018, and Amendment dated October 12, 1018.

EXHIBIT A

TASKS TO BE PERFORMED

The City recently completed a Pavement Management Program Update for the entire street network, consisting of approximately 147 lane miles, as well as evaluations of the sidewalks to determine ADA compliance. The City has elected to obtain \$10 million in bond funding for the design and construction of Measure X projects, which will be phased out over a multi-year program. This City also expects to obtain SB1 funding.

The work shall be performed in conformance with the Request for Proposals issued by the City, attached hereto as Exhibit D, and the proposal submitted by the consultant, attached hereto as Exhibit E.

The Scope of Work includes design services to provide recommendations for pavement rehabilitation and/or reconstruction for the selected street segments shown on Attachment A through C of Exhibit D, and preparation of a Final Design Plan, Specification, and Engineer's Estimate of Probable Construction Costs (PS&E). Scope of Work will also include Bid and Advertising support during the bidding period.

Deliverables shall include 60%, 90%, and Final PS&Es, both hard copy and digital, to be submitted to the City for review and approval. Deliverables shall also include responses to RFI's in the bidding phase.

The Scope of Work may be amended by the City to include design services during construction.

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Harris & Associates

City of Seaside
Pavement Design Services

FEE ESTIMATE

Task/Subtask	Harris & Associates						Sub consultants			Subtotals	
	Director QA/QC Frank Lopez	Project Manager Siva Natarajan	Project Engineer Daniel Wilkins	Design Engineer Christian Mercado, Ka Chow	ENV Lead Wendy Young	B & C Review Dana Van Horn	Pavement Testing PEI	Survey Whitson	Utility Locating Subtronic		
	\$230.00	\$190.00	\$165.00	\$150.00	\$150.00	\$190.00	Allowance	Allowance	Allowance		
PACKAGE 1: 2019 Pavement Design											
Task 1	Project Management										
1.1	Project Management	120								\$22,800	
1.2	Kick-off Meeting	2	4	4	4	2				\$2,860	
1.3	Outreach Meeting (2 assumed)	4	12	12	16					\$7,580	
1.4	Design Coordination and Review Meetings (5 assumed)	10	20	30						\$11,050	
Subtotal Hours =		16	156	46	20	0	2				240
Subtotal (\$) =		\$3,680	\$29,640	\$7,590	\$3,000	\$0	\$380	\$0	\$0	\$0	\$44,290
Task 2	Preliminary Engineering										
2.1	Information Gathering and Evaluation	4	16	16						\$5,800	
2.2	Utility Coordination	8	32	32						\$11,600	
2.3	Field Investigation	24	96	96						\$34,800	
2.4	Pavement Testing and Analysis	4	24	16			\$48,800			\$55,920	
2.5	Basis of Design report	8	16	16						\$6,560	
2.6	Environmental Support				20					\$3,000	
2.7	Supplemental Topographic Survey (As-needed)	4	8	16				\$50,000		\$54,480	
2.8	Right -Of-Way Mapping (No boundary survey)	4	8	16				\$10,000		\$14,480	
2.9	Utility Locating and Potholing (As-needed)	4	8	16					\$25,000	\$29,480	
2.10	Storm Drain Analysis and Report	8	24	80					\$25,000	\$42,480	
Subtotal Hours =		0	68	232	304	20	0				624
Subtotal (\$) =		\$0	\$12,920	\$38,280	\$45,600	\$3,000	\$0	\$48,800	\$60,000	\$50,000	\$258,600
Task 3	Preliminary Design (60% & 90% PS&E)										
3.1	60% Plans, Specifications & Estimate										
3.1.1	Plans	68	140	220						\$69,020	
3.1.2	Draft Technical Specifications	8	16							\$4,160	
3.1.3	Quantity takeoff and Engineer's Estimate	4	16	40						\$9,400	
3.1.4	Internal Quality Review	40								\$9,200	
3.1.5	Bidability & Constructability Review					40				\$7,600	
3.2	90% Plans, Specifications & Estimate										
3.2.1	Plans	36	106	156						\$47,730	
3.2.2	Technical Specifications	4	16							\$3,400	
3.2.3	Quantity takeoff and Engineer's Estimate	4	16	32						\$8,200	
3.2.4	Internal Quality Review	20								\$4,600	
Subtotal Hours =		60	124	310	448	0	40				982
Subtotal (\$) =		\$13,800	\$23,560	\$51,150	\$67,200	\$0	\$7,600	\$0	\$0	\$0	\$163,310
Task 4	Final PS&E Design										
4.1	Plans	24	48	74						\$23,580	
4.2	Technical Specifications	4	8							\$2,080	
4.3	Quantity takeoff and Engineer's Estimate	4	8	32						\$6,880	
4.4	Internal Quality Review	20								\$4,600	
Subtotal Hours =		20	32	64	106	0	0				222
Subtotal (\$) =		\$4,600	\$6,080	\$10,560	\$15,900	\$0	\$0	\$0	\$0	\$0	\$37,140
Task 5	Bid Period Support										
5.1	Pre-Bid Meeting	4	4							\$1,420	
5.2	Respond to RFI (5 assumed)		10							\$1,650	
5.3	Addenda Assistance (2 assumed)	4	16	32						\$8,200	
Subtotal Hours =		0	8	30	32	0	0				70
Subtotal (\$) =		\$0	\$1,520	\$4,950	\$4,800	\$0	\$0	\$0	\$0	\$0	\$11,270
PACKAGE 2: 2020 Pavement Design											
Task 1	Project Management										
1.1	Project Management	120								\$22,800	
1.2	Kick-off Meeting	2	4	4	4	2				\$2,860	
1.3	Outreach Meeting (2 assumed)	4	12	12	16					\$7,580	
1.4	Design Coordination and Review Meetings (5 assumed)	10	20	30						\$11,050	
Subtotal Hours =		16	156	46	20	0	2				240
Subtotal (\$) =		\$3,680	\$29,640	\$7,590	\$3,000	\$0	\$380	\$0	\$0	\$0	\$44,290
Task 2	Preliminary Engineering										
2.1	Information Gathering and Evaluation	4	16	16						\$5,800	
2.2	Utility Coordination	8	32	32						\$11,600	
2.3	Field Investigation	24	96	96						\$34,800	
2.4	Pavement Testing and Analysis	4	24	16			\$48,800			\$55,920	
2.5	Basis of Design report	8	16	16						\$6,560	
2.6	Environmental Support				20					\$3,000	
2.7	Supplemental Topographic Survey (As-needed)	4	8	16				\$50,000		\$54,480	
2.8	Right -Of-Way Mapping (No boundary survey)	4	8	16				\$10,000		\$14,480	
2.9	Utility Locating and Potholing (As-needed)	4	8	16					\$25,000	\$29,480	
2.10	Storm Drain Analysis and Report	8	24	80					\$25,000	\$42,480	
Subtotal Hours =		0	68	232	304	20	0				624
Subtotal (\$) =		\$0	\$12,920	\$38,280	\$45,600	\$3,000	\$0	\$48,800	\$60,000	\$50,000	\$258,600

Exhibit B



City of Seaside
Pavement Design Services

FEE ESTIMATE											
		Harris & Associates					Sub consultants			Subtotals	
		Director QA/QC Frank Lopez	Project Manager Siva Natarajan	Project Engineer Daniel Wilkins	Design Engineer Christian Mercado, Ka Chow	ENV Lead Wendy Young	B & C Review Dana Van Horn	Pavement Testing PEI	Survey Whitson	Utility Locating Subtronic	
Task/Subtask		\$230.00	\$190.00	\$165.00	\$150.00	\$150.00	\$190.00	Allowance	Allowance	Allowance	
Task 3	Preliminary Design (60% & 90% PS&E)										
3.1	60% Plans, Specifications & Estimate										
3.1.1	Plans		68	152	196					\$67,400	
3.1.2	Specifications		4	16						\$3,400	
3.1.3	Quantity takeoff and Engineer's Estimate		4	16	32					\$8,200	
3.1.4	Internal Quality Review	40								\$9,200	
3.1.5	Bidability & Constructability Review						40			\$7,600	
3.2	90% Plans, Specifications & Estimate										
3.2.1	Plans		38	112	132					\$45,500	
3.2.2	Specifications		4	16						\$3,400	
3.2.3	Quantity takeoff and Engineer's Estimate		4	16	32					\$8,200	
3.2.4	Internal Quality Review	20								\$4,600	
Subtotal Hours =		60	122	328	392	0	40				942
Subtotal (\$) =		\$13,800	\$23,180	\$54,120	\$58,800	\$0	\$7,600	\$0	\$0	\$0	\$157,500
Task 4	Final PS&E Design										
4.1	Plans		24	52	84					\$25,740	
4.2	Specifications		2	6						\$1,370	
4.3	Quantity takeoff and Engineer's Estimate		2	4	16					\$3,440	
4.4	Internal Quality Review	20								\$4,600	
Subtotal Hours =		20	28	62	100	0	0				210
Subtotal (\$) =		\$4,600	\$5,320	\$10,230	\$15,000	\$0	\$0	\$0	\$0	\$0	\$35,150
Task 5	Bid Period Support										
5.1	Pre-Bid Meeting		4	4						\$1,420	
5.2	Respond to RFI (5 assumed)			10						\$1,650	
5.3	Addenda Assistance (2 assumed)		4	16	32					\$8,200	
Subtotal Hours =		0	8	30	32	0	0				70
Subtotal (\$) =		\$0	\$1,520	\$4,950	\$4,800	\$0	\$0	\$0	\$0	\$0	\$11,270
Total Hours by Classification =		192	770	1,380	1,758	40	84				4,224
Total (\$) by Classification =		44,160	146,300	227,700	263,700	6,000	15,960	97,600	120,000	100,000	\$1,021,420
Direct Expenses =		\$5,000					\$0	\$0	\$0	\$5,000	
Total (\$) =		\$708,820					\$97,600	\$120,000	\$100,000	\$1,026,420	
										Total Harris	\$708,820
										Total Subs	\$317,600
										Sub Markup (10%)	\$31,760
										Total =	\$1,058,180

ASSUMPTIONS UPON WHICH COST PROPOSAL IS BASED:

- 1

The following estimated Sheet count

DWG NO.	DESCRIPTION	SCALE	2019 SHEETS	2020 SHEETS
T-01	Title sheet & Notes	-	1	1
K-01	Key map	-	1	1
P-01 to P-XX	Plan sheets	20	16	14
SS-01	Surface Treatment Plan	-	1	1
SD-01 to SD-XX	Drainage Plan and Profile	20/40	6	6
CR-01 to CR-XX	Curb ramp and ADA Details	40	12	12
CD-01 to CD-XX	Construction Details	40	12	12
ST-01 to ST-XX	Signing & Striping Plans	40	16	14
TOTAL:			65	61
- 2

Hours and fee for individual tasks are an estimate; the total hours and cost for the project takes precedence.
- 3

Hours and fee may be renegotiated if the project is delayed by factors beyond Harris' control.
- 4

City will provide front end specifications in word format, and any other available data such as as-built plans, subdivision maps, survey maps, corner records etc.
- 5

Utility Companies will design their relocations, if any are needed.
- 6

The number of budgeted meetings is indicated on the spreadsheet.
- 7

City comments will be presented to Harris in one consolidated set of marked-up documents and/or letter form.
- 8

Redesign required due to changes made by Agency after 90% design approval are subject to additional fee to Harris & Associates
- 9

The budget for topographic survey, right of way mapping and utility locating is an allowance and will only be used if supplemental information is needed.
- 10

It is assumed that construction staging/traffic control plans will not be required at this time.
- 11

Detailed Environmental studies are not included. This project is anticipated to be categorically exempt.
- 12

City to provide permissions to enter private property for Harris and Subs.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Umbrella or excess liability insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability,

and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

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

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

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

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

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an

assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

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

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

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

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

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

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

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each

insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

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

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

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

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

CITY OF SEASIDE
PAVEMENT DESIGN
AND
CONSTRUCTION MANAGEMENT SERVICES

Proposal Due August 16, 2018

The City of Seaside (City) is seeking Request for Proposal (RFP) to provide professional engineering services for the preparation of design and construction bid documents, construction inspection and testing, and overall construction management services, for street rehabilitation for several areas within the City. Funding for the design and construction comes from bond proceeds secured by Measure X and from Senate Bill 1.

I. BACKGROUND

The City recently completed a Pavement Management Program Update for the entire street network consisting of approximately 147 lane miles. Evaluations of all the sidewalks were also conducted to determine ADA compliance and findings are attached as Attachment E. The City elected to obtain \$10M in bond funds for the design and construction of the Measure X projects to be completed within two years. A list of potential street segments and subsequent costs to be rehabilitated is attached as Attachments A, B & C. These street segments may be modified in the design process by the City.

II. SCOPE OF WORK

The selected consultant is expected to review and provide recommended pavement rehabilitation and/or reconstruction for the selected street segments and shall:

Task 1 – Design Services

1. Perform kick off meeting with city staff.
2. Conduct site investigations as may be necessary to determine utility locations and R values.
3. Review & recommend appropriate pavement treatments for the road segments listed in the attachments.
4. Prepare project scoping document and budgetary estimate for each segment.
5. Design all necessary improvements to include but not limited to; structural sections, accessible sidewalks, curb & gutter, storm drain, utility conflicts, curb returns and ADA improvements. Prepare geotechnical investigation & reports as required.
6. Prepare scaled engineering drawings, technical specifications and probable construction cost (PS&E) for each segment. Submittals shall be made at the 60%, 90%, Final stages for city staff review and approval. Final submittal shall be made after city's approval of 90% Final PS&E as specified below:

REQUEST FOR PROPOSAL

CITY OF SEASIDE

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- One (1) original set of the plans. Plans shall be signed and stamped by a licensed Civil Engineer. Plans shall be in 24"x36" format, at a scale not less than 1 inch = 20 feet.
 - One (1) original of the construction specifications (unbound) shall be provided.
 - One (1) original of the construction cost estimate shall be provided.
 - Electronic (Digital) versions of the plan, specifications and estimate shall be provided in Adobe PDF, MS Excel, and AutoCAD dwg format, as appropriate.
7. Provide advertising and bid support. Prepare changes to the construction contract documents, including plans, specifications, and estimates to the level of detail appropriate for an addendum during the bidding period.

Task 2 – Design Support During Construction

The selected consultant shall provide support services during the period of construction contract administrations as requested by the City for the purposes of clarifying design elements and contract requirements for the construction of the project. The design support during construction services include but not limited to the following:

1. Reviewing shop drawings and other submittals required for the administration of the construction contract as requested by the City. Consultant shall review or take other appropriate action required by Contractor's submittals as requested by City, including any re-design if appropriate.
2. Respond to Requests for Information (RFI's) – Respond to the Contractor's RFI's and provide clarifications of the Plans, Specifications, and Estimate (PS&E) documents for the Project.
3. Attend, or otherwise participate via telephone, meetings as requested by the City during the period of construction contract administration.
4. Provide General Support services during the construction phase as requested by the City, such as participate in regular and ad-hoc project meetings; responding to telephone, electronic mail, facsimile, or written inquiries from the City; and provide general administrative support.
5. Prepare modifications and adjustments to plans to facilitate safe operations and assist with other potential changes as they may arise.
6. Prepare as-built record drawings for the project based on contractor redlines and CCO's that were prepared during the course of construction. As-built record drawings shall be prepared within sixty (60) calendar days from the Consultants receipt of one clean, complete set of redlined plans from the Contractor.

Task 3 – Construction Management & Inspection Service

The selected consultant shall be responsible to provide complete construction management, inspection, quality assurance, technical and administrative services for the management and administration of the construction contract, as well as oversight of all activities taken by outside entities in connection with the project. In addition to a construction manager, the consultant shall provide a qualified individual to serve as Resident Engineer (RE). The RE shall be a

REQUEST FOR PROPOSAL

CITY OF SEASIDE

Page 3 of 10

professional engineer registered in the State of California, shall have served as RE for a construction contract based on Caltrans standard specifications and special provisions within the last five (5) years. The selected consultant shall be responsible for but not limited to the following:

1. Providing inspection services during contractor working hours which may include some work during night and weekend hours. Consultant shall be responsible for compiling and organizing the information and documentation required to be kept on file.
2. Assisting the City with negotiations and decisions related to changes to the construction contract, e.g. contract change orders, and to methods to reduce the potential cost and impacts of the construction.
3. Provide weekly updates to the City regarding the ongoing and upcoming activities that impact, or may impact, the use of the project area by the public, nearby property owners, and tenants of properties in the vicinity of the project.
4. Creating and maintaining documents and logs of activities related to the construction of the project in accordance with generally accepted practices for the administration of the construction contracts.
5. Ensure that the materials incorporated into the construction of the project conform to the applicable provisions of the construction contract documents and to the City of Seaside's Quality Assurance Program ("QAP"). Consultant shall arrange for an accredited laboratory and qualified personnel to perform the oversight, testing and reviews required to ensure that the materials incorporated into the construction of the project conform to the construction contract documents and the City's QAP. The City's QAP is provided in Attachment D.
6. Perform the necessary construction survey staking for the construction of the project and the placement, and required recording, of survey monuments as indicated in the construction contract documents and required to maintain existing recorded monuments.
7. Provide a qualified, and appropriately registered, individual, or individuals, to act as Survey Resident Engineer responsible for the construction survey staking, survey monument installation and recording activities required for the project.
8. Maintain a set of full-sized construction contract plans and special provisions to markup and provide to City as a complete set of As-Built plans and special provision redlined markups once construction activities have ended. The complete set of As-Built plans and special provision markups shall be legible and suitable for the City to provide the markups to the City's designer for developing electronic versions of the As-Built plans and special provisions.

See Attachments A, B, and C for the potential list of street segments, recommended rehabilitation, and estimated costs.

III. FORM AND CONTENT OF PROPOSAL

Proposals should clearly state respondent's qualifications and approach to providing the required services. In reviewing the proposals, the City of Seaside will consider the quality of the proposal

REQUEST FOR PROPOSAL

CITY OF SEASIDE

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to be reflective of the potential quality of the work the Consultant is able to perform. The ability of the Consultant to clearly and concisely convey information will be considered in the review process. Consultants are encouraged not to submit lengthy and overly wordy proposals.

The proposal must be concise (maximum 15 pages) and include, at a minimum, the following:

- A. A brief description of the consultant's firm, including the year the firm was established, type of organization (partnership, corporation, etc.), and a statement of the firm's qualifications for performing the subject consulting services. The proposal to provide services should remain valid for at least 90 days from the proposal due date.
- B. A statement confirming that the consultant and any subconsultants are familiar with the 2015 Caltrans Standard Plans and Specifications to the extent applicable to the project.
- C. A description of the proposed approach to provide the requested services and associated deliverables, including a timeline showing the timing of the services and associated deliverables.
- D. A summary of the level of effort proposed to provide the requested services in accordance with the timeline included in the proposal. The level of effort should be expressed in hours segregated by labor classification, and by task breakdown as indicated by the tasks shown on the timeline. The proposed number of hours for the individuals for design, construction management, Resident Engineer, Survey Resident Engineer, Inspectors, and Material Testing should be presented for each individual.
- E. A summary of the qualifications and experience of each proposed team's experience working for public entities professionally engaged in the design of roadway design and construction management projects with experience in the public sector for a minimum of five (5) years.
- F. A list of references of relevant clients, including a contact person with their current telephone number and email address.

For each proposal submitted in accordance with this RFP, the consultant shall also provide a cost proposal in a separate PDF file, or separate sealed envelope (for hardcopy submittals) clearly marked as, "Cost Proposal," with a reference to the corresponding proposal so the cost proposal can be matched to the proposal. For PDF submittals of the cost proposal, the file name should include, "Cost Proposal," and the file should be protected from opening by use of a password selected by the proposer. The password for a cost proposal in PDF format shall only be provided to the City upon request by the City following the review of the proposals and notification that the proposer has been identified as the top-ranked. The cost proposal should correlate to the proposed approach to providing the services, the level of effort summary by classification and task, and the timeline submitted in the proposal.

IV. QUESTIONS AND ADDENDA

Please direct any questions regarding this RFP, including any request for the City of Seaside to issue a formal written clarification or correction of a discrepancy or an omission in this RFP, **via email** to Ms. Leslie Llantero at lllantero@ci.seaside.ca.us by the due date specified in the RFP Schedule. Emails with questions related to this RFP should include, **"Question Regarding**

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Pavement Design RFP,” in the subject line so they can be readily identified as a question related to this RFP.

Any request for a formal written clarification or correction of a discrepancy or an omission in this RFP must be received by the City of Seaside by the due date for written (email) questions specified in the RFP Schedule. Any City of Seaside response to such a request will be made in the form of an addendum to this RFP and will be posted on the City’s website; www.seaside.ca.us per the schedule below. All addenda shall become part of this RFP.

V. SUBMITTAL OF PROPOSALS

Please submit either one (1) electronic copy in PDF format of your Proposal and separate Cost Proposal (with password protection) via email to LLlantero@ci.seaside.ca.us; or two (2) copies in print of your Proposal (only one copy of Cost Proposal required) at the City of Seaside’s offices not later than 4:00 p.m. Pacific Time on Thursday, August 16, 2018, addressed as follows:

Attn: Leslie Llantero, Assistant Engineer
Proposal for Pavement Design & Construction Management Services
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6825

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

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

VI. EVALUATION PROCESS

City staff will review each proposal for completeness and content. Each proposal will be evaluated based upon the relevant qualifications and experience of the consultant. Staff may conduct interviews if necessary. References will also be verified. The proposal review will focus upon the following criteria:

1. *Organization:* Does the firm offer the breadth and quality of services required for the types of services listed in the Scope of Work?
2. *Staff:* Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience, and professional qualifications?
3. *Experience:* Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein?

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4. *Professional Standing*: Are the firm's references from past clients and associates favorable? Are deliverables submitted on time and within budget?
5. *Proposal*: Organization, presentation, and content of proposal. Conformance to the specified proposal format.
6. *Responsiveness*. Ability to perform services in the City of Seaside at a fair and reasonable cost. Ability to respond to request for service in a timely manner.

Proposals will be ranked on the basis of qualifications. The City of Seaside may conduct interviews with some or all of the firms who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms selected for interview will be contacted at that time to arrange the date and time for their interview.

VII. SELECTION PROCESS

Based on staff recommendation, City Council will consider approval of consultant. The term of the agreement is for one year and may be extended in one year increments for up to three additional years. It may be determined that no proposal exhibits adequate qualifications. Therefore, consultant may or may not be called upon by the City of Seaside to provide services.

VIII. SCHEDULE

The anticipated schedule for award of this project is as follows:

Release of RFP	July 23, 2018
Last Day To Submit RFI's	August 3, 2018
Response to RFI posted	August 10, 2018
Receipt of Proposals	August 16, 2018 at 4 PM
Interview Consultant(s), if necessary	TBD (if needed)
Consultant Selection	September 20, 2018

IX. ACCEPTANCE OR REJECTION OF PROPOSAL

The City of Seaside reserves the right to accept or reject any and all proposals. The City of Seaside also reserves the right to waive any informality or irregularity in any Proposals. Additionally, the City of Seaside may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The City of Seaside shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the

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proposal. The City of Seaside reserves the right to negotiate project deliverables and associated costs.

X. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

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

XI. INSURANCE REQUIREMENTS

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

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

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

XII. EXAMINATION OF PROPOSED MATERIAL

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

XIII. PUBLIC NATURE OF PROPOSAL MATERIAL

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

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

XIV. DISQUALIFICATION

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

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

XV. NON-CONFORMING PROPOSAL

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

XVI. PROHIBITION OF GIFTS

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

XVII. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

The successful Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability,

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ethnicity, or national origin, in connection with or related to the performance of the City of Seaside contracts.

XVIII. ADDITIONAL TERMS AND CONDITIONS

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

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

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XIX. ATTACHMENTS

A – Measure X Street Rehabilitation/Reconstruction Segments

B – SB1 Street Segments

C – Estimated Cost for Street Projects

D – Quality Assurance Program (“QAP”)

E – DACTrak ADA Compliance Report for potential street segments

~~F – Consultant Agreement~~

Exhibit D

Measure X Street Projects



SB1 Street Projects



Exhibit D
Attachment C: Project Lists for Measure X

Street Name	Begin Location	End Location	Lanes	PCI	Treatment	Total Cost
BROADWAY AV	NOCHE BUENA ST	SOTO ST	4	47	2" RHMA OVERLAY	\$ 943,748
DEL MONTE BLVD	AUTO CENTER PKWY	FREMONT BLVD	2	57	2" RHMA OVERLAY	\$ 463,575
DEL MONTE BLVD	AUTO CENTER PKWY	FREMONT BLVD	2	61	2" RHMA OVERLAY	\$ 464,880
FREMONT BL	CITY LIMIT (S)	HILBY AV	4	26	2" RHMA OVERLAY	\$ 650,133
FREMONT BL	HILBY AV	SONOMA AV	4	57	2" RHMA OVERLAY	\$ 697,713
FREMONT BL	SONOMA AV	BROADWAY AV	4	39	2" RHMA OVERLAY	\$ 589,169
FREMONT BL	PLAYA AV	255 S/O MILITARY AV	2	60	2" RHMA OVERLAY	\$ 231,000
LA SALLE AV	DEL MONTE BLVD	FREMONT BLVD	4	25	2" RHMA OVERLAY	\$ 191,700
LA SALLE AV	FREMONT BLVD	NOCHE BUENA ST	2	57	2" RHMA OVERLAY	\$ 324,000
MILITARY AV	CIRCLE AV	NOCHE BUENA ST	2	55	2" RHMA OVERLAY	\$ 83,805
NOCHE BUENA ST	SONOMA AV	BROADWAY AV	2	65	2" RHMA OVERLAY	\$ 277,020
NOCHE BUENA ST	LA SALLE AV	SEASIDE HIGH ENTRANCE	2	64	2" RHMA OVERLAY	\$ 486,000
DEL MONTE BLVD	ECHO AV	AUTO CENTER PKWY	4	43	RECONSTRUCTION (FULL DEPTH 6" HMA)	\$ 1,100,769
MILITARY AV	FREMONT BLVD	CIRCLE AV	2	38	RECONSTRUCTION (FULL DEPTH 6" HMA)	\$ 268,928
MILITARY AV	NOCHE BUENA ST	CROSS ST	2	37	RECONSTRUCTION (FULL DEPTH 6" HMA)	\$ 623,672
NOCHE BUENA ST	HILBY AV	SONOMA AV	2	49	RECONSTRUCTION (FULL DEPTH 6" HMA)	\$ 779,100
PLAYA AVE	DEL MONTE BLVD	FREMONT BLVD	4	21	RECONSTRUCTION (FULL DEPTH 6" HMA)	\$ 383,539
BROADWAY AV	FREMONT BLVD	NOCHE BUENA ST	4	95	SURFACE SEAL	\$ 155,662
BROADWAY AV	SOTO ST	GENERAL JIM MOORE	4	75	SURFACE SEAL	\$ 150,149
FREMONT BL	255' S/O MILITARY AV	CITY LIMIT (N)	4	74	SURFACE SEAL	\$ 61,313
HILBY AV	YOSEMITE ST	MESCAL ST	2	55	SURFACE SEAL	\$ 35,784
LA SALLE AV	NOCHE BUENA ST	WARING ST	2	61	SURFACE SEAL	\$ 32,976
LA SALLE AV	WARING ST	LUZERN ST	2	71	SURFACE SEAL	\$ 31,320
NOCHE BUENA ST	BROADWAY AV	PHOENIX AV	2	77	SURFACE SEAL	\$ 45,060
NOCHE BUENA ST	PHOENIX AV	LA SALLE AV	2	66	SURFACE SEAL	\$ 45,216
10% Contingency						\$ 911,623
Subtotal						\$ 10,027,855

Exhibit D
Attachment C: Project Lists for SB1

Street Name	Begin Location	End Location	Lanes	PCI	Treatment	Total Cost
BROADWAY AV	SOTO ST	GENERAL JIM MOORE	4	75	SURFACE SEAL	\$ 150,149
FREMONT BL	BROADWAY AV	BIRCH AV	4	71	SURFACE SEAL	\$ 65,010
FREMONT BL	BIRCH AV	SAN PABLO AV	4	80	SURFACE SEAL	\$ 54,534
FREMONT BL	SAN PABLO AV	PLAYA AV	4	80	SURFACE SEAL	\$ 60,813
FREMONT BL	PLAYA AV	255 S/O MILITARY AV	4	80	SURFACE SEAL	\$ 57,002
HILBY AV	CANYON DEL REY	FREMONT BLVD	2	70	SURFACE SEAL	\$ 41,550
LA SALLE AV	YOSEMITE ST	LINCOLN ST	2	84	SURFACE SEAL	\$ 26,010
ORD GROVE AV	DEL MONTE BLVD	FREMONT AVE	2	79	SURFACE SEAL	\$ 10,260
SAND DUNES DR	CANYON DEL REY	NORTH CITY LIMITS	2	76	SURFACE SEAL	\$ 18,340
SAN PABLO AV	MESCAL ST/SAN PABLO AVE	GENERAL JIM MOORE	2	53	2" RHMA Overlay	\$ 406,350
SAN PABLO AV	NOCHE BUENA ST	WARING ST	2	72	SURFACE SEAL	\$ 29,340
SAN PABLO AV	WARING ST	MENDOCINO ST	2	78	SURFACE SEAL	\$ 45,210
SAN PABLO AV	MENDOCINO ST	MESCAL ST/SAN PABLO AVE	2	79	SURFACE SEAL	\$ 17,730
WHEELER ST	END	KIMBALL AVE	2	79	SURFACE SEAL	\$ 19,599
WHEELER ST	KIMBALL AVE	HILBY AV	2	52	CAPE SEAL	\$ 149,160
PLAYA AVE	FREMONT BLVD	NOCHE BUENA ST	2	29	CAPE SEAL	\$ 136,596
ORD GROVE AV	FREMONT AVE	NOHCE BUENA	2	76	SURFACE SEAL	\$ 45,430
LA SALLE AV	LUZERN ST	YOSEMITE ST	2	84	SURFACE SEAL	\$ 15,520
10% Contingency						\$ 134,860
Subtotal						\$ 1,483,463



CITY OF SEASIDE

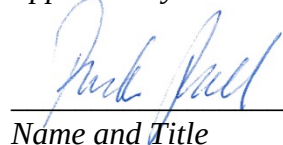
440 Harcourt Avenue Telephone (831) 899-6825
Seaside, CA 93955 FAX (831) 899-6311

CITY OF SEASIDE

DEPARTMENT OF PUBLIC WORKS

QUALITY ASSURANCE PROGRAM (QAP)

Approved By:


Name and Title

City Engineer

Date:

September 15, 2016

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I. PURPOSE OF QUALITY ASSURANCE PROGRAM (QAP)

The purpose of this Quality Assurance Program (QAP) is to provide assurance that the materials incorporated into construction projects implemented by the City of Seaside (City) conform with the contract specifications. This QAP should be updated every five years or more frequently if there are changes of the testing frequencies or to the tests themselves.

This QAP applies to three primary categories of projects:

1. Projects on the State Highway System (SHS);
2. Projects not on the SHS and on the National Highway System (NHS); and
3. Projects not on the SHS or NHS.

The QAP for projects implemented by the City of Seaside on the State Highway System shall be consistent with the State of California Department of Transportation (Caltrans) Construction Manual and QAP Manual for Use by Local Agencies (QAP Manual) in accordance with the provisions of a Cooperative Agreement and/or Encroachment Permit approved by Caltrans. The current Caltrans Construction Manual and QAP Manuals are available via the Caltrans website at www.dot.ca.gov.

The QAP for projects implemented by the City of Seaside on the NHS, but not on the SHS, shall be consistent with the QAP Manual and this QAP.

The QAP for projects implemented by the City of Seaside not on the SHS or NHS shall be this QAP.

Sections of the Caltrans Construction Manual or the QAP Manual referenced in this QAP are incorporated herein by reference.

II. DEFINITION OF TERMS

Quality Assurance Program (QAP): A sampling, testing and inspection program to provide assurance that the materials and workmanship incorporated into the project conform to the contract specifications. The main elements of a QAP are the Material Acceptance Program and the Independent Assurance Sampling and Testing Program. The quality assurance measures for an individual project are dependent on the type of project as indicated in *Section I: Purpose of Quality Assurance Program (QAP)* of this QAP.

Material Acceptance Program: Sampling, testing, inspection, and certification of project materials to determine compliance with the contract specifications.

Acceptance Testing (AT): Testing of project materials to determine compliance with the contract specification criteria.

Certificate of Compliance: A signed document from the materials manufacturer committing that the delivered goods meet the contract specifications.

Source Inspection: Sampling, testing and/or inspection of manufactured or prefabricated structural materials at a location other than the job site, generally at the manufactured location.

Independent Assurance Program (IAP): A program that verifies that AT is being performed correctly by certified testers using qualified laboratories and calibrated equipment.

Contract Documents: Contract documents shall consist of the contract plans, special provisions and technical provisions; and any standard plans, specifications and special provisions incorporated into the contract plans, special provisions and technical provisions by reference. The contract documents shall include agreed upon contract change orders executed during contract administration.

III. MATERIALS ACCEPTANCE PROGRAM

Material incorporated into the work shall be accepted by one or more of the following methods, as specified in this QAP and the contract specifications:

- Field Sampling and Acceptance Testing;
- Source Inspection and Testing;
- Manufacturer's Certificate of Compliance (with attachments if required); and/or
- Visual Inspection (typically for minor quantities).

Field Sampling and Acceptance Testing

Field sampling and acceptance testing shall be performed in accordance with the following general provisions:

- Acceptance sampling and testing shall be performed by certified materials personnel.
- Acceptance testing will be performed utilizing accredited materials laboratories and properly calibrated equipment.
- Certifications and accreditations shall be specific to the tests being performed.
- A materials testing results log shall be maintained for any test method performed more than once on a project.
- The test results for materials incorporated into the work shall be in compliance with the contract specifications.
- Actions taken regarding material with failing test results will be fully documented, including details documenting remove/replace, rework/re-test, and deduction contract changes orders.
- Justification shall be provided for any failing material allowed to remain in place.

Sampling and Testing Locations and Frequencies:

Sampling and testing locations and frequencies shall be in accordance with the contract specifications. If not specified in the contract documents, sampling and testing locations and frequencies shall be as follows for the type of project indicated:

- Projects on the SHS – As required by the Caltrans Construction Manual and QAP Manual;
- Projects on the NHS and not on the SHS – As required by the QAP Manual; and
- Projects not on the SHS or NHS – As shown in *Attachment No. 1: Acceptance Sampling and Testing Frequencies for Projects not on the SHS or NHS* to this QAP.

When sampling products such as Portland cement concrete, cement-treated base, hot mix asphalt, or similar materials; the time of such sampling shall be varied with respect to the time of the day, insofar as possible, in order to avoid a predictable sampling routine.

Acceptance Test Methods:

The test methods used shall be as specified in the contract documents. For a material specified to comply with a property shown in the following table, the Agency tests using the corresponding test shown:

Test Property	Test
Relative compaction	CT 216 or 231
Sand equivalent	CT 217
Resistance (R-value)	CT 301
Grading (sieve analysis)	CT 202
Durability index	CT 229
Cleanness Value	CT 227

Acceptance Testing Laboratory:

Acceptance testing may be performed by a Local Agency Laboratory, a consultant laboratory, or other testing laboratory as determined by the City to satisfy the following conditions:

- The materials laboratory shall be under the responsible management of a *California Registered Engineer* with experience in sampling, inspection, and testing of construction materials;

- The Engineer shall *certify* the results of all tests performed by laboratory personnel under the Engineer's supervision;
- Laboratories shall be properly accredited;
- Laboratory testing personnel shall be appropriately certified;
- Testing equipment shall be properly calibrated; and
- Laboratory shall comply with *Section IV. Independent Assurance Program (IAP)*, of this QAP.

Reporting Test Results:

Test results shall be reported to the RE as soon as possible by email and telephone. Copies of complete material test result reports, including data and calculation sheets, shall be provided to the RE in accordance with the timetable below:

Timetable for Providing Full Test Results to RE		
Location Sample Taken	Test Performed	Timing for Results to RE
at Material Plant	Sieve Analysis; Sand Equivalent (SE); or Cleanness Value (CV)	Within 24 hours of test
at Job Site	Compaction; and/or Maximum Density	Within 24 hours of test
	Sieve Analysis; Sand Equivalent (SE); or Cleanness Value (CV)	Within 72 hours of test
	R Value; or Asphalt Extraction	Within 96 hours of test

Acceptance Testing Summary Logs:

The RE shall maintain a testing summary log for each test method performed more than once on the project (CT 217, CT 202 etc.), and by salient feature (structure backfill, subgrade, etc.). The testing summary log shall be consistent with *Appendix H: Example of a Log Summary Sheet* of the QAP Manual. At a minimum, the testing summary log shall contain the following information related to the testing:

- Federal-Aid project number and title;
- City contract number;
- Name and ID number of the test method performed;
- Date sample taken;
- Location where sample was taken;
- Date of test;

- Name of tester;
- Location of test;
- Approximate quantity of material represented by the test;
- Required passing result;
- Actual test result; and
- Resolution of any failing results.

The logs shall be used by the RE to track that acceptance tests are performed at the required frequencies, that tester certifications are on file, and that all failing tests have been mitigated.

Source Inspection and Testing

Some manufactured or pre-fabricated structural materials will be inspected or tested prior to arrival at the jobsite, generally at the manufacturer's location (i.e. source inspected). Structural items categorized as "catastrophic consequences of failure" or "significant safety concern" may be source inspected. Materials that might be source inspected include, but are not limited to: structural steel, precast prestressed concrete girders and pilings; reinforced concrete pipe (RCP) with a diameter greater than 60", joint seals, bearing pads, lighting and signal poles, sign structures, electrical items. The RE may reject source inspected material at the job site if determined not acceptable for reasons such as the material is damaged in shipment or installation, or defective material; source inspection is usually a random sampling and may not have checked 100% of the material.

Personnel and equipment involved in source inspection shall comply with *Section IV. Independent Assurance Program (IAP)*, of this QAP.

Manufacturer's Certificates of Compliance

Various manufactured materials may be accepted for incorporation into the work without sampling or testing, on the basis of a certificate from the manufacturer. The contractor shall submit certificates of compliance as required by the contract documents, including attachments to the certificate such as test data and other information pertaining to the compliance. The RE may perform sampling and testing on such materials at any time. Certificates of compliance shall satisfy the following requirements:

- Be submitted by the Contractor before the material is incorporated into the work;
- Accompany the material to the job site;
- Identify the lot (or heat) number for each lot delivered;
- Include the contract number;
- Include test data and other documents related to the compliance;

- Include a statement that the material complies with the contract documents; and
- Be signed by the producer of the material.

List of Materials Accepted by Certificate of Compliance:

Some materials can typically be accepted based on certificates of compliance as provided for in the contract documents and applicable standard specifications. A list of materials that can be typically accepted on the basis of certificates of compliance during construction can be found in Appendix F of the QAP Manual. All certificates of compliance shall conform to the requirements of the contract documents and applicable standard specifications.

Visual Inspection

Approximate quantities, as indicated below, of some materials may be accepted on the basis of visual inspection:

- Aggregates other than for use in Portland Cement Concrete, not to exceed:
 - o 100 tons per day, nor
 - o 500 tons per project;
- Bituminous Mixtures, e.g. hot mix asphalt, not to exceed:
 - o 50 tons per day, nor
 - o If project total is less than 500 tons., sample at RE's discretion; and
- Bituminous materials, e.g. liquid asphalt, not to exceed:
 - o 100 per project.

Relatively minor quantities of construction materials may be accepted without testing if the following three conditions are met:

1. Visual examination of the material is performed;
2. The manufacturer or supplier has recently furnished similar materials found to be satisfactory using normal sampling and testing requirements.
3. The manufacturer (or supplier in the case of hot mix asphalt or concrete) provides certification that the material furnished complies with the contract specifications.

IV. INDEPENDENT ASSURANCE PROGRAM (IAP)

The Independent Assurance Program (IAP) shall verify the following:

- Sampling and testing procedures are being performed correctly;
- All testing equipment is in good condition and properly calibrated; and
- All Acceptance Testing (AT) performed on the project uses a qualified laboratory and certified testing personnel.

A complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the City, if unresolved discrepancies related to poor correlation between acceptance tester's results and other test results occur.

The IAP, including certification of testers and qualifications of laboratories, shall be executed by an IAP person (not involved in acceptance testing) designated by the City, Caltrans (for Catrans test methods only), or a consultant (not involved in acceptance testing) as determined by the City.

Independent Assurance Testing shall be performed on every type of materials test required for the project. Independent Assurance Testing samples and tests shall not be used for determining compliance with contract requirements.

The AT materials laboratory shall participate and comply with one or more of the following Correlation Testing Programs:

- AASHTO Materials Reference Laboratory (AMRL);
- Cement and Concrete Reference Laboratory (CCRL); and/or
- Caltrans Reference Samples Program (RSP).

The AT materials laboratory qualification shall occur annually and a copy of the laboratory qualification shall be kept in the project files.

Sampling and testing personnel shall be certified for a maximum of two years by one or more of the personnel certification programs identified in the QAP Manual.

Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

A copy of each tester's current and applicable certifications shall be kept in the project files.

The materials laboratory shall only use laboratory and testing equipment capable of performing the test required. Laboratory and testing equipment shall be in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

V. RESIDENT ENGINEER CERTIFICATION OF PROJECT MATERIALS

The Resident Engineer (RE) shall complete and sign a Materials Certificate upon completion of the construction project. For federally-assisted contracts, the Materials Certificate shall be consistent with *Exhibit 17-G: Materials Certificate* of the Caltrans *Local Assistance Procedures Manual* (LAPM). The signed certificate shall be kept in the project files.

The Materials Certificate shall include an explanation and justification for all materials incorporated into the work which did not conform to the contract documents, including changes by virtue of contract change orders.

For federally-assisted contracts, the signed Materials Certificate (consistent with *Exhibit 17-G: Materials Certificate* of the Caltrans *Local Assistance Procedures Manual*) shall be included in the Report of Expenditures submitted to the Caltrans District Local Assistance Engineer (DLAE).

VI. PROJECT QAP RECORDS

Each project shall have the following quality assurance documents on file, organized and indexed in the project files:

- Copy of Quality Assurance Plan
- Certificates of Proficiency-Testers and Samplers (LAPM Exhibit 16-D TL-0111)
- Certificate of Accreditation of Testing Lab(s) (TL-0113)
- Notice of Materials to be Used (LAPM Exhibit 16-I)
- Acceptance Testing Summary Logs and Test Results
- Certificates of Compliance, including Buy American Certificates
- Source inspection records and reports.
- Materials Certification (LAPM Exhibit 17-G)

All project records shall be available in a single location for inspection by auditors and reviewers at any time during the project and for up to three years following the date of final project voucher.

VI. ATTACHMENTS

Attachment No. 1: Acceptance Sampling and Testing Frequencies for Projects not on the SHS or NHS

QAP Attachment No. 1: Acceptance Sampling and Testing Frequencies for Projects not on the SHS or NHS

Sampling and Testing Frequency Table
for projects OFF the SHS.

HOT MIX ASPHALT (HMA) / ASPHALT CONCRETE (AC)

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Aggregate Gradation (Sieve)	CT 202	1 Per 1000 Tons or Part Thereof ; Minimum 1 per day during production/placement of at least 300 tons per day.	At Plant Per CT 125 (a)
Sand Equivalent	CT 217		
Asphalt Binder Content	CT 382		Loose Mix Behind Paver Per CT 125
In-Place Density and Relative Compaction (Nuclear)	Nuclear (b) CT 375 or ASTM D2950 (c)	1 Per 1000 Tons or Part Thereof ; Minimum 1 per day during production/placement of at least 300 tons per day. (b)	Random Locations Per CT 375 (c)
Theoretical Maximum Specific Gravity and Density (Rice)	CT 309	1 Per Day During Production/Placement of At Least 300 Tons Per Day	Loose Mix Behind Paver Per CT 125
HMA Moisture Content	CT 226 or CT 370		
Stabilometer Value (d)	CT 366		
Asphalt Binder	Sample per Section 92	Sample 1 min. per day for production over 300 tons per day; See (f) regarding testing.	At Plant Per CT 125
Smoothness	12-foot Straightedge	As necessary to confirm contract compliance.	Final Pavement Surface

(a) Exact tonnage of sample location to be determined by Random Sampling Plans

(b) Compaction determined by Nuclear Density Device. Core testing required if compaction fails the nuclear test

(c) Correlation between core densities and nuclear device required only if compaction fails the nuclear test

(d) Report the average of 3 tested briquettes from a single split source

(e) Use CT 309 to determine maximum theoretical density in lieu of CT 367 calculated maximum theoretical density

(f) No testing required unless warranted by concern ; sample and store until completion of project

SUBGRADE (DISTURBED BASEMENT SOIL) OR EMBANKMENT

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test per 5000 sq ft under vehicle traveled way and shoulder 1 Min. Test Per 300 linear foot under sidewalk	Random locations as determined by the Engineer in place after compaction.

AGGREGATE BASES AND SUBBASES, IMPORTED BORROW

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 Min. Test Per Material Source	Sample from site stockpile/plant prior to placement.
R-Value	CT 301		
Sand Equivalent	CT 217		
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test per 5000 sq ft	Random locations as determined by the Engineer in place after compaction.

STRUCTURE BACKFILL, SELECT BACKFILL

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 Min. Test Per Material Source	Sample from site stockpile/plant prior to placement
R-Value	CT 301		
Sand Equivalent	CT 217		
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test Per 2 Vertical Lifts of Placement	Random locations as determined by the Engineer in place after compaction.

Exhibit D

PORTLAND CEMENT CONCRETE (PCC) - STRUCTURAL AND SIGNAL/LIGHTING FOUNDATIONS

COARSE AGGREGATE

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 min. test per 500 cu yds and per each material source ; 1 min. test on smaller projects; If bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement
Cleanness Value	CT 227		

FINE AGGREGATE

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 min. test per 500 cu yds and per each material source ; 1 min. test on smaller projects; If bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement
Sand Equivalent	CT 217		

WET MIX

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Slump/Penetration	CT 533	2 per day	Sample from truck/work site
Cylinders	CT 539/540	1 min. set of 3 per day; If bridge, 1 min. set per separate pour of abutment/pier/deck.	

Attachment E

Follow the link to access the DAKTrak report for the street segments:

<https://fs.ci.seaside.ca.us:5001/sharing/5X1RteZUa>

There are reports for each street in pdf, kml, and excel format.

Pavement Design and Construction Management Services

CITY OF SEASIDE

August 23, 2018



Harris & Associates



Harris & Associates

August 23, 2018

Leslie Llantero
Assistant Engineer
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

City of Seaside Pavement Design and Construction Management Services

Dear Mrs. Llantero:

The Harris & Associates (Harris) Team is excited to deliver your roadway improvement projects over the next two years. We see this opportunity as a way to develop a program so that multiple projects are appropriately delivered based on their need, value, and schedule. **Harris will take full ownership of our work and deliver a turnkey roadway improvement program over the next two years so that the City is positioned to support the current City needs and future growth.** Partnering with Harris provides the City the following benefits:

A Trusted Advisor Committed to Protecting the City's Interests. The City has identified 25 street segments for rehabilitation with a construction value of over \$10 million and intends to bond against Measure X funds, and additional 18 street segments valued at \$1.5 million using SBI funds. This is no easy feat and requires a coordinated effort to successfully deliver these projects over the next two years. We have assembled the team to do just that. I will serve as the Project Director to help develop and orchestrate the delivery of projects. I will oversee all efforts to meet the City schedule. My team has delivered similar projects using this approach for the cities of Salinas, Gonzales, and Monterey. In fact, we are currently working with Rick Reidl and Scott Ottmar on the Seaside County Sanitation District (SCSD) contract. This contract requires Harris staff to assist SCSD staff with project delivery and ensure the districts interest are protected.

A Responsive and Efficient Team that will Seamlessly Integrate with the City. A contract like this requires trust. You have to trust your consultant to deliver on their promises and have the right personalities that fits with your team. Most recently, the Harris Team has collaborated with the City on various high intensity development projects and has delivered on our promises. We understand the need to be flexible and responsive because priorities shift daily and momentum must be sustained.

Local Presence. As mentioned in your Evaluation Process, locality is of the utmost importance. The Harris Team includes local staff at various levels to support this contract. Our teaming partners, Whitson Engineers and Pacific Crest Engineering are also local and have the capability to provide the services needed for this program at a fair and reasonable cost.

Harris does not view this as just another roadway design and CM project, but rather as an opportunity to improve the roadway system for the community of Seaside all while supporting our hardworking colleagues in the City Engineering Department. This speaks to our purpose as an organization and we are excited to support you in any way we can.

Harris has received and acknowledged Addendum 1, 2 and 3. Each are provided and signed at the end of this document.

Sincerely,
Harris & Associates, Inc.

Frank Lopez, PE, QSD, CFM, Project Director
831.233.9242 ■ Frank.Lopez@WeAreHarris.com

Exhibit E

A. FIRM DESCRIPTION

QUALIFICATIONS

Harris & Associates' (Harris) ability to provide quality services is demonstrated through our long-standing partnership with agencies on the Monterey Bay Peninsula and our track record of award-winning projects. Harris provides engineering services for pavement rehabilitation, streetscapes, and related infrastructure projects. We have assembled a team of experts who are experienced in the latest pavement methodologies including **RHMA overlay, full depth HMA, surface seal, and cape seal**. Our experience directly aligns with your projects—we have solutions in place to save the City time and money on your Pavement Rehabilitation projects.

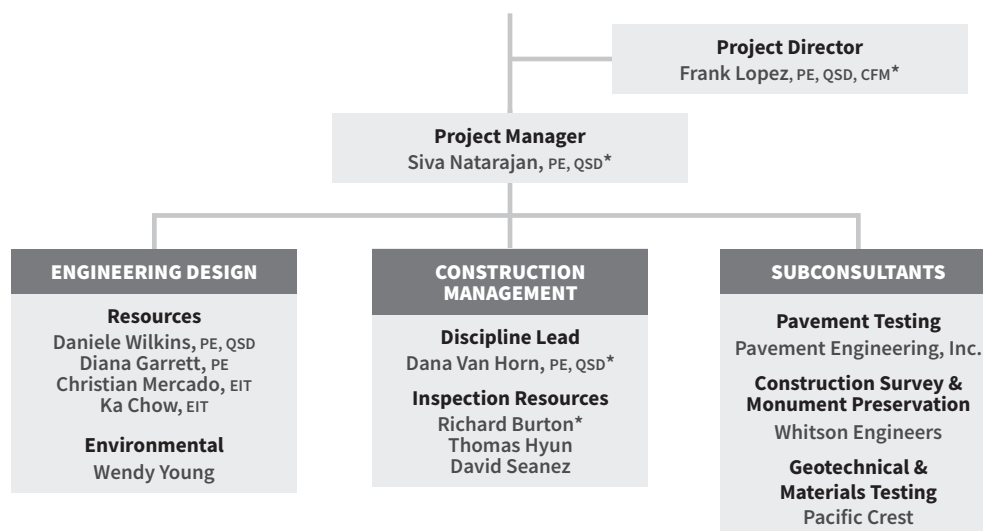
This proposal shall remain valid for at least 90 days from the proposal due date.

City and Harris staff met with FHWA and Caltrans representatives for a review for the project administration and records. The overall appraisal was that the City 'did good' and our pre-construction documentation was 'excellent.'

BRIAN MCMINN

FORMER PRINCIPAL ENGINEER

Former City of Monterey Project Manager

City of Seaside**About Harris!**

Established: 1974

Type: California S Corporation

Specialties: Civil Engineering; Environmental; Transportation/Public Works; Project/Program/Construction Management

The Harris team provides guidance with implementing programs; and identifies financial mechanisms to supplement tight budgets.

Most importantly, we understand the value of stakeholder connection—and its power to turn projects into true community improvements.



Exhibit E

B. 2015 CALTRANS STANDARD PLANS AND SPECIFICATIONS

Harris and our teaming partners are familiar with the 2015 Caltrans Standard Plans and Specifications to the extent applicable to the project. Our team is also familiar with the City's Quality Assurance Program, having implemented this process on the Hilby Water Main Project.

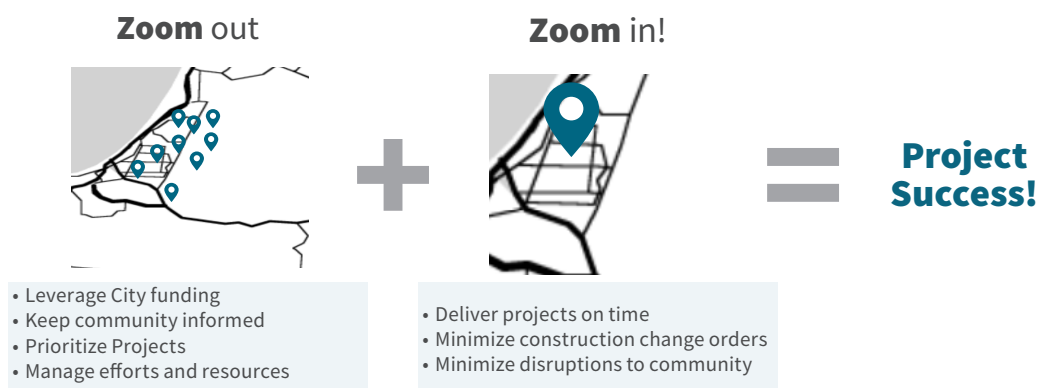
C. APPROACH

Harris' approach to the public project delivery process has remained focused on our purpose as an organization – **to improve the quality of life for our communities**. Whether it is through improved multi-modal transportation, water resource sustainability, environmental compliance or access to funding, our team of experienced civil engineers, environmental specialists, financial analysts and construction managers, have partnered with cities across California to improve their communities.

A successful project delivery is built on a foundation of trust, quality, value, and timeliness. **Frank Lopez** has demonstrated his ability to deliver for the City of Seaside on several occasions and he has the experience to serve as your Project Director on this contract. Project Manager **Siva Natarajan** will be responsible for overseeing the Harris Team, serve as the point of contact, manage the contract budget and schedule, attend meetings with the City and community, and manage resources so momentum is sustained. We use a simple and straightforward approach to managing our projects, based on “Zoom Framework,” a concept taught in Harris’ Leadership Academy.

Zooming out is essential to strategic decision making. Harris will apply this strategy to package and deliver the projects for each year 2019 and 2020, so that the project funds are expended in a balanced manner. This is represented in the “**Project Packages for Measure X and SB1**” table shown in the section below, which combines street segments from both Measure X and SB1 list such that all segments within a street will be rehabilitated in the same year, resulting in reduced impact to traffic during construction. Harris will also work closely with City staff to look at other alternative project delivery methods such as (i) packaging the streets based on rehabilitation method or (ii) breaking the packages further in order to address any funding concerns.

Zooming in brings individual project details into sharp focus so that we can make sure that your projects are delivered within budget and on schedule. Our team conducted a preliminary field reconnaissance of the streets listed for rehabilitation and noted existing conditions that may have influenced the City’s decision to select specific methods of treatment. Each treatment method selected by the City has specific advantages and performs well under the right circumstances. We will further investigate the treatment selections by conducting deflection testing and pavement coring; perform component analysis; and provide independent project-level recommendations.



Harris will collaborate with our subconsultant Pavement Engineering Inc. to review their recommendations in context of field constraints and provide the City with a menu of alternatives for effective rehabilitation. *The results will be provided in a matrix format similar to the sample on the following page.*

Exhibit E
CITY OF MILL VALLEY
2016 STREET AND SEWER REHABILITATION PROJECT
10% SUBMITTAL BID ANALYSIS
CONCEPTUAL COST COMPARISON ESTIMATE - STREETS

Street	Option	Method	Area (SF)	Area (SY)	Volume (CY)	Qty	Units	Unit Cost	Cost	TOTAL	Pros	Cons
Hazel Av Ex Pavement: 2" - 4.5" HMA 2.5" - 3" AB From: Monted Vista Av To: Rose Av	1		21375							\$74,480	1) Least Expensive Option 2) Less impact than reconstruction 3) Less impact to residents	1) Changes grades, which possibly affects driveways 2) Shorter design life than Reconstruct (10yrs) 3) Requires base repairs
		2.25" HMA Overlay		2375.00	148.44	305.0	TONS	\$160.00	\$48,800			
		4" Base Repairs (15%)				3210.0	SF	\$8.00	\$25,680			
	2		21375							\$192,475	1) Matches Existing Grades 2) Eliminates need for Base Repairs 3) Longer design life than Mill & Overlay (20yrs)	1) 2nd most expensive 2) Possibly could affect shallow utilities 3) Requires hauling off material 4) Creates concrete base which would make future utility work expensive. 5) Likely not feasible due to narrowness of the street 6) More impact to residents
		12" Full Depth Reclamation		2375.00	791.67	21375.0	SF	\$5.00	\$106,875			
		4" HMA				535.0	TONS	\$160.00	\$85,600			
	3		21375							\$176,696	1) Eliminates Base Repairs 2) Longer design life than Overlay (20yrs) 3) Matches existing Grades	1) Requires hauling off material 2) More expensive than Overlay
		6" AC Roadway Excavation		2375.00	395.83	395.8	CY	\$100.00	\$39,583			
		6" HMA				805.0	TONS	\$160.00	\$128,800			
	4	Geotextile Fabric				2375.0	SY	\$3.50	\$8,313			
			21375							\$201,376	1) Longer design life than Overlay (20yrs) 2) Eliminates the need for Base Repairs	1) Most expensive option 2) Possibly could affect shallow utilities 3) Requires hauling off material 4) Requires hauling in two types of material 5) More impact to residents
		12" AC Roadway Excavation		2375.00	791.67	791.7	CY	\$100.00	\$79,167			
		2.5" HMA				340.0	TONS	\$160.00	\$54,400			
		9.5" Class II AB			626.29	626.3	CY	\$95.00	\$59,497			
		Geotextile Fabric				2375.0	SY	\$3.50	\$8,313			

This contract will require multiple projects to be packaged together so they can be designed and constructed to fit the available budget and schedule. To do this, the Harris Team will meet with the City to discuss the project list so we can identify the short/long lead time projects. The intent is to package the projects such that selected streets are located close together to limit community impact but are large enough so bids are competitive. The following identifies a preliminary approach based on the factors presented above.

PROJECT PACKAGES FOR MEASURE X AND SB1

*Note 1: **Red** font identifies SB1 funded projects.*

2019 PAVEMENT REHABILITATION						
Street	Beginning Location	End Location	Lanes	PCI	Treatment	Total Cost
Del Monte Blvd	Echo Av	Auto Center Pkwy	4	43	Reconstruction (Full Depth 6" HMA)	\$1,100,769
Del Monte Blvd	Auto Center Pkwy	Fremont Blvd	2	57	2" RHMA Overlay	\$463,575
Del Monte Blvd	Auto Center Pkwy	Fremont Blvd	2	61	2" RRHMAOverlay	\$464,880
Fremont Bl	City Limit (S)	Hilby Av	4	26	2" RHMAOverlay	\$650,133
Fremont Bl	Hilby Av	Sonoma Av	4	57	2" RHMA Overlay	\$697,713
Fremont Bl	Sonoma Av	Broadway Av	4	39	2" RHMA Overlay	\$589,169
Fremont Bl	Broadway Av	Birch Av	4	71	Surface Seal	\$65,010
Fremont Bl	Birch Av	San Pablo Av	4	80	Surface Seal	\$54,534
Fremont Bl	San Pablo Av	Playa Av	4	80	Surface Seal	\$60,813
Fremont Bl	Playa Av	255 S/O Military Av	4	80	Surface Seal	\$57,002
Fremont Bl	Playa Av	255 S/O Military Av	2	60	2" RHMA Overlay	\$231,000
Fremont Bl	255' S/O Military Av	City Limit (N)	4	74	Surface Seal	\$61,313
San Pablo Av	Noche Buena St	Waring St	2	72	Surface Seal	\$29,340
San Pablo Av	Waring St	Mendocino St	2	78	Surface Seal	\$45,210
San Pablo Av	Mendocino St	Mescal St/San Pablo Ave	2	79	Surface Seal	\$17,730
San Pablo Av	Mescal St/San Pablo Ave	General Jim Moore	2	53	2" RHMA Overlay	\$406,350
Total Measure X Funds						\$4,258,552
Total SB1 Funds						\$735,989
Contingency (10%)						\$499,454
Total 2019 Pavement Rehabilitation						\$5,493,995

Exhibit E

2020 PAVEMENT REHABILITATION						
Street	Beginning Location	End Location	Lanes	PCI	Treatment	Total Cost
La Salle Av	Del Monte Blvd	Fremont Blvd	4	25	2" RHMAOverlay	\$191,700
La Salle Av	Fremont Blvd	Noche Buena St	2	57	2" RHMA Overlay	\$324,000
La Salle Av	Noche Buena St	Waring St	2	61	Surface Seal	\$32,976
La Salle Av	Waring St	Luzern St	2	71	Surface Seal	\$31,320
La Salle Av	Luzern St	Yosemite St	2	84	Surface Seal	\$15,520
La Salle Av	Yosemite St	Lincoln St	2	84	Surface Seal	\$26,010
Military Av	Fremont Blvd	Circle Av	2	38	Reconstruction (Full Depth 6" HMA)	\$268,928
Military Av	Circle Av	Noche Buena St	2	55	2" Rhma Overlay	\$83,805
Military Av	Noche Buena St	Cross St	2	37	Reconstruction (Full Depth 6" HMA)	\$623,672
Noche Buena St	Hilby Av	Sonoma Av	2	49	Reconstruction (Full Depth 6" HMA)	\$779,100
Noche Buena St	Sonoma Av	Broadway Av	2	65	2" RHMA Overlay	\$277,020
Noche Buena St	Broadway Av	Phoenix Av	2	77	Surface Seal	\$45,060
Noche Buena St	Phoenix Av	La Salle Av	2	66	Surface Seal	\$45,216
Noche Buena St	La Salle Av	Seaside High Entrance	2	64	2" RHMAOverlay	\$486,000
Broadway Av	Fremont Blvd	Noche Buena St	4	95	Surface Seal	\$155,662
Broadway Av	Noche Buena St	Soto St	4	47	2" RHMA Overlay	\$943,748
Broadway Av	Soto St	General Jim Moore	4	75	Surface Seal	\$150,149
Hilby Av	Yosemite St	Mescal St	2	55	Surface Seal	\$35,784
Hilby Av	Canyon Del Rey	Fremont Blvd	2	70	Surface Seal	\$41,550
Playa Ave	Del Monte Blvd	Fremont Blvd	4	21	Reconstruction (Full Depth 6" Hma)	\$383,539
Playa Ave	Fremont Blvd	Noche Buena St	2	29	Cape Seal	\$136,596
Wheeler St	End	Kimball Ave	2	79	Surface Seal	\$19,599
Wheeler St	Kimball Ave	Hilby Av	2	52	Cape Seal	\$149,160
Ord Grove Av	Del Monte Blvd	Fremont Ave	2	79	Surface Seal	\$10,260
Ord Grove Av	Fremont Ave	Nohce Buena	2	76	Surface Seal	\$45,430
Sand Dunes Dr	Canyon Del Rey	North City Limits	2	76	Surface Seal	\$18,340
Total Measure X Funds						\$4,707,530
Total SB1 Funds						\$612,614
Contingency (10%)						\$532,014
Total 2020 Pavement Rehabilitation						\$5,852,158

Exhibit E

The following schedule is based on the project packages presented above and the need to deliver the improvements by June 30, 2020.

Note: Schedule may change based on reprioritizing project packages and unforeseeable circumstances (i.e., weather).

Schedule	2018			2019												2020						
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Calendar days	31	30	31	31	28	31	30	31	30	31	31	30	31	30	31	31	29	31	30	31	30	31
Work days	23	22	21	21	19	21	22	22	20	22	22	20	22	19	21	21	19	22	22	20	22	22
Hrs	184	176	168	168	152	168	176	176	160	176	176	160	176	152	168	168	152	176	176	160	176	176
2019 PAVEMENT REHABILITATION																						
Design																						
Bid/Award																						
Construction																						
Closeout																						
2020 PAVEMENT REHABILITATION																						
Design																						
Bid/Award																						
Construction																						
Closeout																						

Exhibit E

As shown, this contract will require various resources to meet the City schedule; therefore, we have included Pavement Engineering Inc. (PEI), to provide deflection testing services, Whitson Engineers to provide construction staking and monument preservation, and Pacific Crest Engineering to provide geotechnical and materials testing support during construction phase. We have teamed with all three consultants previously and will be able to work seamlessly through design and construction. Our combined knowledge of delivering roadway improvement projects, and our current local experience with bidding similar projects is unmatched.

The following identifies the tasks to deliver this program for the City.

TASK 1: KICKOFF MEETING

The intent of the meeting is to discuss the proposed projects and establish priorities based on infrastructure improvements (i.e., ADA, sidewalks, utilities, etc.) and available funding. This will allow us to fine tune project packages. Once the project packages are finalized, we will then proceed with developing a basis of design report (i.e., project scoping document) and preliminary cost estimate. This scoping document will be the basis for our level of effort.

TASK 2: INFORMATION GATHERING AND EVALUATION

The Harris Team will coordinate with City staff to obtain the following information:

- Parcel data for right-of-way, subdivision maps, corner records, and monument data
- Facility maps from utility agencies
- Other available design data such as drainage facility maps, traffic data, City Standards, front-end specifications, etc.

TASK 3: FIELD INVESTIGATION

The Harris team will visit each street to evaluate and catalogue the condition of existing pavement surface, curb & gutter, asphalt dike, sidewalk, curb ramps and identify any other feature that may be in conflict with the project's scope. Our team will take measurements of various existing features to show in project plans.

We will review the citywide curb ramp evaluation that was provided and verify the findings specific to the project sites, during the field visit. We will then identify appropriate treatment for each location based on the type of non-compliance. Measurements will be taken of ramps to include in plans. If necessary, we will get supplemental topographic survey at select locations.

TASK 4: PAVEMENT EVALUATION AND DESIGN REPORT

Our consultant (PEI) will perform deflection testing using a Falling Weight Reflectometer (FWD), gather core samples to measure existing structural section and determine R-value. The data will be analyzed to evaluate the various treatment options that will be applicable, such as RHMA overlay, mill & overlay, HMA reconstruction, cape seal and slurry seal.

Harris will include this information in the basis of design report, in the form of a treatment selection matrix similar to the sample shown above. The matrix will allow the City to select the treatment option that best fits your needs.

TASK 5: UTILITY LOCATING

For streets that require full depth reconstruction, where excavation will extend below the existing structural section, Harris will gather utility depths by electronic locating and potholing. Scope of this work will be determined based on the treatment selections in previous task.

TASK 6: ENVIRONMENTAL CLEARANCE

At this stage, we anticipate the projects to be classified as Categorically Exempt per California Environmental Quality Act (CEQA) Guidelines. Our in-house environmental specialist will review project conditions and provide recommendations on the type of documents that will need to be filed for CEQA. At this time, our scope does not include detailed studies or requests to obtain required permits. We have an in-house team available to perform this task, should the City choose to do so.

TASK 7: PS&E DESIGN PHASE

The Harris Team will prepare two separate PS&E packages, for years 2019 and 2020. Per the RFP, the City is requesting design submittals consisting of 60%, 90% and Final PS&E.

Exhibit E

For the 60% PS&E submittal, we will include a preliminary engineer's estimate and draft technical specifications. Following the City's review of the 60% submittal, and once all comments are resolved, we will prepare the 90% PS&E. The 90% PS&E submittal will include a detailed engineer's estimate and technical specifications.

All plans and documents will undergo a quality control review by Harris' Quality Control Manager Frank Lopez for this contract. All comments from the internal review will be incorporated into the package prior to submitting for review by City staff.

Once City has reviewed the 90% PS&E, and after resolving any comments, we will prepare the Final PS&E. One hardcopy set of signed and stamped plans and specifications, copy of the engineer's estimate, and electronic versions of the entire PS&E will be provided for City use to advertise the project.

The City may wish to conduct community outreach prior to the 90% design phase for the projects requiring roadway reconstruction. If required, this effort will need to be addressed upon finalizing the project packages.

TASK 8: BID SUPPORT

Once bid documents have been prepared and released for public bidding, the design team will address Requests for Information (RFI) and issue addendums when required. We will assist the City by attending the pre-bid meeting and answering design questions received from prospective bidders. A log of the questions and responses provided will be available for the City to distribute, if appropriate. Upon request from City, we will also attend the bid openings, review the bids submitted, and assist City staff with selecting the contractor.

TASK 9: DESIGN SERVICES DURING CONSTRUCTION

The Harris Team will attend preconstruction meetings, review shop drawings and project submittals, address Request for Information, and provide clarifications to the plans and specs. We will participate in regular construction meetings, respond to queries, and provide other general design support services requested by the City. We will also coordinate with the CM team to review and address change orders from the contractor.

TASK 10: CONSTRUCTION MANAGEMENT AND INSPECTION

The Harris CM team will include a construction manager, senior inspector, materials testing, construction staking and construction administrator. The team will manage the contract documents, oversee construction efforts and coordinate with the design team to address Request for Information and project submittals. If requested, the CM team can assist with labor compliance and submit required documents to the Department of Industrial Relations (DIR). Our CM Team has extensive experience implementing contract documents for this exact type of project and has experience following the City's Quality Assurance Program (QAP). Whitson will provide construction survey staking and will be responsible for recording survey monuments and monument installation, when required.

TASK 11: CLOSEOUT

Harris staff will prepare as-built record drawings, incorporating changes made during construction as marked-up by the CM team. The CM team will prepare a project binder to include the RFI, submittals, as-builts and contractor payment information.

TASK 12: MEASURE X AND SB1 REPORTING

The City may wish to rely on the Harris Team to assist with reporting requirements associated with Measure X and SB1. We are able and willing to assist the City with this effort should the need arise.

Exhibit E

D. LEVEL OF EFFORT

The following level of effort was developed based on percentages for each labor classification, which is in turn based on the construction value provided for each project. The Project Manager will oversee all aspects of the project packages to ensure deliver of the program is on time and within budget. The Project Director is responsible for the quality of our deliverables and managing the team's resources. We anticipate several designers needed to deliver the packages, so the hours shown will be split amongst a design team. The level of effort (percentages) shown for our Pavement Engineering, Survey and Geotechnical Engineering sub consultants is based on the type of pavement treatment shown and our experience utilizing this type of service on our projects.

Labor Classification	Project Director/QC	Project Manager	Design Engineers	Environmental Lead	CM Lead	Inspectors	Sub - Pavement Engineering	Sub - Survey	Sub - Geotech	TOTAL
2019 PAVEMENT REHABILITATION PACKAGE										
Design	31	158	685	67	51	0	TBD	TBD	TBD	
Bid/Award	10	53	86	0	51	0	0	0	0	
Construction	42	210	685	0	333	1587	TBD	TBD	TBD	
Closeout	21	105	257	0	77	176	0	0	0	
TOTAL (hrs)	104	526	1,712	67	512	1,763				4,684
Percentage	1%	2%	6%	0%	2%	6%	1%	1%	2%	20%
2020 PAVEMENT REHABILITATION PACKAGE										
Design	33	168	730	71	55	0	TBD	TBD	TBD	
Bid/Award	11	56	91	0	55	0	0	0	0	
Construction	44	224	730	0	355	1690	TBD	TBD	TBD	
Closeout	22	112	274	0	82	188	0	0	0	
TOTAL (hrs)	111	560	1,824	71	546	1,878				4,989
Percentage	1%	2%	6%	0%	2%	6%	1%	1%	2%	21%

Note 1: The effort is estimated based on the percentages shown. Actual effort will be determined based on approved scope of work and final packages.

E. QUALIFICATIONS AND EXPERIENCE

AGENCY AND PROJECT NAME	DESCRIPTION	COST	TYPE		RELEVANCE			
			Design	Construction Management	Pavement	ADA	Utility Coordination	Full Depth Reclamation (FDR)
City of Salinas, <i>Williams Road Improvement Project (From On-Call)</i>	Harris is currently working on the design on a .6 mile stretch to address traffic congestion and safety concerns. This project includes street beautification, significant public outreach and Rule 20A funding.	In progress with estimated cost of \$10M						
County of Monterey, <i>Palo Colorado Road (From On-Call)</i>	This is an emergency project that resulted from the 2016 Sobranes Fire and the 2017 Atmospheric River Storm Events. The project required new drainage improvements along with stabilization and repaving to repair the condition of Palo Colorado Road.	\$5M						
City of Gonzales, <i>Alta Drive Roadway Rehabilitation and ATP Sidewalk And Access Ramp Improvements (From On-Call)</i>	Harris has delivered over 100 task orders for pavement, roadway, sewer, and storm water projects. Harris provided services for this roadway rehabilitation along Alta Drive.	\$5M						
County of Marin, <i>Civic Center Drive</i>	Harris provided design services for these circulation improvements, which included a new roundabout, improved bus stops, and sustainable elements including bioswales to treat stormwater.	\$4.1M						
City of Monterey, <i>North Fremont Bike and Pedestrian Access and Safety Improvements</i>	This project includes the construction of Class IV protected bicycle lanes adjacent to the medians of North Fremont including bicycle signals and bike protected intersections.	\$10.8M						
City of Monterey, <i>Design, Construction Management, and Program Management for Transportation, Streets, Sanitary Sewers, and Storm Drains</i>	We've partnered with the City on some of their high profile projects—design for the Camino el Estero Resurfacing ; construction management for the Holman Highway Roundabout ; and design, CM, and program management for their Sewer Program. Harris also worked on the award-winning Del Monte Avenue/Pacific Street project .	Sewer Projects \$16M						
City of Fairfield, <i>2018 Pavement Rehabilitation Project</i>	The project included pavement rehabilitation of approximately 1.9 million square feet of pavement for 14 street segments.	\$3 Million						
City of Orinda, <i>2018-2019 Annual and Measure J & L Pavement Rehabilitation Project</i>	These programs implement the pavement rehabilitation repairs to residential, collector and arterial streets	In Progress with estimated cost of \$25M						
City of Concord, <i>2014/2015 Pavement Rehabilitation</i>	Work for this \$2 million project included pavement rehabilitation of Salvio Street using rubberized asphalt, between Port Chicago Highway and Parkside Drive, and pavement rehabilitation of Oak Grove Road using cold-in-place recycling, between Whitman Road and Monument Boulevard, as well as slurry sealing of Diablo Creek Golf Course Parking Lot.	\$2M						

F. REFERENCES

CITY OF MONTEREY

North Fremont Bike and Pedestrian Access and Safety Improvements

Andrea Renny
Senior Civil Engineer
 831.646.3921
 renny@monterey.org

CITY OF SALINAS

Williams Road Improvement Project (From On-Call)

Eda Herrera, PE
Associate Engineer
 831.758.7438
 saavedraem@co.monterey.ca.us

COUNTY OF MONTEREY

Palo Colorado Road

Enrique Saavedra, PE
Chief Engineer
 831.755.8970
 saavedraem@co.monterey.ca.us

CITY OF GONZALES

Alta Drive Roadway Rehabilitation and ATP Sidewalk and Access Ramp Improvements (From On-Call)

Harold Wolgamott
Public Works Director
 831.675.5000
 hwolgamott@ci.gonzales.ca.us

COUNTY OF MARIN

Civic Center Drive Roundabout

Patrick Zuroske
Program Manager
 415.473.2298
 pzuroske@marincounty.org

CITY OF MONTEREY

Sewer Program

Laurie Williamson
Senior Engineer
 831.242.8748
 williamson@monterey.org

CITY OF MONTEREY

Holman Highway

Rich Deal
Traffic Engineer
 831.775.0903
 rich@tamcmonterey.org

Harris is a local firm that has met our needs well. They provide whatever piece of the project we choose. They have assisted with project planning, design, construction inspections, construction management, and engineering estimates. They have several offices throughout the state and a wide bandwidth of expertise that we have drawn on. When stormwater rose as a concern, we engaged Harris and received great advice and assistance with setting up a program that will keep us in compliance while training our staff to maintain the program. I recommend Harris because of their breadth of expertise and local availability.

HAROLD WOLGAMOTT
 Special Projects/Emergency Services
 City of Gonzales



Frank Lopez, PE, QSD, CFM

PROJECT DIRECTOR

Frank has over 14 years of experience in program and project management. He has provided oversight of project budgets and schedules for a variety of municipal infrastructure projects throughout the State, with an emphasis in Monterey County. He has a wide breadth of experience related to municipal infrastructure; including the roadway projects that require community outreach; stakeholder interaction and city council presentations; and master planning of municipal utilities for inclusion in Capital Improvement Programs (CIP). His broad experience has allowed him to develop program management skills to support various projects and paralleled efforts.



Frank is invested in the Seaside community. His local relationships, expertise, and effective leadership will result in successful delivery of this roadway improvement program.

RELEVANT EXPERIENCE

- **City of Seaside, On-Call Development Review.** Project Director. Responsible for managing development review tasks and providing specialty stormwater reviews. Currently, Frank is managing the review of the Seaside Campus Town Center Development that includes mixed residential and commercial Development. He is also providing specialty stormwater review for compliance with the Central Coast Post Construction Requirements for the Victory Toyota and Val Strough Honda projects. He also assisted City staff with the entitlement process including preparation of Conditions of Approval for the Monterey Downs Development Project.
- **Seaside County Sanitation District, CIP Management.** Project Director. Frank is partnering with the District to deliver on their CIP to sustain their existing system and plan for future growth. This contract includes environmental permitting and construction management services.
- **County of Monterey, Palo Colorado Road (Crossing Rocky Creek) Emergency Repair.** Project Manager. Frank is leading our team to provide civil engineering design and environmental compliance services to repair the road, which features steep terrain, narrow road access, and environmental sensitivity.
- **City of Salinas, Williams Road Complete Street Improvement Project.** Project Manager. Design of a .6 mile stretch of Williams Road to implement a road diet, ADA compliant upgrades and utilities undergrounding. This project includes street beautification, significant public outreach and Rule 20A funding. Frank and his team are currently working on stakeholder coordination and conceptual plans to improve pedestrian and vehicle safety and assess the rehabilitation method.
- **City of Gonzales, On-Call Civil Engineering and Project/Construction Management.** QA/QC Engineer, Public Education and Outreach Assistance. Accomplishments include collaborating with the Central Coast Low Impact Development Initiative to obtain Prop. 84 grant for the GOT LID project. Ranked the #2 project in the State for this round of Prop 84. Grant Program.
- **City of Soledad, On-Call Civil Engineering and Project/Construction Management.** Project/Contract Manager. Frank is responsible for delivering various municipal infrastructure projects from the Reclaimed Water Transmission project to various well rehabilitation projects and overseeing two master plans.

EDUCATION

BS, Civil Engineering

REGISTRATIONS

Professional Engineer, CA

CERTIFICATIONS

Qualified SWPPP Developer,
California State Water
Resources Control Board
Certified Floodplain
Manager, Association of
State Floodplain Managers

AWARDS

2016 Young Leader of the Year
Award, APWA National
2016 Young Professional
of the Year Award, APWA
Monterey Bay Chapter

Siva Natarajan, PE, QSD

PROJECT MANAGER

Siva has 13 years of experience in civil engineering design of pavement rehabilitation, roadway widening, streetscape improvements, intersections, pedestrian and bicycle trails, interchanges, and stormwater treatment projects. He has provided project management, engineering design development, and construction support services to public agencies throughout northern California and provided innovative, cost-saving, and sustainable solutions. Siva successfully utilizes alternative asphalt pavement rehabilitation methods, including full depth reclamation and cold-in-place-recycling for various street projects.

RELEVANT EXPERIENCE

- **City of Orinda, 2018-19 Pavement Rehabilitation Project.** Project Manager. \$25 Million project, which will be constructed over a two year period, includes rehabilitating around 200 City streets using various types on pavement rehabilitation methods such as Full Depth Reclamation (FDR), Mill and Overlay, Slurry Seal etc. Siva is responsible for managing the Harris design team and the subconsultant teams; identifying appropriate pavement treatment methods for each street using StreetSaver® data, and by taking various design criteria into consideration. This includes conducting field visits to determine current pavement condition; conducting pavement tests, such as deflection testing to check subgrade; identifying treatment solutions by taking into consideration: available budget, City's preferred treatment methods and public input etc; preparing plans; specification; and estimate preparation.
- **City of Gonzales, ATP Sidewalk and Access Ramps.** Project Manager. Preparing engineering design and plans for installing new ADA compliant access ramps, retrofitting existing access ramps to meet current ADA standards, installing new sidewalks and driveways at alleyways, and reconstructing existing sidewalks that are damaged or uprooted at various locations throughout the City.
- **City of Salinas, Williams Road Complete Street Improvement Project.** Project Engineer. Design of a .6 mile stretch of Williams Road to implement a road diet, ADA compliant upgrades and utilities undergrounding. This project includes street beautification, significant public outreach and Rule 20A funding.
- **Town of Danville, Various Streets and Roads Preservation.** Project Manager. \$1.7 million federally-funded OBAG project includes rehabilitation of two major arterials designed to Town of Danville and Caltrans Standards. Restored pavement to serviceable condition, and upgraded curb ramps and pedestrian push buttons to current standards. Prepared PS&E and provided bid services for rehabilitating existing pavement on portions of El Cerro Boulevard and Sycamore Valley Road. Developed Caltrans submittals for funding authorizations and encroachment permit. Accelerated design schedule required close coordination with the Town and traffic, survey, pavement testing, and hazardous materials testing subconsultants.
- **City of Morgan Hill, Monterey Road Rehabilitation.** Project Manager. Managed Caltrans E-76 process which involved completing field review forms, right-of-way forms, and PES form; preparing supporting documentation for project environmental clearance under NEPA. Coordinated historic archaeological study, completed and submitted final E-76 packet to obtain authorization of federal funds for construction.



EDUCATION

MS, Civil Engineering

BS, Civil Engineering

REGISTRATIONS

Professional Civil Engineer, CA

CERTIFICATIONS

Geographic Information Systems (GIS)

TRAINING

ASCE, Pedestrian Safety at Uncontrolled Intersection

Caltrans Utility Process for Local Agencies

Envision Sustainability Professionals (ENV SP) Training

Institute of Transportation Engineers, ADA

Accessibility Workshop

Institute of Transportation Studies, University of California Extension, Geometric Design

Rehabilitation Asphalt Pavements for Long Term Serviceability

Dana Van Horn, PE, QSD/QSP

CONSTRUCTION MANAGEMENT RESIDENT ENGINEER



EDUCATION

BS, Civil Engineering

REGISTRATIONS

Professional Engineer, CA

CERTIFICATIONS

Qualified SWPPP
Developer/Practitioner
(QSD/QSP)

Dana has 30 years of experience on infrastructure projects in the areas of project management, project planning, and construction engineering for roadway, structures, and water resource projects. Her experience includes assignments in project management, contract management, civil design, construction inspection, environmental liaison, supervision, and administration. Her recent success delivering bicycle/pedestrian path projects for the County of Monterey, which are outlined below, are particularly relevant to this project. Dana's project experience and work at Caltrans has required a robust understanding of the standards, laws, and procedures.

- **City of Monterey, North Fremont Bike and Pedestrian Access and Safety Improvements.** Construction Manager. This project includes the construction of Class IV protected bicycle lanes adjacent to the medians of North Fremont including bicycle signals and bike protected intersections.
- **City of Monterey, Highway 1 SB Ramps/Holman Highway 68 Roundabout.** Construction Manager. The roundabout construction project is located at the intersection of State Route 68 (also referred to herein as "Holman Highway") and the Highway 1 southbound exit ramp and the intersection of 17 Mile Drive / Highway 1 southbound entrance ramp.
- **City of Monterey, Del Monte/Pacific Intersection Improvement.** Resident Engineer. \$725,000 intersection improvements to the City's most dangerous intersection for pedestrian/vehicular conflicts.
- **County of Monterey, Davis Road Class II Bikeway.** Project Manager. Improvements included road widening and new paved path and grading, striping, stencils and signage, as well as ADA-compliant curb, gutter and sidewalk construction.
- **Transportation Agency for Monterey County, Carmel Hill and River Bike Trail.** Construction Manager/Resident Engineer. This federally funded project involved improvements to construct a 12-foot-wide paved pedestrian and bicycle trail between Carmel Valley Road.

Richard Burton

INSPECTOR



EDUCATION

BS, Industrial Technology

Richard has over 30 years of construction management experience on infrastructure projects. His skills include monitoring contractors for compliance with plans and specifications, identifying discrepancies between plans and existing conditions, verifying contractors' compliance with contract documents and specifications, and reviewing and monitoring contractors' project schedules and progress. Richard has extensive experience preparing daily inspection reports, daily progress reports, and verifying billable materials.

- **Seaside County Sanitation District, CIP Management.** Construction Inspector
- **Seaside County Sanitation District, Sewer Pipeline Upgrade.** Construction Inspector
- **City of Gonzales, Alta Street Pavement Rehabilitation.** Construction Inspector
- **County of Monterey, Palo Colorado Emergency Project.** Construction Inspector
- **City of Monterey, North Fremont Bike and Pedestrian Access.** Construction Inspector
- **County of Santa Cruz, Bear Creek Road Emergency Repair.** Construction Inspector
- **City of Monterey, Holman Highway 18.** Superintendent. Rich prepared a schedule for all work by crews and subcontractors based on efficient construction as well as the phasing required by the U.S. Army Corps of Engineers and the City. He prepared daily dispatch orders for labor, equipment, and material requirements, prepared traffic control plans for each location and negotiated scope of work and value for each change order.
- **City of Monterey, Del Monte/Pacific Intersection Improvements.** Construction Inspector. \$340,000 project involved reconfiguration of the intersection, new signal installation, and lighting modifications at one of the City's most congested intersections.

Exhibit E

APPENDIX - ADDENDUM**No. 1**

**PAVEMENT DESIGN AND
CONSTRUCTION MANAGEMENT SERVICES**

ADDENDUM No. 1

August 1, 2018

Addendum No.1 is being issued for revisions to the Request for Proposals for Pavement Design and Construction Management Services.

The clarifications and revisions declared in this addendum are an essential element to the contract documents. The contract documents to be executed will contain a copy of this addendum.

REVISIONS

REMOVE Line Segment along Coe Ave from the map in Attachment B: SB1 Street Projects.

REMOVE "Coe Ave 60' E/O BUTTERCUP BLVD 347' W/O ENTRY TO SEASIDE MIDDLE SCHOOL 2 78 SURFACE SEAL \$ 56,240" from Attachment C: Project Lists for SB1

Both attachments have been revised and are attached with this addendum.

If you are a bidder, you must acknowledge receiving this Addendum by signing and returning the Addendum with your sealed bid.

This letter has been sent to all known bidders. Submit bids for this work with the understanding and full compensation of this addendum. If there are any questions regarding this addendum, please contact Leslie Llantero at (831) 899 – 6832.

Sincerely,

for

Rick Riedl, PE
City Engineer / Public Works Services Manager

ACKNOWLEDGED:

Frank Lopez, PE, QSD, CFM, Project Director
Name and Title of Bidder's Representative

Bidder:

Exhibit E

SB1 Street Projects



Exhibit E

Attachment C: Project Lists for SB1

Street Name	Begin Location	End Location	Lanes	PCI	Treatment	Total Cost
BROADWAY AV	SOTO ST	GENERAL JIM MOORE	4	75	SURFACE SEAL	\$ 150,149
FREMONT BL	BROADWAY AV	BIRCH AV	4	71	SURFACE SEAL	\$ 65,010
FREMONT BL	BIRCH AV	SAN PABLO AV	4	80	SURFACE SEAL	\$ 54,534
FREMONT BL	SAN PABLO AV	PLAYA AV	4	80	SURFACE SEAL	\$ 60,813
FREMONT BL	PLAYA AV	255 S/O MILITARY AV	4	80	SURFACE SEAL	\$ 57,002
HILBY AV	CANYON DEL REY	FREMONT BLVD	2	70	SURFACE SEAL	\$ 41,550
LA SALLE AV	YOSEMITE ST	LINCOLN ST	2	84	SURFACE SEAL	\$ 26,010
ORD GROVE AV	DEL MONTE BLVD	FREMONT AVE	2	79	SURFACE SEAL	\$ 10,260
SAND DUNES DR	CANYON DEL REY	NORTH CITY LIMITS	2	76	SURFACE SEAL	\$ 18,340
SAN PABLO AV	MESCAL ST/SAN PABLO AVE	GENERAL JIM MOORE	2	53	2" RHMA Overlay	\$ 406,350
SAN PABLO AV	NOCHE BUENA ST	WARING ST	2	72	SURFACE SEAL	\$ 29,340
SAN PABLO AV	WARING ST	MENDOCINO ST	2	78	SURFACE SEAL	\$ 45,210
SAN PABLO AV	MENDOCINO ST	MESCAL ST/SAN PABLO AVE	2	79	SURFACE SEAL	\$ 17,730
WHEELER ST	END	KIMBALL AVE	2	79	SURFACE SEAL	\$ 19,599
WHEELER ST	KIMBALL AVE	HILBY AV	2	52	CAPE SEAL	\$ 149,160
PLAYA AVE	FREMONT BLVD	NOCHE BUENA ST	2	29	CAPE SEAL	\$ 136,596
ORD GROVE AV	FREMONT AVE	NOHCE BUENA	2	76	SURFACE SEAL	\$ 45,430
LA SALLE AV	LUZERN ST	YOSEMITE ST	2	84	SURFACE SEAL	\$ 15,520
10% Contingency						\$ 134,860
Subtotal						\$ 1,483,463

Exhibit E

Addendum no. 2**PAVEMENT DESIGN AND
CONSTRUCTION MANAGEMENT SERVICES**

ADDENDUM No. 2

August 9, 2018

Addendum No.2 is being issued for revisions to the Request for Proposals for Pavement Design and Construction Management Services.

The clarifications and revisions declared in this addendum are an essential element to the Request for Proposal.

CLARIFICATIONS

1. Front cover, back cover, and appendices will not be counted towards the page limit. Resumes that are attached as an appendix may not be included in the review.
-

REVISIONS

1. Cost Proposals will not be required to be submitted at the time the proposals are due. The top ranked firm will be requested to submit a Cost Proposal within 10 days after notification from the City that they are the top ranked firm.
-

If there are any questions regarding this addendum, please contact Leslie Llantero at (831) 899 – 6832.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rick Riedl", is written over a horizontal line.

Rick Riedl, PE

City Engineer / Public Works Director

Exhibit E

Addendum no. 3**PAVEMENT DESIGN AND
CONSTRUCTION MANAGEMENT SERVICES**

ADDENDUM No. 3

August 13, 2018

Addendum No.3 is being issued for revisions to the Request for Proposals for Pavement Design and Construction Management Services.

The clarifications and revisions declared in this addendum are an essential element to the Request for Proposal.

REVISIONS

-
1. **REVISE** Proposal Due Date to Thursday, August 23, 2018 at 4:00pm.
-

If there are any questions regarding this addendum, please contact Leslie Llantero at (831) 899 – 6832.

Sincerely,

Rick Riedl, PE

City Engineer / Public Works Director

Exhibit E



October 12, 2018

Rick Riedl
City Engineer
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

City of Seaside Pavement Design Services

Dear Mr. Riedl:

The Harris & Associates (Harris) Team is excited to partner with the City of Seaside to provide design services for your roadway improvement projects over the next two years. We see this opportunity as a way to develop a pavement rehabilitation program so that multiple street segments are appropriately delivered based on their need, value, and schedule.

The following includes our work plan for the project, based on our meeting with your staff on October 3, 2018 and subsequent coordination to date. The work described herein is for Pavement Design Services only. Due to the nature of this project, it is not feasible to determine the level of effort for Construction Management Services at this time. We will submit separate scope and fee estimates for Construction Management Services at a later date, for each construction package, as Addendum 1 & 2, once the selection of street segments and rehabilitation methods have been made during preliminary design for each year.

The Harris team is ready to start immediately, and will keep this project a priority until the project is constructed. Please feel free to contact me should you have any questions regarding this scope of work, schedule and cost estimate.

Sincerely,
Harris & Associates, Inc.

Frank Lopez, PE, QSD, CFM
Sr. Director, Engineering Services
(831) 233-9242 ■ Frank.Lopez@WeAreHarris.com

Exhibit E

SEASIDE PAVEMENT DESIGN SERVICES - WORK PLAN (DESIGN TASKS APPLICABLE FOR BOTH PACKAGE 1 - 2019 & PACKAGE 2 - 2020)		
Task Description	Scope	Deliverables
TASK 1: PROJECT MANAGEMENT		
1.1 Project Management	Project Management responsibilities will involve preparation and maintenance of the scope, budget, schedule, resource management (including subconsultants). A brief progress report will accompany each monthly Harris invoice. It will discuss budget and schedule status, issues resolved and unresolved, and “next steps.”	Monthly progress report.
1.2 Kick-off Meeting	We will meet with staff to confirm the scope of work, schedule, budget, and availability of project documents; review project goals; discuss format of deliverables; and clarify responsibilities of each party.	Minutes of each meeting highlighting agreed-upon action items.
1.3 Community Outreach Meetings	Two outreach meetings are assumed to support City staff with presenting the project and schedule to the City Council. Assist City with providing information on project construction schedule to be posted on the City web page.	Exhibits required for meetings.
1.4 Design Coordination & Review Meetings	Progress meetings with City staff and others as appropriate throughout design process to discuss design and construction cost estimates. (5 meetings are budgeted)	Minutes of each meeting highlighting agreed-upon action items.

Exhibit E

SEASIDE PAVEMENT DESIGN SERVICES - WORK PLAN (DESIGN TASKS APPLICABLE FOR BOTH PACKAGE 1 - 2019 & PACKAGE 2 - 2020)		
Task Description	Scope	Deliverables
TASK 2: PRELIMINARY ENGINEERING		
2.1 Information Gathering and Evaluation	We will gather existing background information about the project including: - Traffic reports and data - Preliminary design data - Mapping and aerial photographs - As-built plans of previous improvements - Utility locations - Design standards, details, and specs - City and utility contacts - Monumentation/ other property information - Funding and permit information - City contract documents This activity will require assistance from City staff in researching documents and resolving design parameters and project issues.	List of requested documents.
2.2 Utility Coordination	We will coordinate with the various utility agencies about any upgrades or construction that they are planning within the project limits so that they can work ahead of the street rehabilitation. This task will include working with the City to contact each existing utility company to obtain their utility maps.	Draft Letter to utility companies.
2.3 Field Investigation	We will visit all the streets selected for rehabilitation to determine if there are any potential constraints to the proposed construction, gather existing information, evaluate the condition and take measurements of road widths existing sidewalks, gutters, curb ramps and driveway aprons. We will also evaluate the traffic control requirements and special public impacts to residents and businesses.	N/A

Exhibit E

SEASIDE PAVEMENT DESIGN SERVICES - WORK PLAN (DESIGN TASKS APPLICABLE FOR BOTH PACKAGE 1 - 2019 & PACKAGE 2 - 2020)		
Task Description	Scope	Deliverables
2.4 Pavement Testing & Analysis	Our subconsultant, Pavement Engineering Inc. (PEI), will evaluate the pavement for multiple pavement rehabilitation alternatives. The field testing consists of deflection testing and coring the pavement to determine the asphalt layer thickness. Deflection tests will be performed at 100-foot maximum intervals in each travel lane. Coring will be performed at 500-foot maximum intervals over the street segment. The deflection analysis will be performed in general accordance with CTM 356. Traffic control will be provided by a licensed traffic control company, contracted under PEI. To assist with the evaluation, PEI will measure the full structural section (AC & AB) at each core location. PEI will also collect native soil samples that will be used to determine the R-value.	A report with recommend pavement rehabilitation alternatives. Cost analysis matrix
2.5 Basis of Design Report	Harris will then perform a life cycle cost analysis to determine if the more costly treatment would provide a higher benefit over the design of the street rather than using an inferior treatment that would require more frequent maintenance.	Cost analysis matrix A Basis of design report summarizing the findings.
2.6 Environmental Support	Our in-house environmental specialist will review project conditions and provide recommendations on the type of documents that will need to be filed for CEQA. At this time, our scope does not include detailed studies or requests to obtain required permits. At this stage, we anticipate the projects to be classified as Categorically Exempt per California Environmental Quality Act (CEQA) Guidelines.	Project memo and NOE
2.7 Supplemental Topographic Survey	Our subconsultant Whitson will provide supplemental survey on as-needed basis, if deemed necessary during the project design. An allowance is included for this service. Actual scope will be determined during preliminary design, after treatment method is finalized.	Topographic Survey in CAD format

Exhibit E

SEASIDE PAVEMENT DESIGN SERVICES - WORK PLAN (DESIGN TASKS APPLICABLE FOR BOTH PACKAGE 1 - 2019 & PACKAGE 2 - 2020)		
Task Description	Scope	Deliverables
2.8 Right-of-way Mapping	We will gather available survey maps, corner records, subdivision maps, assessor parcel maps and identify approximate right of way lines where work is expected to extend beyond back of existing sidewalk. This activity will require assistance from City staff in researching documents	N/A
2.9 Utility Locating and Potholing	Our subconsultant, Subtronic, are available to locate the existing utilities using electronic detection, on streets that will require rehabilitation deeper than 6 inches. Utilities that are found to be within 12inches below the depth of treatment will then be potholed. This information will be shared with the utility agencies. If necessary, we will coordinate any required relocations with the utility companies. In addition, existing utilities will be located where storm drain pipes will be upsized in order to avoid any potential conflicts due to the increased pipe size. An allowance is included for this service. Actual scope will be determined during preliminary design, after pavement treatment method and storm drain improvements have been identified.	Existing utility locations on base layout sheets. Pothole data.
2.10 Storm Drain Analysis and Report	Harris team will study the existing drainage conditions on streets that will receive pavement rehabilitation, other than slurry seal, and provide recommendations to improve drainage facilities. We will coordinate with City to obtain GIS based topography of the watershed area for this study. Supplemental topographic survey will be performed on an as-needed basis, where necessary. For storm drain pipes that are found to have sufficient capacity and does not require upsizing, our subconsultant, Subtronic will perform CCTV. Harris will review the CCTV videos to evaluate the condition of the existing storm drain and provide recommendations on necessary improvements.	A report with recommended storm drain improvements. CCTV videos

Exhibit E

SEASIDE PAVEMENT DESIGN SERVICES - WORK PLAN (DESIGN TASKS APPLICABLE FOR BOTH PACKAGE 1 - 2019 & PACKAGE 2 - 2020)		
Task Description	Scope	Deliverables
TASK 3: PRELIMINARY DESIGN (60% & 90% PS&E)		
3.1 60% Plans, Specifications & Estimate 3.1.1 60% Submittal Plans	We will develop and submit 60% plans of the following: • Title sheet & Notes • Keymap • Plan sheets (16 for 2019 & 14 for 2020) • Surface Treatment Plan • Drainage improvement Plans (6 sheets assumed) • Curb ramp and ADA Details (12 for 2019 & 10 for 2020) • Construction Details (12 for 2019 & 10 for 2020) • Signing & Striping Plans (16 for 2019 & 14 for 2020)	One set of the scalable 11x17 plans and electronic format of 60% submittal.
3.1.2 60% Specifications	At the 60% complete stage we will prepare preliminary technical specifications and Contract Documents. Technical specifications will be based upon City, County and Caltrans standard documents.	Draft 60% Contract Documents & Specifications
3.1.3 60% Quantity takeoff and Engineer's Estimate	We will prepare a 60% opinion of probable cost.	60% itemized cost opinion spreadsheet.
3.1.4 Internal Quality Review	Prior to the 60% submittal, all plans and documents will be reviewed by Harris' Quality Control Manager.	N/A
3.1.5 Biddability & Constructability Review	In parallel with City's review of the 60% submittal, our in-house construction manager will also review the 60% PS&E for biddability and constructability.	N/A

Exhibit E

SEASIDE PAVEMENT DESIGN SERVICES - WORK PLAN (DESIGN TASKS APPLICABLE FOR BOTH PACKAGE 1 - 2019 & PACKAGE 2 - 2020)		
Task Description	Scope	Deliverables
3.2 90% Plans, Specifications & Estimate 3.2.1 90% Submittal Plans	Once all comments are resolved, we will prepare and submit the 90% Plans. • Title sheet & Notes • Keymap • Plan sheets (16 for 2019 & 14 for 2020) • Surface Treatment Plan • Drainage Improvement Plans (6 sheets assumed) • Curb ramp and ADA Details (12 for 2019 & 10 for 2020) • Construction Details (12 for 2019 & 10 for 2020) • Signing & Striping Plans (16 for 2019 & 14 for 2020)	One set of the scalable 11x17 plans and electronic format of 90% submittal.
3.2.2 90% Specifications	At the 90% complete stage we will prepare pre-final technical specifications and Contract Documents. Technical specifications will be based upon City, County and Caltrans standard documents.	90% Contract Documents & Specifications
3.2.3 90% Quantity takeoff and Engineer's Estimate	We will prepare a 90% preliminary opinion of probable cost.	90% preliminary opinion of probable cost.
3.2.4 Quality Review	Prior to the preliminary phase submittal, all plans and documents will be reviewed by Harris' Quality Control Manager.	N/A.

Exhibit E

SEASIDE PAVEMENT DESIGN SERVICES - WORK PLAN (DESIGN TASKS APPLICABLE FOR BOTH PACKAGE 1 - 2019 & PACKAGE 2 - 2020)		
Task Description	Scope	Deliverables
TASK 4: FINAL PS&E DESIGN		
4.1 Final Submittal Plans	Based upon City review comments at 90% stage, we will finalize Plans.	One (1) set of Full size hard copy plans Electronic copy of plans (e-transmit of AutoCAD files with x-refs and pen settings. PDF copy of all drawing sheets
4.2 Final Specifications	Based upon City review comments at 90% stage, we will finalize the Specifications.	Electronic copy in Word and PDF and hardcopy versions of specifications
4.3 Final Quantity takeoff and Engineer's Estimate	Based upon City review comments at 90% stage, we will finalize the Construction Cost Estimate.	Electronic and hardcopy versions of estimate.
4.4 Quality Review	Prior to the final submittal, all plans and documents will be reviewed by Harris' Quality Control Manager.	N/A
TASK 5: BID PERIOD SUPPORT		
5.1 Pre-Bid Meeting	We will coordinate and attend the pre-bid meeting scheduled by the City and assist the City in advertising for construction.	
5.2 Respond to RFI	We will answer questions from bidders through City staff during the advertising period. We will log questions and provide City with documented responses.	Log of questions received and answers given, for City to distribute if appropriate.
5.3 Addenda Assistance	We will prepare any required technical or design-related addenda for distribution by the City.	Addenda input for City's use in issuing any addenda.

Exhibit A: Proposed Project Lists for Measure X and SB1

Street Name	Begin Location	End Location	Total Cost	Fund
HILBY AV	YOSEMITE ST	MESCAL ST	\$ 42,941	MeasureX
LA SALLE AV	NOCHE BUENA ST	WARING ST	\$ 39,571	MeasureX
LA SALLE AV	WARING ST	LUZERN ST	\$ 37,584	MeasureX
NOCHE BUENA ST	BROADWAY AV	PHOENIX AV	\$ 54,072	MeasureX
NOCHE BUENA ST	PHOENIX AV	LA SALLE AV	\$ 54,259	MeasureX
SAN PABLO AV	NOCHE BUENA ST	WARING ST	\$ 35,208	MeasureX
SAN PABLO AV	WARING ST	MENDOCINO ST	\$ 54,252	MeasureX
SAN PABLO AV	MENDOCINO ST	MESCAL ST/SAN PABLO AVE	\$ 21,276	MeasureX
BROADWAY AV	FREMONT BLVD	NOCHE BUENA ST	\$ 186,795	MeasureX
BROADWAY AV	SOTO ST	GENERAL JIM MOORE	\$ 180,179	MeasureX
DEL MONTE BLVD	AUTO CENTER PKWY	FREMONT BLVD	\$ 556,290	MeasureX
DEL MONTE BLVD	AUTO CENTER PKWY	FREMONT BLVD	\$ 557,856	MeasureX
LA SALLE AV	DEL MONTE BLVD	FREMONT BLVD	\$ 230,040	MeasureX
LA SALLE AV	FREMONT BLVD	NOCHE BUENA ST	\$ 388,800	MeasureX
MILITARY AV	CIRCLE AV	NOCHE BUENA ST	\$ 100,566	MeasureX
MILITARY AV	FREMONT BLVD	CIRCLE AV	\$ 322,714	MeasureX
MILITARY AV	NOCHE BUENA ST	CROSS ST	\$ 748,406	MeasureX
BROADWAY AV	NOCHE BUENA ST	SOTO ST	\$ 1,132,497	MeasureX
DEL MONTE BLVD	ECHO AV	AUTO CENTER PKWY	\$ 1,320,922	MeasureX
FREMONT BL	CITY LIMIT (S)	HILBY AV	\$ 780,160	MeasureX
FREMONT BL	HILBY AV	SONOMA AV	\$ 837,255	MeasureX
FREMONT BL	SONOMA AV	BROADWAY AV	\$ 707,003	MeasureX
FREMONT BL	PLAYA AV	255 S/O MILITARY AV	\$ 277,200	MeasureX
NOCHE BUENA ST	SONOMA AV	BROADWAY AV	\$ 332,424	MeasureX
NOCHE BUENA ST	LA SALLE AV	SEASIDE HIGH ENTRANCE	\$ 583,200	MeasureX
NOCHE BUENA ST	HILBY AV	SONOMA AV	\$ 934,920	MeasureX
PLAYA AVE	DEL MONTE BLVD	FREMONT BLVD	\$ 460,247	MeasureX
FREMONT BL	BROADWAY AV	NORTH CITY LIMITS	\$ 360,000	SB 1
WHEELER ST	HILBY AV	SOUTH TERMINUS	\$ 207,346	SB 1
Subtotal			\$ 11,543,984	

Figure 1: Measure X and SB1 Street Projects





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.D.

TO: City Council

BY: City Attorney Don Freeman

DATE: November 1, 2018

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO EXECUTE A LETTER OF ENGAGEMENT WITH THE FIRM OF CLIFTONLARSONALLEN, LLP, TO CONDUCT AN INVESTIGATIVE FORENSIC ACCOUNTING OF CITY COUNCIL EXPENDITURES

PURPOSE & RECOMMENDATION

It is recommended that the City Council adopt a Resolution authorizing the City Attorney of the City of Seaside to execute a Letter of Engagement with the firm of CliftonLarsonAllen, LLP, to conduct an investigative forensic accounting of City Council expenditures for compliance with City policies for the period of July 1, 2015, through and including September 24, 2018.

BACKGROUND

At the October 18, 2018, City Council meeting the City Council authorized the hiring of an independent accounting firm to conduct an investigative forensic accounting of City Council expenditures for compliance with City policies. The audit is currently in progress.

ATTACHMENTS

1. CLA Expense Audit Engagement
 2. Draft Resolution
-

October 2, 2018

Mr. Donald G. Freeman
City Attorney
City of Seaside
P.O. Box 805
Carmel, CA 93921

Re: City of Seaside – Forensic Accounting and Investigative Services

Dear Mr. Freeman:

This letter will confirm the engagement with the City of Seaside (“the City”) for forensic accounting and investigative services. The overall scope of our work and our approach will be conducted under your direction and we will perform our engagement in accordance with the Statement on Standards for Consulting Services, *Consulting Services: Definitions and Standards* (codified as CS Section 100 in *AICPA Professional Standards*) of the American Institute of Certified Public Accountants (“AICPA”) and the Code of Professional Standards of the Association of Certified Fraud Examiners (ACFE). The professional standards promulgated by the AICPA and the ACFE prohibit CLA from rendering an opinion as to whether there has been any fraud or other criminal activity by anyone associated with this engagement. Therefore, CLA will not render such opinions.

SCOPE OF WORK AND TIMING

The scope of our engagement will be as determined through discussion with you and the management of the City of Seaside.

Based on our discussions with you, we will conduct a forensic examination of Calcard and expense reimbursement activity for all City Council members for the period from July 1, 2015 to October 31, 2018 for compliance with City policies, including the City’s *Expense and Use of Public Resources Policy*. Our forensic accounting and investigative procedures may include, but not be limited to, the review of transactions, records, and supporting documents; computer forensics; and interviews of City employees and City Council members. Additional procedures may be identified based on our findings throughout the engagement. We will conduct our work in a phase approach, as follows:

- Review each transaction and supporting documentation for Calcard and expense reimbursement activity for all City Council members for the period from July 1, 2015 to October 31, 2018. Identify activity that does not comply with City policies and/or appears unusual or questionable in nature.
- Conduct appropriate and legal investigative procedures of those transactions identified in item 1 that do not comply with City policies and/or appear unusual or questionable in nature.

Investigative procedures may include, but will not be limited to, computer forensics and interviews of City employees and City Council members.

- Provide a written report of findings and recommendations based on our review.

At the completion of our consulting work, we will present our findings to you in a written report as you may require. However, the estimate included in the STAFFING AND FEES section below does not include the cost associated with preparing a written report. We will verbally update you periodically or at your discretion as to our progress and estimated budget.

STAFFING AND FEES

Appropriate CliftonLarsonAllen LLP resources will be used on this engagement, as we deem necessary. Rich Gonzalez, Principal, will be responsible for this engagement. Jenny Dominguez, Director, will help oversee this engagement. Other professionals will be assigned to this engagement as deemed necessary.

We will be compensated for fees and expenses incurred on this engagement. Our fee is not contingent upon the final results of the engagement. Our fees are based upon the actual hours of professional service rendered by hourly rates of the professional. The hourly rates are based upon the experience and qualifications of the professional. The hourly rates by level are as follows:

Principal	\$375 - \$435
Director	\$325 - \$400
Manager	\$200 - \$300
Senior Associate	\$170 - \$190
Associate	\$135 - \$160
Clerical/Admin	\$100 - \$125

We bill at our cost, direct expenses incurred during the course of the engagement.

Bills for services are due when submitted and City of Seaside is responsible for payment. Invoices must be paid within thirty (30) days from the date of the invoice. We will submit monthly bills for charges and expenses incurred. If a bill for services is not paid when due, we reserve the right to cease work and withdraw from the engagement. Fees unpaid 30 days past the billing date are subject to an interest charge of 1.5% per month. In the event we must undertake any collection efforts to collect unpaid balances due us, reasonable attorney's fees and expenses shall be recoverable.

Based upon the current available budget of the City of Seaside, we will conduct these services for a fee not to exceed \$40,000, including travel related costs. Based on this estimate, we will not exceed 210 hours, including travel related time which is billed at 50% of actual travel time. If it is determined that additional hours are needed to complete the scope identified above, we will notify you immediately.

Estimates are only for the accommodation of the City and are not quotes. We cannot anticipate or control the amount of time required to properly complete the matters that we are retained to handle. For example, the volume of records might be greater than anticipated and require more time to analyze. Many other factors, too numerous to describe, can have a similar effect. Accordingly, despite our desire to provide our clients with useful estimates, it is difficult to do so and our actual fees normally vary, in some cases considerably, from the estimates we provide.

GENERAL TERMS AND CONDITIONS

Fraud and irregularities by their very nature are most often hidden, and no absolute assurance can be given that all such matters will be detected. Our engagement cannot be relied on to disclose all irregularities or illegal acts, including fraud that may exist. However, we will inform you of any such matters that come to our attention.

We will hold any documents or records provided to us concerning this engagement subject to your direction with respect to possession and control. We will treat our work for you and any work papers we create about this engagement as confidential and will not disclose them to anyone unless required to do so by law. If legally permitted, we will immediately notify you of any requests or demand to inspect or copy either the documents in our possession or our work papers.

While our work may involve analysis of accounting records, our engagement does not include an audit in accordance with generally accepted auditing standards or any other attest function. It is our understanding that the primary intent of engaging our services is for the benefit of management and the Board of the City of Seaside. Our services are not intended to benefit or influence any other person or entity.

By approving this arrangement, the City of Seaside agrees to indemnify and hold harmless CliftonLarsonAllen LLP, its principals and employees against and from any losses, claims, damages, or liabilities to which we may become subject in connection with this assignment.

In the event CliftonLarsonAllen LLP, its principals and employees are requested pursuant to subpoena or other legal process to produce its documents or appear in person relating to this engagement in judicial or administrative proceedings to which CliftonLarsonAllen LLP is not a party, the City of Seaside shall reimburse CliftonLarsonAllen LLP at standard billing rates for its professional time and expenses, including reasonable attorney's fees, incurred in responding to such requests.

With regard to any claims by you, our maximum liability relating to services rendered under this letter (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the fees paid to us for the portion of our services or work product giving rise to liability. In no event shall we be liable for consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs etc.) even if advised of their possible existence.

We do not anticipate any difficulties. However, in the unlikely event that there are any disagreements regarding our services, any claims against CliftonLarsonAllen LLP as a result of this engagement must be brought within one year from the date our report is delivered or our work is completed.

This letter constitutes the entire agreement regarding services to be provided to you and supersedes all prior agreements, understandings, negotiations, and discussions between us, whether oral or written. This agreement may be supplemented by other written agreements.

The laws of the State of California shall govern this contract. The federal or state courts of the State of California shall have exclusive jurisdiction of any claim arising out of this engagement.

CliftonLarsonAllen LLP and the City of Seaside mutually agree that all parties may execute this engagement letter electronically.

If the above accurately reflects the terms and conditions of our engagement, please sign this letter and return it to Rich Gonzalez at Rich.Gonzalez@CLAconnect.com. We look forward to working with you on this engagement.

Very truly yours,



Rich Gonzalez, CPA
Principal
916-677-5760
Rich.Gonzalez@CLAconnect.com

The above accurately reflects our engagement agreement and I accept the above terms and conditions.

Print Name & Title – City of Seaside

Signature

Date

RESOLUTION NO. 18-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING THE CITY ATTORNEY TO EXECUTE LETTER OF ENGAGEMENT
WITH CLIFTON-LARSON-ALLEN, LLP, TO CONDUCT AN INVESTIGATIVE FORENSIC
ACCOUNTING OF CITY COUNCIL EXPENDITURES FOR COMPLIANCE WITH CITY
POLICIES FOR THE PERIOD OF JULY 1, 2015, THROUGH AND INCLUDING
SEPTEMBER 24, 2018**

WHEREAS, on October 18, 2018, the City Council approved the hiring of an independent firm to conduct an investigative forensic accounting of City Council expenditures for compliance with City policies for the period of July 1, 2015, through and including September 24, 2018;

WHEREAS, the City wishes to engage the services of CliftonLarsonAllen, LLP, to conduct said investigative forensic accounting of City Council expenditures.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Attorney to enter into and execute the attached Letter of Engagement with the firm of CliftonLarsonAllen, LLP, to conduct the investigative forensic accounting for compliance with City policies for the period of July 1, 2015, through and including September 24, 2018.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

ABSTAIN COUNCILMEMBERS:

SO ORDERED:

ATTEST:

Ralph Rubio, Mayor

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: November 1, 2018

SUBJECT: RECEIVE REPORT ON SEXUAL HARASSMENT INVESTIGATION

PURPOSE & RECOMMENDATION

To receive the report of the Sexual Harassment Investigation approved by the City Council on October 4, 2018.

BACKGROUND

There is no staff report for this item. The results of the investigation are attached to this memo and will be discussed at the meeting.

FISCAL IMPACT

There is no fiscal impact associated with the City Council receiving the report.

ATTACHMENTS

1. Council Harassment Investigation
-

Reviewed for Submission to the
City Council by:

A handwritten signature in blue ink, consisting of a stylized 'C' followed by several loops and a horizontal line.

Craig Malin, City Manager



LAW OFFICE OF
DONALD POTTER

October 29, 2018

SENT VIA U.S. MAIL AND EMAIL

rgreathouse@ci.seaside.ca.us;
cityatty@ix.netcom.com

Email address: dp@donpotterlaw.com

Roberta Greathouse, IPMA-SCP
Human Resources Director/Risk Manager
CITY OF SEASIDE
440 Harcourt
Seaside, CA 93955

Don Freeman, Esq.
City Attorney, City of Seaside
CITY OF SEASIDE
440 Harcourt
Seaside, CA 93955

Re: Investigation Re: Statements By Councilmember Jones

Dear Ms. Greathouse and Mr. Freeman:

The City of Seaside ("the City") retained my office to investigate harassment allegations raised by Councilmember Kayla Jones. This correspondence is the final investigation report.

I. BACKGROUND INFORMATION

On September 6, 2016, Councilmember Jones made remarks during an open Council session about her fellow Councilmembers' treatment of her. These statements included claims that:

- Councilmember Jones had to, "deal with a level of just blatant sexual harassment"¹ in the almost two years that she's served on the Council;
- Councilmembers commented on her: appearance, hair, makeup, and clothes.

Councilmember Jones also stated that she was going to make the community aware of how she was being treated as the youngest Councilmember—and the only female and "black member." She concluded by stating that, "if anybody would like

¹ The quoted statements are quotations of the City's transcription of the Councilmember Jones's statements that the City provided to the investigator which is attached as Exhibit 1.

written documentation, if anybody would like dates that some of these things have occurred, [she] would happily provide them..."

The City retained my office in September 2018 to investigate Councilmember Jones's harassment claims.

II. SCOPE OF INVESTIGATION

Prior to commencing interviews, the City provided my office with: (1) a transcription of Councilmember Jones's statements from the open counsel session²; and (2) the City of Seaside – Policy Against Harassment, Discrimination, and Retaliation (referred to herein as the "Anti-Harassment Policy")³. I asked the City to arrange for me to interview Councilmember Jones, City Manager Craig Malin, and each of the Councilmembers.

The City scheduled the Councilmember Jones interview on October 2 and the other interviews for October 3. All interviews were to occur at City Hall except for Councilmember Dennis Alexander who was out-of-town. A brief follow-up interview of Mayor Ralph Rubio was conducted telephonically on October 29.

Each in-person interview was transcribed by a certified court reporter. A copy of those condensed transcripts is attached as Exhibit 3. The following is a summary of relevant portions of those interviews

III. INVESTIGATION RESULTS

A. Interview Of Councilmember Kayla Jones

The investigator went to City Hall on October 2 to interview Councilmember Jones but she didn't appear. Human Resources Director/Risk Manager Roberta Greathouse ("Ms. Greathouse") told the investigator that she had made Councilmember Jones aware of the scheduled meeting but Councilmember Jones hadn't told her whether or not she would attend.

Ms. Greathouse told the investigator on October 2 that she informed Councilmember Jones of the scheduled interview via email and voicemail on September 26, September 27 (twice that day) and October 1. Ms. Greathouse also provided the investigator with: (1) copies of her emails to Councilmember Jones with delivery confirmation receipts; and (2) an October 1 email from Councilmember Jones stating that she couldn't find Ms. Greathouse's email. Councilmember Jones's email asks Ms. Greathouse to re-send her email and states Councilmember Jones would send Ms. Greathouse "days/times [she's] available." Copies of all these documents are attached as Exhibit 4.

² Exhibit 1.

³ Exhibit 2.

Ms. Greathouse subsequently emailed the investigator about an exchange between her and Councilmember Jones on October 3 about the interview and the investigation. A copy of this email is attached as Exhibit 5.

Ms. Greathouse's email states that City Manager Craig Malin came to her office with Councilmember Jones on his cell phone, he placed Councilmember Jones on "speaker", and the following occurred:

- Councilmember Jones said she was working on October 2 and she didn't see Ms. Greathouse's email to her regarding her interview. She said she didn't know the investigation would be a public document and she wasn't going to say anything if it was going to be a public thing that the public could dissect.
- Councilmember Jones reiterated that she wants to have sensitivity training before the next strategic planning meeting, but she realizes that might not be happen.
- Councilmember Jones asked if the investigation would be discussed at the following evening's Council Meeting. City Manager Malin stated that the public may bring it up, but that it wasn't on the agenda for discussion. It was suggested to her that she call the City Attorney if she had any further questions about the meeting

B. Interview Of City Manager Craig Malin

City Manager Malin was interviewed on October 3. He was given a copy of the transcribed notes of the September 6 Council meeting. City Manager Malin stated he was present for Councilmember Jones's statements and provided the following information:

- He doesn't have any specific recollection of any comment by any Councilmember about Councilmember Jones's appearance;
- He has no information about Councilmembers making any comments about Councilmember Jones's hair;
- He has no knowledge about any Councilmembers making any comments about Councilmember Jones's makeup;
- He has no information about any Councilmembers making any comments about Councilmember Jones's clothes.
- He also noted that it wasn't uncommon for people to "exchange pleasantries with regard to someone's appearance or clothing" and that it was normal for Councilmember to speak and exchange

pleasantries prior to meeting. However, he didn't have any specific recollection of any particular exchange towards Councilmember Jones;

- He has not heard Councilmembers refer to Councilmember Jones as either "mean" or "the mean one."

City Manager Malin stated that Councilmember Jones has had more than one conversation with him about her perceptions as to how she's treated by other Councilmembers. The most recent conversation occurred after the September 6 Council meeting during a one-on-one meeting in his office.

City Manager Malin said he told Councilmember Jones that the City was transcribing her statements and he asked her if she wanted an investigation. He said that Councilmember Jones replied that, "she did not want an investigation, she wanted an intervention." He said Councilmember Jones may have explained what she meant by that but he couldn't recall the words she used. During this meeting, Councilmember Jones addressed concerns with how she felt the Mayor treated her during the September 6th Council meeting while discussing a controversy associated with the School District's office.

City Manager advised both the Mayor and the City Attorney that Councilmember Jones said she did not want an investigation. Because Councilmember Jones used the phrase "blatant sexual harassment", the City went forward with the investigation "out of an abundance of caution, [,] respect for the topic of sexual harassment and consistent with [the City] policy." City Manager Malin explained that the City, "cannot ignore any concerns especially about sexual harassment, both for moral and liability reduction reasons."

City Manager Malin has no recollection of Councilmember Jones ever using the term "harassment" on any occasion when she spoke to him about her views on the treatment she received from other Councilmembers.

City Manager Malin stated that when Councilmember Jones spoke to him in the past, the essence of her concerns rose from her status as the most junior member of the Council. Although he noted she was also the youngest Councilmember, her concerns weren't dissimilar from ones he experienced with other "newest members of Councils."

City Manager Malin said that Councilmember Jones never relayed to him that any Councilmembers used derogatory terms towards her. He also doesn't recall her relaying that any had made gender-based comments towards her.

City Manager Malin doesn't believe, and doesn't recall, Councilmember Jones telling him that she was being treated differently by Councilmembers because of her gender. City Manager Malin said that Councilmember Jones never told him she was being treated differently by Councilmembers because of her race or sexual orientation.

City Manager Malin said that Councilmember Jones never told him of any conduct by a Councilmember that could potentially trigger the City's policy against harassment, discrimination or retaliation. He said she previously expressed a concern about a staff member and the City investigated that concern.

City Manager Malin said that Councilmember Jones never told him that she had seen Councilmembers disrespect staff. City Manager Malin said that Councilmember Jones never told him that she had written documentation regarding her complaint about the Councilmembers.

C. Interview Of Councilmember David Pacheco

Councilmember Pacheco was interviewed on October 3. He was given a copy of the transcribed notes of the September 6 Council meeting and he said those statements sounded "very familiar." Councilmember Pacheco provided the following information:

- He hasn't heard any comment by any Councilmember about Councilmember Jones's appearance;
- He hasn't heard any comment by any Councilmember about Councilmember Jones's hair;
- He hasn't heard any comment by any Councilmember about Councilmember Jones's makeup;
- He hasn't heard any comment by any Councilmember about what Councilmember Jones wears.
- He doesn't have any knowledge of any Councilmembers making any gender-based or race-based comments towards staff.
- He hasn't heard any comment by any Councilmember referring to Councilmember Jones as either "mean" or "the mean one."

Councilmember Pacheco shared that he spoke with Councilmember Jones in the days after the September 6 Council meeting and asked her if she felt he had done something wrong to offend her. He said that Councilmember Jones said he hadn't.

Councilmember Pacheco said Councilmember Jones told him that the Mayor said she had "looked nice....[nothing], you know, or she was attractive, things of that nature. Nothing – you know, attractive, nice, had a nice outfit on, whatever, you know, those kinds of words." When pressed for specifics about what Councilmember Jones told him, he said she relayed that the Mayor said, "she looked nice"; one time he said, "she was attractive"; and that the Mayor had commented about [her] red

dress and [the Mayor liked] red dresses.” Councilmember Pacheco said that she didn’t relay any other purported comments and he said their conversation was “really brief.”

Councilmember Jones didn’t tell Councilmember Pacheco when or where the Mayor supposedly made the comments to her. She also didn’t share the time period over which these comments supposedly occurred. Councilmember Pacheco stated that he never saw or heard of anything of the nature of the comments Councilmember Jones was describing.

Councilmember Pacheco doesn’t remember if Councilmember Jones shared her reactions to these purported comments but he believes she was offended. Councilmember Jones didn’t share if she had any response to when these comments were supposedly made.

Councilmember Pacheco said that he’s never heard any Councilmembers make any inappropriate gender-based or race-based comments.

D. Interview Of Councilmember Jason Campbell

Councilmember Campbell was interviewed on October 3. He was given a copy of the transcribed notes of the September 6 Council meeting and he recalls being at the meeting. Councilmember Campbell provided the following information:

- When asked if he’s heard any comment by any Councilmember about Councilmember Jones’s appearance, he said that he’s made a statement to her that, “You look nice” sometime in the last eight to ten months. He doesn’t recall the specifics and he said it could have occurred at dinner event attended by Council members. He doesn’t have any specific recollection of any response to his comment but it wasn’t an adverse reaction. Councilmember Campbell never subsequently learned from Councilmember Jones or any other source that she objected to his comment;
- He doesn’t have any information or recollection of any Councilmember commenting on Councilmember’s Jones’s appearance;
- He doesn’t recall any comment by any Councilmember about Councilmember Jones’s hair;
- He doesn’t recall any comment by any Councilmember about Councilmember Jones’s makeup;
- He doesn’t recall any comment by any Councilmember about Councilmember Jones’s clothes.

- He doesn't have any knowledge of any Councilmembers making any gender-based or race-based comments towards staff.
- He hasn't heard any comment by any Councilmember referring to Councilmember Jones as either "mean" or "the mean one."

Councilmember Campbell said that he's never heard any Councilmembers make any inappropriate gender-based or race-based comments. He's also never heard them use profanity towards staff or get physical with them (e.g., pushing or shoving).

Councilmember Campbell recalls Councilmember Jones sharing with him "maybe a year and a half" ago that "she did not like the someone hugged her maybe." She didn't share the name and Councilmember Campbell said it wasn't a Councilmember. He then later said it's possible she provided a name and, "it could have been [a Councilperson] but I'm not clear on that." He believes the purported hug occurred around the time she shared this with him.

Councilmember Campbell recalls Councilmember Jones once sharing with him that she commented about how people looked at her. He doesn't know which people she was referring to.

Councilmember Campbell said that Councilmember Jones never told him she felt sexually harassed by any Councilmember. He also doesn't recall her telling him that she experienced any unwanted physical contact by city Councilmembers.

Councilmember Campbell doesn't recall Councilmember Jones telling him that she was treated differently because of her gender but he said "it's possible" she did. Councilmember Campbell doesn't remember Councilmember Jones telling him that she was treated differently because of her race and he said he would be "surprised" if she did.

Councilmember Campbell doesn't recall Councilmember Jones sharing with him any instances or events that she thought was "unacceptable behavior" towards her by Councilmembers.

Councilmember Campbell said that Councilmember Jones never told him that she had written documentation regarding her complaint about the Councilmembers.

Councilmember Campbell never observed any words or actions by Councilmembers that could potentially violate the City's policy against harassment, discrimination or retaliation.

E. Interview Of Mayor Ralph Rubio

Mayor Rubio was initially interviewed on October 3. He was given a copy of the transcribed notes of the September 6 Council meeting and he recalls being at the meeting. Mayor Rubio provided the following information:

- He hasn't heard any comment by any Councilmember about Councilmember Jones's personal appearance;
- He hasn't heard any comment by any Councilmember about Councilmember Jones's hair;
- He hasn't heard any comment by any Councilmember about Councilmember Jones's makeup;
- He hasn't heard any comment by any Councilmember about what Councilmember Jones wears.
- He "absolutely" hasn't made any comments about Councilmember Jones's appearance, hair, makeup, or clothes.
- Councilmember Jones never told him that she felt Councilmembers were making inappropriate comments to her;
- Councilmember Jones never told him that she was being harassed by any Councilmembers;
- Councilmember Jones never told him that she was being treated differently because of her gender or race;
- He doesn't have any knowledge that Councilmember Jones told other Councilmembers that she was being treated differently because of her gender or race.
- Councilmember Jones never told him that she had seen Councilmembers disrespect staff.
- Councilmember Jones never told him that she had written documentation regarding her complaint about the Councilmembers.
- Mayor Rubio has never heard any Councilmembers make any race-based comments or any gender-biased comments.
- Mayor Rubio is knowledgeable about the prohibitions on sexual harassment and he's never observed "sexual harassment, or any kind of harassment", at the City.

A telephonic interview was conducted on October 30 to ask him about purported comments attributed to him during the interview of Councilmember Pacheco. Mayor Rubio said that he did not make comments to Councilperson Jones that she was attractive, or about (or that he liked) red dresses. He didn't have any recollection of telling Councilperson Jones that she "looked nice" but he said it's possible that it could have occurred with her or someone else as a routine pleasantry.

F. Interview Of Councilmember Dennis Alexander

Councilmember Alexander was out-of-town during the investigation and he was interviewed telephonically on October 4. Councilmember Alexander provided the following information:

- He hasn't heard any comment by any Councilmember about Councilmember Jones's appearance;
- He hasn't heard any comment by any Councilmember about Councilmember Jones's hair;
- He hasn't heard any comment by any Councilmember about Councilmember Jones's makeup;
- He hasn't heard any comment by any Councilmember about what Councilmember Jones wears.
- He doesn't have any knowledge of any Councilmembers making any gender-based or race-based comments towards staff.
- He hasn't heard any comment by any Councilmember referring to Councilmember Jones as either "mean" or "the mean one."
- He has never heard any Councilmembers make any race-based comments or any gender-biased comments.
- Councilmember Jones never told him that she had written documentation regarding her complaint about the Councilmembers.

IV. ANALYSIS AND FINDINGS

The overarching question of this investigation is whether or not conduct occurred towards Councilmember Jones that violated the City's Anti-Harassment Policy or state or federal statutes prohibiting unlawful harassment.⁴ The City's Anti-Harassment Policy states in pertinent part, "The City does not tolerate sexual or other harassment of employees, volunteers, interns, contractors, vendors, or visitors at the work place or in any work-related situation by anyone."⁵ Assuming for the purposes of this investigation that Councilmembers fall within the definition of individuals covered under the City's Anti-Harassment Policy, the investigation did not reveal facts to conclude any policy violation, or unlawful harassment, occurred.

Councilmember Jones did not appear for an interview and the transcribed notes from the September 6th Council meeting was her only direct statements made available to the investigator. The investigator was also informed by the City and witnesses that that Councilmember Jones did not want an investigation to occur. This placed limits on the investigation as an interview of a complaining party is the typical starting point to determine the specifics of the claim(s) and sets the parameters of the particular issues to be examined.

Against that backdrop, the interviewed witnesses generally, and consistently, did not provide factual support to show that Councilmember Jones was subjected to unlawful sexual harassment or other prohibited forms of harassment. To the contrary, the witnesses largely denied observing, or learning of, any conduct that would constitute prohibited harassment.

Although some witnesses reported comments they either made, overheard, or that were reported to them by Councilmember Jones, they are insufficient to constitute unlawful harassment (on their own or collectively). For example, City Manager noted that it was not uncommon for Councilmembers to exchange "pleasantries" but he did not have any information that any of these "pleasantries" conveyed an unwelcome comment directed at Councilmember Jones.

Likewise, while Councilmember Campbell acknowledged that he once commented to Councilmember that she "looked nice", he said that Councilmember Jones didn't have an adverse reaction or otherwise convey (directly or indirectly) that she objected. As described, it appears that it was nothing more than an innocuous pleasantry that wouldn't be uncommon in a customary professional interaction.

⁴ As drafted, the City's Anti-Harassment Policy appears to be consistent with state and federal prohibitions on unlawful harassment. Moreover, it appears to provide broader coverage in that anti-harassment law, generally, is more narrowly focused on prohibiting unlawful harassment of *employees*. The investigator was informed by the City that Councilmembers aren't City employees and no further analysis was done by the investigator on that particular point.

⁵ Exhibit 2, Section I, page 2 of 11.

Furthermore, while Councilmember Pacheco told the investigator that he recalls Councilmember Jones relaying to him purported comments by Mayor Rubio allegedly made towards her (e.g., he liked red dresses, etc.), Councilmember Pacheco's statements are hearsay; he was somewhat vague on his recall of the specifics relayed to him, there were no details about the context of the purported statements, and Mayor Rubio specifically denied make any such comments or any others related to Councilmember's appearance, hair, makeup, or clothes.⁶ Taken together, this is insufficient conclude that the purported statements were either made or, if they were, constituted unlawful harassment.

Finally, although Councilmember Pacheco also told the investigator that he recalls Councilmember Jones spoke to him about a hug and looks she allegedly received, this is also insufficient to conclude that harassing conduct occurred. Councilmember Campbell admitted that Councilmember Jones never shared the identity of the person(s) responsible and he didn't have any information or details about the purported events. Moreover, Councilmember Campbell said that Councilmember Jones never told him she felt sexually harassed by any Councilmember or that she experienced any unwanted physical contact by Councilmembers.

V. CONCLUSION

The investigation did not reveal information sufficient to conclude that conduct occurred towards Councilmember Jones that violated the City's Anti-Harassment Policy or state or federal statutes prohibiting unlawful harassment. To the contrary, the accounts of the witnesses interviewed did not support any form of prohibited harassment and they denied observing, or engaging, in any harassing conduct.

Feel free to contact me if you have questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Donald Potter', with a long horizontal line extending to the right.

Donald Potter

⁶ As noted in the report, Mayor Rubio had no recollection of stating Councilperson looked "nice" but said it is possible as a pleasantry that could occur.

EXHIBIT 1

CM Jones – Since being on this council for the past almost two years I have sat down before council meetings and had members of this board comment on my appearance, comment on my hair, comment on my makeup, comment on what clothes I wear I've honestly feel like I've had to deal with a level of just blatant sexual harassment in this regard and I have had to deal with members of this board saying that I am out of order or that I am the mean one when I watch this council for years pick and choose who they wanted to listen to a public comment and who they weren't going to listen to. I have seen members of this board disrespect staff I have seen members of this board disrespect staff and never been reprimanded for it never apologize for it but as soon as a young woman of color feels passionate about something that affects her community she is out of order. When it was my turn to speak I have free speech I am a member of this board and believe it or not I have just as much authority as anyone of y'all except I don't get to appoint people to different boards and commissions I just get to be on the Mosquito Abatement Committee. My experiences since being on this council have been absolutely unacceptable behind closed doors and in the public and I have sat on it for a very long time I have had conversations with the City Manager privately about this I have had conversations with one other colleague about this and I really feel like I need to put it out there specially now. This council has not been welcoming to new people has not been welcoming to youth has not been welcoming to women and I represent large demographics of this City I believe that the behavior of this council behind closed doors before council meetings after council meetings and during council meetings towards me is completely unacceptable and I would like to request that the City Manager figure out some way to address it and have this come up at the next council meeting talk about gender diversity on boards maybe have an ethics training in a council meeting because this is unacceptable and I personally I am going to start making noise every time it happens. We do not get to treat each other with discretion we are not going to respect what Mr. Alexander says but then Ms. Jones is out of line we are not going to respect Mr. Campbell says what Mr. Pacheco says but then that's just a cute idea Kayla or that's real sweet we are not going to do that anymore and if it happens I am just going to continue to make noise and I am going to continue to make the community aware of how the only women is being treated on the council how the youngest member is being treated on the council and how the only black member is being treated on the council and believe it or not the community is not responding well to it there is community outraged to the way that I have been treated since being on this council I want someone independent to come in and I don't know observe a council meeting watch back council meetings and advise us advise the Chair on how he may proceed for the rest of his term. But this has been completely unacceptable and if anybody would like written documentation if anybody would like dates that some of these things have occurred I would happily provide them but I am putting that out there right now because this is ridiculous and I am just not going to do it anymore.

EXHIBIT 2

City of Seaside

**Policy Against Harassment, Discrimination, and
Retaliation**

Revised May 2018

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PURPOSE

The City is committed to providing a work environment that is free from discrimination, harassment (including sexual harassment), and/or retaliation. In keeping with this commitment, the City maintains a strict policy prohibiting such conduct.

The purpose of this policy is to define and forbid discriminatory, harassing, and/or retaliatory conduct, to prohibit the condoning or perpetuating of such conduct, and to provide an efficient means for reporting and resolving complaints of discrimination, harassment, and/or retaliation against any individual who reports discrimination, harassment, or retaliation, or who participates in an investigation of such reports.

This policy expressly prohibits discrimination and/or harassment of applicants, employees, volunteers, interns, contractors, vendors, or visitors based upon race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, childbirth or related medical conditions, veteran status, sexual orientation, gender identity or expression, genetic information, marital status, military or veteran status, sex, age over 40 years or any other basis protected by applicable federal, state, or local law, including association with individuals with these protected characteristics or perception that an individual has one or more of these protected characteristics.

Discrimination, harassment, and/or retaliation are misconduct that can decrease work productivity, decrease morale, and cause emotional and physical damage. Incidents of discrimination, harassment, and/or retaliation can result in serious economic implications such as high turnover, ineffective use of time during working hours, costly salaries paid for nonproductive work hours, and employee absences due to hearings and meetings related to discrimination, harassment, and/or retaliation complaints.

I. POLICY

The City's policy strictly prohibits unlawful discrimination or harassment on the basis of an individual's legally protected characteristics, including association with individuals with these protected categories or perception that an individual has one or more of these protected characteristics.

The City considers discrimination, harassment, and/or retaliation to be a serious offense and is firmly committed to the philosophy that every employee has the right to work in an environment free from such treatment. Employees are expected to adhere to a standard of conduct that is respectful to all persons within the work environment and compliant with this policy and all applicable federal, state and local laws and regulations governing workplace conduct.

The City maintains and follows a strict policy prohibiting unlawful discrimination, harassment, and/or retaliation, in any form. The City does not tolerate sexual or other harassment of employees, volunteers, interns, contractors, vendors, or visitors at the work place or in any work-related situation by anyone. If, after a prompt and thorough investigation, an employee, volunteer, intern, or contractor has been determined to have engaged in discrimination, harassment, and/or retaliation, that employee will be disciplined, up to and including discharge.

II. DEFINITIONS

- a. **Legally protected category:** Race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, childbirth or related medical conditions, veteran status, sexual orientation, gender identity or expression, genetic information, marital status, military or veteran status, sex, age over 40 years or any other basis protected by applicable federal, state, or local law, including association with individuals with these protected characteristics or perception that an individual has one or more of these protected characteristics.
- b. **Discrimination:** Discrimination is action or conduct by which an employee is treated differently or less favorably than other similarly situated employees for the sole reason that he or she is a member of a legally protected category, associates with individual(s) in a legally protected category, or is perceived as being in a legally protected category. For example, it would be discrimination for an individual to be denied employment or terminated from employment because that individual is 40 years of age or older.
- c. **Harassment:** Unlawful harassment is verbal, visual, or physical conduct based on an employee's membership or perceived membership in a protected category or association with an individual in a protected category that is sufficiently severe or pervasive to affect an employee's work performance negatively or alter the conditions of employment and create an intimidating, hostile, or otherwise offensive working environment.

Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, or computer images regarding an employee's legally protected characteristic. Harassment on the job is prohibited whether it involves co-worker harassment, harassment by a supervisor or manager, or harassment by third parties doing business with or for the City.

- d. **Sexual harassment:** Sexual harassment is conduct that constitutes an unwelcome sexual advance, proposition, or request for sexual favors or dating, or any verbal, visual, or physical conduct of a sexual nature. Sexual harassment occurs where:
- i. Submission to such conduct is made a term or condition of employment or relates to the conditional receipt of employment benefits, such as hiring, compensation and advancement;
 - ii. Submission to or rejection of such conduct is used as basis for making employment decisions affecting the individual; or
 - iii. Such conduct is severe and pervasive to the extent that it has the purpose or effect of unreasonably interfering with an employee's work performance or creates an intimidating, hostile, or offensive working environment.

Sexual harassment can occur between members of the same or opposite sex. Sexual harassment need not be motivated by sexual desire. Sexual harassment on the job is prohibited whether it involves co-worker harassment, harassment by a supervisor or manager, harassment by a local City official, harassment by a subordinate, or harassment by third parties doing business with or for the City.

Examples of conduct that can constitute unlawful harassment or sexual harassment include, but are not limited to, the following:

1. **Verbal harassment:** Verbal sexual advances or propositions, jokes, epithets, derogatory comments or slurs, graphic commentaries about an individual's body or other suggestive or offensive comments made on the basis of a legally protected category.
2. **Physical harassment:** Assault, unwanted touching, impeding or blocking movement, interference with normal work movement, massages, sitting on laps, or physical behavior of any type based upon a legally protected category.
3. **Visual harassment:** Leering, derogatory gestures, inappropriate or offensive posters, notices, bulletins, cartoons, drawings, e-mails, content displayed from a computer or cell phone, or other depictions related to a legally protected category.

4. **Sexual conduct:** Unwelcome sexual advances or propositions, requests for sexual favors, requests for dates, verbal abuse of a sexual nature, verbal commentary about an individual's body, dress or appearance, sexually explicit jokes, sexually degrading language, suggestive or obscene communications, and other verbal, visual or physical conduct of a sexual nature.
- e. **Retaliation:** Taking adverse employment action against an employee because of (1) the employee's good faith report of or opposition to a practice the employee believes to constitute employment discrimination, harassment, and/or retaliation or (2) because of the employee's participation in an employment discrimination, harassment, and/or retaliation investigation, proceeding, or hearing.

Examples of conduct that can constitute protected activity include, but are not limited to, the following:

- i. Protected good faith opposition to or reporting of perceived or actual discrimination, harassment, and/or retaliation, or refusing to tolerate or engage in prohibited conduct, or threatening to file a complaint with any federal, state, or administrative City or court. Protected opposition also includes a complaint or protest made on behalf of another employee or made by the employee's representative. Complaints or oppositions that are intentionally false and/or not made in good faith are not protected.
- ii. Protected participation such as filing a charge, testifying, assisting, or participating in an internal or administrative investigation, proceeding, or hearing, and/or litigation under federal or state statutes.

Examples of conduct that can constitute an adverse employment action include, but are not limited to, the following:

1. Adverse employment actions such as disciplinary actions, unwarranted negative performance evaluations, undesirable transfers, negative comments, unwarranted criticism, unwarranted exclusion from meetings or events, or undesirable change in work duties, unwarranted discipline, or any action that is taken because of the employee's complaint of or opposition to harassment or discrimination, or because of the employee's participation

in an employment discrimination or harassment investigation, proceeding, or hearing.

- f. **Supervisor:** An employee with the authority to direct employees, address or respond to grievances, hire, transfer, suspend, layoff, recall, promote, discharge, assign, regard, or discipline other employees, or make such recommendations, if, in connection with the foregoing, the exercise of that authority is not merely of a routine or clerical nature, but requires the use of independent judgment.
- g. **Local City official:** Any member of a local City legislative body and any elected local City official.

Contact your supervisor, the Human Resources Director, the City Manager or other supervisory employee if you have questions regarding these definitions, or if you are uncertain about what constitutes discrimination, harassment, sexual harassment, retaliation, or prohibited conduct under the City's policy.

III. REPORTING DISCRIMINATION, HARASSMENT, OR RETALIATION

The City encourages reporting of all actual or perceived incidents of discrimination, harassment, and/or retaliation.

If you believe the conduct or actions of a co-worker, volunteer, supervisor, local City official, contractor, vendor, or visitor to be discriminatory, harassing, retaliatory, or otherwise in violation of this policy, you are encouraged, but not required, to inform the person of the conduct that you find offensive, and request that the person cease this behavior. If you do not wish to confront the person, or if your attempts to do so have failed, you should file a complaint with the City. However, a decision not to confront the person does not prevent the employee from filing a complaint, nor does it in any way exonerate the accused person.

City management is readily available and receptive to complaints of discrimination, sexual or other harassment, and/or retaliation. If you feel you are being discriminated against or harassed by, or retaliated against by another employee, volunteer, vendor, visitor, local City official, or other individual, you should immediately report the facts of the incident and the names of the individuals involved to your immediate supervisor, or to any other supervisor you feel comfortable speaking with. If you do not feel that the matter can be discussed with your immediate supervisor or another supervisor, you should contact the Human Resources Director and arrange for a meeting to discuss your complaint. If you do not feel that the matter can be discussed with the Human Resources Director, you should contact the City Manager and arrange for a meeting to discuss your complaint.

Complaints should be made as soon as possible following the incident, and should include the following information:

- a. The employee's name, department and position title.
- b. The name of the person or persons committing the discrimination, harassment, or retaliation, including their titles if known.
- c. The specific nature of the discrimination, harassment, or retaliation, how long it has gone on, and any employment action such as demotion, failure to promote, dismissal, refusal to hire, or transfer taken against the victim as a result of the discrimination, harassment, or retaliation, or any other threats made against the victim as a result of the discrimination, harassment, or retaliation.
- d. Witnesses to the discrimination, harassment, or retaliation.
- e. Whether the victim has previously reported such discrimination, harassment, or retaliation, and, if so, when and to whom.

Your notification to the City is essential. The City cannot resolve discrimination, harassment, or retaliation problems unless it knows about them. Therefore, it is your responsibility to bring those kinds of problems to the attention of the City so that necessary steps can be taken to correct the problem, and we encourage you to do so.

You will not be retaliated against for good faith opposition to or reporting of discrimination, sexual or other harassment, or retaliation problems. It is unlawful for an employer to retaliate against employees who report or oppose practices prohibited by state and federal law, file complaints, or otherwise participate in an investigation, proceeding or hearing conducted by the Department of Fair Employment and Housing or the Equal Employment Opportunity Commission. Similarly, the City will not tolerate employees who interfere with internal or administrative investigations and/or complaint procedures.

Employees are reminded that the City protects employees from sexual or other harassment by non-employees, such as volunteers, interns, contractors, vendors, local City officials, or visitors. Any employee who is the victim of harassment by a non-employee or observes this conduct toward another City employee should report such harassment to his or her immediate supervisor, and appropriate action will be taken.

Employees who observe or are advised about the sexual or other harassment of another employee, volunteer, or intern are encouraged to follow these reporting procedures.

All employees should note that the failure to use the City's complaint procedure may have an adverse effect on any legal claim under this policy if such claims are litigated.

IV. SUPERVISOR REPORTING OBLIGATIONS

Any supervisor who receives a complaint of discrimination, harassment, and/or retaliation; witnesses discrimination, harassment, and/or retaliation; or has any reason to believe that discrimination, harassment, and/or retaliation may have occurred in the workplace is required to report the conduct immediately to the Human Resources Director or to the City Manager.

A supervisor will be subject to discipline for failing to report offensive conduct that potentially constitutes discrimination, harassment, or retaliation if the supervisor knew or should have known of the offensive conduct in the normal course and scope of their supervisory duties.

V. ANONYMOUS COMPLAINTS

The City discourages anonymous complaints. However, any employee who wishes to make a complaint of discrimination, harassment, and/or retaliation, but is uncomfortable disclosing his or her identity may do so by following the above complaint procedure and filing the complaint anonymously with the Human Resources Director or City Manager.

Employees should know, however, that anonymity in the complaint procedure may compromise the City's ability to complete a thorough investigation.

Employees should also be aware that should the City learn of the identity of an anonymous complainant, the City cannot guarantee that his/her identity will remain confidential, if the City determines in its discretion that disclosure is necessary to complete the investigation.

VI. THE CITY'S RESPONSE TO COMPLAINTS OF DISCRIMINATION, HARASSMENT, OR RETALIATION

a. Investigation of Complaints

All incidents of discrimination, harassment, and/or retaliation that are reported must be investigated by qualified personnel. The City will immediately undertake or direct an effective, thorough, impartial, and objective investigation of the discrimination, harassment, and/or retaliation allegations.

The investigation will include obtaining information from the person accused of harassment, discrimination, or retaliation and anyone who may have been a witness to the alleged misconduct.

If you have information to assist the City, you are to contact the Human Resources Director and/or City Manager. Failure to follow this policy may subject you to discipline.

Employees may be placed on administrative leave until the conclusion of the investigation.

The City will document each complaint and track each investigation to ensure reasonable progress, timely closure, and reasonable findings based on the evidence collected.

b. Confidentiality

Any investigation related to a complaint under this policy will be conducted with as much confidentiality as possible and with respect for the rights of all individuals involved. Information related to the investigation will be provided on a “need to know” basis. The confidential nature of the complaint and the investigation is vital in protecting the privacy rights of all parties involved.

The purpose of this provision is to protect the confidentiality of the employee who files a complaint, to encourage the reporting of any incidents of discrimination, harassment, and/or retaliation, and to protect the reputation of any employee wrongfully charged with discrimination, harassment, and/or retaliation. However, the City retains sole discretion to determine whether disclosure of information is necessary to complete the investigation.

All employees involved in the investigation of discrimination, harassment, and/or retaliation complaints as either investigator(s), complainant(s), witness(es), or accused(s) are required to keep all information related to the investigation confidential. Revealing such information is grounds for disciplinary action, except as expressly permitted by law, such as in discussion with a legal representative.

c. Cooperation with Investigation

All employees involved in a workplace investigation into alleged discrimination, harassment, and/or retaliation are required to fully and truthfully cooperate with the investigation. Failure to fully and truthfully

cooperate with the investigation is grounds for disciplinary action, up to and including termination.

It is important for the complaining party, the accused party, and all persons interviewed as witnesses during the investigation to understand that it is a violation of this policy to discuss any investigation with other employees, or to conduct separate investigations at any time. The City will not tolerate any employees who interfere with its own internal investigations or internal complaint procedures.

All employees are prohibited from engaging in retaliation as set forth in this policy.

d. City Determination and Corrective Action

The City will make its determination and communicate that determination to the complaining and accused parties. Parties are not entitled to copies of any notes or other written materials regarding the investigation, as we consider these confidential documents.

If it is determined that the accused party has violated City policies, appropriate corrective action will be taken in accordance with established City disciplinary procedures, up to and including discharge. Further, as part of the City's attempt to remedy the complaining party's concerns, the City's notice to the complaining party will also advise generally that corrective action has been taken against the accused.

The information and definitions set forth in this policy are based on the legal definitions of discrimination, harassment, and/or retaliation. In light of the City's duty to prevent the unlawful conduct defined in this policy, and in light of the City's desire to have a respectful work environment, the City reserves the right to take appropriate corrective action when an employee engages in inappropriate conduct that does not fully rise to the legal standards set forth herein. For example, the City may take appropriate corrective action for inappropriate conduct, even if such conduct was not subjectively unwelcome or offensive, or if it does not meet the legal threshold of severe or pervasive.

e. Bad Faith and Intentionally False Complaints

While the City vigorously defends its employees' right to work in an environment free of discrimination, harassment, and/or retaliation, it also recognizes that false accusations of discrimination, harassment, or retaliation can have serious consequences. Any employee who is found,

through the City's investigation, to have deliberately and falsely accused another person of discrimination, harassment, and/or retaliation will be subject to appropriate disciplinary action, up to and including discharge.

VII. ADDITIONAL ENFORCEMENT INFORMATION

Employees who believe they have been discriminated, harassed, or retaliated against may, within one year of the conduct, also file a complaint of discrimination with the California Department of Fair Employment and Housing ("DFEH") or the federal Equal Employment Opportunity Commission ("EEOC"). The DFEH and/or the EEOC may also investigate and process the complaint. Violators are subject to penalties and remedial measures that may include sanctions, fines, injunctions, reinstatement, back pay and damages.

The City trusts that employees will act responsibly to establish a respectful environment free of discrimination, harassment, or retaliation. The City encourages you to raise questions regarding discrimination, harassment, or retaliation with your immediate supervisor, your department head, the Human Resources Director or the City Manager.

VIII. TRAINING AND POLICY DISSEMINATION

In accordance with AB 1825 and AB 2053, the City requires supervisory employees be trained on preventing sexual harassment and abusive conduct in the workplace every two years. In addition, all persons appointed or promoted to supervisory positions shall be trained within six months of the appointment or promotion, if the supervisory employee is a new hire or was promoted from a non-supervisory position.

Supervisory training shall last for a minimum of two hours.

In accordance with AB 1661, the City requires members of the local City legislative body and any elected local City official who earns any type of compensation, salary, or stipend be trained on preventing sexual harassment. The two-hour training must be completed within six months of taking office, and every two years thereafter. A local City official who serves more than one local City may satisfy the training requirements once every two years, without regard to the number of local agencies he or she serves.

The City shall also require that non-supervisory employees be trained on preventing sexual harassment in the workplace every two years

In addition, all employees and local City officials shall be given a copy of this policy as part of their initial orientation with the City, and shall be given a copy in conjunction with any training they attend.

APPENDIX A

**ACKNOWLEDGMENT OF RECEIPT OF
POLICY AGAINST HARASSMENT, DISCRIMINATION,
AND RETALIATION**

This will acknowledge that I have received my copy of the City of Seaside's Policy Against Harassment, Discrimination, and Retaliation ("Policy") and that I have read the Policy, understand my rights and obligations under the Policy, and agree to be bound by it.

I understand that this Policy represents only current policies, procedures, rights and obligations and does not create a contract of employment. Regardless of what the Policy states or provides, the City retains the right to add, change or delete provisions of the Policy and all other working terms and conditions without obtaining anyone's consent or agreement.

My signature below further signifies that I have read this Policy and that I accept and will abide by all of its provisions.

PRINT FULL NAME _____

SIGNED _____

DATE _____

[RETAIN IN EMPLOYEE PERSONNEL OR OTHER APPROPRIATE FILE]

EXHIBIT 3

Interviews

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INTERVIEWS OF

CRAIG MALIN, CITY MANAGER

DAVID PACHECO, COUNCIL MEMBER

JASON CAMPBELL, COUNCIL MEMBER

RALPH RUBIO, MAYOR

HELD ON WEDNESDAY, OCTOBER 3, 2018

Interviews

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Interviews

1	APPEARANCES
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3	INTERVIEWER:
4	DONALD POTTER, ESQ.
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Interviews

Page 4	1 INTERVIEW OF CRAIG MALIN 2 3 MR. POTTER: Okay. Hi, Mr. Malin. Did they explain 4 to you generally what the purpose of our meeting is today? 5 MR. MALIN: You could -- you could tell me. I could 6 guess but... 7 MR. POTTER: Okay. The City has retained me to do an 8 investigation regarding some claims or complaints made by 9 Councilperson Jones. We don't have the benefit speaking to 10 her but we have some notes from a City Council meeting. So I 11 wanted to ask you some questions to find out what you do know 12 but also too what you might not know. 13 So today there's no right or wrong answers. If you 14 don't know something, that's completely fine. I'm just here 15 to find out what you may know so I can investigate it and the 16 situation. 17 So you've been the City Manager for how long at the 18 City? 19 MR. MALIN: It depends on how you do the math. I 20 think I was hired in December of 2015. I actually technically 21 started work in January of 2016. 22 MR. POTTER: Okay. Do you attend the City Council 23 meetings? 24 MR. MALIN: I do. 25 MR. POTTER: Okay.	Page 6	1 MR. MALIN: No. 2 MR. POTTER: Do you have any knowledge about any 3 councilpersons making comment on her makeup? 4 MR. MALIN: No. 5 MR. POTTER: Do you have any information about any 6 Councilperson making comments on her clothes? 7 MR. MALIN: No. Except to say that in idle 8 conversation prior to meetings, it's not uncommon for people 9 to exchange pleasantries with regard to someone's appearance 10 or clothing. So I -- I have vague recollections of those 11 kinds of pleasantries being exchanged. I have no specific 12 recollection of any specific pleasantries being exchanged. 13 MR. POTTER: Okay. And the exchange being between 14 Councilperson Jones and other Council members? 15 MR. MALIN: Yeah. Not specific to Councilperson 16 Jones necessarily, but generalized recollections of 17 pleasantries being exchanged by way of greetings when council 18 members first see each other before a council meeting. 19 MR. POTTER: Fair enough. 20 MR. MALIN: I mean, they'll say you look good today, 21 they'll ask how are you feeling, things like that. 22 MR. POTTER: Sure. 23 Okay. So just so I'm clear about your recollection, 24 generally, prior to council meetings it would be normal 25 routine for councilpersons to speak and exchange pleasantries?
Page 5	1 MR. MALIN: He says enthusiastically. 2 MR. POTTER: I put in front of you what was told to 3 me are transcribed notes from statements, comments that 4 Ms. Jones made at the city council meeting. 5 Go ahead and take a look at that just to see if that 6 refreshes your recollection as to that meeting, what it was, 7 if you were in attendance, things like that. 8 MR. MALIN: I recall. 9 MR. POTTER: Do you know when this meeting occurred? 10 MR. MALIN: I -- you know, a couple weeks ago, two 11 meetings ago. It would have been two meetings ago. 12 MR. POTTER: So we're talking September? 13 MR. MALIN: Let me look at my calendar. 14 It would have been September 6th. 15 MR. POTTER: Okay. And were you present when 16 Councilperson Jones made these statements? 17 MR. MALIN: I was. 18 MR. POTTER: Okay. In her notes she said that 19 members of this Board have made comments on her appearance. 20 Do you have any information on that subject? 21 MR. MALIN: I don't have any specific recollection of 22 any comment. 23 MR. POTTER: Same question but a little different. 24 Do you have any information about councilpersons making any 25 comments about her hair?	Page 7	1 MR. MALIN: Yes. 2 MR. POTTER: But, as you sit here today, you don't 3 have any specific recollection of any such pleasantries 4 directed at Ms. Jones? 5 MR. MALIN: Correct. 6 MR. POTTER: Okay. Did you ever hear Councilpersons 7 refer to Ms. Jones as either "mean" or "the mean one"? 8 MR. MALIN: No. 9 MR. POTTER: Now it's been years since I did public 10 office. But City Council meetings, there could be open 11 sessions but also closed sessions? 12 MR. MALIN: Correct. 13 MR. POTTER: Do you attend closed sessions? 14 MR. MALIN: I do. 15 MR. POTTER: All right. Now in her comments 16 Councilperson Jones said that she's had conversations with you 17 generally about her perception of her treatment by fellow 18 Council members. 19 Do you recall having such a conversation with her? 20 MR. MALIN: Yes. I recall, again, generalized 21 conversation about her status on and contributions to the City 22 Council. 23 MR. POTTER: Okay. Was it more than one 24 conversation? 25 MR. MALIN: Yes, it would have been more than one.

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Page 8 1 MR. POTTER: When was the most recent one? 2 MR. MALIN: The most recent one would have happened 3 after these comments (indicating). Council member Jones 4 visited my office and had a conversation about the comments 5 that were made at the meeting. 6 MR. POTTER: Can you elaborate on that, tell me what 7 was discussed. 8 MR. MALIN: Sure. I -- I described that we were -- 9 or staff was transcribing these comments because we wanted to 10 make certain that we understood them as they were stated. 11 MR. POTTER: Okay. 12 MR. MALIN: So that was -- that would have been in 13 process and not completed when we -- Council Member Jones and 14 I had that conversation in my office. 15 The conversation was most specifically about whether 16 Council Member Jones wanted an investigation. And at the time 17 that we had the conversation this -- her comments from the 18 meeting were not yet transcribed. So I only had a, you know, 19 memory of the general thrust of what was said. 20 MR. POTTER: Okay. 21 MR. MALIN: And Council Member Jones said she did not 22 want an investigation, she wanted an intervention. 23 MR. POTTER: Did she tell you what she meant by 24 intervention? 25 MR. MALIN: She may have. I don't have specific	Page 10 1 MR. MALIN: In my office. 2 MR. POTTER: Was anyone else present? 3 MR. MALIN: No 4 MR. POTTER: Did you take notes? 5 MR. MALIN: I did not. 6 MR. POTTER: Did you see her take notes? 7 MR. MALIN: I don't believe that she did. 8 MR. POTTER: About how long did it last? 9 MR. MALIN: Oh, we were discussing a number of 10 topics. So the whole conversation may have taken 10 or 15 11 minutes. This was not the only thing we discussed. 12 MR. POTTER: Okay. So what you're describing, would 13 it be fair to characterize that that portion of that meeting 14 dealt with her concerns about how the Mayor treated her during 15 portions of the City Council meetings? 16 MR. MALIN: Yes. Yes, that's fair. 17 MR. POTTER: About how much of that meeting focused 18 on that? 19 MR. MALIN: This is just a guess. It would be 20 20 percent, 30 percent of that meeting. 21 MR. POTTER: And you said that she didn't want an 22 investigation, she wanted an intervention. 23 MR. MALIN: Yes. 24 MR. POTTER: How did that -- was that term used, 25 investigation?
Page 9 1 recollection of the words that she used. She expressed 2 concern that Mayor Rubio treated her somewhat differently as 3 it relates to chairing the meeting. So the Mayor chairs the 4 meeting. 5 And this statement (indicating), as I recall, and 6 don't -- I presume that you will watch the tape of the 7 meeting, occurred, as I recall, after Council Member Jones 8 said something about a -- about a topic that was being 9 discussed and the Mayor offers his perspective on that. It 10 was a very -- it was a long meeting about a topic that had 11 some controversy associated with the School District's office 12 and we had a number of people who were adding their wisdom to 13 that. And it can be a controversial topic. So there was 14 discussion on both sides of the issue. 15 I recall when Council Member Jones said something, I 16 think it was interpreted as being a comment about some 17 person's intentions related to the issue. And, as I recall, 18 the Mayor said something along the lines of -- well, he said 19 something that Council Member Jones did not take well. 20 MR. POTTER: Okay. 21 MR. MALIN: Is how I would phrase it. You should 22 watch the meeting to get the exact context of that. 23 MR. POTTER: Okay. So back up a little bit. Where 24 did this one-on-one meeting with Councilperson Jones take 25 place?	Page 11 1 MR. MALIN: Yes. Yes. And the term intervention was 2 used. I -- again, I -- as I recall, that meeting occurred the 3 day after, the day after the council meeting in which Council 4 Member Jones made the statement. Or it would have been the 5 week thereafter. 6 MR. POTTER: Okay. 7 MR. MALIN: It was, again, prior to the transcription 8 of the -- done by staff. 9 So the -- so -- and I don't recall who brought up the 10 prior -- this statement. But -- but I -- I do not exactly 11 recall obviously the verbatim language that she used. 12 MR. POTTER: Prior to that meeting -- 13 MR. MALIN: But -- but -- hold on. 14 MR. POTTER: Go ahead. 15 MR. MALIN: At some point I asked her about an 16 investigation. And she said she did not want an 17 investigation, she wanted an intervention. She wanted me to 18 have a conversation with the Mayor about her request. 19 MR. POTTER: Okay. Prior to that discussion, had you 20 been informed by anybody at the City that they wanted to 21 investigate comments that she made? 22 MR. MALIN: I don't believe -- well, I don't believe 23 so. I recall Council Member Pacheco visited with me after 24 this meeting concluded in my office. And that discussion 25 included some conversations about Council Member Jones'

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1 comments. 2 I don't recall that I would have had a conversation 3 with the City Attorney prior to the conversation that I had 4 with Council Member Jones. But subsequently I had 5 conversations with the City Attorney and the Human Resources 6 Director about these statements and about whether or not a 7 investigation was necessary. 8 MR. POTTER: Did you offer an opinion as to whether 9 or not an investigation was necessary? 10 MR. MALIN: At which point? 11 MR. POTTER: After your meeting with Councilperson 12 Jones where she said she didn't want an investigation, she 13 wanted an intervention. 14 MR. MALIN: Yes. 15 MR. POTTER: After Councilperson Jones said she 16 didn't want an investigation, she wanted an intervention, did 17 you inform the City Attorney or HR Manager that an 18 investigation wasn't needed? 19 MR. MALIN: I'm going to look at my calendar to try 20 to get the dates correct. 21 So if this statement was made on September 6, then 22 there would have been a -- what we call an agenda meeting on 23 either the 11th or 12th of September. 24 And present in those meetings is typically the Mayor, 25 the City Attorney and the Mayor Pro Tem. I don't -- I don't	1 after we transcribed this. And, you know, the -- the 2 actionable words of sexual harassment can never be ignored. 3 And you follow the word blatant, you have to investigate it, 4 regardless of whether or not the individual requesting it 5 desires that to occur. 6 So then it was thus placed on the -- and was somewhat 7 unique in that this was a council member making these concerns 8 known at a council meeting about her appearance. So there 9 was -- I didn't directly participate in this but our HR 10 Director, along with our attorney, along with the insurance, 11 said that, you know, we need to conduct an investigation and 12 it would be appropriate -- most appropriate for the council to 13 authorize that. 14 So this would have been -- these things happen for 15 staffs for -- to me I just initiate that under my authority 16 because it involved council members, it was, again, necessary 17 or prudent for the council to authorize the investigation 18 publicly at a council meeting. So that's what they did on 19 September 20th. 20 MR. POTTER: Okay. Prior to seeing the transcribed 21 notes, and I guess prior to this City Council meeting, had 22 Councilperson Jones ever used the term "harassment" with you 23 in regards to describing the treatment that she received from 24 the board? 25 MR. MALIN: Not that I recall.
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1 keep notes of those meetings at all. And, as I said, I don't 2 recall whether or not the Mayor Pro Tem was at that meeting or 3 not. Sometimes he is, sometimes he's not. 4 But at that meeting, which I'm guessing is September 5 11 or 12th, there was a conversation -- I had a conversation 6 with the City Attorney about this -- about the comments and 7 about an investigation, and whether an investigation was 8 necessary or prudent. And I advised both the Mayor and the 9 City Attorney that Council Member Jones said that she did not 10 want an investigation, she wanted an intervention. 11 But the -- I think what transpired between the 6th 12 and that meeting on the 11th or 12th, is that this transcript 13 was created by staff, which would have been Friday or Monday 14 or maybe Tuesday, I don't know. 15 And you know, line 4, it has the phrase "blatant 16 sexual harassment." And, you know, out of an abundance of 17 caution and respect for the topic of sexual harassment and 18 consistent with our policy, we concluded jointly that an 19 investigation had to occur. We cannot ignore any concerns, 20 especially about sexual harassment, both for moral and 21 liability reduction reasons. 22 MR. POTTER: Sure. 23 MR. MALIN: So the -- the decision to conduct an 24 investigation was made, I'll say jointly, between the City 25 Attorney, the -- myself, the -- and the HR Director, you know,	1 MR. POTTER: All right. Prior to the City Council 2 meeting that you believe was September 6th or so, had 3 Councilperson Jones come to you with complaints about how 4 other board members were treating her? 5 MR. MALIN: Yes. 6 MR. POTTER: Did she give you any specifics? 7 MR. MALIN: The specifics will be lost to the memory, 8 but the essence of them were -- were similar. Council Member 9 Jones is both -- is the most junior member of the council in 10 two different ways. She is both most recent council member 11 and she's the youngest council member. 12 And she expressed concerns about -- about her status 13 on the council as a junior member, I think in both ways, and 14 sometimes would conflate those two, that she's the least 15 senior -- and by that I mean the newest member of the -- of 16 the council, and the youngest. 17 Concerns that are not dissimilar to concerns that I 18 have experienced with other newest members of councils. 19 MR. POTTER: Okay. Has she ever relayed to you that 20 any councilpersons used derogatory terms toward her? 21 MR. MALIN: No. 22 MR. POTTER: Has she ever relayed to you that she 23 thought that councilpersons made any gender based comments 24 towards her? 25 MR. MALIN: You know, I can't recall any. The -- and

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1 I'll tell you my recollection of her first meeting was 2 interesting that people -- some people -- I don't mean 3 council -- people went on their way to marginalize her -- her 4 experience. 5 The -- if you watch any of our council meetings 6 the -- it's not uncommon for people to explain how old they 7 are, tell you how old they are and explain how long they've 8 been in Seaside. That's something that happens here I think 9 more regularly than other places. 10 MR. POTTER: Okay. Prior to September 6th had she 11 relayed to you that she thought she was being treated 12 differently because she's female? 13 MR. MALIN: I don't believe so. I don't recall. 14 MR. POTTER: Prior to September 6th, did she ever 15 relay to you that she was being treated differently by the 16 councilpersons because of her race? 17 MR. MALIN: Never. 18 MR. POTTER: Did she ever relay to you that she 19 thought she was being treated differently by any 20 councilpersons because of her sexual orientation? 21 MR. MALIN: No. 22 MR. POTTER: And is it correct that she did relay to 23 you generally that she thought she was being treated 24 differently because she was younger than the City Council 25 persons?	1 MR. POTTER: Yes. 2 MR. MALIN: As it relates to the City Council, no. 3 MR. POTTER: Okay. As to anyone else? 4 MR. MALIN: Yes. 5 MR. POTTER: And what happened there? 6 MR. MALIN: The -- Council Member Jones expressed a 7 concern about a staff member's interaction with her. And an 8 investigation pursuant to the policy was initiated I believe. 9 MR. POTTER: Okay. In the statement Councilperson 10 Jones made at the September 6th meeting -- I'm just trying to 11 find the comment here -- she states that she had seen members 12 of the Board disrespect staff. 13 Had she ever relayed anything like that to you at any 14 point? 15 MR. MALIN: Not that I recall. The Council as a 16 whole is generally very good at not disrespecting staff. 17 MR. POTTER: Okay. Had any staff members complained 18 to you that they felt they were being disrespected by any City 19 Council members? 20 MR. MALIN: I think the only -- the short answer is 21 yes. 22 MR. POTTER: Who? 23 MR. MALIN: Oh, I think from time to time Council 24 members -- staff over interprets Council member comments. I 25 know that Council Member Jones is an example of once said that
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1 MR. MALIN: Again, it's hard to separate the being 2 younger from being the junior member of the council. 3 There's -- we had discussions about -- about 4 seniority on the council and how that -- and, you know, the 5 pros and cons of that. 6 My observations are that working members of any team 7 are best served by older contributing and under-complaining. 8 And the -- and I suggested a couple of different times that 9 Council Member Jones initiate conversations with Mayor Rubio 10 on opportunities for expanding her service and contributions 11 to the City Council -- to the City, as a member of the City 12 Council. 13 MR. POTTER: Are you familiar with the City of 14 Seaside policy against harassment and discrimination and 15 retaliation? 16 MR. MALIN: I am. 17 MR. POTTER: The copy I received says revised May 18 2018. Was there a similar policy with the same title prior to 19 that? 20 MR. MALIN: Yes. 21 MR. POTTER: Okay. At any point in time prior to 22 September 6th, did Councilperson Jones ever relay anything to 23 you that you felt potentially may trigger a violation of the 24 policy against harassment, discrimination or retaliation? 25 MR. MALIN: As it relates to the City Council or --	1 I was -- I don't want to use the wrong word -- I think grossly 2 incompetent, or something similar. And -- and I didn't take 3 that poorly. But I took that as it may have not been the best 4 choice of words in the moment. 5 So there will be -- I don't have specific 6 recollection, but there will be times when Council members 7 will say things in a way that staff members worry about, I 8 guess would be the best way to phrase it. 9 But I don't have -- I can't recall specific comments 10 that staff expressed concern about. I only vaguely recall one 11 instance. 12 MR. POTTER: And who made that complaint to you or 13 raised that issue with you? 14 MR. MALIN: Oh, it was a concern. Council Member 15 Jones read into the record an e-mail about citizens -- 16 questions and concerns about interview processes and being 17 appointed to a commission. And a number of people expressed 18 that they felt that that was something of a criticism, at 19 least against the City. 20 MR. POTTER: And who was that at the time? 21 MR. MALIN: It's [REDACTED] 22 [REDACTED] 23 MR. POTTER: And was [REDACTED] the one that spoke to you 24 about the issue she raised with you -- 25 MR. MALIN: Oh, I know we've had conversations on

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Page 20	1 that topic. There are -- there were other staff members who 2 raised the issue with me. 3 MR. POTTER: On that particular subject? 4 MR. MALIN: Yeah. Yeah. 5 MR. POTTER: Okay. Let's parse this out. 6 MR. MALIN: Okay. 7 MR. POTTER: Do you have any recollection of staff 8 members raising with you that they felt disrespected by any 9 Councilperson, other than Councilperson Jones? 10 MR. MALIN: Only that sometimes Council Member 11 Pacheco's questioning of Council -- or staff members is 12 somewhat more direct than the Council -- than the staff 13 members enjoy. 14 MR. POTTER: Okay. Have any staff members stated 15 that any council members used derogatory terms towards them? 16 MR. MALIN: Never. Never. 17 MR. POTTER: Has any staff member said -- 18 MR. MALIN: Other than me being called grossly 19 incompetent once. 20 MR. POTTER: Have any staff members raised with you 21 that any council members directed profanity towards them? 22 MR. MALIN: Absolutely not. 23 MR. POTTER: Have any staff members raised with you 24 that they felt council persons were treating them differently 25 because of their gender?	Page 22
Page 21	1 MR. MALIN: No. 2 MR. POTTER: Have any staff members raised with you 3 that they thought council members were treating them 4 differently because of their race? 5 MR. MALIN: No. 6 MR. POTTER: Once the City made its decision or a 7 decision was made to investigate the situation, have you spoke 8 to Councilperson Jones about this topic? 9 MR. MALIN: I don't know that I've spoken with her. 10 I've communicated with her a couple times via text. I think I 11 said I gave her a heads up that this is going to be on the 12 agenda. 13 I can try to find that. 14 Yeah, here it is. It says Monday, September 17, 4:01 15 P.M. This is me to Council Member Jones. "A heads up, the 16 City Attorney has recommended adding a motion to Thursday's 17 agenda authorizing staff to engage the services of an 18 independent investigator to review the concerns you stated at 19 the last council meeting. It will be on the consent agenda." 20 And then she replies "Thanks." 21 And after that she replies "Call me ASAP please on 22 this number." 23 So I don't know if I did or did not. 24 And I don't know if that's -- I forget the text. I 25 don't know if --	Page 23

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Page 24	1 gender diversity on the boards reporting on gender diversity 2 on boards. In my prior job I recall going through the 3 transformation of boards that were principally men to try and 4 find the very best candidates that we could who were women to 5 sit on the boards. 6 MR. POTTER: And so boards, can you give me an 7 example of a board. 8 MR. MALIN: Sure. So we have a Planning Commission, 9 we have a Board of Architectural Review. We have Parks and 10 Recreation Commission, an Environmental Commission, a Homeless 11 Commission. You know, we have more than half dozen boards and 12 commissions that sits on and voluntary serves on. And they're 13 ultimately appointed by the Mayor and Council. And the Mayor 14 and Council are the ones who decide who serve on those boards. 15 MR. POTTER: Okay. The City Council meetings, are 16 they all recorded via video? 17 MR. MALIN: If the recording equipment is working, 18 yes. 19 MR. POTTER: And are those maintained? Is there a 20 practice at the City -- 21 MR. MALIN: I'm not sure for the City's practice. 22 MR. POTTER: Do you know how far those go back? 23 MR. MALIN: I don't. I have never watched them. 24 Never re-watched one. 25 MR. POTTER: Okay. Did Councilperson Jones ever tell	Page 26	INTERVIEW OF DAVID PACHECO 1 2 3 MR. POTTER: Good afternoon. We talked a little bit 4 off the record. I introduced myself. I'm here conducting an 5 investigation for the City of Seaside. We have a court 6 reporter here just taking down what's said. You're not under 7 oath. It's just a way -- 8 MR. PACHECO: I got it. 9 MR. POTTER: -- to bypass the notes and all that. We 10 shouldn't go too long. If you need a break for any reason, 11 just let me know and we'll take that break. I'm just here to 12 find out what you know and also what you don't know. So if 13 you don't know something or don't recall, those are fine 14 answers too. There's no right or wrong answers today. Okay? 15 You are currently a council member for the City of 16 Seaside. How long have you held that position? 17 MR. PACHECO: This is my fifth -- going into my sixth 18 year. It's just starting. December will be my sixth year. 19 Starting my sixth year. 20 MR. POTTER: During the last two years have you held 21 any positions like Mayor or Mayor Pro Tem on the council? 22 MR. PACHECO: No. 23 MR. POTTER: Okay. 24 MR. PACHECO: For one meeting, nobody was there. 25 MR. POTTER: Okay.
Page 25	1 you that she had any type of written documentation regarding 2 complaints or grievances she had against board members? 3 MR. MALIN: No. 4 MR. POTTER: All right. I don't believe I have any 5 other questions. 6 Do you have anything that you think is important to 7 this topic that we haven't covered that I should know? 8 MR. MALIN: I don't believe so. 9 MR. POTTER: All right. I'm going to give you one of 10 my cards. If something comes up after today's meeting that 11 you think might be important or you need to change anything 12 that was said or add to it, feel free to reach out to me via 13 phone or e-mail. Okay? 14 MR. MALIN: Okay. 15 MR. POTTER: Thank you. 16 MR. MALIN: Thank you. 17 (Interview concluded.) 18 19 20 21 22 23 24 25	Page 27	1 MR. PACHECO: I was Mayor for a day. 2 MR. POTTER: How did it feel? 3 MR. PACHECO: Scary. 4 MR. POTTER: All right. I'm going to put in front of 5 you what's been given to me and it's purportedly transcribed 6 notes from the City Council meeting on or about September 6. 7 Go ahead and just read those, look at those, whatever 8 you need to do, and let me know if you recall being at the 9 meeting where those statements were made. 10 MR. PACHECO: I -- I, just reading the first line, 11 that sounds very familiar. 12 MR. POTTER: Okay. At any point in time have you 13 heard any council members make any comments on Councilperson 14 Jones' appearance? 15 MR. PACHECO: No. 16 MR. POTTER: At any points in time have you heard any 17 council members make comments on Councilperson Jones' hair? 18 MR. PACHECO: No. 19 MR. POTTER: Have you ever heard any council person 20 make comments about Councilperson Jones' makeup? 21 MR. PACHECO: No. 22 MR. POTTER: Have you ever heard any council members 23 make any comments about the clothes that Councilperson Jones' 24 wears? 25 MR. PACHECO: No.

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Page 28 1 MR. POTTER: Have you ever heard any council members 2 make any comments that Councilperson Jones was mean or "the 3 mean one"? 4 MR. PACHECO: Mrs. Jones was the mean one? 5 MR. POTTER: Yes. 6 MR. PACHECO: No. 7 MR. POTTER: Has Councilperson Jones ever informed 8 you personally that she had seen any board members 9 disrespecting staff members? 10 MR. PACHECO: No. 11 MR. POTTER: Have you ever observed board members 12 disrespecting staff members? 13 MR. PACHECO: I would say that some council members 14 come a little -- are more aggressive than others. 15 MR. POTTER: How so? 16 MR. PACHECO: I think Mrs. Jones -- I don't 17 remember -- I don't remember any of the verbiage, I just know 18 made a sharp attack -- not a sharp attack but a pointed remark 19 to the City Manager at one meeting and to, I want to say, 20 Daphne at one meeting. 21 MR. POTTER: Who's Daphne? 22 MR. PACHECO: She was the former Finance Director. 23 And that may be wrong. But I remember definitely the City 24 Manager. It was very, very aggressive, beyond just a tad 25 aggressive.	Page 30 1 members? 2 MR. PACHECO: I wouldn't think so, no. To be very 3 blunt, we may, to include me, have been very point -- not 4 critical, just saying we expect this to be here. I wouldn't 5 say it was aggressive, it was just trying to get an answer. 6 But it wasn't what I would consider sharp. I'm sure other 7 council have done that too. But nothing what I personally 8 would consider over the top. 9 MR. POTTER: Do you have any knowledge of any 10 councilpersons making any gender based comments towards any 11 staff members? 12 MR. PACHECO: No. 13 MR. POTTER: Do you have any knowledge of any 14 councilpersons making any race based -- 15 MR. PACHECO: No. 16 MR. POTTER: -- remarks to the staff members? 17 Okay. Did you ever use words or the phrase "that's 18 just cute" or "just a cute idea" to Ms. Jones? 19 MR. PACHECO: No. 20 MR. POTTER: Have you discussed this investigation or 21 the events underlying it with Councilperson Jones? 22 MR. PACHECO: Yes. 23 MR. POTTER: When? 24 MR. PACHECO: This is all I remember. Okay? It was 25 a Thursday council meeting when she made her remarks. A day
Page 29 1 MR. POTTER: So you thought -- 2 MR. PACHECO: In my mind that it was a sharp -- not a 3 sharp attack but it was a pointed -- you knew that Mrs. Jones 4 was very upset and everybody -- I was definitely aware of it. 5 To me it was kind of obvious. 6 MR. POTTER: Can you recall what was said? 7 MR. PACHECO: No. I just know I -- it was just 8 something that stood out. No, I don't have a clue. 9 MR. POTTER: Generally, when did this occur? 10 MR. PACHECO: Within the last three to six months. I 11 mean, it hasn't occurred for the last -- let's see, this is 12 October. So somewhere between August and a month or two 13 before that, July -- June, July, August in that range I think. 14 MR. POTTER: This year? 15 MR. PACHECO: This year. 16 MR. POTTER: Okay. And that comment was made during 17 open session at a board meeting? 18 MR. PACHECO: Yes. 19 MR. POTTER: So that would be on video? 20 MR. PACHECO: Sure. But I can't even tell you what 21 it's about though. It was my impression it was a sharp 22 attack. 23 MR. POTTER: Sure. 24 Other than that incident that you described, have you 25 observed any other council members disrespecting staff	Page 31 1 or two there afterwards I had some concerns because Ms. Jones 2 said that she wouldn't have the documents available for us to 3 read. And I had other concerns too but I'll put that aside. 4 And I asked the City Manager I wanted to see the 5 documents because if I'm going to be accused, I want to know 6 what for. And he said -- I can't get the -- the correct 7 verbiage but basically that it wasn't going to go to 8 investigation; that Mrs. Jones had changed her mind, she just 9 wanted something to -- someone to oversee something and 10 basically was going to talk to one individual. And -- and 11 resolve the problem and move forward. 12 So at that point I did that. And then -- so I 13 assumed it was -- I don't want to say -- it wasn't going to go 14 where it is. So I had a meeting with Kayla regarding I'm not 15 sure what before we knew there was going to be an 16 investigation. And I just said to her somehow -- and again, 17 the verbiage is -- I don't remember, but the nutshell was did 18 I do anything wrong to offend you because I thought it was 19 wrong. 20 She said no. She said what her belief was. And that 21 was the end of the subject. But that was before knowing -- 22 that window of time we weren't going into investigation, we 23 thought it was just going to be a different level of -- it was 24 my assumption, what I was told, it was going to be a different 25 level of research, kind of what it says in that last

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Page 32 1 paragraph, that it wasn't going to go there, she just wanted 2 someone, I want to say to observe or look at it, without going 3 into an investigation situation. 4 MR. POTTER: Okay. Just so I'm understanding you, 5 you asked her if you had said or did anything that may have 6 offended her. And she said no, right? 7 MR. PACHECO: Right. 8 MR. POTTER: And then do you recall specifically what 9 she told you after that? 10 MR. PACHECO: She said the Mayor had said that -- at 11 certain meetings said she had looked nice. Nothing, you know, 12 or she was attractive, things of that nature. Nothing -- you 13 know, attractive, nice, had a nice outfit on, whatever, you 14 know, those kinds of comments. 15 MR. POTTER: So do you recall specifically the 16 comments she said the Mayor made, or are you just 17 generalizing? 18 MR. PACHECO: She looked nice, and I think he said at 19 one time she said that she was attractive and that the Mayor 20 had commented about my red dress and I like red dresses. I 21 mean, that -- he liked the red dress. 22 MR. POTTER: Any other comments that she -- 23 MR. PACHECO: No, it was really brief. Again, I just 24 wanted -- since it was going to go away, I thought, which 25 obviously I was wrong, I just wanted to see if it was me and	Page 34 1 MR. POTTER: And did she tell you over what period of 2 time -- 3 MR. PACHECO: No. It was like about a three 4 minute -- two-minute topic mentioned, amongst other ones. 5 MR. POTTER: Okay. Have you heard any councilpersons 6 make any comments that you thought were gender based or gender 7 inappropriate? 8 MR. PACHECO: No. 9 MR. POTTER: Have you ever heard any councilpersons 10 make any comments that were race based or racially 11 inappropriate? 12 MR. PACHECO: No. 13 MR. POTTER: Did Councilperson Jones ever share with 14 you any information about written documentation she had 15 pertaining to the conduct that she objected to or thought was 16 inappropriate? 17 MR. PACHECO: I think the only thing I remember her 18 saying was at that meeting she said if anybody wants to see my 19 documentation, they are welcome to it or, you know, please ask 20 or something like that. That's what I -- but other than 21 that... 22 MR. POTTER: Do you know what she was referring to? 23 MR. PACHECO: I assume she was referring to when 24 incidents happened, she made documentation of it. 25 MR. POTTER: But that's just your assumption?
Page 33 1 if it was going away, I wanted to say hey, you know, I 2 didn't -- I didn't think it was, I was pretty confident it 3 wasn't because I try to be very careful. But she provided 4 that information. 5 MR. POTTER: Did Councilperson Jones relay to you 6 when these comments happened? 7 MR. PACHECO: No. 8 MR. POTTER: Did she tell you where it had happened? 9 MR. PACHECO: No. I knew -- I can honestly say it 10 wasn't -- I never saw anything of that nature at all. I mean, 11 like none, not even a hint at closed session or on the Dais. 12 MR. POTTER: And you also didn't hear anything like 13 that? 14 MR. PACHECO: No. But I don't come back here -- 15 after the meetings they come back and eat. I don't do that. 16 MR. POTTER: Okay. 17 MR. PACHECO: So my time back here when they're 18 eating, I don't -- I very rarely walk in here. 19 MR. POTTER: Okay. Did Councilperson Jones share 20 with you her reaction to these comments? 21 MR. PACHECO: I -- in general, I don't remember 22 exactly but she was offended by the comments. 23 MR. POTTER: Did she tell you if she had any response 24 to when these comments were made to the Mayor? 25 MR. PACHECO: No. Not that I recall.	Page 35 1 MR. PACHECO: Yeah. 2 MR. POTTER: Okay. Have you had any conversations or 3 communications with Councilperson Jones about her 4 participation in this investigation? 5 MR. PACHECO: No. 6 MR. POTTER: The statements that Councilperson made 7 at the September 6th meeting she states "I had conversations 8 with the City Manager privately about this, I have had 9 conversations with one other colleague about this." 10 Do you have any information as to who that colleague 11 might be? 12 MR. PACHECO: Strong assumption but -- it wasn't me. 13 I know it wasn't the Mayor -- I don't know but I'm very 14 confident it wasn't the Mayor, confident it wasn't Dennis. So 15 my strong assumption, I'd bet three dollars, it was Jason. 16 I'm just -- you know, and they're good associates. 17 MR. POTTER: Okay. 18 MR. PACHECO: I'm a good associate too but I think 19 they're same -- more similar in age. 20 MR. POTTER: Okay. I don't have any further 21 questions. 22 Do you have any information pertaining to this 23 subject that you think might be relevant for me to know? 24 MR. PACHECO: Not really. Just I think -- I think 25 what I have witnessed and this is not formal, just from what I

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Page 36	1 have witnessed on the council and back here during meetings is 2 that all the council -- all the council have been treated 3 equally. Now the only thing I could think of is -- and I 4 think the Mayor is very good about this, when he believes that 5 we step out of line, true or not true, he puts us back in 6 line. You know, as far as getting the meeting back in line. 7 He's done that to me, he's done that to Jason and he's done 8 that to her. But he's done it consistently with all -- Dennis 9 never gets out of line, but, I mean, me, Jason and Kayla 10 occasionally push the envelope a little too hard. But he's 11 very consistent about -- very, very consistent about how he 12 brings us back. 13 MR. POTTER: Okay. Anything else? 14 MR. PACHECO: No. 15 MR. POTTER: I appreciate your time. If you leave 16 here today and remember something that you think might be 17 important or you need to modify a change in your answers, 18 contact Human Resources and they can get in touch with me. 19 Okay? 20 MR. PACHECO: Yes. 21 (Interview concluded.) 22 23 24 25	Page 38	1 from a City Council meeting, and I've been told they're City 2 Council minutes or a transcription from last September. 3 So go ahead and take a look at it, read it, whatever 4 you need to do. I just want to find out if you have a 5 recollection of being at that particular meeting. 6 MR. CAMPBELL: I definitely have a recollection of 7 being at this meeting. 8 MR. POTTER: And that was last month? 9 MR. CAMPBELL: Yeah. 10 MR. POTTER: Okay. So have you ever heard any 11 comments made to Councilperson Jones commenting on her 12 appearance? 13 MR. CAMPBELL: I think it's -- I believe I have. 14 MR. POTTER: Okay. And do you recall those comments? 15 MR. CAMPBELL: "You look nice." 16 MR. POTTER: Do you recall making that comment or do 17 you think you may have -- 18 MR. CAMPBELL: I mean, specific time, no, but I know 19 I -- it's not -- it's not unusual for me to do really for 20 anyone. 21 MR. POTTER: Okay. Was that a comment -- in what 22 setting was that, in session, out of session, do you recall 23 anything about the circumstances? 24 MR. CAMPBELL: It would have been -- it would have 25 been out of session for sure.
Page 37	1 INTERVIEW OF JASON CAMPBELL 2 3 MR. POTTER: We're on the record. We have a court 4 reporter here today but you're not under oath, you're not a 5 witness. It's just merely a better way to take notes so we 6 can refer to them later. 7 We are conducting an investigation in regards to some 8 comments and allegations made by Councilperson Jones during a 9 recent City Council meeting. So I'm here to find out from you 10 what you know and also what you don't know. There's no right 11 or wrong answers. "I don't know" and "I don't recall," those 12 are fine answers. We shouldn't go too long but if at any 13 point you need a break for any reason, let me know and we'll 14 take a break. Okay? 15 MR. CAMPBELL: Okay. 16 MR. POTTER: Now you're currently on the council. 17 And how long has it been on the case that you have been a 18 council member? 19 MR. CAMPBELL: I'm coming to the end of my four-year 20 term. 21 MR. POTTER: Do you have any other positions on the 22 council, like Pro Tem Mayor, anything like that? 23 MR. CAMPBELL: No. 24 MR. POTTER: All right. I'm going to put in front of 25 you what I've been given and told they are transcribed notes	Page 39	1 MR. POTTER: Was it in a work setting, so to speak, 2 or was this just -- 3 MR. CAMPBELL: No, definitely not. We don't... 4 MR. POTTER: It definitely wouldn't be a work 5 setting? 6 MR. CAMPBELL: No, we don't work together. So... 7 MR. POTTER: I guess work is a poor choice of words. 8 I mean conducting your business as City Councilpersons, was it 9 in connection with that, either before a meeting, after a 10 meeting, during a meeting? 11 MR. CAMPBELL: Specifically, I can't say. It could 12 have been at a dinner event, it could have been at -- if you 13 consider a dinner event that City Council members are invited 14 to, it could -- could have done it that way. 15 MR. POTTER: And you don't recall when this was? 16 MR. CAMPBELL: Specifically, no. 17 MR. POTTER: This year? 18 MR. CAMPBELL: As in the last eight to ten months? 19 Possibly, yes. 20 MR. POTTER: Do you recall anyone else being present 21 when you made that remark? 22 MR. CAMPBELL: No. I don't. But that doesn't mean 23 there wasn't somebody present. 24 MR. POTTER: Sure. 25 Did Councilperson Jones have any response to that?

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Page 40 1 MR. CAMPBELL: I can't say specifically. I mean, it 2 could have been -- could have been "Thank you," it could have 3 been -- I mean, I don't know. 4 MR. POTTER: Okay. Do you have any recollection of 5 her reaction, if any, to the comment? 6 MR. CAMPBELL: Not really. Not specifically, no. 7 MR. POTTER: Do you have a recollection of any 8 reaction, as you characterize it, as an adverse reaction? 9 MR. CAMPBELL: No. 10 MR. POTTER: At any point in time did you learn from 11 Councilperson Jones or anyone else that Councilperson Jones 12 had any objection to you telling her that she looked nice? 13 MR. CAMPBELL: Did I ever hear from anyone that she 14 might have had an objection to me saying that? 15 MR. POTTER: Including her. 16 MR. CAMPBELL: I do not recall, no. 17 MR. POTTER: Did she do or say anything after that 18 comment that would lead you to believe that she had any type 19 of objection to that comment? 20 MR. CAMPBELL: No, I don't recall anything like that. 21 MR. POTTER: Since that time, what's your rough 22 estimate as to the number of times that you were in contact 23 with Councilperson Jones? Would it be in the hundreds? 24 MR. CAMPBELL: I doubt it -- I doubt it. But since 25 which time? Since --	Page 42 1 MR. CAMPBELL: All in this (indicating). This -- 2 MR. POTTER: Right. Other than her saying that, do 3 you have any information or recollection of any other council 4 members ever commenting about her appearance? 5 MR. CAMPBELL: No. 6 MR. POTTER: Have you ever heard any council members 7 comment on Councilperson Jones' hair? 8 MR. CAMPBELL: I don't recall. 9 MR. POTTER: Have you ever heard any council members 10 make any comments about Councilperson Jones' makeup? 11 MR. CAMPBELL: Doesn't ring a bell either. I don't 12 recall that ever happening. 13 MR. POTTER: Have you ever heard any comments by 14 board members commenting on Councilperson Jones' clothes? 15 MR. CAMPBELL: No, I -- that doesn't ring a bell. 16 MR. POTTER: Have you ever heard any councilpersons 17 make comments that Councilperson Jones was mean or "the mean 18 one"? 19 MR. CAMPBELL: No. 20 MR. POTTER: Have you ever observed or heard any 21 board members being disrespectful to staff members in any way? 22 MR. CAMPBELL: I mean, that's kind of -- that's 23 obviously subjective. So I'll say yes. 24 MR. POTTER: Can you think of any instances or 25 examples?
Page 41 1 MR. POTTER: So you made a comment that she looked 2 nice. I'm just trying to get an idea, after that on how many 3 occasions do you think you guys interacted? 4 MR. CAMPBELL: Again, I don't know when this happened 5 but -- 6 MR. POTTER: Sure. 7 MR. CAMPBELL: -- we probably interact, you know, I 8 don't know, at least 10, 15 times a month. 9 MR. POTTER: Okay. And so since that comment was 10 made, there have been interaction between you two, correct? 11 MR. CAMPBELL: Yeah. That might be an exaggeration 12 10 or 15. I'm not sure. But anyway, we have two meetings a 13 month. So then -- yeah. And then probably we might be in 14 contact a couple of more times a week. So... 15 MR. POTTER: And she has your phone number? 16 MR. CAMPBELL: Uh-huh. 17 MR. POTTER: And she has your e-mail? 18 MR. CAMPBELL: Uh-huh. 19 MR. POTTER: And she's never made any reference or 20 objections to the comment that you made about her looking 21 nice, correct? 22 MR. CAMPBELL: Not -- no, I don't recall. 23 MR. POTTER: Okay. Other than yourself, have you 24 heard that any other board members ever commented on her 25 appearance?	Page 43 1 MR. CAMPBELL: Not specifically. But I can remember 2 staff members being upset, visibly upset. 3 MR. POTTER: Okay. Have you ever heard any board 4 members use any profanity towards staff members? 5 MR. CAMPBELL: No. 6 MR. POTTER: Have you ever heard any board members 7 make race-based comments to any staff members? 8 MR. CAMPBELL: No. 9 MR. POTTER: Have you ever heard any board members 10 ever make gender-based comments towards staff members? 11 MR. CAMPBELL: No. 12 MR. POTTER: Have you ever observed any council 13 members get physical with any staff members? 14 MR. CAMPBELL: No. 15 MR. POTTER: Pushing or shoving -- 16 MR. CAMPBELL: No. 17 MR. POTTER: Okay. So when you observed an instance 18 that one might consider being disrespectful to staff members, 19 is that more the tone of their voice or -- 20 MR. CAMPBELL: Yeah. Yeah. I'd say the tone of 21 their voice or just almost dismissive nature of their comment 22 or question from the dais. 23 MR. POTTER: So it would be more fall in the category 24 of being possibly impolite? 25 MR. CAMPBELL: Yeah.

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Page 44 1 MR. POTTER: She -- according to this statement, she 2 stated "I have had conversations with the City Manager 3 privately about this." And then it goes on to say "I have had 4 conversations with one other colleague about this." 5 Did Councilperson Jones ever communicate with you 6 about any of these issues that she raised during this council 7 meeting? 8 MR. CAMPBELL: It is possible I think but that would 9 have been a long time ago. 10 MR. POTTER: How far back? 11 MR. CAMPBELL: It would have been obviously after she 12 was elected. But, you know, so maybe a year and a half. 13 Maybe. It's a long time ago. So... 14 MR. POTTER: Sure. 15 Do you have a specific recollection of a conversation 16 with Councilperson Jones? 17 MR. CAMPBELL: I believe, if I recall correctly, when 18 she said she did not like the way someone had hugged her 19 maybe. 20 MR. POTTER: Was anything else raised at that time or 21 was it all concerning the hug? 22 MR. CAMPBELL: Yes. It might have been the hug. 23 MR. POTTER: Okay. Did she tell you who hugged her? 24 MR. CAMPBELL: No, I don't remember the details but 25 I -- I wasn't there. I mean, I didn't see it happen.	Page 46 1 MR. CAMPBELL: Like I said, this may have happened a 2 year and a half ago or so. 3 MR. POTTER: So around the time that she came to you? 4 MR. CAMPBELL: Yes. 5 MR. POTTER: Did she give you any information about 6 the circumstances, where it occurred? 7 MR. CAMPBELL: Probably but I -- I honestly don't 8 remember. It was a year and a half ago. 9 MR. POTTER: Did she tell you if there was anyone 10 that witnessed this? 11 MR. CAMPBELL: No, she didn't, I don't think. 12 MR. POTTER: And when she was raising this issue with 13 you, did she tell you her response or her reaction? 14 MR. CAMPBELL: No, I don't remember any specifics 15 like that, if she -- what her reaction was. I just know it 16 came to the level that she mentioned it to me. 17 MR. POTTER: Okay. 18 MR. CAMPBELL: So... 19 MR. POTTER: Did you have any response to her sharing 20 this with you? 21 MR. CAMPBELL: I probably did but I don't recall what 22 it was. 23 MR. POTTER: Was anything else discussed, other than 24 the hug? 25 MR. CAMPBELL: No. I don't think, no.
Page 45 1 MR. POTTER: Did she tell you who it was? 2 MR. CAMPBELL: No. It's been a long time so I'm not 3 positive. 4 MR. POTTER: But did she give you a name? 5 MR. CAMPBELL: It's possible, yeah. 6 MR. POTTER: But you don't recall that name? 7 MR. CAMPBELL: Right. 8 MR. POTTER: Was it a councilperson? 9 MR. CAMPBELL: No, I'm just -- I don't want to throw 10 names out there that just -- you know, I don't feel it's 11 appropriate. So I don't know -- you know, I wasn't there. I 12 didn't see it happen. 13 MR. POTTER: Understood. 14 But is it the case that she told you a name and you 15 recall it but you just don't want to share it, or you just 16 don't recall the name? 17 MR. CAMPBELL: I do not recall -- I can't say with a 18 hundred percent accuracy what name she said or who it was. So 19 no. 20 MR. POTTER: Okay. Did the person she identified, 21 was that a councilperson? 22 MR. CAMPBELL: It could have been but I'm not clear 23 on that. 24 MR. POTTER: Okay. Did she give you any details of 25 when this occurred?	Page 47 1 MR. POTTER: Other than that conversation where she 2 said she didn't like how someone hugged her, have you two had 3 any other conversations about anything that she objected to? 4 MR. CAMPBELL: I think she's commented on how people 5 have looked at her. 6 MR. POTTER: She shared that with you? 7 MR. CAMPBELL: I think so. That just sounds vaguely 8 familiar but, again, it's just -- I -- who it was, how it was. 9 MR. POTTER: She shared how City councilpersons 10 looked at her? 11 MR. CAMPBELL: That I do not know if it was a city 12 council member or not. 13 MR. POTTER: Was it a person or persons affiliated 14 with the City, being a councilperson or employee, or staff 15 member? 16 MR. CAMPBELL: I think it was in a very public 17 setting. So I don't know. 18 MR. POTTER: Is this something she shared with you on 19 a single occasion or this happened multiple times? 20 MR. CAMPBELL: I can only remember once that I think 21 she said that. 22 MR. POTTER: Are you paraphrasing what she said, she 23 spoke to you about how people had looked at her or -- 24 MR. CAMPBELL: Yes, definitely. I do not -- again, 25 I'm not...

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Page 48 1 MR. POTTER: All right. Did you have any response 2 when she shared that information with you? 3 MR. CAMPBELL: I don't remember, no. 4 MR. POTTER: When she had spoke to you about the hug, 5 did you share that information with anyone at the City? 6 MR. CAMPBELL: I don't remember. Do not know. 7 MR. POTTER: When Councilperson Jones spoke to you 8 about how people were looking at her, did you share that 9 information with anyone at the city? 10 MR. CAMPBELL: No. 11 MR. POTTER: Other than the comment -- conversations 12 where she spoke to you about a hug and about how people looked 13 at her, any other occasions where she came to you and objected 14 to how she was being treated by councilpersons? 15 MR. CAMPBELL: How she's being treated? 16 MR. POTTER: Well, let me be more specific. 17 Has she ever told you that she felt sexually harassed 18 by any board member? 19 MR. CAMPBELL: No. I think I've pretty much shared 20 every -- including this transcript (indicating). And this 21 transcript is probably the most detailed. 22 MR. POTTER: Okay. Other than the hug, did she ever 23 share with you that she experienced any type of physical 24 contact that she objected to? 25 MR. CAMPBELL: Not that I -- no, not that I recall.	Page 50 1 MR. POTTER: Did she ever share with you that she had 2 written documentation that would support her contention that 3 she was being mistreated by board members? 4 MR. CAMPBELL: No. I don't think so, no. 5 MR. POTTER: In her statement at the council meeting 6 in September she states "I believe that the behavior of this 7 council behind closed doors before council meetings and after 8 council meetings and during council meetings towards me is 9 completely unacceptable." 10 Did she ever share with you any instance or events 11 that she thought was an example of unacceptable behavior 12 towards her? 13 MR. CAMPBELL: No. I don't recall anything, no. 14 MR. POTTER: Have you had any communications with 15 Councilperson Jones about this investigation? 16 MR. CAMPBELL: Yes. 17 MR. POTTER: When was the last communication about 18 that? 19 MR. CAMPBELL: Might have been about a week ago. 20 MR. POTTER: Okay. And was that a phone call, in 21 person, how did that -- 22 MR. CAMPBELL: Probably a phone call. 23 MR. POTTER: And who initiated the call? 24 MR. CAMPBELL: I don't recall. 25 MR. POTTER: And what was discussed?
Page 49 1 MR. POTTER: Did she ever share with you that she was 2 subjected to any comments by board members that she objected 3 to? 4 MR. CAMPBELL: No, no, not -- I can't think of 5 anything specific, no. 6 MR. POTTER: Had she ever told you that she felt the 7 council members treated her different because she was a woman? 8 MR. CAMPBELL: Other than here (indicating)? Other 9 than this transcript? 10 MR. POTTER: Right. I'm not talking about public 11 comments. What I'm trying to find out with you directly, did 12 she ever tell you that she felt she was treated differently by 13 council members because she was a woman? 14 MR. CAMPBELL: I -- it's possible. I'm not recalling 15 specifics though. 16 MR. POTTER: Did she ever have any communications 17 with you that she thought she was being treated differently by 18 council members because of her race? 19 MR. CAMPBELL: I don't remember that either. I would 20 be surprised. I think I would remember -- for sure I would 21 remember that. 22 MR. POTTER: On the occasion where she communicated 23 with you about the hug and how people had looked at her, did 24 you document that in any way, a text, e-mail, notes? 25 MR. CAMPBELL: No. I don't text stuff.	Page 51 1 MR. CAMPBELL: That she never asked for an 2 investigation. She asked for a, what did she say, a 3 sensitivity training. 4 MR. POTTER: Is there a reason why she was relaying 5 this information to you? Did she tell you why she was 6 relaying to you that she didn't want an investigation? 7 MR. CAMPBELL: We are both campaigning right now and 8 we discuss, you know -- discuss things regularly, and that 9 would be -- that would be part of just regular discussions. 10 MR. POTTER: This phone conversation occurred before 11 or after the council voted to conduct the investigation? 12 MR. CAMPBELL: After. 13 MR. POTTER: Did she ever communicate with you about 14 whether or not she'd be willing to participate in any 15 investigation? 16 MR. CAMPBELL: No. 17 MR. POTTER: Are you familiar -- I'm not talking, you 18 know, word by word of a policy but are you familiar with the 19 City of Seaside's policy against harassment, discrimination 20 and retaliation? 21 MR. CAMPBELL: I'm familiar with the concept, yeah. 22 Two years I believe I took harassment training so... 23 MR. POTTER: Sure. 24 And have you ever observed anything done by council 25 members, whether that's words or actions, that you thought

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Page 52 1 potentially violated the policy against harassment, 2 discrimination, retaliation? 3 MR. CAMPBELL: No. 4 MR. POTTER: Did you ever hear a council member use 5 the phrase or words to this effect, that that's a cute idea to 6 Councilperson Jones? 7 MR. CAMPBELL: No. I mean, I don't recall hearing 8 that from -- it's -- I mean, it sounds vaguely familiar but 9 I'm not sure I guess maybe because of here (indicating) but I 10 don't recall it specifically, no. 11 MR. POTTER: All right. I don't have any other 12 questions for you. If after you leave -- I guess I do have 13 one more question for you. 14 Do you think that there's any information that you 15 know about that may be relevant to the comments that 16 Councilperson Jones made during the meeting or to this 17 investigation that we haven't covered? 18 MR. CAMPBELL: No. I -- yeah, no, this was a bit of 19 a surprise to me when it came out. 20 MR. POTTER: Okay. So we'll conclude your interview 21 today. If after you leave here you think boy, there's 22 something I should have mentioned I think that's relevant to 23 the investigation, or if you think you may have said something 24 that needs to be rephrased or said differently, just reach out 25 to Human Resources and they can reach out to me and we'll be	Page 54 INTERVIEW OF MAYOR RALPH RUBIO 1 2 3 MR. POTTER: Go on the record. I just introduced 4 myself off the record. We have a court reporter here today 5 but that's just merely for convenience to save me from note 6 taking. 7 MR. RUBIO: No, that's fine. 8 MR. POTTER: You're not under oath. It's not a 9 judicial matter -- 10 MR. RUBIO: Legal -- 11 MR. POTTER: Right, not a legal matter. It shouldn't 12 go too long but if any reason you need to take a break for any 13 reason, stretch your legs, make a call, just let me know and 14 we'll take that break. Okay? 15 MR. RUBIO: Uh-huh. 16 MR. POTTER: Today I've been retained by the City to 17 investigate some allegations made by Councilperson Jones. 18 MR. RUBIO: Uh-huh. 19 MR. POTTER: I'm here to find out what you know about 20 certain subjects but also what you might not know. So if you 21 don't know something or you don't recall, those are fine 22 answers. There is no right or wrong. I'm just here to gather 23 information. 24 MR. RUBIO: Right. 25 MR. POTTER: Okay. So you're currently the Mayor.
Page 53 1 in touch. 2 MR. CAMPBELL: Okay. 3 MR. POTTER: Okay. I appreciate your time coming in. 4 MR. CAMPBELL: Thanks. 5 (Interview concluded.) 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	Page 55 1 How long has that been the case? 2 MR. RUBIO: I started in 2004, went through to 2010. 3 Got unelected, came back in 2012 until now. 4 MR. POTTER: And since 2012 are you -- has it been 5 both Mayor and Councilperson the whole time? 6 MR. RUBIO: No, Mayor. The mayor is selected in a 7 general election. 8 MR. POTTER: Okay. 9 MR. RUBIO: A separate election. 10 MR. POTTER: All right. I'm going to put in front of 11 you what was given to me and I was told those are transcribed 12 notes from comments that were made by Councilperson Jones at a 13 recent City Council meeting. 14 MR. RUBIO: Yeah, I was there. 15 MR. POTTER: Okay. And that occurred early 16 September? 17 MR. RUBIO: Yes. 18 MR. POTTER: I'm going to ask you a few questions 19 about some statements that she made. Did you ever hear any 20 council members make comments to Councilperson Jones about her 21 personal appearance? 22 MR. RUBIO: No. 23 MR. POTTER: Did you ever hear any council members 24 make any comments to Councilperson Jones about her hair? 25 MR. RUBIO: No.

Interviews

Page 56 1 MR. POTTER: Did you ever hear any councilpersons 2 make any comments to Councilperson Jones about her makeup? 3 MR. RUBIO: No. 4 MR. POTTER: And did you hear any council members 5 make any comments about the clothes that Councilperson Jones 6 wears? 7 MR. RUBIO: No. 8 MR. POTTER: Have you ever heard any council members 9 refer to her as mean or "the mean one"? 10 MR. RUBIO: No. 11 MR. POTTER: And just in regards to all those 12 questions about board members making any comments, did you 13 yourself ever make any comments like that to Councilperson 14 Jones? 15 MR. RUBIO: No. Absolutely not. 16 MR. POTTER: And about midway down through the 17 statement she stated that she had conversations with the City 18 Manager privately, and that she also had conversations with 19 one other colleague about this. 20 Did Councilperson Jones ever come to you and relayed 21 to you that she felt any -- 22 MR. RUBIO: No. 23 MR. POTTER: -- council members were making 24 inappropriate comments to her? 25 MR. RUBIO: No.	Page 58 1 MR. POTTER: In her statement she said that she had 2 seen members of the board disrespect staff. Did she ever 3 relay that to you, apart from comments during the September 4 meeting? 5 MR. RUBIO: No. 6 MR. POTTER: Have you yourself observed any council 7 members disrespecting the staff? 8 MR. RUBIO: Yeah, I have, but I saw actually her do 9 it. 10 MR. POTTER: Okay. And what did you see? 11 MR. RUBIO: You know, she -- she was really 12 condescending and just would use language I wouldn't in the -- 13 in talking to staff. Impolite. 14 MR. POTTER: Was this on a single occasion that -- 15 MR. RUBIO: Maybe two occasions. I can't remember 16 the instances, I just remember -- because see, it's my job to 17 run an orderly meeting. And if a council member is starting 18 to repeat themselves too much because everybody else is not 19 following what they want to do, and they start trying to 20 badger people, I'll cut -- I'll slow that discussion down. Or 21 if someone is disrespecting another council member, I'll stop 22 them. And the same thing with if it's egregious, I'll stop 23 them, I just won't let it happen. 24 MR. POTTER: Okay. 25 MR. RUBIO: I'll try not to let it happen.
Page 57 1 MR. POTTER: Do you know who she may be referring to? 2 MR. RUBIO: I do not. 3 MR. POTTER: Prior to the council meeting in 4 September when she made these comments, did Councilperson 5 Jones ever tell you that she felt she was being harassed by 6 any board members? 7 MR. RUBIO: No. 8 MR. POTTER: At any point in time did she communicate 9 to you that she felt she was being treated differently because 10 she's a female? 11 MR. RUBIO: No. 12 MR. POTTER: At any point in time did she communicate 13 to you that she felt she was being treated differently because 14 of her race? 15 MR. RUBIO: No. 16 MR. POTTER: Did you or any council members ever tell 17 Councilperson Jones that she had a cute idea, or words to that 18 effect? 19 MR. RUBIO: No. 20 MR. POTTER: Okay. Apart from the comments that she 21 made September at that board meeting, did you ever learn from 22 any source that she had gone to other council members and told 23 them that she felt she was being treated differently because 24 of her gender or race? 25 MR. RUBIO: No.	Page 59 1 MR. POTTER: Your recollection about Councilperson 2 Jones being impolite with staff members, can you recall any of 3 the specifics of that? 4 MR. RUBIO: No. You know, for myself, I -- you know, 5 the staff to me are support people. And we as council members 6 are not allowed to direct them. We can ask the City Manager 7 for certain things and he directs the staff. And sometimes 8 her and other council members sometimes were a little too 9 direct, and sometimes they're -- they're not very sensitive in 10 the way they do that. 11 MR. POTTER: So is it fair to say you just can't 12 recall the specifics of -- 13 MR. RUBIO: Yeah, I just -- you know, it happens and 14 I try to -- I try to keep it from going any further. 15 MR. POTTER: Okay. But those instances, it was her 16 tone or demeanor that you thought was inappropriate, as 17 opposed to being profane or -- 18 MR. RUBIO: Yeah, tone and demeanor, yeah, in 19 responding. 20 MR. POTTER: Okay. 21 MR. RUBIO: Kind of like on her high horse talking 22 down. 23 MR. POTTER: Do you recall who the staff members 24 were? 25 MR. RUBIO: No.

Interviews

Page 60 1 MR. POTTER: Have you spoken to Councilperson Jones 2 about this investigation? 3 MR. RUBIO: No. Absolutely not. 4 MR. POTTER: During the September council meeting she 5 stated that she had written documentation if anyone wanted to 6 see that. Do you have any information as to what that may be? 7 MR. RUBIO: No. I'd love to see it. 8 MR. POTTER: I apologize -- 9 MR. RUBIO: No, it's okay. 10 MR. POTTER: At any point in time have you heard 11 members of the current council ever use any race-based 12 language? 13 MR. RUBIO: No. 14 MR. POTTER: Have you ever heard any members of the 15 current council make any gender biased comments? 16 MR. RUBIO: No. 17 MR. POTTER: Have you personally discussed any of the 18 topics with Councilperson Jones that she raised in the 19 September meeting? 20 MR. RUBIO: No. 21 MR. POTTER: Is there anything else you believe is 22 relevant or germane to the topics that Councilperson Jones 23 raised in the September meeting that we haven't already 24 touched on? 25 MR. RUBIO: I don't know what you touched on with	Page 62 1 MR. POTTER: And, just to be clear, when you say 2 she's hypersensitive, by way of background, do you know 3 what -- what she's alleging beyond what she stated at that 4 meeting? 5 MR. RUBIO: No, I don't. I do know we had a meeting 6 where the Gay Pride parade was on the agenda. And some of the 7 ministers came up and had some words about it. And they're 8 pretty forceful in their -- in their comments about how they 9 felt about any relationship to their scripture. And she came 10 out of the chair yelling at them "Shame on you, shame on you." 11 And, you know, I -- you can't do that. Okay? 12 And then afterwards, you know, she called them the 13 peanut gallery because they had comments. So, you know, I 14 find that she's not very tolerant. And, you know, sometimes 15 I'd have to, you know, settle her down because she can't do 16 that to the public. 17 MR. POTTER: Okay. And just to tie a bow around that 18 one topic, when you say she's hypersensitive, am I 19 understanding you because she used the term blatant sexual 20 harassment and based on your background and training in the 21 workforce and with labor and having harassment training, that 22 statement is completely inconsistent to what you observed 23 during her time on the -- 24 MR. RUBIO: I have not observed any blatant sexual 25 harassment. And I understand what that means.
Page 61 1 everybody else but I'll say that I think Council Member Jones 2 is a little hypersensitive. You know, I -- by trade I'm a 3 carpenter and I've been a union carpenter for 40 years. And 4 in that trade and employers I worked for they wouldn't 5 tolerate any, you know, outward sexual harassment or anything. 6 I mean, you know, everybody talks about the tradespeople, cat 7 calls and that. That didn't happen. And I mean from the '70s 8 on. 9 And I subsequent became a foreman, general foreman 10 and a superintendent. And it was -- I always had the training 11 on sexual harassment since they started doing that. 12 Throughout that whole time. And then when I became a union 13 organizer, I got hired by the Carpenters Union, I subsequently 14 had to take a yearly sexual harassment put on by our attorney, 15 Sandra Benson. And so that went on for 17 years, right? And 16 I managed three locals with men and women, and my job was to 17 make sure that no one got harassed in any way, from my union 18 members or the public or anybody that was associated with us. 19 So I've had the training, I know what it's all about. 20 But I don't know, you know, what her sensitivities are. So I 21 don't know. 22 MR. POTTER: Okay. 23 MR. RUBIO: I know that -- that I haven't done 24 anything that I wouldn't do in front of my mother, put it that 25 way.	Page 63 1 MR. POTTER: Or sexual harassment? 2 MR. RUBIO: Or sexual harassment, or any kind of 3 harassment. 4 MR. POTTER: Okay. Is there anything else you think 5 might be pertinent to the subject that we haven't covered, you 6 and I? 7 MR. RUBIO: No, I don't think so. I just try to run 8 a professional meeting and I expect my council members to act 9 professionally. And, you know, I can't enforce that other 10 than to, you know, caution them when they get out of line. 11 MR. POTTER: Okay. All right. Well, it was short 12 but I appreciate you taking the time out. If for some reason 13 after you leave today something pops in your head that you 14 think might be relevant that I should know or something that 15 you said you need to rephrase it or change, contact HR, 16 they'll get in touch with me and we can do that. 17 Otherwise, that's all I need from you today. 18 MR. RUBIO: Now, you know, we take this very 19 seriously. When someone says the words blatant sexual 20 harassment, we have no other choice but to have an 21 investigation. 22 MR. POTTER: Sure. 23 MR. RUBIO: We cannot let that stand in the public. 24 Because not only is it not fair to the person who feels 25 harassed, it is not fair to the people who are being accused

Interviews

	Page 64	
1	because it does affect their reputation.	
2	MR. POTTER: Understood.	
3	All right. Thank you, Mayor.	
4	(Interview concluded.)	
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Interviews

1 STATE OF CALIFORNIA)
) ss.
2 COUNTY OF MONTEREY)

3 The parties in the foregoing interviews appeared
4 before me, JENNA OSBORN, Certified Shorthand Reporter No. 8681
5 for the State of California.

6 The statements of the parties and all questions and
7 remarks by counsel were taken by me in shorthand at the time
8 and place therein named and thereafter, under my direction,
9 transcribed into longhand and is a true and correct transcript
10 of the statements that were given.

11 I further certify that I am not of counsel or
12 attorney for either or any of the parties to said statements,
13 nor in any way interested in the outcome of the cause named in
14 said caption and that I am not related to any party thereto.

15 IN WITNESS WHEREOF, I have hereunto set my hand this
16 17th day of October, 2018.

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CERTIFIED SHORTHAND REPORTER
FOR THE STATE OF CALIFORNIA

EXHIBIT 4

Roberta Greathouse - Meeting

From: Roberta Greathouse
To: Kayla Jones
Date: 9/26/2018 3:43 PM
Subject: Meeting

Hi Kayla,

I hope all is well with you. I left a voice mail on your cell phone line this morning. Donald Potter of the Law Office of Donald Potter out of Pasadena will be conducting an investigation into the issues you raised at the 9/6 Council Meeting. Mr. Potter can be here next week and I'm wondering if you would have time to meet with him on Tuesday, October 2nd. If that day doesn't work, can you please provide other options?

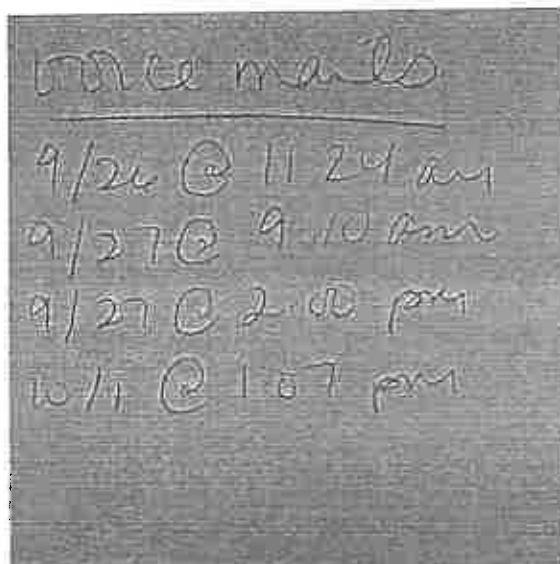
Please let me know at your earliest convenience.

thanks, Roberta

Roberta Greathouse, IPMA-SCP
Human Resources Director / Risk Manager
City of Seaside
440 Harcourt
Seaside, CA 93955
831-899-6713
fax 831-394-0717



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Message Id: 5BAC0B89.F4B : 30 : 52732
Subject: Meeting
Created By: Rgreathouse@ci.seaside.ca.us
Scheduled Date:
Creation Date: 9/26/2018 3:43 PM
From: Roberta Greathouse

Recipients

Recipient	Action	Date & Time	Comment
 IS_PO.COS	Delivered	9/26/2018 3:43 PM	
To: Kayla Jones (KJones@ci.seaside.ca.us)	Read	9/27/2018 10:47 AM	

Post Offices

Post Office	Delivered	Route
IS_PO.COS	9/26/2018 3:43 PM	ci.seaside.ca.us

Files

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Options

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Notify Recipients: Yes
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Security: Standard
To Be Delivered: Immediate

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Record Id:	5BABA919.COS.IS_PO.100.1636138.1.6EA80.1
Common Record Id:	5BABA919.COS.IS_PO.200.200001E.1.CBD82.1

Roberta Greathouse - Fwd: Meeting

From: Roberta Greathouse
To: Kayla Jones
Date: 9/27/2018 4:02 PM
Subject: Fwd: Meeting

Hi Kayla, sorry we haven't been able to connect. In order to move this along, and consistent with Council direction to complete the investigation as quickly as possible, I've scheduled you to meet with Mr. Potter at 2:00 p.m. on Tuesday, October 2nd in the conference room at City Hall.

If this doesn't work for you, please let me know by noon tomorrow so I can make other arrangements. Mr. Potter will be coming up from southern California and I'm trying to schedule the interviews on consecutive dates to minimize travel costs.

thank you, Roberta

>>> Roberta Greathouse 9/26/2018 3:43 PM >>>
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Please let me know at your earliest convenience.

thanks, Roberta

Roberta Greathouse, IPMA-SCP
Human Resources Director / Risk Manager
City of Seaside
440 Harcourt
Seaside, CA 93955
831-899-6713
fax 831-394-0717



Please consider the environment before printing this email and remember to print double-sided whenever possible.

Message Id: 5BAD618B.255 : 30 : 52732
Subject: Fwd: Meeting
Created By: Rgreathouse@ci.seaside.ca.us
Scheduled Date:
Creation Date: 9/27/2018 4:02 PM
From: Roberta Greathouse

Recipients

Recipient	Action	Date & Time	Comment
 IS_PO.COS	Delivered	9/27/2018 4:02 PM	
To: Kayla Jones (KJones@ci.seaside.ca.us)			

Post Offices

Post Office	Delivered	Route
IS_PO.COS	9/27/2018 4:02 PM	ci.seaside.ca.us

Files

File	Size	Date & Time
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Expiration Date: None
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Priority: High
Reply requested by None
Security: Standard
To Be Delivered: Immediate

Record Id

Record Id: 5BACFF1B.COS.IS_PO.100.1636138.1.6EB7F.1
Common Record Id: 5BACFF1B.COS.IS_PO.200.200001E.1.CBF69.1

From: Kayla Jones
To: Roberta Greathouse
Date: 10/1/2018 3:32 PM
Subject: meeting

I think you sent me an email about setting up a meeting but I can't find it. Can you re-send and I will send you days/times I'm available?

Thanks,
Kayla

Roberta Greathouse - Fwd: Meeting

From: Roberta Greathouse
To: Kayla Jones
Date: 10/1/2018 3:34 PM
Subject: Fwd: Meeting

Hi Kayla, here's the last email I sent you. thanks, Roberta

>>> Roberta Greathouse 9/27/2018 4:02 PM >>>

Hi Kayla, sorry we haven't been able to connect. In order to move this along, and consistent with Council direction to complete the investigation as quickly as possible, I've scheduled you to meet with Mr. Potter at 2:00 p.m. on Tuesday, October 2nd in the conference room at City Hall.

If this doesn't work for you, please let me know by noon tomorrow so I can make other arrangements. Mr. Potter will be coming up from southern California and I'm trying to schedule the interviews on consecutive dates to minimize travel costs.

thank you, Roberta

>>> Roberta Greathouse 9/26/2018 3:43 PM >>>

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Please let me know at your earliest convenience.

thanks, Roberta

Roberta Greathouse, IPMA-SCP
Human Resources Director / Risk Manager
City of Seaside
440 Harcourt
Seaside, CA 93955
831-899-6713
fax 831-394-0717



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Message Id: 5BB2A0F9.255 : 30 : 52732
Subject: Fwd: Meeting
Created By: Rgreathouse@ci.seaside.ca.us
Scheduled Date:
Creation Date: 10/1/2018 3:34 PM
From: Roberta Greathouse

Recipients

Recipient	Action	Date & Time	Comment
 IS_PO.COS	Delivered	10/1/2018 3:34 PM	
To: Kayla Jones (KJones@ci.seaside.ca.us)			

Post Offices

Post Office	Delivered	Route
IS_PO.COS	10/1/2018 3:34 PM	ci.seaside.ca.us

Files

File	Size	Date & Time
IMAGE.jpg	26084	
MESSAGE	2502	10/1/2018 3:34 PM
TEXT.htm	2413	10/1/2018 3:34 PM

Options

Auto Delete: No
Concealed Subject: No
Expiration Date: None
Notify Recipients: Yes
Priority: Standard
Reply requested by: None
Security: Standard
To Be Delivered: Immediate

Record Id

Record Id: 5BB23E89.COS.IS_PO.100.1636138.1.6ED32.1
Common Record Id: 5BB23E89.COS.IS_PO.200.200001E.1.CC387.1

Roberta Greathouse - Meeting set for 10/2 @ 2:00 in City Hall

From: Roberta Greathouse
To: Kayla Jones
Date: 10/1/2018 4:00 PM
Subject: Meeting set for 10/2 @ 2:00 in City Hall

Hi, yes, I just forwarded the emails to you - the meeting has been set at noted above. Thanks, Roberta

>>> Kayla Jones 10/1/2018 3:32 PM >>>

I think you sent me an email about setting up a meeting but I can't find it. Can you re-send and I will send you days/times I'm available?

Thanks,
Kayla

Message Id: 5BB2A710.FBB : 30 : 52732
Subject: Meeting set for 10/2 @ 2:00 in City Hall
Created By: Rgreathouse@ci.seaside.ca.us
Scheduled Date:
Creation Date: 10/1/2018 4:00 PM
From: Roberta Greathouse

Recipients

Recipient	Action	Date & Time	Comment
 IS_PO.COS	Delivered	10/1/2018 4:00 PM	
To: Kayla Jones (KJones@ci.seaside.ca.us)			

Post Offices

Post Office	Delivered	Route
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Files

File	Size	Date & Time
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TEXT.htm	553	10/1/2018 4:00 PM

Options

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Concealed Subject: No
Expiration Date: None
Notify Recipients: Yes
Priority: Standard
Reply requested by None
Security: Standard
To Be Delivered: Immediate

Record Id

Record Id: 5BB244A0.COS.IS_PO.100.1636138.1.6ED3C.1
Common Record Id: 5BB244A0.COS.IS_PO.200.200001E.1.CC393.1

EXHIBIT 5



Donald Potter <dp@donpotterlaw.com>

Conversation with Councilmember Jones

1 message

Roberta Greathouse <Rgreathouse@ci.seaside.ca.us>
To: Donald Potter <dp@donpotterlaw.com>

Mon, Oct 22, 2018 at 1:48 PM

Hi Don, on October 3, 2018, at just after 12:00 p.m., City Manager Craig Malin came to my office and he had Councilmember Jones on his cell phone. He put her on speaker and she said the following.

Councilmember Jones said she was working on October 2, 2018, and did not see my email to her regarding her appointment with you. She said she didn't know the investigation would be a public document and she wasn't going to say anything if it was going to be a public thing that the public could dissect.

She reiterated that she wants to have sensitivity training before the next strategic planning meeting, but she realizes that might not be happen.

She asked if the investigation would be discussed at the follow evening's Council Meeting. City Manager Malin stated that the public may bring it up, but that it wasn't on the agenda for discussion. It was suggested to her that she call the City Attorney if she had any further questions about the meeting.

Thank you, Roberta

Roberta Greathouse, IPMA-SCP
Human Resources Director / Risk Manager
City of Seaside
440 Harcourt
Seaside, CA 93955
831-899-6713
fax 831-394-0717



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**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Economic Development Manager

DATE: November 1, 2018

SUBJECT: **COASTAL ADMINISTRATIVE PERMIT NO. CAP-18-01: THE MONTEREY PENINSULA AUDUBON SOCIETY, APPLICANT, IS REQUESTING AUTHORIZATION FROM THE CITY COUNCIL TO PROCESS A COASTAL ADMINISTRATIVE PERMIT ON CITY IWNEED PROPERTY FOR THE PLACEMENT OF A TERN RAFT AT THE SOUTHERN END OF ROBERTS LAKE TO SERVE AS A FLOATING ECOLOGICAL BIRD HABITAT ISLAND. THE PROJECT SITE IS LOCATED IN THE COASTAL PARKS AND OPEN SPACE (CPOS) ZONING DISTRICT OF THE CITY OF SEASIDE LOCAL COASTAL IMPLEMENTATION PLAN. THE PROJECT IS CATEGORICALLY EXEMPT CLASS 4, SECTION 15301(A) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.**

PURPOSE & RECOMMENDATION

In accordance with Section 2.5.B - Nature Preserve, of the Seaside Coastal Implementation Program (CIP), the installation of a nature based ecological habitat station is subject to the issuance of a Coastal Administrative Permit (CAP). The City Council must provide authorization for the use of a permit on City owned property. Staff recommends that the City Council adopt the Resolution provided as Attachment 1 to the Staff Report to accept the findings, evidence and Conditions of Approval for the proposed Coastal Administrative Permit

BACKGROUND

The proposed tern raft will be located at the southern end of Roberts Lake as shown on Attachment 2. The adjoining land uses consist of a hotel to the north, hotels and a fast food restaurant to the east, sand dunes and roadway to the west and lake area to the north. Site photographs of the project location on the lake are provided as Attachment 3.

The Heermans Gull is a migratory bird species which are known to travel between the islands in the Gulf of California, Mexico, to the south, and as far as British Columbia, Canada, to north.

These gulls can be found both near shore or well out to sea, however, they are primarily coastal birds, choosing beaches, rocky shorelines, small off-shore islands, estuaries, kelp beds, and lagoons as roosting sites. The Heerman's Gull have become an emergent bird species in the Monterey Bay and sought to establish nesting areas around the Roberts lake area. To accommodate this "bird breeding pattern", the City of Seaside had three islands constructed in Roberts Lake as part of the Laguna Grande and Roberts Lake restoration project that took place between 1987 and 1989. These islands were intended to be vegetated, as plant roots were necessary to hold them together. Aerial Photo of the island locations is provided as Attachment 3, Overtime, Island 1 and Island 2 have sunk and/or disintegrated with Island 3 becoming too densely overgrown with vegetation to allow for the proper breeding environment. Attachment 4 provides an overall depth of Roberts Lake. The submerged islands are approximately 1-2 feet below the water. The remainder of Roberts Lake is 3-7 feet in depth. The Heermans Gull prefers a sandy area covered with rocks and wood debris to conceal their eggs within an area where their nests are closely located.

With the sinking and disintegration of the islands in Roberts Lake, the Heerman's Gull have resorted sought refuge on the rooftop of commercial buildings. Their most recent location was on the roof of the former two-story McDonald's building directly across the street from Roberts Lake to north at 1516 Canyon Del Rey Boulevard. As a result of this building being destroyed as a result of a fire from a vehicle crashing into the structure, the Heermans Gull are now seeking a refuge.

The applicants are seeking the consent from the City Council to place a 15' x 15' floating raft that emulates this type of environment. In accordance with the City's CIP, the installation of an ecological habitat within the CPOS zone is a permitted use. Per the CIP, all residents and property owners of the adjacent lands located within a 300 foot radius of Roberts lake have received notice of the City's intent to issue a Coastal Administrative Permit for the proposed use and the City Council hearing date whereby the Council will consent to and enter into an agreement with the applicant for the placement and maintenance of the tern raft on City owned property (Roberts Lake).

PROJECT DESCRIPTION

The tern raft will be positioned on the southern end of the lake and will be anchored to the bottom of the lake with stainless steel cable system as shown on project plans provided as Attachment 5. The applicant is proposing to model their raft after "tern rafts," which have gained popularity in the UK to create nesting habitat for gulls and terns. They can be built with a recycled plastic or wood frame, and use polystyrene or empty plastic or metal drums as flotation devices. The applicant would likely lean toward plastic framing for the sake of longevity and durability. The raft would be around 15' x 15' in size. Building guidelines from the Royal Society for the Protection of Birds can be found here: http://ww2.rspb.org.uk/Images/Designofrafts_tcm9-212589.pdf. Nesting images of the Heerman's Gulls is provided as Attachment 6.

Rather than having re-entry ramps on the raft, the applicant would like to have plexiglass sides that are about 18" in height. This will keep chicks on the raft until they fledge, and it will also allow them to be seen. It will also prevent geese and other waterfowl from loafing on the island

(which was a problem for the gulls on the original Roberts Lake islands).

Of note, while the nesting habitat of terns and Heermann's Gulls are very similar, terns tend to be tolerant of rafts that move quite a bit, whereas the Black-Headed Gull (a small gull that also likes to nest on these rafts) does not care for a highly mobile island. The raft would be covered with 1-2" of gravel, and add wooden beams and/or larger rocks to provide shelter and nooks and crannies for the gulls' nests and will protect them from predators.

The raft would also be modular, so that it could be added on to if more space is needed as the colony grows. The raft could also be constructed in segments to facilitate transportation, if need be. A video on the breeding biology of the Heerman's Gul on Isla Rasa in the Baja California can be accessed from the following web link:
https://www.youtube.com/watch?v=FUBX_tlHySc.

In the Resolution City staff has acknowledged that Roberts lake has been used for an annual model boat race. In discussion with the Audubon Society representative, the siting of the island has been placed at a location that model boat racing could occur between late August and January. The main nesting period for Heerman's Gulls is between February and August.

ENVIRONMENTAL

REVIEW

From an environmental standpoint, the project would qualify as being Categorically Exempt Class 4, Section 15304(d) from the California Environmental Quality Act. This exemption applies to projects that involve minor alterations in the condition of a waterway that results in the improvement of habitat for wildlife. The anchoring of the of the island would not alter the existing environment of the lake or hinder/negatively the migration or existence of any existing fowl or marine life.

FISCAL IMPACT

ATTACHMENTS

1. Attachment 1 Resolution
 2. Attachment 1 - Exhibit A Project Plans
 3. Attachment 2 - Location Map
 4. Attachment 3 - Site Photos
 5. Attachment 4 - Roberts Lake Depths
 6. Attachment 5 - Project Plans
 7. Attachment 6 - Bird Nesting Images
-

Meeting Date: November 1, 2018

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE, STATE OF CALIFORNIA, PROVIDING ITS CONSENT TO ALLOW FOR CITY STAFF TO PROCESS A COASTAL ADMINISTRATIVE PERMIT FOR THE PLACEMENT OF A FLOATING NATURE BASED TERN RAFT FOR HEERMAN'S GULLS NESTING ISLAND LOCATED ON THE SOUTH SIDE OF ROBERTS LAKE IN THE COASTAL PARKS AND OPEN SPACE (CPOS) ZONING DISTRICT. THE PROJECT IS CATEGORICALLY EXEMPT CLASS 4, SECTION 1504(D)) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, the City of Seaside, applicant and property owner, has applied for a Coastal Administrative Permit to allow:

1. A nature based tern raft island to be used as a nesting and habitat eco-recreation station to be located on the South side of Roberts lake in the coastal parks and open space (CPOS) zoning district.

WHEREAS, the proposed project requires non-discretionary approval under a Coastal Administrative Permit, and it is the responsibility of the City Council as the representatives of the City to consider and weigh the merits of the application and public input in relation to the policies, standards and intent of the Seaside General Plan and the Seaside Local Coastal Program for activities that occur on City owned properties, and

WHEREAS, the City Council considered oral comments and written information concerning the proposed project at a duly noticed public meeting held on November 1, 2018, and

WHEREAS, in accordance with the Guidelines for Implementation of the California Environmental Quality Act (CEQA), the project is exempt from the California Environmental Quality Act pursuant to Class 4, Section 15304(d).

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission adopts the following findings for Coastal Development Application No. CAP-18-01:

1. **The establishment, maintenance, or operation of the use or structure applied for will not under the circumstances of the particular case, be detrimental to health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvement in the neighborhood, or to the general welfare of the City.**

Evidence: The Coastal Administrative Permit (CAP) is for the installation of a 15-foot by 15-foot floating tern raft to be anchored to the lake bed of Roberts Lake approximately 1-2 feet below. The tern raft would be located within an area of the lake which previously had two man-made islands designed as bird nesting/habitat areas which have sunk and/or

disintegrated. The floating tern raft would be designed to resemble a natural nesting area for Heerman's Gulls and would not alter or adversely affect the adjoining Laguna Grande Regional Park open space area to the west or the commercial area to the north and south.

Evidence: The proposed development would be subject to the regulations set forth in the Seaside General Plan and the Local Coastal Program and would result in the installation of a floating tern raft that will provide an improved eco-restoration habitat site that would enhance the character of the community and recreational opportunities within the City's Coastal Zone.

- 2. The subject property is in compliance with all rules and regulations pertaining to the General Plan, zoning uses, subdivision, and any other applicable provisions of this Title, and any zoning violations have been resolved, including any abatement costs have been paid.**

Evidence: The proposed use is consistent with the City's General Plan Policy LU-1.3: The proposed project will enhance the identity of the City with the construction of a new, low cost eco-restoration bird habitat use within the City's Coastal Zone.

Evidence: The proposed use is consistent with the City's General Plan Policy LU-2.4: The proposed project will include the implementation of a nature preserve use consistent with the development standards outlined in the Coastal Implementation Plan.

Evidence: The proposed use is consistent with the City's General Plan Policy LU-4.1: The location of the park use will not result in any detrimental impact to the health, safety, and general welfare of the community.

- 3. The proposed project conforms to the public access and public recreation policies of the Coastal Act.**

Evidence: The proposed eco-restoration use will maximize the use of Roberts Lake by providing a safe nesting area for an emergent bird species which will maintain panoramic views for pedestrians at all lake viewing locations and surrounding environs and will enhance the public connectivity with the lake wildlife and fowl (Policy PAR-CZ-1.1.B).

Evidence: The proposed eco restoration tern raft will provide a lower cost visitor serving and public nature habitat facility (Policy PAR-CZ-1.1.D).

Evidence: The tern raft location has been sited on an area above a submerged island approximately 1-2 feet in depth so that the anchors will be installed without disrupting the natural habitat and provide a nesting area in order to be compatible with the adjacent environmentally sensitive habitat (ESHA) and to enhance the vegetative characteristics of Roberts Lake (Policy LUD-Z-3.1.A).

4. **The proposed development is in conformance with plans, policies, and requirements of the certified Local Coastal Program Land Use Plan and complies with all regulations of the Certified Implementation Program. Specific findings shall be made with respect to the following:**

- a. **The proposed development protects vegetation, natural habitats, and natural resources consistent with the LUP.**

Evidence: The project applicant will employ the use of Best Management Practices to ensure that the construction area is limited to the area over an existing submerged island approximately 1-2 feet below the water line and that there will be no silt or other sand/dirt entering the adjacent culvert controlling the low of ocean water entering Roberts lake to the west.

- b. **The design, location, size, and operating characteristics of the proposed development is consistent with any applicable design plans and/or area plans incorporated into the LUP.**

Evidence: The location, size, and operating characteristics of the project will be compatible with the character of the site, the adjacent environmentally sensitive habitat area of Roberts Lake, and the land uses and development intended for the surrounding neighborhood by the Seaside General Plan and Local Coastal Program

- c. **The proposed development maintains public access to and along the coast as set forth in the LUP.**

Evidence: The location of the proposed tern raft will not interfere with the existing crosswalks on the north and south sides of the Del Monte Boulevard and Canyon Del Rey Boulevard intersection which provides pedestrian and bicycle access to Roberts Lake and the interior trails/pathways within Roberts Lake which connect with public sidewalks on Canyon Del Rey that have direct connections to the coastal beach areas located within City of Seaside and the City of Monterey to the west.

- d. **The proposed development is consistent with the LUP goal of providing visitor-serving needs as appropriate.**

Evidence: The proposed tern raft will not have any impact on existing or future visitor-serving needs located within the Laguna Grande Regional Park boundaries, Roberts Lake or coastal boundaries located within the City of Seaside and the City of Monterey.

Evidence: The proposed project site improvements will be sited and constructed in accordance with the adopted development standards of the Coastal Implementation Plan for the City's certified Local Coastal Plan.

- e. **The proposed development is consistent with the LUP goal of encouraging coastal dependent and related uses as appropriate.**

Evidence: The proposed project is for the implementation of a tern raft that would serve as a floating eco-restoration island to support habitat and nesting of Heerman's Gulls which would not detract from or impede the City's ability to encourage the establishment of coastal related uses and fowl/marine wildlife.

- f. **The proposed development protects and where feasible enhances costal resources.**

Evidence: The proposed development for the tern raft will be installed using Best Management Practices to ensure that the development area is contained to within the general location of the site plan included with the project plans and will not adversely affect the natural environs of Roberts Lake or Laguna Grande Regional Park.

Evidence: The granting of a Coastal Administrative Permit will not create significant noise, limitations on public access to the coastal zone, traffic, visual interference, or other conditions or situations that may be objectionable or detrimental to other permitted uses in the vicinity or adverse to the public interest, health, safety, convenience, or welfare of the City.

BE IT FURTHER RESOLVED, that the City Council authorizes City staff to process a Coastal Development Permit Application No. CAP-18-01 subject to the following conditions:

Project Specific

Planning:

1. Except as modified by required conditions of approval, plans submitted for Coastal Development Permit approval shall substantially conform to the plans identified as "Roberts Lake Eco Tern Raft" stamped as received on November 1, 2018, and as approved by the Zoning Administrator on November 1, 2018. The project plans are provided as Exhibit "A".
2. Submit a grading and anchor system plan that in addition to showing how the tern raft is stabilized, it must also provide a maintenance plan to minimize negative impacts to adjacent properties and Roberts Lake.
3. The applicant shall enter into an agreement with the City of Seaside for the terms of allowing a tern raft to be placed within Roberts Lake and all terms with the removal of the tern raft if the raft is found to be maintained in noncompliance with the maintenance agreement or creates a documented impact on the visual character and natural migration of fowl and marine wildlife.

Standard:

4. This Coastal Administrative Permit is subject to procedures and requirements of Section 2.7 and Section 3.8 for the implementation of the project improvements, and those related to appeals and revocation in Section 3.12 of Title 18.10 of the Seaside Municipal.
5. The applicant agrees as a condition and in consideration of the approval of this discretionary permit that it will defend, indemnify and hold harmless the City of Seaside or its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul this approval. The applicant will reimburse the City for any court costs and attorney's fees, which the City may be required by a court to pay as a result of such action. City may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his obligations under this condition. The City shall promptly notify the applicant of any such claim, action, or proceeding, and the City shall cooperate fully in the defense thereof.
6. Any proposed future development shall comply with the requirements of the Fire, Planning, Code Enforcement, Building and Public Works Departments.
7. The project shall comply with the requirements and the applicable ordinances of the Monterey Peninsula Water Management District (MPWMD for any new irrigation within the medians.
8. The permit shall have no force or effect unless and until accepted, and the terms thereof agreed to, in writing, by the applicant and property owner within fifteen (15) days from the date of its approval.
9. This shall expire and become void 12 months from the date of approval, or upon the expiration of another time limit established by the review authority, unless use has commenced within the required time limit or the Planning Commission has granted an extension of time. In accordance with Section 3.8 of the CIP, the applicant must file request for time extension prior to expiration date of the Coastal Development Permit in order to receive consideration of a one-year time extension by the Commission.
10. For purposes of assuring compliance, the applicant, agents, representatives or their assignees agree not to deny or impede access to the subject property by City employees in the performance of their duties.

PASSED AND ADOPTED at the special meeting of the Planning Commission of the City of Seaside, State of California, on the 1st of November, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

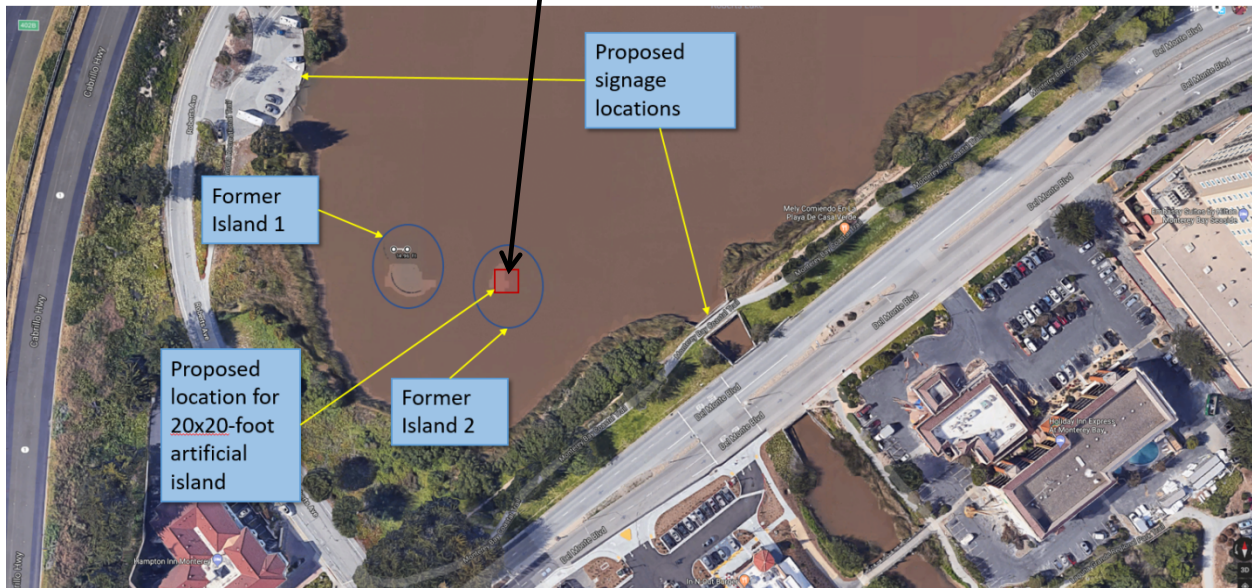
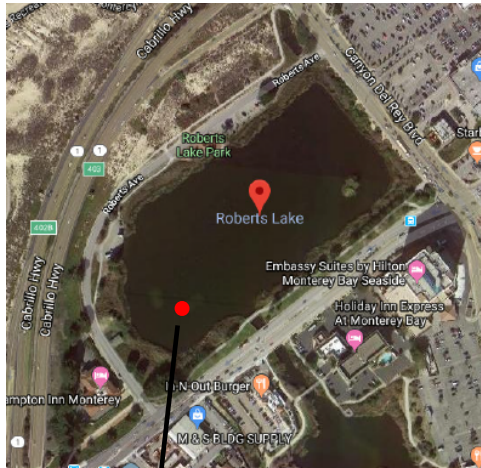
Ralph Rubio, Mayor

ATTEST:

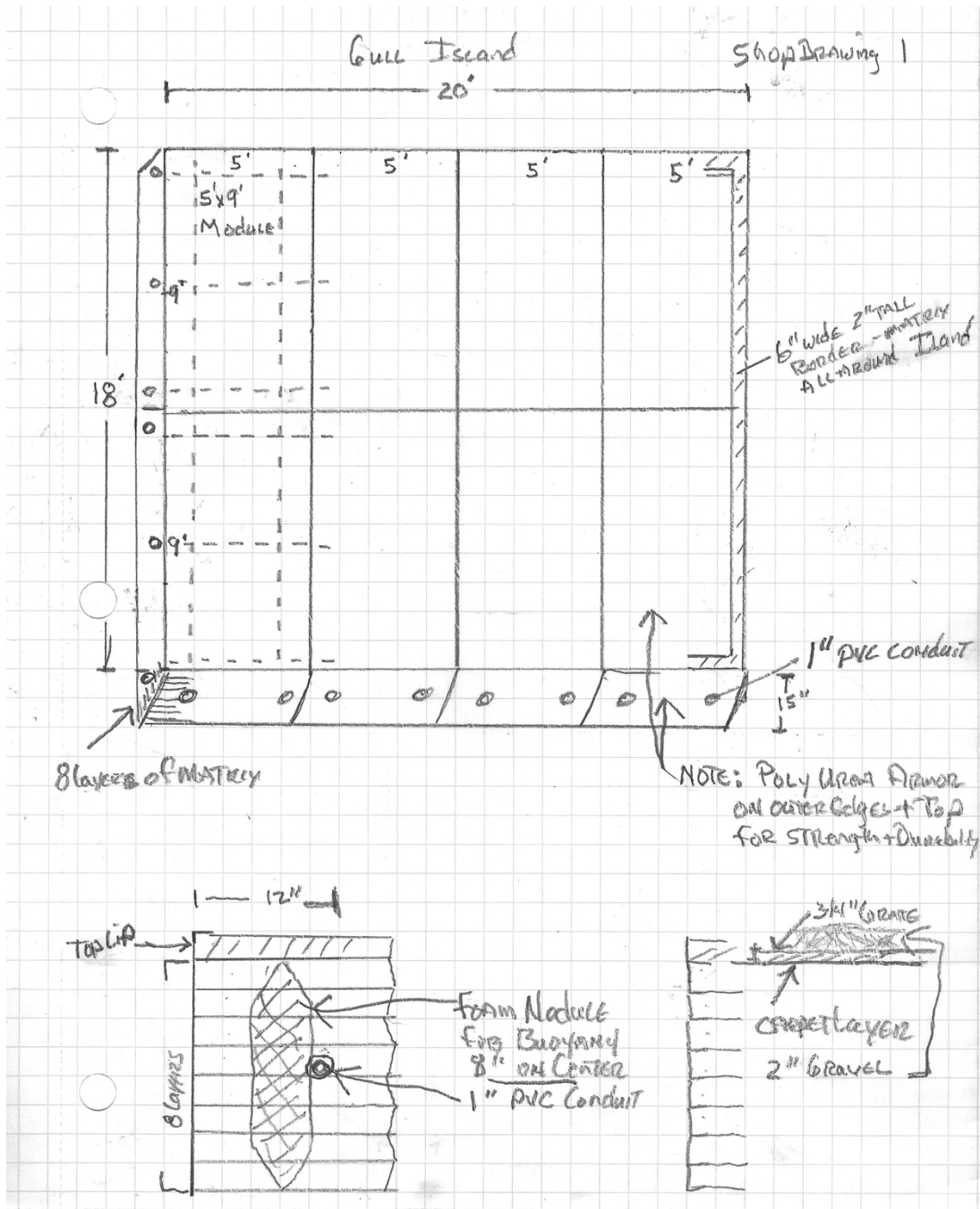
Leslie Milton, City Clerk

Site Plan

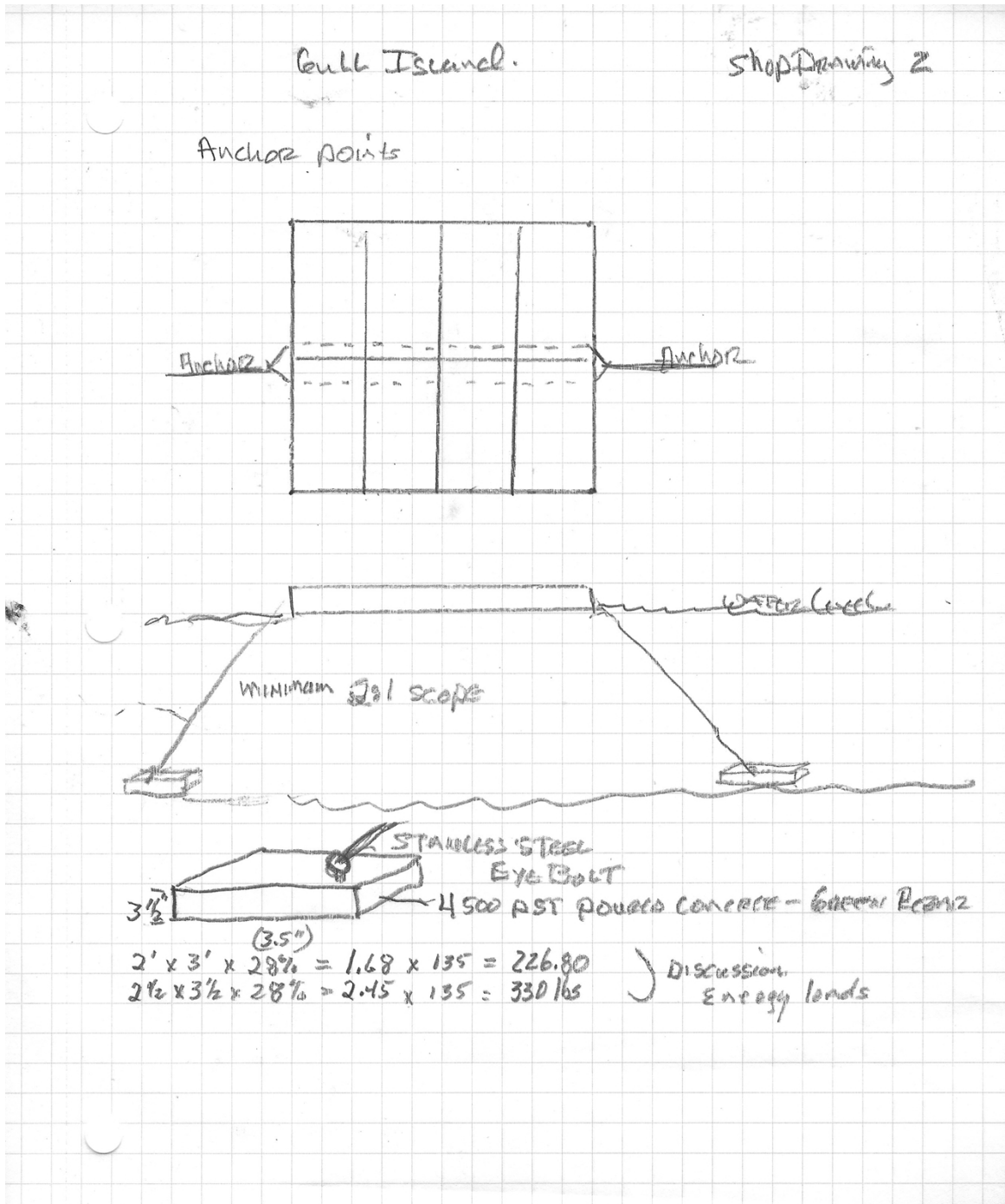
Location of Gull Island at Southern end of Roberts Lake



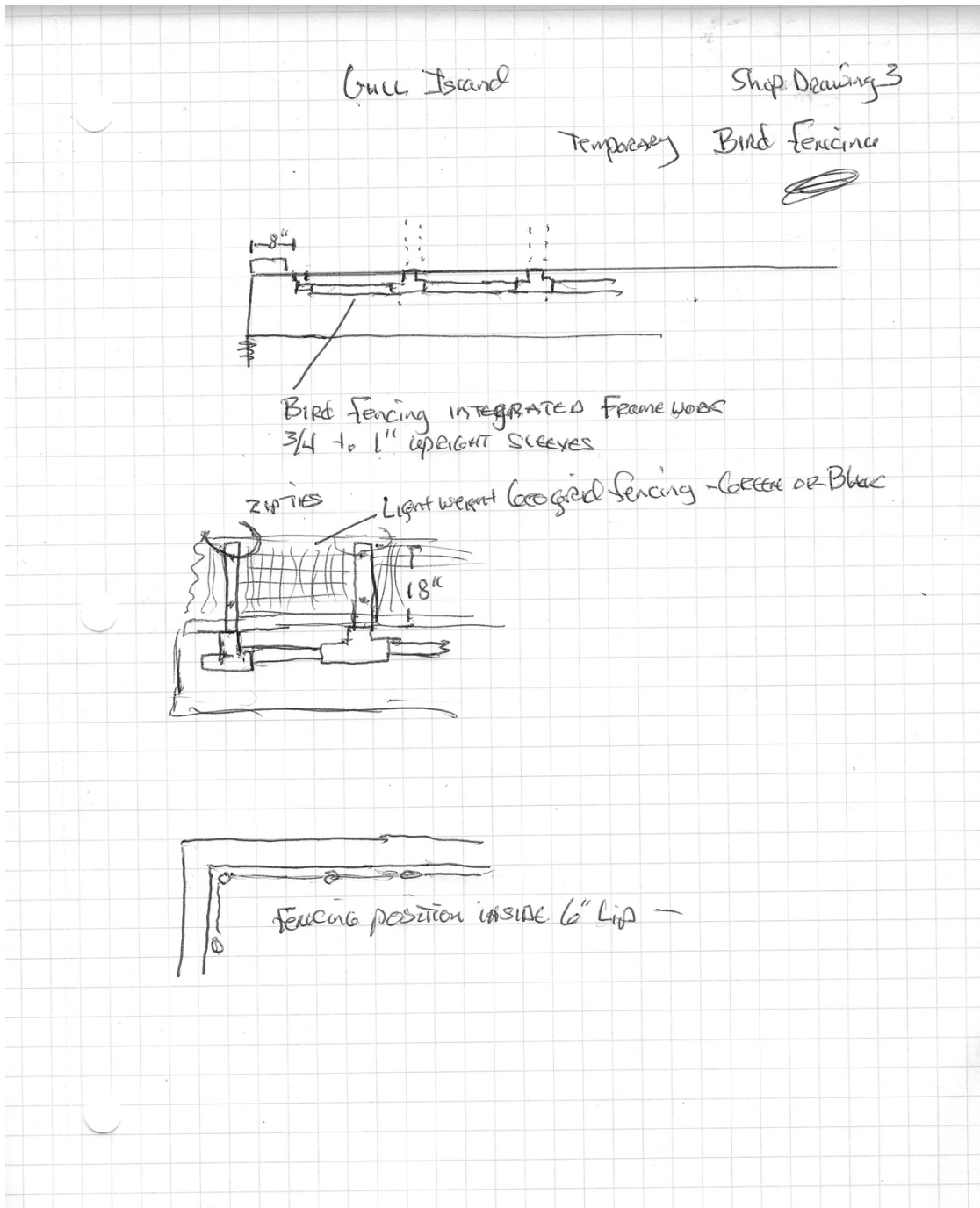
Overhead View of Gull Island



Anchor Plan for Gull Island



Fence Plan for Gull Island



Example of Tern Raft Island



Example of Plexi Glass Fencing

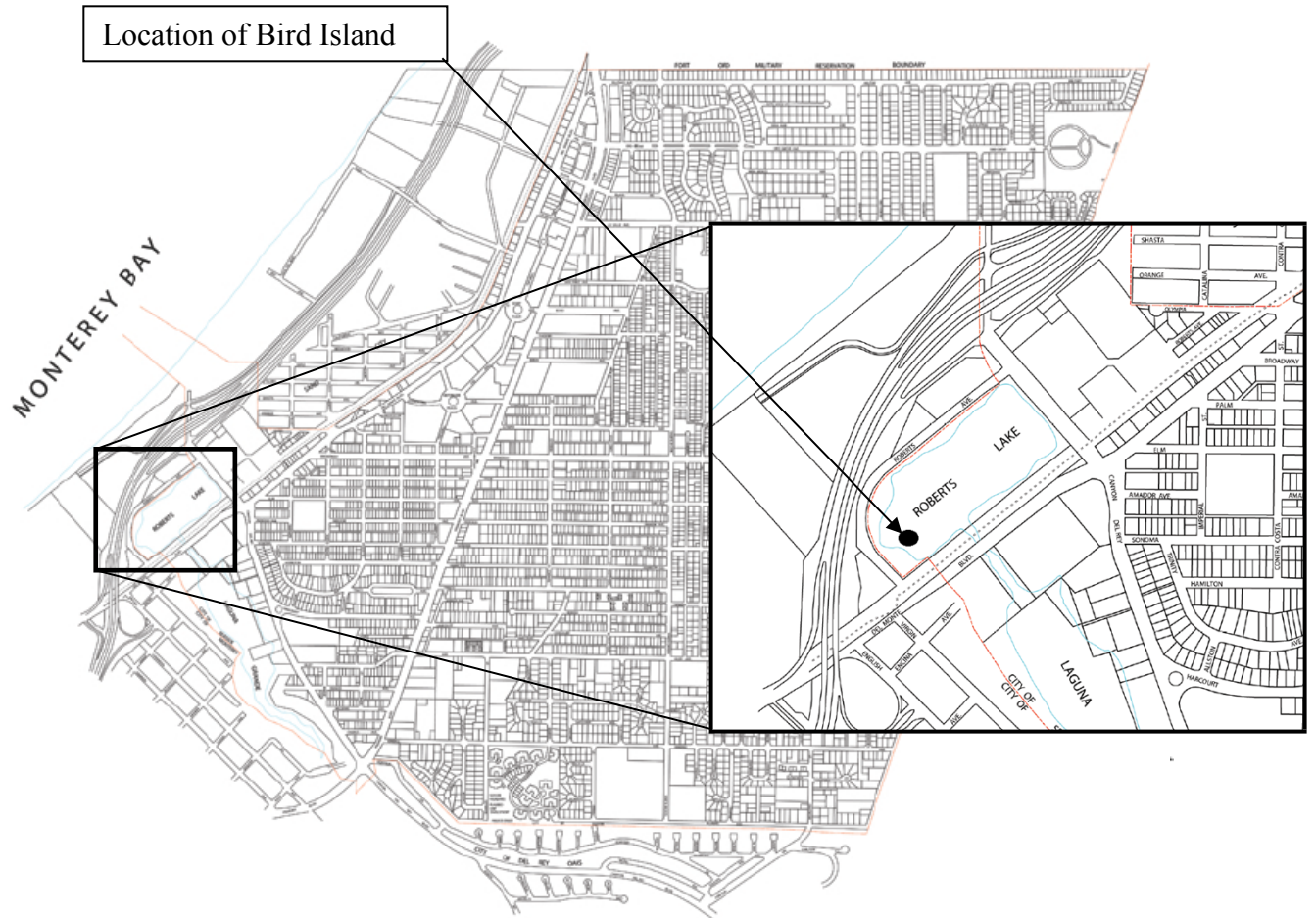


Example of Wire Mesh Fencing



Location Map

Project Site: Roberts Lake



Site Photos

Viewing location of site photos on Page 2 are listed in aerial photo below:

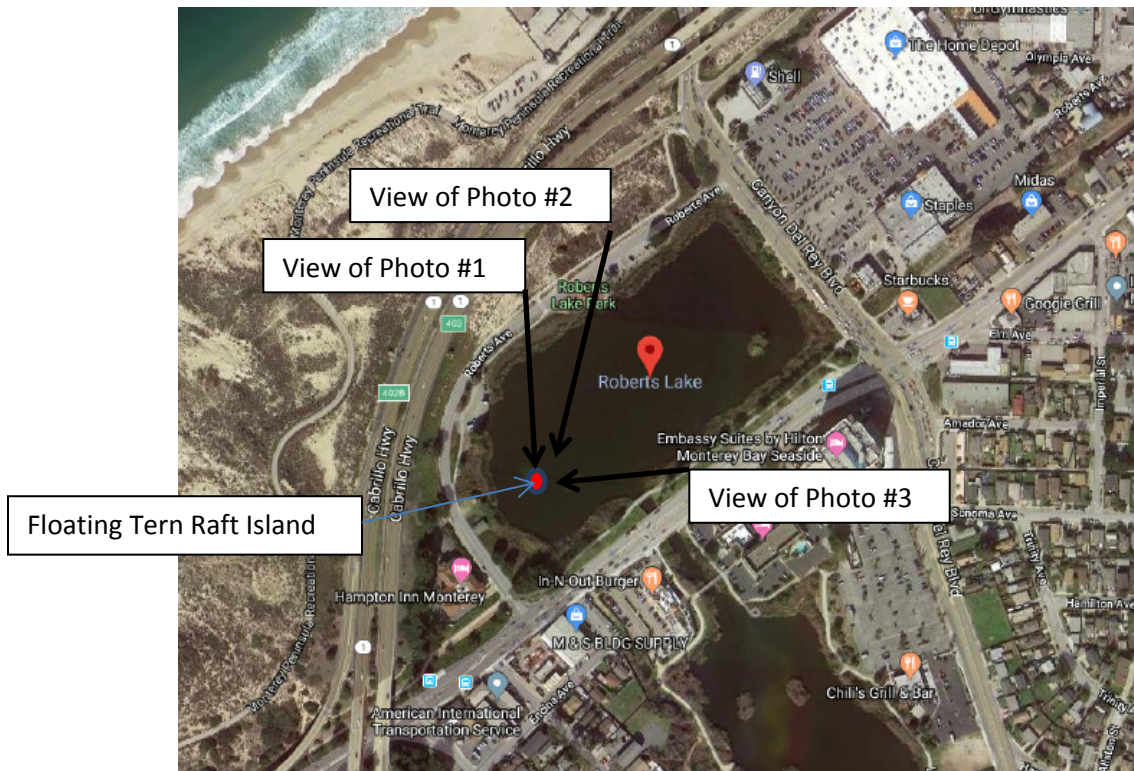




Photo #1



Photo #2



Photo #3

Water Depth Zones (Feet)

1
2
3
4
5
6
7
8
9

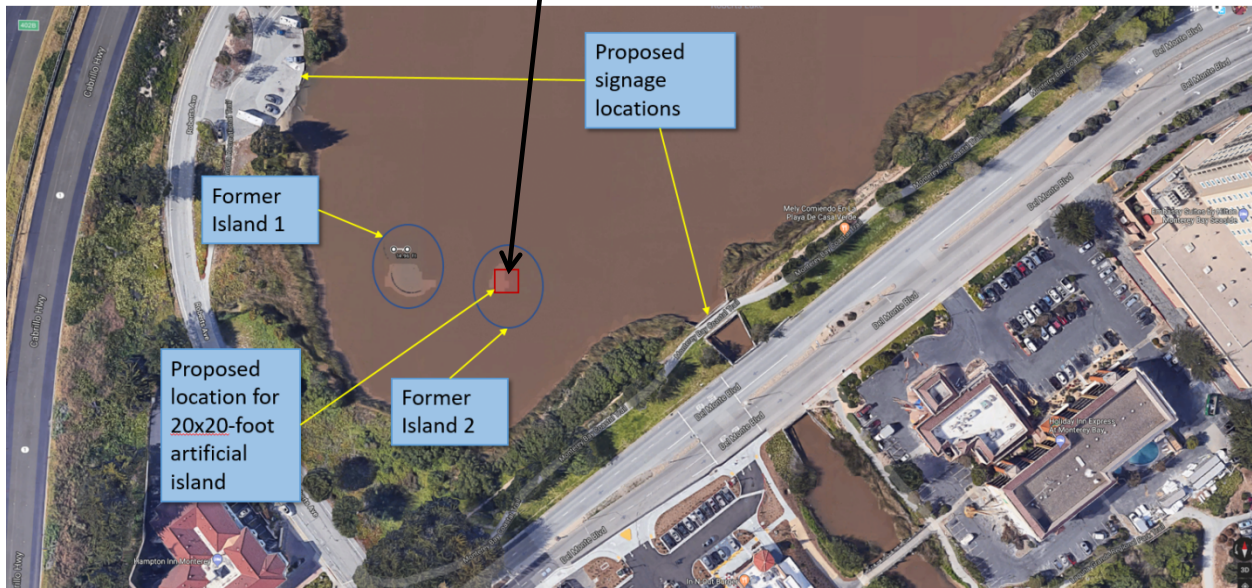
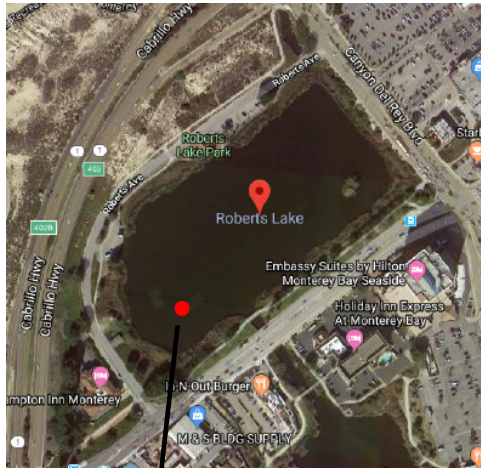
▲ Benchmark

Sources: Esri, DigitalGlobe, GeoEye, AeroMap, USDA, USGS, AEX, Geomapping, AerialGrid, IGN, IGP swissstopo, and the GIS User Community

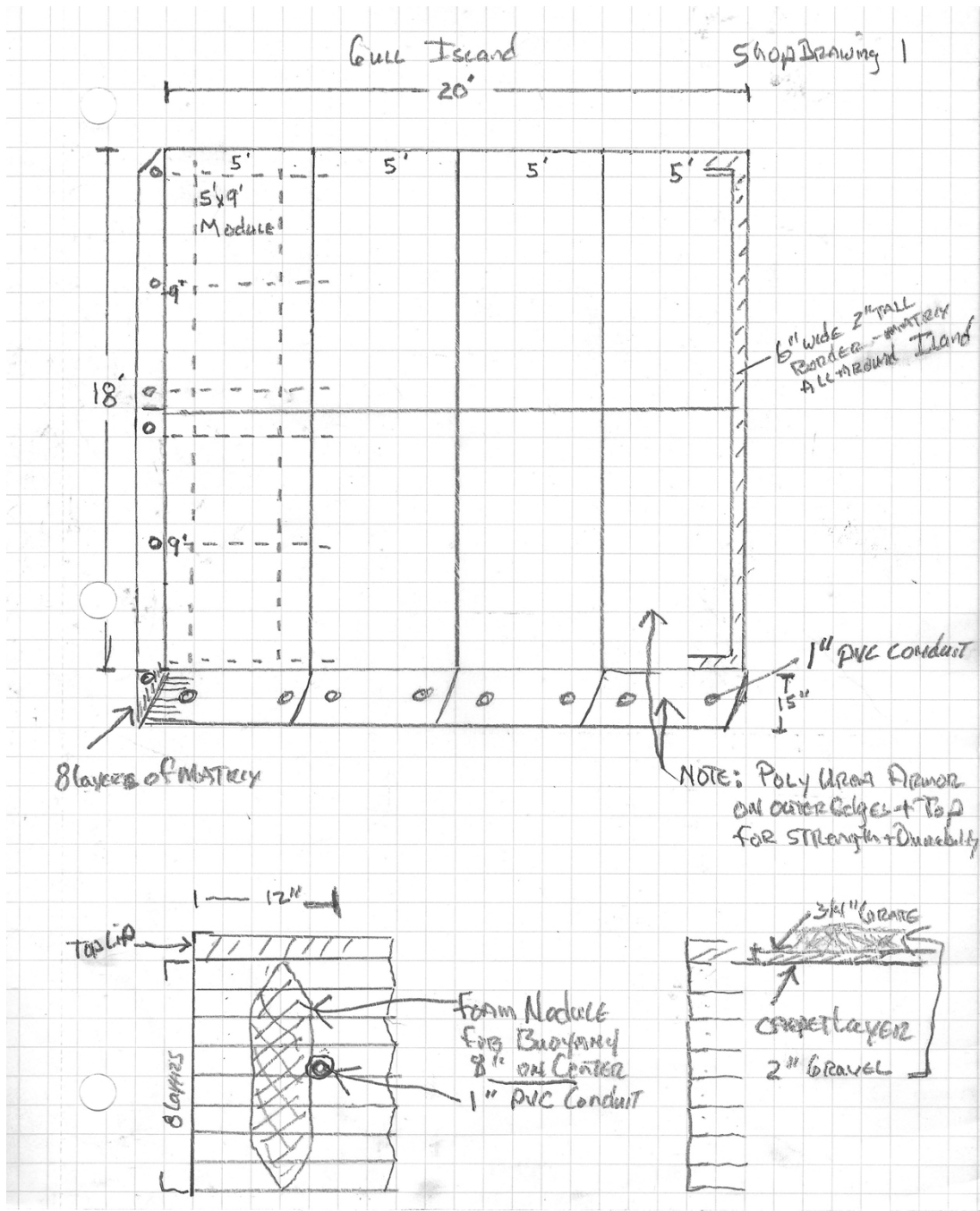
Figure 2-2: Bathymetry of Roberts Lake (top) and Laguna Grande (bottom) shown in 1 foot depth zones as elevation in feet NAVD88.

Site Plan

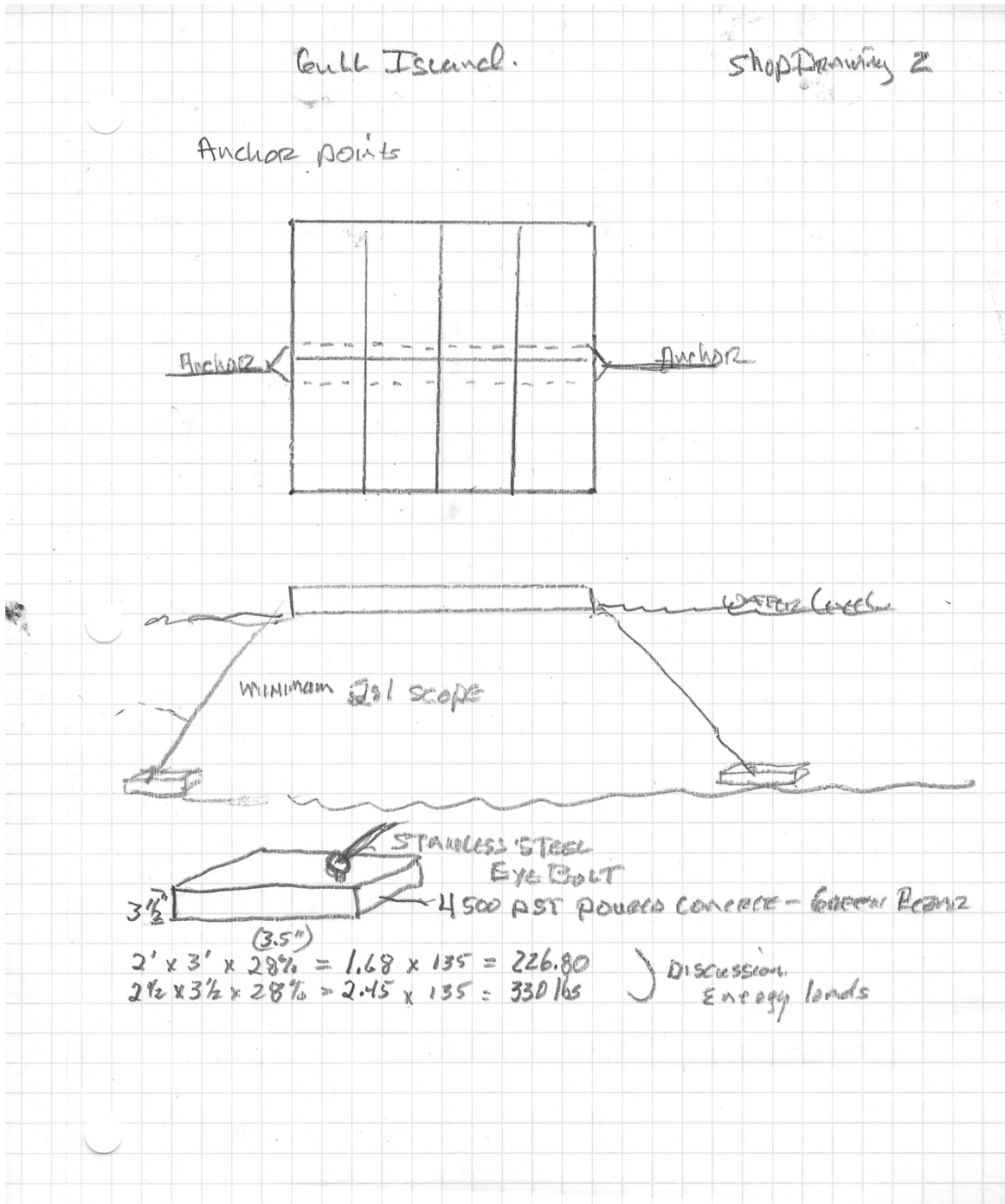
Location of Gull Island at Southern end of Roberts Lake



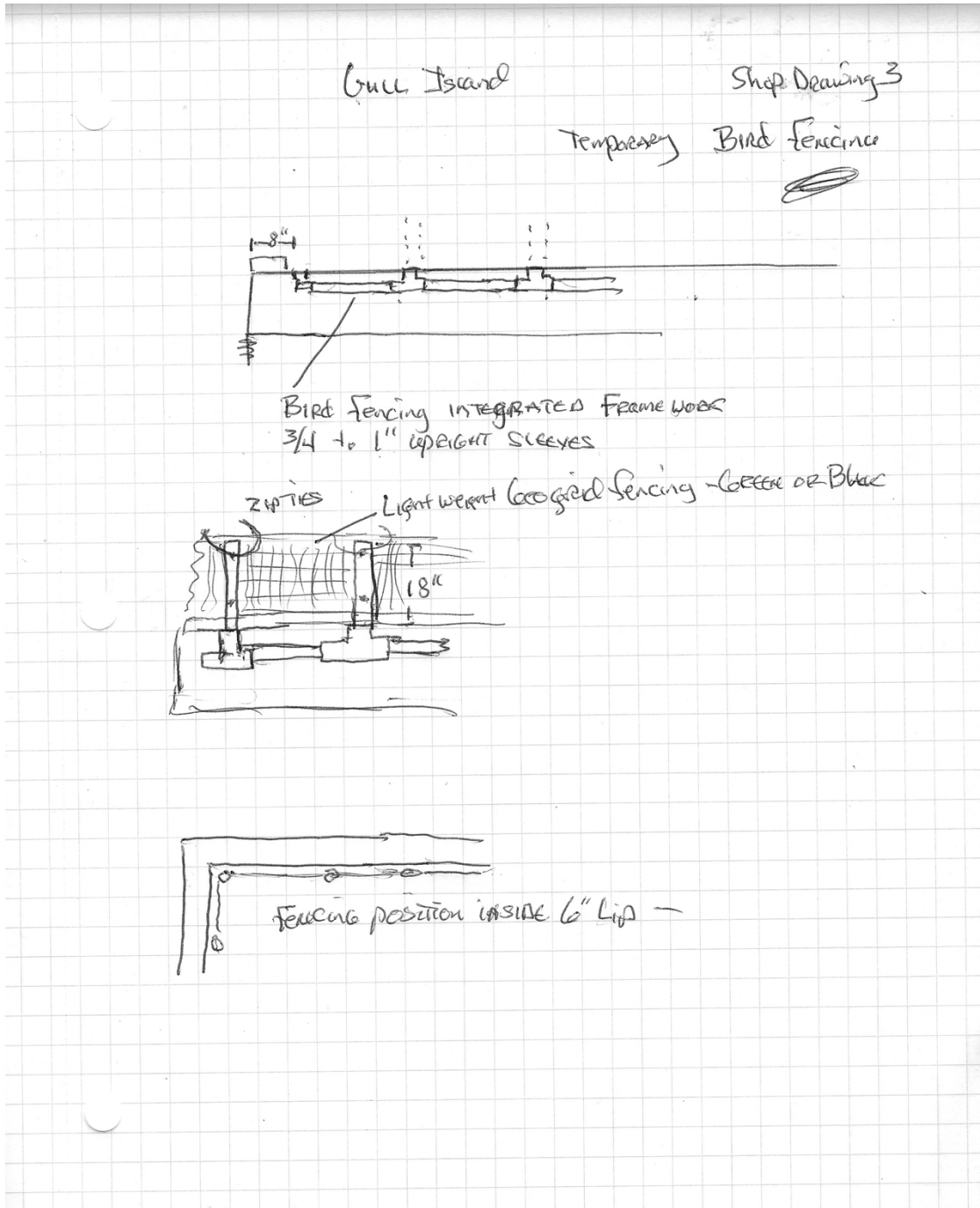
Overhead View of Gull Island



Anchor Plan for Gull Island



Fence Plan for Gull Island



Example of Tern Raft Island



Example of Plexi Glass Fencing



Example of Wire Mesh Fencing



Bird Nesting Images

