

RESOLUTION NO. 2021-125
RESOLUTION NO. 2021-05 (NPC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING
AMENDMENT NO. 3 TO AN AMENDED MANAGEMENT AGREEMENT BETWEEN THE
CITY OF MARINA, CITY OF MARINA ABRAMS B NON-PROFIT CORPORATION AND
GREYSTAR CALIFORNIA, INC. FOR ABRAMS B HOUSING AREA, AUTHORIZING
CITY MANAGER TO EXECUTE THE AMENDMENT NO. 3 TO THE AMENDED
MANAGEMENT AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL
REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, at a regular meeting of October 16, 2007, the City Council adopted Resolution No. 2007-249 and the Non-Profit Corporation Board adopted Resolution No. 2007-01 (NPC) approving the Management Agreement with Alliance Residential LLC (which became Alliance Communities Inc. in May 2009) for management of the Abrams housing area. The term of the Agreement was for three (3) years, from January 1, 2008 to December 31, 2011. Said agreement received eleven one-year extensions, expiring finally on December 31, 2018; and,

WHEREAS, at a regular meeting of December 4, 2018, the City Council adopted Resolution No. 2018-143 and the Abrams B Non-Profit Corporation Board adopted Resolution No. 2018-08 (NPC) which approved an Amended Management Agreement. The Amended Management Agreement made changes that were cleanup or clarification in nature and did not change the Scope of Services or compensation to the management. This Amended Management Agreement established the term of the Agreement from January 1, 2019 to December 31, 2019; and,

WHEREAS, the Amended Management Agreement was extended to December 31, 2020 through Amendment No. 1; and,

WHEREAS, the Amended Management Agreement was extended to December 31, 2021 through Amendment No. 2; and,

WHEREAS, the current Abrams B Management Agreement will terminate on December 31, 2021. As proposed, Amendment No. 3 to the Amended Management Agreement would extend the term of the Management Agreement from January 1, 2022 to December 31, 2022 (“**EXHIBIT A**”); and,

WHEREAS, pursuant to the Assignment Agreement, the Management Agreement may not be terminated without the prior written consent of the Federal National Mortgage Association (“Fannie Mae”); and,

WHEREAS, Amendment No. 3 to the Amended Management Agreement does not change the compensation to Greystar under the Management Agreement and rental revenue would continue to be collected on and after January 1, 2022 until December 31, 2022.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina does hereby:

1. Approve Amendment No. 3 to the Amended Management Agreement between the City of Marina, the City of Marina Abrams B Non-Profit Corporation and Alliance Communities Inc. for Abrams B Housing Area (Exhibit A) extending the term of the Management Agreement from January 1, 2022 to December 31, 2022; and,
2. Authorize the City Manager to execute Amendment No. 3 to the Amended Management Agreement for Abrams B on behalf of the City, subject to final review and approval by the City Attorney.

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Resolution No. 2021-05 (NPC)
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PASSED AND ADOPTED by the City Council at a regular meeting duly held on the 7th day of December 2021, by the following vote:

AYES, COUNCIL MEMBERS: Medina Dirksen, Burnett, Berkley, Biala, Delgado

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**AMENDMENT NO. 3 TO THE
AMENDED MANAGEMENT AGREEMENT
FOR
ABRAMS PARK**

THIS AMENDMENT NO. 3 TO THE AMENDED MANAGEMENT AGREEMENT ("Agreement") is made and entered into on January __, 2022, by and between the City of Marina, a California municipality, and Abrams B Non-Profit Corporation, a California nonprofit public benefit corporation, collectively referred to as "Owner," and Greystar California, Inc., a Delaware corporation, (hereinafter referred to as "Operator"), as assignee of Alliance Communities II, LLC, a Delaware limited liability company formerly known as Alliance Communities, Inc. (formerly a Delaware corporation)," as follows:

RECITALS

1. On October 16, 2007, Owner and Operator's predecessor in interest entered into a Management Agreement for day-to-day property management services of the Abrams Park multifamily residential apartment project; and
2. On dates subsequent to October 16, 2007, Owner and Operator's predecessor(s) entered into various Amendments of the Agreement, of which the most recent was the Thirteenth and which was dated January 1 2021; and
3. Owner and Operator, as the Owner's managing agent wish to extend the services contained in the Agreement; and
4. Only the numbered paragraphs of the Agreement which are being amended are set forth in this Amendment. No. 3. All references in this Amendment No. 3 to a separate instrument or agreement shall include such instrument or agreement as the same may have been amended or supplemented from time to time pursuant to the applicable provisions thereof. Capitalized terms used but not defined in this Amendment No. 3 shall have the meanings given to them in the Agreement.

Terms & Conditions

The above recitals are true, correct and incorporated herein by this reference.

Now, therefore, the parties agree to enter into this Amendment No. 3, and to amend the Agreement effective as of the date first written above as follows:

1. Section 2.1 of the Agreement is hereby amended and restated to read in its entirety as follows:

"2.1 TERM. The term of this Agreement shall commence on January 1, 2022, unless an earlier date is agreed to by City, the current operator and Operator, and shall continue to and include December 31, 2022 unless terminated as provided herein or extended in writing by mutual agreement thereto."

2. Exhibit B, Management Structure, attached herein, is amended and restated to reflect Greystar California, Inc. management structure.
3. Integration. This Amendment No. 3 and the Agreement represent the entire agreement concerning this subject matter and supersedes prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment No. 3 and the Agreement merge into this Amendment No. 3 and the Agreement.
4. Counterparts. This Amendment No. 3 may be executed in any number of counterparts and all of counterparts taken together shall be deemed to constitute one and the same instrument.
5. Authority. Each individual executing this Amendment No. 3 represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 3 and that this Amendment No. 3 is binding in accordance with its terms.

Except as provided above, the Agreement is in all other respects in full force and effect.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 on the date and year first written above.

OWNER:

CITY OF MARINA

By: _____

Name: Layne Long

Title: City Manager

Date: _____

CITY OF MARINA ABRAMS B NON-PROFIT CORPORATION

By: _____

Name: Layne Long

Title: Executive Officer

Date: _____

Approved pursuant to City Council Resolution No. 2021-_____ and Abrams B Non-Profit Corporation Resolution No. 2021-_____

Attest:

By: _____

City Clerk

Approved as to Form

By: _____

City Attorney

OPERATOR:

GREYSTAR CALIFORNIA, INC.,
a Delaware corporation

By: _____

Name: Gerard Stephen Donohue, Jr.

Title: Vice President
Designated Broker – Officer
DRE License # 12655072

Date: _____

EXHIBIT “B”

Abrams Park Management Agreement

GREYSTAR CALIFORNIA, INC.

MANAGEMENT STRUCTURE

The Senior Management Team for Preston Park and Abrams Park:

**Regional Property Manager
Regional Maintenance Manager
Manager of Performance and Strategy
Regional Marketing Manager
Director of Real Estate**

Regional Property Manager, has an office at Schoonover Park. She will be at the communities at least two days a week and will have the capacity to spend additional time as needed. She will be responsible for all compliance training related to the approved below market rate rental program.

Regional Maintenance Manager, will perform monthly site inspections in addition to overseeing any capital projects that require completion. He will spend no less than two days per month at the community and possibly more depending on the capital project requirements.

Manager of Performance & Strategy and Regional Marketing Manager, will spend no less than one day each month at the site providing leasing and customer service training and marketing resources. They are also available on an as needed basis for one-on-one training.

Director of Real Estate, will be at the site no less than once per month.

The team above is available to meet with the Owner as needed. Owner is to provide operator with an annual calendar of expected meetings during transition period.

RESOLUTION NO. 2021-126
RESOLUTION NO. 2021-07 (PPSC-NPC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AND THE BOARD OF DIRECTORS OF THE PRESTON PARK SUSTAINABLE COMMUNITY NON-PROFIT CORPORATION APPROVING AMENDMENT NO. 3 TO THE AMENDED MANAGEMENT AGREEMENT BETWEEN THE CITY OF MARINA AND GREYSTAR CALIFORNIA, INC. FOR PRESTON PARK AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 3 TO THE AMENDED MANAGEMENT AGREEMENT SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, the City of Marina purchased Preston Park from the Fort Ord Reuse Authority in September 2015 and approved a Management Agreement between the City of Marina and Alliance Communities Inc., for the Preston Park Housing Area. This Agreement was amended twice and extended through December 31, 2018; and,

WHEREAS, at a regular meeting of December 4, 2018, the City Council adopted Resolution No. 2018-144 and the Preston Park Sustainable Community Non-Profit Corporation Board adopted Resolution No. 2018-08 (NPC) which approved an Amended Management Agreement. The Amended Management Agreement made changes that were cleanup or clarification in nature and did not change the Scope of Services or compensation to the management. This Amended Management Agreement established the term of the Agreement from January 1, 2019 to December 31, 2019; and,

WHEREAS, the Amended Management Agreement was extended to December 31, 2020 through Amendment No. 1; and,

WHEREAS, the Amended Management Agreement was extended to December 31, 2021 through Amendment No. 2; and,

WHEREAS, the current agreement will expire on December 31, 2021. As proposed, Amendment No. 3 to the Amended Management Agreement would extend the term of the Management Agreement from January 1, 2022 to December 31, 2022 (“**EXHIBIT B**”); and,

WHEREAS, pursuant to the Assignment Agreement, the Management Agreement may not be terminated without the prior written consent of the Federal National Mortgage Association (“Fannie Mae”); and,

WHEREAS, Amendment No. 3 to the Amended Management Agreement does not change the compensation to Greystar under the Management Agreement and rental revenue would continue to be collected on and after January 1, 2022 until December 31, 2022.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina does hereby:

1. Approve Amendment No. 3 to the Amended Management Agreement between the City of Marina, the City of Marina Preston Park Sustainable Community Non-Profit Corporation Board for Preston Park Housing Area (Exhibit B) extending the term of the Management Agreement from January 1, 2022 to December 31, 2022; and,
2. Authorize the City Manager to execute Amendment No. 3 to the Amended Management Agreement for Preston Park Sustainable Community Non-Profit Corporation Board on behalf of the City, subject to final review and approval by the City Attorney.

Resolution No. 2021-126
Resolution No. 2021-07 (PPSC-NPC)
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PASSED AND ADOPTED by the City Council at a regular meeting duly held on the 7th day of December 2021, by the following vote:

AYES, COUNCIL MEMBERS: Medina Dirksen, Burnett, Berkley, Biala, Delgado
NOES, COUNCIL MEMBERS: None
ABSENT, COUNCIL MEMBERS: None
ABSTAIN, COUNCIL MEMBERS: None

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

**AMENDMENT NO. 3 TO THE
AMENDED MANAGEMENT AGREEMENT
FOR
PRESTON PARK**

THIS AMENDMENT NO. 3 TO THE AMENDED MANAGEMENT AGREEMENT ("Agreement") is made and entered into on January __, 2022, by and between the City of Marina, a California municipality, and Preston Park Sustainable Nonprofit Corporation, a California nonprofit public benefit corporation, collectively referred to as "Owner," and Greystar California, Inc., a Delaware corporation (hereinafter referred to as "Operator"), as assignee of Alliance Communities II, LLC, a Delaware limited liability company formerly known as Alliance Communities, Inc. (formerly a Delaware corporation) as follows:

RECITALS

1. On October 16, 2007, Owner and Operator's predecessor in interest entered into a Management Agreement for day-to-day property management services of the Preston Park multifamily residential apartment project; and
2. On dates subsequent to October 16, 2007, Owner and Operator's predecessor(s) entered into various Amendments of the Agreement, of which the most recent was the Thirteenth and which was dated January __, 2021; and
3. Owner and Operator, as the Owner's managing agent, wish to extend the services contained in the Agreement; and
4. Only the numbered paragraphs of the Agreement which are being amended are set forth in this Amendment No. 3. All references in this Amendment No. 3 to a separate instrument or agreement shall include such instrument or agreement as the same may have been amended or supplemented from time to time pursuant to the applicable provisions thereof. Capitalized terms used but not defined in this t Amendment No. 3 shall have the meanings given to them in the Agreement.

Terms & Conditions

The above recitals are true, correct and incorporated herein by this reference.

Now, therefore, the parties agree to enter into this Amendment No. 3, and to amend the Agreement effective as of the date first written above as follows:

1. Section 2.1 of the Agreement is hereby amended and restated to read in its entirety as follows:

"2.1 TERM. The term of this Agreement shall commence on January 1, 2021, unless an earlier date is agreed to by City, the current operator and Operator, and shall continue to and include December 31, 2022 unless terminated as provided herein or extended in writing by mutual agreement thereto."

2. Exhibit B, Management Structure, attached herein, is amended and restated to reflect Greystar California, Inc. management structure.

3. Integration. This Amendment No. 3 and the Agreement represent the entire agreement concerning this subject matter and supersedes prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment No. 3 and the Agreement merge into this Amendment No. 3 and the Agreement.

4. Counterparts. This Amendment No. 3 may be executed in any number of counterparts and all of counterparts taken together shall be deemed to constitute one and the same instrument.

5. Authority. Each individual executing this Amendment No. 3 represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 3 and that this Amendment No. 3 is binding in accordance with its terms.

Except as provided above, the Agreement is in all other respects in full force and effect.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 on the date and year first written above.

OWNER:

CITY OF MARINA

By: _____

Name: Layne Long

Title: City Manager

Date: _____

PRESTON PARK SUSTAINABLE COMMUNITY NONPROFIT CORPORATION

By: _____

Name: Layne Long

Title: Executive Officer

Date: _____

Approved pursuant to City Council Resolution No. 2021-_____ and Preston Park Sustainable Nonprofit Corporation Resolution No. 2021-_____

Attest:

By: _____

City Clerk

Approved as to Form

By: _____

City Attorney

OPERATOR:

GREYSTAR CALIFORNIA, INC.,
a Delaware corporation

By: _____

Name: Gerard Stephen Donohue, Jr.

Title: Vice President
Designated Broker – Officer
DRE License # 12655072

Date: _____

EXHIBIT “B”

Preston Park Management Agreement

GREYSTAR CALIFORNIA, INC.

MANAGEMENT STRUCTURE

The Senior Management Team for Preston Park and Abrams Park:

**Regional Property Manager
Regional Maintenance Manager
Manager of Performance & Strategy
Regional Marketing Manager
Director of Real Estate**

Regional Property Manager, has an office at Schoonover Park. She will be at the communities at least two days a week and will have the capacity to spend additional time as needed. She will be responsible for all compliance training related to the approved below market rate rental program.

Regional Maintenance Manager, will perform monthly site inspections in addition to overseeing any capital projects that require completion. He will spend no less than two days per month at the community and possibly more depending on the capital project requirements.

Manager of Performance & Strategy and Regional Marketing Manager, will spend no less than one day each month at the site providing leasing and customer service training and marketing resources. They are also available on an as needed basis for one-on-one training.

Director of Real Estate, will be at the site no less than once per month.

The team above is available to meet with the Owner as needed. Owner is to provide operator with an annual calendar of expected meetings during transition period.

November 30, 2021

Item No. **8g(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 7, 2021

Honorable Chair and Members
of the Abrams B and Preston Park

Abrams B NPC Meeting
of December 7, 2021

Sustainable Community Non-Profit Corporation Boards

Preston Park Sustainable
Community NPC Meeting
of December 7, 2021

CITY COUNCIL, BOARD OF ABRAMS B NON-PROFIT, AND BOARD OF PRESTON PARK SUSTAINABLE COMMUNITY NON-PROFIT CONSIDER ADOPTING RESOLUTION NO. 2021- AND RESOLUTION NO. 2021- (NPC), APPROVING AMENDMENT NO. 3 TO AN AMENDED MANAGEMENT AGREEMENT BETWEEN CITY OF MARINA, CITY OF MARINA ABRAMS B NON-PROFIT CORPORATION, AND GREYSTAR CALIFORNIA, INC. FOR ABRAMS B HOUSING AREA; AND RESOLUTION NO. 2021- AND RESOLUTION NO. 2021- (PPSC-NPC) APPROVING AMENDMENT NO. 3 TO AN AMENDED MANAGEMENT AGREEMENT BETWEEN CITY OF MARINA, CITY OF MARINA PRESTON PARK SUSTAINABLE COMMUNITY NON-PROFIT, AND GREYSTAR CALIFORNIA, INC. FOR PRESTON PARK HOUSING AREA AUTHORIZING CITY MANAGER /EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 3 TO THE AMENDED MANAGEMENT AGREEMENTS ON BEHALF OF THE CITY AND THE NON-PROFIT CORPORATIONS SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY/NON-PROFIT CORPORATION LEGAL COUNSEL

REQUEST:

It is requested that the City Council, Board of Directors Abrams B Non-Profit Corporation, and Board of Directors Preston Park Sustainable Community Non-Profit Corporation consider:

- (1) Adopting Resolution No. 2021- and Resolution No. 2021- (NPC), approving Amendment No. 3 to the Amended Management Agreement Between City of Marina, City of Marina Abrams B Non-Profit Corporation, and Greystar California, Inc. for Abrams B Housing Area, and
- (2) Authorizing City Manager/Executive Director to execute Amendment No. 3 to the Amended Management Agreement on Behalf of the City and the Non-Profit Corporation subject to final review and approval by the City Attorney/Non-Profit Corporation Legal Counsel.
- (3) Adopting Resolution No. 2021- and Resolution No. 2021- (PPSC-NPC), approving Amendment No. 3 to the Amended Management Agreement Between City of Marina, City of Marina Preston Park Sustainable Community Non-Profit Corporation, and Greystar California, Inc. for Preston Park Housing Area, and
- (4) Authorizing City Manager/Executive Director to execute Amendment No. 3 to the Amended Management Agreement on Behalf of the City and the Non-Profit Corporation subject to final review and approval by the City Attorney/Non-Profit Corporation Legal Counsel.

BACKGROUND:

The City is the owner of the Abrams B housing area and the Abrams B Non-Profit Corporation is the lessee of the property. In 2006, in connection with financing arrangement for Abrams B housing, the Non-Profit Corporation was required by the Federal National Mortgage Association (“Fannie Mae”), acting as the credit enhancer for the financing arrangement, to enter into a conditional assignment of the Management Agreement whereby in the event of a default in the financing arrangement the Management Agreement would be assigned to Fannie Mae. Any termination and all subsequent amendments to the Management Agreement are subject to the prior written approval of Fannie Mae. Fannie Mae approved the Management Agreement with Alliance Communities, Inc., and all amendments to date to the Management Agreement.

At a regular meeting of October 16, 2007, the City Council adopted Resolution No. 2007-249 and the Non-Profit Corporation Board adopted Resolution No. 2007-01 (NPC) approving the Management Agreement with Alliance Residential LLC (which became Alliance Communities Inc. in May 2009) for management of the Abrams housing area. The term of the Agreement was for three (3) years, from January 1, 2008 to December 31, 2011. Subsequently, said agreement received 11 one-year extensions, expiring finally on December 31, 2018.

At a regular meeting of December 4, 2018, the City Council adopted Resolution No. 2018-143 and the Abrams B Non-Profit Corporation Board adopted Resolution No. 2018-08 (NPC) which approved an Amended Management Agreement. The Amended Management Agreement made changes that were cleanup or clarification in nature and did not change the Scope of Services or compensation to the management. This Amended Management Agreement established the term of the Agreement from January 1, 2019 to December 31, 2019.

The Amended Management Agreement was extended one year through Amendment No. 1 to December 31, 2020, and one year through Amendment No. 2 to December 31, 2021. As proposed, Amendment No. 3 to the Amended Management Agreement would extend the term of the Management Agreement from January 1, 2022 to December 31, 2022 (“**EXHIBIT A**”).

Additionally, the City of Marina purchased Preston Park from the Fort Ord Reuse Authority in September 2015 and approved a Management Agreement between the City of Marina and Alliance Communities Inc., for the Preston Park Housing Area. This Agreement was Amended twice and extended through December 31, 2018.

At a regular meeting of December 4, 2018, the City Council adopted Resolution No. 2018-144 and the Preston Park Sustainable Community Non-Profit Corporation Board adopted Resolution No. 2018-08 (NPC) which approved an Amended Management Agreement. The Amended Management Agreement made changes that were cleanup or clarification in nature and did not change the Scope of Services or compensation to the management. This Amended Management Agreement established the term of the Agreement from January 1, 2019 to December 31, 2019.

The Amended Management Agreement was extended one year through Amendment No. 1 to December 31, 2019 and one year through Amendment No. 2 to December 31, 2021. As proposed, Amendment No. 3 to the Amended Management Agreement would extend the term of the Management Agreement from January 1, 2022 to December 31, 2022 (“**EXHIBIT B**”).

ANALYSIS:

The proposed Amendment No. 3 to the Amended Management Agreements found in **EXHIBIT A** and **EXHIBIT B** extend the terms of the Agreements from January 1, 2022 to December 31, 2022.

Historically, the City Council has requested that a review of Greystar's performance be conducted prior to consideration of an extension of their agreement for the next year. The following performance measurements continue to be monitored and reviewed with the Preston and Abrams Parks and Tenant's Association representatives and Greystar during the budget process and throughout the year. The measures include.

- Revenue vs. expenses vs. budget performance
- Maintenance of the property
- Relationship/communication with residents
- Community appearance
- Capital improvement project status
- Resident complaints
- Responses to service requests
- Suggestions from tenant's association

Staff is recommending that the agreement with Greystar be extended for another year, through December 31, 2021.

As an additional consideration, Alliance has managed Preston and Abrams Parks since 2007 and Alliance was purchased by Greystar California on June 1, 2020, and the City did not have the ability to approve or deny the change in the property management provider. It's been fourteen years since the City last issued a Request for Proposal (RFP) for property management services of Abrams and Preston Park, and since there is a new property management company, the City may want to consider preparing and issuing a new RFP for management services. This process would take at least a year so adequate planning and staff time will be necessary to consider.

FISCAL IMPACT:

Should the City Council, Abrams B Non-Profit Corporation Board, and Preston Park Sustainable Community Non-Profit Corporation Board approve the request, the Amendment No. 3 to the Amended Management Agreements do not change the compensation to Greystar and rental revenue would continue to be collected on and after January 1, 2022 until December 31, 2022.

CONCLUSION:

This request is submitted for City Council and Non-Profit Corporation Boards consideration and possible action.

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina