



A G E N D A
CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, August 1, 2019
7:00 PM

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby	Mayor
David R. Pacheco	Mayor Pro Tem
Jason Campbell	Council Member
Jon Wizard	Council Member
Alissa Kispersky	Council Member

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

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

5. PUBLIC COMMENT

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

6. PUBLIC AGENCY COMMUNICATIONS

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

7. PRESENTATIONS

A. PRESENTATION BY THE HOMELESS COMMITTEE ON "LITTLE FREE (FOOD) PANTRIES"

RECOMMENDATION: The purpose of this item is for City Council to receive a presentation by the Seaside Homeless Committee on Little Free Pantries.

B. QUARTERLY COMMUNITY AND ECONOMIC DEVELOPMENT REPORT

RECOMMENDATION: Receive the Quarterly Community and Economic Development Report.

8. CONSENT AGENDA

A. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of July 6, 2019 through July 19, 2019 including the payroll and benefits checks, direct deposits and wired payments related to the pay period of July 19, 2019. Total Accounts Payable and Payroll for the above referenced period is \$1,175,091.80.

B. APPROVE THE TRAFFIC ADVISORY (TAC) COMMITTEE RECOMMENDATIONS

RECOMMENDATION: Approve the Traffic Advisory Committee recommendations from the July 9, 2019 Special TAC Meeting to authorize the placement of the following:

- Mirror placed at the intersection of Noche Buena Street and Mingo Avenue for westbound traffic on Mingo Avenue.

C. ESTABLISHING AN ON-CALL LIST FOR HYDROGEOLOGIC SERVICES CONSULTANT

RECOMMENDATION: Consider approval of a short list of firms to provide on-call hydrogeologic consulting services.

D. ADOPT A RESOLUTION ADDING THE CLASSIFICATION OF RECREATION SUPERVISOR TO THE CLASSIFICATION PLAN

RECOMMENDATION: It is proposed and recommended that the City Council approve a resolution adding the classification of Recreation Supervisor to the Classification Plan and establishing the salary for the position.

E. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING THE MODIFICATION OF THE CITY'S POSITION ALLOCATION LIST TO ADD ONE ASSISTANT CITY MANAGER AND ONE

ADMINISTRATIVE ASSISTANT AND TO DELETE ONE PUBLIC AFFAIRS OFFICER / CITY CLERK

RECOMMENDATION: Approve the resolution modifying the Position Allocation List and the Salary Schedule.

F. ADOPT A RESOLUTION APPROVING A CONTRACT WITH THE SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS FOR ANIMAL SHELTERING SERVICES

RECOMMENDATION: Adopt an amended resolution authorizing the agreement with the Society for the Prevention of Cruelty to Animals.

9. BUSINESS ITEMS

A. APPROVE THE TRAFFIC ADVISORY (TAC) COMMITTEE RECOMMENDATIONS

RECOMMENDATION: Approve the Traffic Advisory Committee recommendations from the July 9, 2019 Special TAC Meeting to authorize the placement of the following:

- Bot dots on Plumas Avenue between Highland Street and Noche Buena Street.

B. RE-ALLOCATE WATER ACROSS EXISTING WATER ALLOCATION COMMITTEE CATEGORIES TO REFLECT THE CURRENT WATER MANAGEMENT BALANCE FOR SEASIDE, AND PROVIDE DIRECTION TO STAFF REGARDING MODIFYING THE WATER ALLOCATION COMMITTEE PROCESS

RECOMMENDATION: Re-allocate water across existing Water Allocation Committee categories to reflect the current water management balance for Seaside, and provide direction to staff regarding modifying the Water Allocation Committee process.

C. APPROVE AN AGREEMENT WITH EMERGENCY SERVICES CONSULTING INTERNATIONAL IN THE AMOUNT OF THIRTY-EIGHT THOUSAND, FIVE HUNDRED DOLLARS (\$38,500.00) TO CONDUCT A FIRE DEPARTMENT COMMUNITY RISK ANALYSIS STANDARDS OF COVER STUDY.

RECOMMENDATION: For Council to approve an agreement with Emergency Services Consulting International in the amount of thirty-eight

thousand, five hundred dollars (\$38,500.00) to conduct a fire department community risk analysis standards of cover study.

10. COUNCIL MEMBER REQUESTS

A. REQUEST TO AGENDIZE THE CONTINUATION OF THE JULY 18 WATER STUDY SESSION AS REASONABLY FEASIBLE (COUNCIL MEMBER CAMPBELL)

RECOMMENDATION: That the City Council agendize the continuation of the July 18 Water Study Session.

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

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

12. ADJOURNMENT

Next Regularly Scheduled Meeting:
August 15, 2019
7:00 PM

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, 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.



CITY OF SEASIDE STAFF REPORT

Item No.: 7.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: August 1, 2019

SUBJECT: PRESENTATION BY THE HOMELESS COMMITTEE ON "LITTLE FREE (FOOD) PANTRIES"

PURPOSE & RECOMMENDATION

The purpose of this item is for City Council to receive a presentation by the Seaside Homeless Committee on Little Free Pantries.

BACKGROUND

For more than a decade people have been erecting community book exchanges called Little Free Libraries around the world. The colorful cabinets, which often look like giant bird houses, are typically filled with used books donated by people living in the area. But an organization based out of Arkansas known as Little Free Pantry has taken the idea to a new level by turning the cabinets into small, neighborhood food pantries.

Just like a Little Free Library, the makeshift food pantries are filled by members of the community with supplies such as canned soup, canned tuna, and pasta. People who are food insecure can then take what they need from the cabinet. Roughly 40 million people in the U.S. live in a household that's considered food insecure, according to the US Department of Agriculture's 2017 report on food security, while nearly 10 million people fall into the category of low food security — meaning that they ration their food intake and rely on food pantries in emergencies.

While Little Free Pantries aren't a replacement for traditional food pantries, they do play an important role for people in short-term distress. Some food pantries have barriers to entry such as applications for use and set hours of operation; in contrast, the Little Free Pantries are available round-the-clock and don't require that users supply any personal information. They also reduce feelings of stigma associated with

visiting a food pantry.

Since opening the first Little Free Pantry in Fayetteville, Arkansas, in May 2016, more than 600 cabinets have popped up around the U.S. and around the world. People are encouraged to stock non-perishable food items as well as toiletries and school supplies. Americans tend to only think about donating food around the holidays or in times of crisis, but these neighborhood pantries could also serve as a year-round reminder that people always need something to eat.

FISCAL IMPACT

None

ATTACHMENTS

1. "Little Free (Food) Pantries" Article
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

The Washington Post

Inspired Life

Little Free Pantries are like Little Free Libraries — but with food

By Hannah Natanson

June 17

At least once a day, Matthew Nordon drives by the Little Free Pantry in Lexington Park, Md.

Sitting in his “loaner” Hyundai Elantra, often with fiancée Tiffany Tucker by his side, Nordon checks out the offerings on display in the closet-sized wooden cabinet, hand-painted by a local artist and stocked by nearby residents.

Days with canned soups and canned fish — stuff “you can eat right out of the box” — are great days for Nordon, who is jobless and living out of his car with Tucker and her mother.

Days with toothpaste or shampoo are even better.

“It would make things a lot worse [if this wasn’t here],” Nordon said of the streetside pantry. “It’s already a struggle as it is.”

Lexington Park’s pantry, which opened for use in June 2017, is one of over 600 Little Free Pantries set up across the United States over the past three years. The movement started when Jessica McClard, a 44-year-old mother of two living in Fayetteville, Arkansas, noticed a Little Free Library pop up in her hometown. That initiative, which recently celebrated its 10-year anniversary, encourages people around the world to share books via mini-libraries made from things like tree stumps or mailboxes.

McClard was astonished to see scores of Little Free Libraries appear soon after the first.

“There was something going on... and it seemed to have something to do with a need to reconnect with our neighbors,” McClard said. “It wasn’t so much about what went inside the space as the space itself — and I just knew I was going to put food in it. I was determined to do it.”

She opened the world’s first Little Free Pantry on May 12, 2016 just outside her church in Fayetteville. McClard’s proposal was simple: Anyone could build a Little Free Pantry (today there is even a do-it-yourself kit on Amazon), anyone could add food, and anyone could take food. She created social media accounts for the initiative and later launched a [website](#).

Things moved fast. Two weeks after McClard opened the first, a stranger built a second Little Free Pantry in Fayetteville; a few months after that, more than 100 had cropped up across America and the idea had gone international — someone had built a Little Free Pantry in New Zealand.

“I hoped that it would [take off] and thought that it might,” McClard said. “It was just compelling to people.”

Today, in addition to the hundreds in the United States, there are Little Free Pantries in countries such as Canada, the Netherlands and Australia. Through her website, McClard keeps track of as many Little Free Pantries as she can and provides general advice on where and how to build the cabinets. She estimates at least seven new Little Free Pantries appear every week.

“It’s a really neat thing,” said Tim McDermott, the chief development officer for Feed More, a non-profit that collects, prepares, and distributes food in central Virginia. “Addressing food insecurity takes a lot, and this is another pretty innovative piece to the puzzle that meets a really local need where it exists. Hunger is a year-round problem for people.”

According to the U.S. Department of Agriculture, 40 million Americans — including more than 12 million children — lacked regular access to a sufficient supply of food in 2017. McDermott said Little Free Pantries are especially helpful as a way to meet the “emergency needs” of those who are sometimes forced to choose between buying food and paying for shelter, medication or transportation.

Neither McClard nor McDermott advocated placing strict restrictions on what should go inside a Little Free Pantry. McDermott, who noted that food-insecure people often face health issues, said high-protein foods like peanut butter and tuna fish — or low-sodium foods like fruit canned in its own juice — are always a good option.

But Little Free Pantries are not just for food. Tiffany Childress, 32, who — along with other members of the MOMS club, a local support group for stay-at-home mothers — helped open the Little Free Pantry in Lexington Park, said the items that disappear most quickly are often personal hygiene items: toilet paper, toothpaste, tampons.

“I have not really seen anything that did not go out of a Little Free Pantry,” McClard said. “People should implement this in whatever way suits their need or their vision or matches their resources.”

McClard does, however, suggest that Little Free Pantry owners put up signs forbidding items that could possibly cause harm — things like razors, alcohol or glass containers that might shatter.

In addition to feeding the hungry, Little Free Pantries can knit neighborhoods closer together. Justina Edwardsen — a former resident of Takoma Park, Md. who opened a Little Free Pantry in her neighborhood in early 2018 after hearing about the movement on National Public Radio — said she was surprised and delighted by how quickly her neighbors got involved with the project.

Edwardsen spread the word about the Takoma Park Little Free Pantry by posting on her neighborhood listserv. Within a week or two, the pantry was filling and emptying every day, and almost everyone she knew was contributing. Childress said the Little Free Pantry in Lexington Park, built outside the Lexington Park Library, took off similarly quickly — all it required was a few posts on social media, as well as a few fundraising events (for the construction costs, which totaled a couple hundred dollars) in partnership with local restaurants. Other residents learned about the Little Free Pantry just by visiting the library.

“It brought into view poverty in our community,” said Amy Ford, the branch manager of the Lexington Park Library. “But I think it also gave people a new and visible way to make a difference.”

Molly Edwardsen, Justina’s 10-year-old daughter, said she realized the impact her family’s Little Free Pantry could have when she opened the pantry one day and found a hand-written note tucked inside.

“It said, ‘God bless you,’ and then there was the name of a family and then it said, ‘A Homeless Family,’” Molly Edwardsen said. “It just made me feel so happy to have people not starving.”

Tara Leggett, who lives off of social security disability checks in a home near Lexington Park, is another person for whom a Little Free Pantry helps stave off starvation. Leggett, who is allergic to gluten and suffers from stomach cancer, said she visits the Little Free Pantry in her area every day.

Burdened in part by medical expenses, Leggett sometimes stops by when she cannot afford to restock her own pantry. At other times, when things are easier, she comes by to leave food. And sometimes, she

just swings by to clean: She clears away spilled pasta, re-stacks cans, organizes donated items of clothing.

On a recent Wednesday, Leggett spent several minutes aligning water bottles in pristine rows, making sure their plastic labels faced forward. She takes care of the Little Free Pantry, she said, because it takes care of her.

"I have less than \$20 to my name right now," Leggett said. "This keeps me going."

Read more:

[Doctors said she wouldn't live to her first birthday. She just went to prom with two dates.](#)

[This man scours thrift stores and basements for wheelchairs and crutches. Then he gives them to the needy.](#)

[Art critics told him no one would like his paintings. Now fans go on scavenger hunts for them.](#)

Hannah Natanson

Hannah Natanson is a reporter covering social issues in the D.C. metro area. She previously reported on biotechnology companies in Silicon Valley for the Information. She joined The

The Washington Post

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CITY OF SEASIDE STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Misty Bradshaw, Associate Engineer

DATE: August 1, 2019

**SUBJECT: APPROVE THE TRAFFIC ADVISORY (TAC) COMMITTEE
RECOMMENDATIONS**

PURPOSE & RECOMMENDATION

Approve the Traffic Advisory Committee recommendations from the July 9, 2019 Special TAC Meeting to authorize the placement of the following:

- Mirror placed at the intersection of Noche Buena Street and Mingo Avenue for westbound traffic on Mingo Avenue.

BACKGROUND

Mirror placed at the intersection of Noche Buena Street and Mingo Avenue for westbound traffic on Mingo Avenue.

The request for a stop sign at this location has been requested and considered at previous TAC meetings on May 17, 2006, October 21, 2009, and again on June 2, 2015. Prior requests were denied based on failure to satisfy minimum requirements to warrant a stop sign. Due to the recent request for stop signs at this intersection, staff collected current traffic count data and reviewed and analyzed the data against minimum requirements as identified in the California Manual for Uniform Traffic Control Devices (CAMUTCD) prepared by the California Department of Transportation (CalTrans). Data collected to conduct a stop sign warrant analysis includes traffic and pedestrian/bicycle volume counts, vehicle speeds, and collision history. Traffic data was collected February 2019 through May 2019. Traffic collision data was provided by the Seaside Police Department.

Street Information:

The intersection of Noche Buena Street and Mingo Avenue is a three-way intersection surrounded by a residential neighborhood. Noche Buena Street and Mingo Avenue are classified in the General Plan as collector streets. The posted speed limit on Noche Buena Street and Mingo Avenue is 25 miles per hour. Noche Buena Street and Mingo Avenue both measure 40 feet from face of curb to face of curb, which allows for two lanes of two way traffic and parking on both sides of the street. There is a stop sign on Mingo Street regulating westbound traffic. There are two bus stops on Noche Buena Street marked by red curbs approximately 30 feet along the east curb north of Mingo Avenue and 80 feet along the west curb south of Mingo Avenue. There is approximately 40 feet of red curb painted along the east curb on Noche Buena south of Mingo Avenue. See Attachment 4.

Staff Analysis:

The City of Seaside uses Caltrans Multi-way Stop Warrant analysis, Section 2B.07 of the CAMUTCD, to determine whether or not a stop sign should be placed at a particular intersection. For a stop sign to be "warranted", the following conditions are taken into consideration: collision history; vehicular, pedestrian and bicycle volumes; delay (time that a motorist must wait at an intersection before proceeding); and traffic speed.

Collision History:

A stop sign may be warranted where a problem exists as indicated by five or more reported collisions within a 12-month period of a type susceptible to correction by a multi-way stop installation, such as right and left turn collisions as well as right angle collision. Traffic collision data was reviewed from January 2016 to present. During that time there were ten reported collisions located at the intersection of Noche Buena Street and Mingo Avenue. Of the 10 traffic collisions within this 3 1/2 year period, six may have been prevented by the presence of a stop sign. Reviewing collisions in a 12 month period there was a maximum of three traffic collision that may have been prevented by the presence of a stop sign. The three traffic collisions occurred between December 2016 through December 2017. There has been less than five traffic collisions within a 12-month period susceptible to correction by a multi-way stop installation, therefore, this warrant is not met. See Attachment 5.

Vehicular and Pedestrian Volumes and Delay:

A stop sign is warranted if the total vehicular volume entering the intersection from both major approaches averages at least 300 vehicles per hour for any eight hours of an average day and the combined vehicular and pedestrian volume from the minor street averages at least 200 vehicles per hour for the same 8 hours, with an average delay to minor street traffic of at least 30 seconds per vehicle during the maximum hour. Staff conducted a 24 hour study at the intersection of Noche Buena Street and Mingo Avenue. The highest 8 hour volume, which was used, averaged 438 vehicles per hour with the highest hour from 12:00pm to 1:00pm. The minor volume entering the intersection for the same eight hours averaged 88 vehicles/hour and the pedestrian and bicycle data yielded an average of 15 pedestrians/bicyclist per hour. The average

delay to the minor street was 7 seconds. The total volumes entering the intersection meet the 300 vehicle per hour threshold for any 8-hour period, however, the combined vehicular and pedestrian volume from the minor street must average at least 200 vehicles per hour for the same eight hours, with an average delay to minor street vehicular traffic of at least 30 seconds per vehicle during the maximum hour. Mingo's traffic data did not meet this requirement with an average hourly volume of 88 vehicular and pedestrian volume per hour. Therefore, combined volumes of pedestrians and vehicles do not meet this warrant for the Noche Buena/Mingo intersection. See Attachment 6.

Speed:

If 85th percentile speed on Noche Buena Street exceeded 40 MPH, then the minimum vehicular volume warrant can be reduced, in accordance with Caltrans guidelines. However, according to the recently collected data, the 85th percentile speed is 34 MPH on Noche Buena Street. A reduction in vehicle volume is not warranted.

Site Visit:

Staff conducted a field visit to observe the existing conditions. Intersection visibility was found to be adequate for all turning movements at the intersection. It is not recommended to extend the existing red curb to improve sight distance as it would further impact parking within an already impacted area.

Based upon the above analysis, stop signs at the intersection of Noche Buena Street and Mingo Avenue are not warranted. Collected traffic data did record occasional high speeds (over 40 MPH), and one of the collisions recorded was due to vehicular speeding, in addition to failure to yield to approaching vehicles. Due to these factors, staff recommends targeted enforcement, which could lower the potential for collisions caused by excessive speeding. Per the MUTCD, stop signs are not to be used for speed control. In addition, staff proposes to install a mirror on the existing light pole in front of 1701 Noche Buena Ave. to improve visibility of oncoming traffic for cars entering the intersection from Mingo Ave.

The TAC reviewed the request at the July 9, 2019 Special Meeting, and passed a motion to recommend to Council to deny the request for a stop sign on Noche Buena St. at Mingo Ave. and to recommend installation of a traffic mirror.

ENVIRONMENTAL COMPLIANCE

Per Title 14 of the California Code of Regulations, Chapter 3, "Guidelines for Implementation of California Environmental Quality Act (CEQA)," Article 19, "Categorical Exemptions," Section 15301.c, "Existing Facilities" the proposed project is categorically exempt.

FISCAL IMPACT

The fiscal impact associated with this item would include installation of a traffic mirror on the existing pole for an estimated total of \$250 for material. To be paid out of the Streets Maintenance Fund and installation to be performed by City crews.

ATTACHMENTS

1. Attachment 1 - Proposed Mirror Location
 2. Attachment 2 - Collision Data
 3. Attachment 3 - Vehicle Count Data
-

Reviewed for Submission to the
City Council by:

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

Craig Malin, City Manager



Proposed location
of traffic mirror
installed on
existing light pole

Collision History
Within Intersection Noche Buena St. and Mingo Ave.
January 1, 2016 - May 31, 2019

Date	Type	Location	Correction with 3 Way Stop at Mingo?	PCF	Primary Collision Factor Description
3/20/2016	Injury Collision	Noche Buena at Mingo	Yes	22107	Entered roadway when not clear and without proper signaling
6/2/2016	Non injury vehicle colision	Noche Buena, 16ft North of Mingo Ave.	No	21703	Tailgating
6/25/2016	Non injury vehicle colision	146 Feet North of Mingo	No	22107	Entered roadway when not clear and without proper signaling (non-intersection)
12/5/2016	Injury Collision	Noche Buena at Mingo	Yes	21801(B)	Failure to Yield to opposite direction during a U-turn
1/24/2017	Non injury vehicle colision	Noche Buena, 50ft North Mingo Ave.	Yes	22107	Entered intersection when not clear and without proper signaling
7/29/2017	Non injury vehicle colision	Noche Buena at Mingo	Yes	38314	"off highway motor vehicle" fialure to yield
9/1/2017	Injury Collision	Noche Buena, 108ft. North of Mingo	No	22107	Entered roadway when not clear and without proper signaling (non-intersection)
10/15/2018	Property Damage Only	Noche Buena at Mingo	Yes	21802(A)	Failure to Yield to an aproaching vehicle
12/15/2018	Vehicle towaway	Noche Buena, 139ft S. of Mingo	No	22350	Speeding
4/27/2019	Non injury vehicle colision	Noche Buena at Mingo	Yes	21802(A)	Failure to Yield to aproaching vehicle and Speeding

Noche Buena and Mingo - Southbound - MAJOR		
Date	Time Range	Vehicle Volum
Tuesday 02/06/19	[10:00-10:15]	34
	[10:15-10:30]	31
	[10:30-10:45]	33
	[10:45-11:00]	33
	[11:00-11:15]	32
	[11:15-11:30]	36
	[11:30-11:45]	47
	[11:45-12:00]	49
	[12:00-12:15]	33
	[12:15-12:30]	43
	[12:30-12:45]	42
	[12:45-13:00]	51
	[13:00-13:15]	43
	[13:15-13:30]	52
	[13:30-13:45]	48
	[13:45-14:00]	50
	[14:00-14:15]	56
	[14:15-14:30]	52
	[14:30-14:45]	55
	[14:45-15:00]	55
	[15:00-15:15]	68
	[15:15-15:30]	71
	[15:30-15:45]	68
	[15:45-16:00]	94
	[16:00-16:15]	72
	[16:15-16:30]	63
	[16:30-16:45]	66
	[16:45-17:00]	58
	[17:00-17:15]	63
	[17:15-17:30]	86
	[17:30-17:45]	74
	[17:45-18:00]	65
	[18:00-18:15]	70
	[18:15-18:30]	48
	[18:30-18:45]	45
	[18:45-19:00]	50
	[19:00-19:15]	52
	[19:15-19:30]	43
	[19:30-19:45]	36
	[19:45-20:00]	41
	[20:00-20:15]	29
	[20:15-20:30]	26
	[20:30-20:45]	64
	[20:45-21:00]	35
	[21:00-21:15]	33
	[21:15-21:30]	25
	[21:30-21:45]	14
	[21:45-22:00]	17
	[22:00-22:15]	12
	[22:15-22:30]	13
	[22:30-22:45]	17
	[22:45-23:00]	11
	[23:00-23:15]	11
	[23:15-23:30]	8
	[23:30-23:45]	6
	[23:45-00:00]	5
	[00:00-00:15]	5
	[00:15-00:30]	3
	[00:30-00:45]	3
	[00:45-01:00]	4
	[01:00-01:15]	1
	[01:15-01:30]	2
	[01:30-01:45]	1
	[01:45-02:00]	1
	[02:00-02:15]	4
	[02:15-02:30]	0
	[02:30-02:45]	1
	[02:45-03:00]	1
	[03:00-03:15]	1
	[03:15-03:30]	0
	[03:30-03:45]	3
	[03:45-04:00]	1
	[04:00-04:15]	1
	[04:15-04:30]	1
	[04:30-04:45]	2
	[04:45-05:00]	2
	[05:00-05:15]	6
	[05:15-05:30]	6
	[05:30-05:45]	7
	[05:45-06:00]	7
	[06:00-06:15]	10
	[06:15-06:30]	11
	[06:30-06:45]	12
	[06:45-07:00]	15
	[07:00-07:15]	27
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	[07:30-07:45]	65
	[07:45-08:00]	101
	[08:00-08:15]	87
	[08:15-08:30]	58
	[08:30-08:45]	45
	[08:45-09:00]	41
	[09:00-09:15]	28
	[09:15-09:30]	25
	[09:30-09:45]	34
	[09:45-10:00]	25

Noche Buena and Mingo - Northbound - MAJOR		
Date	Time Range	Vehicle Volum
Tuesday 02/06/19	[10:00-10:15]	28
	[10:15-10:30]	32
	[10:30-10:45]	29
	[10:45-11:00]	31
	[11:00-11:15]	27
	[11:15-11:30]	29
	[11:30-11:45]	25
	[11:45-12:00]	36
	[12:00-12:15]	41
	[12:15-12:30]	39
	[12:30-12:45]	40
	[12:45-13:00]	33
	[13:00-13:15]	43
	[13:15-13:30]	33
	[13:30-13:45]	35
	[13:45-14:00]	31
	[14:00-14:15]	49
	[14:15-14:30]	45
	[14:30-14:45]	65
	[14:45-15:00]	51
	[15:00-15:15]	70
	[15:15-15:30]	53
	[15:30-15:45]	70
	[15:45-16:00]	66
	[16:00-16:15]	55
	[16:15-16:30]	67
	[16:30-16:45]	65
	[16:45-17:00]	70
	[17:00-17:15]	83
	[17:15-17:30]	80
	[17:30-17:45]	63
	[17:45-18:00]	75
	[18:00-18:15]	57
	[18:15-18:30]	61
	[18:30-18:45]	58
	[18:45-19:00]	44
	[19:00-19:15]	38
	[19:15-19:30]	42
	[19:30-19:45]	41
	[19:45-20:00]	28
	[20:00-20:15]	33
	[20:15-20:30]	39
	[20:30-20:45]	33
	[20:45-21:00]	28
	[21:00-21:15]	33
	[21:15-21:30]	23
	[21:30-21:45]	15
	[21:45-22:00]	25
	[22:00-22:15]	17
	[22:15-22:30]	12
	[22:30-22:45]	10
	[22:45-23:00]	7
	[23:00-23:15]	14
	[23:15-23:30]	13
	[23:30-23:45]	5
	[23:45-00:00]	7
	[00:00-00:15]	2
	[00:15-00:30]	5
	[00:30-00:45]	0
	[00:45-01:00]	2
	[01:00-01:15]	0
	[01:15-01:30]	1
	[01:30-01:45]	3
	[01:45-02:00]	1
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	[02:15-02:30]	2
	[02:30-02:45]	2
	[02:45-03:00]	3
	[03:00-03:15]	1
	[03:15-03:30]	2
	[03:30-03:45]	1
	[03:45-04:00]	3
	[04:00-04:15]	1
	[04:15-04:30]	0
	[04:30-04:45]	1
	[04:45-05:00]	0
	[05:00-05:15]	6
	[05:15-05:30]	3
	[05:30-05:45]	2
	[05:45-06:00]	2
	[06:00-06:15]	5
	[06:15-06:30]	6
	[06:30-06:45]	4
	[06:45-07:00]	15
	[07:00-07:15]	21
	[07:15-07:30]	42
	[07:30-07:45]	70
	[07:45-08:00]	93
	[08:00-08:15]	60
	[08:15-08:30]	48
	[08:30-08:45]	54
	[08:45-09:00]	24
	[09:00-09:15]	37
	[09:15-09:30]	25
	[09:30-09:45]	35
	[09:45-10:00]	29

Highest 8 hour
volume Major
Direction

438

Mingo at Noche Buena - MINOR		
Date	Time Range	Vehicle Volum
Tuesday 02/06/19	[10:00-10:15]	15
	[10:15-10:30]	17
	[10:30-10:45]	12
	[10:45-11:00]	9
	[11:00-11:15]	18
	[11:15-11:30]	17
	[11:30-11:45]	9
	[11:45-12:00]	11
	[12:00-12:15]	15
	[12:15-12:30]	22
	[12:30-12:45]	21
	[12:45-13:00]	22
	[13:00-13:15]	24
	[13:15-13:30]	19
	[13:30-13:45]	22
	[13:45-14:00]	14
	[14:00-14:15]	16
	[14:15-14:30]	22
	[14:30-14:45]	28
	[14:45-15:00]	22
	[15:00-15:15]	30
	[15:15-15:30]	36
	[15:30-15:45]	28
	[15:45-16:00]	30
	[16:00-16:15]	18
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	[19:15-19:30]	14
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	[20:30-20:45]	13
	[20:45-21:00]	7
	[21:00-21:15]	7
	[21:15-21:30]	10
	[21:30-21:45]	6
	[21:45-22:00]	10
	[22:00-22:15]	8
	[22:15-22:30]	10
	[22:30-22:45]	5
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	[23:45-00:00]	2
	[00:00-00:15]	2
	[00:15-00:30]	3
	[00:30-00:45]	0
	[00:45-01:00]	0
	[01:00-01:15]	2
	[01:15-01:30]	1
	[01:30-01:45]	1
	[01:45-02:00]	0
	[02:00-02:15]	1
	[02:15-02:30]	0
	[02:30-02:45]	0
	[02:45-03:00]	0
	[03:00-03:15]	2
	[03:15-03:30]	1
	[03:30-03:45]	2
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	[04:00-04:15]	2
	[04:15-04:30]	2
	[04:30-04:45]	4
	[04:45-05:00]	4
	[05:00-05:15]	7
	[05:15-05:30]	4
	[05:30-05:45]	9
	[05:45-06:00]	3
	[06:00-06:15]	10
	[06:15-06:30]	11
	[06:30-06:45]	17
	[06:45-07:00]	21
	[07:00-07:15]	29
	[07:15-07:30]	37
	[07:30-07:45]	47
	[07:45-08:00]	38
	[08:00-08:15]	39
	[08:15-08:30]	22
	[08:30-08:45]	22
	[08:45-09:00]	23
	[09:00-09:15]	18
	[09:15-09:30]	24
	[09:30-09:45]	19
	[09:45-10:00]	19

Highest same 8
hour volume
Minor Direction

87.75



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer

DATE: August 1, 2019

**SUBJECT: ESTABLISHING AN ON-CALL LIST FOR HYDROGEOLOGIC
SERVICES CONSULTANT**

PURPOSE & RECOMMENDATION

Consider approval of a short list of firms to provide on-call hydrogeologic consulting services.

BACKGROUND

The City's Six Year Capital Improvement Program includes a project to install a non-potable groundwater well at Laguna Grande Park to substitute the use of valuable potable water for activities such as flushing of sewer lines or dust control at construction sites. The design and construction of the groundwater wells and associated appurtenances requires skill and experience of a licensed hydrogeologist.

A Request for Qualifications (RFQ) was released on June 3, 2019 with the intent to select up to three (3) qualified firms to provide hydrogeologic consulting services. The term of the on call list is for a three year period, with the option of two (2) one year extensions. The RFQ was sent to local firms and posted on the City of Seaside website.

A total of 3 proposals were received by the July 3, 2019 deadline. Proposals evaluated were from Bierman Hydrogeologic, Daniel B. Stephens & Associates, and Stantec Consulting Services, Inc. The proposals were reviewed for completeness and on the firm's qualifications to perform the intended work. The proposals were evaluated on organization, staffing, related experience, management approach, local knowledge, and professional references. Special attention was given to the proposed project managers and their related experiences. The evaluations were performed by a selection

committee comprised of professional staff from the City of Seaside.

After careful consideration and evaluation consistent with the selection process described within the RFQ, it was determined all three firms demonstrated the skills and experience necessary to support the City to accomplish its goals. Having the ability to draw from a list of multiple on-call consultants provides flexibility necessary to accomplish several projects at once without stretching resources of the consulting firms and allows staff to match a specific consultant's strength with the need of a particular project. Therefore, the selection committee recommends the Council adopt a resolution to approve Bierman Hydrogeologic, Daniel B. Stephens & Associates, and Stantec Consulting Services, Inc. If approved, on-call consultant(s) may or may not be called upon by the City to provide services on an as-needed basis.

NEXT STEPS:

Services may be solicited and retained from consultants listed on Exhibit A in accordance with Seaside Municipal Code Section 3.04, "Purchasing System." Staff will solicit specific proposals and negotiate the scope, schedule, and fee with the selected firms prior to retaining the services of a consultant.

ENVIRONMENTAL COMPLIANCE:

In accordance with Title 14, California Code of Regulations, Chapter 3, "Guidelines for Implementation of California Environmental Quality Act (CEQA)," implementation of capital projects may require an Initial Study and potentially additional environmental documents. These CEQA requirements for the recommended capital projects will be addressed during the proposed phase and will be completed prior to implementing the capital projects.

FISCAL IMPACT

The approval of an On-Call List will not impact City funds. The adopted 2019/2020 adopted budget includes \$130,000 (325-9573) to fund design and construction of the non-potable groundwater well. The project budget is partially funded in the amount of \$106,900 through a grant from the Monterey Peninsula Water Management District.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 19-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING AN ON-CALL LIST FOR HYDROGEOLOGIC CONSULTING
SERVICES**

WHEREAS, a formal on-call list is needed to 1) provide an opportunity for qualified professionals to provide professional and technical services of a temporary nature, and 2) ensure consultants have demonstrated the necessary qualifications and experience to provide the requested services; and

WHEREAS, on June 3, 2019, staff issued a Request for Qualifications (RFQ) to solicit proposals from eligible firms to provide on-call hydrogeological services; and

WHEREAS, on July 3, 2019, proposals were received from three firms offering professional services; and

WHEREAS, a selection committee reviewed and determined all three firms shown in Exhibit 'A', attached, are qualified to perform professional hydrogeological consulting services based upon experience and qualifications.

NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' are hereby approved to provide on-call hydrogeological services on an as needed basis for projects within the City for the next three years with two optional one year extensions.

PASSED AND ADOPTED at a meeting of the City Council duly held on the 1st day of August, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ian Oglesby, Mayor

Attest:

Lesley Milton-Rerig, City Clerk

EXHIBIT “A”

On-Call List for Hydrogeological Consulting Services August, 2019 City of Seaside

Bierman Hydrogeologic
3153 Redwood Drive,
Aptos, CA 95003
Attention: Aaron Bierman – Owner
abierman@comcast.net
831.334.2237

Daniel B. Stepthes & Associates.
3916 State Street, Suite 1A
Santa Barbara, CA 93105
Attention: Tony Morgan – Project Manager
tmorgan@geologic.com
805.683.2409

Stantec Consulting Services, Inc.
1340 Treat Boulevard, Suite 300
Walnut Creek, CA 94597
Attention: Thomas Butler – Senior Hydrogeologist
Thomas.butler@stantec.com
925.296.2126



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director
Roberta Greathouse, Human Resources Director/Risk Manager

DATE: August 1, 2019

**SUBJECT: ADOPT A RESOLUTION ADDING THE CLASSIFICATION OF
RECREATION SUPERVISOR TO THE CLASSIFICATION PLAN**

PURPOSE & RECOMMENDATION

It is proposed and recommended that the City Council approve a resolution adding the classification of Recreation Supervisor to the Classification Plan and establishing the salary for the position.

BACKGROUND

In the Fiscal Year 2019/2020 Budget, the City Council authorized the addition of two Recreation Supervisor positions which will be assigned to the Recreation Department and filled through internal promotions. The classification of Recreation Supervisor is FLSA exempt and assigned to the Seaside Managers and Supervisory Employees' Association. The top step salary for this position is proposed to be \$84,804 annually.

The two Recreation Supervisor positions will split the role of the Recreation Superintendent who was recently promoted to Recreation Director. One of them will be tasked with overseeing the operations of all youth programs, sports and the CalVIP grant. While the other one will be tasked with overseeing the operations of the Pattullo Swim Center, Older Adult Programs, and Special events.

Providing an internal promotion for these two positions will help with staff retention within the department while also providing career development for the tenured staff. Having two Recreation Supervisors will help the Recreation Director meet evolving needs and goals of the department while ensuring stability and building a strong organizational structure.

FISCAL IMPACT

There is no additional cost for this item as the addition of this classification was included in the Fiscal Year 2019/2020 budget.

ATTACHMENTS

1. Resolution
 2. Recreation Supervisor Job Description
-

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 MODIFYING THE CLASSIFICATION PLAN TO ADD THE CLASSIFICATION OF RECREATION SUPERVISOR

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

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

WHEREAS, the Recreation Supervisor will be FLSA exempt, represented by the Seaside Managers and Supervisory Employees' Association (SMSEA), and provided with the benefits outlined in the SMSEA MOU;

WHEREAS, the salary for Recreation Supervisor will be established at a top step annual salary of \$84,804; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves adding this position to the classification plan and establishing the salary as outlined above.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of August, 2019, by the following vote:

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

Ian N. Oglesby, Mayor
City of Seaside

ATTEST:

Lesley Milton, City Clerk



JULY 2019
FLSA: EXEMPT

RECREATION SUPERVISOR

DEFINITION

Under general direction, plans, schedules, assigns, and reviews the work of staff responsible for performing a variety of duties in support of recreation and community programs, services, and activities including youth programs, youth and adult sports, aquatics, contract activities, special events, and recreation facilities; performs a variety of technical tasks and professional recreation work relative to the assigned area of responsibility; provides professional support to the Recreation Director; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Recreation Director. Exercises direct and general supervision over assigned staff, contractors, and volunteers.

CLASS CHARACTERISTICS

This is the full supervisory-level class in the recreation class series. Responsibilities include planning, organizing, supervising, reviewing, and evaluating the work of recreation staff either directly or through subordinate supervisory staff. Performance of the work requires the use of considerable independence, initiative, and discretion within established guidelines. This class is distinguished from the Recreation Director in that the latter has overall management responsibility over all recreation programs and facilities.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

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

- Plans, organizes, assigns, supervises, and reviews the work of assigned staff in multiple recreation and community facilities, programs, services, and activities including aquatics, youth and adult sports, contract activities, community events, youth programs, and recreation centers.
- Implements goals, objectives, policies, and priorities for assigned services and programs; identifies resource needs; researches, recommends, and implements policies and procedures including standard operating procedures for assigned facilities.
- Evaluates employee performance, counsels employees, and effectively recommends initial disciplinary action as needed; assists in selection and promotion.
- Analyzes equipment, materials, and staffing needs for assigned facilities, projects, and programs and makes recommendations as appropriate.

- Participates in the preparation of the annual budget; prepares detailed cost estimates with appropriate justifications as required; monitors and approves expenditures for assigned programs.
- Plans and monitors maintenance projects for assigned facilities; monitors and controls supplies and equipment; orders supplies and materials as necessary; may prepare documents for equipment procurement.
- Develops, plans, supervises, implements, and evaluates recreation programs, activities, and/or systems at multiple sites; establishes schedules and methods for providing community and recreation services.
- Supervises and oversees the effectiveness of the recreation program operations, activities, facilities maintenance, and community events and recommends improvements or modifications.
- Oversees and directs activities associated with the rental of recreation facilities and grounds.
- Represents the Recreation Services Department with a variety of community groups, clubs, organizations, schools, private businesses, and others to evaluate community recreation needs and interests; makes recommendations for new recreation programs or improvements to meet community needs; addresses questions, problems, and concerns related to the provision of program operations, activities, and services.
- Prepares and administers Federal and State grants.
- Coordinates first aid, cardiopulmonary resuscitation (CPR), water safety instruction (WSI), and other safety training and certification courses for Recreation Services and City staff; ensure that the City is in compliance with regulatory requirements relative to safety certifications.
- Participates in ensuring compliance with relevant health, safety, and licensing laws and guidelines; maintains and updates all records required by Federal, State, and local regulatory agencies.
- Directs and participates in the preparation of program publicity brochures, press releases, flyers, and forms.
- Provides administrative support to the department, such as conducting research, performing special projects, developing reports, making presentations, or compiling statistics.
- May participate in interdepartmental/interagency planning sessions specific to critical issues.
- Acts as the Recreation Director in his/her absence.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of recreation and community service program development and administration, including program implementation, review, and evaluation, budgeting, and purchasing.
- Principles, practices, and service delivery needs related to facility rentals, classes, and community events.
- Procedures for planning, implementing, and maintaining a variety of recreation and leisure activities and programs through community participation.
- Recreational, cultural, age-specific, and social needs of the community.

- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Principles and practices of contract administration and evaluation.
- Principles and practices of public relations techniques.
- Fundamentals of writing and administering grants.
- Principles and procedures of record-keeping and report preparation.
- Modern office practices, methods, and computer equipment and applications.
- English usage, spelling, vocabulary, grammar, and punctuation.
- Techniques for effectively dealing with individuals of various ages, various socio-economic and ethnic groups, and effectively representing the City in contacts with the public.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards.
- Supervise, train, plan, organize, schedule, assign, review, and evaluate the work of staff, contractors, and volunteers.
- Interpret, apply, explain, and ensure compliance with applicable Federal, State, and local policies, procedures, laws, and regulations.
- Understand, interpret, and successfully communicate both orally and in writing, pertinent department policies and procedures.
- Identify problems, research and analyze relevant information, and develop and present recommendations and justification for solution.
- Develop, plan, coordinate, and implement a variety of recreational programs and facilities suited to the needs of the community.
- Prepare and monitor program budgets.
- Administer contracts.
- Prepare clear and concise reports, correspondence, and other written materials.
- Make accurate business arithmetic and statistical computations.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

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

Equivalent to graduation from an accredited four-year college or university with major coursework in recreation administration, public or business administration, or a related field and four (4) years of responsible recreational programming experience, including one (1) year of lead or supervisory experience.

Licenses and Certifications:

- Possession of, or ability to obtain, a Valid California Driver's License by time of appointment.
- Must obtain American Red Cross First Aid Certificate and CPR Certificate for infant, child, and adult within three (3) months of hire.
- Highly desirable certifications include Water Safety Instructor and Lifeguard Training Certificate.
- Highly desirable certifications include Certificate Pool Operator and Aquatic Facility Operator.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office and/or recreational facility setting and use standard office and/or recreation equipment, including a computer, to operate a motor vehicle, and to visit various City, recreation, and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification frequently bend, stoop, kneel, reach, climb, and walk on uneven surfaces to participate in recreational activities; and push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 50 pounds.

ENVIRONMENTAL ELEMENTS

Incumbents primarily work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Incumbents partially work in the field and may be exposed to blood and body fluids rendering First Aid and CPR and are required to wear appropriate attire for the recreation activity to which they are assigned. Incumbents may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

Required to work a varied schedule, which may include early mornings, evenings, weekends, and holidays.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Craig Malin, City Manager
Roberta Greathouse, Human Resources Director/Risk Manager

DATE: August 1, 2019

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING THE MODIFICATION OF THE CITY'S POSITION ALLOCATION LIST TO ADD ONE ASSISTANT CITY MANAGER AND ONE ADMINISTRATIVE ASSISTANT AND TO DELETE ONE PUBLIC AFFAIRS OFFICER / CITY CLERK

PURPOSE & RECOMMENDATION

Approve the resolution modifying the Position Allocation List and the Salary Schedule.

BACKGROUND

In order to increase organizational capacity and retain PAO / Clerk Milton, who was selected as a finalist for a City Manager position in another community, it is recommended her position be changed to Assistant City Manager. Premised on potential career advancement within Seaside, PAO / Clerk Milton has withdrawn from the City Manager recruitment.

Assistant City Manager Milton will take on a range of special projects and programs to support the City's Strategic Plan, while retaining managerial oversight of clerk and public affairs operations within the City. To permit Assistant City Manager Milton to perform duties as Assistant City Manager, the part-time Administrative Assistant will be reclassified from a 30 hour per week employee to a 40 hour per week employee, working half time on City Clerk functions, including serving as clerk at City Council meetings.

The Assistant City Manager salary has not been kept up to date since it was vacated in 2010 and therefore it is recommended that the Salary Schedule be modified to increase

the position's salary to \$158,990.

FISCAL IMPACT

The fiscal impact to the Fiscal Year 2019/2020 budget is estimated to be:

PAO / City Clerk to Assistant City Manager: \$33,780
Admin Assistant from Part-Time to Full-Time: \$22,602
Total: \$56,382

Funding for these changes were not included in the FY19/20 Budget. Adjustments to account for the potential budget variance will be brought forward with the first FY19/20 quarterly budget report.

ATTACHMENTS

1. resolution.add asst city manager admin asst
-

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 APPROVING THE
MODIFICATION OF THE CITY'S POSITION ALLOCATION LIST TO ADD ONE
ASSISTANT CITY MANAGER AND ONE ADMINISTRATIVE ASSISTANT AND TO
DELETE ONE PUBLIC AFFAIRS OFFICER / CITY CLERK**

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

WHEREAS, there is a need to add one Assistant City Manager and one Administrative Assistant in the City Manager's Office; and

WHEREAS, there is a need to eliminate one Public Affairs Officer / City Clerk; and

WHEREAS, there is a need to modify the Salary Schedule to update the Assistant City Manager salary to an annual salary of \$158,990; and

WHEREAS, the Finance Department is authorized to make any budget adjustments that are necessary as a result of this change.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the modifications to the Position Allocation List and Salary Schedule.

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

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

Ian N. Oglesby, Mayor
City of Seaside

ATTEST:

Lesley Milton, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Abdul Pridgen, Police Chief

DATE: August 1, 2019

**SUBJECT: ADOPT A RESOLUTION APPROVING A CONTRACT WITH THE
SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS FOR
ANIMAL SHELTERING SERVICES**

PURPOSE & RECOMMENDATION

Adopt an amended resolution authorizing the agreement with the Society for the Prevention of Cruelty to Animals.

BACKGROUND

By law, the Seaside Police Department is required to impound and shelter certain animals captured, or owner-surrendered, within the corporate limits of Seaside. To fulfill their obligation, the Seaside Police Department has partnered with the SPCA of Monterey County for over a decade. The Department would like to continue their agreement with the SPCA of Monterey County to shelter stray and owner-surrendered animals acquired by the Seaside Police Department.

FISCAL IMPACT

The fiscal impact will be a \$5 per animal hike in the cost to shelter animals in FY20 and a \$3 per animal rise from FY20 to FY22. The per animal cost will increase from \$160 in FY20 to \$166 in FY22. The Department has sufficient funds in account 100-6160-2073 to absorb the increases. The contract has a not to exceed amount of \$30,000 per year, a total not to exceed cost of \$90,000 over the three years contract.

ATTACHMENTS

1. Draft Agreement

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

SHELTERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Seaside hereinafter referred to as “City”, which has duly executed, pursuant to resolution or ordinance, a counterpart hereof and the Society for the Prevention of Cruelty to Animals for Monterey County, hereinafter referred to as “Society”.

WHEREAS, City is required by state law to provide for the capture, impoundment, sheltering and disposition of certain non-human vertebrates within the corporate limits of the City and City has qualified personnel to perform field services but does not operate an animal shelter, City desires to contract for the humane sheltering, impoundment and disposition of said non-human vertebrates, including stray and unwanted animals, pursuant to the provisions of applicable California State Code, Agency Rules, County Ordinances, Judicial Orders and City Codes; and

WHEREAS, Society owns and operates an animal shelter and represents itself as being willing and able to provide the services required by City and to carry out the provisions of the aforesaid California Codes and City Ordinances pertaining to the shelter, impoundment, humane care, and disposition of stray and unwanted animals covered by said codes, rules, ordinances, and judicial orders; and

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, the parties hereto agree as follows:

1. DEFINITIONS. The following definitions shall apply to this Agreement:

a. Terms defined in the City’s codes shall have the meanings described in said Codes except for the following:

- i. “Animal” means all non-human vertebrates;
 - a) “Domestic Animal” means animals that are habituated to live in or about the habitations of humans and includes livestock.
 - b) “Exotic Animal” means animals not commonly habituated to live in or about the habitations of humans.
 - c) “Wild Animal” means native and non-native animals in California, which retain their wild nature and which have not been held in

captivity.

ii. "Animal Control Business Hours" means those hours enumerated in section 3 (c) during which Society staff members will assist City's Animal Control Officers in the intake to Society of impounded animals without City incurring additional fees for these services.

iii. "A nuisance animal control operator" means a private individual or other non-governmental entity that removes animals from structures or other areas for a fee;

iv. "Field services" means stray animal pickup, owned animal pickup, injured animal pick up, animal nuisance, and animal complaint investigations and similar services.

v. "Animal Control Officer" is a role provided by Cities and not by the Society.

The person in the role (who may have the title Animal Control Officer, Community Services Officer, Police Officer, or another similar title depending on the City) has multiple functions which include pick-up of strays in their city and delivering these strays to the Society

2. TERM AND TERMINATION. This Agreement shall take effect on July 1, 2019 and shall remain in full force and effect for thirty-six (36) months, ending on June 30, 2022, with an option to extend the Agreement an additional two (2) years, so long as City and Society agree upon fees and terms within sixty (60) days of the expiration of this agreement.

In addition, either party may terminate this Agreement by presentation to the other party hereto a written notice of said termination thirty (30) days prior to the effective date of said termination.

Notwithstanding any other provision to the contrary, failure to provide humane care, handling, or treatment of animals shall constitute a material breach of this Agreement that must be remedied within 24 hours of written notice delivered to the authorized representative of the breaching party. Failure to remedy such a breach of contract within the 24 hours shall terminate this Agreement without further notice.

In the event of termination, regardless of the type of termination, the parties shall fulfill their obligations to the other party up to and including the day of termination.

3. SERVICES TO BE PERFORMED BY SOCIETY.

a. Society shall operate and maintain at 1002 Monterey-Salinas Highway, Salinas, California, an animal shelter in a secure and sanitary manner adequate for the confinement, treatment, and disposition of all animals which may be delivered to it from City, and, except as

otherwise agreed, shall furnish at its sole expense all supervision, labor, animal food, tools, supplies and other things necessary for satisfactory performance of the services herein agreed. Society shall maintain on its property all animal food, tools, supplies, etc. and said items may not be removed from Society's property without authorization of the Society's Executive Director or his/her designee.

b. Society shall provide the means to accept during Animal Control Business Hours, and without charge to the person delivering the animal, all stray, abandoned and surrendered dogs, cats, and other domestic and exotic animals delivered to the animal shelter by City's Animal Control or Police Department personnel. Society shall also provide the means to accept during its public business hours, and without charge to the person delivering the same, all live, stray or abandoned dogs, cats, and other domestic or exotic animals delivered to the animal shelter from within the corporate limits of City by the City's residents or others.

c. Animal Control Business Hours for receiving animals from Animal Control or Police Department personnel will now be 8:00 am until 4:00 pm daily. As always, your staff have access to our shelter outside of these hours, but we can't provide regular assistance after 4:00 pm. A surcharge of \$25.00 per animal will be assessed if Society staff members assist City's employee or representative in receiving impounded animals at the Society shelter between 4:00 pm and 5:00 pm. After 5:00 pm, Society staff generally won't be available at all. Society staff must have completed paperwork in hand by 4:00 pm or the surcharge will be assessed.

d. Society shall require all such persons who deliver domestic and exotic animals to give their names and present home or post office address and, if they deliver a stray, abandoned, or injured animal, to identify the place where the animal was found. Failure to provide part or all of the required information shall not prevent Society from accepting an animal.

e. Any animal taken into custody by an employee of City shall be delivered to the Society at its shelter in a humane manner or held in a humane way at City's designated holding area until it is delivered to the Society or returned to its owner. Society shall maintain a listing for the public of all stray dog/cat-holding facilities in the County, including location, telephone number and hours of operation, in accordance with state and local laws.

f. Society shall maintain a quarantine section within the animal shelter facility for the confinement and care of any dogs, cats, or ferrets that have bitten persons for a ten-day observation period at the discretion of City. Disposition of those animals that have bitten a person and are exhibiting neurological symptoms shall be disposed of in accordance with

instructions of the Monterey County Health Officer (MCHO) as listed in the Health Department's Rabies Protocols (updated copies to be provided to Society by City). If kennel or cage space is not available in the isolation/quarantine sections of the shelter facility, Society will consult with the County Health Officer to determine how the animal(s) shall be housed and isolated. If directed by the City or the Monterey County Health Officer that the brain of an animal must be tested for rabies, Society shall euthanize the animal and turn over the carcass to County or City personnel who will remove the brain and deliver it to the County Health Department Laboratory for testing. Regardless of the test results, City shall be responsible for the disposal of the remains and reimbursement of any fees charged by County Health Department. Society will not be responsible for removal of the brain or costs attendant thereto.

g. With respect to domestic livestock animals and exotic animals, Society shall use its best efforts to provide these animals with shelter and care. However, the parties acknowledge that Society is not equipped to handle significant numbers of such animals and may decline to provide services if Society in its sole discretion believes that it is unable to provide for the humane sheltering and care for such animals in a cost effective manner. In the event that Society must decline such animals, Society shall cooperate with and assist City in locating other sheltering and care options for those animals.

h. When an impounded domestic or exotic animal bears a license tag from any jurisdiction or other identification tag or can otherwise be identified as to its ownership, Society shall notify the owner in the manner provided by law and include in such notice information regarding the procedure whereby the owner can recover the animal. Any animal suspected of rabies or which has bitten or otherwise exposed any person shall not be released to its owner prior to the end of the quarantine period without express approval of City and MCHO.

i. Before releasing an impounded animal to its owner, Society shall (1) determine, using reasonable prudence, the owner's identity, (2) collect the redemption and maintenance fees prescribed by City's Fee Schedule unless otherwise waived by City, and any other fees set by the Society, (3) provide owner with a receipt for fee payment and (4) obtain a receipt for the return of the animal.

j. Society shall assist City to the extent provided herein in the enforcement of the licensing and anti-rabies vaccination provisions of City's ordinances. Society shall require a redeeming owner to provide proof of a current dog license or anti-rabies vaccination before releasing the impounded dog to its owner. If a redeeming owner does not provide proof of a current dog license or rabies vaccination, Society will administer the rabies vaccination at the

owner's expense. If a qualified Society staff member is not available to administer the vaccination, the owner redeeming the dog will be required to pay for a license and anti-rabies vaccination. The license tag will not be issued, and information will be forwarded to City for follow-up to assure compliance. This will also apply to animals released that are under the age to be vaccinated. Society is not responsible for enforcement or failure to vaccinate or license once the animal leaves its property. The Society will not issue license renewals or assess late fees unless provided for under separate agreement. The above provisions apply to cats if City requires that cats be licensed.

k. Any animal may be redeemed by the owner or owners thereof or adopted in accordance with applicable law, ordinances, and Society policies. The disposition of domestic animals not redeemed by their owner shall be at the sole discretion of Society at the end of any legally mandated holding period. No animal taken into custody within City's jurisdiction and delivered to Society shall be sold, loaned or given to any person, firm, group, society, hospital, corporation, institution, or university for research purposes.

1. Subject to the provisions of Sub-paragraph (h.) above, Society may dispose of currently licensed dogs and identified cats and otherwise identified animals which are not redeemed by their owners after the legally mandated notice has been given. The holding period for such animals shall be that period mandated by law. Animals which are not reclaimed, are relinquished by their owner, or cannot be identified as to ownership, may be disposed of by whichever of the following methods Society may elect:

1. Adoption at such price as Society may determine, subject to licensing requirements and laws pertaining to the sale or transfer of animals.
2. Euthanasia at a time and in a manner that is in accordance with applicable laws pertaining to impounding, housing, and disposition of animals.
3. Transfer to a rescue group.

m. City shall be responsible for emergency treatment of animals in accordance with Sections 597f and 597.1 of the California Penal Code for the mandated holding period. City personnel or agent shall transport injured or sick domestic or exotic animals to the shelter only after they have been seen by a veterinarian. City personnel or agent shall transport injured or sick stray animals from the City's jurisdiction that are brought the shelter by the public to a veterinarian as soon as possible. In what in its sole discretion Society considers to be a medical emergency, Society may transport domestic or exotic animals to a veterinarian designated by City. City shall provide Society with a list of the approved veterinarians. If an animal becomes sick or injured at the shelter during the legally mandated holding period, Society shall arrange for

the treatment of the animal by Society's veterinarian staff or by one of City's approved veterinary providers at City's expense. If City does not designate approved veterinarians or if those veterinarians are unavailable, Society will transport the animal to a veterinarian of its choosing on behalf of City at City's expense. After the mandated holding period, Society shall be responsible for the cost of any veterinary treatment it chooses to provide to the animal. If the owner of an injured or sick stray animal redeems the animal, the owner shall be responsible for reimbursing City and Society for all costs incurred; Society shall not be required to collect City's reimbursement from the owner or withhold returning the animal to its owner. Society shall notify City if the animal is redeemed.

n. To facilitate redemption and adoption of impounded animals, Society shall provide a section of the shelter facility for viewing animals by prospective adopters and a section of the shelter office for redemption and adoption administration. The shelter office and viewing area hours of operation shall coincide with the hours the kennels are open to the public.

o. Society shall collect and remit to City not later than the fifteenth (15th) working day of each month following the end of a quarter those fees enumerated in City Code and collected by Society on behalf of City pursuant to this Agreement during the prior month. The nomenclature of these fees may vary from jurisdiction to jurisdiction but in general they include impound fees, license fees, quarantine fees and maintenance or board fees. Society shall be entitled to retain a \$5.00 processing fee for each license sold for City and any other fees not mandated by City Code that it may collect. The City is responsible for providing Society with the most current fee schedule in writing in a timely manner.

p. Society shall keep complete and accurate records on the receipt, source, holding time and disposition of all dogs, cats, and other domestic and exotic animals delivered into its custody at the Animal Shelter. Said record shall be delivered to the City each month by the twentieth (20) working day of the month for the prior month's activity. All relevant records and accounts shall be made physically or electronically available for viewing at the animal shelter on Society's premises at reasonable times by an authorized representative of the City with 24 hours notice.

q. Society shall use its best efforts to provide opportunities for City's residents to adopt, vaccinate, and microchip dogs and cats. Society shall retain all fees for services and adoptions other than licensing which shall be handled as provided in Paragraph 3(o) above.

r. Society and City believe that neither party has an obligation to subsidize fee-based nuisance animal control operators. Consequently, Society shall not charge City for wild animals

brought to it by nuisance animal control operators and City shall support Society's protocols requiring nuisance animal control operators to pay a fee to Society for wild animals they bring to Society.

s. Society shall not be responsible for any animal control field services mandated by City ordinance.

4. PAYMENT. Except for animals held in protective custody or as otherwise noted, the financial obligation of City under this Agreement shall be to pay a fee to Society for each domestic and exotic animal brought to Society from within the corporate limits of City and accepted by Society irrespective of what agency or individual brings the animal to Society based on the following schedule;

For the Year Ending June 30,	<u>2020</u>	<u>2021</u>	<u>2022</u>
	\$160	\$163	\$166

A surcharge of \$25 per animal will be assessed if Society staff members assist City's employee or representative in receiving impounded animals at the Society shelter outside of the Animal Control Business Hours set forth in Section 3 (c) above. After holding for five (5) days, a charge to City of \$30 per additional day will be made for animals held in protective custody by Society at the request of City, District Attorney, or pursuant to a judicial order. Any animals held longer than 60 days from the intake date at the direction of the City or Courts will be billed at a rate of 150% of the daily boarding rate.

On a limited basis and for a fee Society will accept from City's Animal Control, Police, or Public Works Departments, animal carcasses for disposal. The agreed upon fee for the period of July 1, 2019, through June 30, 2022, is \$28.12 for mammal and wildfowl carcasses weighing from five pounds to two hundred pounds and \$6.49 for mammal or wildfowl carcasses weighing less than five pounds. Society will not accept livestock carcasses or carcasses weighing in excess of two hundred pounds.

The cost of this Agreement shall not exceed \$30,000 annually or \$90,000 over the life of this Agreement.

Society shall invoice City monthly for the number of animals sheltered for city under this Agreement in the previous month. The invoice shall be accompanied by an activity report listing individual animals by a control number, their origin, and the billing for each animal. City shall pay said invoice within 30 days of the invoice date and will incur a late fee of one and a half (1 ½) percent per month on amounts more than fifteen (15) days past due. Payments made will apply to current billings first and arrears second.

Failure of the parties to negotiate fees and terms within sixty (60) days of the expiration of the existing agreement may result in Society's election, at its sole discretion, to continue services after the end of the term at the then rate charged City per animal per day plus ten (10) percent.

5. **CONTRACT SUPERVISION.** City shall designate an official assigned to represent the interest of the City and to ensure that the terms and conditions of this Agreement are carried out. That official will be identified to the Society upon execution of this Agreement. Society's Executive Director or his/her designee shall administer this Agreement on behalf of Society.

6. **INDEPENDENT SOCIETY STATUS.** Society understands and agrees that the services performed hereunder by its and its directors, officers, agents, employees or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of the City. All personnel, supplies, equipment, furniture, quarters, and operating expenses of any kind required for on-premise performance of this Agreement shall be provided by Society in performance of the contracted services. It is also understood that Society shall have control of its work and the manner in which it is performed, provided Society meets all legal requirements. While under contract with City, the Society shall be free to contract for similar shelter services to be performed for other agencies and/or jurisdictions.

Society employs Level 2 Humane Officers who are empowered under California Corporations Code Section 14502 to investigate and prepare for prosecution cases involving animal neglect and cruelty within Monterey County. City agrees to cooperate fully with Society Humane Officers during the performance of their duties in City. If requested by City, Society may, at its sole discretion and upon request by City assist in an investigation initiated by City. Society's Humane Officers will provide technical assistance to City at no charge. Society will shelter animals seized during the course of an investigation under the terms and conditions set forth in Section 3 of this agreement. Where City and Society have each incurred costs in the successful prosecution of a case, each will request and make a good faith effort to secure restitution for both City and Society and will ask that any order of restitution require that funds be allocated proportionally to City and Society based on actual costs incurred by each.

7. **INDEMNIFICATION AND INSURANCE.** Each party agrees to indemnify, defend and save harmless the other party, their directors, officers, agents, and employees, from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement and from any and all claims and losses accruing or

resulting to any person, firm, or corporation for damage, injury or death arising out of or connected with the indemnifying party's performance of this Agreement.

To this end, Society shall maintain in force at all times during the performance of this Agreement a policy of insurance covering all of its operations (including public liability and property damage coverage but not including contingent malpractice) with not less than \$1,000,000.00 single limit liability and motor vehicle insurance, covering all motor vehicles (whether or not owned) used in providing services under the Agreement with a combined single limit of not less than \$1,000,000.00. A certificate evidencing the maintenance of such insurance shall be filed with the City. City shall be given notice in writing at least thirty (30) days in advance of cancellation or any modification thereof. Insurance shall be in a company authorized by law to transact insurance business in the State of California. All policies shall provide an endorsement naming City, its officers, agents, and employees as Additional Insured, and shall further provide thirty (30) days written notice to the City in advance of cancellation or non-renewal of said policies.

Policies shall also be endorsed to provide such insurance as Primary Insurance and that no insurance of the additional insured shall be called on to contribute to a loss covered by Society's insurance.

City shall maintain in force at all times a Comprehensive Liability Insurance including automobile liability in the amount of \$1,000,000. Proof of such coverage will be a Certificate of Insurance with written notice to the Society of not less than 30 days prior to cancellation. The Society shall be named as an additional insured for acts or failure to act, arising out of the performance of this Agreement. Any required insurance may be provided by a plan of self-insurance at the option of the City.

8. WORKERS' COMPENSATION. Society shall, throughout the period of this Agreement, maintain in full force and effect a policy of Workers' Compensation insurance, with employers' liability limits of not less than \$100,000.00, covering all of its employees and shall furnish to City evidence of said insurance.

9. INSURANCE COVERAGE CHANGE. If City requires the Society to increase its insurance coverage within a contract year, the City agrees to pay any additional premium cost resulting from that change.

10. **SECTION 504 COMPLIANCE.** Section 504 of the Federal Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to handicapped persons on an equivalent basis with those received by non-handicapped persons. The Society shall agree to be in compliance with Section 504 requirements.

11. **COOPERATION.** City and Society shall cooperate with each other in carrying out the terms of this Agreement and in order to be in compliance with state law and local ordinances or regulations. City and Society shall each make available to the other all knowledge and information each has that may be of benefit to the other party. City's Animal Control or Police Department personnel shall be subject to the rules, regulations, and requirements of Society while at the Shelter. City and Society agree that results of their joint proactive programs will not be immediately evident and that each will make a good faith effort to eliminate the euthanasia of adoptable animals from within City's jurisdiction.

12. **ENABLING ACTS.** City shall enact all necessary and reasonable Codes, resolutions and/or regulations to the extent permitted by applicable law, to enable Society to carry out all of its performances and functions under the terms and conditions of this Agreement and incidental thereto.

13. **NOTICE.** In addition to all other notices provided for herein, City shall give Society notice of any Code, resolution, or regulation changes contemplated by it relating to any matters affecting Society's performance or the well-being or humane treatment of animals in the community and/or functions under the terms and conditions of the Agreement. All notices herein provided to be given, or which may be given, by either party to the other, shall be in writing and be given by personal service or by United States mail postage prepaid, certified mail return receipt requested, and addressed.

14. **NONDISCRIMINATION CLAUSE.** During the performance of this Agreement, Society and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. Society and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Society and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part of as if set forth in full.

Society shall also abide by the Federal Civil Right Act of 1964 (42 U.S.C. Section 1981 et seq.) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. Society and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Society shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

15. SOLICITATION BY SOCIETY. Throughout the term of this Agreement, Society shall be free to solicit and accept donations from any person or organization to defray the cost of any of Society's programs, including sheltering services for government organizations and general education.

16. ASSIGNMENT AND SUBCONTRACTING. This Agreement shall not be assigned or subcontracted by Society, either in whole or in part, without the prior written consent of the City, and any assignment without such consent shall automatically terminate this Agreement.

17. TIMELINESS: Time is of the essence in this Agreement.

18. AGREEMENT PREPARATION: It is agreed and understood by the parties hereto that this Agreement has been arrived at through thorough negotiation and that neither party is to be deemed that party which prepared this Agreement within the meaning of Civil Code Section 1654.

19. ATTORNEYS' FEES AND COSTS: The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover from the other party its reasonable costs and attorneys' fees expended in connection with such an action.

20. AMENDMENT: This Agreement may only be modified or amended by the written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto, by and through their respective duly authorized representatives, have executed this Agreement on the date(s) so indicated.

SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a California
nonprofit public benefits corporation

By: 
Scott Delucchi
Executive Director

Date: 3.12.2019

CITY OF SEASIDE

Date: _____

By: _____

Its: _____

Attest: _____

By: _____
City Clerk



THE SPCA
for MONTEREY
COUNTY

(831) 373-2631/422-4721
P.O. Box 3058
Monterey, CA 93942
SPCAmc.org

March 12, 2019

Chief Abdul Pridgen
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Dear Chief Pridgen,

Each year at this time, we've contacted you to remind you that your contract for animal sheltering services with the SPCA for Monterey County is renewing and communicating any changes to the contract. This year is slightly different, but we don't see or anticipate any material differences for your city or residents.

Beginning this year and going forward, we are requiring contracted jurisdictions to sign a three-year contract. In the past, jurisdictions essentially had 10-year contracts that renewed annually, and this proved to be challenging for jurisdictions with staffing changes.

The contract we are asking you to sign now is for services beginning July 1, 2019. For fiscal year 2019/2020, our fee for the sheltering of animals coming from your jurisdiction will be \$160.00 per animal. For fiscal year 2020/2021, our fee will be \$163, and for fiscal year 2021/2022, our fee will be \$166. This fee is based on some, but not all of the costs we incur. Animal control and sheltering services are state-mandated. We appreciate that you have chosen The SPCA as your contract provider in the past and we continue to believe we offer the best option, by far, for your residents and animals.

The fee you incur for each animal sheltered by The SPCA does not include our costs for medical care beyond the state-mandated holding period, advertising, marketing, technology, depreciation, and other costs we incur to maximize live outcomes for these animals. This fee also does not

Many people like to remember The SPCA in their will, life insurance, or retirement plan.
Your generous actions today will ensure the rescue, safety and well-being of homeless, neglected and abused animals far into the future.

cover SPCA costs related to recruiting staff needed for the care of animals, maintenance of areas where animals are held, and time spent processing payments and addressing billing questions with jurisdictions. Those costs are, in part, but certainly not completely defrayed by adoption fees, surrender fees and board fees charged to owners redeeming animals.

We believe we provide the best option for your jurisdiction. Here is a partial list of services and benefits we provide your officers, residents, and animals from your city -- many come at no cost to your city:

- Regular treatment of stray and owner-surrendered animals with medical or behavioral conditions made possible with full-time veterinarians and behavior specialists
- Open admission for stray and owner-surrendered animals
- 24-hour access to safe and secure sheltering for animals by your officers
- Response to and investigation of crimes against animals
- 7-day/week access to our facility for your officers and the same access to services for your residents
- Wildlife rescue and rehabilitation, sheltering of exotic pets, and livestock
- Disaster preparedness for pet owners as well as the set-up of animal shelters co-located with human evacuation shelters, so they do not become a burden on first responders
- Education programs for schools
- Low-cost spay/neuter, low-cost vaccinations, and low-cost microchips; we have also begun sponsoring extremely low-cost mobile spay/neuter clinics in a number of our communities

For shelter operations questions, please contact Jenny Morales, our Assistant Director of Shelter and Clinic Services, Monday through Friday. For billing questions, please contact Susan Imwalle, Director of Finance. Each can be reached through our main numbers (831) 373-2631 or (831) 422-4721.

We understand you may need to share this with your staff, with city attorneys and/or with your City Council and have given nearly four months for this review.

This sheltering services agreement will be considered duly executed once it is signed by your representative and returned to us, and must be returned by July 1, 2019, for the continuance of SPCA services. If we do not have a signed agreement by July 1, 2019, we may issue 30-days' notice for discontinuation of our services.

We look forward to working with your city and the residents.

Sincerely,



Scott Delucchi

Executive Director and CEO

cc: Beth Brookhouser
Jenny Morales
Susan Imwalle



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Misty Bradshaw, Associate Engineer

DATE: August 1, 2019

**SUBJECT: APPROVE THE TRAFFIC ADVISORY (TAC) COMMITTEE
RECOMMENDATIONS**

PURPOSE & RECOMMENDATION

Approve the Traffic Advisory Committee recommendations from the July 9, 2019 Special TAC Meeting to authorize the placement of the following:

- Bot dots on Plumas Avenue between Highland Street and Noche Buena Street.

BACKGROUND

Bot dots on Plumas Avenue between Highland Street and Noche Buena Street.

The applicant's request to the TAC was to consider placing channelizers in the centerline on Plumas Avenue at various locations between Noche Buena Street and Highland Street. The applicant indicated channelizers would alleviate the on-going safety concerns of the neighborhood. Following analysis of the proposed project area staff recommends to install Bots Dots in lieu of channelizers on Plumas Ave.

History

From 2012 through 2015 staff performed traffic studies and roadway assessments on Plumas Ave. Staff proposed various traffic calming measures to be considered for installation in phases. With direction from the TAC and approval by City Council, the improvements were implemented by April of 2015. Improvements included installation of centerline striping for roadway narrowing, additional signage, and installation of speed cushions midblock on Plumas Ave. between Waring St. and Noche Buena St. and between Plumas Ln. and Highland St. Staff received a request in March of 2016 for

delineators (channelizers) to be placed in the centerline on Plumas Avenue at various locations. The request cites reckless driving, aggressive acceleration, speeding, running stop signs, crossing over painted lines, and driving on the wrong side of the road as safety concerns. This request was discussed at the July 19, 2016, August 16, 2016, and March 13, 2019 TAC Meetings. In review of the minutes of the July 19, 2016 TAC meeting, the TAC continued item and directed staff to return with recommendations for placement of Bots dots on Plumas Avenue in lieu of channelizers. Following the July 19, 2016 TAC meeting the channelizers were placed on the centerline of Plumas Ave at six locations on a trial basis.

Staff documented the installation of 6 channelizers in accordance with the applicants directions. This was accomplished over a period of time where the original request was for 3 channelizers installed in front of the applicant's house, and applicant suggested no more were needed. Then an additional request was received to add another 3 channelizers. All of these channelizers were guaranteed to be indestructible but none of them lasted more than 12 months, some as few as 6 months. This is because the channelizers are not designed to be repeatedly driven over. The applicant then began requesting that city staff replace the broken channelizers immediately. In his correspondence with City Council and staff, the applicant has documented the existence of 8 channelizers installed on Plumas Ave. The City Engineer has no knowledge how the additional 2 channelizers came to be installed. The applicant at the April 29, 2019 TAC Meeting, requested an additional channelizer, making the total 9.

On Thursday May 16, 2019, the City Council was to consider Item 8.E, "Approve the TAC Recommendations" for the subject road. However the California Manual on Uniform Traffic Control Devices (CA MUTCD) posted revisions that was not available to TAC at the time that the TAC made their recommendation at their April meeting.

Therefore, the City Engineer recommended that Item 8.E be pulled from the City Council agenda and be returned to TAC for further consideration.

Due to the damage reported on the existing channelizers, it is logical to assume that there will be requests to repair/replace channelizers in the future. These devices have not deterred activities that the applicant has reported. Based on staff's observations of the conditions of the channelizers currently installed, it can be determined that they will not last much more than 12 months. Therefore channelizers are the wrong traffic control device for this application.

Staff Analysis

Plumas Avenue is classified as a collector street and runs east west near the southern border of Seaside. The street width varies between 20 feet wide (from Highland Street to Mescal Street) to 40 feet wide (Wheeler Street to Tweed Avenue). Between Waring Street and Highland, the majority of Plumas Avenue is 32 feet wide. There is approximately 400 feet of Plumas Avenue's right of way measuring 40 feet wide beginning from Waring Street west towards Noche Buena. The eastbound travel lane

remains constant at approximately 12 feet wide. The westbound travel lane varies in width, but generally maintains the width of approximately 12 feet. Parking is permitted on Plumas along the north side of the street and prohibited on the south side of the street. The posted speed limit is 25 miles per hour (mph). Del Rey Woods Elementary School is located on the northwest corner of the intersection of Noche Buena Street and Plumas Avenue. Along the south side of Plumas Avenue, there is a tract of land approximately 35 feet wide owned by PG&E for their high voltage power lines. This tract of land has become an informal recreation trail.

Speed surveys were performed on Plumas Ave. in January of 2019. Speed surveys are performed at off peak hours per the requirements set for by the California Manual for Setting Speed Limits, prepared by the California Department of Transportation. Three separate off peak surveys were performed by trained City Staff with a Falcon HR radar gun and results were manually recorded, and the results are summarized in the table below. In addition, a peak weekend survey was conducted for more well-rounded observations and comparison. The location of the survey was performed where the vehicles were able to reach true free flow speeds, with minimal influence of intersections, stop signs, speed humps, or high turning or cross movements.

OFF PEAK SPEED SURVEY		
<u>Date</u>	<u>85th Percentile</u>	<u>10 mph pace speed</u>
1/9/2019	24 mph	18-27 mph
1/16/2019	26 mph	18-27 mph
1/25/2019	25 mph	17-26 mph
PEAK WEEKEND SPEED SURVEY		
2/23/2019	22 mph	15-24 mph

Results display an average of 25 mph 85th percentile speed for the Off Peak Survey, with a 10 mph pace speed average of 17 – 26 mph. Ideal roadway conditions will have the 85th percentile within 5 mph of the posted speed limit, and the posted speed limit will be within the 10 mph pace speed. The data indicates there are no speeding concerns on this roadway to address.

A collision report was pulled for the vicinity of the project area and there were no reported collisions from July 2016 through March 1, 2019.

The State of California regulates the installation of all traffic control devices as prescribed in the CA MUTCD. On May 8, 2019, city staff received notification from the

state that the CA MUTCD has been revised, and that new projects must comply with the revised CA MUTCD. The CA MUTCD includes revisions to Chapter 3H, "Channelizing Devices Used for Emphasis of Pavement Marking Patterns." Proper use of channelizers are to be used in groups as to simulate a fence or barrier to discourage motorist from crossing a painted median. The activities that the applicant has documented do not constitute crossing the median - it is lane drift exercised by motorist to make passing over the speed humps less harsh. In contrast, crossing a traffic median, in the context given below, is what is commonly referred to as changing lanes. Changing lanes is not the activity occurring at these locations.

Since the trial of the channelizers has failed and are causing damage to the roadway, staff revisited the installation of six-inch Bots dots along the centerline of Plumas Ave. at the existing painted median between Waring St. and Noche Buena St. Bots dots are designed to be driven over by emergency vehicles, and provide higher visibility of a roadway centerline to supplement painted pavement markings, and to prevent drifting to oncoming lanes. Staff has researched available applications of Botts dots and suggests the use of six-inch Bots dots. The six-inch Bots dots are slightly larger than the typical four-inch dots that are installed to delineate traffic lanes. The larger size will provide additional visibility as well as discomfort for motorist driving over the dots discouraging lane drift. Bots dots are installed with an epoxy resin, as opposed to bolts that would be used for channelizers which are more damaging to the roadway as bolts will expose the underlining layers of the roadway to moisture, creating settlement eventually over time and weakening of the underlying base layers. The epoxy resin remains on the surface of the roadway and will not impact the base layers. The maintenance on Bots dots will be less frequent and less invasive to replace as compared to the replacement of channelizers.

The TAC reviewed the request at the July 9, 2019 Special Meeting, and passed a motion to recommend to Council the removal of the existing channelizers on Plumas Ave. and to install six-inch Botts dots per the layout of Attachment 1.

ENVIRONMENTAL COMPLIANCE

Per Title 14 of the California Code of Regulations, Chapter 3, "Guidelines for Implementation of California Environmental Quality Act (CEQA)," Article 19, "Categorical Exemptions," Section 15301.c. The proposed project is categorically exempt.

FISCAL IMPACT

The fiscal impact is an estimated total of \$1,500 for materials. To be paid out of the Streets Maintenance Fund and installation to be performed by City crews.

ATTACHMENTS

1. Attachment 1 - Plan Layout
 2. Attachment 2 - Detail Sheet
 3. Attachment 3 - Public Comment 1477 Plumas
-

Reviewed for Submission to the
City Council by:



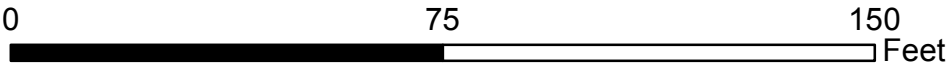
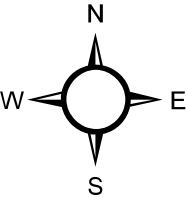
Craig Malin, City Manager

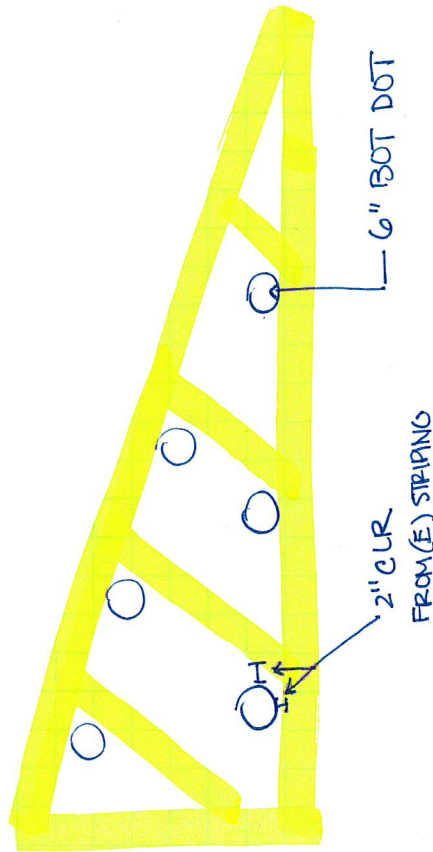
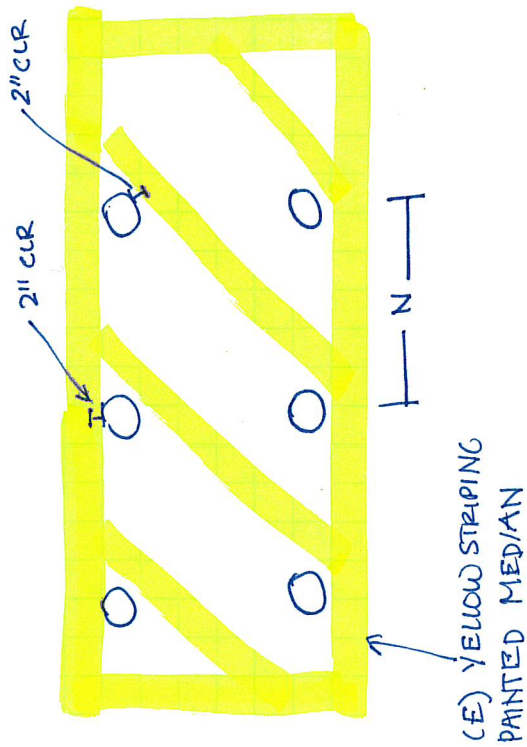
Plumas - Site Plan



Legend

● 6" Botts Dots





PLAN - DOT SPACING
NTS

NOTES

SPACING PER MUTCD 3B.13
"SUPPLEMENTING SOLID LINES"
SPACING = N

-INSTALL AT DIAGONAL HATCH MEETING
MEDIAN LINES, MAINTAIN 2"
CLEARANCE FROM (E) STRIPING.

DETAIL SHEET

ATTACHMENT 2

Misty Bradshaw - Delineators on Plumas Ave.

From: Cathi Cristobal <cathi.cristobal@gmail.com>
To: <mbradshaw@ci.seaside.ca.us>
Date: 7/9/2019 1:00 PM
Subject: Delineators on Plumas Ave.

To Whom it May Concern

I would like to express my opinion on the matter of placing delineators on Plumas Ave. I have lived on Plumas for 38 years and can only remember ! accident on Plumas which was a hit and run on a parked car in front of my neighbor's house at least 20 years ago. This street is not impacted by traffic except on school days between the hours of 8:00 a.m, 10 minutes before and after, and 2:30 p.m., 10 minutes before and after. And on Sundays in the morning when the Mormons hold their services. They tend to speed.

This is an established neighborhood. There are no kids that live on the section of street you plan to set up these delineators. If there are pedestrians they usually stay on the sidewalk or use the PG&E easement that divides Del Rey Oaks and Seaside. I have never seen an incident where pedestrians have ever been endangered.

I believe the delineators would be an eyesore. They would also be targets for drivers who know they can slalom down the street, pole bending and destroying them. You'll waste a lot of money replacing them. Ask your street department how many times they have replaced the one at Plumas and Noche Buena.

This is also a street with parking on one side of the street, the north side. By placing these poles you will endanger those exiting on the street side to traffic who feel that cannot swing wide of an opening door.

This effort to place delineators on Plumas is the same person who wanted speed bumps. He did not canvass the neighborhood to see if the rest of us wanted it. Personally I have no problem with people using the street to get to their destination and for most of the day there is hardly anyone on it. Even the turkeys are not afraid to cross the street.

Thanks for listening to me.
I am

Cathi Cristobal
1477 Plumas Ave.
Seaside, Ca.

Rosa Salcedo - Re: Fwd: Seaside City Counsel Plumas Ave 2019 TAC appeal

From: Rosa Salcedo

Subject: Re: Fwd: Seaside City Counsel Plumas Ave 2019 TAC appeal

>>> J <jeffhaney-consultant@prodigy.net> 7/23/2019 11:03 AM >>>

Seaside City Counsel Plumas Ave 2019 TAC appeal

Dear City Counsel of Seaside, as much as we appreciate the engineering departments efforts, please consider one additional channelizer on Plumas Ave in front of 1371 Plumas. There are currently eight channelizer locations on Plumas Ave, this additional channelizer will bring the total to nine channelizers. Of the eight original channelizer locations, four are in need of repairs/replacement, hopefully this will be achieved with the unbreakable type of channelizers that was suggested to the City from the beginning because of the inherent topography of this area.

If the links do not work for some reason, please paste and copy to search.

Channelizer company - www.endotocorp.com <http://www.usreflector.com/>
<http://www.eveluxusa.com/prod/12236-ub-r-12232-ub-r>

The channelizers have done a great job for years with our neighborhood safety, this is a simple and easy fix, and will address these safety concerns on this section of Plumas Ave. We encourage you to not remove the traffic safety channelizers and replacing them with noisy Bot Dots.

Photos & Videos, please notify immediately if you can not view the photos & videos from Dropbox, thank you. -

<https://www.dropbox.com/sh/fuptkt58tlscbmX/AADU8Cyb3v1mme0qmByhQ8xwa?dl=0>

Aerial Street View photos –

The **orange** dots are existing locations of the Channelizers that are missing from the City Engineering Departments map, 2 total. Dropbox.

The **blue** dot is the NEW location for one additional channelizer at 1371 Plumas. Dropbox.

The **green** dots are the channelizer locations from the City Engineering Departments TAC map. Dropbox.

- The orange dot channelizer located on Plumas at Noche Buena is broken and missing, but the base of the channelizer is still mounted to the road, needs repair/replacement.
- The orange dot channelizer on Plumas at Waring is currently still standing, but needs repair/replacement.
- The NEW blue dot channelizer located in front of 1371 Plumas, is the additional channelizer requested.
- Photos of reckless vehicles driving over the double yellow lines etc. The NEW blue dot channelizer location will help with this safety issue.
- Additional photos of other City's (Del Rey Oaks) with the same safety issues, having to install medians/curbing with channelizers to stop vehicles from driving on the wrong side of the road.

Photos 1 & 2 - Aerial view of Plumas channelizer locations. Dropbox.

Photos 3 & 4 - Del Rey Oaks Channelizers and medians to keep vehicles on the right side of the road. Dropbox.

Photos 5 & 6 - Channelizer base comparison. Current channelizers have 12 bolts and fragile plastic parts. The NEW channelizers have one bolt in the center that is an option to use, plus epoxy for street mounting. They can also use a double stick pad for mounting to the street similar to what MPE used, that has been working for the last 10 months with out a problem. Dropbox.

Photos 7 - Vehicles driving across double yellow lines for over 300 feet to avoid the speed cushions, while people and their pet are in the area. Dropbox.

Photos 8 & 9 - City staff taking photos of the street & channelizers while standing next to one of the channelizers (Orange Dot on aerial view photo at Plumas & Waring - photo 1) that is missing from their report, hopefully these photos will help bring clarity. Dropbox.

Photos of the intersections, with a vehicle driving line with and without the channelizers. Dropbox.

RED vehicle driving line with out channelizers, **vehicles drive on the wrong side of the road** over painted lines and double yellow painted lines. Dropbox.

GREEN vehicle driving line with channelizers, much safer with **vehicles driving on the right side of the road.** Dropbox.

- Plumas & Highland vehicle driving lines photo. Dropbox.
- Plumas & Waring vehicle driving lines photo. Dropbox.
- Plumas & Noche Buena vehicle driving lines photo. Dropbox.
- 1371 Plumas Ave vehicle driving line photo. Dropbox.

Video -

- Vehicles driving over double yellow lines videos. Dropbox.
- Reckless driving videos. Dropbox.
- Preferred type of channelizers video. <https://www.youtube.com/watch?v=lu3jp3B6CY8&feature=youtu.be>

The current channelizers that are being used are not designed to be on the radius of a corner, this is because of their fragile plastic parts. Vehicles, big trucks and vandals etc., can damage the current channelizers when they get ran over repeatedly. Monterey Peninsula Engineering (MPE) damaged the channelizer at Plumas and Highland, they replaced it with a similar type of channelizers that we donated to the City of Seaside in 2018 that can withstand the abuse of vehicles running them over repeatedly.

Five Channelizers needed total. 4 replacement channelizer with the correct type that do not break, and one NEW channelizer installed at 1371 Plumas Ave.

- **Replace - 2 channelizers at Plumas and Noche Buena. (Replace with unbreakable type)**

- **Replace - 1 channelizer at Plumas East of Waring. (Replace with unbreakable type)**
- **Replace - 1 channelizer at Plumas and Highland. (Replace with unbreakable type)**
- **NEW - 1 channelizer at 1371 Plumas. (Install with unbreakable type)**

Information – 5 of the original channelizers are still standing, there are a couple of reasons for this, reckless drivers and vandals haven't completely destroyed them yet. With the proper type of unbreakable channelizers, they would all still be standing. Bot Dots were rejected years ago. For multiple reasons, noise being a major problem in a residential neighborhood.

- Dangerous for children or anyone in wheel chairs, riding bicycles, skateboards etc.
- Safety issues in wet conditions. Slippery when wet.
- Vehicles can still drive on the wrong side of the road because there are no visual barriers.
- Increased risk of losing control with 6 inch Bot Dots for speeders and reckless vehicles.
- Public safety vehicle could incur damage with 6 inch Bot Dots, that could cause delayed response times.
- Non reflective.
- Noise.

The channelizers have created a safer neighborhood environment. The public has adapted well.

- **Channelizers keep vehicles driving on the right side of the road.**
- **Channelizers work as a visual barrier creating a narrowing effect of the road, ultimately drivers slow down, especially on a radius.**
- **Channelizers help to control speeding and reckless driving.**
- **Channelizers have proper reflective material.**

Information - Plumas Ave East of Waring street had 4 to 6 channelizers installed in the intersection 20 years ago, creating a median to keep cars on the right side of the road heading East on Plumas from Waring. Those channelizers were similar, but not as good as the style that we donated to the City of Seaside in 2018. They were finally damaged after many good years of use, but were never replaced? If the City of Seaside at the time felt like it was a necessary safety concern, we would have to say that it's still a concern, especially with the amount of pedestrian versus vehicle fatalities across the country being at a 28 year high. Plumas Ave borders the PG&E right of away trail, which is used as a recreation trail for all ages of people and their pets, walking, running, bicycling etc. There is also the dog park and two schools in the Plumas area that are in need of Stop sign stripping along with possibly additional street safety stripping, plus pedestrian/pet friendly signs on Plumas would be helpful.

Please let us know what else we can do to help, we are available for any explanation of this material.

We appreciate your continued consideration in creating a safer neighborhood.

We thank you,

Jeff & neighbors.

50 years on Plumas.

[702-591-9949](tel:702-591-9949)

Sent from [Mail](#) for Windows 10

4-14-19

TRAFFIC ADVISORY COMMITTEE

THIS LETTER IS TO CONFIRM THAT YOU HAVE MY APPROVAL TO PLACE THE DELINEATORS IN THE CENTER LINE ON PLUMAS AVE AND AT VARIOUS LOCATIONS BETWEEN NOCHE BUENA AND HIGHLAND ST.

THEY ARE NEEDED BECAUSE OF THE DRIVING HABITS OF UNSAFE MOTORISTS. WE NEED ANY AND ALL THE PROTECTION YOU CAN PROVIDE TO OUR STREET AND RESIDENTS. CARS SPEED DOWN THE MIDDLE OF THE ROAD AND FLY OVER THE SPEED BUMPS. A LOT OF MOTORISTS HAVE NO RESPECT FOR SAFE DRIVING OR OUR RESIDENTIAL NEIGHBORHOOD.

I CHALLENGED ONE DRIVER WHY THEY WERE SPEEDING OVER THE BUMPS. THEIR QUOTE WAS "I DIDN'T DO IT MY CAR DID."

THERE IS A CRITICAL PERIOD OF UNSAFE DRIVERS ON OUR STREET AT THE STARTUP AND CLOSE OF ^{THE} SCHOOL DAY AND THE MORMON CHURCH SUNDAY SERVICES. I APPRECIATE YOUR ATTENTION TO THIS MATTER.

① Barbara Haney ② Edward Hanson
1375 PLUMAS AVE SEASIDE CA

Dear Mayor and City Council,

We have two homes on Plumas avenue and want to thank you for your continued efforts on trying to create a safer neighborhood environment.

Every traffic safety improvement to this point has helped, including the channelizers. Please consider repairing the broken channelizers instead of taking them out and replacing them with Bot Dots. The channelizers work.

Thank you,
Sincerely,
JoAnn Crivello.
July 24 2019.

A handwritten signature in black ink that reads "JoAnn Crivello". The signature is written in a cursive, flowing style.

July 23, 2019

City of Seaside California, Mayor and City Council.

I'm sending this letter today because of the letter that I received from the City of Seaside about removing the channelizers on Plumas and replacing them with Bot Dots.

The channelizers and the speed cushions have made our neighborhood much safer. We have enough noise already from the reckless vehicles that disregard the city safety improvements to our neighborhood.

We definitely do not want the noisy Bot dots in place of the channelizers. Maybe one or two of the Bot Dots would be helpful on either side of the channelizers, but not a long stretch of them in front of our homes.

Thank you and please do the right thing.

Edward Hanson

A handwritten signature in cursive script that reads "Edward M. Hanson". The signature is written in dark ink and is positioned below the printed name "Edward Hanson".

Traffic Advisory Committee.

Dear City of Seaside, can you please repair the broken channelizers? Some have been broken for over a year. We suspect that some of the vandals that broke the channelizers are some of the same people that light the illegal fireworks year round.

Why would you remove a safety device that is working?

Please just repair the channelizers that have been keeping our neighborhood safer with them. We do not want Bot Dots in place of Channelizers.

I grew up on this street with my two sisters and brother, and we all still live on Plumas Ave.

Thank you,

Debbie

58 years on Plumas.

Debbie Tracy 7/25/19

Mayor & City Council.

Dear City of Seaside, we feel the City is going in the right direction with the safety Channelizers. We have two small children and pets that frequently walk the PG&E trail along Plumas from our home on Waring St. We feel removing the channelizers will increase our risk and would put the residents in harm's way.

Please consider keeping the Channelizers on Plumas Ave, we definitely do not want additional noise from Bot Dots.

In addition to keeping the Channelizers for our safety, can we please have some police traffic control? Especially since the schools will start again soon.

Thank you,
Rachel

A handwritten signature in black ink, appearing to be 'Rachel', written in a cursive style.

7-26-19

Dear City of Seaside.

Our family is comfortable and feels safer with the Channelizers. Would it be possible to put stop sign on the tops of Channelizers at the Waring Street and Plumas Avenue intersection?

Please consider keeping the Channelizers, and not installing Dots in place of.

Please consider future traffic safety improvements for our small children, pets and residents.

We thank you,
Jeffery L.

A handwritten signature in black ink, appearing to be 'Jeffery L.', written in a cursive style.

7-18-19 Seaside Ca.

Dear City Council, I have lived in the Plumas neighborhood for 38 years, please continue on the same path with making our neighborhood safer from wreckless vehicles and burglars.

Please do not remove the neighborhood safety channelizers, if anything we need more channelizers and not Bot Dots.

Sincerely,
Irene

A handwritten signature in black ink, appearing to be 'Irene', written over the printed name.

Seaside Ca. City Council/TAC 2019
PLUMAS AVE.

We are for the Channelizers, they keep us safe while walking our dogs daily, plus all the children in the area. The Highland & Plumas channelizer should have been installed 50 years ago.

We also need the police department to make an effort with the dangerous drivers that fly through Plumas avenue to and from Del Rey Oaks everyday.

Please put the proper length Stop sign pole at the "Plumas Lane" Stop sign, I have hit my face on more than one occasion on the Stop sign while walking in the dark. It is at face level.

Thank you,
Tim
7-26-19

A handwritten signature in black ink, appearing to be 'Tim', written over a large, loopy, handwritten 'X' or 'Z' shape.

7-26-19

Plumas Ave Seaside Ca traffic Safety.

Mayor & City Council,

The channelizers have been working for years. The old channelizers did there job at Waring and Plumas for over ten years that I can remember.

We hope you can fix the broken channelizers instead of replacing them with road bot dots.

Thank you,
Dwayne

Dwayne H. Hail
1421 Plumas Ave.
Seaside, Calif.
93955

Dear City of Seaside Mayor and City Council.

Please continue with the channelizers on Plumas Ave. Not unsafe noisy six inch bot dots.

We are thankful for all the safety improvements over the years, the speed cushions, signs and the Channelizers.

Thank you again,
Stacia

A handwritten signature in cursive script, appearing to read "Stacia". The signature is fluid and stylized, with a large initial "S" and a long, sweeping underline.



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Community Development Manager

DATE: August 1, 2019

SUBJECT: RE-ALLOCATE WATER ACROSS EXISTING WATER ALLOCATION COMMITTEE CATEGORIES TO REFLECT THE CURRENT WATER MANAGEMENT BALANCE FOR SEASIDE, AND PROVIDE DIRECTION TO STAFF REGARDING MODIFYING THE WATER ALLOCATION COMMITTEE PROCESS

PURPOSE & RECOMMENDATION

Re-allocate water across existing Water Allocation Committee categories to reflect the current water management balance for Seaside, and provide direction to staff regarding modifying the Water Allocation Committee process.

BACKGROUND

The City's Water Allocation policies are governed in accordance with Ordinance 892.

The Water Allocation Committee typically meets monthly to discuss water applications, based on a points system contained in the ordinance. The most recently published water balance with MPWMD for Seaside is from April 2019: 38.831 AF. The balance is updated monthly by the MPWMD and is available to the public on the MPWMD website

Ordinance 892 identifies 2 categories: commercial and institutional. These categories were further defined using water allocations across 5 existing categories. The quantities of allocations and categories of allocations are established by Council.

Broadway catalyst project 12.274 AF,
Broadway and Terrace project 9.01 AF,
Auto Mall 5.6 AF,

West Broadway Urban Village 9.653 AF, and Small Commercial 1.815 AF.

This totals 38.352 AF, which was the amount of water available the last time Council reallocated water across categories.

Seaside is experiencing growth in small businesses and as a result, the allocation for small commercial needs to be increased. There are several small businesses currently on a waiting list. Broadway business activity is also robust, and would benefit from a slight increase in allocation. There have been recent changes at the State level regarding more flexible regulations enabling the construction of Accessory Dwelling Units (ADUs), making ADUs a more viable option to increase dwelling units in the city, also emphasizing affordable housing.

The Broadway catalyst project, which includes the block of Broadway from Alhambra to Hillsdale, has been reserved for a mixed-use project, which was intended to include the library, commercial and residential space. This project continues to be considered by developers, and is proving to be a challenge. As such, it is proposed that the allocation of water for the Broadway catalyst project be changed to zero. It is important to emphasize the catalyst project is still viable, however, new sources of water will be available for the catalyst project in the future, and water can then be reallocated for this purpose. The City of Seaside intends to work with a hydrogeologist to establish a report identifying the quantity of reclaimed water that should be credited for the City. It is estimated that quantity of reclaimed water could be as much as 95 AF. The hydrogeologist RFP closed in July 2019 and the selection process is underway.

Staff recommends that Council consider eliminating the commercial points allocation system, and change it to be a first-come, first-permitted system. It is important to note that water is only allocated for active commercial projects, and "banking" water for future use is not allowed, as conditions can be placed on water allocations. Since the points allocation system was created by ordinance, the Council would need to direct staff, who would then return to Council with ordinance revisions in the near future.

Staff proposes the Council consider adding a new category for water allocation for Accessory Dwelling Units. Staff proposes 5 AF be allocated for ADUs, which could result in as many as 94 additional units in Seaside. It is also a priority to provide affordable housing in Seaside, and as a result the following policy should be considered by Council: if an ADU is designated affordable for a period of 45-years and is deed restricted, water will be made available for the project; and if an ADU is not deed restricted affordable for 45-years, then available water may be purchased at an established market rate (approximately \$18,500 per ADU) with the funds from that purchase going to affordable housing. Should the Council be interested in this approach, the City Attorney will conduct further research.

Since categories for the allocation system were created by ordinance, the Council would need to direct staff to add ADUs as a category, and ordinance revisions would return to Council in the near future.

It is acknowledged that there is currently a waiting list of several residential customers for a water allocation. These customers have been wait-listed as a result of the cease-and-desist order. Residential customers impacted by the CDO must remain on the wait-list until such time as the CDO is no longer in effect.

	Current	Adjustments	Proposed
Broadway catalyst Project	12.274	-12.274	0
Broadway and Terrace	9.01	+1.9	10.91
Auto Mall	5.6	-2	3.6
West Broadway Urban Village	9.653	+2	11.653
Small Commercial	1.815	+5.853	7.668
	38.352		33.831

This is a link to the most recent allocation change: Resolution 11-03 <https://seasidecityca.documents-on-demand.com/Document/39a4f04e-b1cc-e711-80bf-00/City%20Council%20Resolution%2011-03.pdf&find=Resolution%2011-03&fromFrame=1>

When staff returns with the ADU policy change in the ordinance, the 5 AF could then be allocated to ADUs.

At this time, it is recommended that Council: approve water reallocation per the staff recommendations, and that Staff recommends that Council consider eliminating the commercial points allocation system and change it to become a first-permitted, first served system; and allocating water for ADUs which considers free water for ADU projects that are deed-restricted affordable, and market rate fees charged for water to non-deed-restricted ADU projects with resulting funds directed to the affordable housing fund.

FISCAL IMPACT

None.

ATTACHMENTS

1. Water Allocation Point System
2. WAC Reallocate Resolution

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Commercial Project Criteria	Determination	Points Received
<u>Revenue Generation</u> Up to \$5,000 = 1 point \$5,001-\$10,000 = 3 points \$10,001-\$15,000 = 5 points \$15,001 or more = 7 points	Total: \$ XX City's Share Property Tax Revenue 0.18% of \$XX = \$XX City's Share of Sales Tax Revenue 1% of XX \$= \$XX	
<u>Jobs Creation</u> 1-9 part time = 1 point 10 or more part time = 3 points 1-9 full time = 5 points 10 or more full time = 7 points		
<u>Projects on Major Thoroughfares</u> All other commercial areas = 1 point Fremont, Broadway, Del Monte = 5 points		
<u>Removal of Blight</u> Occupied Bldg, remodel existing structure = 1 pt Vacant Bldg, remodel of existing structure = 3 pts Occupied Bldg, full demo & redevelopment = 5 pts Vacant Property, complete redevelopment = 7 pts		
<u>Business Retention</u> Seven (7) points will be awarded for projects which, if not approved, would result in the loss of an existing business, which generates revenue for the City and/or significant employment.		
Total		

RESOLUTION 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AMENDING RESOLUTION 11-03 FOR A RE-PRIORITIZATION OF 38.831 ACRE-FEET OF AVAILABLE WATER ALLOCATION

WHEREAS, the City of Seaside has an available water allocation total of 38.831 AF from all three water accounts of the Monterey Peninsula Water Management District as of April 2019; and

WHEREAS, the City of Seaside has water allocated across 5 categories which include: Broadway catalyst between Hillsdale and Alhambra; Broadway and Terrace; Auto Center Properties; West Broadway Urban Village; and Small Commercial; and

WHEREAS, the City of Seaside values economic development and being business-friendly, resulting in new or expanding small businesses requiring water; and

WHEREAS, the Broadway catalyst project remains viable, and is likely to occur after new sources of water are available, allowing for an interim allocation of zero acre-feet; and

WHEREAS, several Auto Center properties have already upgraded facilities and only a few remain to upgrade; and

WHEREAS, the City of Seaside chooses to allocate 33.831 AF of water at this time; and

NOW THEREFORE BE IT RESOLVED, the City of Seaside reallocates water as reflected below:

Broadway catalyst project [Alhambra to Hillsdale] 0.0 AF,
Broadway and Terrace project 10.91 AF,
Auto Center 3.602 AF,
West Broadway Urban Village 11.653 AF, and
Small Commercial 7.668 AF.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside State of California, duly held on the 1st day of August 2019, by the following votes:

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

APPROVED:

Ian Oglesby, Mayor

ATTEST:

Lesley Milton-Rerig



CITY OF SEASIDE STAFF REPORT

Item No.: 9.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: August 1, 2019

SUBJECT: APPROVE AN AGREEMENT WITH EMERGENCY SERVICES CONSULTING INTERNATIONAL IN THE AMOUNT OF THIRTY-EIGHT THOUSAND, FIVE HUNDRED DOLLARS (\$38,500.00) TO CONDUCT A FIRE DEPARTMENT COMMUNITY RISK ANALYSIS STANDARDS OF COVER STUDY.

PURPOSE & RECOMMENDATION

For Council to approve an agreement with Emergency Services Consulting International in the amount of thirty-eight thousand, five hundred dollars (\$38,500.00) to conduct a fire department community risk analysis standards of cover study.

BACKGROUND

Fire Department Accreditation Application, more specifically "Complete Standards of Cover and Self-Assessment" was identified as item O.14. in the 2019-2020 Workplan presented to City Council on May 2, 2019. In late 2017, members from the fire department began the process of accreditation through the Center for Public Safety Excellence (CPSE). Accreditation is a comprehensive self-assessment and quality improvement model that will allow the department to analyze past, present, and future service levels and internal performance factors and compare them to current research and fire service industry best practices. The purpose of this process is to develop a more efficient and effective emergency service organization.

Accreditation is a three step process including a Community Driven Strategic Plan, a Community Risk Analysis (CRA/SOC) and a Department Self-Assessment. In late 2018 and early 2019 the Community Driven Strategic Plan was conducted and completed; the next step is the CRA/SOC, through this process we will be able to determine community

risk and safety needs and develop a Seaside-specific "Standards of Cover". The process will also allow us to evaluate the performance of our department and establish a method for achieving continuous organizational improvement.

The CRA/SOC study is both labor intensive as well as technology and data driven and we believe bringing on an expert with an outside perspective would be of great benefit to the City; the fire department rarely uses outside consultants, however we feel this may be a wise exception to the rule. Following the CRA/SOC and with the information from the study, the department will complete the (final step) self-assessment process internally.

Emergency Services Consulting International is the consulting firm of the International Association of Fire Chiefs, Emergency Services Consulting International has reliably met the needs of emergency services agencies for over 40 years and is a national leader in fire, EMS, communications, and law enforcement consulting.

FISCAL IMPACT

Seaside Fire Department is a member of FireRescue GPO. FireRescue GPO is a program of NPPGov providing fire departments access to publicly solicited contracts from vendors who supply goods and services to the fire service. Contracts are created through a public RFP process by a Lead Public Agency that allows members to "piggyback" on the contract, eliminating the need to complete their own RFP process.

Access to cooperative contracts is complimentary with no purchasing obligations. Membership is available to organizations chartered to provide fire and rescue services and their members including: career, volunteer, districts and state agencies.

Fiscal Impact is \$38,500.00 and was placed in the Fire Department FY 19/20 budget.

ATTACHMENTS

1. Signed City of Seaside Agreement
2. Cover Letter
3. Proposal/Scope of Work
4. Fire-Rescue GPO Bid Documents
5. Resolution

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
PROFESSIONAL SERVICE AGREEMENT FOR NON-
CONSTRUCTION PROJECT
COMMUNITY RISK ANALYSIS/STANDARDS OF COVER STUDY**

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective as of August 1, 2019, between the City of Seaside ("AGENCY"), a municipal corporation and Emergency Services Consulting International, a corporation ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on August 2, 2019 and shall remain and continue in effect until tasks described herein are completed, but in no event later than August 2, 2020 unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

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

IV. AGENCY MANAGEMENT

Agency's Fire Chief shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. Agency's Manager shall be authorized to act on AGENCY's behalf and to execute all

necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Thirty-eight Thousand Five Hundred Dollars (\$38,500.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the Agency Manager or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the AGENCY with a written plan for the cure of the default, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of AGENCY or its designees at reasonable times to such books and records; shall give AGENCY the right to examine and audit said books and records; shall

permit AGENCY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the AGENCY and may be used, reused, or otherwise disposed of by the AGENCY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the AGENCY, at the CONSULTANT's office and upon reasonable written request by the AGENCY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to AGENCY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY 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 legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

B. Duty to defend

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall defend the AGENCY at CONSULTANT's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable

attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and AGENCY, as to whether liability arises from the sole or active negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit C attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE

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

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any

summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), 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 AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

Note: The following paragraph is only to be used when the AGENCY will be taking in a fee or deposit from an applicant and use that fund to retain the CONSULTANT to prepare an EIR, Specific Plan, or some other specific document or where the AGENCY is funding a similar development-type study.

- C. CONSULTANT covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed by them as an officer, employee, agent, or sub-consultant. CONSULTANT further covenants that CONSULTANT has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the AGENCY or the study area and further covenants and agrees that CONSULTANT and/or its subconsultants 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 AGENCY or the study area prior to the completion of the work under this AGREEMENT.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or

(iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To AGENCY: City of Seaside
440 Harcourt Ave
Seaside, CA 93955

To CONSULTANT: ESCI
25030 SW Parkway Ave. Suite 330
Wilsonville, OR 97070

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. [Insert name] may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT.

CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of [Insert name] from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include an indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. LICENSES

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

XIX. GOVERNING LAW

(COMMUNITY RISK ANALYSIS/STANDARDS OF COVER STUDY)

The AGENCY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the AGENCY.

XX. 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 and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, 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.

XXI. WORK SCHEDULED/TIME OF COMPLETION

Note: This section is optional and should be included only when the project is particularly time-sensitive.

AGENCY and CONSULTANT agree that time is of the essence in this AGREEMENT. AGENCY and CONSULTANT further agree that CONSULTANT's failure to perform on or at the times set forth in this AGREEMENT will damage and injure AGENCY, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, AGENCY and CONSULTANT agree that any failure to perform by CONSULTANT at or within the times set forth herein shall result in liquidated damages of [Insert amount] dollars (\$__.00) per day for each and every day such performance is late or delayed. AGENCY and CONSULTANT agree that such sum is reasonable and fair. Furthermore, AGENCY and CONSULTANT agree that this AGREEMENT is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

XXII. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of AGENCY's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONSULTANT, Exhibit "E" hereto. In the event of conflict, the requirements of AGENCY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions

included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: Sheldon Gilbert
(Signature)

Sheldon Gilbert
(Typed Consultant Name)

Craig Malin
City Manager
City of Seaside

Attachments:	Exhibit A	Tasks to Be Performed
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal
	Exhibit E	Consultant's Proposal

EXHIBIT A
TASKS TO BE PERFORMED

EXHIBIT B
PAYMENT SCHEDULE

EXHIBIT C

INSURANCE REQUIREMENTS

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

Note: Verify minimum limit for each coverage with Risk Manager.

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

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

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.

Workers' compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

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

Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.

Umbrella or excess liability insurance. [Optional depending on limits required]. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

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

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D
REQUEST FOR PROPOSAL

Does Not Apply

EXHIBIT E
CONSULTANT'S PROPOSAL



**Emergency Services
Consulting International**

*Providing Expertise and Guidance
that Enhances Community Safety*

MEMORANDUM

August 2nd, 2019

Brian Dempsey Fire Chief
City of Seaside
1653 Broadway Ave
Seaside CA. 93955

RE: City of Seaside Fire Department Community Risk Analysis Standards of Cover Study proposal.

Dear Chief Dempsey :

Emergency Services Consulting International (ESCI) is pleased to submit the following proposal to conduct the Fire Department's Community Risk Analysis Standards of Cover Study. We clearly understand the importance of this project and appreciate your consideration of our proposal.

ESCI has completed numerous fire agency and emergency service studies utilizing our highly qualified staff. We have a working knowledge and understanding of contemporary fire service and EMS organizations and the complexity of current delivery systems. Our professional team can utilize advanced analytical technology and methodology to ensure accurate observations and recommendations. Through experience, we understand the importance of community risk analysis and standards of coverage studies to identify risks throughout the community, review and evaluate your current service delivery system and provide observations and recommendations to assist in short and long-range planning.

Kurt Latipow, Senior Associate, will serve as the Project Manager. He and his team will lead the process of developing the Fire Department's Community Risk Analysis Standards of Cover Study.

The project team we have assembled will provide the knowledge, support, and expertise that will contribute to the successful completion of this project.

We appreciate your consideration of our proposal and look forward working with the City of Seaside Fire Department in this important endeavor. If you have any questions, please do not hesitate to contact me at (800) 757-3724 or Kurt Latipow at 530-306-1382.

Sincerely,

Andrea Hobi
General Manager

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City of Seaside Fire Department

Seaside, California

Proposal to conduct a

COMMUNITY RISK ANALYSIS

STANDARDS OF COVER STUDY

August 2019



Emergency Services
Consulting International

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Project Understanding & Methodology

Understanding of Project Opportunities and Challenges

ESCI has worked with hundreds of fire agencies and emergency services providers and is keenly aware of the struggles currently facing these organizations. With the many changes facing today's fire service, a comprehensive Community Risk Analysis and Standards of Cover is essential. ESCI's experience working with agencies in both California and across the U.S. and Canada, offers a broadly knowledgeable perspective with which to help guide the organizations into the future.

ESCI understands that the intent of this project is to provide an unbiased, third-party evaluation, of the current Risks within the City of Seaside and the methods in which the fire department addresses the risk and delivers service. ESCI will provide a detailed analysis and evaluation of services, along with recommendations for increased efficiency and effectiveness.

The analysis and determinations to be developed by ESCI are designed to provide the City of Seaside with necessary elements as identified within our Scope of Work. We are sure that the recommendations given to policy-makers will be supported by legal requirements, industry standards, benchmarks, and/or best practices.

Methodology

ESCI's methodology reflects our understanding of your expectations and our experience in working with emergency services organizations in communities of similar size and character throughout North America. Key elements of ESCI's methodology include:

- A clear understanding of the project background, goals and objectives, and the complex issues that must be addressed.
- A comprehensive, well designed, and practical scope of work (SOW) and work plan that provides opportunities for ample stakeholder input.
- The utilization of the latest web-based communications technology, computer modeling, and geographic information systems (GIS).
- The commitment of sufficient professional resources, and an ability to complete the project successfully by meeting or exceeding the outlined scope of work and deliverables within the desired period at a reasonable cost.
- The production of a written report that provides systematic observation, analysis, and recommendations for all components and organizational systems.

ESCI's project methodology is augmented by the utilization of web-based communication technology. We will utilize the Dropbox® application to create a secure online project site that enables the client and project team members to collaborate and communicate throughout nearly every phase of the project.

ESCI can also conduct virtual meetings via web conferencing software. This capability allows the project team to display and review documents, maps, and illustrations in real-time, and provides the client with the opportunity to give immediate feedback to the project team. In addition to creating a more efficient work environment, the client benefits from lower travel costs by eliminating on-site reviews of draft documents.

Standards & Best Practices

Depending upon the nature of the project, ESCI will apply local and regional standards; and relevant standards and criteria from the *National Fire Protection Association* (NFPA), *Insurance Services Office* (ISO); *Commission on Fire Accreditation International* (CFAI); *Commission on Accreditation of Ambulance Services* (CAAS); *Commission on Accreditation of Medical Transport Systems* (CAMTS); applicable health and safety requirements; and state and federal regulations relative to the fire service, EMS, and other emergency services.

Scope of Work—CRA: Standards of Cover

Introduction

The intent of this project is to produce a Community Risk Assessment: Standards of Cover (CRA: SOC) document that is fully compliant with industry best practices in the field of deployment analysis. This evaluation and analysis of data will be based on nationally recognized guidelines and criteria, including recognized National Fire Protection Association (NFPA) standards, Insurance Services Office (ISO) schedules, any federal and state mandates relative to emergency services, and generally accepted best practices within emergency services. All methodology used in this Community Risk Assessment: Standards of Cover analysis of the department will follow the methodology described in the "Community Risk Assessment: Standards of Cover, 6th Edition," published by the Center for Public Safety Excellence (CPSE).

Phase I: Project Initiation

Task 1-A: Project Initiation & Development of Work Plan

ESCI will develop a project work plan based on the scope of work and converse with the city's project team to gain a comprehensive understanding of the organization's background, goals, and expectations for this project. This work plan will be developed identifying:

- Primary tasks to be performed
- Person(s) responsible for each task
- Time table for each task to be completed
- Method of evaluating results
- Resources to be utilized
- Possible obstacles or problem areas associated with the accomplishment of each task

This exchange will also help to establish working relationships, make logistical arrangements, determine an appropriate line of communications, and finalize contractual arrangements.

Task 1-B: Acquisition & Review of Background Information

ESCI will request pertinent information and data from the organization's assigned liaison. This data will be used extensively in the analysis and development of the CRA: SOC document. The documents and information relevant to this project will include, but not be limited to, the following:

- Past or current department studies or research
- Community Comprehensive Plan documents, including current and future land use information
- Local census and demographics data
- Zoning maps and zoning code
- Financial data, including debt information, long-range financial plans and projections
- Department administrative policies and procedures
- Standard Operating Guidelines (SOGs) and service delivery practices
- Current service delivery objectives and targets
- Facilities and apparatus inventories

- Local collective bargaining agreement(s), if applicable
- Automatic and mutual aid agreements
- Computer-Aided Dispatch (CAD) incident records
- Records management data, including National Fire Incident Reporting System (NFIRS) incident data
- Local Geographic Information Systems (GIS) data, where available

Phase II: Community Risk Assessment Development

ESCI will conduct an all-hazards analysis of the community based on the elements included in the following objectives. The purpose of this evaluation is to assess the community's hazards, threats, vulnerabilities, and risks in comparison to recognized standards and best practices, as well as to create benchmarks against which to compare future improvement.

Task 2-A: Description of Community Served

An overview of the organization will be developed to include:

- Community Characteristics, including general location, history, geography, topography, climate, local government type, jurisdictional area, and surrounding jurisdictions
- Demographic characteristics
- Transportation networks
- Physical assets protected
- Planning zones, or fire management (response) zones

An interpretation of available census and community development data will be provided indicating:

- Population history
- Census-based population and demographic information
- Community planning-based population information
- Transient population and demographic information (to the extent data is available)
- Population density
- Community land use regulations
- Occupancy types by land use designation
- Hazardous substances and processes
- Non-structural risk categorization

Task 2-B: Review of Community Expectations and Performance Goals

ESCI will examine and document the levels of service historically provided to the community. Within this analysis, the service area will be evaluated based on population density and fire management zones that will be used in the development of future performance objectives.

ESCI will use the fire management zone noted above combined with input from citizens, elected officials, and other stakeholders to determine the appropriate level of service.

Task 2-C: Stakeholder Input

The ESCI project team will conduct on-site interviews and gather information from key personnel and stakeholders. Some information may be acquired through the use of electronic forms and/or telephone interviews. Individuals will include, but not be limited to:

- City management and elected members of the City council.
- Fire Chief and command staff.
- Individuals responsible for finance.
- Representative(s) of the department's labor leadership.
- Select group of firefighters and company officers.
- Community groups.
- External fire and EMS agencies within the region
- Employee and volunteer groups (such as CERT)
- Others as they may contribute to this project

From these interviews, ESCI will obtain additional perspective on operational, economic, and policy issues facing the agency. Further, the project staff will complete a summary of Strengths, Weaknesses, Opportunities, and Threats (SWOT) identified in the course of stakeholder interviews.

Task 2-D: Community Risk Assessment

ESCI will conduct an analysis of community risks, and land uses and interpret their impact on emergency service planning and delivery. Land use, zoning classifications, parcel data, ISO fire flow data, economic value, building footprint densities, occupancy data, and demographic information may be used, along with specific target hazard information, to analyze and classify community risk by:

- Location
- Type
- Probability
- Impact or consequences (economic, social, historic, cultural and environmental)
- Speed of onset
- Duration
- Effect on department response capabilities

Task 2-E: Spatial Visualization of Data and Information

ESCI will use local planning/zoning data combined with available Geographic Information System (GIS) data to evaluate the physical risks of the community to include:

- Overall geospatial characteristics including political and growth boundaries, construction, and infrastructure limitations
- Topography including response barriers, elevation extremes, and open space/interface areas
- Transportation networks including roads, rail lines, airports, and waterways

- Evaluation of physical assets protected
- Risk Assessment Methodology
- Community-Wide Hazards, treats, vulnerabilities, and risks
- Risk Assessment Matrix
- Community Safety and Remediation Programs
- Community Fire Protection and Detection Systems
- Community Loss and Save Information
- Risk by Response Category: Fire, Emergency Medical, and Other Incidents
- Risk by Planning / Demand Zone
- Utilize three-axis or bar data visualization to include probability, consequence, and organization impact (resiliency)

Phase III: Standards of Cover Development

ESCI will conduct an organizational analysis of the department based on the elements included in the following objectives. The purpose of this evaluation is to assess the agency's operations in comparison to industry standards and best practices, as well as to create benchmarks against which to compare future improvement.

Task 3-A: Description of the Department

An overview of the organization will be developed evaluating:

- Service area general population and demographics
- Contributing factors
- History, formation, and general description of the agency community
- Governance and lines of authority
- Organizational design
- Operating budget, funding, fees, taxation, and financial resources

Task 3-B: Review of Services Provided

The services currently provided by the department will be evaluated. Areas to be considered include:

- Description of the current service delivery infrastructure
- Review of emergency response services by type
- Review and evaluate operational staffing levels, distribution, and assignment
- Review staff allocation to various emergency functions
- Review staff scheduling methodology

Task 3-C: Capital Facilities & Equipment

During this component, a review of current major capital assets (facilities and apparatus) will be completed relative to the existing condition of capital assets and their viability for continued use in future service delivery. This evaluation will include:

Facilities – Tour and make observations in areas critical of current station location and future station considerations. Items to be contained in the report include:

- Design
- Construction
- Safety
- Environmental issues
- Code compliance
- Staff facilities
- Efficiency
- Future viability

Apparatus/Vehicles – Review and make recommendations regarding inventory of apparatus and equipment. Items to be reviewed include:

- Age, condition, and serviceability
- Distribution and deployment

Task 3-D: Provision of Services across the Jurisdiction

An overview of the provision of services across the jurisdiction will be developed evaluating:

- Deployment Considerations
 - Service Provision Methodology
 - Computer Aided Dispatch (CAD) System
 - Unit Types and Staffing
 - Response Levels
 - Resiliency
- Critical Task Analysis: Fire Suppression, Emergency Medical Incidents, Other Incidents
- Baseline Performance
 - Performance Monitoring Methodology
 - Response Metrics: Population Categories, Hazard Types, Risk Levels
 - System Wide
 - By Planning Zone of Response Zone

Task 3-E: Review of Historical System Performance

Review and make observations in areas specifically involved in, or affecting, service levels and performance. Areas to be reviewed shall include, but not necessarily be limited to:

- Resource Distribution Study
 - Overview of the current facility and apparatus deployment strategy, analyzed through Geographical Information Systems software, with identification of service gaps and redundancies in initial unit arrival

- Resource Concentration Study
 - Analysis of response time capability to achieve full effective response force
 - Analysis of company and staff distribution as related to effective response force assembly
- Response Reliability Study (to the extent data is complete)
 - Analysis of current workload, including unit hour utilization of individual companies
 - Review of actual or estimated failure rates of individual companies
 - Analysis of call concurrency and impact on effective response force assembly (resource drawdown)
 - Analysis of call concurrency and impact on resource exhaustion
- Historical Performance Summary
 - Analysis of actual system reflex time performance, analyzed by individual components
 - Mutual and Automatic Aid Systems

ESCI will evaluate the current workload of the department and relate that analysis to the previously described community risk. An analysis will be completed, and a matrix will be developed for the community's common and predictable risk types identifying staffing and resource needs. The matrix shall be developed with consideration to:

- Service Demand study that will analyze and geographically display current service demand by incident type and temporal variation
- Risk-specific staffing levels to meet the critical tasking analysis for the identified risks
- Apparatus assignments to accommodate the anticipated fire flows and other critical functions of the identified risks
- Time standards that will provide for effective initiation of critical tasks and functions
- Summary of current available resources in matrix format

Task 3-F: Establishment of Performance Objectives

The establishment of fire and EMS response time standards and targets is a primary responsibility of policy-makers, based on community risk, citizen expectations and the fire agency's capabilities. ESCI will provide data analysis and comparison against industry standards and will recommend response performance goals. ESCI will identify the current level of emergency services provided by the department and compare the department's performance against industry standards and best practices, such as the benchmarks described by the Insurance Services Office (ISO), consensus standards from the National Fire Protection Association (NFPA), recommended practices from the Center for Public Safety Excellence (CPSE), and other pertinent resources.

- All Programs
- Fire Suppression Services
- Emergency Medical Services
- Hazardous Materials Services
- Technical Rescue Services
- Airport Rescue and Firefighting

A review and discussion of existing response performance goals (if in place) or a discussion of existing response performance (if goals are not in place) will be provided matching the nature and type of risks identified in the previous report sections. ESCI will then recommend response performance goals as follows:

- Evaluation of Performance
 - Benchmark Objective Tables
 - Evaluation Methodology
 - Factors to Consider
- Evaluation Findings
 - Response Time Performance – Each timed element of the response system, from receipt of call to first unit arrival
 - Resource Distribution – Initial attack (first due) resources for risk-specific intervention
 - Resource Concentration – Effective response force assembly (apparatus and personnel), of the initial resources necessary to stop the escalation of the emergency for each risk type

ESCI will also review and consider any current or draft performance goals, objectives, and measures in place by the agency to determine recommended levels of service.

Phase IV: Plan for Maintaining and Improving Response Capabilities

Task 4-A: Overview of Plan

ESCI will work with the department's management team to develop a methodology that will allow the department to continually measure future performance of the purpose of maintaining and improving response capabilities. This methodology will include, but not necessarily be limited to:

- Records Management Systems (RMS) usage policies
- Assignment of oversight responsibilities
- Schedule of assessments
- Review requirements

Task 4-B: Overall Evaluation, Conclusions, and Recommendations to Policy Makers

ESCI will develop and analyze various operational models for providing emergency services with the specific intent of identifying those options that can deliver the optimum levels of service identified in the previous task at the most efficient cost. Recommendations will be provided identifying the best long-range strategy for service delivery and the impact of initiating such a strategy. ESCI will develop one or more long-range options for resource deployment that will improve the region's level of service towards the identified performance objectives and targets. This may include, but is not necessarily limited to, specific recommendations regarding:

- Any relocation of existing facilities
- General locations of future necessary fire stations
- Selection and deployment of apparatus by type
- Deployment of operations personnel, special units, or resources

ESCI will evaluate and present in graphical and descriptive format for the deployment option(s):

- Degree of benefit to be gained through its implementation
- Extent to which it achieves established performance targets
- Potential negative consequences

Phase V: Development, Review, and Delivery of Final Report

Task 5-A: Develop and Review Draft Project Report

ESCI will develop and produce an electronic draft version of the written report for review by the client and client representatives. Client feedback is a critical part of this project and adequate opportunity will be provided for review and discussion of the draft report prior to finalization. Review of the draft will be performed through web-based video conferencing.

Task 5-B: Delivery of Final Community Risk Assessment: Standards of Cover Document

ESCI will complete any necessary revisions of the draft and produce ten publication-quality bound, final versions of the written report. The final report will include an executive summary describing the nature of the report, the methods of analysis, the primary findings, and critical recommendations. A formal presentation of the project report will be made by ESCI project team member(s) to staff, elected officials, and/or the general public and will include the following:

- A summary of the nature of the report, the methods of analysis, the primary findings, and critical recommendations
- Supportive audio-visual presentation
- Explanation of primary supportive charts, graphs, diagrams, and maps, where appropriate
- Opportunity for questions and answers, as needed

Project Timeline & Fee Proposal

Project Completion Timelines

ESCI offers the following project timeline, which is subject to change based upon the mutual agreement of the client and ESCI. The timeline will not begin until ESCI has been provided with all of the information and data necessary for the successful completion of the project.

Project Phase	Month 1	Month 2	Month 3	Month 4	Month 5
Phase I: Project Initiation					
Phase II: Community Risk Assessment Development					
Phase III: Standards of Cover Development					
Phase IV: Plan for Maintaining & Improving Response					
Phase V: Review & Delivery of Report					

Proposed Project Fee

Emergency Services Consulting International is pleased to present the following formal cost proposal for the project outlined in the Scope of Work. The fee ESCI is proposing to perform this study is inclusive of expenses as follows:

Project Phase	Consulting Fees	Expenses	Total
Phase I: Project Initiation	\$3,405	\$300	\$3,705
Phase II: Community Risk Assessment Development	\$14,838	\$1,199	\$16,037
Phase III: Standards of Cover Development	\$5,716	\$0	\$5,716
Phase IV: Plan for Maintaining & Improving Response	\$5,459	\$0	\$5,459
Phase V: Review & Delivery of Project Report	\$6,514	\$1,069	\$7,583
Total Cost for Project (not to exceed):			\$38,500

Proposed Payment Schedule

- 10% payment due upon signing of the contract.
- Monthly invoicing thereafter as work progresses.

Information Relative to Cost Quotation

- Bid quotation is valid for 90 days.
- ESCI Federal Employer Identification Number: 23-2826074.
- When requested, and in a timely manner, the client will provide data, information, and materials required for the completion of the objectives outlined in the Scope of Work submitted in this proposal.
- ESCI shall perform any additional work on a time and materials basis as requested in writing by the client at a negotiated hourly rate.

Project Team Assignments

Emergency Services Consulting International has assigned the following associates to the project. All team members will be available for the duration of the project. Along with the project team, ESCI's full-time staff will be available to assist on the project as needed. Detailed information on the background and qualifications of each member of the team will be found in Appendix A.

The selection and experience of the project manager is important to the success of this project. ESCI is offering a project manager who will:

- Assist in the development and coordination of a project work plan.
- Have the ability to work closely with your representatives.
- Facilitate project team meetings to share project findings and ideas.
- Provide direction based on experience in similar situations, and knowledge of organizational staff analyses.

Team Member	Project Assignments
Kurt Latipow, Project Manager	Project Manager; responsible for the overall content and quality of the project and will ensure that the project is accomplished on schedule and within budget
Randall Parr	Fiscal analysis
Jake Rhodes	Fire, EMS, Special Operations and Community Risk Analysis
David Schmidt	GIS/Data & Performance analysis

Profile of Proposing Firm

ESCI Capabilities

Emergency Services Consulting International (ESCI) is an international firm providing specialized, high-quality professional fire, police, communications, and emergency medical services (EMS) consulting services to organizations throughout the United States and Canada. ESCI has been meeting the needs of emergency services agencies since 1976, and is considered by many to be the nation's leader in emergency services consulting.

Utilizing both full-time staff and over 50 field consultants nationwide, ESCI provides consulting services to municipalities; fire, ambulance, and hospital districts; non-profit organizations; and the industrial and commercial community.

ESCI is recognized as an expert in the field by the emergency services community. This is confirmed by our ongoing relationship with the *International Association of Fire Chiefs (IAFC)*, the *Western Fire Chiefs Association*, the *National Fallen Firefighters Foundation*, the *National Volunteer Fire Council*, and the hundreds of clients we serve from coast to coast.

Since the beginning, ESCI has operated on the principles of honesty, integrity, and service. ESCI's philosophy is to maintain an active involvement within the emergency service disciplines and related fields—staying ahead of the rapid changes and issues facing our clients.

The mission of ESCI is to *provide expertise and guidance that enhances community safety*. We will accomplish this by providing the highest value of consulting services and educational programs. ESCI utilizes a team of professionals committed to offering highly beneficial programs covering current and anticipated fire, police, communications, emergency management, and EMS issues and needs.

We provide a wide array of services, including organization audits and evaluations; cooperative effort and consolidation; health and safety evaluations; master, strategic, and growth management plans; deployment planning; hazard mitigation planning; executive searches; assessment centers; and customized consulting. ESCI has helped improve emergency services in hundreds of communities throughout the country. Our innovative training programs are improving the way organizations and people work.

ESCI encourages creative solutions to complex system dilemmas. The firm recognizes the cultural, economic, operational, legal, and political realities of the local environment. ESCI avoids pre-conceived biases in order to develop and implement imaginative and long-lasting solutions. In addition, ESCI equips its clients with the background, understanding, and confidence to tackle future problems as they arise.

All of ESCI's field associates have been active practitioners in their respective fields, with many involved in highly visible and responsible national leadership positions in fire/rescue services, EMS, and law enforcement. We understand your issues, challenges, responsibilities, and offer proven methods to improve your effectiveness.

ESCI at a Glance

- Mission: Provide expertise and guidance that enhances community safety
- Established in 1976
- Headquartered in Wilsonville, Oregon; with branch offices in Texas, Idaho, and Virginia
- Extensive fire and EMS consulting throughout the US and Canada
- Twelve full-time employees, with over 50 expert field consultants

ESCI Experience

ESCI's advantage begins with our technical expertise and capability, extends to our experienced and highly qualified staff, and concludes with a product that will enable your organization to meet the challenges of emergency services into the future.

ESCI's team has first-hand experience in the process of analyzing emergency service providers and recommending an array of opportunities that are economically, culturally, and operationally feasible. Each team member is a specialist in fire, rescue, law enforcement, EMS, or related fields. The team will work collaboratively to create the best possible strategies and options for your organization.

The *ESCI Advantage* includes:

- A clear understanding and appreciation of the complexity of the local and regional environment.
- Over 40 years of public safety consulting experience; the successful completion of hundreds of consulting engagements.
- The ability to deliver a high-quality product on time, and with organizational support and endorsement.
- Knowledge of contemporary issues associated with the delivery of emergency services.
- Experience with a variety of jurisdictions including municipalities, counties, and state government.
- A highly skilled and knowledgeable team of professionals with skill-sets necessary to meet your expectations.

Effective Project Coordination & Management

When engaged, all work progress is measured against a work plan, timetable, budget, and deliverables. During the project, team members confer frequently to discuss progress as well as new or unanticipated issues. Our project management methodology ensures that services and activities are efficiently conducted and are focused, coordinated, and logical. All project team members are available for the duration of the project.

ESCI Offices

In order to better serve our clients, ESCI maintains two regional offices. The following is the contact information for each office, along with a complete organization chart.

Corporate Headquarters

Andrea Hobi, General Manager

Mike Roth, Operations Manager

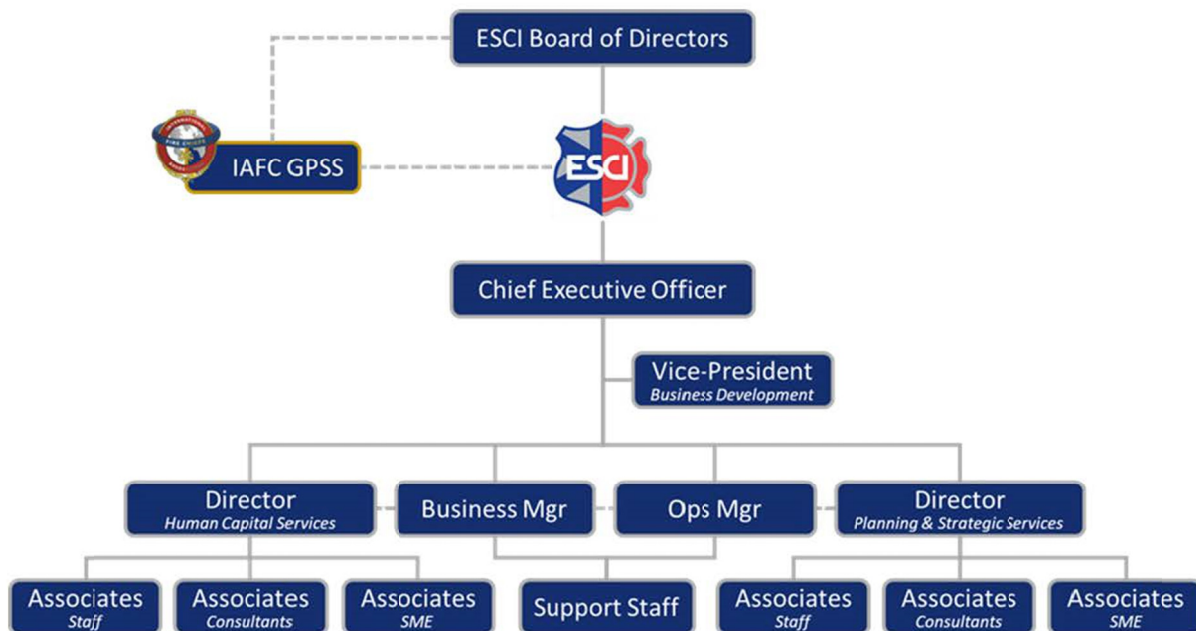
4795 Meadow Wood Lane, Chantilly, VA 22033

Andrea—Phone: 800.757.3724 • Email: info@esci.us

Mike—Phone: 703.506.9400 • Email: mike.roth@esci.us

ESCI Organizational Chart

The following is an organizational chart of Emergency Services Consulting International, which includes descriptions of our various positions and services.



Disclosure & Practices

Conflict of Interest Statement

ESCI has neither directly nor indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing or other offer parameters required by this solicitation. ESCI is not presently suspended or otherwise prohibited by any government from participation in this solicitation or any other contracting to follow thereafter. Neither ESCI nor anyone associated with ESCI has any potential conflict of interest because of or due to any other clients, contracts, or property interests in this solicitation or the resulting project. In the event that a conflict of interest is identified in the provision of services, ESCI will immediately notify the client in writing.

Insurance

ESCI is insured in excess of \$2,000,000. A copy of the ESCI liability insurance certificate is included in an appendix.

Litigation

ESCI has no past and/or pending litigation or unresolved lawsuits.

Employment Practices

ESCI is an equal opportunity employer. The company is guided by recognized industry standards, policies, and procedures. ESCI offers a wide range of employee benefits and ongoing training opportunities that has enabled ESCI to attract and retain quality consultants who are recognized as experts in emergency service organization, management, and service delivery. ESCI will not refuse to hire, discharge, promote, demote, or otherwise discriminate in matters of compensation against any person otherwise qualified, because of age, race, creed, color, sex, national origin, ancestry, or handicap.

Appendix A: Project Team Qualifications

Kurt Latipow

Senior Associate/Project Manager



Summary of Qualifications

Mr. Latipow has enjoyed 40 years in Public Safety with over 27 years of Public Administration in Fire Chief and Chief Officer positions. He has developed and implemented numerous comprehensive fire and emergency services related plans. Mr. Latipow has facilitated the adoption of those plans via a variety of governing bodies. Mr. Latipow offers extensive experience in developing and implementing emergency, strategic, master plans and succession plans/management processes as well as developing and implementing

Standards of Cover Analysis, Fees for Service Cost Recovery Programs and ALS Program Development and Implementation for both transport and engine company-based organizations.

Work Experience

- City of Lompoc, CA - Fire Chief
- Washoe County, NV - County Fire Services Coordinator
- City of Ukiah, CA - Fire Chief
- State of California, Governor's Office of Emergency Services – Deputy Chief, Fire and Rescue Branch
- Stanislaus Consolidated Fire Protection District, CA - Fire Chief/Chief Executive Officer
- Hesperia Fire Protection District, CA - Fire Chief
- City of Arroyo Grande, CA - Fire Chief/Director of Building and Fire
- City of Monterey Park Fire Department, CA - Battalion Chief/Fire Marshal

Education

- National Fire Academy – Accredited Executive Fire Officer
- California Fire Marshal Training and Education System

Publications and Instructor Experience

- IAFC/Volunteer Combination Officers 2017 Symposium in the West -Building Leaders From Within
- IAFC and League of California Cities 2016 - "The Achilles Heel of Local Government"
- California Fire Chiefs 2016 - "The Why and How of Succession Planning and Implementation"
- League of California Cities 2015 - "Contracting for Fire Services; the Trials, Tribulations, Landmines and Political Challenges"
- League of California Cities 2014 - "Leading Change in the New Reality"
- California Fire Chiefs Association 2012 - "Re-engineering Fire Service-Based Service Delivery"
- IAFC/ICMA 2012 - Success & Sustainability

Professional Affiliations

- California Fire Chiefs Association
- League of California Cities Fire Department – Past President
- League of California Cities Public Safety Policy – Past Committee Chair
- Life member International Association of Fire Chiefs

Note: This is a brief summary of Mr. Latipow's CV. A complete version can be made available on request

Jake Rhoades

Associate Consultant



Summary of Qualifications

Jake Rhoades has over 26 years in the fire service serving in three different states. His fire service began in 1992 with the Stillwater (OK) Fire Department where he served for 16 years, progressing through the ranks to serve as the Chief of Training before accepting the position of Assistant Fire Chief with the Jenks (OK) Fire Department. He then served as the Deputy Fire Chief of training and Special Operations for the Rogers (AR) Fire Department before acting the position of Fire Chief for the Edmond (OK) Fire Department in 2012. He currently serves as the Fire Chief for the Kingman (AZ) Fire Department, an Internationally Accredited, ISO 1 Fire Department.

Chief Rhoades brings strong program management skill administration, operations, and management. His commitment to education and commitment to life-long learning combined with dynamic fire service experience allow him to provide expertise in training program design and compliance, organizational development, operational management, emergency medical services, 911 communications, and professional development. Chief Rhoades has a Master's Degree and is pursuing his doctorate in Business Administration as well his Certified Public Manager from Arizona State University.

Professional Experience

- Fire Chief, City of Kingman (AZ)
- Curriculum Lead Faculty, Columbia Southern University
- Fire Chief, City of Edmond (OK)
- Deputy Fire Chief of Training and Special Operations, City of Roger (AR)
- Assistant Fire Chief, City of Jenks (OK)
- Chief of Training, City of Stillwater (OK)
- 28 years of diverse experience in fire and emergency medical services

Educational Background & Certifications

- Doctorate of Business Administration, Columbia Southern University, Orange Beach, Alabama
- Master's Degree-Executive Fire Service Leadership, Grand Canyon University, Phoenix, Arizona
- Executive Fire Officer (EFO) Program, National Fire Academy, Emmitsburg, Maryland
- Chief Fire Officer, Center for Public Safety Excellence
- Chief Training Officer, Center for Public Safety Excellence
- Chief Emergency Medical Officer, Center for Public Safety Excellence
- Fellow Grade in the Institution of Fire Engineers United States (FIFireE)

Associated Professional Accomplishments

- Chairman, Arizona State Mutual Aid System
- Commissioner, Commission on Fire Accreditation International
- Board Member, International Association of Fire Chief Safety, Health, and Survival Section
- Peer Reviewer for The Commission on Professional Credentialing
- Peer Reviewer for the Commission on Fire Accreditation International

Randall Parr

Associate Consultant



Summary of Qualifications

Mr. Parr has over 40 years of experience in the fire service including 20 years as a chief officer. He has served in four different fire departments in Texas and Missouri. The agencies he has worked for range from mid-sized combination fire districts serving a population of 100,000 to a leading a small municipal department's transition from a volunteer based delivery system to a career based delivery system. He has served the past 13 years in a career position as the fire chief for the City of Tomball, a suburb of the City of Houston Texas with a population of 25,000.

He is a certified public accountant and during his career has served as the chief financial officer of several large regional real estate developers and also served as the City of Tomball interim financial officer. Chief Parr brings his diverse skills to ESCI to provide inter-agency collaboration, strategic planning, master planning, and organizational evaluation. He has a track record of focusing on cost effectiveness and efficiency, with a reputation for building regional collaborative solutions. He has advised policy-makers on fire service delivery options, created financial models and has made presentations to larger workshops on such topics as regional collaboration.

Educational Background

- Bachelors in Business, Accounting Major, Indiana University, 1970
- Master's in Public Administration, Sam Houston State University, Huntsville, TX, 2016
- Executive Fire Officer Graduate – National Fire Academy
- Extensive training in leadership, financial management, and planning

Professional Experience

- Fire Chief/Emergency Management Coordinator – City of Tomball, TX (2004 – present)
- Fire Chief – Cypress Creek Fire Department, Houston, TX (1999 – 2004)
- Chief Financial Officer – Turner Adreac Development, Sugar Land, TX
- Controller/Financial Officer – Trammel Crow Residential/Gables Residential Trust

Relevant Experience

- Board of Directors of the Southwest Division of the IAFC
- Southeast Region Director, Texas Fire Chiefs Association
- Facilitator, Northwest Harris County Fire Chiefs Association
- Treasurer, Institution of Fire Engineers, USA Branch
- Peer Assessor I, Center for Public Safety Excellence Accreditation Site Team

Associated Professional Accomplishments

- 2009 recipient of IAFC-VCOS John Buckman Leadership Award
- Developed UASI grant to equip 90 departments in a three-county area, including the City of Houston, with the same electronic accountability system
- Led the development of the Standards of Cover and Strategic plan for the Tomball Fire Department

Note: This is a brief summary of Mr. Parr's CV. A complete version can be made available on request.

David A. Schmidt, BS, EFO, CFO**Associate Consultant****Summary of Qualifications**

David Schmidt has more than 30 years' experience. Currently, he serves as the Fire Chief for the City of Elgin (IL). Chief Schmidt joined the Elgin Fire Department in 1989 and has served in multiple positions within the department including Firefighter/Paramedic, Lieutenant, Captain, Assistant Chief of Operations and Fire Chief.

Chief Schmidt is a seasoned, results-oriented, and multi-faceted with a record highlighted by successful relationships with businesses, residential groups, and City departments. Proven experience in defining and achieving organizational program goals. Adept at developing and implementing innovative management, public safety and education initiatives and policies/programs that enhance overall Fire Safety and City operations. Successful experience combining fire prevention, suppression, EMS, administration and progressive growth in a growing City. His involvements include Operational Enhancement, Directing Personnel, Staff & Program Development, Strategic Planning, Organizational Development, Budgeting/Forecasting, Emergency Preparedness, Subordinate Supervision, and Liaison Communication. Chief Schmidt has been involved in data analytics since 2000 and Geographic Information Systems (GIS) since 2004. Projects include: fire station placement with GIS, the modification of apparatus responses with GIS and utilization of data to increase ROSC rates in cardiac arrest victims.

Professional Development & Education

- | | |
|--|------------------------------|
| • Graduate Certificate of Public Management (2019) | Northern Illinois University |
| • Fire Service Executive Development Institute (2017) | IAFC |
| • Executive Fire Officer (2015) | National Fire Academy |
| • Senior Executive Institute (2015) | University Of Virginia |
| • Bachelor of Science Degree in Fire Science (2007) | Southern Illinois University |
| • Associate of Applied Science Degree in Fire Science (2004) | Elgin Community College |

Licensure & Certifications

- | | |
|---|---|
| • Chief Fire Officer | Center for Public Safety Excellence |
| • Certified Chief Fire Officer | Illinois Office of the State Fire Marshal |
| • Hazardous Materials Incident Management System | Illinois Office of the State Fire Marshal |
| • Emergency Medical Technician – Basic (EMT-B) | Illinois Department of Public Health |
| • Joint Labor Management Committee State-Certified Assessor | |

Concurrent Experience

- | | |
|--|-----------------|
| • Illinois Incident Management Team (Type 3) | 2013 to Present |
| ▪ Operations Section Member | |
| • National Fire Academy | 2010 to 2012 |
| ▪ Adjunct Instructor | |

Note: This is a brief summary of Mr. Schmidt's CV. A complete version can be made available on request.

Appendix B: ESCI Experience

Following are examples of ESCI's experience in providing consulting services to various organizations throughout North America. If requested, ESCI can provide more detailed information on any the projects listed.

Project Category & Title	Organization	Location	Year
Cooperative Services & Consolidations			
Performance Review & Alternative Governance.	North Tahoe and Meeks Bay FPD	CA	2018
Consolidation Feasibility Study and Service Review	Local Agency Formation Commission	CA	2018
Cooperative Efforts Feasibility Study	City of Santa Rosa & Rincon Valley FPD	CA	2016
Evaluation & Cooperative Efforts Study	Rifle Fire Protection District	CO	2015
Standards of Cover			
Standards of Cover	Tahoe Douglas Fire Protection District	NV	2018
Standards of Cover/ CRA	Hemet Fire Department	CA	2018
Standards of Cover	Scottsdale Fire Department	AZ	2015
Standards of Cover	Carrollton Fire Rescue	TX	2018
Agency Evaluations			
Fire Department Evaluation	Skamania County Fire District #4	WA	2015
Fire Department Options Analysis	Hemet Fire Department	CA	2015
Emergency Services Operations Analysis	Strathcona County Emergency Services	Canada	2017
Station Location Studies			
Station Location Analysis	American Fork Fire Department	UT	2017
Station Location Analysis	Twin Falls Fire Department	ID	2016
Police and Fire Station Location	Sioux Falls Police & Fire Departments	SD	2018
Master Plan with Station Location Analysis	Telluride Fire Protection District	CO	2015
Miscellaneous Studies			
Public Safety Building Funding Feasibility	City of Homer	AK	2015
Staffing & Deployment Analysis	East Pierce Fire & Rescue	WA	2014

Appendix C: ESCI References

The following are several examples and references out of the hundreds of projects and studies previously completed by ESCI. If requested, ESCI can provide additional examples and client references.

Santa Rosa Fire Department (California)			
Project:	Standards of Cover/Strategic Plan	Contact:	Tony Gossner
Project Manager:	Sheldon Gilbert/Joe Parrott	Title:	Fire Chief
Population:	172,000	Phone:	707.543.3530 or 707.543.3520
Completed:	2016	Email:	SRFD@srcity.org
Project Description: The Santa Rosa Fire Department Standards of Cover closely follows the "Standards of Response Coverage", 5th edition as published by the Commission on Fire Accreditation International (CFAI). The purpose for completing such a document is to assist the agency in ensuring a safe and effective response force for fire suppression, emergency medical services, and specialty response situations in addition to homeland security issues. ESCI intends to conduct its review of system performance in a more holistic manner reviewing in detail system elements, organizational practices, and other factors that are contributing to current organizational effectiveness and response performance.			

Scottsdale Fire Department (Arizona)			
Project:	Standards of Cover	Contact:	Margie Vasquez
Project Manager:	Joe Parrott	Title:	Bid & Contract Specialist
Population:	227,000	Phone:	480.312.5715
Completed:	2015	Email:	mvasquez@scottsdaleaz.gov
Project Description: This study compares current operational performance with the response performance objectives established by the Scottsdale Fire Department based on current capabilities and resources. ESCI provided a comprehensive review of the department based on The Center for Fire Accreditation International performance models and provided recommendations to the client for improving system operational effectiveness and efficiency.			

Dallas Fort Worth Airport (Texas)			
Project:	Airport Fire Services Master Plan	Contact:	Brian McKinney
Project Manager:	Sheldon Gilbert/Lane Wintermute	Title:	Fire Chief
Population:	Over 67 million annual passenger traffic	Phone:	972.973.3503
Completed:	May 2017	Email:	bmckinney@DFWairport.com
Project Description: ESCI completed an Airport Fire Services Master Plan, analyzing the agency's current conditions, future service demand, and future service delivery strategies. Key Recommendation(s): Consolidation of existing fire and ARFF stations. Addition of one structural fire station. Deployment recommendations. Future station location options.			

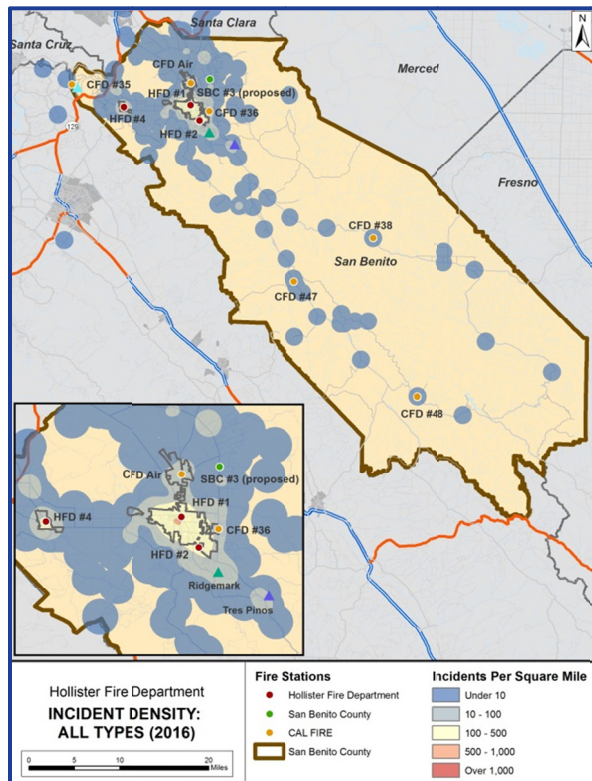
North Tahoe & Meeks Bay Fire Protection Districts (California)			
Project:	Performance Review & Examination of Alternative Governance Models	Contact:	Michael S. Schwartz
Project Lead:	Dawn Mittleman, Kurt Latipow	Title:	Fire Chief
Population:	16,000	Phone:	530 583 6911
Completed:	August 2018	Email:	schwartz@ntfire.net
Project Description: The North Tahoe Fire Protection District and Meeks Bay Fire Protection District Performance Review examined alternate governance models, current conditions, future opportunities for cooperative efforts, financial analysis of trends and current budget as a basis for findings and recommendations. Key Recommendation(s): ESCI advised that legal unification would eliminate duplication of governance and further enhance economy of scale. It was recommended that both districts take the necessary steps to initiate the legal unification process and that both pass substantially similar resolutions of application to LAFCO which include relevant terms and conditions.			

City of Dearborn (Michigan)			
Project:	Hazard Analysis / Master Plan	Contact:	Joseph Murray
Project Manager:	Mike Tucker	Title:	Fire Chief
Population:	111,900	Phone:	313-943-2841
Completed:	June 2018	Email:	Josephmurray@ci.dearborn.mi.us
Project Description: The City of Dearborn engaged ESCI to conduct a Hazard Analysis and Master Plan for the City's fire department. The project entailed conducting a systematic review of the fire department's organizational structure, analyzing current and future risks, analyzing the effectiveness of current facilities, determining the department's ability to achieve current and future service demands, and providing specific recommendations for additions and improvements. Key Recommendation(s): ESCI provided the City with specific recommendations focusing on the administrative structure of the organization designed to increase the department's effectiveness in supporting the department's operational response and service to the citizens of Dearborn. ESCI also conducted an extensive station location analysis of the department's existing facilities and made recommendations relative to future station placement to address the City's increasing call volume. Additional recommendations were made to address the department's current data collection procedures and improvements to better position the department to achieve its goal of earning international accreditation.			

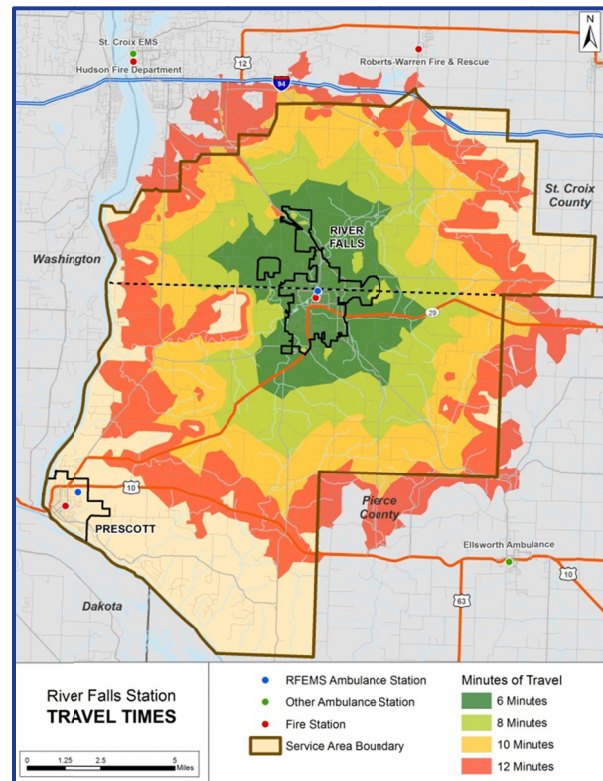
Appendix D: ESCI Examples of GIS Maps & Images

The following represents examples of GIS maps and other images created by ESCI for previous projects.

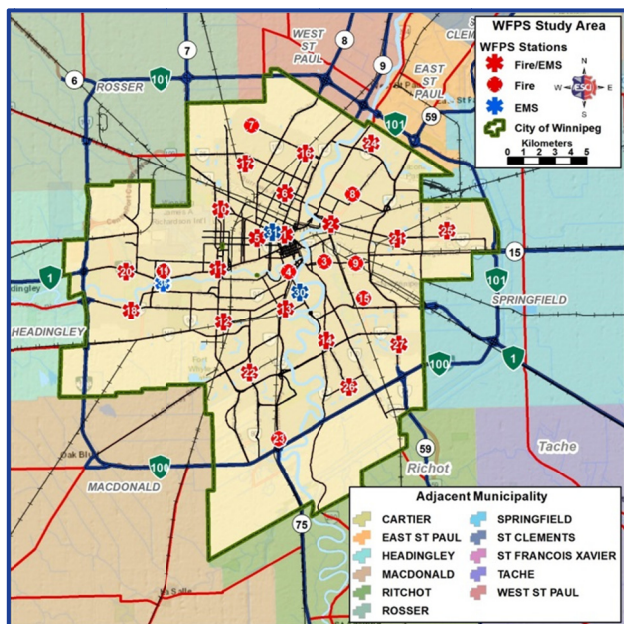
Incident Density Example



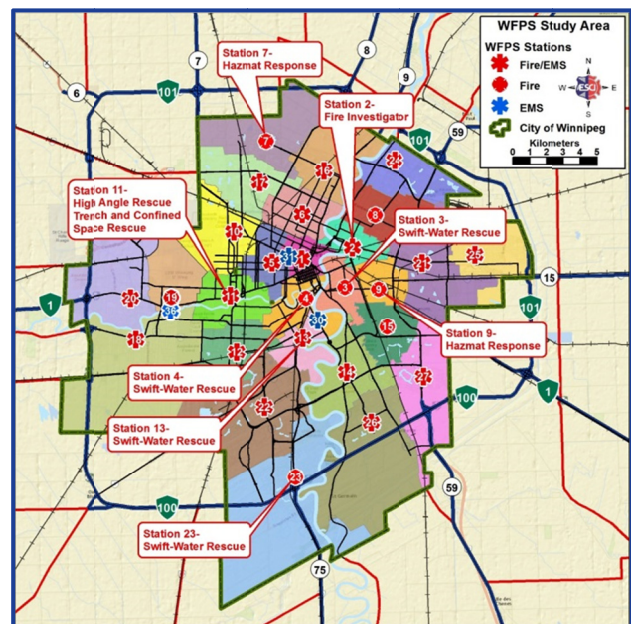
Travel Time Example



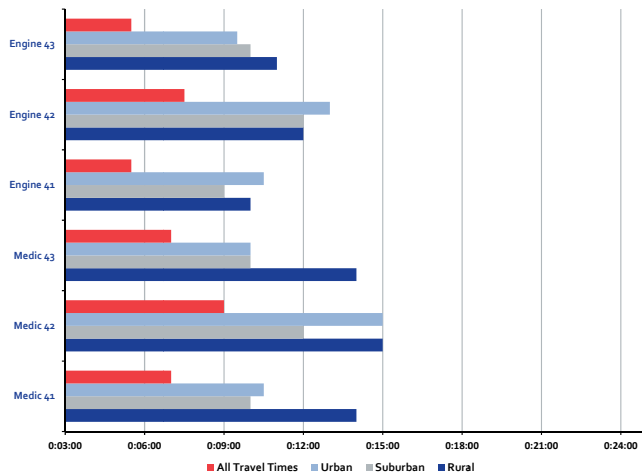
Study Area Example



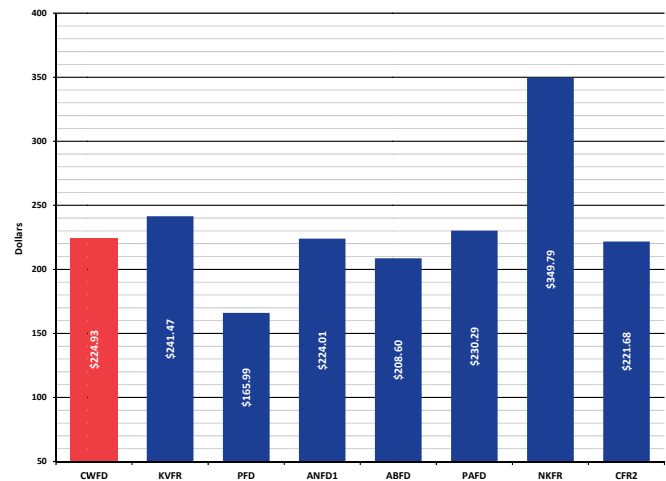
Special Incident Capabilities Example



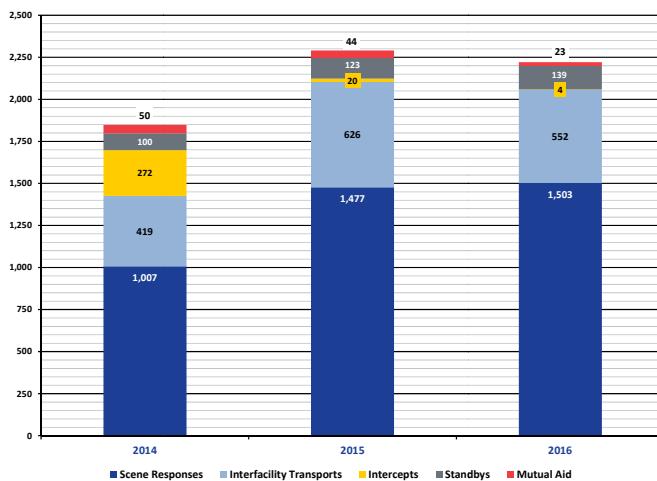
Travel-Time Chart Example



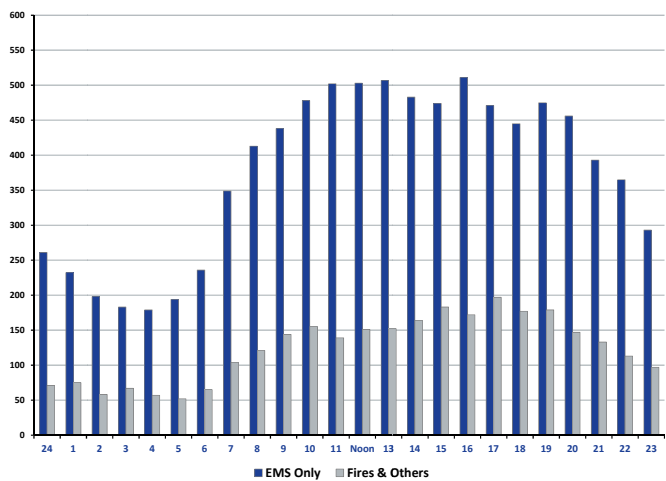
Cost Per-Capita Chart Example



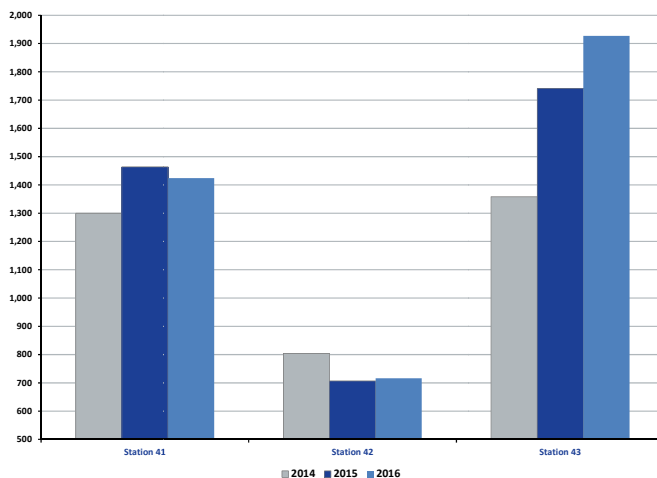
Medic Unit Incident Types Chart Example



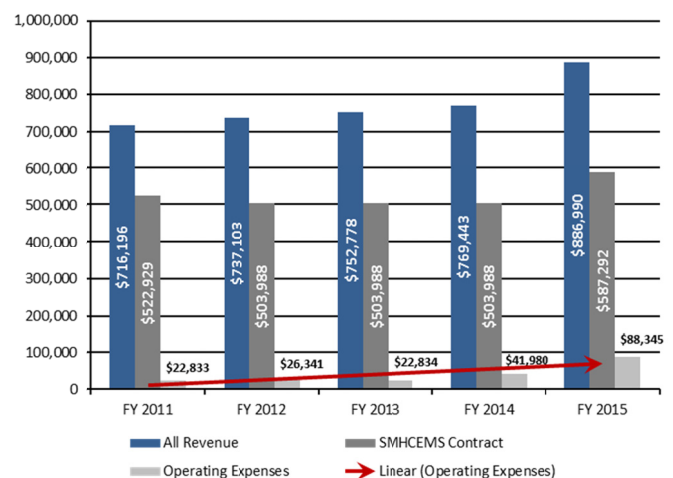
Call Types by Hour-of-Day Example



Service-Demand by Fire Station & Year



Budget Analysis Example



Appendix E: ESCI Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 12/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wilson-Heirgood Associates 2930 Chad Drive PO Box 1421 Eugene OR 97440-1421		CONTACT NAME: Christie Montero PHONE (A/C, No, Ext): 541-284-5855 FAX (A/C, No): 541-342-3786 E-MAIL ADDRESS: cmontero@whainsurance.com PRODUCER CUSTOMER ID #: 22934	
INSURED Emergency Services Consulting International 25200 SW Parkway Avenue #3 Wilsonville OR 97070		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Cc INSURER B: SAIF Corporation INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 36196	

COVERAGES
CERTIFICATE NUMBER: 1104766079

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC		PHSD1110578	1/1/2016	1/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPI/OP AGG	\$1,000,000 \$50,000 \$5,000 \$1,000,000 \$1,000,000 \$1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		PHSD1110578	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per perscn) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$ \$ \$
A	☒ UMERELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE ☒ RETENTION \$10,000		PHUB527573	1/1/2016	1/1/2017	EACH OCCURRENCE AGGREGATE	\$2,000,000 \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	776036	1/1/2016	1/1/2017	☒ WC STATU-TORY LIMITS ☒ OTH-GR E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000
A	Professional Liability		PHSD1110578	1/1/2016	1/1/2017	Each Claim Annual Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Umbrella coverage does not apply to Professional Liability
 Fire Protection and Paramedic Services Strategic Plan

CERTIFICATE HOLDER

City of Yucaipa
 34272 Yucaipa Boulevard
 Yucaipa CA 92399

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2009/09)

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**PUBLIC PROCUREMENT AUTHORITY
CONSULTING SERVICES FOR PUBLIC ORGANIZATIONS
Solicitation Synopsis
Solicitation No. 1715**

Intent

The Public Procurement Authority (PPA) served as Lead Agency to solicit proposals for Consulting Services for Public Organizations. PPA works in cooperation with National Purchasing Partners “NPP” and its Government Division dba NPPGov, dba FireRescue GPO and dba Law Enforcement GPO (collectively hereinafter “NPPGov”), to service the PPA and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of PPA and NPPGov throughout the nation to “piggy-back” off the resulting Master Price Agreement.

Determination for issuing RFP vs. Sealed Bid

PPA has determined that it is advantageous for PPA to procure Consulting Services for Public Organizations using the competitive RFP process rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, prohibits revision of the offers, and uses price as the predominate deciding factor. Such limitations prevent PPA from awarding the most advantageous contract(s) for PPA and its members.

Procedure

PPA issued an RFP (1715) on December 20, 2017.

The RFP was published in the Daily Journal of Commerce on December 20, 2017.

The RFP was published in USA Today on December 27, 2017.

The RFP closed on February 5, 2018.

The RFP was awarded on April 13, 2018.

The RFP was posted to the following web sites: www.nppgov.com, www.ppa-or.gov, and www.findrfp.com

The text of the published notice of solicitation is as follows:

**Public Procurement Authority (PPA)
NOTICE OF SOLICITATION**

PPA intends to enter into a master price agreement for the procurement of the following products and services to PPA members and available to all members of the national cooperative purchasing program NPPGov (www.nppgov.com):

- **Utility Vehicles #1705**
- **Public Safety Radio Communications Equipment #1710**
- **Consulting Services for Public Organizations #1715**
- **Park and Playground Equipment, Surfaces and Amenities #1720**
- **Public Safety Response Simulation Training Equipment #1725**
- **Government Auctions Services #1730**

Responses due 5:00 pm PST February 5, 2018.

For information or a copy of the Request for Proposal contact PPA, Teila Leighton at 855-524-4572, questions@ppa-or.gov or download at www.ppa-or.gov

PPA received Proposals from the following vendor (s):

1. Mission Critical Partners
2. The Clearing
3. Resource Management Associates
4. Emergency Services Consulting, Inc.

A copy of the log for proposals received is attached hereto.

Proposals were evaluated by PPA based on the criteria contained in the RFP and the following successful Proposer were selected:

National:

- Emergency Services Consulting, Inc.
- Mission Critical Partners
- Resource Management Associates
- The Clearing

Evaluation

The evaluation was based on the following criteria as described in the RFP (weighted):

Component Evaluated	Weight
<u>Pricing</u> : Product price analysis and discounts proposed including favorable pricing for cooperative purchasing	25
<u>Product Line (by category)</u> : Breadth, variety, quality of product line and warranties available.	15
<u>Marketing</u> : The Proposer's marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region.	15
<u>Customer Service</u> : Support dedicated to Lead Contracting and Participating Agencies. Ability to conduct e-commerce and meet promised delivery timelines. Additional services offered.	15
<u>Coverage</u> : Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. <i>*Note Exhibit 1 from PPW</i>	15
<u>Proven Experience & References</u> : Proposer's success in providing products and services in a timely manner including Past Performance Information (PPI) review.	10
<u>Conformance</u> : Completeness of proposal and the degree to which the Proposer responds to the terms and all requirements of the RFP requirements and specifications.	5
<u>TOTAL</u>	100

Pricing Structure

Emergency Services Consulting, Inc.: Proposer provided a combination of a percentage discount off and fixed price structure. See Price List Attachment in the resulting Master Price Agreement.

Mission Critical Partners: Proposer provided a fixed price structure. See Price List Attachment in the resulting Master Price Agreement.

Resource Management Associates: Proposer provided a fixed price structure. See Price List Attachment in the resulting Master Price Agreement.

The Clearing: Proposer provided a fixed price structure. See Price List Attachment in the resulting Master Price Agreement.

Additional Information

NPPGov
1100 Olive Way
Suite #1020
Seattle, WA 98101

Bruce Busch, Senior VP and Legal Counsel
bruce.busch@nppgov.com
(206) 494-4556
www.nppgov.com

AFFIDAVIT OF MAILING

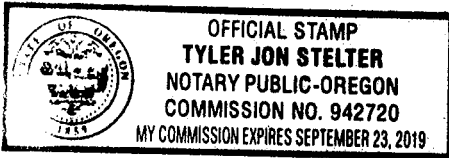
STATE OF Oregon)
) ss.
COUNTY OF Washington)

I, Teila Mullins, being first duly sworn on oath, depose and state that I am a Contract Manager for Public Procurement Authority, a government entity performing public procurement functions. On this 20 day of December 2017, I caused to be deposited in the United States mail at Wilsonville, Washington County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION #1715 for the MASTER AGREEMENT FOR CONSULTING SERVICES FOR PUBLIC ORGANIZATIONS to the following addresses:

Fire ICS Public Safety Consulting Eric Dutton 381 Catterline Way Folsom, CA 95630	Crestward and Group Dan Wilson 2373 Central Park Blvd Suite 100 Denver, CO 80238	MediaTech John White 300 E. Sheridan Centerville, IA 52544
McKinsey & Company, Inc. Angela J. Donahoo 1200 19 th Street NW Suite 1100 Washington, DC 20036	Public Safety Solutions, Inc. 106 Schooner Way Suite 110 Chester, MD 80905	Intergraph Corporation P.O. Box 240000 Huntsville, AL 35813
IXP Corporation Princeton Forrestal Village 103 Main Street Princeton, NJ 08540	L.R. Kimball 1735 Market Street Suite 200 Philadelphia, PA 19103	Mission Critical Partners 690 Grays Woods Blvd. Port Matilda, PA 16870
Hillard Heintze 30 South Wacker Drive Suite 1400 Chicago, IL 60606	Citygate Associates, LLC 2250 East Bidwell Street Suite 100 Folsom, CA 95630	Fitch & Associates 2901 Williamsburg Terrace #G Box 170 Platte City, MO 64079
McGrath Consulting Group, Inc. P.O.Box 190 Wonder Lake, IL 60097	Public Safety Consultants LLC. P.O. Box 1153 Pocasset, MA 02559	Winbourne Consulting, LLC 40 North Central Avenue Suite 1400 Phoenix, AZ 8504
MGT Consulting Group 1420 Marvin Road NE Suite C#342 Olympia, WA 98516	The Novak Consulting Group 26 E. Hollister Street Cincinnati, OH 45219	Management Partners 3152 Red Hill Ave Suite 210 Costa Mesa, CA 92626
ESCI Sheldon Gilbert/Lane Wintermute 25030 SW Parkway Avenue Suite 330 Wilsonville, OR 97070		

Teila Mullins
Teila Mullins

SUBSCRIBED AND SWORN TO before me this 20 day of December, 2017 by
Teila Mullins.



Tyler Jon Stelter
NOTARY PUBLIC in the State of Oregon
Residing at Tigard, OR
My commission expires: 04-23-19

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

Products and Services

Public Procurement Authority (PPA); Bid Location Wilsonville, OR, Clackamas County; Due 01/29/2018 at 05:00 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

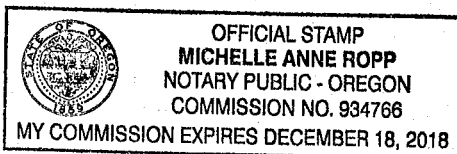
12/20/2017

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 20th DAY OF December, 2017

Nick Bjork

Notary Public-State of Oregon



**PUBLIC PROCUREMENT
AUTHORITY (PPA)
PRODUCTS AND SERVICES**

Responses due 5:00 pm,

February 5, 2018

NOTICE OF SOLICITATION

PPA intends to enter into a master price agreement for the procurement of the following products and services to PPA members and available to all members of the national cooperative purchasing program NPPGov (www.nppgov.com):

- Utility Vehicles #1705
- Public Safety Radio Communications Equipment #1710
- Consulting Services for Public Organizations #1715
- Park and Playground Equipment,

Surfaces and Amenities #1720

- Public Safety Response Simulation Training Equipment #1725
- Government Auctions Services #1730

Responses due 5:00 pm PST February 5, 2018.

For information or a copy of the Request for Proposal contact PPA, Teila Leighton at 855-524-4572, questions@ppa-or.gov or download at www.ppa-or.gov

Published Dec. 20, 2017. 11458622

Teila Leighton
Public Procurement Authority
25030 SW Parkway Ave Ste 330
Wilsonville, OR 97070-9609

Order No.: 11458622
Client Reference No:

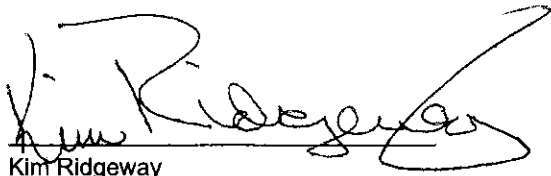
December 28, 2017

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

A public notice was placed by Public Procurement Authority and was published in said newspaper within the Marketplace section of the USA Today daily weekday edition on the following date:

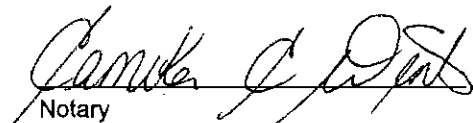
December 27, 2017


Kim Ridgeway

Professionals Department Manager

State of Florida
County of Pinellas

On this 28th day of December, I attest that the attached document is a true, exact, complete, and unaltered
tearsheet.


Notary

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Apr 07, 2018
No. FF 110232

Review

Continued from Page 1D

buried in the parts of Rupert Murdoch's Fox media monolith just sold to Disney Corp. for \$52 billion.

Vanda Krefft tells Fox's tale in her new biography, *The Man Who Made the Movies* (Harper, 755 pp., ★★★★★). A wonderfully cinematic prologue — "Past the half-block-long ochre-and-slate-colored Spanish Baroque facade, under the marquee that blazed nightly with the power of 4,500 bulbs" — reveals how Fox lost everything soon after he hit his pinnacle in 1929.

That's when he purchased control of his competitor, Metro-Goldwyn-Mayer, only to fall prey to the Great Depression, bankruptcy, prison (he served nearly six months for bribing a bankruptcy judge and for perjury) and, later, obscurity. He died in 1952.

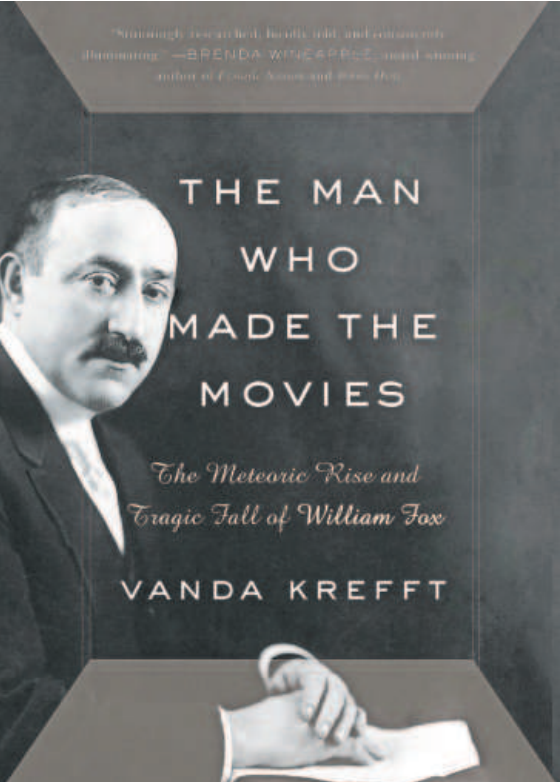
It's a complex life, and the book is practically a primer on New York theater

leasing rates and the cash thievery of the city's corrupt political machine, which helped Fox finance his early movie palaces. Then there's his battle with Thomas Edison's movie monopoly and the eternal inequity of movie-star salaries (\$75 a week for the screen's crowd-pleasing "vamp," Theda Bara, to \$1,000 a week for lesser male stars).

"A fighter and dreamer who relied on clear-eyed vision and an indomitable will, he did more than anyone else to make the movies what they are today," Krefft declares.

Fox was loyal and industrious, visionary and flawed. He hated his father for failing to find or hold a job, and he wound up supporting his entire family. He endured the reflexive anti-Semitism of the era (Edison would bemoan the Jews' "almost supernatural business instincts"), though his films were not tainted by boilerplate racism.

Life, ever unfair, had its way with the fantastic Mr. Fox. Yet Krefft reminds us, in this big, brassy production of a book, of his grand legacy.



William Fox, the son of Hungarian Jews who struggled for their place in the ghettos of Lower Manhattan, went from peddling candies as a child to architect of the Hollywood studio system.

MARKETPLACE TODAY

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NOTICES

PUBLIC NOTICE

Public Procurement Authority (PPA)
NOTICE OF SOLICITATION
PPA intends to enter into a master price agreement for the procurement of the following products and services to PPA members and available to all members of the national cooperative purchasing program NPPGov (www.nppgov.com):

- Utility Vehicles #1705
- Public Safety Radio Communications Equipment #1710
- Consulting Services for Public Organizations #1715
- Park and Playground Equipment, Surfaces and Amenities #1720
- Public Safety Response Simulation Training Equipment #1725
- Government Auction Services #1730

Responses due 5:00 pm PST February 5, 2018.
For information or a copy of the Request for Proposal contact PPA, Teila Leighton at 855-524-4572, questions@ppa-or.gov or download at www.ppa-or.gov

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NOTICES

PUBLIC NOTICE

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Photo has been age progressed
DOB: Aug 17, 2003 **Sex:** Female
Race: White
Missing: Feb 10, 2009 **Hair:** Blonde
Age Now: 14 **Eyes:** Brown
From: Satsuma, FL
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1-800-THE-LOST

PUZZLES

Report puzzle problems to us at feedback@usatoday.com or 1-800-872-7073

CROSSWORD

BY Lynn Lempel

A-OK

ACROSS

1 No. 1 baby girl name, 2014-2016

5 Exam for sophs and jrs.

9 Info on the edge of an LP cover

14 Prepare tuna steak, in a way

15 Paquin of "The Piano"

16 Goofed up

17 Shrub with a tart fruit

18 Final tennis play, often

20 Notices with black borders, perhaps

22 Ball-of-yarn-chasing pet

23 Like a sailor on liberty

25 Workplace for many cantors

29 Deli scale button

30 Smartphone download

32 Paperhanger's calculation

33 Kind of apple or Apple

35 Zola who wrote "J'accuse..."

37 Pulls a fast one on

38 Heap in a hearth

39 Skill rarely seen now

41 Handy homeowner's work, briefly

42 Made with curry, say

44 Weird, in a chilling way

45 One of the three NAFTA signatories

46 Fey who wrote "Bossypants"

47 2013 movie with a voice-only female lead

48 Controversial mineral in bath products

50 Hardly plentiful

52 Giants star for 22 seasons

54 Walk or talk aimlessly

57 "Curl Up and Dye" is a punny name for one

59 Kodachrome image, e.g.

63 Word that can precede the last parts of 18-, 39- and 59-Across and 3- and 26-Down

DOWN

1 "Happy Motoring" gas brand, once

2 Peach ____ (dessert)

3 Cultural Revolution land

4 Franklin who sang "Respect"

5 Cooking spray brand

6 Treacherous sort

7 Opposition's position

8 Diplomat's skill

9 Plains Indian's abode

10 Completer of a tough triathlon

11 Prefix with corn or cycle

12 Sportscaster Berman

13 Summer hrs. in D.C.

19 Web address starter

21 In the worst way

24 San ____ (Riviera city)

26 One brand's items, collectively

27 Sinclair who wrote "Arrowsmith"

28 Class to breeze through

30 Touch up with Photoshop, say

31 Bartlett or Bosc

33 Yawl's pair

34 Jellied dish

36 "OK, got it!"

37 Baserunners' stats

40 Club initiation, e.g.

43 Snowmen's noses, sometimes

47 Source of rope fiber

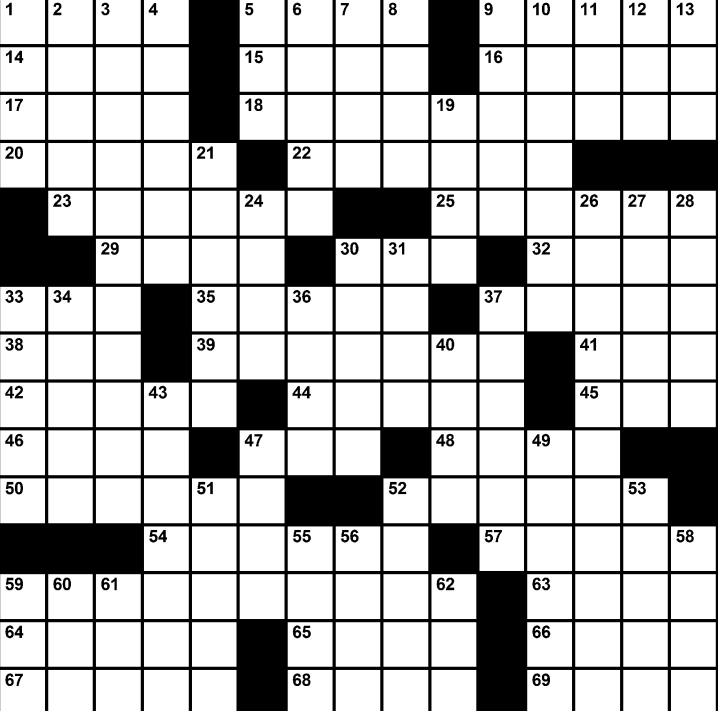
49 Shoe sporting a penny, once

51 Editor's "add this"

52 Group for the smart set

53 Awards for Best Musical

Answers: Call 1-900-988-8300, 99 cents a minute; or, with a credit card, 1-800-320-4280.



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12/27

64 India's Brahmin, e.g.

65 Something ____ (extraordinary)

66 New Ager who sings in Gaelic

67 Earth's outer layer

68 Speaker of the House

69 Take a break

21 In the worst way

24 San ____ (Riviera city)

26 One brand's items, collectively

27 Sinclair who wrote "Arrowsmith"

28 Class to breeze through

30 Touch up with Photoshop, say

31 Bartlett or Bosc

33 Yawl's pair

34 Jellied dish

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52 Group for the smart set

53 Awards for Best Musical

Tuesday's Answer

C	H	E	A	P	A	B	E	T	A	L	P	S
D	O	G	M	A	R	A	V	E	L	O	O	P
S	P	O	I	L	K	N	E	E	O	V	E	R
W	E	D	T	E	N	H	O	A	R	S	E	
A	V	I	A	T	E	S	C	O	T			
G	A	R	D	E	N	P	L	O	T	S	I	M
E	D	G	E	S	O	I	L	R	A	G	I	N
D	E	E	N	A	R	C	A	D	E	G	A	M
L	I	K	E	A	S	E	V	E	R			
E	R	A	S	E	R	A	R	T	E	S	T	
T	E	N	N	I	S	R	A	C	K	E	T	
U	P	D	O	H	A	L	T	A	R	I	A	L
D	E	E	R	I	K	E	A	S	I	N	C	E
E	L	S	E	P	E	C	S	Y	O	K	E	

12/26

CROSSWORDS ON YOUR PHONE

mobilegames.usatoday.com

WORD ROUNDUP

By David L. Hoyt and Jeff Knurek

12/27

Find and Circle:
Back ____
Five water-loving birds
Show with Muppets: "_____"
____ Station
Put in order

Tuesday's answer: RANGER RATHER RIVER RULER REAR / CANADA PANAMA MEXICO ITALY / ACRYLIC ABYSS BUYER / SPOON KNIFE FORK / CARGO

QUICKCROSS

By John Wilmes

12/27

Spreadsheet information

Some might be drones

Resize a photo

Dynamite pocket food?

Air plenum

Bushy hairdo

Honk

Biblical snakes

Tuesday's Answer

R	A	Z	Z
A	R	I	A
P	E	G	G
S	A	S	S

12/26

QUICKCROSS ON YOUR PHONE

mobilegames.usatoday.com

N S E S A M E D O J N Y
C I A R R A N G E A L B
E D N G C F N N C N E D
N N V E F I W I I S A S
T A L O M O L A O O C W
R R D A D E P O R J V A
A G L K P X G H E R O N
L F Y S T R E E T V B Z

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UP & DOWN WORDS

By David L. Hoyt and Russell L. Hoyt

12/27

1. TURNS

2.

3.

4.

5.

6.

7.

NATURE

Clues:

1. Gets attention

2. Goes toward Santa's place

3. Iceland's home

4. It's east of Eastern

5. For the ____ (for now)

6. Making mistakes

7. Person's instinct

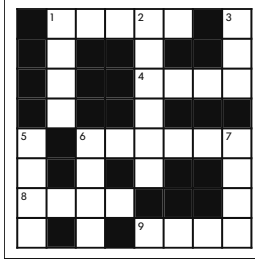
Tuesday's Answer

SWAN / DIVE / IN / THE / STONE / AGE / LIMIT / ONE

PLAY ONLINE

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12/27

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TXTPERT

Across

1. 25225

4. 7673

6. 727835

8. 2583

9. 5233

Down

1. 2833

2. 237473

3. 483

5. 7829

6. 7586

7. 5463

Today's theme

Colors

1 a.o. 2 abc 3 def

4 ghi 5 jkl 6 mno

7 pqrs 8 tuv 9 wxyz

Use the phone keypad to decode the clues.

For example: 2 could be A, B or C... and 5678 could be LOST

Yesterday's solution

4	B	I	E	S	O	N
5	U	T	A	C	K	
6	S	H	E	E	T	K
7	P	L	A	Q	U	E
8	A	T	E	L	M	
9	D	U	E	G	L	U

12/26

DON'T QUOTE ME

Actor Alan Alda talks about the power of laughter.

Rearrange the words to complete the quote.

ANOTHER GENERALLY KILLING LAUGHING PEOPLE WHEN

“ _____ ARE _____, THEY'RE _____ NOT _____ ONE _____ ”

12/27

Tuesday's Answer: "Part of the secret of success in life is to eat what you like and let the food fight it out inside." - Mark Twain



RFP PROPOSAL RECEIPT LOG

Solicitation # 1715
Due Date 2/5/18
Time 5:00 PM PST

Public Procurement Authority (PPA) has received the following responses to the solicitation listed above.

Name Mission Critical Partners Date & Time 2/5/18 @ 7:19 am
Shipping Carrier UPS Notes Teila

Name The Clearing Date & Time 2/5/18 @ 7:38
Shipping Carrier FedEx Notes Teila

Name Resource Management Assoc. Date & Time 2/5/18 @ 8:53 am
Shipping Carrier UPS Notes Kim Brown

Name ESCI Date & Time 2/5/18 @ 11:13 am
Shipping Carrier hand delivered Notes to Teila
by Andrea Hobi

Name / Date & Time /
Shipping Carrier / Notes /

Name / Date & Time /
Shipping Carrier / Notes /

I hereby certify that the above proposals were received prior to the due date and time listed:

Signed Teila Leighton
Printed Teila Mullins
Date 2/5/18

Witnessed by Anne Razo
Printed Anne Razo
Date 2/5/18

Note: PPA Staff will initial each entry and note the last response received, lining out the remaining spaces.

RESOLUTION NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVE AN AGREEMENT WITH EMERGENCY SERVICES CONSULTING INTERNATIONAL IN THE AMOUNT OF THIRTY-EIGHT THOUSAND, FIVE HUNDRED DOLLARS (\$38,500.00) TO CONDUCT A FIRE DEPARTMENT COMMUNITY RISK ANALYSIS STANDARDS OF COVER STUDY.

WHEREAS, in late 2017, members from the fire department began the process of accreditation through the Center for Public Safety Excellence (CPSE); and,

WHEREAS, accreditation is a comprehensive self-assessment and quality improvement model that will allow the department to analyze past, present, and future service levels and internal performance factors and compare them to current research and fire service industry best practices; and,

WHEREAS, the purpose of this process is to develop a more efficient and effective emergency service organization; and,

WHEREAS, accreditation is a three step process including a Community Driven Strategic Plan, a Community Risk Analysis (CRA/SOC) and a Department Self-Assessment; and,

WHEREAS, the CRA/SOC study is both labor intensive as well as technology and data driven and we believe bringing on an expert with an outside perspective would be of great benefit to the City; the fire department rarely uses outside consultants, however we feel this may be a wise exception to the rule.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves a resolution entering into an agreement with Emergency Services Consulting International in the amount of thirty-eight thousand, five hundred dollars (\$38,500.00) to conduct a fire department community risk analysis standards of cover study.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of August, 2019, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk