



AGENDA

CITY OF SEASIDE
CITY COUNCIL/SUCCESSOR
AGENCY TO THE
REDEVELOPMENT AGENCY

JOINT SPECIAL MEETING
Council Chamber
440 Harcourt Avenue
Thursday, June 20, 2019
5:30 PM

1. CALL TO ORDER

2. CITY COUNCIL/SUCCESSOR AGENCY TO REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE

Ian N. Oglesby
David R. Pacheco
Jason Campbell
Jon Wizard
Alissa Kispersky

Mayor/Chair
Mayor Pro Tem/Vice Chair
Council/Agency Member
Council/Agency Member
Council/Agency Member

3. PLEDGE OF ALLEGIANCE

4. 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.

5. CLOSED SESSION

A. CLOSED SESSION PURSUANT TO GOVERNMENT CODE 54957.6 - CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Craig Malin, City Manager; Roberta Greathouse, Human Resources Director / Risk Manager; Kimberly Drabner, Finance Director; Donna Williamson, Labor Negotiator

Employee Organizations: Seaside City Employees' Association and Seaside Police Officers' Association

B. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (c) - POTENTIAL LITIGATION

Conference with legal counsel regarding the potential initiation of litigation (one case).

C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8:

The Property Commonly Referred to As Main Gate (Property bounded by Lightfighter, Divarty, Second Street and Highway 1)
Negotiator for the City: Craig Malin, City Manager, Under Negotiation:Purchase and Sale Agreement Terms

The Property Commonly Referred to As The Medical Officer Barracks (Property bounded by Lightfighter, and Giggling Road)
Negotiator for the City: Craig Malin, City Manager, Under Negotiation:Purchase and Sale Agreement Terms

D. CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (d)(1)

Residents for Responsible Homeless Shelters VS. County of Monterey, CA; City of Salinas; City of Seaside; and, Does 1-10 Case Number 19CV002326

6. CONSENT AGENDA

A. APPROVE THE MINUTES FROM JUNE 6, 2019

RECOMMENDATION: Approve the minutes as presented.

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of May 25, 2019 through June 7, 2019 including the payroll and benefits checks, direct deposits and wired payments related to the pay period of June 6, 2019. Total Accounts Payable and Payroll for the above referenced period is \$11,857.61.

C. AWARD A CONSTRUCTION CONTRACT TO DISASTER KLEEN UP SPECIALIST FOR AN AMOUNT NOT TO EXCEED \$75,048 TO SECURE EIGHT "HAMMER HEAD" BUILDINGS IN SURPLUS II TO BE REIMBURSED BY FORA CARETAKER GRANT.

RECOMMENDATION: The purpose of this item is to have the City Council approve a resolution awarding a construction contract for an amount not to exceed Seventy Five Thousand Forty Eight Dollars (\$75,048) to Disaster Kleen Up Specialist to board up the first floor buildings in Surplus II.

7. STUDY SESSION

A. PRESENTATION AND STUDY SESSION ON BOARD, COMMISSION & COMMITTEE ANNUAL WORK PLANS FOR FISCAL YEAR 2019-2020

RECOMMENDATION: To receive presentations from the City's Boards, Commissions and Committees, make recommendations and adopt the annual work plans for FY 2019-2020.

8. ADJOURNMENT

Next Regularly Scheduled Meeting:
July 18, 2019
Seaside City Hall
5:30 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, 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. Live streamed meeting videos as well as videos of past meetings are available on the City's website at: <http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>

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



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL/SUCCESSOR
AGENCY TO THE REDEVELOPMENT
AGENCY

JOINT SPECIAL MEETING
Council Chamber
Thursday, June 6, 2019
5:30 PM

1. CALL TO ORDER

Mayor Pro Tem Pacheco called the meeting to order at 5:30 PM.

2. CITY COUNCIL/SUCCESSOR AGENCY TO REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE

PRESENT: Campbell, Kisperskey, Pacheco, Wizard

ABSENT: Oglesby

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

None.

5. CLOSED SESSION

The City Council adjourned to Closed Session at 5:31 PM.

**A. CLOSED SESSION PURSUANT TO GOVERNMENT CODE 54957.6 -
CONFERENCE WITH LABOR NEGOTIATORS**

**B. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (c) -
POTENTIAL LITIGATION**

**C. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION PURSUANT TO
GOVERNMENT CODE SECTION 54956.9**

6. CONSENT AGENDA

The City Council reconvened the meeting at 5:56 PM. City Attorney Freeman reported that Item A was not discussed. There were no announcements for the public on Items B or C.

On motion by Council Member Jason Campbell and seconded by Council Member Alissa Kispersky and passed by the following vote the Consent Agenda with the exception of item C.

RESULT:

Approved

AYES:

Ian Oglesby, Dave Pacheco, Jason Campbell, Jon Wizard, Alissa Kispersky

NOES:

None

A. APPROVE MINUTES FROM MAY 16, 2019

Action: Approved

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

Action: Approved

C. AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH STEVENSON, PORTO & PIERCE TO PROVIDE PROJECT MANAGEMENT ASSISTANCE FOR THE CAMPUS TOWN PROJECT AS REQUESTED BY KB BAKEWELL SEASIDE VENTURE

On motion by Council Member Wizard and seconded by Council Member Campbell and approved unanimously the City Council adopted the Resolution 19- with the modification that in the recitals it be mentioned that the contract is reimbursable by the developer KB Bakewell for a not to exceed cost.

RESULT: Approved 5- 0

7. ADJOURNMENT

On motion the meeting was adjourned at 5:58 PM.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ian N. Oglesby, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 6.B.

TO: Successor Agency to the Redevelopment Agency of the City of Seaside

FROM: Craig Malin, City Manager

BY: Lori Merwin, Finance Assistant
Kimberly Drabner, Finance Director

DATE: June 20, 2019

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

PURPOSE & RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of May 25, 2019 through June 7, 2019 including the payroll and benefits checks, direct deposits and wired payments related to the pay period of June 6, 2019. Total Accounts Payable and Payroll for the above referenced period is \$11,857.61.

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:

* \$11,329.20 to Richards, Watson & Gershon for April, 2019 legal services rendered for the Seaside Resort project.

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

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:

A handwritten signature in blue ink, appearing to be "Craig Malin", written over a horizontal line.

Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 6.C.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: June 20, 2019

**SUBJECT: AWARD A CONSTRUCTION CONTRACT TO DISASTER KLEEN UP
SPECIALIST FOR AN AMOUNT NOT TO EXCEED \$75,048 TO
SECURE EIGHT "HAMMER HEAD" BUILDINGS IN SURPLUS II
TO BE REIMBURSED BY FORA CARETAKER GRANT.**

PURPOSE & RECOMMENDATION

The purpose of this item is to have the City Council approve a resolution awarding a construction contract for an amount not to exceed Seventy Five Thousand Forty Eight Dollars (\$75,048) to Disaster Kleen Up Specialist to board up the first floor buildings in Surplus II.

BACKGROUND

Surplus II is an area located in the former Fort Ord identified for future development. Fort Ord Reuse Authority (FORA) has demolished several buildings in Surplus II. A temporary fence has been erected around eight "hammer head" buildings, designated for future demolition bounded by Colonel Durham to the north, Gigling to the south, 6th Avenue to the west and 7th Avenue to the east. These building are deemed unsafe and the temporary fence has not keep people from entering or occupying the buildings.

On May 10, 2019, the City issued an informal bid request from several contractors. The scope of work includes securing 8 buildings from the first floor down including any basements access either by reinforcing or replacing existing boards preventing access. (Attachment 3).

On May 24, 2019, the City received four (4) bids, as indicated below:

Bidder

Disaster K.een Up Specialist
California Premier Restoration
REHAK General Engineering
Randazzo Enterprize Inc.

Bid

\$75,048
\$84,199
\$230,000
\$218,906

Based upon an evaluation of bid documents received, Disaster Kleen Up Specialist is the lowest responsive responsible bidder. Disaster Kleen Up Specialist has completed several similar projects for the City, including securing Shea's gym. The funding for this work will be paid from the FORA Caretaker reimbursable grant.

It is recommended that the City Council adopt a resolution awarding a construction contract to Disaster Kleen Up Specialist for an amount not to exceed Seventy Five Thousand Forty Eight Dollars (\$75,048) for securing eight (8) buildings in Surplus II and authorize the City Manager to execute the contract.

FISCAL IMPACT

The project will be reimbursed from FORA Caretaker Grant.

ATTACHMENTS

1. Resolution
2. Contract Agreement
3. Location Map

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 19-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AWARDING A CONSTRUCTION CONTRACT TO DISASTER KLEEN UP SPECIALISTS FOR AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND FORTY EIGHT DOLLARS (\$75,048) FOR SECURING EIGHT BUILDINGS LOCATED WITHIN SURPLUS II.

WHEREAS, Surplus II is located within the former Fort Ord and has been identified for development; and

WHEREAS, Fort Ord Reuse Authority (FORA) has demolished several buildings in this area; and

WHEREAS, a temporary fence has been erected around eight "hammer head" buildings, designated for future demolition bounded by Colonel Durham to the north, Gigling to the south, 6th Avenue to the west and 7th Avenue to the east; and

WHEREAS, the fence has not kept people from entering or occupying the buildings and it is hazardous for people to enter the buildings; and

WHEREAS, securing the eight buildings from the first floor down including any basements access either by reinforcing or replacing existing boards will help secure the buildings; and

WHEREAS, on May 10, 2019 the City issued an informal bid request from several contractors to secure eight buildings; and

WHEREAS, on May 24, 2019, four bids were received and the lowest responsive responsible bidder was Disaster Kleen Up Specialist who has successfully completed several similar projects for the City.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves a construction contract with Disaster Kleen Up Specialist for an amount not to exceed Seventy Five Thousand Forty Eight Dollars (\$75,048) for securing eight "hammer head" buildings located within Surplus II and authorize the City Manager to execute the contract.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20th day of June 2019 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Ian Oglesby, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
AGREEMENT FOR CONTRACTOR SERVICES
SURPLUS II HAMMERHEAD BOARD-UP**

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of _____, 2019, between the City of Seaside, a municipal corporation ("City") and Disaster Klean Up Specialist, a Corporation, ("Contractor") whose current and valid Contractor's License #458398, as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

RECITALS

The City, as successor-in-interest to the Successor Agency's interest in the land for the work described in Exhibit A, desires to enter into this Agreement.

AGREEMENT

1. TERM

This Agreement shall commence no later than five days after Agreement execution and shall remain and continue in effect until tasks described herein are completed, but in no event later than July 31, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. Exhibit A may include any Scope of Work, Plans, Specifications and other related documents specific to the services to be provided by Contractor.

3. PERFORMANCE

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

b) Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Contractor further agrees to take all necessary precautions for the safety of employees and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the

public and shall post danger signs warning against known or reasonably foreseeable or unusual hazards.

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

d) The Contractor will obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

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

f) Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

g) Contractor agrees that in the performance of this Agreement or any sub-agreement hereunder, neither Contractor nor any person acting on Contractors behalf shall refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Harassment in the workplace is not permitted in any form. Contractor further agrees to comply with all laws with respect to employment when performing this Agreement.

h) Contractor 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 To insure performance, Contractor and any sub-contractor must provide Faithful Performance and Labor and Material Bonds in favor of City, each in the amount of one hundred percent (100%) of the value of the contract.

i) Contractor 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 agreement or financial inducement. No officer or employee of the City of Seaside will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, 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 City to any and all remedies at law or in equity.

5. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Contractor is bound by the contents of City's Request for Proposal, Exhibit D hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Contractor, Exhibit E 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 Contractor's proposals.

6. CITY MANAGEMENT

City Engineer/Public Works Services Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Contractor. 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 Contractor's compensation, subject to Section 5 hereof.

7. PAYMENT

(a) City agrees to pay Contractor 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 Seventy Five Thousand Forty Eight Dollars (\$75,048) which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) The City Manager's contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.

(c) Contractor 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 Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

7. INSPECTION

City shall at all times have the right to inspect the work and materials. Contractor shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve Contractor from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

9. 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 Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor 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 Contractor 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 Contractor will submit an invoice to the City pursuant to Section 5(c).

10. DEFAULT OF CONTRACTOR

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

(b) If the City Manager or his/her delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon Contractor a written notice of the default. Contractor 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 Contractor fails to cure its default within such period of time, 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.

11. OWNERSHIP OF DOCUMENTS

(a) Contractor 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. Contractor 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. Contractor 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 copies and 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 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 City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

12. INDEMNIFICATION

(a) Indemnification for Professional Liability. Contractor 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 actually caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or sub-contractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contractor.

(b) Indemnification for Other Than Professional Liability. Contractor 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 Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor 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 Contractor and shall survive the termination of this Agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such

active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

13. WARRANTIES

Contractor agrees that it will warrant all work performed and equipment supplied hereunder for a period of one year or, in the case of equipment, for the period of the manufacturer's warranty if such warranty be for a period longer than one year. Contractor shall immediately correct all defective workmanship discovered within one year after acceptance of final payment by it and shall indemnify and defend City against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Nothing herein constitutes a waiver of City's rights or any statute of limitations.

14. INSURANCE

Contractor 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.

15. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor 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. Contractor 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 Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Any and all employees or sub-contractors of Contractor under this Agreement, while engaged in the performance of any work or services required by Contractor under this Agreement, shall be considered employees or sub-contractors of Contractor only and not of city. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or sub-contractors, while so engaged and all claims made by a third party as

a consequence of any negligent act or omission on the part of the Contractor's employees or sub-contractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

16. PREVAILING WAGE

The general prevailing wage rates are determined by the Director of Industrial Relations, for the County of Monterey. Current prevailing wage rates can be found in "General Prevailing Wage Determinations made by the Director of Industrial Relations" (wage determinations) at the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 420603, San Francisco, CA 94142, (415) 703-4774, or at DIRs website at <http://www.dir.ca.gov/>. Changes, if any, to the general prevailing wage rates will be available at the same location.

The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code. The Contractor shall register as specified in Labor Code section 1771.1(a). Records shall be made available to the City upon request for inspection or for copies thereof. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register as a condition to bid or work on public works), and 1771.4 (project compliance monitoring).

The labor surcharge, equipment rental rates, and the delay factors for each classification of equipment are listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates."

17. 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.

18. CONFLICT OF INTEREST

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

Contractor 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. Contractor 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-contractor. Contractor further covenants that Contractor 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 Contractor and/or its sub-contractors 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.

If City determines Contractor comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.) Contractor 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 Contractor's and/or such other person's financial interests.

19. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

20. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or sub-contractors, 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 Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or sub-contractors 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 Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. 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.

21. 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 Ave
Seaside, CA 93955
Attention: City Clerk

To Contractor:

Disaster Kleen-Up Specialists
567 Ortiz Avenue
Sand City, CA 93955

22. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

23. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

24. GOVERNING LAW

City and Contractor 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. Contractor agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

25. ATTORNEY'S FEES AND COURT VENUE

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

26. AUTHORITY TO EXECUTE THIS AGREEMENT

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

27. 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.

28. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

(a) This document represents the entire and integrated Agreement between City and Contractor, and supersedes all prior negotiations, representations and agreements, either written or oral.

(b) Any modification or amendment to this Agreement must be in writing.

(c) Neither City nor Contractor shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

29. SEVERABILITY

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

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

CITY OF SEASIDE

By: _____
Craig Malin, City Manager

Date: _____

CONTRACTOR

By: _____
Theresa Ream, President/Owner

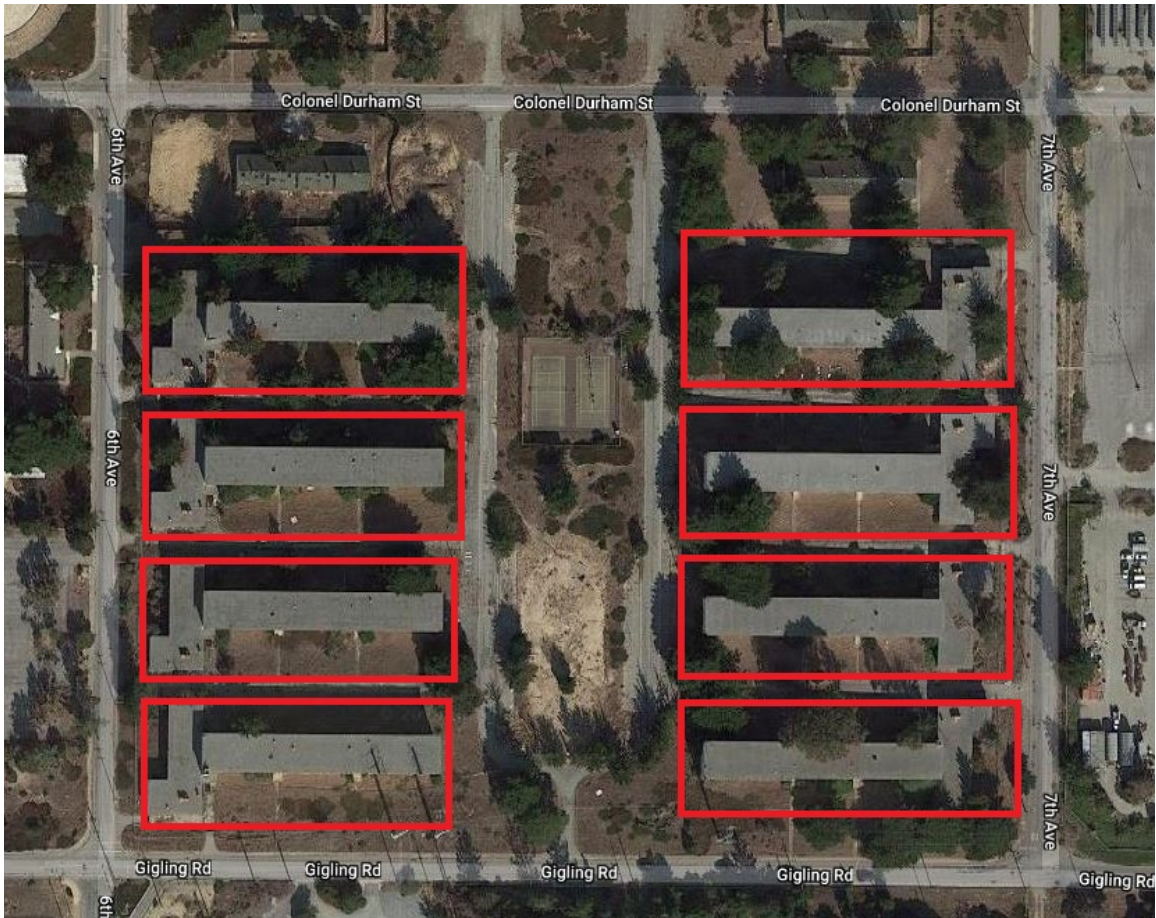
Date: 6/4/19

Attachments:	Exhibit A	Scope of Work
	Exhibit B	Contractor Proposal
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal

EXHIBIT A
SCOPE OF WORK

The works includes, but is not necessarily limited to, the furnishing of all labor, materials, equipment, and services necessary for, and reasonably incidental to board up 8 buildings from the first floor down including any basement access, reinforcing and/or replacing existing boards for 8 buildings as indicated in the attached map (attachment 1). Project site is bounded by 6th St & 7th St and Gigling Rd and Colonel Durham St as identified on the attached map, in Seaside, California. An executed contract, attachment 2, is expected within 5 days of notice of award. Project completion is expected on or before July 31, 2019

Attachment 1





Disaster Kleenup Specialists

567 Ortiz AVenue, Sand City, Ca 93955 P: (831)899-3938
Tax ID# 770029015 Fax: (831) 899-2784
License# 458398 DOSH# 794 PSP# 5600256

Client: Kristen Rice / City of Seaside
Property: 4436 7th Ave,
Seaside , CA 93955

Home: (831) 899-6841

Operator: JOSEPHP

Estimator: Joseph Phillips
Position: Project Manager
Company: Disaster Kleenup Specialists
Business: 567 Ortiz Av
Sand City , CA 93955

Business: (831) 901-0297
E-mail: josephp@disasterhappens.biz

Type of Estimate: Emergancy Board Up

Date Entered: 5/3/2019

Date Assigned:

Price List: CASW8X_MAY19

Labor Efficiency: Restoration/Service/Remodel

Estimate: 19-22454BU

This is an estimate for the emergency board up services that will be provided.



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License# 458398 DOSH# 794 PSP# 5600256

19-22454BU

19-22454BU

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Material Only Board-up windows and doors	16,000. SF 00	0.00	1.57	1,139.60	5,251.92	31,511.52
3. 2" x 8" x 8' #2 & better Fir / Larch (material only)	300.00 EA	0.00	8.00	222.00	524.40	3,146.40
4. Carpenter - General Frammer - per hour	320.00 HR	0.00	83.45	0.00	5,340.80	32,044.80
Labor to board up windows and doors of on the first floor of 11 buildings. We will cut back debris that would impact our ability to provide an appropriate board up.						
We can provide window and door counts upon request.						
5. Commercial Supervision / Project Management - per hour	64.00 HR	0.00	69.24	0.00	886.28	5,317.64
7. Framing & Rough Carpentry (Bid Item)	1.00 EA	0.00	650.00	0.00	130.00	780.00
Misc material including nails, ramsets etc.						
8. Single axle dump truck - per load - including dump fees	2.00 EA	300.16	0.00	0.00	120.06	720.38
Removal of cut pieces of plywood and board up material.						
9. Scissor lift - 20' platform height (per day)	8.00 DA	0.00	141.00	0.00	225.60	1,353.60
Total: 19-22454BU				1,361.60	12,479.06	74,874.34
Line Item Totals: 19-22454BU				1,361.60	12,479.06	74,874.34

Additional Charges	Charge
California Lumber Assessment Fee	144.48
Additional Charges Total	\$144.48



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Tax ID# 770029015 Fax: (831) 899-2784
License# 458398 DOSH# 794 PSP# 5600256

Summary

Line Item Total	61,033.68
California Lumber Assessment Fee	144.48
Material Sales Tax	1,361.60
Subtotal	62,539.76
Overhead	6,253.98
Profit	6,253.98
Replacement Cost Value	\$75,047.72
Net Claim	\$75,047.72

Joseph Phillips
Project Manager



Disaster Kleenup Specialists

567 Ortiz Avenue, Sand City, Ca 93955 P: (831)899-3938
Tax ID# 770029015 Fax: (831) 899-2784
License# 458398 DOSH# 794 PSP# 5600256

Recap by Room

Estimate: 19-22454BU	61,033.68	100.00%
Subtotal of Areas	61,033.68	100.00%
Total	61,033.68	100.00%



Disaster Kleenup Specialists

567 Ortiz Avenue, Sand City, Ca 93955 P: (831)899-3938
Tax ID# 770029015 Fax: (831) 899-2784
License# 458398 DOSH# 794 PSP# 5600256

Recap by Category

O&P Items	Total	%
GENERAL DEMOLITION	600.32	0.80%
HEAVY EQUIPMENT	1,128.00	1.50%
FRAMING & ROUGH CARPENTRY	29,754.00	39.65%
LABOR ONLY	4,431.36	5.90%
TEMPORARY REPAIRS	25,120.00	33.47%
O&P Items Subtotal	61,033.68	81.33%
Permits and Fees	144.48	0.19%
Material Sales Tax	1,361.60	1.81%
Overhead	6,253.98	8.33%
Profit	6,253.98	8.33%
Total	75,047.72	100.00%

EXHIBIT C

INSURANCE

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

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

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

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

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

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

Umbrella or excess liability insurance. [Optional depending on limits required] CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance 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 in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency 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.

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

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

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to AGENCY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Builder's risk insurance. Upon commencement of construction and with approval of AGENCY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the AGENCY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and AGENCY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to

AGENCY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the AGENCY. The AGENCY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to Agency to ensure adequacy of terms and sublimits and shall be submitted to the Agency prior to commencement of construction.

Other provisions or requirements

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

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. AGENCY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess

insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

Agency's right to revise requirements. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance

required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the AGENCY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

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

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

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



CITY OF SEASIDE

Notice Inviting Bids

Surplus II Hammerhead Board-Up

PUBLIC NOTICE IS HEREBY GIVEN that the City of Seaside will receive electronic or hard copy bids for the above stated project sent to Kristen Rice at krice@ci.seaside.ca.us or in the office of the City's Deputy City Manager – Administrative Services, located at City Hall, 440 Harcourt Avenue, Seaside, CA 93955, until 3:00pm on **FRIDAY, MAY 24, 2019**, at which time all bids will be publicly opened and read aloud.

The scope of the work will consist of all labor, material, equipment and services necessary to complete the work identified below:

The works includes, but is not necessarily limited to, the furnishing of all labor, materials, equipment, and services necessary for, and reasonably incidental to board up 8 buildings from the first floor down including any basement access, reinforcing and/or replacing existing boards for 8 buildings as indicated in the attached map (attachment 1). Project site is bounded by 6th St & 7th St and Gigling Rd and Colonel Durham St as identified on the attached map, in Seaside, California. An executed contract, attachment 2, is expected within 5 days of notice of award. Project completion is expected on or before June 30, 2019.

Bidders are required to sign and submit a proposal. The successful bidder shall furnish a certificate of insurance as outlined in the Sample Contract, attachment 2. The successful bidder will be required to secure a City Business License before commencing work on the project and must possess a Class B Contractors License.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in Monterey County, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca>.

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

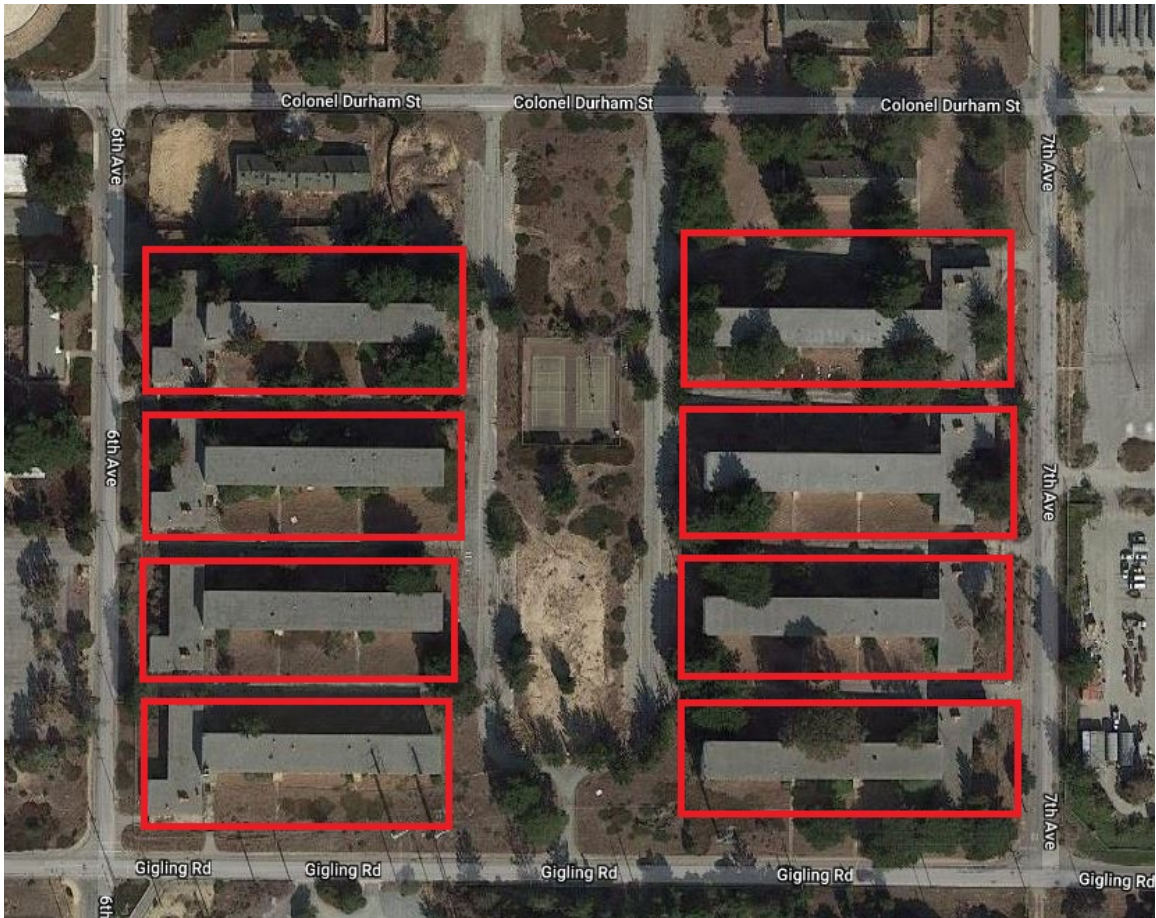
Bidders are responsible to check the website (www.ci.seaside.ca.us/bids) prior to the Bid opening to obtain any addenda information. Submittal of a signed Bid shall be evidence that the Bidder has obtained this information and that the Bid is based on any changes contained therein.

The City reserves the right to reject any or all bids and the right to waive minor irregularities or informalities in any bid proposal.

CITY OF SEASIDE
Public Works Department

_____/s/_____
Dave Fortune Date
Maintenance and Utilities Superintendent

Attachment 1





CITY OF SEASIDE STAFF REPORT

Item No.: 7.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, Public Affairs Officer/City Clerk

DATE: June 20, 2019

**SUBJECT: PRESENTATION AND STUDY SESSION ON BOARD,
COMMISSION & COMMITTEE ANNUAL WORK PLANS FOR
FISCAL YEAR 2019-2020**

PURPOSE & RECOMMENDATION

To receive presentations from the City's Boards, Commissions and Committees, make recommendations and adopt the annual work plans for FY 2019-2020.

BACKGROUND

In July of 2017 the City Council approved a revised and updated Boards, Commissions and Committees Handbook which included a new required element that each advisory body would produce an annual work plan for approval by the City Council. The intent of the work plan is to be a vehicle of communication between the City Council and the advisory bodies to help put in place actions to fulfill the City Council's goals and vision. This plan will also assist advisory bodies and staff liaisons to maintain focus, have clear guidance and set a reasonable workload for the coming year.

Work plans include the following elements; a cover sheet with the names of the current Committee Members, a mission statement, historical background, prior year accomplishments, fiscal work plan and ongoing projects.

The timing of the presentation was scheduled to allow the City Council to discuss incorporation of work plan items that may have fiscal impact into the Fiscal Year 2018-19 City budget.

Work plans have been approved and forwarded to the Council for consideration by the following advisory bodies:

- Planning Commission
- Board of Architectural Review
- Neighborhood Improvement Program
- Environmental Committee
- Homeless Committee
- Community Development Advisory Committee
- Art and History Commission
- Recreation and Parks Commission
- Traffic Advisory Committee

FISCAL IMPACT

None associated with the presentation, but the Council could chose to modify the Fiscal Year 2019-20 to implement work plan elements.

ATTACHMENTS

1. Traffic Advisory Committee Work Plan
2. Board of Architectural Review Work Plan
3. Homeless Committee Work Plan
4. Environmental Committee Work Plan
5. Planning Commission Work Plan
6. Art & History Commission Work Plan
7. Community Development Advisory Committee Work Plan
8. Parks & Recreation Commission Work Plan

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



City of Seaside Traffic Advisory Committee

Annual Work Plan

Fiscal Year 2019-2020

July 1, 2019 – June 30, 2020

Members Appointed When Adopted:

Chair

David Pacheco, Council Member

Members

**Rick Riedl, City Engineer
Rick Medina, City Planner
Brian Dempsey, Fire Chief
Abdul Pridgen, Police Chief**

Staff

**Misty Bradshaw, Associate Engineer
Jasmine Dolan, Senior Administrative Assistant**

Mission Statement

Chapter 2.37.040 of the Seaside Municipal Code establishes the Traffic Advisory Committee and identifies the Committee shall be considered advisory to the City Council, Planning Commission, or appropriate city department.

The Committee is authorized and shall have the duty as follows:

- ✓ To review all requests for traffic safety regulatory or control devices, signs and markings, and to make studies and recommendations to the City Council, Planning Commission or appropriate city department, with respect to all matters pertaining to traffic regulations, traffic circulation and traffic safety including traffic laws, parking and speed regulations, crosswalks, stop signs, traffic control devices and signals, street lights, school crossings signing, pavement marking and other related matters.
- ✓ To study any unsafe or malfunctioning traffic condition and to recommend solutions to such conditions.
- ✓ To assist staff, Planning Commission, and City Council in short and long range transportation planning within the city, including review of and recommendations concerning streets and highways master planning, capital improvements projects and related matters.
- ✓ To review and answer complaints concerning traffic safety conditions.
- ✓ To perform such other functions as the City Council may request from time to time.

Historical Background

The TAC was formed in 1988 in order to give citizens the ability to report pressing traffic and parking issues directly to the city for action. The Committee is comprised of a council member, who shall serve as the Chairperson, the City Engineer, who shall serve as the Vice Chairperson, the Police Chief, Director of Community Development, and the Fire Chief, or their designees.

Fiscal Year 2018-19 Work Plan

1. Committee will work to develop and update a set of materials to give to residents, and post on the city's website regarding the process to follow for the evaluation of requests.
2. Participate and provide input for the planning grant for Canyon Del Rey.
3. Participate and provide input for the Seaside & Marina Safe Walking & Biking School: Complete Streets Plan.
4. Develop a residential parking permit program to preserve the livability of residential neighborhoods due to overcrowding.
5. Participate and provide input for intersection planning and potential locations for installation of roundabouts.

Ongoing Projects

Fiscal Year 2018 - 2019

Meeting Date	Address	Type	Description	Action	Status
8/21/2018	2030 Noche Buena Street	Second Driveway	Install Second Driveway approach to private residence	Continued Item to allow applicant to prepare site plan	Pending – Applicant has not returned
9/18/2018	General Jim Moore	Wayfind Signs	Install Wayfinding Signs along GJM for CSUMB	Approved	Pending
11/20/2018	Darwin St. South of Mingo	Red Curb	Install 35 feet of red curb on SW side and 7 feet red curb on SE side.	Approved	Completed
1/15/2019	General Jim Moore, Gigling, and Lightfigher	Wayfind Sign	Install Wayfinding Signs to direct to Fort Ord National Monument	Approved	Pending
3/19/2019	Broadway Ave, between Yosemite St. and Mescal St.	Temporary Traffic Control	Install temporary traffic control for Safe Routes to School at MLK	Approved	Pending 5/1/19 – 5/15/19

At this time the TAC is not initiating any projects. The TAC responds and acts on city council, city staff, and public requests.



City of Seaside Board of Architectural Review Annual Work Plan Looking Ahead to FY 2019-2020

Members Appointed When Adopted:

Kathleen Ventimiglia, Chair

Keith Mitchell

Bani Khalsa

Lisa Sawhney Mori

Mitsugi

Staff Liaison:

Rick Medina, Senior Planner

Mission Statement

The Board of Architectural Review is the decision-making body of the architectural review process and is responsible for the review of various residential and commercial design proposals, including second-story residential additions, commercial façade changes, new commercial signs, and other design related projects.

- A. Appointment. The Board of Architectural Review shall consist of five members appointed by the City Council.
- B. Composition of Board of Architectural Review. The Board of Architectural Review shall consist of:
 - 1. A licensed architect;
 - 2. A licensed building contractor;
 - 3. A licensed landscaped architect; and
 - 4. Two members-at-large.
- C. Selection of Chair. The Board of Architectural Review shall annually select a Chair from its membership. In making its selections, the members of the Board of Architectural Review shall consider the following guidelines:
 - 1. Ability to devote maximum time and effort to the work of the Board of Architectural Review; and
 - 2. Experience in conducting public meetings.
- D. Meetings. The Board of Architectural Review shall meet at least once each month on the first and third Wednesday as necessary to fulfill its duties and functions.
- E. Duties and functions. The Board of Architectural Review shall conduct the architectural review process in compliance with Section 17.62.030 (Architectural Review).

Historical Background

The Board of Architectural Review has been responsible for encouraging high quality design to enhance the character of residential neighborhoods in the City of Seaside for more than 30 years.

Fiscal 2019-2020 Work Plan

The following work plan goals will be completed between July 1, 2019-June 30, 2020. Planning staff will work collaboratively with BAR members, receiving guidance and input regarding all elements of the work plan.

1. Update the Single Family Design Guidelines.
2. Update noticing procedures for specific residential projects and commercial projects.
3. Update the BAR application, including the landscape checklist
4. Update the Drought Tolerant Plant List
5. Create an irrigation checklist to comply with the Model Water Efficient Landscape ordinance
6. Update Tree Ordinance
7. Work with Planning Commission and NIPC to create awards for exemplary residential and/or commercial architectural design.
 - The BAR and Neighborhood Improvement Program Commission (NIPC) will discuss criteria and award details at a joint meeting(s).



City of Seaside Homeless Committee Annual Work Plan Looking Ahead to FY 2019-2020

Members Appointed When Adopted:

Jessica Hare
Kenneth Murray
Molly Fittro
Natalia Molina
Latoya Allen
Merrilyn Mancini
Lynda Cunningham

Staff Liaison:

Brian Dempsey, Fire Chief

Mission Statement

To plan, advocate, support and collaborate with those affected by homelessness.

Historical Background

The Homeless Committee was created by the City Council In November 2, 2017. The Committee completed its first full year as of April 25, 2019.

General duties of the Homeless Committee:

The Commission on the Status of Homelessness shall have the power, and it shall be the duty of the commission to make recommendations to the City Council and to advise the Council in the following matters:

- Review and comment on City ordinances, programs and policies and state mandates related to housing, CDBG grants and programs, and other poverty mitigation programs;
- Monitor and assist the City's progress in implementing needed homeless services and facilities;
- Develop policy recommendations and processes to measure the effectiveness of new and existing policies in ending and preventing homelessness and coordinate with the CDAC for their required reporting in the HUD mandated Annual Action Report;
- Identify strategic goals for the City and estimate resources needed to accomplish these goals; investigate funding to implement programs to benefit the homeless community.
- Identify partnerships with County, City and other community programs that can be leveraged to achieve the goals of ending or preventing homelessness in the City of Seaside.

Responsibilities

The commission on the status of homelessness shall:

- Hold public meetings on matters related to homelessness;
- Investigate best and contemporary practices with regard to eliminating and preventing homelessness;
- Serve in advisory capacity to the City Council, commissions, committees, and boards on related issues;
- Prepare an annual report to the City Council on progress and effectiveness of various programs and policies.

Fiscal 2019-2020 Work Plan

A. Work towards cultivating a Housing First culture including bold and innovative ideas and activities

- Identify additional parcels of land to utilize as transitional housing
- Have discussion with Planning Commission on zoning actions
- Scale any plan to include transitional housing
- A rental assistance program
- Rapid rehousing services
- Consider asking council to adopt a housing first policy to include in the shelter ordinance
- Consider asking council to adopt a barrier elimination policy and prohibit using public funds to support groups that have discriminatory or non-secular rules, policies, or disqualifying criteria

B. Engage, amplify and collaborate with organizations that work with our neighbors who are un-housed

- Work with Salinas Foodbank and faith-based foodbanks
- Search for and identify appropriate lots of safe parking programs
- Hold a joint meeting with CDAC re: CDBG funding
- Consider asking council for permission to spend up to \$5k of \$30k annual homeless fund without council consent, as approved by the city manager, for emergent needs and unplanned situations, all other expenditures recommended to city council

- Consider asking council to adopt a policy of no fees for recreation department activities if receiving public benefits, i.e., SNAP, WIC, free/reduced-priced lunch, unemployment insurance
- Consider finding opportunities to partner with MPUSD homeless liaison to serve Seaside youth
- Consider asking council to amend planning and zoning codes to allow for small neighborhood food pantries similar to library branchlets
- Lockers for storage
- Food Kitchen

C. Invite all voices to the table and in our conversations; especially our neighbors who are un-housed

- Homeless shelter monthly reports
- A safe parking program
- Supportive services for young children
- Services for unaccompanied youth



City of Seaside Environmental Committee

Annual Work Plan Looking Ahead to FY 2019-2020

Members Appointed When Adopted:

Lacey Raak: Chair
Kristin Molle: Vice Chair
Kera Abraham-Panni
Mariana Del Valle
Jeremy Hawran
Laura Murphy

Staff Liaison:

Beth Rocha, Planner

Mission Statement

The Environmental Committee investigates and advocates sound environmental policy and action in the areas of air quality, water quality, energy and waste management, flora and fauna protection and community planning.

General duties:

The Environmental Committee shall conduct public hearings and prepare recommendations to the City Council on matters regarding the environment to include without limitation unless otherwise noted:

- Review and comment on City ordinances, policies and programs and state mandates related to environmental regulations, risks and pollution abatement, clean water, air and energy, flora, fauna and biome protection and community planning topics expressly beyond the realm of the Planning Commission.
- Serve in advisory capacity to the City Council, commissions, committees, and boards on related issues.
- Identify strategic environmental goals for the City and estimate resources needed to accomplish these goals; investigate funding to implement programs to benefit the community.
- Develop policies and plans for increasing environmental awareness in cooperation with other public and private agencies to include school districts.

Responsibilities:

- The Environmental Committee shall meet not less than six times per year
- The Environmental Committee shall monitor the City's progress and comply with principles established in Resolution 17-47
- The Environmental Committee shall prepare an annual recommended work plan to the City Council not later than three months in advance of each fiscal year.

Historical

Background

The Environmental Committee was formed in 2018 and new members joined over the year, while four members resigned due to various personal reasons. Despite these changes in the composition of the committee, the Environmental Committee achieved the following:

- Goal: The Environmental Committee will conduct outreach and provide input to the city regarding municipal code section 6.04.165: Permit Required for Bees.

Achievement: The Environmental Committee was instrumental in the ordinance amendment to 6.04.165, which made beekeeping permitted by-right citywide. Additionally, the Environmental Committee has submitted an application to designate Seaside as a Bee City USA Affiliate and a Resolution to be considered by the City Council.

- Goal: Provide input regarding updates to Seaside Municipal Code 8.60: Environmentally Preferable Food Packaging
Progress: The Environmental Committee has discussed this topic over the past year as adjacent cities have amended their “Plastics” code. A sub-committee was created to research and inform the proposed ordinance amendments and are collaborating with the CSUMB Service Learners (a team of seven individuals). Updating the EPP policy is a primary goal for the 2019/20 Work Plan.
- Goal: The Environmental Committee will conduct outreach and provide input to the city regarding municipal code section 8.54: Trees.
Progress: The Environmental Committee provided a Tree FAQ during the 2018 Earth Day celebration and the Staff Liaison has engaged the Board of Architectural Review on changes to the tree code and will meet with the Planning Commission and Parks & Rec Committee to inform the code amendments.
- In addition, to further support policy action to address climate change at a State and National level, the Environmental Committee drafted a Memorandum to the City Council, communicating their support of Council approving a Resolution of Support generated by Citizens’ Climate Lobby regarding the Energy Innovation and Carbon Dividend Act of 2019. With City Council approval, Seaside became the first city in the county to endorse the bill (HR 763).

Fiscal 2019-2020 Work Plan

1. The Environmental Committee will provide comments during the review periods for the following Environmental Impact Reports:
 - a) Main Gate addendum: originally approved in 2003 under the Main Gate Specific Plan. Rincon Consultants is developing the addendum and it is expected completion: early summer.
 - b) Seaside 2040 General Plan Update EIR, Rincon Consultants, expected completion: early summer.
 - c) Campus Town Specific Plan and Environmental Impact Report (EIR): Being developed by Rincon, expected completion: early summer.
2. Title 8, Health and Safety: The Environmental Committee will conduct community and business outreach as well as provide input to the city regarding the content of Title 8, including but not limited to the following:
 - a. 8.28: Solid Waste
 - b. 8.54: Trees

3. Climate Action Planning – The Environmental Committee will support and advocate for the development of a Climate Action Plan.
4. Water and Energy – The Environmental Committee will support water and energy conservation efforts within the community and encourage best practices in City operations. Address Title 17: Zoning Ordinance, including various sections limiting sustainable installations, such as rainwater capture devices, on private property.
5. Draft a code amendment to 8.60: Environmentally Preferable Food Packaging
 - In December 2018, the Committee convened a working group to review and develop text amendments to the Seaside Municipal Code regarding EPP. The working group first met in late December 2018 to begin reviewing the current code and drafting proposed amendments. For logistical reasons, including committee member turnover, the process was stalled. The working group reconvened in March, delegated roles, and created a timeline to develop the proposed amendments. This process includes consultation of existing resources within the community, and bilingual community outreach with support from a group of CSU Monterey Bay Service Learning students. The Environmental Committee intends to present the City Council with its proposal within the next several months.

Ongoing Projects

1. Provide support and increase education and awareness of pollinators and their habitats as related to the expected designation of Seaside as a BEE CITY USA Affiliate.
2. Work with City Staff to support the integration of environmentally sound business practices into the City of Seaside operations.
3. Work collaboratively with Community partners to promote continued progress towards achieving Seaside's environmental goals and responsibilities.



City of Seaside Planning Commission Annual Work Plan Looking Ahead to FY 2019-2020

Members Appointed When Adopted:

John Owens, Chair

Michael Spaletta, Vice-Chair

Denise Ross

Keith Dodson

Arlington La Mica

Dave Evans

William Silva

Staff Liaisons

Gloria Stearns, Community Development Director

Rick Medina, Senior PLanner

Mission Statement

The Planning Commission is a seven-member body of community representatives appointed by the by the City Council. The appointed members shall hold office for four years. The Planning Commission is the primary decision-making authority for certain development applications, and it advises the City Council on various land-use policy matters.

Historical Background

State law and local ordinance prescribe the roles and responsibilities of the Planning Commission. In general, state law defines a planning commission as a committee appointed by the elected legislative body (City Council) to review matters related to planning and development and a general advisory body on land use planning.

Powers and Duties of the Planning Commission include:

- The planning commission shall have all the powers and perform duties as provided in Government Code Section 65103 (See Link to Government Code) http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=65103
- It shall be the function and duty of the planning commission to prepare, periodically review and revise, as necessary, the general plan of the city and to implement the general plan through actions including, but not limited to, the administration of specific plans and zoning and subdivision ordinances. (Ord. 773 § 1 (Exh. A), 1990)

Fiscal Year 2019-2020 Work Plan

- Amend Fence regulations - to provide flexibility to work with all residents.
- Adopt Accessory Dwelling Unit regulations
- Amend tree ordinance - health, type as we have new development, and address successful landscaping
- Conduct Sign code business surveys
- Zoning code clean up, done as part of the general plan process
- Conclude the General plan update
- Pursue education opportunities - continue to coordinate educational opportunities to see what strategies are happening in other cities and communities.
- Collaboration with other Boards/Commissions and Committees



City of Seaside Art and History Commission Annual Work Plan Looking Ahead to FY 2019- 2020

Members Appointed When Adopted:

Francoise Avery

Michael Wildgoose

Emily Ventura

Janie Silveria

Steven Russell

Yollette Merritt

Emerson Brown

Staff Liaisons

Dan Meewis, Recreation Director

Ashley Collick, Recreation Supervisor

Sandra Grey, Art Director

Mission Statement

To advise the City of Seaside in the advancement, preservation and protection of Historical and Cultural heritage so that this and future generations may know and appreciate the historical resources, places, people, events and the arts which represent the City of Seaside.

Historical Background

The Seaside Art Commission was created by Ordinance 70, on May 17, 1956, two years after the City of Seaside was incorporated.

The Seaside History Commission was established by the adoption of Ordinance 593 on October 15, 1981.

These two Commissions were combined to form the Seaside Art & History Commission in 2010 by ordinance number 986.

According to the City ordinance, "The Art and History Commission shall have the power, and it shall be the duty of the commission to make recommendations to the City Council and to advise the council in the following matters:

- a. Pertaining to the encouragement of arts and crafts and historical activities;
- b. Pertaining to the promotion of programs of artistic merit within the city;
- c. Pertaining to the collection, promotion, display and preservation of Seaside's historical artifacts;
- d. Designate, protect, preserve, enhance and perpetuate those structures and areas of historical, architectural and engineering significance;
- e. Encourage the city systematic collection and preservation of Seaside's historic records and manuscripts. (Ord. 986 § 3, 2010)"

Goals

1. Explore funding possibilities for commission goals.
2. Maintain a professional, active and educated Art & History Commission for the City of Seaside.
3. Identify, protect, preserve and enhance historic and art resources.
4. Continually support and expand public awareness of Seaside's history, culture and art.
5. Recruit, support and promote the exhibition of art within the City of Seaside.

Accomplishments in 2018

- Installed 9 major art pieces at the Oldemeyer Center, Soper Community Center and Pattullo.
- Acquired historical books for the archives.
- Advocated for archive management and storage solutions to City.
- Acquired African American art work from James "Akin" Miller.
- Participated in CSUMB's Seaside Voices oral history project by contributing approximately 12 community member local interviews.
- Commissioner's participated in class presentation of Seaside's local history.
- Finalized Public Art Policy for submission to City Council.
- Participated in first annual Monterey County Archive Crawl.
- Promote annual Seaside Studio Tour event.
- Held seven art exhibits at Avery Art Gallery.
- Acquired 20 Oral Histories of Seaside residents from Monterey County Free Libraries.
- With assistance from CSUMB Service Learning intern, updated list of Oral Histories in the City of Seaside archives, and list of Oral History Transcripts. Matched print transcripts with cassette tapes and prepared a set of 19 Oral Histories for digitization.

Fiscal Year 2019-2020 Work Plan

- Develop a Public Utility boxes art project.
- Have all aural history tapes located in Seaside archives digitized to ensure preservation.
- Continue to advocate for archive storage and work space to preserve the City's history, archives and artifacts, enabling us to accept donations of family papers and historical materials.
- Finalize and present to City Council Public Art Spaces policy.
- Refurbish and update the glass cases at Avery Art Gallery.
- Continue to advocate for a building to become a City museum, art gallery and cultural center.
- Take part in every public relation opportunity to expand public awareness of Seaside's history and multi-ethnic culture.
- Create a short, readable (multi-lingual) History of Seaside; then expand this to include "Things to Do in Seaside, "Places to See in Seaside" and "Outside Seaside".
- Create some Seaside history class curriculums for all school grades. Provide mini-exhibits for schools.
- Expand and rotate Seaside History section of City's website.
- Develop a Historic Resource Preservation ordinance-backed process as required by the 2018 General Plan that will allow grants applications to fund an inventory of Historic Resources and Historic Designations.
- Work with CSUMB on more Seaside Voices oral histories and develop student capstone projects focusing on Seaside history.
- Collaborate with City, other Commissions and private groups on more public art projects.
- Develop a "digital era clippings" system to maintain a record of current Seaside history.

Ongoing Projects

- Continuous art exhibits at the Walter Avery Gallery, the premier art space on the Peninsula including the largest Youth Art Competition in Monterey County, Adult Art Competition.
- Annual Black History Month exhibit and reception.
- Rotating mini-exhibits in the Oldemeyer Center lobby & senior wing.
- Help prepare and participate in Outdoor Art Events.
- Continued networking with area art associations.
- Working with CSUMB on annual series Seaside Voices Oral Histories.
- Represented on area history groups: Archive Round Table, Monterey County. History Advisory Commission, Monterey Bay Heritage Area planning group.
- Networked with Monterey County Historical Society, planned Marina History Commission, FOAA and FOMA.
-



City of Seaside Community Development Advisory Committee Annual Work Plan Looking Ahead to FY 2019-2020

Members Appointed When Adopted:



Sue Hawthorne: Chair
Nelson (Zeke) Rivera: Vice Chair
Angela Doerr

Staff Liaisons

Sharon Mikesell, Administrative Analyst

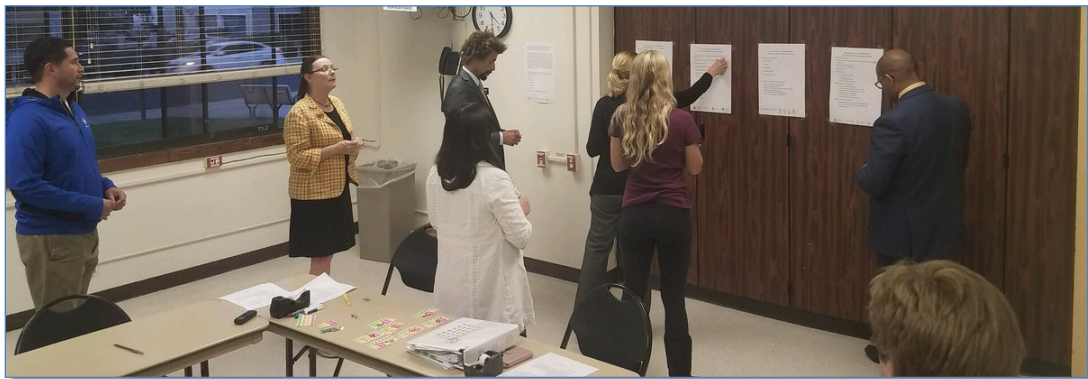
Mission Statement

Community Development Advisory Committee (CDAC) - a five (5) member committee of Seaside citizens approved by the Seaside City Council who broadly represent the diversity of the community. Insofar as practical, the committee includes residents of low- and moderate--income areas.

General duties of the Community Development Advisory Committee include:

- Assist in the implementation of the Community Development Block Grant Program (CDBG) program and any modifications as determined by community assessment and HUD program requirements.
- Holding neighborhood-planning meetings to solicit community input and assess needs;
- Assist in the assessment and determination of community needs at both citywide and neighborhood levels and in the development of realistic goals and objectives to meet these needs;
- Assist in the evaluation and recommendation of proposals from community organizations requesting funding and assistance;
- Assist in the development of specific project proposals for community development in the Consolidated Plan;
- Assist in the development of goals for housing assistance by type and location and make recommendation to the City Council;
- Assist in the monitoring of current program activities and the evaluation of past program performance;

Community Development Block Grant Program (CDBG) - A Federal program created under the Housing and Community Development Act of 1974. This program provides grants funds to local and State governments to be used to develop viable urban communities by providing decent housing with a suitable living environment and expanding economic opportunities to assist low- and moderate income residents.



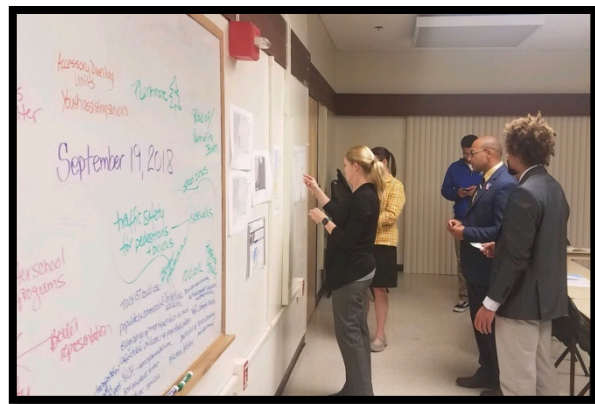
Historical Background

The City of Seaside developed a Citizen Participation Plan (SCPP) that describes how the City will involve citizens in the planning, implementation and assessment of the use of its CDBG Program. The City of Seaside Citizen Participation Plan (SCPP) was developed by the City's Resource Management Services Department under the guidance and requirements of 24 CFR Part 91.105 and complying with Section 104(a)(3) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(A)(3)) and was approved by the Seaside City Council on January 19 2012 with updates as needed to adapt to adjustments to the program.

The SCPP was developed to provide for and encourage citizen's involvement, particularly those living in slum and blighted areas and in areas where CDBG funds are proposed to be used. Residents of predominately low-and moderate-income neighborhoods, are encouraged to participate in the development of the Consolidated Plan, any substantial amendments to the Consolidated Plan and the annual evaluation and performance report (CAPER).

The SCPP also provides for appropriate actions to encourage the participation of all citizens, including minorities and non-English speaking persons, as well as persons with disabilities. Additionally, the SCPP provides for, in conjunction with the Monterey County Housing Authority, the participation of public and assisted housing development residents. Furthermore, the SCPP also establishes a reasonable opportunity for citizens to comment on changes to the Citizens Participation Plan, Annual Action Plan and the Consolidated Plan and makes them available, on request, in a format accessible to persons with disabilities.

Annually, the City conducts Neighborhood Planning Meetings to receive input from citizens and community organizations regarding the annual allocation and expenditure of CDBG funds. Notices of the neighborhood planning meetings is published in the **Monterey County Weekly** and posted on public bulletin boards throughout the community. The meetings are conducted by the Seaside Community Development Advisory Committee and City of Seaside staff. The Neighborhood Planning Meetings are generally held at the Oldemeyer Center to receive suggestions from citizens for projects/programs and to obtain the citizens views. Written and oral suggestions are accepted, presented, and discussed.



Fiscal 2019-2020 Work Plan

The City of Seaside operates its CDBG Program on its fiscal year, which begins July 1 and ends on June 30; therefore the meeting cycle is as follows:

The first round of meetings begins in July with the evaluation of the previous fiscal year projects and how those projects met the identified needs of the community. The first round of meetings concludes with the submission of the Consolidated Annual Performance Report (CAPER) to the US Department of Housing and Urban Development.

The second round of meetings are held in October, November and December. This is when the CDAC will hold neighborhood workshops to identify any new community development needs and priorities. The CDAC will provide the summary of the program evaluation which was completed in the first round of meetings. The second round of meetings concludes with a presentation before City Council reporting the identified needs to the community. The CDAC will holds Request for Proposal workshop in November (during the appropriate years in the two year cycle) to provide assistance to groups wishing to apply for funding. 2019-2020 will be a year when proposals are accepted.

The third and final round of meetings will be held January through May to provide citizens with the opportunity to submit their views and proposals for new projects and to assist in the selection of projects for CDBG funding. City departments and community-based non-profit groups may be funded to carry out certain neighborhood revitalization and economic development activities.

In February and March citizens shall have the opportunity to assist the CDAC in the evaluation of all of the projects submitted by the City and by community groups and to participate in the process of recommending to the City Council those activities which closely meet the needs of the community will be given the highest priority ratings for the next CDBG program year.

In April and May, the CDAC and the City Council will hold public meetings on the proposed Annual Application (Annual Action Plan or AAP) . In 2019-2020 an updated Consolidated Plan will also be prepared with the 2020-2021 Annual Action Plan as a portion of the Consolidated Plan.

The third and final round of meetings will conclude with the submission of the Consolidated (5 year) Plan and or the Annual Plan to HUD generally in May (or at other times HUD may specify due to timing of the allocation announcement).

Any time during the program year the CDAC may discuss or hold one or more workshops to formulate recommendations to the City Council regarding new

program/project activities using reprogrammable funds or any proposed amendments to the Annual Action Plan

Ongoing Projects

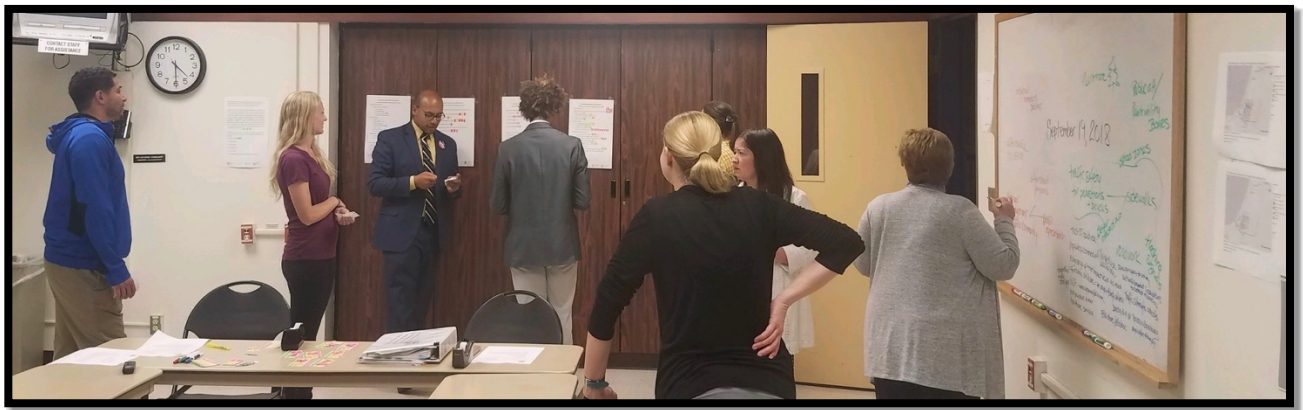
CDBG ALLOCATION PROCESS

The process begins with Neighborhood Planning Meetings, followed by the publication of a Notice of Funds Availability (NOFA) and requests for proposals for eligible activities from eligible entities. The process continues with presentation of proposed eligible activities (projects/programs) by eligible entities to the Community Development Advisory Committee (CDAC).

CDAC prioritizes the proposals in accordance with the National Objectives and eligible activities that will benefit low- and moderate-income persons through Area Benefit, Limited Clientele, or by Urgent Need. CDAC prepares their recommendations and the proposals are presented as priority proposals to the Seaside City Council.

Upon Council approval, the proposed projects/programs/ activities are submitted to HUD for final approval, which is generally granted in the summer. City of Seaside Staff prepares and executes grant agreements and the approved proposals from eligible entities can begin their project/program/activity.

New in 2018-2019, the City of Seaside began utilizing City Data Services data management for subrecipient report submittal to standardize the data with other agencies in Monterey County and to more efficiently utilize staff time reviewing submittals as the CDS software directly interfaces with the HUD Integrated Disbursement and Information System (IDIS) and re-keying of the data was eliminated.



CDAC WORKING CALENDAR

The CDAC updates their calendar at each month's meeting, a working calendar is created at the start of each fiscal year. Items may be added or adjusted as needed or as required by HUD.

During 2018-2019 CDAC hears quarterly updates regarding the current year's subrecipients and reports as necessary regarding the Memorandum of Understanding between the Cities of Salinas, Seaside and Monterey as well as the Urban County of Monterey (unincorporated areas as well as the Cities of Gonzales, Sand City & Greenfield) and the Housing Authority of Monterey County for a joint Analysis of Impediments (AI) report as required to be submitted and approved by HUD prior to the submission all five agencies' next five year Consolidated Plan in 2020.

The AI report is ready for release and will be reviewed by all five participating agencies (including Seaside) with a Public Hearing to be held in conjunction with the Annual Action Plan in May 2019. The final approval of the document will be submitted to Council once all five agencies have approved the draft. (Consent Item, projected to be summer 2019)

A copy of the 2018-2019 and the projected 2019-2020 CDAC Working Calendar is attached to this report.



City of Seaside Parks and Recreation Commission Annual Work Plan Looking Ahead to FY 2019-2020

Members Appointed When Adopted:

Bobby Maxwell, Chair

Rich Cadigan, Vice Chair

James White

Alicia Gaines-Lynch

Bob Constant

Willie Gray

Staff Liaisons

Nancy Towne, Recreation Director

Dan Meewis, Recreation Superintendent

Rick Riedl, City Engineer

David Fortune, Public Works Superintendent

Mission Statement

The mission of the Seaside Recreation and Parks Commission is to promote and advocate for parks and recreation services in an advisory capacity, to advance and preserve parks and recreation services, and to ensure safe parks and recreation facilities are available for all residents and visitors to the City of Seaside.

Historical Background

The City of Seaside Recreation and Park Commission consists of seven appointed members who hold office for three years. The Commission was established by Ordinance No. 1 on October 13, 1954. At that time SECTION 1-218 authorized the creation of three special committees of three members each; Recreation and Parks Committee, Public Works Committee and Financial Committee. Since then the committee structure was replaced by a Commission structure. Currently the duties of the Recreation and Park Commission are:

1. To act in an advisory capacity to the city council, director of the Recreation Department and the boards of trustees of the school districts and to cooperate with other governmental agencies and civic groups in the advancement of sound park and recreation planning and programming.
2. Recommend policies on recreational services and facilities to the director of community services and the city council;
3. Consult with the Recreation Director on matters relating to the administration and development of recreation areas, facilities, programs and improvements.
4. Make periodic inventories of recreation services that exist or may be needed and interpret the needs of the public to the city council, the school boards of trustees and to the director of the Recreation Department.
5. Aid in coordinating recreation services with the programs of other public agencies and voluntary organizations.

6. Advise the director of community services in the preparation of the annual budget and a long-range recreation capital improvement program.
7. Advise the Recreation Director in the preparation of the annual budget and a long-range recreation capital improvement program.
8. Advise the city council on matters regarding trees, urban forestation endeavors and related resources.
9. Develop, keep current, and aid in the facilitation of a plan for the development, conservation and care of urban forest resources.
10. Develop and review annually a long-range plan for urban forestation.
11. Review, in cooperation with the city forester, annual plans for urban forestry programs.
12. Coordinate or conduct planned projects for the advancement of the urban forest.
13. In collaboration with the city forester, inform residents regarding tree planning, tree care, and forestry programs.

Fiscal 2019-2020 Work Plan

The Seaside Recreation and Parks Commission desires and encourages community participation in the decision making process.

<i>GOAL/OBJECTIVE</i>	<i>PROPOSED ACTIVITIES</i>	<i>PRIORITY RANKING</i>	<i>TIMELINE FOR COMPLETION</i>
FY 19-20 CIP and budget review	To review, consider and endorse recommended budget for FY 19-20.	High	June 2019
Consult with City staff	To increase the Parks & Recreation budget for 19-20.	High	June 2019
Promote public input	Gather, review, and endorse needs.	High	June 2019
Seek grant funds	Advocate and seek public funds available through the Office of Grants and Local Services and National Recreation and Park Association, etc.	High	Ongoing
Submit SPP Grant	Submit a competitive grant in order encumber funds available to underserved CA communities.	High	September 2019
Work cooperatively with FOSPA and other city commissions	Collaborate with other city commissions and FOSPA.	Medium	June 2020
Seek Input for needs within Recreation Department & funding for those needs	Gather, review, and endorse needs and funding for inclusion in FY 20-21 budget.	High	March 2020

Attend workshops	Encourage commissioner attendance.	Medium	June 2020
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Prior Year Accomplishments

<i>GOAL/OBJECTIVE</i>	<i>ACTIVITIES SUPPORTING GOAL</i>	<i>STATUS</i>
Restore Parks and Recreation Commission	Seaside City Council sought and encouraged members of the community to apply for and sit on the Recreation and Parks Commission.	Completed
Roberts Lake Eco-Recreation Station	Park completed in July 2018.	Completed
Community input regarding Ellis Park design	Public forum held February 2018 regarding budget allocation.	Completed
Community input regarding Cutino Park	Public forum held regarding facility additions and construction.	Completed
Attend Parks and Recreation Workshops during FY 18-19	Three Members attended the California Parks and Recreation Society (CPRS) Region 2 Conference.	Completed

Ongoing Projects

<i>PROJECT</i>	<i>ACTIVITIES</i>
Capra Park	Recommend and seek community input into the Capra Park (as required by SPP grant).
Recreation and park facilities	Encourage attendance to all parks, recreation center, pool and facilities.
Promote recreation and park activities	Blues in the Park, youth, adult and senior activities.
Monitor improvements	Cutino Park, Ellis Park, Portal Project, Capra Park, Highland Otis Park, and Manzanita.