



AGENDA

Tuesday October 18, 2022

5:00 P.M. Closed Session

6:30 P.M. Open Session

REGULAR MEETING

**CITY COUNCIL, AIRPORT COMMISSION,
MARINA ABRAMS B NON-PROFIT CORPORATION, PRESTON PARK SUSTAINABLE
COMMUNITY NON-PROFIT CORPORATION, SUCCESSOR AGENCY OF THE FORMER
MARINA REDEVELOPMENT AGENCY AND MARINA GROUNDWATER
SUSTAINABILITY AGENCY**

Council Chambers
211 Hillcrest Avenue
Marina, California

Zoom Meeting URL: <https://zoom.us/j/730251556>

Zoom Meeting Telephone Only Participation: 1-669-900-9128 - Webinar ID: 730 251 556

In accordance with California Government Code §54953(e)(1)(A) and (C) and the Proclamation of a State of Emergency issued by Governor Newsom on March 4, 2020, under the provisions of Government Code §8625 related to the COVID-19 (coronavirus) pandemic, consistent with recommendations by State and local health officials regarding social distancing and in order to prevent an imminent risk to the health and safety of attendees as determined in Resolution 2022-110, public participation in City of Marina City Council public meetings shall be electronic only and without a physical location for public participation until the earlier of May 31, 2022, or such time as the City Council may adopt a resolution in accordance with Government Code §54953(e)(3). This meeting is being broadcast “live” on Access Media Productions (AMP) Community Television Cable 25 and on the City of Marina Channel and on the internet at <https://accessmediaproductions.org/>

PARTICIPATION

You may participate in the City Council meeting in real-time by calling Zoom Meeting via the weblink and phone number provided at the top of this agenda. Instructions on how to access, view and participate in remote meetings are provided by visiting the City’s home page at <https://cityofmarina.org/>. Attendees can make oral comments during the meeting by using the “Raise Your Hand” feature in the webinar or by pressing *9 on your telephone keypad if joining by phone only. If you are unable to participate in real-time, you may email to marina@cityofmarina.org with the subject line “Public Comment Item#___” (insert the item number relevant to your comment) or “Public Comment – Non Agenda Item.” Comments will be reviewed and distributed before the meeting if received by 5:00 p.m. on the day of the meeting. All comments received will become part of the record. Council will have the option to modify their action on items based on comments received.

AGENDA MATERIALS

Agenda materials, staff reports and background information related to regular agenda items are available on the City of Marina’s website www.cityofmarina.org. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet will be made available on the City of Marina website www.cityofmarina.org subject to City staff’s ability to post the documents before the meeting

VISION STATEMENT

Marina will grow and mature from a small town bedroom community to a small city which is diversified, vibrant and through positive relationships with regional agencies, self-sufficient. The City will develop in a way that insulates it from the negative impacts of urban sprawl to become a desirable residential and business community in a natural setting. **(Resolution No. 2006-112 - May 2, 2006)**

MISSION STATEMENT

The City Council will provide the leadership in protecting Marina's natural setting while developing the City in a way that provides a balance of housing, jobs and business opportunities that will result in a community characterized by a desirable quality of life, including recreation and cultural opportunities, a safe environment and an economic viability that supports a high level of municipal services and infrastructure. **(Resolution No. 2006-112 - May 2, 2006)**

1. CALL TO ORDER



2. ROLL CALL & ESTABLISHMENT OF QUORUM: (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency)

Cristina Medina Dirksen, David Burnett, Lisa Berkley, Mayor Pro-Tem/Vice Chair Kathy Biala, Mayor/Chair Bruce C. Delgado

3. CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milias-Brown Act representative.*

- a. Conference with Labor Negotiators (§54957.6)
 - i. Marina Employee Association
 - ii. Marina Professional Fire Fighters Association
 - iii. Marina Public Safety Managers Association
 - iv. Marina Middle Manager Association
 - v. Directors
 - i. Community Development Director
 - ii. Finance Director
 - iii. Fire Chief
 - iv. Police Chief
 - v. Public Works Director
 - vi. Recreation & Cultural Services Director
 - vii. Assistant City Manager

City Negotiators: Layne P. Long, City Manager and Employee Relations Officer

6:30 PM - RECONVENE OPEN SESSION AND REPORT ON ANY ACTIONS TAKEN IN CLOSED SESSION

4. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)

5. SPECIAL PRESENTATIONS:

- a. Save Our Whales Activities Presentation

6. SPECIAL ANNOUNCEMENTS AND COMMUNICATIONS FROM THE FLOOR: Any member of the Public or the City Council may make an announcement of special events or meetings of interest as information to Council and Public. Any member of the public may comment on any matter within the City Council's jurisdiction which is not on the agenda. Please state your name for the record. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. City Council members or City staff may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of four (4) minutes. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the City Council.

7. CONSENT AGENDA FOR THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: Background information has been provided to the Successor Agency of the former Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda for Successor Agency to the former Marina Redevelopment Agency and placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.

8. CONSENT AGENDA: Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and placed at the end of Other Action Items.
 - a. ACCOUNTS PAYABLE:
 - (1) Accounts Payable Check Numbers 100916-101008, totaling \$887,906.59
Successor Agency Accounts Payable Check 95-98, totaling \$54,456.24

 - b. MINUTES: None

 - c. CLAIMS AGAINST THE CITY:
 - (1) City Council Rejection of Claim - staff recommends that the City Council reject the following claim and direct sending appropriate notice of rejection to claimant: Alison Bautista for a claim received on October 10, 2022.

 - d. AWARD OF BID: None

 - e. CALL FOR BIDS: None

 - f. ADOPTION OF RESOLUTIONS:
 - (1) City Council consider adopting Resolution No. 2022-, regarding the Ralph M. Brown Act (California Government Code §§54950-54963, making certain findings; and authorizing the city to continue to implement remote teleconferenced public meetings of the City Council and its constituent bodies for the period October 21, 2022, through November 20, 2022.

- (2) City Council consider adopting Resolution No. 2022-, approving the salary range adjustment for Senior Building Inspector and authorize Finance Director to make appropriate budgetary amendments.

g. APPROVAL OF AGREEMENTS:

- (1) City Council consider adopting Resolution No. 2022-, authorizing staff to work with Bird, Inc. to implement the deployment and authorize the City Manager to execute a Shared Mobility Agreement, an encroachment permit with a fee agreement, and amendments necessary to implement a Shared Mobility Device Services program in Marina.
- (2) City Council consider adopting Resolution No. 2022-, approving an amendment to the agreement between The City of Marina and Formation Environmental, LLC. to provide engineering services for the groundwater sustainability planning; and allocating and appropriating \$38,000.00 from the General Fund; and authorizing the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney; and authorizing the Finance Director to make the necessary accounting and budgetary entries.
- (3) City Council consider adopting Resolution No. 2022-, approving Amendment No. 6 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program; and authorizing the Finance Director to make necessary accounting and budgetary entries, and; authorizing the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.
- (4) City Council consider adopting Resolution No. 2022-, approving a credit of surplus solid waste collection fees back to rate payers that paid for service in rate period 5 and rate period 6.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE): None

k. FUNDING & BUDGET MATTERS:

l. APPROVE ORDINANCES (WAIVE SECOND READING):

m. APPROVE APPOINTMENTS: None

9. PUBLIC HEARINGS:

- a. City Council open a public hearing, take testimony from the public and read by title only and approve first reading of Ordinance No. 2022-, amending Marina Municipal Code, Title 5 to modify Section 5.32.090 to allow the assignment of a second cardroom permit in the Marina Municipal Code. ***Continued from September 7, 2022, and October 6, 2022. CONTINUED TO DECEMBER 6, 2022***

10. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

11. **OTHER ACTION ITEMS:** *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

Note: No additional major projects or programs should be undertaken without review of the impacts on existing priorities (Resolution No. 2006-79 – April 4, 2006).

- a. City Council consider adopting Resolution No. 2022-, approving a Professional Services Agreement with Raimi+Associates (R+A) for the preparation of a comprehensive General Plan Update, EIR, and Zoning Code Update in compliance with State law; authorize the Finance Director to make necessary accounting and budgetary entries; and authorize the City Manager to execute the Agreement on behalf of City with Raimi+Associates subject to final review by the City Attorney.
 - b. City Council consider adopting Resolution No. 2022-, receiving a presentation on the location, landscape features, and amenities for the placement of the Martin Luther King sculpture donated to the City by the Paige family; and approving the advertising and call for bids for the execution of the Martin Luther King Sculpture project.
 - c. City Council consider adopting Resolution No. 2022-, approving revisions to the draft concessionaire agreement with Chaparral Country Corporation, Inc. of Woodside CA to provide recreational facilities and programs to the public at the Marina Equestrian Center Park; and authorize the City Manager to execute the revised agreement on behalf of the City subject to final review and approval by the City Attorney.
12. **COUNCIL & STAFF INFORMATIONAL REPORTS:**
- a. Monterey County Mayor's Association [Mayor Bruce Delgado]
 - b. Council and staff opportunity to ask a question for clarification or make a brief report on his or her own activities as permitted by Government Code Section 54954.2.
13. **ADJOURNMENT:**

CERTIFICATION

I, Anita Sharp, Deputy City Clerk, of the City of Marina, do hereby certify that a copy of the foregoing agenda was posted at City Hall and Council Chambers Bulletin Board at 211 Hillcrest Avenue, Monterey County Library Marina Branch at 190 Seaside Circle, City Bulletin Board at the corner of Reservation Road and Del Monte Boulevard on or before 6:30 p.m., Friday, October 14, 2022.

ANITA SHARP, DEPUTY CITY CLERK

City Council, Airport Commission and Redevelopment Agency meetings are recorded on tape and available for public review and listening at the Office of the City Clerk and kept for a period of 90 days after the formal approval of MINUTES.

City Council meetings may be viewed live on the meeting night and at 12:30 p.m. and 3:00 p.m. on Cable Channel 25 on the Sunday following the Regular City Council meeting date. In addition, Council meetings can be viewed at 6:30 p.m. every Monday, Tuesday and Wednesday. For more information about viewing the Council Meetings on Channel 25, you may contact Access Monterey Peninsula directly at 831-333-1267.

Agenda items and staff reports are public record and are available for public review on the City's website (www.cityofmarina.org), at the Monterey County Marina Library Branch at 190 Seaside Circle and at the Office of the City Clerk at 211 Hillcrest Avenue, Marina between the hours of 10:00 a.m. 5:00 p.m., on the Monday preceding the meeting.

Supplemental materials received after the close of the final agenda and through noon on the day of the scheduled meeting will be available for public review on the City's website: <https://www.cityofmarina.org/DocumentCenter/Index/1854>

Members of the public may receive the City Council, Airport Commission and Successor Agency of the Former Redevelopment Agency Agenda at a cost of \$55 per year or by providing a self-addressed, stamped envelope to the City Clerk. The Agenda is also available at no cost via email by notifying the City Clerk at marina@cityofmarina.org

ALL MEETINGS ARE OPEN TO THE PUBLIC. THE CITY OF MARINA DOES NOT DISCRIMINATE AGAINST PERSONS WITH DISABILITIES. Council Chambers are wheelchair accessible. meetings are broadcast on cable channel 25 and recordings of meetings can be provided upon request. to request assistive listening devices, sign language interpreters, readers, large print agendas or other accommodations, please call (831) 884-1278 or e-mail: marina@cityofmarina.org. requests must be made at least **48 hours** in advance of the meeting.

Upcoming 2022 Meetings of the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Community Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency and Marina Groundwater Sustainability Agency
Regular Meetings: 5:00 p.m. Closed Session;
6:30 p.m. Regular Open Sessions

Tuesday, November 1, 2022
Tuesday, November 15, 2022

Tuesday, December 6, 2022
Tuesday, December 20, 2022

NOTE: Regular Meeting dates may be rescheduled by City Council only.

CITY HALL 2022 HOLIDAYS

(City Hall Closed)

Veterans Day -----Friday, November 11, 2022
Thanksgiving Day ----- Thursday, November 24, 2022
Thanksgiving Break -----Friday, November 25, 2022
Winter Break -----Friday, December 23, 2022-Friday, December 30, 2022

2022 COMMISSION DATES

Upcoming 2022 Meetings of Planning Commission 2nd and 4th Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.
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September 8, 2022
September 22, 2022

October 13, 2022
October 27, 2022

November 10, 2022
December 18, 2022

AP Check Register 10.7.2022

Bank Account: 905 - Chase - Checking

Batch Date: 10/07/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	10/07/2022	100916	Accounts Payable	Ace Hardware		10.90
	Invoice		Date	Description		Amount
	083185		10/03/2022	Windshield Washing Solution		10.90
Check	10/07/2022	100917	Accounts Payable	Ace Hardware		122.25
	Invoice		Date	Description		Amount
	083137		09/28/2022	VD Park		72.06
	083113		09/26/2022	PD		16.37
	083083		09/21/2022	PD		17.47
	083161		09/30/2022	Terry's Bench (Teen Center)		16.35
Check	10/07/2022	100918	Accounts Payable	Advantage Gear		996.62
	Invoice		Date	Description		Amount
	57267-1		09/20/2022	Acct# 6044-1 - Uniform for J. Alvarenga and M. Smith		996.62
Check	10/07/2022	100919	Accounts Payable	Alert-All Corporation		419.52
	Invoice		Date	Description		Amount
	222091087		09/23/2022	Fire Prevention Supplies for Open House		419.52
Check	10/07/2022	100920	Accounts Payable	Altius Medical		297.99
	Invoice		Date	Description		Amount
	18215		09/21/2022	Tri-annual medical waste service - bio hazard waste disposal		99.99
	177773		06/02/2022	Tri-annual medical waste service - bio hazard waste disposal		99.00
	18217		09/21/2022	Tri-annual medical waste service - bio hazard waste disposal		99.00
Check	10/07/2022	100921	Accounts Payable	Aramark Uniform Service		4,336.41
	Invoice		Date	Description		Amount
	5110005181		05/18/2022	Shop Supplies		17.81
	5110005189		05/18/2022	PW Uniforms		116.95
	5110005195		05/18/2022	Shop Supplies		70.51
	5110013003		06/01/2022	PW Uniforms		100.32
	5110013009		06/01/2022	Shop Supplies		70.51
	5110016456		06/08/2022	PW Uniforms		46.60
	5110016460		06/08/2022	PW Uniforms		137.95
	5110016469		06/08/2022	Shop Supplies		70.51

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	5110021114		06/15/2022	PW Uniforms		165.28
	5110021120		06/15/2022	Shop Supplies		70.51
	5110025126		06/22/2022	PW Uniforms		116.95
	5110025130		06/22/2022	Shop Supplies		70.51
	5110029296		06/29/2022	PW Uniforms		144.29
	5110029298		06/29/2022	Shop Supplies		70.51
	5110033772		07/06/2022	PW Uniforms		315.99
	5110033774		07/06/2022	Shop Supplies		70.51
	5110037965		07/13/2022	PW Uniforms		171.00
	5110037967		07/13/2022	Shop Supplies		70.51
	5110042097		07/20/2022	PW Uniforms		146.11
	5110042099		07/20/2022	Shop Supplies		70.51
	5110046284		07/27/2022	PW Uniforms		133.41
	5110049902		08/03/2022	PW Uniforms		135.37
	5110049915		08/03/2022	Shop Supplies		70.51
	5110053935		08/10/2022	PW Uniforms		188.56
	5110053948		08/10/2022	Shop Supplies		70.51
	5110058767		08/17/2022	PW Uniforms		203.12
	5110058769		08/17/2022	Shop Supplies		70.51
	5110062907		08/24/2022	PW Uniforms		127.56
	5110062911		08/24/2022	Shop Supplies		70.51
	5110067163		08/31/2022	PW Uniforms		192.49
	5110067166		08/31/2022	Shop Supplies		70.51
	5110071796		09/07/2022	PW Uniforms		176.38
	5110071802		09/07/2022	Shop Supplies		70.51
	5110075636		09/14/2022	PW Uniforms		135.54
	5110075643		09/14/2022	Shop Supplies		70.51
	5110079796		09/21/2022	PW Uniforms		129.79
	5110079806		09/21/2022	Shop Supplies		70.51
	5110084601		09/28/2022	PW Uniforms		165.76
	5110084611		09/28/2022	Shop Supplies		70.51
Check	10/07/2022	100922	Accounts Payable	ARC Document Solutions		282.96
	Invoice		Date	Description		Amount
	2623501		09/21/2022	ARC September 2022		282.96

Marina, CA LIVE

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/07/2022	100923	Accounts Payable	AT & T		9.07
	Invoice		Date	Description		Amount
	09-21-22		09/21/2022	Acct #051 935-4017 001		9.07
Check	10/07/2022	100924	Accounts Payable	AT & T		123.10
	Invoice		Date	Description		Amount
	000018834257		09/28/2022	Fire Alarms Hangar Bldgs 524 & 533 (9391023444)		48.06
	000018834256		09/28/2022	Fire Alarms Hangar Bldgs 524 & 533 (9391023443)		48.06
	000018834262		09/28/2022	AWOS Auto Weather Station (9391023449)		26.98
Check	10/07/2022	100925	Accounts Payable	Branch's Janitorial		2,235.00
	Invoice		Date	Description		Amount
	228477		09/23/2022	Janitorial Service - Police/Fire/Airport September 2022		2,235.00
Check	10/07/2022	100926	Accounts Payable	Carmel Fire Protection Associates		600.00
	Invoice		Date	Description		Amount
	122357		09/03/2022	Plan check & inspection for Starbuck (above ground)		200.00
	122379		10/01/2022	Plan review & inspection at Tart & Tin, 3114 Del Monte Blvd.		200.00
	122378		10/01/2022	Plan review and inspection at Prasad Residence, 464 Edna Court		200.00
Check	10/07/2022	100927	Accounts Payable	Cintas Corporation		69.30
	Invoice		Date	Description		Amount
	4133043205		09/30/2022	Mat Service - Police/Fire 09/30/22		69.30
Check	10/07/2022	100928	Accounts Payable	Comcast		69.70
	Invoice		Date	Description		Amount
	09-26-22		09/26/2022	Acct# 8155100290083819, Cable for Police & Fire		69.70
Check	10/07/2022	100929	Accounts Payable	CSUMB		5,000.00
	Invoice		Date	Description		Amount
	612855		09/30/2022	Annual Maintenance Fee - 07/01/22 to 06/30/23		5,000.00
Check	10/07/2022	100930	Accounts Payable	East Bay Tire Co.		223.00
	Invoice		Date	Description		Amount
	1872803		09/26/2022	Backhoe		223.00
Check	10/07/2022	100931	Accounts Payable	Emergency Vehicle Specialists		83.32

Marina, CA LIVE

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Check	Invoice			Description		Amount
	14201			Vehicle equipment		83.32
	10/07/2022	100932	Accounts Payable	Gatzke Dillon & Ballance		3,787.00
Check	Invoice			Description		Amount
	14155			Professional Services - August 2022		2,044.00
	14095			Professional Services - July 2022		1,743.00
Check	10/07/2022	100933	Accounts Payable	Gavilan Pest Control		1,225.00
	Invoice			Description		Amount
	0148184			781 Neeson Bldg 520		75.00
Check	0148183			781 Neeson Bldg 520 Squirrels		1,150.00
	10/07/2022	100934	Accounts Payable	HF&H Consultants		1,196.25
	Invoice			Description		Amount
Check	9719522			Rate Analysis		1,196.25
	10/07/2022	100935	Accounts Payable	JR Fencing		3,500.00
	Invoice			Description		Amount
Check	8842			gate city kennel		3,500.00
	10/07/2022	100936	Accounts Payable	Lexis Nexis Risk Solutions		150.00
	Invoice			Description		Amount
Check	1308841-20220831			Billing ID #1308841		150.00
	10/07/2022	100937	Accounts Payable	Marina Coast Water District		8,948.00
	Invoice			Description		Amount
	000056022	091522		09/15/2022	Reser/Marina Auto Stereo/Irrigation	44.07
	000056017	091522		09/15/2022	208-A Palm Ave	80.86
	000056021	091522		09/15/2022	Reservation Rd/By 290-308 Reservation	36.77
	000056001	091522		09/15/2022	209-13 Cypress Ave	102.85
	000056024	091522		09/15/2022	Del Monte/Palm	89.02
	000056016	091522		09/15/2022	Resev Rd & Seacrest Ave-Next to Fire Hyd	36.77
	000056019	091522		09/15/2022	211 Hillcrest Ave	1,026.63
	000056020	091522		09/15/2022	304 Hillcrest Ave	107.37
	000056018	091522		09/15/2022	208 Palm Ave	287.05

Marina, CA LIVE

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	012016000	092322	09/23/2022	199 A Paddon Place		36.77
	000056094	092322	09/23/2022	2660 5th Ave		426.66
	000056045	092322	09/23/2022	3100 Preston Drive		6,136.58
	000056046	092322	09/23/2022	3100 Preston Drive		150.82
	000056040	092322	09/23/2022	Hilo Ave		27.26
	000056028	092322	09/23/2022	California at Jerry Ct		36.77
	000056042	092322	09/23/2022	3040 Lake Drive		92.67
	000056090	092322	09/23/2022	Locke Paddon Park		60.52
	000056006	092322	09/23/2022	188 Seaside Circle		78.84
	000056061	092322	09/23/2022	Reservation/Locke Paddon Park		89.72
Check	10/07/2022	100938	Accounts Payable	Maynard Group Inc.		655.27
	Invoice		Date	Description		Amount
Check	IN2030602		10/01/2022	Acct #AC3746		655.27
	10/07/2022	100939	Accounts Payable	Monterey County Petroleum-Sturdy Oil Co.		3,325.53
	Invoice		Date	Description		Amount
Check	25738A-IN		09/17/2022	Clear Diesel		3,325.53
	10/07/2022	100940	Accounts Payable	MyFleetCenter - Wisconsin Quick Lube		199.56
	Invoice		Date	Description		Amount
Check	3675177		09/26/2022	PD		97.97
	36775417		09/30/2022	PD		101.59
Check	10/07/2022	100941	Accounts Payable	NAPA Auto Parts		190.79
	Invoice		Date	Description		Amount
Check	936830		09/27/2022	Fire		190.79
	10/07/2022	100942	Accounts Payable	New Image Landscape Co.		3,790.00
	Invoice		Date	Description		Amount
Check	417859		09/19/2022	Locke Paddon CFD		3,790.00
	10/07/2022	100943	Accounts Payable	Noland, Hamerly, Etienne & Hoss		47,995.50
	Invoice		Date	Description		Amount
Check	223873		09/27/2022	Contract Matters - Aug-Sept, 2022		13,883.00
	223874		09/27/2022	Personnel Matters - Aug-Sept, 2022		197.50

AP Check Register 10.7.2022

Bank Account: 905 - Chase - Checking

Batch Date: 10/07/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	223877		09/27/2022	City Council Meetings - Aug-Sept, 2022		5,490.50
	223875		09/27/2022	Public Records Act - Aug-Sept, 2022		1,599.75
	223876		09/27/2022	General Representation - Aug-Sept, 2022		26,824.75
	10/07/2022	100944	Accounts Payable	Office Depot		1,061.09
	Invoice		Date	Description		Amount
Check	265133619001		10/03/2022	Office Supplies-Finance		1,061.09
	10/07/2022	100945	Accounts Payable	Office Depot		664.52
	Invoice		Date	Description		Amount
	262452838001		09/19/2022	Office Supplies		636.13
Check	266363374001		09/20/2022	Office Supplies		28.39
	10/07/2022	100946	Accounts Payable	Pacific Gas & Electric		382.55
	Invoice		Date	Description		Amount
	288-5-Sept22		09/11/2022	781 Neeson Rd Bldg 520 7175660288-5		382.55
Check	10/07/2022	100947	Accounts Payable	Pure H2O		202.08
	Invoice		Date	Description		Amount
Check	18009		10/01/2022	Water Cooler Service Police & Fire 10/01/22		202.08
	10/07/2022	100948	Accounts Payable	Regional Government Services		3,074.95
	Invoice		Date	Description		Amount
	13923		07/31/2022	RGS-Brass Tap-July		3,074.95
Check	10/07/2022	100949	Accounts Payable	Shartsis Friese LLP		193,300.52
	Invoice		Date	Description		Amount
Check	5462121		09/30/2022	Professional Services - MPWSP - August 2022		193,300.52
	10/07/2022	100950	Accounts Payable	SpeakWrite		620.65
	Invoice		Date	Description		Amount
	e66e5b83		10/01/2022	City of Marina CA Police Dept Billing Acct		620.65
Check	10/07/2022	100951	Accounts Payable	TechRx Technology Services		2,016.79
	Invoice		Date	Description		Amount
	10428		09/30/2022	Corp Yard Cameras		220.00
	10426		09/30/2022	New Computer for Captain's Office, set up and delivery		1,796.79

Marina, CA LIVE

AP Check Register 10.7.2022

Bank Account: 905 - Chase - Checking
Batch Date: 10/07/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/07/2022	100952	Accounts Payable	Telemetrix		2,791.34
	Invoice		Date	Description		Amount
	4064		09/20/2022	Annual Gate Safety Service		2,058.75
	4066		09/20/2022	Repair Electric Stike		732.59
Check	10/07/2022	100953	Accounts Payable	Valley Saw & Garden Equipment		30.00
	Invoice		Date	Description		Amount
	312345		09/01/2022	Shop Supply		30.00
Check	10/07/2022	100954	Accounts Payable	Verizon Wireless		1,016.68
	Invoice		Date	Description		Amount
	9916160541		09/18/2022	PW Phone Bill 972476364-00001		574.93
	9916681980		09/25/2022	Acct: 371782403-00002 - FD Mobile Charges, 8/26/22 to 9/25/22		441.75
Check	10/07/2022	100955	Accounts Payable	Veterinary Emergency& Specialty Center		206.00
	Invoice		Date	Description		Amount
	106052		09/21/2022	Client ID #6107 - Marina PD		206.00
Check	10/07/2022	100956	Accounts Payable	Wald, Ruhnke & Dost Architects, LLP		8,622.50
	Invoice		Date	Description		Amount
	2008413		10/31/2022	Marina Airport Building 533 Improvement		8,622.50
Check	10/07/2022	100957	Accounts Payable	Xerox Financial Services		239.26
	Invoice		Date	Description		Amount
	3511765		09/17/2022	Acct# 010-0066774-001 - FD Monthly Copier Charges		239.26
Check	10/07/2022	100958	Accounts Payable	Zoom Imaging Solutions		593.16
	Invoice		Date	Description		Amount
	IN2964481		09/24/2022	Acct # SOS-CIT-1600-Z - City of Marina PD		593.16
Check	10/07/2022	100959	Accounts Payable	Marina Employees Association		135.00
	Invoice		Date	Description		Amount
	09-30-22		09/30/2022	24 - MEA Dues		135.00
Check	10/07/2022	100960	Accounts Payable	Marina Professional Fire Fighters Association		300.00
	Invoice		Date	Description		Amount

Marina, CA LIVE

AP Check Register 10.7.2022

Bank Account: 905 - Chase - Checking
Batch Date: 10/07/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	09-30-22		09/30/2022	35 - MPFFA Dues		300.00
	10/07/2022	100961	Accounts Payable	Premier Access Insurance		3,996.00
	Invoice		Date	Description		Amount
Check	10-01-22		10/01/2022	101 - Dental EE+1*		5,617.84
	10-01-22.		10/01/2022	Dental Claim (10/2022)		(1,621.84)
	10/07/2022	100962	Accounts Payable	Vision Service Plan		1,893.23
EFT	Invoice		Date	Description		Amount
	10-01-22		10/01/2022	103 - Vision EE*		1,825.60
	10-01-22.		10/01/2022	VSP Adjustment (10/2022)		67.63
EFT	10/07/2022	2594	Accounts Payable	Wex Bank	071000288 / 4539508	318.45
	Invoice		Date	Description		Amount
	83771842		09/23/2022	Acct #0496-00-52150-7		318.45
EFT	10/07/2022	2595	Accounts Payable	Marina Police Association-MPOA	322271627 / 901587928	240.00
	Invoice		Date	Description		Amount
	09-30-22		09/30/2022	23 - MPOA Dues		240.00
EFT	10/07/2022	2596	Accounts Payable	Police Officers Association - POA	322271627 / 901589106	1,296.00
	Invoice		Date	Description		Amount
	09-30-22		09/30/2022	25 - POA Dues		1,296.00
905 Chase - Checking Totals:						\$312,842.81
Transactions: 50						

Checks: 47 \$310,988.36
EFTs: 3 \$1,854.45



Accounts Payable by G/L Distribution Report

Payment Date Range 10/14/22 - 10/14/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.010 - Prof Svc Admin - Muni Code										
10149 - Code Publishing Inc. - General	GC00118578	Annual Web Fees and WebEnhancements	Paid by Check # 100975		09/30/2022	10/03/2022	10/03/2022	10/14/2022	10/14/2022	680.00
Account 6300.010 - Prof Svc Admin - Muni Code Totals										\$680.00
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	25783A-IN	Regular Ethanol	Paid by Check # 100988		09/24/2022	10/04/2022	10/04/2022	10/14/2022	10/14/2022	204.88
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals										\$204.88
Sub-Division 00 - Non-Subdiv Totals										\$884.88
Division 000 - Non-Div Totals										\$884.88
Department 120 - City Mgr/HR/Risk Totals										\$884.88
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.330 - Prof Svc IT - Information Tech Svc										
10897 - TechRx Technology Services	10465	IT Support - September 2022	Paid by Check # 101000		10/01/2022	10/03/2022	10/03/2022	10/14/2022	10/14/2022	8,160.00
Account 6300.330 - Prof Svc IT - Information Tech Svc Totals										\$8,160.00
Account 6360.076 - Maint & Repairs Copier										
10406 - Monterey Bay Systems	431906	CDD Copier Maintenance and Overage	Paid by Check # 100986		09/21/2022	10/03/2022	10/03/2022	09/26/2022	10/14/2022	1,201.90
10592 - U.S. Bank Equipment Finance-USBancorp	483588166	CDD Copier Lease Payment - October 2022	Paid by Check # 101002		09/29/2022	10/03/2022	10/03/2022	10/03/2022	10/14/2022	216.32
Account 6360.076 - Maint & Repairs Copier Totals										\$1,418.22
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
10905 - Taygeta Scientific, Inc.	000708-R-0019	Barracuda Spam Firewall - October 2022	Paid by Check # 100999		10/01/2022	10/03/2022	10/03/2022	10/14/2022	10/14/2022	475.80
10905 - Taygeta Scientific, Inc.	000423-R-0046	Computer Network Defense - October 2022	Paid by Check # 100999		10/01/2022	10/03/2022	10/03/2022	10/14/2022	10/14/2022	2,000.00
10905 - Taygeta Scientific, Inc.	000945	Quarterly PD NAS Support & Data - Q3 2022	Paid by Check # 100999		10/03/2022	10/03/2022	10/03/2022	10/14/2022	10/14/2022	320.91
10905 - Taygeta Scientific, Inc.	000708-R-0018	Barracuda Spam Firewall - September 2022	Paid by Check # 100999		09/01/2022	10/03/2022	10/03/2022	10/14/2022	10/14/2022	475.80
10897 - TechRx Technology Services	10446	Veeam Virtual Backup Monthly Subscription - October 2022	Paid by Check # 101000		10/01/2022	10/03/2022	10/03/2022	10/14/2022	10/14/2022	380.00



Accounts Payable by G/L Distribution Report

Payment Date Range 10/14/22 - 10/14/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
10897 - TechRx Technology Services	10445	Ninite Monthly Subscription - October 2022	Paid by Check # 101000		10/03/2022	10/03/2022	10/03/2022	10/14/2022		112.50
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals										\$3,765.01
Account 6700.100 - Capital Outlay Info Tech Hardware										
10897 - TechRx Technology Services	10425	New Server	Paid by Check # 101000		09/30/2022	10/03/2022	10/03/2022	10/14/2022		19,931.05
Account 6700.100 - Capital Outlay Info Tech Hardware Totals										\$19,931.05
Sub-Division 00 - Non-Subdiv Totals										\$33,274.28
Division 000 - Non-Div Totals										\$33,274.28
Department 125 - I. T. Totals										\$33,274.28
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.216 - Prof Svc Fin - Accounting Services										
10511 - Richard B. Standridge	22-20	Service 9/26-10/6/2022	Paid by EFT # 2616		10/07/2022	10/06/2022	10/06/2022	10/14/2022		3,420.00
Account 6300.216 - Prof Svc Fin - Accounting Services Totals										\$3,420.00
Account 6300.217 - Prof Svc Fin - Business Lic Services										
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN021565	August 2022 BL Admin Fee	Paid by Check # 100983		08/31/2022	10/10/2022	09/23/2022	10/14/2022		4,789.22
Account 6300.217 - Prof Svc Fin - Business Lic Services Totals										\$4,789.22
Sub-Division 00 - Non-Subdiv Totals										\$8,209.22
Division 000 - Non-Div Totals										\$8,209.22
Department 130 - Finance Totals										\$8,209.22
Department 150 - City Attorney										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc										
11753 - Fenton & Keller PC	128461	Professional Services - Bid Protest	Paid by Check # 100981		09/13/2022	10/03/2022	10/03/2022	10/14/2022		937.50
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals										\$937.50
Sub-Division 00 - Non-Subdiv Totals										\$937.50
Division 000 - Non-Div Totals										\$937.50
Department 150 - City Attorney Totals										\$937.50



Accounts Payable by G/L Distribution Report

Payment Date Range 10/14/22 - 10/14/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6160.300 - Other Progr Progr Admin Costs										
10200 - Discovery Benefits, Inc.	09-30-22	Admin Fee (09.2022)	Paid by EFT # 2614		09/30/2022	09/30/2022	10/14/2022		10/14/2022	121.00
Account 6160.300 - Other Progr Progr Admin Costs Totals										\$121.00
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	000018834250	CALNET3-9391023437 (384-0425)	Paid by Check # 100969		09/28/2022	10/10/2022	10/10/2022		10/14/2022	48.18
10758 - AT & T CALNET3	000018834253	CALNET3-9391023440 (384-0860)	Paid by Check # 100969		09/28/2022	10/10/2022	10/10/2022		10/14/2022	24.87
10758 - AT & T CALNET3	000018834254	CALNET3-9391023441 (384-0888)	Paid by Check # 100969		09/28/2022	10/10/2022	10/10/2022		10/14/2022	24.87
10758 - AT & T CALNET3	000018834278	CALNET3-9391023463 (384-7854)	Paid by Check # 100969		09/28/2022	10/10/2022	10/10/2022		10/14/2022	24.87
10758 - AT & T CALNET3	000018834281	CALNET3-9391023466 (384-8477)	Paid by Check # 100969		09/28/2022	10/10/2022	10/10/2022		10/14/2022	48.06
10758 - AT & T CALNET3	000018834283	CALNET3-9391023468 (384-9148)	Paid by Check # 100969		09/28/2022	10/10/2022	10/10/2022		10/14/2022	24.87
10758 - AT & T CALNET3	000018832471	CALNET3-9391023471 (582-0100)	Paid by Check # 100969		09/27/2022	10/10/2022	10/10/2022		10/14/2022	52.40
10758 - AT & T CALNET3	000018832477	CALNET3-9391023477 (582-9803)	Paid by Check # 100969		09/27/2022	10/10/2022	10/10/2022		10/14/2022	24.87
Account 6380.150 - Utilities Comm Phone System Totals										\$272.99
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	2023-00000354	PG&E 6793435313-6	Paid by Check # 100993		10/10/2022	10/10/2022	10/10/2022		10/14/2022	9,272.00
Account 6380.300 - Utilities Gas & Electric Totals										\$9,272.00
Account 6380.500 - Utilities Water & Sewer										
10432 - Monterey One Water - former MRWPCA	13-000325 09302	2800 2nd Ave	Paid by Check # 100989		09/30/2022	10/07/2022	10/07/2022		10/14/2022	47.90
10432 - Monterey One Water - former MRWPCA	13-000143 093022	3200 Imjin Rd	Paid by Check # 100989		09/30/2022	10/07/2022	10/07/2022		10/14/2022	28.80
10432 - Monterey One Water - former MRWPCA	12-003949 093022	209 Cypress Ave	Paid by Check # 100989		09/30/2022	10/07/2022	10/07/2022		10/14/2022	95.80
10432 - Monterey One Water - former MRWPCA	12-003245 093022	3254 Abby Way	Paid by Check # 100989		09/30/2022	10/07/2022	10/07/2022		10/14/2022	47.90
10432 - Monterey One Water - former MRWPCA	12-001708 093022	304 Hillcrest Ave	Paid by Check # 100989		09/30/2022	10/07/2022	10/07/2022		10/14/2022	47.90
10432 - Monterey One Water - former MRWPCA	12-003451 093022	0 Seaside Ave & Reservation Rd	Paid by Check # 100989		09/30/2022	10/07/2022	10/07/2022		10/14/2022	47.90
10432 - Monterey One Water - former MRWPCA	12-001627 093022	211 Hillcrest Ave	Paid by Check # 100989		09/30/2022	10/07/2022	10/07/2022		10/14/2022	191.60



Accounts Payable by G/L Distribution Report

Payment Date Range 10/14/22 - 10/14/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10432 - Monterey One Water - former MRWPCA	12-000192 093022	3200 Del Monte Blvd	Paid by Check # 100989		09/30/2022	10/07/2022	10/07/2022	10/14/2022		95.80
10432 - Monterey One Water - former MRWPCA	13-002930 093022	3200 Imjin Rd	Paid by Check # 100989		09/30/2022	10/07/2022	10/07/2022	10/14/2022		958.00
Account 6380.500 - Utilities Water & Sewer Totals										\$1,561.60
Account 6400.565 - Material & Suppl Office Supplies										
10540 - Sierra Springs & Alhambra	7266038 093022	Water Cooler Rental and Replacement	Paid by Check # 100998		09/30/2022	10/03/2022	10/03/2022	10/14/2022		138.81
Account 6400.565 - Material & Suppl Office Supplies Totals										\$138.81
Sub-Division 00 - Non-Subdiv Totals										\$11,366.40
Division 000 - Non-Div Totals										\$11,366.40
Department 190 - Citywide Non-Dept Totals										\$11,366.40
Department 195 - Conveyance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	139705	Landscape Maintenance	Paid by Check # 100992		09/30/2022	10/06/2022	10/06/2022	10/14/2022		2,140.00
Account 6360.440 - Maint & Repairs Landscape General Totals										\$2,140.00
Sub-Division 00 - Non-Subdiv Totals										\$2,140.00
Division 000 - Non-Div Totals										\$2,140.00
Department 195 - Conveyance Totals										\$2,140.00
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	25783A-IN	Regular Ethanol	Paid by Check # 100988		09/24/2022	10/04/2022	10/04/2022	10/14/2022		7,785.60
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals										\$7,785.60
Account 6400.565 - Material & Suppl Office Supplies										
10498 - Quill Corporation	27875027	Acct # 7474999	Paid by Check # 100996		09/21/2022	10/03/2022	10/03/2022	10/14/2022		393.19
Account 6400.565 - Material & Suppl Office Supplies Totals										\$393.19
Sub-Division 00 - Non-Subdiv Totals										\$8,178.79
Division 000 - Non-Div Totals										\$8,178.79
Department 210 - Police Totals										\$8,178.79



Accounts Payable by G/L Distribution Report

Payment Date Range 10/14/22 - 10/14/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.100 - Material & Suppl CSA 74 Funded										
10470 - Peninsula Welding & Medical Supply	233038	Oxygen Compressed FD	Paid by Check # 100995		09/21/2022	10/04/2022	10/04/2022	Invoice Transactions 1	10/14/2022	102.50
										\$102.50
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	25783A-IN	Regular Ethanol	Paid by Check # 100988		09/24/2022	10/04/2022	10/04/2022	Invoice Transactions 1	10/14/2022	614.65
										\$614.65
										\$717.15
										\$717.15
										\$717.15
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10728 - Ace Hardware-Public Works	083168	Shop	Paid by Check # 100965		09/30/2022	10/04/2022	10/04/2022	Invoice Transactions 1	10/14/2022	32.72
10728 - Ace Hardware-Public Works	083242	209 Cypress Ave	Paid by Check # 100965		10/07/2022	10/10/2022	10/10/2022	Invoice Transactions 2	10/14/2022	42.59
10034 - American Supply Co.	0171655	Shop Supplies/Teen Center	Paid by Check # 100966		09/13/2022	10/06/2022	10/06/2022	Invoice Transactions 2	10/14/2022	55.72
10890 - Applied Real Estate Inspections	22-105	Limited Mold Inspection	Paid by Check # 100967		03/22/2022	10/04/2022	10/04/2022	Invoice Transactions 2	10/14/2022	425.00
10181 - Dave's Repair Service	34256	Monthly Site Inspections as Designated Operator	Paid by Check # 100977		10/03/2022	10/06/2022	10/06/2022	Invoice Transactions 2	10/14/2022	90.00
10181 - Dave's Repair Service	34233	Diesel Nozzel Work-Fuel Yard	Paid by Check # 100977		09/27/2022	10/06/2022	10/06/2022	Invoice Transactions 6	10/14/2022	269.98
										\$916.01
Account 6360.070 - Maint & Repairs Bdg Public Safety										
10520 - Roto-Rooter Plumbers & Restoration	709005166	PD Drain	Paid by Check # 100997		09/15/2022	10/06/2022	10/06/2022	Invoice Transactions 2	10/14/2022	535.00
10520 - Roto-Rooter Plumbers & Restoration	711812505	PD	Paid by Check # 100997		10/05/2022	10/10/2022	10/10/2022	Invoice Transactions 2	10/14/2022	325.00
										\$860.00
Account 6360.440 - Maint & Repairs Landscape General										
10230 - Ewing	17975408	Shop	Paid by Check # 100980		10/07/2022	10/10/2022	10/10/2022	Invoice Transactions 1	10/14/2022	122.30
										\$122.30



Accounts Payable by G/L Distribution Report

Payment Date Range 10/14/22 - 10/14/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.445 - Maint & Repairs Maint - Perc Ponds										
10728 - Ace Hardware-Public Works	083232	Perc Ponds	Paid by Check # 100965		10/07/2022	10/07/2022	10/07/2022	Invoice Transactions 1	10/14/2022	38.35
										<u>\$38.35</u>
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	25783A-IN	Regular Ethanol	Paid by Check # 100988		09/24/2022	10/04/2022	10/04/2022	Invoice Transactions 1	10/14/2022	307.33
										<u>\$307.33</u>
Account 6400.800 - Material & Suppl Uniform										
10043 - Aramark Uniform Service	5110088874	PW Uniforms	Paid by Check # 100968		10/05/2022	10/06/2022	10/06/2022	Invoice Transactions 1	10/14/2022	129.79
										<u>\$129.79</u>
										<u>\$2,373.78</u>
										<u>\$2,373.78</u>
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.690 - Maint & Repairs Supplies										
10825 - East Bay Tire Co.	1876007	Back Hoe	Paid by Check # 100979		10/05/2022	10/10/2022	10/10/2022	Invoice Transactions 1	10/14/2022	1,253.68
10465 - Pacific Smog	783	Smog Inspections	Paid by Check # 100994		09/30/2022	10/06/2022	10/06/2022	Invoice Transactions 12	10/14/2022	39.75
										<u>\$1,293.43</u>
Account 6360.850 - Maint & Repairs Vehicle										
10902 - Marina Collision Repair Inc.	12090	PD	Paid by Check # 100985		09/28/2022	10/04/2022	10/04/2022	Invoice Transactions 2	10/14/2022	111.90
10428 - Monterey Tire Service	1-108504	PD	Paid by Check # 100991		09/28/2022	10/04/2022	10/04/2022	Invoice Transactions 4	10/14/2022	25.73
10428 - Monterey Tire Service	1-108502	PD	Paid by Check # 100991		09/28/2022	10/04/2022	10/04/2022	Invoice Transactions 6	10/14/2022	933.49
10599 - Valley Saw & Garden Equipment	314748	Shop Small Tools	Paid by Check # 101004		10/04/2022	10/04/2022	10/04/2022	Invoice Transactions 18	10/14/2022	1,333.80
										<u>\$2,404.92</u>
										<u>\$3,698.35</u>
										<u>\$3,698.35</u>
										<u>\$6,072.13</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/14/22 - 10/14/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	25783A-IN	Regular Ethanol	Paid by Check # 100988		09/24/2022	10/04/2022	10/04/2022	10/14/2022		204.88
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals										\$204.88
Sub-Division 00 - Non-Subdiv Totals										\$204.88
Division 000 - Non-Div Totals										\$204.88
Department 410 - Planning Totals										\$204.88
Department 430 - Building Inspection										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.100 - Prof Svc Code Enforcement										
11477 - Cheryl Kent - DBA Fastrac	2022-115	Code Enforcement Investigations	Paid by Check # 101008		10/05/2022	10/06/2022	10/06/2022	10/14/2022		2,275.00
Account 6300.100 - Prof Svc Code Enforcement Totals										\$2,275.00
Sub-Division 00 - Non-Subdiv Totals										\$2,275.00
Division 000 - Non-Div Totals										\$2,275.00
Department 430 - Building Inspection Totals										\$2,275.00
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades										
10153 - Comcast	09-14-22	Acc# 8155 10 029 0106172	Paid by Check # 100976		09/14/2022	10/05/2022	10/05/2022	10/14/2022		187.22
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades Totals										\$187.22
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228476	Custodial Services for September 2022	Paid by Check # 100971		09/23/2022	10/05/2022	10/05/2022	10/14/2022		2,059.47
Account 6360.360 - Maint & Repairs Janitorial Totals										\$2,059.47
Account 6380.150 - Utilities Comm Phone System										
10603 - Verizon Wireless	9916052796	Rec Dept Cell Phone Bills	Paid by Check # 101006		09/17/2022	10/05/2022	10/05/2022	10/14/2022		203.72
Account 6380.150 - Utilities Comm Phone System Totals										\$203.72
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	25783A-IN	Regular Ethanol	Paid by Check # 100988		09/24/2022	10/04/2022	10/04/2022	10/14/2022		512.21
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals										\$512.21
Sub-Division 00 - Non-Subdiv Totals										\$2,962.62
Division 100 - Admin Totals										\$2,962.62



Accounts Payable by G/L Distribution Report

Payment Date Range 10/14/22 - 10/14/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 510 - Recreation & Culture										
Division 511 - Youth										
Sub-Division 00 - Non-Subdiv										
Account 6600.700 - Other Charges Refunds of Fees/Charges										
11754 - Maria Gasca	09-24-22 vd	Deposit Refund - Vince DiMaggio	Paid by Check # 100984		09/24/2022	10/05/2022	10/05/2022	10/14/2022		10.00
										\$10.00
										\$10.00
										\$10.00
Account 6600.700 - Other Charges Refunds of Fees/Charges										
Sub-Division 00 - Non-Subdiv										
Division 511 - Youth										
Totals										
Invoice Transactions 1										
Invoice Transactions 1										
Invoice Transactions 1										
Division 512 - Teen										
Sub-Division 00 - Non-Subdiv										
Account 6400.658 - Material & Suppl Recr Teen Progr										
10726 - Ace Hardware-Parks&Recreation	082959	hooks	Paid by Check # 100964		09/03/2022	10/05/2022	10/05/2022	10/14/2022		16.33
										16.35
										\$32.68
										\$32.68
										\$32.68
Account 6400.658 - Material & Suppl Recr Teen Progr										
Sub-Division 00 - Non-Subdiv										
Division 512 - Teen										
Totals										
Invoice Transactions 2										
Invoice Transactions 2										
Invoice Transactions 2										
Division 514 - Sports										
Sub-Division 00 - Non-Subdiv										
Account 6400.656 - Material & Suppl Recr Sports Prog										
10726 - Ace Hardware-Parks&Recreation	082998	hose adapter & mender	Paid by Check # 100964		09/09/2022	10/05/2022	10/05/2022	10/14/2022		18.55
										\$18.55
										\$18.55
										\$18.55
										\$3,023.85
										\$77,284.08
Account 6400.656 - Material & Suppl Recr Sports Prog										
Sub-Division 00 - Non-Subdiv										
Division 514 - Sports										
Totals										
Invoice Transactions 1										
Invoice Transactions 1										
Invoice Transactions 1										
Invoice Transactions 8										
Invoice Transactions 68										
Department 510 - Recreation & Culture										
Fund 100 - General Fund										
Totals										



Accounts Payable by G/L Distribution Report

Payment Date Range 10/14/22 - 10/14/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 110 - Vehicle and Equipment										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.450 - Other Charges Leases & Rents										
11491 - Enterprise FM Trust - Fleet Lease payments only	FBN4575674	Enterprise FM Trust: Monthly Lease Charges October 2022	Paid by EFT # 2615		10/05/2022	10/06/2022	10/06/2022		10/14/2022	64,447.50
Account 6600.450 - Other Charges Leases & Rents										
Sub-Division 00 - Non-Subdiv										\$64,447.50
Division 000 - Non-Div										\$64,447.50
Department 000 - Non-Dept										\$64,447.50
Fund 110 - Vehicle and Equipment										\$64,447.50



Accounts Payable by G/L Distribution Report

Payment Date Range 10/14/22 - 10/14/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 220 - Gas Tax										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6370.765 - Shared Svc TAMC-Congestion Mgt Plan										
10579 - Transportation Agency of Monterey County	CMA.22.23	Congestion Mgmt - Local Agency Contribution for FY 22-23	Paid by Check # 101001		10/04/2022	10/04/2022	10/04/2022	10/14/2022		8,068.00
Account 6370.765 - Shared Svc TAMC-Congestion Mgt Plan Totals										
										\$8,068.00
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	2023-00000354	PG&E 6793435313-6	Paid by Check # 100993		10/10/2022	10/10/2022	10/10/2022	10/14/2022		663.69
Account 6380.300 - Utilities Gas & Electric Totals										
										\$663.69
Account 6400.155 - Material & Suppl Dump Fees										
10427 - Monterey Regional Waste Management District	3690767	Transient Camp	Paid by Check # 100990		10/05/2022	10/04/2022	10/04/2022	10/14/2022		34.30
Account 6400.155 - Material & Suppl Dump Fees Totals										
										\$34.30
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	25783A-IN	Regular Ethanol	Paid by Check # 100988		09/24/2022	10/04/2022	10/04/2022	10/14/2022		307.33
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals										
										\$307.33
Account 6400.733 - Material & Suppl Signs										
10108 - Capitol Barricade, Inc.	146452	Ped Symbol	Paid by Check # 100974		08/03/2022	10/06/2022	10/06/2022	10/14/2022		257.43
Account 6400.733 - Material & Suppl Signs Totals										
										\$257.43
Account 6400.780 - Material & Suppl Traffic Signal										
10728 - Ace Hardware-Public Works	083235	Traffic Signal	Paid by Check # 100965		10/07/2022	10/06/2022	10/06/2022	10/14/2022		17.44
10728 - Ace Hardware-Public Works	083226	Traffic Signal	Paid by Check # 100965		10/06/2022	10/06/2022	10/06/2022	10/14/2022		.79
10728 - Ace Hardware-Public Works	083221	Traffic Signal	Paid by Check # 100965		10/06/2022	10/07/2022	10/07/2022	10/14/2022		14.71
Account 6400.780 - Material & Suppl Traffic Signal Totals										
										\$32.94
Account 6400.800 - Material & Suppl Uniform										
10043 - Aramark Uniform Service	5110088884	Shop Supplies	Paid by Check # 100968		10/05/2022	10/06/2022	10/06/2022	10/14/2022		70.51
Account 6400.800 - Material & Suppl Uniform Totals										
										\$70.51
Sub-Division 00 - Non-Subdiv Totals										
										\$9,434.20
Division 000 - Non-Div Totals										
										\$9,434.20
Department 000 - Non-Dept Totals										
										\$9,434.20
Fund 220 - Gas Tax Totals										
										\$9,434.20



Accounts Payable by G/L Distribution Report

Payment Date Range 10/14/22 - 10/14/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 223 - FORA Dissolution										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11755 - Unlimited Environmental, Inc.	22-071-1	City Park Barrack & Cypress Knolls Building Blight Removal	Paid by Check # 101003		09/30/2022	10/05/2022	10/05/2022		10/14/2022	152,794.95
Account 6300.570 - Prof Svc Other Totals										\$152,794.95
Sub-Division 00 - Non-Subdiv Totals										\$152,794.95
Division 000 - Non-Div Totals										\$152,794.95
Department 000 - Non-Dept Totals										\$152,794.95
Fund 223 - FORA Dissolution Totals										\$152,794.95



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Payment Date Range 10/14/22 - 10/14/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 225 - National Park Service										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10432 - Monterey One Water - former MRWPCA	13-000183 09302	4th Ave Dy Dr	Paid by Check # 100989		09/30/2022	10/07/2022	10/07/2022		10/14/2022	287.40
			Account 6380.500 - Utilities Water & Sewer					Invoice Transactions	1	\$287.40
			Sub-Division 00 - Non-Subdiv					Invoice Transactions	1	\$287.40
			Division 000 - Non-Div					Invoice Transactions	1	\$287.40
			Department 000 - Non-Dept					Invoice Transactions	1	\$287.40
			Fund 225 - National Park Service					Invoice Transactions	1	\$287.40



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Payment Date Range 10/14/22 - 10/14/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 233 - Monterey Bay Estates AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.300 - Utilities Gas & Electric	2023-00000354	PG&E 6793435313-6			10/10/2022	10/10/2022	10/10/2022		10/14/2022	10.51
10463 - Pacific Gas & Electric			Paid by Check # 100993							
			Account 6380.300 - Utilities Gas & Electric Totals					Invoice Transactions	1	\$10.51
			Sub-Division 00 - Non-Subdiv Totals					Invoice Transactions	1	\$10.51
			Division 000 - Non-Div Totals					Invoice Transactions	1	\$10.51
			Department 000 - Non-Dept Totals					Invoice Transactions	1	\$10.51
			Fund 233 - Monterey Bay Estates AD Totals					Invoice Transactions	1	\$10.51



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Payment Date Range 10/14/22 - 10/14/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 235 - Cypress Cove II AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	2023-00000354	PG&E 6793435313-6	Paid by Check # 100993		10/10/2022	10/10/2022	10/10/2022		10/14/2022	10.73
			Account 6380.300 - Utilities Gas & Electric					Invoice Transactions	1	\$10.73
			Sub-Division 00 - Non-Subdiv					Invoice Transactions	1	\$10.73
			Division 000 - Non-Div					Invoice Transactions	1	\$10.73
			Department 000 - Non-Dept					Invoice Transactions	1	\$10.73
			Fund 235 - Cypress Cove II AD					Invoice Transactions	1	\$10.73



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 422 - Capital Projects - Measure X										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11037 - Don Chapin Company, Inc.	73631	Reservation Rd Grind/Pave/Crackfill/Str ipe	Paid by Check # 100978		09/20/2022	10/10/2022	10/10/2022		10/14/2022	190,868.71
11489 - Wallace Group, Inc.	57381	Annual Resurfacing	Paid by Check # 101007		10/07/2022	10/10/2022	10/10/2022		10/14/2022	1,112.25
Account 6300.570 - Prof Svc Other Totals										\$191,980.96
Sub-Division 00 - Non-Subdiv Totals										\$191,980.96
Division 000 - Non-Div Totals										\$191,980.96
Department 000 - Non-Dept Totals										\$191,980.96
Fund 422 - Capital Projects - Measure X Totals										\$191,980.96



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 460 - Airport Capital Projects										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11489 - Wallace Group, Inc.	57503	Airport Project Maintenance	Paid by Check # 101007		10/07/2022	10/11/2022	10/11/2022		10/14/2022	228.00
		Account 6300.570 - Prof Svc Other						Invoice Transactions	1	\$228.00
		Sub-Division 00 - Non-Subdiv						Invoice Transactions	1	\$228.00
		Division 000 - Non-Div						Invoice Transactions	1	\$228.00
		Department 000 - Non-Dept						Invoice Transactions	1	\$228.00
		Fund 460 - Airport Capital Projects						Invoice Transactions	1	\$228.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 462 - City Capital Projects										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11266 - Verde Design, Inc.	2-2207300	Glorya Jean Tate Park Improvements Project	Paid by Check # 101005		09/28/2022	10/04/2022	10/04/2022		10/14/2022	27,381.70
11266 - Verde Design, Inc.	2-2121701	Dunes Park Development Project	Paid by Check # 101005		10/05/2022	10/07/2022	10/07/2022		10/14/2022	12,276.75
11757 - Big Sur Land Trust	CONS-1-2022	Imjin Parkway Mitigation Project	Paid by Check # 100970		10/06/2022	10/10/2022	10/10/2022		10/14/2022	1,000.00
10268 - Harris & Associates	54538	Imjin Parkway Improvement Plan Pre-Construction	Paid by Check # 100982		10/07/2022	10/06/2022	10/06/2022		10/14/2022	3,199.65
11266 - Verde Design, Inc.	5-2121700	Dunes Park Rough Grading Plan and Site Survey	Paid by Check # 101005		10/05/2022	10/06/2022	10/06/2022		10/14/2022	2,051.50
11489 - Wallace Group, Inc.	57464	Sea Haven City Park	Paid by Check # 101007		10/07/2022	10/10/2022	10/10/2022		10/14/2022	4,636.77
11489 - Wallace Group, Inc.	57465	MLK Sculpture CDs	Paid by Check # 101007		10/07/2022	10/10/2022	10/10/2022		10/14/2022	2,313.72
11489 - Wallace Group, Inc.	57440	Glorya Jean Tate Park Pump Track & Restroom	Paid by Check # 101007		10/07/2022	10/10/2022	10/10/2022		10/14/2022	5,485.09
11489 - Wallace Group, Inc.	57386	Improvements Airport Fuel Farm 110LL Tank	Paid by Check # 101007		10/07/2022	10/10/2022	10/10/2022		10/14/2022	5,217.00
11489 - Wallace Group, Inc.	57380	Replacement California Avenue Pedestrian Crossing	Paid by Check # 101007		10/07/2022	10/10/2022	10/10/2022		10/14/2022	6,776.75
Account 6300.570 - Prof Svc Other Totals										
Sub-Division 00 - Non-Subdiv Totals										
Division 000 - Non-Div Totals										
Department 000 - Non-Dept Totals										
Fund 462 - City Capital Projects Totals										
									Invoice Transactions 10	\$70,338.93
									Invoice Transactions 10	\$70,338.93
									Invoice Transactions 10	\$70,338.93
									Invoice Transactions 10	\$70,338.93
									Invoice Transactions 10	\$70,338.93



Accounts Payable by G/L Distribution Report

Payment Date Range 10/14/22 - 10/14/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11489 - Wallace Group, Inc.	57503	Airport Project Maintenance	Paid by Check # 101007		10/07/2022	10/11/2022	10/11/2022	10/14/2022	10/14/2022	7,231.50
Account 6300.570 - Prof Svc Other Totals										\$7,231.50
Account 6380.500 - Utilities Water & Sewer										
10432 - Monterey One Water - former MRWPCA	13-000161 093022	761 Neeson Rd 524	Paid by Check # 100989		09/30/2022	10/10/2022	10/10/2022	10/14/2022	10/14/2022	220.40
10432 - Monterey One Water - former MRWPCA	13-000152 093022	741 Neeson Rd 527	Paid by Check # 100989		09/30/2022	10/10/2022	10/10/2022	10/14/2022	10/14/2022	28.80
10432 - Monterey One Water - former MRWPCA	13-000148 093022	781 Neeson Rd 520	Paid by Check # 100989		09/30/2022	10/10/2022	10/10/2022	10/14/2022	10/14/2022	47.90
10432 - Monterey One Water - former MRWPCA	13-000149 093022	791 Neeson Rd	Paid by Check # 100989		09/30/2022	10/10/2022	10/10/2022	10/14/2022	10/14/2022	28.80
10432 - Monterey One Water - former MRWPCA	13-000153 093022	771 Neeson Rd 529	Paid by Check # 100989		09/30/2022	10/10/2022	10/10/2022	10/14/2022	10/14/2022	28.80
10432 - Monterey One Water - former MRWPCA	13-000157 093022	721 Neeson Rd 533	Paid by Check # 100989		09/30/2022	10/10/2022	10/10/2022	10/14/2022	10/14/2022	191.60
10432 - Monterey One Water - former MRWPCA	13-000158 093022	711 Neeson Rd 535	Paid by Check # 100989		09/30/2022	10/10/2022	10/10/2022	10/14/2022	10/14/2022	47.90
10432 - Monterey One Water - former MRWPCA	13-000144 093022	3200 Imjin Rd 507	Paid by Check # 100989		09/30/2022	10/10/2022	10/10/2022	10/14/2022	10/14/2022	65.59
10432 - Monterey One Water - former MRWPCA	13-000145 093022	3260 Imjin Rd 514	Paid by Check # 100989		09/30/2022	10/10/2022	10/10/2022	10/14/2022	10/14/2022	47.90
Account 6380.500 - Utilities Water & Sewer Totals										\$707.69
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	25783A-IN	Regular Ethanol	Paid by Check # 100988		09/24/2022	10/04/2022	10/04/2022	10/14/2022	10/14/2022	307.33
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals										\$307.33
Sub-Division 00 - Non-Subdiv Totals										\$8,246.52
Division 000 - Non-Div Totals										\$8,246.52
Department 000 - Non-Dept Totals										\$8,246.52
Fund 555 - Marina Airport Totals										\$8,246.52
Grand Totals										\$575,063.78



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Payment Date Range 10/14/22 - 10/14/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 758 - Successor Agency Oblig Retirement										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6650.001 - ROPS #1- Neeson Rd Tax Alloc Bond										
10593 - USDA Rural Development	11-02-22	Case #04-027-0942321991	Paid by Check # 98		10/03/2022	10/03/2022	10/03/2022	10/14/2022		37,599.99
Account 6650.001 - ROPS #1- Neeson Rd Tax Alloc Bond Totals										\$37,599.99
Account 6650.010 - ROPS #10-Financial, RE Advisory Svc										
10948 - Applied Best Practices	27305	MARINA:AB15139b	Paid by Check # 95		06/08/2022	10/05/2022	10/05/2022	10/14/2022		250.00
Account 6650.010 - ROPS #10-Financial, RE Advisory Svc Totals										\$250.00
Account 6650.019 - ROPS #19- Accounting Services										
10315 - Keyser Marston Associates	0037217	September Professional Service Fees	Paid by Check # 96		10/05/2022	10/05/2022	10/05/2022	10/14/2022		13,606.25
Account 6650.019 - ROPS #19- Accounting Services Totals										\$13,606.25
Account 6650.039 - ROPS #39-Bond Trustee Fees										
11250 - U.S. Bank	6674082	Trustee Fees-Series 2020A & 2020B	Paid by Check # 97		10/07/2022	10/07/2022	10/07/2022	10/14/2022		3,000.00
Account 6650.039 - ROPS #39-Bond Trustee Fees Totals										\$3,000.00
Sub-Division 00 - Non-Subdiv Totals										\$54,456.24
Division 000 - Non-Div Totals										\$54,456.24
Department 000 - Non-Dept Totals										\$54,456.24
Fund 758 - Successor Agency Oblig Retirement Totals										\$54,456.24
Grand Totals										\$54,456.24

CITY OF MARINA
HUMAN RESOURCES & RISK DEPARTMENT
211 Hillcrest Avenue
Marina, CA 93933
Phone: 831.884.1283
Fax: 831.384.0860



RECEIVED
10/10/22



CLAIM FORM

This form is provided pursuant to Government Code Section 910.4 and shall be used by any person presenting a claim to the City of Marina under Government Code Section 810 et seq., except as provided in Government Code Sections 905 and 905.1. If additional space is needed for any of the required information, please attach additional sheets and note your name, date of claim and City of Marina.

SECTION 1: CLAIMANT INFORMATION

Alison Bautista
Name of Claimant
[REDACTED] Telephone Number (include area code)
[REDACTED] Marina CA 93933
Mailing Address City CA Zip Code

SECTION 2: NOTICES

The person presenting this claim desires that notices be sent to the following address:

Alison Bautista
Name of Claimant
[REDACTED] Telephone Number (include area code)
[REDACTED] Marina CA 93933
Mailing Address City CA Zip Code

SECTION 3: CLAIM INFORMATION

Date of the occurrence/transaction which gave rise to the claim: Sept. 4, 2022
Month, Day & Year

Provide the location of the occurrence/transaction which gave rise to the claim. If applicable, include street address, city or county, highway number, mile post number and direction of travel.

Vista Del Canino close to corner of
Reservation (cross street) See attached photo

Explain the circumstances of the occurrence or transaction which gave rise to the claim. State all facts that support your claim against the City of Marina and why you believe the City of Marina is responsible for the alleged damage or injury.

I was crossing the street (Vista Del Canino) leaving the Farmers
market. I was tripped by the uneven crackline on
that street causing me to fall - I broke my Right knee cap + sprained left
wrist

Provide a general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim.

Due to my injury I am unable to work. I have a broken ^(R) knee with a
leg brace + have bi-weekly doctor visits with xrays being taken resulting
in copays + medical bills. Lost wages = placed out of work for 90 days
Future therapy/Rehab to be determined by doctor, as well as necessary office
See attached receipts already paid, last 2 office billing to be determined
visits.

Provide the name(s) of the City of Marina employee(s) causing the injury, damage or lost, if known.

N/A

Provide the amount claimed if said amount totals less than ten thousand dollars (\$10,000.00) as of the date presentation of the claim (including the estimated amount of any prospective injury, damage, or lost, insofar as it may be known at the time of the presentation of the claim), together with the basis of computation of the amount claim.

Amount Claimed: \$ 10,000

Basis for computation: Medical bills, office copays, physical therapy
lost wages for 3 months

If the amount claimed exceeds ten thousand dollars (\$10,000.00), do not provide the dollar amount of the claim. However, please indicate below whether the claim would be a limited civil case. A **Limited Civil Case** is one where the amount claimed does not exceed twenty-five thousand dollars (\$25,000.00). **Non-Limited Civil Case** is one where the amount may exceed twenty-five thousand dollars (\$25,000.00)

____ Limited Civil Case

____ Non-Limited Civil Case

SECTION 4: INSURANCE INFORMATION (OPTIONAL – MAY BE COMPLETE IF CLAIM INVOLVES A MOTOR VEHICLE)

Has a claim for the alleged damage/injury been filled or will it be filed with your insurance carrier?

☐ Yes (If marked, please provide information below.

☐ No

Name of Insurance Carrier

(_____)_____
Telephone Number (include area code)

Mailing Address

City

State

Zip Code

Policy Number:

Deductible: \$

Name of registered owner(s) of the vehicle:

Vehicle Make:

Model:

Year:

SECTION 5: REPRESENTATIVE INFORMATION (OPTIONAL – MAY BE COMPLETED IF FILED BY ATTORNEY OR REPRESENTATIVE)

Name of Attorney/Representative

(_____)_____
Telephone Number (include area code)

Mailing Address

City

State

Zip Code

Is the claim filed on behalf of minor? ☐ Yes ☐ No

If yes, please indicate:

Relationship to minor:

Minor's date of birth:
Month, Day & Year

SECTION 6: ADVISORY - CONDITION OF A FELONY

Section 72 of the Penal Code provides that "every person who, with intent to defraud, presents for allowance or for payment to any State Board or Officer, or to any county, town, city, district, ward, or village, board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony."

SECTION 7: CLAIMANT'S SIGNATURE (OR REPRESENTATIVE)

Signature of Claimant or Claimant's Attorney /Representative

10-10-22
Date

SECTION 8: SUBMISSION OF CLAIM FORM

Completed claim forms must be submitted by personal delivery or by United States mail, postage paid, to the following address:

**City of Marina
Attention: Risk Management Department
211 Hillcrest Avenue
Marina, CA 93933**

This form must be completed in detail and provide pertinent information required to process the claim and avoid delays. Missing and incomplete information is necessary in order to advance your claim through the City's claims handling process in a timely manner.

You will receive a notification from Marina's Risk Manager regarding the initial handling of your claim. The Risk Management Department will provide a copy of your claim to the Claims Adjuster at MBASIA (Monterey Bay Area Self Insurance Authority), the City's Risk Management Authority. The Claims Adjuster will also notify you that your claim has been received and is being investigated. You may contact the Claims Adjuster, NAME, directly at PHONE NUMBER after you are notified your claim was received in that office.

Vista Del Camino Rd

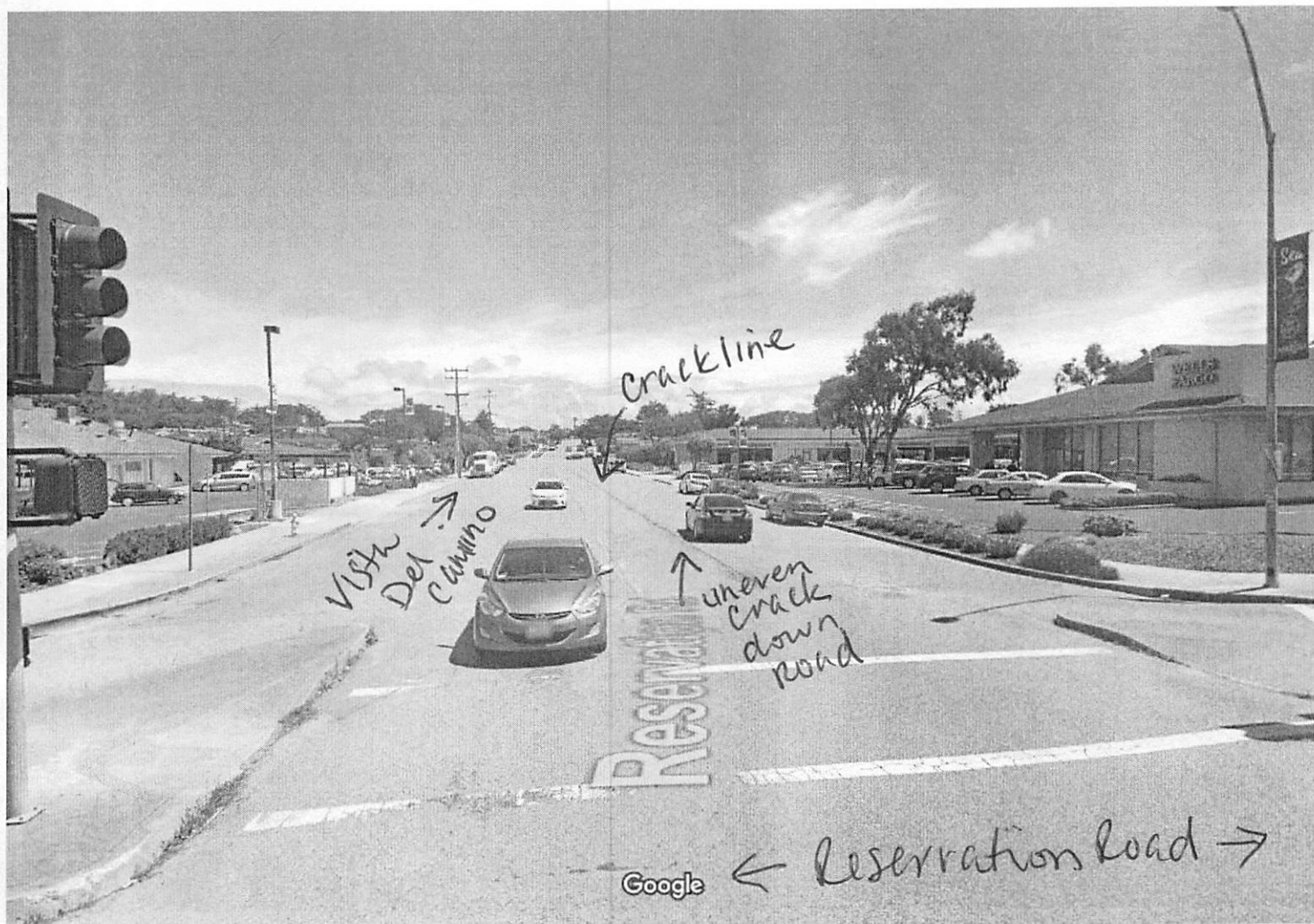
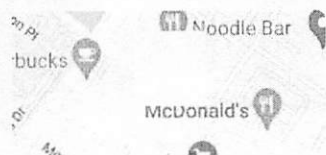


Image capture: May 2019 © 2022 Google

Marina, California

Google

Street View - May 2019



Monterey Spine & Joint PC
12 Upper Ragsdale Drive
Monterey, CA 93940
831-648-7265

Receipt
Patient Copy

BILLED TO

9/5/2022 4:08 PM

ALISON BAUTISTA

Visa - X

PATIENT

Alison Bautista

Reference # 79109514

Location ID: 08764981 / Auth Code: 060819

Type: Sale (Approved)

ITEM

TOTAL

Transaction Amount

\$95.00

Monterey Spine & Joint PC
12 Upper Ragsdale
Monterey, CA 93940
831-648-7200

Receipt
Patient Copy

BILLED TO

9/19/2022 8:34 AM

ALISON A BAUTISTA

Visa - X

PATIENT

Reference # 79859956

Alison Bautista

Location ID: 0428527 / Auth Code: 093411

Type: Sale (Approved)

TOTAL

TOTAL

Transaction Amount

\$95.00

Monterey Spine & Joint PC
12 Upper Ragsdale
Monterey, CA 93940
831-648-7200

Receipt
Patient Copy

BILLED TO

10/1/2022 11:09 AM

APPLE PAY

Visa - [REDACTED]

PATIENT

Reference # 80554649

Alison Bautista

Location ID: 0428527 / Auth Code: 080914

Type: Sale (Approved)

ITEM

TOTAL

Transaction Amount

\$111.70

Monterey Spine & Joint PC
12 Upper Ragsdale
Monterey, CA 93940
831-648-7200

Receipt
Patient Copy

BILLED TO

10/3/2022 10:24 AM

ALISON A BAUTISTA

Visa - X

PATIENT

Reference # 80623476

Alison Bautista

Location ID: 0428527 / Auth Code: 022413

Type: Sale (Approved)

ITEM

TOTAL

Transaction Amount

\$95.00

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 18, 2022

CITY COUNCIL CONSIDER ADOPTING RESOLUTION 2022-, RECOGNIZING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL OF THE CITY OF MARINA AND ITS CONSTITUENT BODIES FOR THE PERIOD OCTOBER 21, 2022, THROUGH NOVEMBER 19, 2022, PURSUANT TO BROWN ACT PROVISIONS.

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2022-, regarding the Ralph M. Brown Act (California Government Code §§54950-54963, hereinafter the “Brown Act”) making certain findings; and authorizing the City to continue to implement remote teleconferenced public meetings of the City Council and its constituent bodies for the period October 21, 2022, through November 19, 2022.

BACKGROUND:

Government Code §54953(e) allows cities to continue to meet remotely during states of emergency proclaimed by the Governor under modified Brown Act requirements that are similar to but not identical to the rules and procedures established by the prior Executive Orders of Governor Newsom relating to the relaxation of certain Brown Act requirements during the COVID-19 pandemic.

Government Code §54953(e) authorizes local agencies to use teleconferencing without complying with teleconferencing requirement imposed by the Brown Act during a declared state of emergency when state or local health officials have imposed or recommended measures to promote social distancing during the proclaimed state of emergency or when the legislative body had determined by majority vote that meeting in person would present imminent risks to the health or safety of attendees.

At a special meeting held on October 5, 2021, the City Council adopted Resolution 2021-104 regarding the Brown Act making certain findings, and authorizing the City to implement remote teleconferenced public meetings of the City Council and its constituent bodies might be held without compliance with Government Code §54953(b)(3) for the period October 5, 2021 through November 4, 2021; subsequently on November 2, 2021, the Council adopted Resolution 2021-113 extending that period until December 2, 2021; on November 16, 2021, the Council adopted Resolution 2021-118 extending that period until December 16, 2021; on December 14, 2021, the Council adopted Resolution 2021-134 extending that period until January 13, 2022; and on January 11, 2022, the Council adopted Resolution 2022-02 extending that period to February 10, 2022; and on February 1, 2022, the Council adopted Resolution No. 2022-13, extending that period until March 3, 2022; on March 1, 2022 Council adopted Resolution No. 2022-32, extending that period to March 31, 2022, on March 15, 2022 Resolution 2022-34; April 19, 2022 Resolution No. 2022-48, and on May 17, 2022 adopted Resolution No. 2022-54; on June 21, 2022 Resolution No. 2022-78; on July 19, 2022, Resolution No. 2022-94 on August 16, 2022 Resolution No. 2022-105, on September 7, 2022 Resolution No. 2022-110, extending the period during which remote teleconferenced public meetings of the City Council and its constituent bodies might be held without compliance with Government Code §54953(b)(3) to October 20, 2022.

ANALYSIS:

On June 11, 2021, Governor Newsom issued Executive Order N-08-21 which among other things rescinded his prior Executive Order N-29-20 and set the date of October 1, 2021, for public agencies to transition back to public meetings held in full compliance with the Brown Act.

As the Delta variants surged in California, the legislature took action to extend the COVID-19 exemptions to the Brown Act's teleconference requirements, subject to some additional requirements. California and Monterey County are presently continuing to experience cases of the rapidly-spreading Omicron variant. Assembly Bill 361 amended Government Code §54953 and allowed a local agency to use teleconferencing in any of the following circumstances without complying with certain Brown Act provisions:

1. The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote taken at a meeting held for the purpose described in 2 above, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

A local agency that holds a meeting under any of these circumstances would be required to follow certain requirements listed in the attached Resolution, in addition to giving notice of the meeting and posting agendas as required under the Brown Act. These additional requirements are intended to protect the public's right to participate in the meetings of local agency legislative bodies. The City of Marina adheres to the listed requirements.

Government Code §54953(e)(3) provides that if the state of emergency remains active for more than 30 days, a local agency must make the following findings by majority vote every 30 days to continue using the exemption to the Brown Act teleconferencing requirements:

- The legislative body has reconsidered the circumstances of the emergency; and
- Either of the following circumstances exist: the state of emergency continue to directly impact the ability of members to meet safely in person or State or local officials continue to impose or recommend social distancing measures.

The goal of Government Code §54953 as revised by AB 361 is to improve and enhance public access to local agency meetings during the COVID-19 pandemic and future applicable emergencies by allowing broader access through teleconferencing options. The current version of Government Code §54953 became effective on September 16, 2021, with a sunset of the present version on January 1, 2024.

FISCAL IMPACT:

None identified.

CONCLUSION:

This request is submitted for City Council consideration and possible adoption of a resolution proclaiming a local emergency persists, re-ratifying the proclamation of a state of emergency by Governor Newsom on March 4, 2020, and re-authorizing remote teleconference meetings of the City Council of the City of Marina and its constituent bodies for the period October 21, 2022, through November 19, 2022, pursuant to Brown Act provisions.

Respectfully submitted,

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA RECOGNIZING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL OF THE CITY OF MARINA AND ITS CONSTITUENT BODIES FOR THE PERIOD OCTOBER 21, 2022, THROUGH NOVEMBER 19, 2022, PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the City of Marina is committed to preserving and nurturing public access and participation in meetings of the City Council and its constituent bodies; and

WHEREAS, all meetings of City of Marina's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City's boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the City Council previously adopted Resolution No. 2021- 104 on October 5, 2021, Resolution 2021-113 on November 2, 2021, Resolution 2021-118 on November 16, 2021, Resolution 2021-134 on December 14, 2021, Resolution 2022-02 on January 11, 2022, Resolution 2022-13 on February 1, 2022, Resolution No. 2022-13 on March 1, 2022, Resolution 2022-32, on March 15, 2022 Resolution 2022-34; April 19, 2022 Resolution No. 2022-48, and on May 17, 2022 Resolution No. 2022-54; on June 21, 2022 Resolution No. 2022-78; on July 19, 2022 Resolution No. 2022-94; on August 16, 2022, Resolution No. 2022-105; on September 7, 2022 Resolution No. 2022-110, extending the period during which remote teleconferenced public meetings of the City Council and its constituent bodies might be held without compliance with Government Code §54953(b)(3) to October 20, 2022; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the City Council must reconsider the circumstances of the state of emergency that exists in the City, and the City Council has done so; and

WHEREAS, emergency conditions persist in the City, specifically, the March 4, 2020, proclamation by the Governor of a state of emergency in the State of California due to COVID-19 and the March 13, 2020, proclamation of a state of emergency in the City of Marina by the City Manager, as the City's Director of Emergency Services, due to COVID-19 which was subsequently ratified by the City Council on March 17, 2020, and after having been supplemented twice, and both proclamations of states of emergency remain in effect; and

WHEREAS, on September 22, 2021, the County of Monterey Health Department issued a Recommendation Regarding Social Distancing Including Remote Meetings of Legislative Bodies, attached hereto as **Attachment 1**; and

WHEREAS, the City Council does hereby find that California and Monterey County are presently continuing to experience cases of the rapidly-spreading COVID-19 Omicron variant and as of June 13, 2022, the federal Centers for Disease Control and Prevention rated the risk level for community transmission of COVID-19 in Monterey County as medium with a case rate of 29.9 individuals per 100,000 persons, as of June 13, 2022, a total of 750 persons have died of COVID-19 and 367 persons are reported as new cases currently suffering from COVID-19 with 27 persons reported hospitalized in Monterey County by the County Health Department; this situation has and will continue to cause, conditions of peril to the safety of persons within the City that are likely to be beyond the control of services, personnel, equipment, and facilities of the City, and desires to recognize and affirm a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California and to recognize the County of Monterey Health Department's recommendation regarding social distancing; and

WHEREAS, as a consequence of the local emergency persisting, the City Council does hereby find that the City Council and its constituent bodies shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the City of Marina will continue to implement the following measures for meetings of its City Council and its constituent bodies:

- Allow the public to access the meeting and require that the agenda provide an opportunity for the public to directly address the legislative body pursuant to the Brown Act's other teleconferencing provisions.
- In each instance when the local agency provides notice of the teleconferenced meeting or posts its agenda, give notice for how the public can access the meeting and provide public comment.
- Identify and include in the agenda an opportunity for all persons to attend via a call-in or an internet-based service option; the legislative body need not provide a physical location for the public to attend or provide comments.
- Conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the public.
- Stop the meeting until public access is restored in the event of a service disruption that either prevents the local agency from broadcasting the meeting to the public using the call-in or internet-based service option or is within the local agency's control and prevents the public from submitting public comments (any action taken during such a service disruption could be challenged under the Brown Act's existing challenger provisions).

- Not require comments be submitted in advance (though the legislative body may provide that as an option) and provide the opportunity to comment in real time.
- Provide adequate time for public comment, either by establishing a timed public comment period or by allowing a reasonable amount of time to comment.
- If the legislative body uses a third-party website or platform to host the teleconference, and the third-party service requires users to register to participate, the legislative body must provide adequate time during the comment period for users to register and may not close the registration comment period until the comment period has elapsed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARINA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The City Council hereby reconsiders the conditions of the state of emergency in the City and proclaims that a local emergency persists throughout the City, and:

(a) On September 22, 2021, the County of Monterey Health Department issued a Recommendation Regarding Social Distancing Including Remote Meetings of Legislative Bodies; and

(b) California and Monterey County are presently continuing to experience cases of the rapidly-spreading COVID-19 Omicron variant and as of June 13, 2022, the federal Centers for Disease Control and Prevention rated the risk level for community transmission of COVID-19 in Monterey County as medium with a case rate of 29.9 individuals per 100,000 persons, as of June 13, 2022, a total of 750 persons have died of COVID-19 and 367 persons are reported as new cases currently suffering from COVID-19 with 27 persons reported hospitalized in Monterey County by the County Health Department; and this has caused, and will continue to cause, conditions of peril to the safety of persons within the City that are likely to be beyond the control of services, personnel, equipment, and facilities of the City.

Section 3. Re-ratification of Governor's Proclamation of a State of Emergency. The City Council hereby reconsiders and re-ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The City Manager and legislative bodies of the City of Marina, the City Council and its constituent bodies, are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect on immediately upon its adoption and shall be effective until the earlier of (i) November 19, 2022, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the City Council of the City of Marina and its constituent bodies may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held this 18th day of October 2022, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk



COUNTY OF MONTEREY HEALTH DEPARTMENT

Elsa Mendoza Jimenez, Director of Health

Administration Animal Services Behavioral Health Clinic Services
Emergency Medical Services Environmental Health Public Administrator/Public Guardian Public Health

Recommendation Regarding Social Distancing Including Remote Meetings of Legislative Bodies

Issued: September 22, 2021

The Monterey County Health Department continues to recommend that physical and social distancing strategies be practiced in Monterey County, which includes remote meetings of legislative bodies of local agencies, to the extent possible.

Monterey County continues to experience transmission of COVID-19 locally. Physical and social distancing is still an effective measure to reduce the spread of COVID-19, especially when combined with use of face coverings, frequent hand washing, staying home when ill, testing, and vaccination with U.S. Food and Drug Administration approved or authorized COVID-19 vaccines.

Remote meetings of legislative bodies allow for the virtual participation of agency staff, presenters, and community members in safer environments, with less risk of exposure to SARS-CoV-2, the virus that causes COVID-19.

The Monterey County Health Officer will continue to monitor local metrics and the necessity of this recommendation.

October 10, 2022

Item No. **8f(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 7, 2022

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-
APPROVING THE SALARY RANGE ADJUSTMENT FOR SENIOR
BUILDING INSPECTOR AND AUTHORIZE THE FINANCE DIRECTOR
TO MAKE APPROPRIATE BUDGETARY AMENDMENTS TO BUDGET**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2022- approving the salary range adjustment for Senior Building Inspector and
2. Authorize Finance Director to make appropriate budgetary amendments.

BACKGROUND

The city has a Classification and Compensation Plan that establishes salary ranges and salary steps or rates of pay for each classification in the city. The purpose of the Compensation Plan is to provide equitable and competitive compensation for all employees in accordance with approved compensation policies and practices.

In order to attract and retain qualified personnel at all levels of the organization and to motivate a high performing workforce, the City of Marina establishes and maintains fair, uniform, and competitive salary ranges. These ranges are consistent with the economic constraint of the City and the labor market in which we compete while also retaining internal equity with other classification. In establishing salary ranges, the City generally targets at being in the middle of our competitive job market. The City's competitive labor market area includes but is not necessarily limited to the following cities: Seaside, Salinas, Monterey, Pacific Grove, Hollister, Gilroy, San Luis Obispo, Watsonville and Santa Cruz.

ANALYSIS

The City's current Classification Plan includes the position of a Senior Building Inspector. However, this position has not been funded and has been vacant for a while. In the recently adopted 2021-2022 Budget, the City Council approved funding for the Senior Building Inspector position.

Since the position has been vacant for a while, the Senior Building Inspector classification has not been surveyed as part of the normal salary surveys that are conducted regularly. Before recruiting for this position, the City has conducted a salary survey and determined that the Senior Building Inspector positions needs to be increased by 3.5% to move it towards the middle of our competitive job market.

The following table summarizes the proposed salary range adjustments that are proposed for the position

Classification	Annual Current Salary Range	Annual Proposed Salary Range
Senior Building Inspector	\$74,950-\$91,102	\$77,521-\$94,227

FISCAL IMPACT

The proposed Senior Building Inspector salary range adjustment can be funded within the existing approved budget.

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING THE SALARY RANGE ADJUSTMENT FOR SENIOR BUILDING
INSPECTOR AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE
APPROPRIATE BUDGETARY AMENDMENTS TO BUDGET

WHEREAS, in the 2021-2022 fiscal year budget, the City Council approved the funding for the Classification of Senior Building Inspector; and

WHEREAS, the City's Personnel Manual under Section 8 Compensation and Salary Administration provides for the establishment of a Classification Plan and a Compensation Plan; and

WHEREAS, the Compensation Plan establishes the salary range and salary steps or rates of pay for each classification in the City. The purpose of the Compensation Plan is to provide equitable and competitive compensation for all employees in accordance with approved compensation policies and practices. The Personnel Officer shall administer the compensation plan for all city employees, except for the City Manager which is administered by the City Council. If a salary review indicates that there should be adjustments in the Compensation Plan, the Personnel Officer shall make appropriate recommendations to the City Council; and

WHEREAS, the proposed salary adjustment will change the annual salary range as demonstrated in the table below:

Classification	Annual Current Salary Range	Annual Proposed Salary Range
Senior Building Inspector	\$74,950-\$91,102	\$77,521-\$94,227

WHEREAS, the fiscal impact of the proposed change is approximately \$122,000 annually for in additional salary and employer benefit costs.

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

1. Adopting Resolution No. 2022- approving the salary range adjustment for Senior Building Inspector.
2. Authorize Finance Director to make appropriate budgetary amendments.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on this 18th day of October 2022 by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

October 11, 2022

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 18, 2022

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-
AUTHORIZING STAFF TO ENTER INTO AN AGREEMENT ON BEHALF OF
THE CITY OF MARINA WITH BIRD, INC. NECESSARY TO ALLOW
SCOOTERS TO BE USED WITHIN THE JURISDICTION AND TO EXECUTE
AN ENCROACHMENT PERMIT.**

REQUEST

It is requested that City Council consider

1. Adopting Resolution No. 2022- authorizing staff to work with Bird, Inc. to implement the deployment and authorize the City Manager to execute a Shared Mobility Agreement, an encroachment permit with a fee agreement, and amendments necessary to implement a Shared Mobility Device Services program in Marina.

BACKGROUND

On February 11, 2022, the Bird Rides, Inc. (the “Company”) contacted City of Marina (“City”) Staff regarding bringing electric scooters to Marina.

On August 26, 2022, Bird notified the City that they reached a tentative agreement to bring electric scooters to California State University Monterey Bay (CSUMB).

The City Council is asked to approve the City Manager to sign a Shared Mobility Device Service agreement with Bird Rides, Inc (“**EXHIBIT A**”) with an encroachment permit with a fee agreement to be executed by Public Works Director or their designee.

ANALYSIS

The Company is proposing to bring stand-up electric scooters to the City of Marina. Multiple attempts to bring stand-alone electric scooters to the City of Marina and CSUMB have not been successful. One of the key differences that Bird believes that this deployment will be successful is that they are waiting to deploy scooters in either location until both agencies have reached an agreement. This is advantageous for the City, because it will create another form of transportation between the campus and the City of Marina.

Another important aspect of the agreement is that the fleet will be managed by a fleet manager who is responsible for maintaining and managing the fleet of scooters within the City. The fleet manager will be picking them up, charging and repairing them and then putting them back in strategic locations. During business hours (8:00 am to 6:00 pm) the fleet manager will have a minimum four (4) hour response time for calls for service and City Staff can escalate that for high priority issues to a two (2) hour response. For any issues that are not addressed within the response time, City staff’s time will be covered by an Encroachment Permit.

The consulting Attorney for this project is previous City Attorney Robert Rathie. He has been involved in the details of the contract language including ensuring that the indemnification agreement and the insurance coverage are sufficient for the City of Marina. Under Assembly Bill (AB) 1286 (September 2020), required insurance coverage for shared mobility devices to operate in cities is set to a minimum of one million dollars (\$1,000,000) for each occurrence and not less than five million dollars (\$5,000,000) aggregate for all occurrences. In negotiating the contract, the Company agreed to Robert’s proposal to bring this up to two million dollars (\$2,000,000) for each occurrence, five million dollars (\$5,000,000) aggregate and to include five million dollars (\$5,000,000) umbrella insurance.

Further, Robert consulted with Monterey Bay Area Self Insurance Authority (MBASIA) regarding the insurance amount and our consultant agreed that the insurance amount that the Company has agreed to provide is sufficient.

Shared mobility devices such as these electric scooters help with last mile transportation for citizens who use public transportation, and they will help cut down on carbon emissions within the city. Further, alternative transportation modes such as these will benefit the City for Planning Projects to prove we are working on reducing Vehicle Miles Travelled (VMT).

FISCAL IMPACT

If the resolution is adopted, then the City shall enter into a fee agreement with the Company that will result in all staff time to be 100% cost recovery as required in Marina Municipal Code Chapter 3.24.

ENVIRONMENTAL DETERMINATION

The City of Marina determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CCR, Title 14, Chapter 3 (“CEQA Guidelines), Article 20, Section 15378).

CONCLUSION:

This request is submitted for City Council discussion and possible action.

Respectfully submitted,

Nicholas McIlroy
Associate Planner
Community Development Department
City of Marina

REVIEWED/CONCUR:

Guido F. Persicone, AICP
Community Development Director
Community Development Department
City of Marina

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING STAFF TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF MARINA WITH BIRD, INC. NECESSARY TO ALLOW SCOOTERS TO BE USED WITHIN THE JURISDICTION AND TO EXECUTE AN ENCROACHMENT PERMIT.

WHEREAS, on February 11, 2022, the Bird Rides, Inc. (the “Company”) contacted City of Marina (“City”) Staff regarding bringing electric scooters to Marina.

WHEREAS, on August 26, 2022, Bird notified the City that they reached a tentative agreement to bring electric scooters to California State University Monterey Bay (CSUMB).

WHEREAS the City Council approves the City Manager to sign a Shared Mobility Device Service agreement with Bird Rides, Inc (“**EXHIBIT A**” to the resolution), an encroachment permit with a fee agreement, and amendments necessary to implement a Shared Mobility Device Services program in Marina.

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

1. Directs City of Marina staff to enter into a Shared Mobility Device Service agreement on behalf of the City of Marina with Bird Rides, Inc (“**EXHIBIT A**”); and
2. Authorizes the City Manager to execute, in the name of the City of Marina, all necessary applications, contracts and agreements and amendments thereto to implement and carry out the shared mobility agreement attached hereto, and any encroachment permit required through approval of the agreement.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 18th day of October 2022, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

**SHARED MOBILITY DEVICE SERVICES BETWEEN
THE CITY OF MARINA AND BIRD**

The Shared Mobility Device Services Agreement (“Agreement”) is made on _____, 2022, by and between the CITY OF MARINA, a municipal corporation (“City”) located at 211 Hillcrest Avenue Marina, CA (the “City”) and BIRD RIDES, Inc., located at 406 Broadway #369 Santa Monica, CA 90401 (the “Company”) to provide services under the following terms and limitations. This agreement shall remain in effect for 12 months and may be renewed unless either party provides written notice to the other of its intention not to renew at least ninety (90) days prior to the end of the then-current term, or unless terminated as set forth below. City and Company are sometimes referred to in the singular as a “Party” and jointly as the “Parties.”

RECITALS

1. City seeks by this Agreement to implement a 12-month pilot program for a dockless stand-up electric scooter sharing systems program.
2. Company proposes to operate a shared mobility program within the City.
3. Company will abide by all City ordinances and rules governing the use of public right-of-way to provide efficient and effective electric scooter sharing systems.
4. Company will provide electric scooter sharing systems, which collectively will be referred to as the "fleet".
5. All Company fleet devices have GPS, 3G, and self-locking technology, such that the electric-assist scooters may be locked and tracked and opened by users with a phone application.

In consideration of the mutual covenants and representations set forth in this Agreement, City and Company hereby agree to launch an electric scooter sharing system program, with renewals every 12 months.

AGREEMENT

- 1) **Scope:** This Agreement and its terms apply to any proposed deployment of Stand-up electric scooter sharing systems within City jurisdictional boundaries. The City agrees that Company may utilize the City Right of Way to provide shared mobility services within the City. The term Right of Way ("ROW") refers to public sidewalks, public roads, other public pathways, City-owned parking lots, and parks owned and maintained by the City for a term of up to twelve (12) months, which may be amended or extended in writing, by mutual agreement to address any issues and modifications raised during the pilot term. This is a non-exclusive agreement and City reserves the right to issue business licenses and to enter into similar agreements in furtherance of implementation of a pilot program for dockless shared mobility devices to other businesses providing shared mobility devices during the term of this Agreement.

- 2) Both parties agree to meet after three (3) months to meet and review the operating agreement between the City, and the Company. At this time, the City can bring up any issues that need to be addressed and the City and the Company can add an addendum to the Agreement as needed.
- 3) Except as otherwise provided herein, City shall regulate the operation of Stand-up electric scooters in a manner no more restrictive than City's regulation of bicycles. Stand-up electric scooters are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters shall be 18 years of age or older. Users of Stand-up electric scooters who violate these provisions may be fined by City consistent with fines for cyclists.
- 4) Use of City ROW. City authorizes the Company to use the public ROW solely for the purposes of maintaining and offering its stand-up scooter fleet for a shared mobility program within the City. Authority to utilize the City ROW for this fleet is dependent on the Company's compliance with all terms of this Agreement, the California Vehicle Code, and the City's Municipal Code. The rights described in this Agreement do not constitute a lease or an easement and shall not transfer any real property interest in City property.
 - a. This Agreement only applies to operations within the City of Marina ROW as defined herein. Additional operational areas may be established, for example, locations on private properties and transit stations. Prior written consent of the property owner shall be obtained by the Company.
- 5) Permitted Use. Company may use the ROW for parking of the fleet that is owned and maintained by Company for use in the shared mobility program. For purposes of this Agreement, the term ROW refers to hard-surfaced areas owned and maintained by the City. Company shall not place or attach any personal property, fixtures, or structures to ROW without the prior written consent of City.
 - a. It is Company's duty under this Agreement to ensure that use of the ROW and Company's operations within the City shall not: a) adversely affect ROW or the City's streets, or sidewalks; and b) adversely affect the property of any third parties located within the ROW; and c) impede or inhibit pedestrian movement or accessibility within the public way or along other property or rights-of way owned or controlled by the City; or d) create conditions which are a threat to public safety and security.
 - b. Upon termination of this Agreement by either Party, Company shall, at its sole cost and expense, immediately remove its fleet and any other property from the City ROW.

- 6) Fleet. The fleet provided by Company shall meet all applicable safety standards and requirements in the California Vehicle Code, including lights and reflectors, and be well-maintained and in good and safe riding condition.
 - a. A maximum of 100 deployed and properly maintained electric scooters should be in service in any calendar month. At the discretion of the City, the maximum number of deployed devices may be dynamically managed. The goal of the fleet shall be to average 2 rides per vehicle over a 30-day period. The maximum number of deployed shared mobility devices can be increased or decreased with prior notice to the City based upon the last 30-days' data demonstrating fleet performance against this average 2 riders per day standard. To increase the fleet above 100 devices, the previous 30-day period must demonstrate a minimum average usage of 2 rides per day.
- 7) Fees. Company, and all independent contractors (Fleet Managers) working for Company in the City of Marina, shall submit to the City the applicable business licensing fees as set forth in Chapter 5.20 of the City of Marina Municipal Code.
- 8) Administrative Cost Recovery. This Agreement is contingent upon an active encroachment permit being obtained, and maintained in good standing at all times, by the Company from the City's Public Works Department. This must be renewed on a regular basis as agreed upon with the Director of Public Works. Company will remit payment based on the average number of deployed vehicles in the public right of way over a time. This cost recovery is intended to fully reimburse ongoing City administration costs of implementing and enforcing this Agreement.
- 9) Fleet Parking. Company and the City may collaboratively identify designated parking areas to station fleet devices and corral and rebalance the fleet as needed. Company and the City may pre-designate fleet parking zones for staging the fleet for public use ("Home Zones"). The Home Zones will be identified on the up-to-date application map maintained by Company and available for viewing by the City at all times. The City will work in good faith with Company to determine and locate stations so as to be convenient for public access. Fleet may only be parked in a legal manner in the ROW by individuals participating in the shared mobility program. Electric scooters parked on private property will be allowed at the discretion of the private property owner but may be subject to approval of the City's Community Development Department. Company will actively manage its fleet to ensure orderly parking and the free and unobstructed use of the ROW.
 - a. Stand up electric scooters in the fleet shall be restricted to the following parking zones on the ROW:
 - i. Fleet can only be parked on hard surfaces (e.g. concrete, asphalt, compacted soil)

- and shall stand upright when parked.
 - ii. Fleet shall not be parked in zones adjacent to or in any way blocking loading zones, passenger loading zones, disabled parking zones, automobile street parking spaces, curb ramps, entryways, driveways, and street furniture and pathways that require pedestrian access (e.g. benches, play structures).
 - iii. Shared mobility devices shall not be deployed or parked at the corners of sidewalks nor within any crosswalk, curb ramp, or within a feature that serves as an accessible element such as landings, areas of refuge, detectable warning surfaces, bus bench access, bus stop access, or any other physical feature that may be require for mobility. Devices shall not be deployed or parked within 5 feet of a street corner pedestrian ramp.
 - iv. Shared mobility devices parked in residential areas that do not impede pedestrian travel will be allowed to remain in place.
 - b. Company shall inform users of devices and its Fleet Managers responsible for deploying its fleet as to how to park or deploy the fleet correctly. Company shall inform the City as to how it plans to incentivize device users and Fleet Managers responsible for deploying the fleet to park or deploy shared mobility devices safety and correctly. Company will be responsible for payment of fees and disincentives for any scooters not parked in accordance with Section 9.a. above.
 - c. Company shall require shared mobility device users to take and submit a photo of the parked device via the mobile application at the end of a ride. Company shall monitor the submitted photos and take prompt actions to address shared mobility device parking violations.
- 10) Maintenance and Care of ROW. Company expressly agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of Company's use of ROW. Should Company fail to repair, replace, or otherwise restore such real or personal property, Company expressly agrees to pay City's costs, including reasonable administrative fees, in making such repairs, replacements, or restorations.
- 11) Company shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.
- 12) Safety Education and Customer Communication. Company shall provide education to stand-up electric scooter riders on the City's existing rules and regulations, safe and courteous riding, and proper parking. Company shall:
- Educate users regarding laws applicable to riding and operating stand up electric scooters including wearing a helmet as necessary.
 - Notify customers that rider shall yield to pedestrians on sidewalks.

- Instruct customers on how to park fleet devices legally and properly.
- Make available parking instruction materials that will be available on the fleet, the app and as outreach materials for distribution.
- Provide a mechanism for customers to easily and quickly notify the company of any problems with the stand-up electronic scooters, including providing a phone number clearly posted on all fleet and available on the mobile application and website.
- Maintain a customer service phone number for customers to report safety concerns, complaints, or ask questions. This service phone number must be posted on all deployed fleet and on website and mobile application.
- Will be responsible and accountable for any fleet safety equipment distributed to users, such as helmets and other accessories.
- Engage with California State University at Monterey Bay, and possibly other schools, districts and institutions on fleet device safety.

13) Data Sharing and Required Reports. Company will provide data to City as necessary to assist with monitoring program usage. Company shall provide City staff access to, and maintain, a real time dashboard that monitors the fleet. Company shall ensure the dashboard has the capability of providing monthly reports to the City concerning utilization of the fleet and the fleet route usage and shall cooperate with the City in the collection and analysis of aggregated data concerning its operations. Said dashboard shall provide the following real-time data at a minimum.

- Heat map of rider usage;
- Total number of rides per day per device;
- Total riders, including unique riders;
- Average trip time;
- Average trip distance;
- Peak hours of use; and
- Fleet distribution and in service.

In addition to the dashboard data, Company shall also provide quarterly reports that provide the following information at a minimum.

- Total number of reported complaints and damage and response time; and
- Number of outreach and safety activities in Marina.

Reports shall be public records as defined in the California Public Records Act.

14) Fines and Penalties. Company shall be responsible for administrative fines assessed pursuant to Chapter 1.12 of the City of Marina Municipal Code because of Company devices being deployed by its representatives or parked by its users in the ROW in manner

that is inconsistent with the parking requirements of item 9.a. Should a shared mobility device not be relocated, re-parked, rebalanced or removed within the Response Time listed below, the device may be impounded by the City or its agents and taken to a City facility for storage at the expense of the Company.

- 15) Response Time. Company agrees to a minimum four (4) hour response time for standard calls for service from the City or the community within business hours defined as 8:00 AM to 6:00 PM. The City staff shall have the ability to report high priority issues with a minimum two (2) hour response time within business hours.
- 16) Compliance with All Laws. Company at its own cost and expense must abide by all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of the ROW and the operation of this shared mobility pilot program, including but not limited to laws governing operation of electric scooters. If any license, permit, or other governmental authorization is required for Company's lawful use or occupancy of ROW or any portion thereof, Company shall procure and maintain such license, permit and/or governmental authorization at or prior to the inception and throughout the term of this Agreement.
- 17) Indemnification:
 - a. Company and City agree that the City, its Council, boards and commissions, officers, employees, agents, and volunteers should, to the extent permitted by applicable law in effect on or validly retroactive to the date first written above, be fully protected from any loss, injury, damage, claim, lawsuits, cost, expense, attorney's fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the activities authorized by this Agreement including, but not limited to, Company's use of facilities or equipment provided by the City or others and claims brought by customers of Company, regardless of the negligence of and regardless of whether liability without fault is imposed or sought to be imposed on the City, whether arising directly or indirectly, arising out of or connected in any way with the shared mobility device program or services provided for herein by the Company (including its officers, managers, employees, agents and volunteers). Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Company acknowledges that City would not enter this Agreement in the absence of the commitment from Company to indemnify and protect City as set forth herein.

To the full extent permitted by law, Company shall defend, indemnify, and hold harmless City, its Council, boards and commissions, officers, employees, agents, and volunteers from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees, infringement of patent, copyright or any other proprietary right or trademark, and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a

consequence of, or arising out of or in any way attributable actually, allegedly, or impliedly, in whole or in part, to the activities associated with this Agreement including any bodily injury including death or damage to property arising out of or in connection with any use, misuse, placement or misplacement, including but not limited to placement or misplacement resulting in alleged violations of the Americans with Disabilities Act (ADA), of Company's devices, property or equipment by any person. All obligations under this provision are to be paid by the Company as they are incurred by the City.

Without affecting the rights of the City under any provision of law, this Agreement, or this section Company shall not be required to indemnify and hold harmless City for liability as set forth above to the extent that loss, damage, injury, or liability results from the gross negligence or willful misconduct of City, its Council, boards and commissions, officers employees, agents and volunteers and is not contributed to by any act of or by any omission of Company including its officers, managers, employees, agents and volunteers to perform some duty imposed by law or agreement on Company, provided the City's gross negligence or willful misconduct is determined by written agreement of the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been grossly negligent or to have engaged in willful misconduct and not in instances where Company (including its officers, managers, employees, agents, and volunteers) is solely or partially at fault and where City' is not grossly negligent or did not engage in willful misconduct. In those instances, the obligation of Company will be all inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

The obligations of Company under this or any other provision of this Agreement will not be limited by the insurance provisions of this Agreement or the provisions of any workers' compensation act or similar act. Company expressly waives its statutory immunity under such statutes or laws as to City, its Council, boards and commissions, officers, employees, agents, and volunteers.

Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Company and shall survive the termination of this Agreement or this section.

- b. If any action or proceeding is brought against any indemnified party by reason of any of the matters against which the Company has agreed to defend the indemnified party, as provided above, Company, upon notice from the City, shall have an independent obligation to immediately defend any indemnified Party at Company's expense by counsel reasonably acceptable to the City. An indemnified party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended.

- c. The review, acceptance or approval of the Company's work or services by any indemnified party shall not affect, relieve, or reduce the Company's indemnification or defense obligations.
- 18) Non-assignability. Both parties hereto recognize that this Agreement is for the personal services of Company or a wholly owned subsidiary of the Company and cannot be transferred, assigned, or subcontracted by Company without the prior written consent of City.
- 19) Waivers. The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a subsequent waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law. The subsequent acceptance by either party of any consideration which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.
- 20) Insurance. As a condition precedent to the effectiveness of this Agreement and without limiting Company's indemnification of the City, Company agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in **Exhibit "A"** "Insurance" attached hereto and made a part hereof.
- 21) Fleet Manager. The parties acknowledge that Company may subcontract with independent business logistics providers to facilitate local operations. The parties further acknowledge that Company may perform any or all the services contemplated hereunder, including the owning and/or operation of Stand-up electric scooters in City, through one or more of its wholly owned subsidiaries. Company's use of these logistics providers or performance through its wholly owned subsidiaries does not constitute a transfer or assignment of this Agreement, and Company remains responsible for all obligations and requirements under this Agreement. A physical inspection of the home or base of operations of the Fleet Manager's area for charging scooters will be required if the fleet is located within the City of Marina. This inspection will be required for all new Fleet Managers as part of their Business License application.
- 22) Attorney Fees. In the event it should become necessary for either party to enforce or interpret any of the terms and conditions of this Agreement by means of court action or administrative enforcement the laws of the State of California shall govern the interpretation of the terms and conditions of this Agreement and such action shall be brought in a court of proper jurisdiction in Monterey County, the prevailing party, in addition to any other remedy at law or in equity available to such party, shall be awarded all reasonable costs and reasonable

attorney's fees in connection therewith, including the fees and costs of experts reasonable consulted by the attorneys for the prevailing party.

- 23) Non-discrimination. Company warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither Company nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.
- 24) Term. This agreement shall commence on _____ 2022, (the "Commencement Date") and shall expire twelve (12) months after the Commencement Date, unless earlier terminated or extended pursuant to termination clause below.
- 25) Termination. Either party may terminate this Agreement upon (30) thirty days prior written notice for any of the following conditions:
 - a. Non-performance of this Agreement;
 - b. Public health and safety reasons;
 - c. If the services or operations hereunder become operationally impracticable; or
 - d. An attempt to transfer or assign this Agreement.

Company may terminate this Agreement at any time prior to the expiration date set forth in section 24 above, however, Company shall not terminate this Agreement without first giving at least 30 days' written notice of termination. Upon the effective date of termination of this Agreement, Company shall remove all fleet devices from the City and restore the ROW to the condition of the ROW at the Commencement Date of this Agreement.

- 26) Independent contractors. In carrying out their responsibilities, the Parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of joint relationship.
- 27) Notices. All notices and communications to the City from Company shall be made in writing and sent to the address below. All notices and communication to the Company shall be made in writing and sent to the address given in the Preamble.
- 28) Amendment. This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this Agreement and executed by duly authorized representatives of the parties.

- 29) Applicable law and Venue. The laws of California shall govern the interpretation and enforcement of this Agreement. Venue shall be in Monterey County Superior Court.
- 30) Counterparts. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 31) This agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the City and the Bird Rides, Inc. have executed this Agreement:

Marina, CA

Bird Rides, Inc.

Signed By:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address:

City of Marina

Attn: Matt Mogensen, Assistant City Manager

211 Cypress Avenue

Marina, CA 93933

Exhibit A

Insurance Requirements

Company shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Agreement by Company, its agents, representatives, employees or subcontractors.

Minimum Scope and Limits of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis for bodily injury or property damage, including contractual liability, personal injury, and product liability and completed operations with limits of no less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate for all occurrences during the policy period. The insurance shall not exclude coverage for injuries or damages caused by the shared mobility service provided to the shared mobility device user.
2. **Business Auto:** Primary coverage shall be written on Insurance Services Office Form CA 00 01 10 01 and shall be endorsed to state the City of Marina, its officers, officials, employee and volunteers are added as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Company or for which Company is responsible. Limits shall be no less than \$1,000,000 combined single limit per accident for bodily injury and property damage. Starting and ending dates shall be concurrent. If Company owns no autos, a non owned auto endorsement to the CGL policy described above is acceptable.
3. **Workers’ Compensation:** Workers’ Compensation insurance as required by the State of California, with Statutory Limits and Employers’ Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

If Company maintains broader coverage or higher limits than the minimum shown above, the City of Marina requires and shall be entitled to the broader coverage or higher limits maintained by Company. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Marina.

Other Insurance Provisions

1. The insurance policies shall contain, or be endorsed to contain, the following provisions:
 - a. **Additional Insured Status:** The City of Marina, its officers, officials, employs and volunteers are to be covered as additional insureds on the CGL, Auto and Employers’ Liability policies. Additional Insured coverage must be provided in the form of an endorsement to Company’s insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85, or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33 or CG 20 18 **and** CG 20 37).
 - b. **Primary Coverage:** For any claims related to this Agreement, Company’s insurance shall be primary coverage at least as broad as Insurance Services Office Form CG 20 01 04 13 as respects

the City of Marina, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Marina, its officers, officials, employees or volunteers shall be in excess of Company's insurance and shall not contribute with it.

c. Notice of Cancellation: Each insurance policy required herein shall state that coverage shall not be canceled except after notice has been given to the City of Marina.

d. Waiver of Subrogation: Company hereby grants to the City of Marina a waiver of any right of subrogation which any insurer of Company may acquire against the City of Marina by virtue of payment of any loss. Company agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Marina has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Marina for all work performed by Company, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Marina. The City of Marina may require Company to purchase coverage with a lower retention or provide satisfactory proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Marina.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in California with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City of Marina.

Verification of Coverage

Company shall furnish the City of Marina with original certificates and amendatory endorsement (or copies of the applicable policy language effecting coverage provided by this clause). All certificates and endorsement are to be received and approved by the City of Marina execution of this Agreement. However, failure to obtain required documents prior to the commencement of the Agreement shall not waive Company's obligation to provide them. The City of Marina reserves the right to require complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.

Failure to Maintain Insurance Coverage

If Company, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The City of Marina, at its sole option, may terminate this Agreement and obtain damages from Company resulting from said breach.

Subcontractors.

Company remains fully responsible for the acts, omissions, services, functions and obligations performed by its subcontractors to the same extent as if such acts, or omissions, services, functions or obligations were performed by Company's employees or agents and for purposes of this Agreement such work will be deemed work performed by the Company. Company shall not employ for the program any subcontractor that the City may within a reasonable time object to as unsuitable. The parties agree that Company's subcontractors shall be independent contractors with regard to the providing of services under this Agreement, and that Company's subcontractors shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees. City shall make no deductions for payroll taxes or Social Security from amounts due Company for work or services provided under this Agreement.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

October 3, 2022

Item No. **8g(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 18, 2022

RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2022-, APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MARINA AND FORMATION ENVIRONMENTAL, LLC, TO PROVIDE ENGINEERING SERVICES FOR GROUNDWATER SUSTAINABILITY PLANNING; ALLOCATING AND APPROPRIATING FROM THE GENERAL FUND IN THE AMOUNT OF \$38,000.00; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY AUTHORIZING THE FINANCE DIRECTOR TO MAKE THE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES;

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2022-, approving an amendment to the agreement between The City of Marina and Formation Environmental, LLC. to provide engineering services for the groundwater sustainability planning; and
2. Allocating and appropriating \$38,000.00 from the General Fund; and
3. Authorizing the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney; and
4. Authorizing the Finance Director to make the necessary accounting and budgetary entries.

BACKGROUND:

On March 20th, 2018, City Council passed Resolution 2018-25 forming the Marina Groundwater Sustainability Agency (MGSA) to undertake sustainable groundwater management within a portion of the Salinas Valley Ground Water Basin 180/400 Foot Aquifer Subbasin within the City and outside of the Marina Coast Water District (MCWD) service area.

The cornerstone of the Sustainable Groundwater Act (SGMA) is the development and adoption of a Groundwater Sustainability Plan (GSP). GSPs for the “critically overdrafted” 180/400 Foot Aquifer Subbasin must be adopted by January 31st, 2020. On June 24th, 2019, MGSA, through the City Council, passed Resolution No. 2019-66a approving a professional services agreement in the amount of \$274,780.00 with Formation Environmental for the preparation of the MGSA GSP.

On December 17th, 2019, City Council passed resolution 2019-136 approving an amendment to the professional services agreement in the amount of \$52,766.00 with Formation Environmental for additional work needed to complete the MGSA GSP.

On May 5th, 2020, City Council passed resolution 2021-46 approving an amendment to the professional services agreement in the amount of \$32,000.00 with Formation Environmental for additional work needed to prepare analysis and documents in support of the MGSA position on jurisdiction legitimacy, sufficiency of the MGSA GSP versus the Salinas Valley Basin GSA (SVBGSA) GSP adopted by the County of Monterey, and the validity of data generated by Stanford.

On September 1st, 2020, City Council passed resolution 2020-114 approving an amendment to the professional services agreement in the amount of \$37,700.00 with Formation Environmental for additional work needed to review and comment on reports prepared by the Monterey Peninsula Water Supply Project (MPWSP) in support of their application for a permit from the California Coastal Commission (CCC); participate as the City's representative on the Technical Advisory Committee to the Seawater Intrusion Working Group (SWIG TAC) that was recently formed by SVBGSA and basin stakeholders which include the City of Marina; and participate in review of the MCWD GSP.

ANALYSIS:

The MGSA GSP has been submitted to the State Department of Water Resources (DWR) with review pending current litigation. The approval of the Monterey Peninsula Water Supply Project (MPWSP) by the California Coastal Commission (CCC) is not currently scheduled but is anticipated pending re-application by MPWSP. There is a continuing need for services from Formation Environmental in preparation for the CCC hearing.

Formation Environmental continues to provide valuable input on the SVBGSA GTAC which is the successor to the SWIG TAC. The scope of the GTAC is broader than the SWIG and covers all groundwater issues. SVBGSA GTAC is moving forward with a study of the Deep Aquifer that provides potable water for Marina residents. The GTAC is also working on plans to update the monitoring of sea water intrusion. Staff anticipates that additional services will be required from Formation Environmental for initial SGMA compliance efforts required pending the outcome of litigation and permitting for the MPWSP although the level of effort in the current proposal is limited. Should the MGSA be recognized as the management agency for a portion of the 180/400 Foot Aquifer and the MGSA GSP is approved, an additional amendment will be required for activities and reporting required by SGMA.

Staff has reviewed and recommend for approval the proposed contract amendment of \$38,000.00 for the scope of work, which is included as **EXHIBIT A** for a new, not-to-exceed contract total of \$435,246.00.

FISCAL IMPACT:

Should the City Council approve this request, \$38,000.00 will have to be allocated and appropriated from the unallocated General Fund balance for expenditure on groundwater sustainability activities. GL account for expenditure is as follows: 100.190.000.00-6300.570

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO.

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MARINA APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MARINA AND FORMATION ENVIRONMENTAL, LLC, TO PROVIDE ENGINEERING SERVICES FOR GROUNDWATER SUSTAINABILITY PLANNING; ALLOCATING AND APPROPRIATING FROM THE GENERAL FUND IN THE AMOUNT OF \$38,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY AUTHORIZING THE FINANCE DIRECTOR TO MAKE THE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES;

WHEREAS, on March 20th, 2018, City Council passed Resolution 2018-25 forming the Marina Groundwater Sustainability Agency (MGSA) to undertake sustainable groundwater management within a portion of the Salinas Valley Ground Water Basin 180/400 Foot Aquifer Subbasin within the City and outside of the Marina Coast Water District (MCWD) service area, and;

WHEREAS, the cornerstone of the Sustainable Groundwater Act (SGMA) is the development and adoption of a Groundwater Sustainability Plan (GSP). GSPs for the “critically overdrafted” 180/400 Foot Aquifer Subbasin must be adopted by January 31st, 2020. On June 24th, 2019, MGSA, through the City Council, passed Resolution No. 2019-66a approving a professional services agreement in the amount of \$274,780.00 with Formation Environmental for the preparation of the MGSA GSP, and;

WHEREAS, on December 17th, 2019, City Council passed resolution 2019-136 approving an amendment to the professional services agreement in the amount of \$52,766.00 with Formation Environmental for additional work needed to complete the MGSA GSP, and;

WHEREAS, on May 5th, 2020, City Council passed resolution 2020-46 approving an amendment to the professional services agreement in the amount of \$32,000.00 with Formation Environmental for additional work needed to prepare analysis and documents in support of the MGSA position on jurisdiction legitimacy, sufficiency of the MGSA GSP versus the Salinas Valley Basin GSA (SVBGSA) GSP adopted by the County of Monterey, and the validity of data generated by Stanford, and;

WHEREAS, on September 1st, 2020, City Council passed resolution 2020-114 approving an amendment to the professional services agreement in the amount of \$37,700.00 with Formation Environmental for additional work needed to review and comment on reports prepared by the Monterey Peninsula Water Supply Project (MPWSP) in support of their application for a permit from the California Coastal Commission (CCC); participate as the City’s representative on the Technical Advisory Committee to the Seawater Intrusion Working Group (SWIG TAC) that was recently formed by SVBGSA and basin stakeholders which include the City of Marina; and participate in review of the MCWD GSP, and;

WHEREAS, Formation Environmental continues to provide valuable input on the SWIG TAC which is moving forward with a study of the Deep Aquifer that provides potable water for Marina residents. The SWIG TAC is also working on plans to update the monitoring of sea water intrusion, and;

WHEREAS, staff anticipates that additional services will be required from Formation Environmental for initial SGMA compliance efforts required pending the outcome of litigation and permitting for the MPWSP although the level of effort in the current proposal is limited, and;

WHEREAS, staff has reviewed and recommend for approval the proposed contract amendment of \$38,000.00 for the scope of work, which is included as Exhibit A for a new, not-to-exceed contract total of \$435,246.00, and;

WHEREAS, should the City Council approve this request, \$38,000.00 will have to be appropriated from the General Fund for expenditure on the Groundwater related technical matters.

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

1. Approve an amendment to the agreement between The City of Marina and Formation Environmental, LLC. to provide engineering services for groundwater sustainability planning; and
2. Allocate and appropriate \$38,000.00 from the General Fund; and
3. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney; and
4. Authorize the Finance Director to make the necessary accounting and budgetary entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 8th day of October 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk



October 10, 2022
 Mr. Layne Long
 City of Marina
 211 Hillcrest Avenue
 Marina, CA 93933

Subject: Statement of Work No. 6, Consulting Services Agreement dated June 25, 2019
 Requested Supplemental Hydrogeologic Services
 City of Marina Groundwater Sustainability Agency Marina,
 California

Dear Mr. Long:

As requested, Formation Environmental LLC (Formation) has been performing supplemental hydrogeologic consulting services to support the City of Marina Groundwater Sustainability Agency (MGSA) in its efforts to maintain sustainable groundwater management. Ongoing services have focused on supporting litigation with Monterey County and the California Department of Water Resources (DWR), commenting on documents submitted to the California Coastal Commission proceedings regarding California American Water Company's (CalAm) Monterey Peninsula Water Supply Project (MPWSP), and participating in the Sea Water Intrusion Group Technical Advisory Committee (SWIG TAC) for the 180/400Foot Aquifer Subbasin.¹ These services were provided under Statements of Work No. 4 and 5 for the project and billed under Task 9. Statement of Work No. 5 was originally envisioned to cover work through December 2021, but was able to be extended through September 2022 because funds were expended more slowly than originally anticipated.

The need to continue ongoing services to support MGSA in its ongoing sustainable groundwater management services is anticipated, and Statement of Work No. 6 is intended to fund work anticipated through December 2023. All services will be performed under Task 9 of our existing contract pursuant to scopes of work requested by MGSA staff. If acceptable, this supplement will be appended to Exhibit A – Statement of Work of the Consulting Services Agreement between Formation Environmental, LLC and the City of Marina, dated June 25, 2019, and will become Statement of Work No. 6 of that agreement.

Scope of Work

Task 9: Additional Out of Scope Services

The following services will be performed on an as needed/as requested basis through December 2021:

- **Support for California Coastal Commission Proceeding Regarding the MPWSP.** Formation will support the City in its responses and comments on the California Coastal Commission proceeding regarding the MPWSP. Formation has been providing ongoing review and comment on investigations of shallow soil, hydrogeologic, and surface hydrologic conditions related to

¹ The SWIG TAC was recently disbanded and replaced by the Groundwater TAC (GTAC) intended to provide technical input on a broader range of groundwater and Groundwater Sustainability Plan (GSP) implementation issues as needed.

Formation Environmental, LLC

1631 Alhambra Boulevard, Suite 220

Sacramento, CA 95816

Proposal for Supplemental Hydrogeologic Consulting Services

City of Marina GSA

October 10, 2022

Page 2 of 3



groundwater dependent ecosystems (GDEs) near the Armstrong Ranch Ponds located east of the CEMEX site. It is anticipated that additional services will be required to help assure sustainable management of GDEs. Further review, comments and consultation may also be requested to respond to additional document submittals by CalAm as part of its renewed coastal permit application.

- **Groundwater Technical Advisory Group.** Formation has been requested to represent the City and MGSA as a technical consultant on the Groundwater Technical Advisory Group (GTAC) formed by the Salinas Valley Groundwater Sustainability Agency (SVBGSA) to obtain stakeholder technical input regarding various aspects of GSP implementation in the 180/400-Foot Subbasin. Anticipated services through December 2023 include preparation for and participation in periodic GTAC meetings and review and comment on technical documents and scopes of work.
- **Support for Sustainable Groundwater Management Act (SGMA) Compliance Activities.** It is anticipated that technical support will be required for activities related to various aspects of compliance with SGMA and MGSA's responsibility to maintain sustainable groundwater management. Services could include providing support and comment on matters related to ongoing litigation between the MGSA and the County and the California Department of Water Resources regarding the Groundwater Sustainability Plan filed by the MGSA, review and comment on SGMA compliance documents prepared by the SVBGSA and others, comment on GSP implementation activities, and additional technical support as may be requested.
- **Miscellaneous As-Needed Support Services.** Additional services could include, but may not be limited to support for discussions with Marina Coast Water District, review of requests to access City property for hydrogeologic and GDE investigations conducted by others, review of additional documents as needed, support for meetings and presentation, support for public outreach, and other potential assignments.

Budget Estimate

The estimated budget for the scope of work is \$38,000, which will be added to the existing budget for Task 9. A detailed breakdown of this budget estimate is included as Attachment A. This is a not-to-exceed budget based on the work requested and performed to date and an assumed level of effort for future services through December 2023. We will invoice our services monthly based on the actual time and expenses incurred in accordance with the rate sheet presented as Exhibit B of our Consulting Services Agreement dated June 25, 2019. The budget will not be exceeded without your prior authorization.

Schedule

This Statement of Work No. 5 is intended for anticipated supplemental services through December 2023. It is possible that services may be required beyond this time, and such services after December 2023 if the budget allows. Alternatively, a revised Statement of Work No. 7 will be issued for your approval.

Proposal for Supplemental Hydrogeologic Consulting Services
City of Marina GSA
October 10, 2022
Page 3 of 3



Closure

Thank you for considering us for this interesting and important project. If you have any questions or would like to discuss these matters further, please contact the undersigned at (916) 200-9038.

Sincerely,

Formation Environmental LLC

A handwritten signature in black ink, appearing to read "Mike Tietze".

Mike Tietze, PG, CHG, CEG
Senior Engineering Geologist/Hydrogeologist

AGREED AND ACCEPTED BY:

FORMATION:

FORMATION ENVIRONMENTAL, LLC

CLIENT:

CITY OF MARINA

By:

Name: Brian G. Hansen, PE, PG

Title: Partner

Date:

By:

Name:

Title:

Date:

EXHIBIT A to Staff Report

Attachment A
COST ESTIMATE FOR REQUESTED SUPPLEMENTAL HYDROGEOLOGIC CONSULTING SERVICES
City of Marina Groundwater Sustainability Agency

Marina, California WORK BREAKDOWN STRUCTURE	LABOR COSTS						COST SUMMARY			OTHER DIRECT COSTS		
TASK/SUBTASK	Sr. Consultant III M. Tietze \$195	Sr Consultant III S. Carlton \$185	Senior I M. Lugsch E. Tozzi \$155	Scientist II H. Dickey \$120	Scientist I S. Sinclair \$110	Controller/ Technical Editor \$75	Labor Subtotals	Expense Subtotals	Task Totals	Travel	Shipping & ODCs	Document Production Costs
Task 9 - Supplemental Services												
Review GSS May 2021 Report and Additional Costal Commission Proceeding Support	24	24	16				\$ 11,600.00	\$ -	\$ 11,600.00	\$ -	\$ -	\$ -
GTAC Participation	30	25			6	6	\$ 11,585.00	\$ -	\$ 11,585.00	\$ -	\$ -	\$ -
SGMA compliance support	16	8	8	8	8	8	\$ 8,280.00	\$ -	\$ 8,280.00	\$ -	\$ -	\$ -
Miscellaneous requests (TBD)	8	8	8	6	6	6	\$ 6,110.00	\$ 425.00	\$ 6,535.00	\$ 229.43	\$ 95.57	\$ 100.00
TOTAL TASK 9							\$ 37,575.00	\$ 425.00	\$ 38,000.00	\$ 229.43	\$ 95.57	\$ 100.00
TOTAL PERSONNEL-HOURS/UNITS	78	65	32	14	20	20	229					
TOTAL COSTS	\$15,210.00	\$12,025.00	\$4,960.00	\$1,680.00	\$2,200.00	\$1,500.00	\$37,575.00	\$425.00	\$38,000.00	\$ 229.43	\$ 95.57	\$ 100.00
							GRAND TOTAL		\$38,000			

October 12, 2022

Item No: **8g(3)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 18, 2022

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-,
APPROVING AMENDMENT NO. 6 TO THE AGREEMENT BETWEEN
CITY OF MARINA AND SAVE THE WHALES OF SEASIDE, CALIFORNIA,
TO PROVIDE PROFESSIONAL SERVICES FOR THE CITY OF MARINA'S
STORM WATER PROGRAM, AUTHORIZING THE FINANCE DIRECTOR
TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW
AND APPROVAL BY THE CITY ATTORNEY.**

REQUEST:

It is requested that City Council consider:

1. Adopting Resolution No. 2022-, approving Amendment No. 6 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program, and;
2. Authorizing the Finance Director to make necessary accounting and budgetary entries, and;
3. Authorizing the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

On February 5, 2013, the State Water Quality Control Board adopted new National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater permit requirements, requiring the City to submit a Notice of Intent for coverage under the new permit by July 1, 2013. The Permit term is five years ending on June 30, 2018.

To fulfill the City's Program Management requirements, including its needed Public Education & Outreach (PE/PO) program under the current NPDES Phase II permit, the City contracted program support for the first two permit years with Save the Whales of Seaside, California.

At the regular meeting on December 15, 2015, the City Council adopted Resolution No. 2015-148, approving a one-year agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Program Permit Year 3.

With the additive general Permit supplemental reporting to the expanding Stormwater Program requirements, staff sought to better evaluate the scope and value of the program's consultant support provided for the City's Stormwater Program. On November 2, 2016 staff issued a request for proposals (RFP) for Public Education and Outreach as well as Program Support for the additional permit elements.

At the regular meeting on March 7, 2017, the City Council adopted Resolution No. 2017-21, approving an agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Program Permit Year 4 ("EXHIBIT A").

At the regular meeting on November 7, 2017, the City Council adopted Resolution No. 2017-100, approving Amendment No. 1 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 5.

At the regular meeting on October 16, 2018, the City Council adopted Resolution No. 2018-121, approving Amendment No. 2 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 6.

At the regular meeting on October 15, 2019, the City Council adopted Resolution No. 2019-108, approving Amendment No. 3 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 7.

At the regular meeting on October 6, 2020, the City Council adopted Resolution No. 2020-135, approving Amendment No. 4 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 8.

At the regular meeting on October 19, 2021, the City Council adopted Resolution No. 2021-112, approving Amendment No. 5 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 9.

ANALYSIS:

Since the adoption of the current Phase II Stormwater Permit in 2013, the permit requirements outline a steady increase in permit regulations per year. The City's Stormwater program has complied with the escalating permit requirements through a joint effort of City staffing and consulting services.

As summarized to the City Council at the December 15th, 2015 meeting, the Regional Water Board who regulates local agency's compliance to the Permit has enacted three additional provisions that affect local agencies during Permit Year 4 and 5: Industrial General Permit Requirements, the New Statewide Trash Policy Amendment, and Water Code Section 13267 Technical Report Order dated June 13, 2016 requiring an expanded pollutant reduction program. And for the last 6 permit years, the City's Stormwater program has effectively and efficiently responded to these new policies and requirements.

With the additive general Permit requirements as well as the supplementary requirements detailed above, staff has found Save the Whales as the most qualified consultant to manage the City's Phase II permit program for the remainder of Permit Year 10 (November – June 2023). The Regional Board allows approximately 4 months to produce the reporting requirements after each permit year. This means that the report-production period for Permit Year 10 will overlap activities for the next Fiscal Year from July through October 2023.

For a list of permit requirements, see "Scope of Work" in the draft Amendment No. 6 to the Professional Services Agreement (**"EXHIBIT B"**).

City staff will oversee the amended scope to the agreement with Save the Whales to fulfill the requirements of the remaining Permit term, by providing, among other things, the necessary information needed for preparation of the annual report, and by ensuring compliance with the required staff training as part of the requirements of the current Phase II permit. The contract will also include the review of the anticipated new Phase II permit's requirements. Due to the recent pandemic and associated adjusted Permit scheduling, Permit Year 11 may be the last of the current Permit cycle as the City moves towards exclusion from the next NPDES permit estimated now with a Q1 2024 adoption.

FISCAL IMPACT:

The total program costs for the professional services contract with Save the Whales for Permit Year 10 is \$133,703.00. The breakdown in the program budget is as follows:

Fiscal Year 22/23 Stormwater Program Budget

Permit Year 10, Program Costs	\$ 62,895.00
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Fiscal Year 22/23 Stormwater Program Budget

Permit Year 10, Program Costs & Annual Reporting	\$ 70,808.00
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Permit Year 8 Program Budget \$ 133,703.00

Should the City Council approve this request, adequate funds are available in the approved budget for Fiscal Year 2022/23 activities in NPDES account No. 100.420.000.00-6370.540.

The remainder of the Program professional services costs of \$70,808.00 will need to be appropriated during the budget approval process for a distribution into Fiscal Year 2023/24 and is not a part of Contract Amendment No.6 at this time.

CONCLUSION:

This request is submitted for City Council discussion and possible action.

Respectfully submitted,

Edrie Delos Santos, P.E.
Senior Engineer, Engineering Division
City of Marina

REVIEWED/CONCUR:

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AMENDMENT NO. 6 TO THE AGREEMENT BETWEEN CITY OF MARINA AND SAVE THE WHALES OF SEASIDE, CALIFORNIA, TO PROVIDE PROFESSIONAL SERVICES FOR THE CITY OF MARINA'S STORM WATER PROGRAM, AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, on February 5, 2013, the State Water Quality Control Board adopted new National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater permit requirements, requiring the City to submit a Notice of Intent for coverage under the new permit by July 1, 2013. The Permit term is five years ending on June 30, 2018, and;

WHEREAS, to fulfill the City's Program Management requirements, including its needed Public Education & Outreach (PE/PO) program under the current NPDES Phase II permit, the City contracted program support for the first two permit years with Save the Whales of Seaside, California, and;

WHEREAS, at the regular meeting on December 15, 2015, the City Council adopted Resolution No. 2015-148, approving a one-year agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Program Permit Year 3, and;

WHEREAS, with the additive general Permit supplemental reporting to the expanding Stormwater Program requirements, staff sought to better evaluate the scope and value of the program's consultant support provided for the City's Stormwater Program. On November 2, 2016 staff issued a request for proposals (RFP) for Public Education and Outreach as well as Program Support for the additional permit elements, and;

WHEREAS, at the regular meeting on March 7, 2017, the City Council adopted Resolution No. 2017-21, approving an agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Program Permit Year 4 ("**Exhibit A**"); and

WHEREAS, at the regular meeting on November 7, 2017, the City Council adopted Resolution No. 2017-100, approving Amendment No. 1 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 5; and

WHEREAS, at the regular meeting on October 16, 2018, the City Council adopted Resolution No. 2018-121, approving Amendment No. 2 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 6; and

WHEREAS, at the regular meeting on October 15, 2019, the City Council adopted Resolution No. 2019-108, approving Amendment No. 3 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 7; and

WHEREAS, at the regular meeting on October 6, 2020, the City Council adopted Resolution No. 2020-135, approving Amendment No. 4 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 8; and

WHEREAS, at the regular meeting on October 19, 2021, the City Council adopted Resolution No. 2021-112, approving Amendment No. 5 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 9; and

WHEREAS, since the adoption of the current Phase II Stormwater Permit in 2013, the permit requirements outline a steady increase in permit regulations per year. The City's Stormwater program has complied with the escalating permit requirements through a joint effort of City staffing and consulting services; and

WHEREAS, as summarized to the City Council at the December 15th, 2015 meeting, the Regional Water Board who regulates local agency's compliance to the Permit has enacted three additional provisions that affect local agencies during Permit Year 4 and 5: Industrial General Permit Requirements, the New Statewide Trash Policy Amendment, and Water Code Section 13267 Technical Report Order dated June 13, 2016 requiring an expanded pollutant reduction program. And for the last 6 permit years, the City's Stormwater program has effectively and efficiently responded to these new policies and requirements; and

WHEREAS, with the additive general Permit requirements as well as the supplementary requirements detailed above, staff has found Save the Whales as the most qualified consultant to manage the City's Phase II permit program for the remainder of Permit Year 10 (November – June 2023). The Regional Board allows approximately 4 months to produce the reporting requirements after each permit year. This means that the report-production period for Permit Year 10 will overlap activities for the next Fiscal Year from July through October 2023; and

WHEREAS, for a list of permit requirements, see "Scope of Work" in the draft Amendment No. 6 to the Professional Services Agreement (**"Exhibit B"**); and

WHEREAS, City staff will oversee the amended scope to the agreement with Save the Whales to fulfill the requirements of the remaining Permit term, by providing, among other things, the necessary information needed for preparation of the annual report, and by ensuring compliance with the required staff training as part of the requirements of the current Phase II permit. The contract will also include the review of the anticipated new Phase II permit's requirements. Due to the recent pandemic and associated adjusted Permit scheduling, Permit Year 11 may be the last of the current Permit cycle as the City moves towards exclusion from the next NPDES permit estimated now with a Q1 2024 adoption; and

WHEREAS, the total program costs for the professional services contract with Save the Whales for Permit Year 10 is \$133,703.00. Should the City Council approve this request, adequate funds are available in the approved budget for Fiscal Year 2022/23 activities in NPDES account No. 100.420.000.00-6370.540. The remainder of the Program professional services costs of \$70,808.00 will need to be appropriated during the budget approval process for a distribution into Fiscal Year 2023/24 and is not a part of Contract Amendment No.6 at this time.

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

1. Approve Amendment No. 6 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program; and
2. Authorize the Finance Director to make necessary accounting and budgetary entries; and
3. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 18th day of October 2022, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

**EXHIBIT A
TO STAFF REPORT**

EXHIBIT A

**CITY OF MARINA
AGREEMENT FOR PROFESSIONAL SERVICES FOR
THE CITY OF MARINA'S STORM WATER PROGRAM**

THIS AGREEMENT is made and entered into on May 4, 2017, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and Save the Whales of Seaside, California hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

- A. City desires to retain Contractor for professional services associated with the City of Marina's Storm Water Permit Program (Program) – Contractor shall provide general assistance as requested on issues pertaining to City Program and shall perform other support services for City as determined by the City Engineer, to assist the City in complying with State Water Resources Control Board Water Quality Order No. 2013-0001-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004 (hereafter, "Phase II Permit")
- B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- C. City desires to retain Contractor to provide such services.

Terms and Conditions

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, City and Contractor agree to the following terms and conditions:

1. Scope of Work.

(a) Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in Exhibit "A" attached hereto ("Scope of Work") and by this reference made a part hereof. The Scope of Work in Exhibit "A" is referencing compliance requirements under the Phase II Permit. With thirty (30) days prior written notice to Contractor, City may elect to delete certain tasks of the Scope of Work at its sole discretion, as provided in Section 4 to this Agreement.

(b) Contractor shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. Contractor shall provide corrective services without charge to the City for work which fails to meet these standards and which is reported to Contractor in writing within sixty days of discovery. Should Contractor fail or refuse to perform promptly its obligations under this Agreement, the City may render or undertake the performance thereof and the Contractor shall be liable for any expenses thereby incurred.

(c) If services under this Agreement are to be performed by a design professional, as that term is defined in California Civil Code §2782.8(b)(2), design professional certifies that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in Section 1(a). By delivery of completed work, design professional certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws, and the professional standard of care in California.

(d) Contractor is responsible for making an independent evaluation and judgment of all relevant conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state and local laws and regulations and all other contingencies or considerations.

(e) City shall cooperate with Contractor and will furnish all information data, records and reports existing and available to City to enable Contractor to carry out work outlined in Exhibit "A." Contractor shall be entitled to reasonably rely on information, data, records and reports furnished by the City, however, the City makes no warranty as to the accuracy or completeness of any such information, data, records or reports available to it and provided to Contractor which were furnished to the City by a third party. Contractor shall have a duty to bring to the City's attention any deficiency or error it may discover in any information provided to the Contractor by the City or a third party.

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire upon the earlier of October 30, 2018 or thirty (30) days after the issuance of the City's WDRs by the RWQCB. Upon the issuance of the WDRs to the City, the City may elect not to terminate this Agreement, and to otherwise have Contractor continue with all or parts of the Scope of Work in order for the City to comply with certain elements of the issued WDRs, but in no event shall this Agreement extend beyond October 30, 2018, unless extended by written amendment by the parties hereto. In the event the City determines to continue with all or certain elements of the Scope of Work to comply with its WDRs, the City, within fifteen (15) days from the date of the issuance of the WDRs, shall provide written notice to Contractor of those services under the Scope of Work the City has determined to continue to have Contractor provide. The date of full execution is defined as the date when all of the following events have occurred:

(i) This Agreement has been approved by the City's Council or by the board, officer or employee authorized to give such approval, and;

(ii) The office of the City Attorney has indicated in writing its approval of this Agreement as to form, and;

(iii) This Agreement has been signed on behalf of Contractor by the person or persons authorized to bind the Contractor hereto, and;

(iv) This Agreement has been signed on behalf of the City by the person designated to so sign by the City's Council or by the officer or employee authorized to enter into this Contract and is attested to by the Marina City Clerk.

(b) Contractor shall commence work on the Project on or by March 8, 2017, or the date of full execution, whichever is later. This Agreement may be extended upon written agreement of both parties. At the City's election, Contractor may be required to prepare a more detailed schedule than the general schedule contained in Exhibit A hereto, for the work to be performed, which detailed schedule shall be approved by the City and made a part of Exhibit A. Once approved by the City, Contractor shall perform the work in accordance with the approved detailed schedule.

3. Compensation.

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to exceed seventy three thousand seven hundred and thirty dollars (\$73,730.00), in accordance with the provisions of this Section and the Cost Estimate attached hereto as Exhibit B and incorporated herein by this reference

(b) Invoice(s) in a format and on a schedule acceptable to the City shall be submitted to and be reviewed and verified by the Project Administrator (see Section 5(a)) and forwarded to the City's Finance Department for payment. City shall notify Contractor of exceptions or disputed items and their dollar value within thirty days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty days after the invoice is submitted to the Finance Department.

(c) Contractor will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis. Contractor shall make available to the representative of City all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon 24-hour's notice for a period of four years from the date of final payment under this Agreement.

(d) Contractor shall not receive any compensation for Extra Work without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by the City to be necessary for the proper completion of the Project but which is not included within the Scope of Work and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement.

(e) Expenses not otherwise addressed in the Scope of Services or the Fee Schedule incurred by Contractor in performing services under this Agreement shall be reviewed and approved in advance by the Project Administrator (Section 5(a)), be charged at cost and reimbursed to Contractor.

4. Termination, Suspension or Deletion of Tasks.

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) days written notice of intent to terminate, and (2) provided an opportunity for consultation with the terminating party prior to termination.

(b) If termination for default under subsection (a) above is effectuated by the City, Contractor shall be compensated for services actually rendered and expenses incurred prior to the termination except that any payment due the Contractor at the time of termination may be adjusted to cover any additional fees, costs, damages, expenses or liabilities to the City because of the Contractor's default. If after the termination for failure of Contractor to fulfill its contractual obligations, it is determined that the Contractor had in fact fulfilled its contractual obligations, the termination shall be deemed to have been for the convenience of the City.

(c) The City may terminate or suspend all or any part of this Agreement at any time for its convenience and at the City's sole discretion, upon not less than thirty (30) days prior written notice to Contractor, including electing to delete certain tasks under the Scope of Work. Not later than the effective date of such termination, suspension or deletion of tasks from the Scope of Work, Contractor shall discontinue all affected work and deliver all affected work product and other related documents, whether completed or in progress, to the City.

(d) If termination for default is effectuated by the Contractor, or if termination, suspension or deletion of tasks from the Scope of Work for convenience is effectuated by the City, Contractor shall be compensated for services actually rendered and expenses incurred prior to the termination, suspension or deletion of tasks, in addition to any termination settlement costs reasonably incurred by Contractor relating to written commitments that were executed prior to the termination.

5. Project Administrator, Project Manager & Key Personnel.

(a) City designates as its Project Administrator Public Works Director/City Engineer Mr. Brian McMinn who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

(b) Contractor designates Maris Sidenstecker as its Project Manager who shall coordinate all phases of the Project. The Project manager shall be available to City at all reasonable times during the Agreement term.

(c) Contractor warrants that it will continuously furnish the necessary personnel to complete all phases of the Project on a timely basis as contemplated by this Agreement. Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of services upon written request of City. Contractor has represented to City that certain key personnel will perform and coordinate the work under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of the City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Maris Sidenstecker (Project Manager).

6. Delegation of Work.

(a) If Contractor utilizes any subcontractors, consultants, persons, employees or firms having applicable expertise to assist Contractor in performing the services under this Agreement, Contractor shall obtain City's prior written approval to such employment or providing of services. Contractor's contract with any subcontractor shall contain a provision making the subcontract subject to all provisions of this Agreement. Contractor will be fully responsible and liable for the administration, completion, presentation and quality of all work performed. City reserves its right to employ other contractors in connection with the work.

(b) If the work hereunder is performed by a design professional, design professional shall be directly involved with performing the work or shall work through his, her or its employees. The design professional's responsibilities under this Agreement shall not be delegated. The design professional shall be responsible to the City for acts, errors or omissions of his, her or its subcontractors. Negligence of subcontractors or agents retained by the design professional is conclusively deemed to be the negligence of the design professional if not adequately corrected by the design professional. Use of the term subcontractor in any other provision of this Agreement shall not be construed to imply authorization for a design professional to use subcontractors for performance of any professional service under this Agreement.

(c) The City is an intended beneficiary of any work performed by a subcontractor for purposes of establishing a duty of care between the subcontractor and the City.

7. Skill of Employees. Contractor shall ensure that any employees or agents providing services under this Agreement possess the requisite skill, training and experience to properly perform such services.

8. Confidential and Proprietary Information. In the course of performing services under this Agreement Contractor may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the City. Should Contractor undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Work, it is expressly agreed by Contractor that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of Contractor's other clients, or to any other third party, without the City's prior express written consent.

9. Ownership of Data. Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, and reports originated and prepared by Contractor, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Contractor agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Contractor shall provide two (2) sets of reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set. Contractor shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Contractor makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement.

Contractor shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Contractor, Contractor makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Contractor's deliverables is waived against Contractor unless City has given Contractor prior written notice of the changes and has received Contractor's written consent to such changes.

10. Conflict of Interest.

(a) Contractor covenants that neither it, nor any officer or principal of its firm has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. Contractor shall represent the interest of the City in any discussion or negotiation.

(b) City understands and acknowledges that Contractor may be, as of the date of commencement of services under this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of the City relative to such projects. Any future position of the City on such projects may result in a conflict of interest for purposes of this section.

(c) No official or employee of the City who is authorized in such capacity on behalf of the City to negotiate, make, accept, or approve, or take part in negotiating, making accepting or approving this Agreement, during the term of his or her tenure or service with City and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof or obtain any present or anticipated material benefit arising therefrom.

11. Disclosure. Contractor may be subject to the appropriate disclosure requirements of the California Fair Political Practices Act, as determined by the City Manager.

12. Non-Discrimination.

(a) During the performance of this Agreement the Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City. In performing this Agreement, Contractor shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (including cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

(b) Contractor shall include the nondiscrimination and compliance provisions of this Section in all subcontracts.

13. Indemnification & Hold Harmless.

(a) Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall indemnify, defend (with independent counsel reasonably acceptable to the City) and hold harmless City, its Council, boards, commissions, employees, officials and agents ("Indemnified Parties" or in the singular "Indemnified Party") from and against any claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs including but not limited to reasonable attorney's fees, court costs, expert witness fees and costs of alternate dispute resolution (collectively "Liabilities"), where same arise out of the performance, or any non-performance, of any Contractor duty under this Agreement by Contractor, its officers, employees, agents and sub-contractors. The Contractor's obligation to defend and indemnify applies unless it is adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Contractor's indemnification obligation (but not its defense obligation) shall be reduced in proportion to the established comparative liability of the indemnified party.

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Contractor shall indemnify, protect, defend (with independent counsel reasonably acceptable to the City) and hold harmless City and any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of design professional, or the acts or omissions of an officer, employee, agent or subcontractor of the design professional. The design professional's obligation to defend and indemnify applies unless it is adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party the design professional's indemnification obligation (but not its defense obligation) shall be reduced in proportion to the established comparative liability.

(c) All obligations under this section are to be paid by Contractor as incurred by City. The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any Worker's Compensation Act or similar Act. Contractor expressly waives its statutory immunity under any such applicable statutes or laws as to City, its employees and officials. Contractor agrees to obtain executed defense and indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such defense/indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to defend the Indemnified Party, as provided above, Contractor, upon notice from the City, shall defend any Indemnified Party at Contractor's sole expense by counsel reasonably acceptable to the City. An Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Contractor may submit a claim to the City for reimbursement of reasonable attorney's fees and defense costs.

(e) This obligation to indemnify and defend City, as set forth herein, is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this Section.

14. Insurance.

(a) As a condition precedent to the effectiveness of this Agreement and without limiting Contractor's indemnification of the City, Contractor agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in Exhibit "C" "Insurance" attached hereto and made a part hereof. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf, along with copies of all required endorsements. All certificates and endorsements must be received and approved by the City before any work commences. All insurance policies shall be subject to approval by the City Attorney and Risk Manager as to form and content. Specifically, such insurance shall: (1) protect City as an additional insured for commercial general and business auto liability; (2) provide City at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium; and (3) be primary with respect to City's insurance program. Contractor's insurance is not expected to respond to claims that may arise from the acts or omissions of the City.

(b) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required herein by giving Contractor ninety days advance written notice of such change. If such change should result in substantial additional cost of the Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to City.

(c) All required insurance must be submitted and approved the City Attorney and Risk Manager prior to the inception of any operations by Contractor.

(d) The required coverage and limits are subject to availability on the open market at reasonable cost as determined by the City. Non availability or non-affordability must be documented by a letter from Contractor's insurance broker or agency indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each. Within the foregoing constraints, Contractor's failure to procure or maintain required insurance during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premium in connection therewith and recover all monies so paid from Contractor.

(e) By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract. Unless otherwise agreed, a waiver of subrogation in favor of the City is required.

15. **Independent Contractor.** The parties agree that Contractor, its officers, employees and agents, if any, shall be independent contractors with regard to the providing of services under this Agreement, and that Contractor's employees or agents shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees. City shall make no deductions for payroll taxes or Social Security from amounts due Contractor for work or services provided under this Agreement.

16. **Claims for Labor and Materials.** Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

17. **Discounts.** Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discounts to payment made under this Agreement which meet the discount terms.

18. **Cooperation: Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

19. **Dispute Resolution.** If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.

20. **Compliance With Laws.**

(a) Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced and interpreted under the laws of the State of California. Contractor shall comply with new, amended or revised laws, regulations or procedures that apply to the performance of this Agreement.

(b) If the Project is a "public work," or prevailing wages are otherwise required, Contractor shall comply with all provision of California Labor Code section 1720 *et seq.*, as applicable, and laws dealing with prevailing wages, apprentices and hours of work.

(c) Contractor represents that it has obtained and presently holds all permits and licenses necessary for performance hereunder, including a Business License required by the City's Business License Ordinance. For the term covered by this Agreement, the Contractor shall maintain or obtain as necessary, such permits and licenses and shall not allow them to lapse, be revoked or suspended.

21. **Assignment or Transfer.** This Agreement or any interest herein may not be assigned, hypothecated or transferred, either directly or by operation of law, without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

22. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by facsimile ("fax") or certified mail, postage prepaid with return receipt requested, addressed as follows:

To City: City Manager
 City of Marina City Hall
 211 Hillcrest Avenue
 Marina, California 93933
 Fax: (831) 384-9148

To Contractor: Maris Sidenstecker
 Save The Whales
 1192 Waring Street
 Seaside, CA 93955
 Fax (831) 394-5555

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three days after deposit in the custody of the U.S. Postal Service. A copy of any notice sent as provided herein shall also be delivered to the Project Administrator and Project Manager.

23. **Amendments, Changes or Modifications.** This Agreement is not subject to amendment, change or modification except by a writing signed by the authorized representatives of City and Contractor.

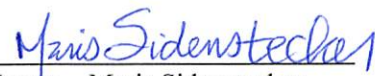
24. **Force Majeure.** Notwithstanding any other provisions hereof, neither Contractor nor City shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond Contractor's or the City's control. Such causes include but are not limited to: strike, fire, flood, civil disorder, act of God or of the public enemy, act of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemic, quarantine restriction, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. **Attorney's Fees.** In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.
26. **Successors and Assigns.** All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.
27. **Authority to Enter Agreement.** Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.
28. **Waiver.** A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.
29. **Severability.** Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.
30. **Construction. References. Captions.** Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.
31. **Advice of Counsel.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.
32. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.
33. **Time.** Time is of the essence in this contract.
34. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid. The exhibits attached hereto are incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

IN WITNESS WHEREOF, Contractor and the City by their duly authorized representatives, have executed this Agreement, on the date first set forth above, at Marina, California.

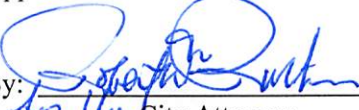
CITY OF MARINA

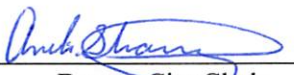
CONTRACTOR

By:  By: 
Name: Layne P. Long Name: Maris Sidenstecker
Its: City Manager Its: Project Manager

Date: 5/4/17 Date: 4/20/17

Approved as to form:

By: 
for the City Attorney

Attest: 
Deputy City Clerk

Resolution No. 2017- 21

City of Marina Stormwater Program										
Detailed (Revised - Reduced 2/10/17) Scope of Work - (RFP #4 / "D1, 2, 3, 4") Stormwater Program Services (PE/PO)										
Year 4 (2016 - 2017) Revised Proposed Task to Complete										
Reference		Permit Element / Time Schedule / BMP Classification				Scope of Services By	Anticipated Deliverables	Revised Fee Proposal		
Ref No.	Permit	ETA Date	Permit Year	Task / Recommendation - Respondent Shall:				Est Hrs	Rate	PY-4 2016/17
n/a	n/a	(RFP # 2 / D1)		(RFP # 4 - D3)		(#3 RFP/D2)	(RFP # 5 / D4)	(RFP # 8 / E1)		
1 Task 1: Provide Program Outline to meet NPDES Permit Requirements										
3	E.7.a.i/ii.(c,d,e,g,h,l,k,l,m)	Throughout	4&5	Internet Updates: Provide as needed updates for City's stormwater public education and outreach program website, facebook and etcetera.		ECS / STW	Updates provided to City representative as needed and overview in Annual Report.	10	86	860
6	E.7.a.i/ii.(d); E.8.i/ii.c/etc	Spring	4&5	Storm Drain Labeling: Continue City's existing storm drain inlet labeling program and litter cleanup of inlets to engage public participation.		STW	Label storm drains and provide details in Annual Report to City.	30	86	2580
11	E.7.a.ii.(c,d,f)	Winter	4&5	Restaurants: Visit 10-12 restaurants, distribute proportional number of pieces of bilingual educational materials (<i>posters, brochures, and link to online BMP in English and Spanish</i>).		STW	Implement annually, and provide list to City in Annual Report and updates as necessary.	4	86	344
12	E.7.a.i/ii.(i)	Spring - Fall	4&5	IPM: Continue distribution of "Our Water Our World" Integrated Pest Management materials through public events, and partner with MRWMD workshops, participate in at least 1 event at Last Chance Mercantile. The focus is to show examples of alternatives to pesticides. The goal is to reach 20-40 people through events; report on increase/decrease in sales of "natural insecticides" from box store corporate headquarters.		STW	Implement annually, and provide list to City in Annual Report and updates as necessary.	8	86	688
13	E.7.a.i/ii.(j)	Spring - Fall	4&5	Schools: Provide environmental place-based learning in schools with hands-on presentations for grades K-3 and 4-12, with materials to effectively educate school-age children about storm water runoff, marine life in the MBNMS, and how they can help protect the environment (<i>groundwater and coastal areas</i>). Partner with MRWMD to provide an assembly on protecting wildlife, recycling, and litter issues. Contact schools and principals for programs. For grades 4-12, pre-and post-student evaluations will be collected, tabulated, and analyzed for effectiveness in the annual report. All teachers who receive a program for their students will be asked to evaluate the presentation.		STW	Implement annually, and provide list to City in Annual Report and updates as necessary.	30	86	2580
17	E.7.a.ii.d	Throughout	4&5	Movie, Radio, Print: Continue existing PE / PO messaging using a multi-pronged approach (<i>print, radio, movie ad</i>) in applicable languages. Recommend substituting TV ad approach (<i>from MRSWMP</i>) to radio ads (<i>English and Spanish</i>) and digital movie ad (<i>already produced</i>) at local theater to run during blockbuster movie season in winter or summer. Number of patrons reached via radio and movie ads to be reported annually.		STW	Throughout the Contract Term, and provide overview and results to City in Annual Report, and updates as necessary.	40	86	3440
Incurred in FY 17/18 Budget										
19	E.7.a.ii.c	fall	4&5	Workshops: Recommend changing this to Annual Council presentation - program updates and a look ahead approach.		ECS / STW	Annually, and provide overview and results to City in Annual Report.	12	86	1032

Environmental Compliance Specialist, LLC

Reference				Permit Element / Time Schedule / BMP Classification	Scope of Services By	Anticipated Deliverables	Revised Fee Proposal		
Ref No.	Permit	ETA Date	Permit Year	Task / Recommendation - Respondent Shall:			Est Hrs	Rate	PY-4 2016/17
n/a	n/a	(RFP # 2 / D1)		(RFP # 4 - D3)	(#3 RFP/D2)	(RFP # 5 / D4)	(RFP # 8 / E1)		
20	E.7.b.1.i/ii.(a-e)	Spring	4&5	IDDE Training: Develop, implement staff training program for staff that as part of their normal job responsibilities, may be notified of, come into contact with, or otherwise observe an illicit discharge or illegal connection to the storm drain system. This task item will include: (c) Follow-up training as needed to address changes in procedures, techniques, or staffing. (d) Annual assessment of staff's knowledge of illicit discharge response and refresher training as needed. (e) Train all new staff that as part of their normal job responsibilities that may be notified of, come into contact with, or otherwise observe an illicit discharge or illegal connection to the storm drain system within 6 months of hire date. Also, to manage cost with this Permit Element (E.7.b.1.i/ii.(a-e) IDDE) should be combined with E.7.b.3.i/ii-MO/GH training. These trainings will incorporate the unique aspect of Marina, specifically that no outfalls discharge to a waterway, and all percolation ponds in town are designed to replenish the communities drinking water supplies, thus the concept of if you don't want to drink it, then do not put it on the ground.	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	50	86	4300
21	E.7.b.1.i/ii.(f)	Summer	4+	IDDE Info: All City vehicles equip with a laminated flyer on: how to address an illicit discharge and / or spill, who to report the discharge / spill too based upon the type of discharge / spill, the procedures for reporting an illicit discharge, additional agencies that must be notified based upon discharge / spill type, and various tips on documenting the discharge / spill to ensure that appropriate follow-up can occur.	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	18	86	1548
24	E.7.b.3.i/ii	fall	4+	MO/GH Training: Train appropriate employees on how to incorporate pollution prevention / good housekeeping techniques into Permittee operations and conduct knowledge assessment in alternate years. Train all new hires within 1 year of hire date. For contractors performing Operations and Maintenance work (i.e. sewer / water line replacements) they will receive a fact sheet on appropriate stormwater BMPs for that work activity. Respondent shall conduct random in the field assessments at least 4 times a year of O&M work being performed. These assessments shall coincide with other work being performed in order to manage cost. Also, to manage cost combine this task with IDDE training (E.7.b.1.i/ii.(a-e) IDDE)	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	60	86	5160
Incurred in FY 17/18 Budget									
25	E.8.i.ii.(a-d)	Throughout	4&5	Event: As required public participation and involvement program shall encourage volunteerism, public comment and input on policy, and activism in the community. With this in mind Respondent shall coordinate, engage and lead the public in numerous events and/or sponsor partner events; such as coastal clean-up, pet poo markers installation, clean-up of debris and trash at local parks (at least 4 events annually), dune plant restoration, bi-annual Marina tree and garden club garden tour. Respondent shall engage the public via existing well established contacts with CSUMB and local environmental groups through Respondent's website, facebook, the City's website and via word of mouth recruitment at local community events, such as, farmers markets and etcetera. Respondent routinely solicits public input on program materials via each and every outreach material. Note: Some aspects of these tasks are carry-overs from the MRSWMP program.	ECS / STW	Throughout the year, and provide overview of results to the City as needed and in Annual Report.	21	86	1806
26	E.8.i.ii.(e)	Throughout	4&5	IRWMP: Respondent shall participate on behalf of client in monthly and / or quarterly IRWMP meetings and associated watershed-level planning efforts, if applicable. The time provided is just an estimate	ECS	As needed, and provide updates to City as needed and overview in Annual Report.	21	86	1806

Environmental Compliance Specialist, LLC

Reference				Permit Element / Time Schedule / BMP Classification		Scope of Services By	Anticipated Deliverables	Revised Fee Proposal		
Ref No.	Permit	ETA Date	Permit Year	Task / Recommendation - Respondent Shall:				Est Hrs	Rate	PY-4
n/a	n/a	(RFP # 2 / D1)		(RFP # 4 - D3)		(#3 RFP/D2)	(RFP # 5 / D4)	(RFP # 8 / E1)		
30	E.11.a/c	Summer	4	MO/GH Inspections: Conduct an annual review and assessment of all municipally owned and/or operated facilities to determine potential to impact storm water quality and eventually ground water. These annual assessments will be fully documented, including photographs with recommendations.		ECS	Conduct inspections annually, and provide updates to City as needed and overview in Annual Report.	50	86	4300
31	E.11.d	Summer	4	MO/GH SWPPP: Develop SWPPP for municipally owned and / or operated pollutant hotspots where Hazardous Materials Business Plan, Spill Prevention Plan, or other equivalent document does not already exist. Estimate 1 plan will be required and / or review and updates of at least two current HMBPs and /or SPPs.		ECS	Develop SWPPP and / or modify existing equivalent facility document (i.e. HMBP or SPCC Plan), and provide updates to City as needed and overview in Annual Report.	60	86	5160
Incurred in FY 17/18 Budget										
33	E.11.g	Winter-Summer	4&5	Trash TMDL: Since the City does not have any outfalls that discharge to a US waterway (Note caveat regarding vernal pools on Dune side of Freeway), but which instead discharge to "Percolation Ponds" it is Respondent's position that this situation meets the Track 1 objectives of the Trash TMDL Policy. Thus, with this in mind, Respondent proposes the following tasks which will follow receipt of the Central Coast RWQCB's 13267 or 13383 Notice: 1) Enter into discussions with the CCRWQCB demonstrating that the City's "Percolation Ponds" meet and fulfill the Track 1 objectives. 2) Within 3 months of receipt of the CCRWQCB Notice, issue a Notice of Intent to implement and / or codify the Track 1 approach. 3) Upon RWQCB approval, Respondent will develop a written program / plan that documents the City's current efforts, including data from extracting and weighing refuse (i.e. garbage, if already available from City data) from the Percolation Ponds by City immediately following the rainy season when the ponds are dry and just before the rainy season. This data will enable the development of a compliant Trash TMDL Plan or actually demonstrate that this approach again meets the objectives of Track 1. This data will begin the formal process to document efforts associated with the Monitoring and Reporting element of the Track 1 approach. 4) Although not required, Respondent recommends that an outreach program concerning garbage be implemented in high prone trash areas based upon data compiled during years 4 or 5. Note that the time estimated is based upon a reasonable response from the Central Coast RWQCB, thus the time required may be less than estimated or more and thus for this line item the cost can not be a not to exceed amount. In addition, the time projections herein do not include actual implementation and monitoring long term.		ECS	Step 1: Discuss with CC RWQCB to propose simply documenting City's current efforts which meet Track 1 requirements via the Percolation Ponds. Then develop a Plan (Written Document) that simply documents current efforts, plus long term tracking of waste collected during annual cleanings of the Percolation Ponds. Annual monitoring and reporting is a City obligation. Note, the time and cost estimate assumes that the CC RWQCB will agree to this proposal, if not then we will have to explore other options with the City.	45	86	3870
35	E.12.g.ii.(c/d)	Winter	5	PCR Outreach: The City of Marina is unique in that it requires 100% infiltration which far exceeds the requirements of the Central Coast PCRs. Thus, all necessary outreach materials developed will need to stipulate 100% infiltration in relation to Permittee's efforts in education and outreach supporting implementation of LID requirements for new and redevelopment projects. However, the City already has developed and is using numerous forms and informational handouts that achieve this Permit requirement. It is Respondent's position that a simple fact sheet directing interested parties, builders, contractors and developers is necessary at this juncture		ECS / STW	Develop informational handout that outlines City's PCRs and includes links to useful documents found on-line. A draft will be prepared and sent to the City Representative for review and approval. Upon City approval it will be emailed out to all project LRP's that currently have an active WDID # / SWPPP project. An overview of this task will be provided to the City in the Annual Report.	45	86	3870

Environmental Compliance Specialist, LLC

Reference				Permit Element / Time Schedule / BMP Classification		Scope of Services By	Anticipated Deliverables	Revised Fee Proposal		
Ref No.	Permit	ETA Date	Permit Year	Task / Recommendation - Respondent Shall:				Est Hrs	Rate	PY-4 2016/17
n/a	n/a	(RFP # 2 / D1)		(RFP # 4 - D3)		(#3 RFP/D2)	(RFP # 5 / D4)		(RFP # 8 / E1)	
37	E.14.a-b	Summer-fall	4&5	PEAIP: As applicable to the scope of work expressed within the RFP, specifically in regards to Public Education and Outreach Respondent will annually prepare and submit an effectiveness assessment analysis with recommendations based upon the iterative process to the MEP principle to City.		ECS / STW	The PEAIP will be submitted annually to the City for review and consideration.	65	86	5590
Incurred in FY 17/18 Budget										
38	E.15	n/a	n/a	Not applicable to this RFP, nor to the City of Marina.		n/a	n/a			
39	All	As needed	4 & 5	Print cost shall be at actual cost, plus 20% administrative overhead. Estimate of total print cost at 6,000 materials per year.		ECS / STW	Updates will be provided in Monthly billings to City.			4680
41	E.14	Spring	2016	13267 Notice - 6/13/16: Prior to commencing with the work task in items 42-47 Respondent recommends discussing the applicability of the 13267 Notice to the City, since the focus is pollutant loads discharging to waters of the US and nearly all of City's outfalls discharge to "Percolation Ponds" and there are no WOTUS in the City (Note, caveat on Vernal Pools). Thus, this line item includes roughly 50 hours of dedicated discussion time with the Central Coast RWQCB.		ECS	Upon City approval coordinate joint meeting with Central Coast RWQCB. Demonstrate non-applicability to City and as a last effort discuss option other options. City Representative will be updated routinely for input and direction as this task item proceeds. In addition, an overview of this task item will be provided in the Annual Report. For additional details refer to cell to left.	50	86	4300
48 Task 1: Subtotal								\$	57,914	
49										
50 Task 2: Reports										
Incurred in FY 17/18 Budget										
51	E.7 / E.8	fall	4&5	Annual Reports: Respondent shall prepare and submit all applicable Annual Report sections related to Public Education / Outreach (E.7) and Public Involvement / Participation (E.8) deliverables		ECS / STW	These documents will be prepared Annually and submitted to the City Representative prior to the SMARTS Annual Report submission due date to allow ample opportunity for input and direction with City Representative.	80	86	6880
52	All	Throughout	4&5	Extra Reports: Respondent shall prepare and submit all other Annual Report Sections as directed by the CITY in compliance with the existing PERMIT at an hourly rate of:		All	These documents will be prepared Annually and submitted to the City Representative prior to the SMARTS Annual Report submission due date to allow ample opportunity for input and direction with City Representative.			
53 Task 2 Subtotal:								\$	6,880	

55 Task 3: Project Coordination Meetings and Project Management									
56	All	Throughout	4&5	Meetings - Client: Respondent shall meet with client monthly at dates and times designated by Client as needed. It is estimated that 16 meetings will take place each calendar year. As noted in the RFP project meetings shall include a manager for a half day, with meeting minutes and other associated costs, such as travel expenses included.	All	Annual overview to be provided in Annual Report with highlights.	54	86	4644
57	All	Throughout	4&5	Meetings - RWQCB: Respondent shall meet with RWQCB as needed to ensure program compliance. At this time, Respondents estimates a total of 6 meetings, plus attending 6 regional training workshops on both the new Trash TMDL Policy and the 13267 Notification program requirements. Thus, it is estimated that 12 meetings / workshops will be attended at 3 hours each.	ECS / STW	As needed and an overview to be provided in Annual Report with highlights.	11	86	946
58	All	Throughout	4 & 5	Project Management: Respondent shall provide effective Project Management throughout the entire project to ensure that quality programs are developed, implemented and managed, along with associated necessary quality documents on time and within budget. Program management and overall overhead related to this RFP is estimated .08% of the total cost above and adjusted to account for a 4 month period apx. This line item also covers providing updates on other relevant permits	ECS / STW	As needed and an overview to be provided in Annual Report with highlights.			3346
59 Task 3 Subtotal:							\$	8,936	
TOTAL							\$	73,730	
Key: Con = Construction, IDDE = Illicit Discharge Detection and Elimination, MO/GH = Municipal Operations and Good Housekeeping, PE/PO = Public Education / Public Outreach, PP/PI = Public Participation and Public Involvement & PCR = Post Construction Requirements. Key: ECS = Environmental Compliance Specialist, 2ND = 2ND Nature, STW = Save the Whales Revised Fee Schedule - Reflects a postponement of various task to the next Permit Term (Year 5 - 2017-2018) and / or a reduced workload to account for a 4 - 5 month schedule. Note: For 13267 requirements note estimated fee assumes that all necessary data has already been gathered and organized for preparing appropriate responses. If all necessary data is not already gathered and organized Respondent will discuss next reasonable steps with City. Note: Since the 6/13/16 "13267 Notice" focus is discharges to WOTUS which technically is not applicable to the City of Marina since all outfalls discharge to either privately and / or publicly owned "Percolation Ponds". Thus, the City achieves 100% capture and 100% percolation, excluding evaporation of all storm water within the City, thus it is reasonable to assume that pollutant load reductions will be 100% which is the ultimate goal of any stormwater / water quality program. Thus, these requirements may not completely apply beyond mapping the system with defensible data reflecting 100% capture. This position will need to be discussed with the Central Coast RWQCB. However, if the Central Coast RWQCB disagrees with this position, then the estimates provided are to fulfill the requirements of the 13267 Notice. If the Central Coast RWQCB agrees with this position, then a huge savings to the City. Note: This is a "Not to Exceed" Fee based proposal. As always, the approach is time and materials and if the total estimated amount is not utilized than those remaining funds will be available for other program element assistance at the discretion of Client's representative or simply will not be used.									

EXHIBIT B**COSTS**

Proposed costs are provided below.

Permit Year 4	\$73,730.00
Program Contract Budget	\$73,730.00

Environmental Compliance Specialist, LLC

Environmental Compliance Specialist & Save The Whales Hourly Rate Structure 2017 (RFP #B3/G2)

<u>Title</u>	<u>Hourly Rate</u>
P.E. Services	\$ 135
Principal / Management Services	86
GIS Specialist	86
Grant Writer - Grant Writing Services	86
Plan Examiner - SWPPP Plan Review Services	86
Inspector - Site Inspection Services (Construction & Commercial / Industrial)	86
Administrative Support Services	55
Extra Meetings each at: 5 Hour Minimum	110 \$ 550
Print Cost Current rate \$0.65 per page	
Postage At current rate.	

2ND Nature, LLC Hourly Rate Structure 2017 (RFP #B3/G2)

<u>Title</u>	<u>Hourly Rate</u>
Principal	\$ 172
Senior Scientist III	140
Senior Scientist II	130
Senior Scientist I	110
Science Associate III	95
Science Associate II	85
Science Associate I	75
Software Programmer II	115
Software Programmer I	95
Administration	\$ 55

Exhibit C - Insurance

Contractor agrees to provide insurance in accordance with the requirements set forth herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the City before any work commences. The City reserves its right to require complete, certified copies of all required insurance policies at any time. The following coverage will be provided by Contractor and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability (primary). Commercial general liability insurance covering Contractor's operations (and products where applicable) is required whenever the City is at risk of third party claims which may arise out of Contractor's work or presence on City premises. Contractual liability coverage is a required inclusion in this insurance.

Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or on an ISO or ACORD form providing coverage at least as broad as ISO form CG 00 01 10 01 and approved in advance by the City Attorney and Risk Manager. Total limits shall be no less than one million dollars (\$1,000,000) combined single limit per occurrence for all coverages. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be two million dollars (\$2,000,000). Contractor must give written notice to the City of any pending claim, action or lawsuit which has or may diminish the aggregate. If any such claim or lawsuit exists, Contractor shall be required, prior to commencing work under this Agreement, to restore the impaired aggregate or prove it has replacement insurance protection to the satisfaction of the City Attorney and Risk Manager.

City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 11 85 or forms CG 20 10 10 01 and CG 20 37 10 01. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any agent of City. Coverage is not expected to respond to the claims which may arise from the acts or omissions of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.

Umbrella Liability Insurance. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage.

Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policies limits shall be not less than one million dollars (\$1,000,000) per occurrence and in the aggregate, above any limits required in the underlying policies shall have starting and ending dates concurrent with the underlying coverage.

Business Auto. Automobile liability insurance is required where vehicles are used in performing the work under this Agreement or where vehicles are driven off-road on City premises, it is not required for simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

If automobile insurance is required for work under this Agreement, primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or on an ISO or ACORD form providing coverage at least as broad as CA 00 01 10 01 approved by the City Attorney and Risk Manager. Coverage shall be endorsed to stated that the City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Limits shall be no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. Starting and ending dates shall be concurrent. If Contractor owns no autos, a non-owned auto endorsement to the commercial general liability policy described above is acceptable.

Workers' Compensation/Employers' Liability. Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under California law these coverages (or a copy of the State's Consent to Self-Insure) must be provided if Contractor has any employees at any time during the period of this Agreement. Policy(s) shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease and shall be scheduled under any umbrella policy described above. Unless otherwise agreed, policy(s) shall be endorsed to waive any right of subrogation as respects the City, its Council, boards and commissions, officers, employees, agents and volunteers.

Property Insurance. Property insurance, in a form and amount approved by the City Attorney and Risk Manager, is required for Contractors having exclusive use of premises or equipment owned or controlled by the City. City is to be named a Loss Payee As Its Interest May Appear in property insurance in which the City has an interest, e.g., as a lien holder. Fire damage legal liability is required for persons occupying a portion of City premises.

Contractor and City further agree as follows:

a) This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

b) Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

c) All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

d) Requirements of specific coverage features or limits contained in this Exhibit 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 and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

e) For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or toward performance of this Agreement.

f) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Contractor, Contractor's employees, or agents from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.

g) Unless otherwise approved by City, Contractor's insurance shall be written by insurers authorized and admitted to do business in the State of California with a minimum "Best's" Insurance Guide Rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

h) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

i) Contractor agrees to provide evidence of the insurance required herein, satisfactory to City Attorney and Risk Manager, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional endorsement to Contractor's general liability and umbrella liability policies using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City within ten days of City's request for said copies.

j) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

k) Any actual or alleged failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

l) Contractor agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to

charge back to City the cost of insurance required by this Agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, will be submitted to City for review. Contractor acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of City to request copies of such agreements will not impose any liability on City, its Council, boards and commissions, officers, employees, agents and volunteers.

m) If Contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

n) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

o) Coverage will not be limited to the specific location or individual entity designated as the address of the Project. Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which Contractor conducts operations of any type on behalf of City. Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of Contractor.

p) Contractor agrees not to attempt to avoid its defense and indemnity obligations to City, its Council, boards and commissions, officers, employees, agents and volunteers by using as a defense Contractor's statutory immunity under workers' compensation or similar statutes.

r) Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Contractor and City or between City and any other insured or Named Insured under the policy, or between City and any party associated with City or its employees.

s) Contractor shall maintain commercial general liability, and if necessary, commercial umbrella liability insurance, with a limit of not less than one million dollars (\$1,000,000) each occurrence for at least three years following substantial completion of the work.

City of Marina Stormwater Program										
Detailed Scope of Work - Stormwater Program Management Services (PE/PO)										
Year 11 (2022 - 2023) Proposed Task to Complete Revised (Version 1)										
Reference			Permit Element / Time Schedule / BMP Classification				Scope of Services By	Anticipated Deliverables	Fee Proposal	
Ref No.	Permit	Page #	MCM	Task	Schedule	Task / Recommendation - Respondent Shall:			Total Nov 1, 2022 - June 30, 2023	Total July 1 - Oct 31, 2023
1	Task 1: Program Management Element									
2	E.6	25-	PE/PO	Internet Updates	PME	Program Management Element - Legal Authority, Municipal Code Review, Recommendations where Warranted and Etcetera				
3	E.6	On-going	PME	Project Management	Throughout	Project Management: Respondent shall provide effective Project Management throughout the entire project to ensure that quality programs are developed, implemented and managed, along with associated necessary quality documents on time and within budget. Program management and overall overhead related to this RFP is estimated .08% of the total cost above. This line item also covers providing updates on other relevant permits	ECS / STW	As needed and an overview to be provided in Annual Report with highlights.	\$ 7,396.00	\$ 7,396.00
4	E.6	20-	PME	Project Management	Throughout	Meetings - RWQCB: Respondent shall meet with RWQCB as needed to ensure program compliance. At this time, Respondents estimates a total of 4 meetings, plus attending 4 regional training workshops on the new NPS, AG Permit and proposed Pesticide Permit. Thus, it is estimated that 8 meetings / workshops will be attended at 3 hours each.	ECS / STW	As needed and an overview to be provided in Annual Report with highlights.	1,032.00	\$ 1,032.00
5	E.6	20-	PME	Project Management	Throughout	Coordination and Oversight of Other Environmental Services Providers, and etc.	ECS / STW	As needed, but estimated at:	1,548.00	\$ 1,548.00
6	E.6.a.i-ii.a-j	20-	PME	Project Management	As needed	Legal Authority - Review Municipal Code to Ensure It Meet new Regulatory Needs (i.e. NPS, Ag Permit, proposed Pesticide Permit, New Phase II Permit, New CGP and Other Relevant Permits), Etc.	ECS	Review Municipal Code	On hold	On hold
7	E.6.c	20-	PME	Project Management	As needed	ERP - Enforcement Response Plan - Review and update as necessary, specific to item # 1 above	ECS	Review Municipal Code	On hold	On hold
8	E.6	n/a	PME	Project Management	Special Project	New Permits: Based upon proposed, new or updated Permits that may impact City requirements. 2020-2021 reviewed and commented on the draft revised Construction General Permit. 2021-2022 anticipate review and make recommendations regarding new Phase II Permit & Evaluate Options of WDR. This year should be a transitional year to either a new Permit or the initial stages of a transition to a WDR.	ECS		5,160.00	\$ 5,160.00
9	Subtotal		Task 1: Program Management Element						15,136.00	15,136.00
10	Task 2 Public Education and Outreach Element & Public Participation and Involvement Element									
11	E.7	Page #	MCM	Task	Schedule	Public Education and Public Outreach Element				
12	E.7.a.i/ii.(c,d,e,g,h,I,k,l,m)	25-	PE/PO	Internet Updates	Throughout	Internet Updates: Provide as needed updates for City's stormwater public education and outreach program website, facebook, CBSM and etcetera.	ECS / STW	Updates provided to City representative as needed and overview in Annual Report.	860.00	\$ 860.00
13	E.7.a.i/ii.(c,d,e,g,h,I,k,l,m)	MRSWMP	PE/PO	Print Adds	On-Hold	Print Ads: Develop and run print ads with impressions on various program topics targeting specific audiences and specific pollutants of concern. This task line item is specifically a MRSWMP carry-over item. CBSM versions can be substituted in.	STW	Updates provided to City representative as needed and overview in Annual Report.	On hold	On hold
14	E.7.a.i/ii.(c,d,e,g,h,i);	25	PE/PO	Multiple Languages	On-Hold	Multi-Languages: Expand at least 2 existing outreach materials (Type To Be Determined) per year to Spanish & an Asian dialect (i.e. Korean) to meet the goals of council (2015) and community needs. Messaging to include at a minimum how to report illicit discharges, water efficient landscaping items, water conservation ideas, proper pesticide / fertilizer and herbicide application, solid waste - litter control (Trash TMDL requirement) and additional items as directed and/or as necessary.	ECS / STW	Translate two brochures per year, update City accordingly and provide overview in Annual Report.	1,720.00	\$ 1,720.00
15	E.7.a.i/ii.(d); E.8.i/ii.c/etc	25	PE/PO	Storm Drain Labeling	Spring	Storm Drain Labeling: Continue City's existing storm drain inlet labeling program and litter cleanup of inlets to engage public participation.	STW	Label storm drains and provide details in Annual Report to City.	1,075.00	\$ 1,075.00
16	E.7.a.i/ii.(d); E.8.i/ii.c/etc	27	PE/PO	Storm Drain Labeling	Spring	Storm Drain Emblems: Supplies for storm drain emblems per year.	STW	n/a	250.00	
17	E.7.a.i/ii.(f)/ (c,d,e,g,h,i)	25	PE/PO	Material Distribution	Winter	Distribute educational materials determined by City. Recommend distribution at City Hall, library, community centers, public events (i.e. farmers market, Marina Earth Day, Labor Day, Veteran's Day Celebration, Marina Tree and Garden events, etc.) participate in four (4) events a year. Also, recommend distribution via regulatory compliance actions. Materials can be distributed via email (Businesses in particular), and/or via community based social marketing techniques, including print, internet (facebook, twitter and etc.). In the converse the Marina Annual Pet Program Contest can be done.	STW	Distribute materials to select facilities 4 times year and at noted events annually. Provide results to City in Annual Report and updates as necessary.	1,720.00	\$ 1,720.00
18	E.7.a.ii.(c,d,f)	26	PE/PO	Restaurants (MRSWMP)	Winter	Restaurants: Visit 10-12 restaurants, distribute proportional number of pieces of bilingual educational materials (posters, brochures, and link to online BMP in English and Spanish).	STW	Implement annually, and provide list of facilities visited to City in Annual Report and updates as necessary.	645.00	\$ 645.00
19	E.7.a.i/ii.(i)	26	PE/PO	Pesticides, herbicides, and fertilizers	Spring - Fall	IPM: Continue distribution of "Our Water Our World" Integrated Pest Management materials through public events, and partner with MRWMD workshops, participate in at least 1 event at Last Chance Mercantile. The focus is to show examples of alternatives to pesticides. The goal is to reach 20-40 people through events; report on increase/decrease in sales of “natural insecticides” from box store corporate headquarters.	STW	Implement annually, and provide list of facilities visited to City in Annual Report and updates as necessary.	On hold	On hold

City of Marina Stormwater Program										
Detailed Scope of Work - Stormwater Program Management Services (PE/PO)										
Year 11 (2022 - 2023) Proposed Task to Complete Revised (Version 1)										
Reference			Permit Element / Time Schedule / BMP Classification				Scope of Services By	Anticipated Deliverables	Fee Proposal	
Ref No.	Permit	Page #	MCM	Task	Schedule	Task / Recommendation - Respondent Shall:			Total Nov 1, 2022 - June 30, 2023	Total July 1 - Oct 31, 2023
20	Task 2 Public Education and Outreach Element & Public Participation and Involvement Element									
21	E.7	Page #	MCM	Task	Schedule	Public Education and Public Outreach Element				
22	E.7.a.i/ii.(j)	26	PE/PO	Schools	Spring - Fall	Schools: Provide environmental place-based learning in schools with hands-on presentations for grades K-3 and 4-12, with materials to effectively educate school–age children about storm water runoff, marine life in the MBNMS, and how they can help protect the environment (<i>groundwater and coastal areas</i>) . Partner with MRWMD to provide an assembly on protecting wildlife, recycling, and litter issues. Contact schools and principals for programs. For grades 4-12, pre-and post-student evaluations will be collected, tabulated, and analyzed for effectiveness in the annual report. All teachers who receive a program for their students will be asked to evaluate the presentation. The goal is to move this to a Zoom, Teams or equivalent platform during the pandemic	STW	Implement annually, and provide list of restaurants visited to City in Annual Report and updates as necessary.	1,720.00	\$ 1,720.00
23	E.7.a.ii.j.4	26	PE/PO	Schools	Spring - Fall	Schools: Provide environmental place-based learning workshop to educators (<i>i.e. train the trainer</i>) per Permit.	STW	Develop workshop, outreach to educators, conduct workshop. Update City when workshop will be and report on annually.	860.00	\$ 860.00
24	E.7.a.i/ii.(k)/(m)	27	PE/PO	Target Audiences	Spring	Target Audiences: Distribute existing materials target audiences to be determined (likely to the business community) via mail, advertisements, email and via community based social marketing.	ECS	Distribute as necessary to target audiences	2,795.00	\$ 2,795.00
25	E.7.a.ii.d	27	PE/PO	Movie, Radio, Print	Throughout	Movie, Radio, Print: Continue existing PE / PO messaging using a multi-pronged approach (<i>print, radio, movie ad</i>) in applicable languages. Recommend substituting TV ad approach (<i>from MRSWMP</i>) to radio ads (<i>English and Spanish</i>) and digital movie ad (<i>already produced</i>) at local theater to run during blockbuster movie season in winter or summer. Number of patrons reached via radio and movie ads to be reported annually. This may also be accomplished via mail, advertisements, email and via community based social marketing.	STW	Throughout the Contract Term, and provide overview and results to City in Annual Report, and updates as necessary.	1,290.00	\$ 1,290.00
26	E.7.a.ii.e	27	PE/PO	Events /Meetings / Presentations / Workshops	Spring - Fall	Workshops: The Permit requires the Permittee to hold public meetings to elicit public input. The recommendation is to change this approach to seeking public input through the website / Facebook & brochures. This approach will include routine updates as appropriate.	ECS / STW	As needed, and provide overview and results to City in Annual Report, and updates as necessary.		
27	E.7.a.ii.e	27	PE/PO	Events /Meetings / Presentations / Workshops	fall	Workshops: Recommend changing this to Annual Council presentation - program updates and a look ahead approach.	ECS / STW	Annually, and provide overview and results to City in Annual Report.	1,720.00	\$ 1,720.00
28	E.7.b.1.i/ii.(a-e) E.7.b.3.i/ii E.11.g	27	PE/PO	IDDE - Staff & Site Operator Training & Education	Spring	IDDE / MO/GH & IPM Training: Staff and Site Operator Training and Education. E.7.b.1 - E.7.b.1. Illicit Discharge Detection and Elimination Training; E.7.b.2. Staff Construction Outreach and Education; E.7.b.3. Pollution Prevention and Good Housekeeping Staff Training; Combined with No.'s 28, 33, and 55 training.	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	2,150.00	\$ 2,150.00
29	E.7.b.2.b.i/ii.a	29	PE/PO	Construction Outreach and Education	3-4 x a yr	Construction Site Operator Education: Develop and distribute educational materials to construction site operators. Recommend notice to all operators working in town on WDID # / SWPPP projects be emailed a notice on trainings locally on stormwater construction site BMPs, post notice on City's website and make notice available at Permit Counter twice a year.	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	1,032.00	\$ 1,032.00
3	Task 2: Public Education and Outreach Element & Public Participation and Involvement Element									
31	E.7	Page #	MCM	Task	Schedule	Public Education and Public Outreach Element				
32	E.7.b.2.b.i/ii.b-d	29	PE/PO	Construction Outreach and Education	3-4 x a yr	Construction Operator Outreach Recommendations: (b) Distribute outreach tools aimed at educating construction site operators on appropriate selection, installation, implementation, and maintenance of storm water BMPs, as well as overall program compliance. (c) Distribute appropriate outreach materials to all construction operators who will be disturbing land within the MS4 boundary. The Permittee's contact information and website shall be included in these materials. (d) Update the existing stormwater website as necessary, to include information on appropriate selection, installation, implementation, and maintenance of BMPs. Replace with debriefing / training notices on a near monthly basis	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	2,150.00	\$ 2,150.00
33	E.7.b.3.i/ii	29-30	PE/PO	Pollution Prevention and Good Housekeeping Staff Training	fall	MO/GH Training: E.7.b.3. Pollution Prevention and Good Housekeeping Staff Training. Combined with No.'s 28, 33, and 55 training.	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report. See item 20 for joint cost	-	

City of Marina Stormwater Program										
Detailed Scope of Work - Stormwater Program Management Services (PE/PO)										
Year 11 (2022 - 2023) Proposed Task to Complete Revised (Version 1)										
Reference			Permit Element / Time Schedule / BMP Classification				Scope of Services By	Anticipated Deliverables	Fee Proposal	
Ref No.	Permit	Page #	MCM	Task	Schedule	Task / Recommendation - Respondent Shall:			Total Nov 1, 2022 - June 30, 2023	Total July 1 - Oct 31, 2023
34	E.8	Page #	MCM	Task	Schedule	Public Participation & Public Involvement				
35	E.8.i.ii.(a-d)	30	PIPP	Coastal Cleanup - sponsorship	Throughout	Event: As required public participation and involvement program shall encourage volunteerism, public comment and input on policy, and activism in the community. With this in mind Respondent shall coordinate, engage and lead the public in numerous events and/or sponsor partner events; such as coastal clean-up, pet poo markers installation, clean-up of debris and trash at local parks (<i>at least 4 events annually</i>), dune plant restoration, bi-annual Marina tree and garden club garden tour. Respondent shall engage the public via existing well established contacts with CSUMB and local environmental groups through Respondent's website, facebook, the City's website and via word of mouth recruitment at local community events, such as, farmers markets and etcetera. Respondent routinely solicits public input on program materials via each and every outreach material. Note: Some aspects of these tasks are carry-overs from the MRSWMP program.	ECS / STW	Throughout the year, and provide overview of results to the City as needed and in Annual Report.	2,150.00	\$ 2,150.00
36	E.8.i/ii.(e)	30	PIPP	RWMG / IRWMG	Throughout	Regional Water Management Group [(RWMG) Formerly Integrated Regional Water Management Program (IRWMP)]: Respondent shall participate on behalf of client in monthly and / or quarterly RWMG meetings and associated watershed-level planning efforts, if applicable. The time provided is just an estimate	ECS	As needed, and provide updates to City as needed and overview in Annual Report.	1,720.00	\$ 1,720.00
37	Subtotal Task 2: Public Education and Public Outreach and Public Participation and Involvement Element							23,857.00	23,607.00	
38	Task 3: Construction, Municipal Operations and Good Housekeeping and Post Construction Requirements									
38										
39	E.10.a	Page #	MCM	Task	Schedule	Construction Site Management				
40	E.10.a	37-39	Con	Construction Site Outreach	Throughout	Construction Outreach: Update existing construction site related education materials as needed based upon changing regulations, standards and ASTM standards.	ECS	Throughout as needed, and provide updates to the City as needed and overview in the Annual Report of updates / modifications made.	430.00	\$ 430.00
41	E.10.a.(i-iii)	37	Con	Inventory	3 - 4 x a yr	Construction Site Inventory - Maintain list of all active construction sites within City limits	ECS	Maintain list for city that achieves this permit requirement with coordination with City staff for all non-SWPPP sites with Soil Disturbing Activities.	516.00	\$ 516.00
43	E.11	MO/GH		Municipal Operations & Good Housekeeping						
44	E.11	Page #	MCM	Task	Schedule	Municipal Operations & Good Housekeeping				
45	E.11.e.	43-44		Municipal Facility Inspections	1 x a yr	MO/GH Inspections: Respondent shall inspect municipally owned facilities as follows: (a) Quarterly visual hotspot inspections, (b) Annual Hotspot comprehensive inspections, (c) Quarterly Hotspot visual observation of storm water and non-storm water discharges, (d) Non-Hotspot Inspection once per Permit term vs. E.11.c.ii - annual assessment. Respondent will make assessments of the sites risk to water quality and make recommendations for remedial adjustments / actions as necessary. Respondent estimates that 8 sites in town will need quarterly inspections for various reasons, and 20 non-hotspot sites will be inspected annually.	ECS	Conduct inspections as specified and provide updates to City as needed and overview in Annual Report.	-	\$ 4,730.00
48	E.11.G		4 x a year	Reporting	TP	Trash Policy Plan Compliance Reporting - Provide assistance to ensure City is meeting trash Full Capture System status, report on progress annually to water board	ECS	Assist and prepare annual report	516.00	\$ 2,064.00
50	E.11.j.ii	47-48	MO/GH	Landscape Design and Maintenance	fall	IPM Training: Combined with No.'s 28, 33, and 55 training.	ECS / STW	Annually, provide training opportunities to City applicators and distributors, update City as needed and an overview will be provided in the Annual Report. See item 20 for joint cost.	-	\$ -
51	E.12				PCON	Post Construction				
52	E.12	CCRWQCB PCRs	PCON	Reporting	4 x a yr	Post Construction Requirements - Related to Central Coast Regional Water Quality Control Board Post Construction Requirements. Update outreach materials based upon regulatory changes / updates. Remind City about requirement for annual reporting, conduct self certification outreach and assist with reporting. Coordinate annual reporting with Permittees and Review O&M and Agreements as necessary	ECS	See Task / Recommendations to Left	1,720.00	\$ 6,880.00
53	E.12.i	60	PCON		Excluded	OPTIONAL: Post-Construction Best Management Practice Condition Assessment: Visually inspect and assess the condition of PCRs on sites where the site operator fails to report on the condition in the prior year. I estimate about 5-6 sites to inspect.	ECS	Optional: Recommend this to close the gap.		\$ -

City of Marina Stormwater Program										
Detailed Scope of Work - Stormwater Program Management Services (PE/PO)										
Year 11 (2022 - 2023) Proposed Task to Complete Revised (Version 1)										
Reference			Permit Element / Time Schedule / BMP Classification				Scope of Services By	Anticipated Deliverables	Fee Proposal	
Ref No.	Permit	Page #	MCM	Task	Schedule	Task / Recommendation - Respondent Shall:			Total Nov 1, 2022 - June 30, 2023	Total July 1 - Oct 31, 2023
54	Subtotal		Task 3: Construction, Municipal Operations & Good Housekeeping and Post Construction Requirements						3,182.00	14,620.00
55	Task 4: Water Quality Monitoring & Sampling, Program Effectiveness Assessment and Improvement Plan, TMDL and Annual Report									
56	E.13				WQM	Water Quality Monitoring & Sampling				
57	E.13	62-69	WQM	n/a	n/a	N/A: Since the City does not have any outfalls that discharge to a US waterway (Note caveat regarding vernal pools), but which instead discharge to percolation ponds it is Respondent's position that this Permit element is not applicable at this time, unless the Central Coast RWQCB directs otherwise.	n/a	n/a		
58	E.13	n/a	WQM	Field Sampling	WQM	Water Quality Monitoring & Sampling to Coincide with 2NDNature Work. Staff time, lab fees and etc. Details available on supplemental document upon request. The hope is that this will assist in securing a WDR. Cushion provided of 12%. If not required, then not charged	STW	Conduct Vernal Pool Water Quality Monitoring & Sampling	10,000.00	2,500.00
59	E.14				PEAIP	Program Effectiveness Assessment and Improvement Plan				
60	E.14	70 - 13267 Notice	6/13/2016 13267 Notice	Software User Agreement	2NDNature	13267 Notice Software: Software user license agreement for 13267 Requirements. Cushion of 5% added. If not required, then not charged	2ND	Annual software licensing fee	8,244.50	
61	E.14.a-b	70-73	PEAIP	Program Effectiveness Assessment and improvement Plan	Summer-fall	PEAIP: As applicable to the scope of work expressed within the RFP, specifically in regards to Public Education and Outreach Respondent will annually prepare and submit an effectiveness assessment analysis with recommendations based upon the iterative process to the MEP principle to City.	ECS / STW	The PEAIP will be submitted annually to the City for review and consideration.		3,870
62	E.15				TMDL	Total Maximum Daily Load				
63	E.15	73-74	TMDL	TMDL Requirements	n/a	Not applicable to this RFP, nor to the City of Marina.	n/a	n/a		
64	E16				ARPT	Annual Reports				
65	E.16	All	Reports	Applicable Annual Report Sections	fall	Annual Reports: Respondent shall prepare and submit all applicable Annual Report sections related to Public Education / Outreach (E.7) and Public Involvement / Participation (E.8) deliverables	ECS / STW	These documents will be prepared Annually and submitted to the City Representative prior to the SMARTS Annual Report submission due date to allow ample opportunity for input and direction with City Representative.		8,600
66	Subtotal		Task 4: Water Quality Monitoring & Sampling, PEAIP, TMDL and Annual Report						18,244.50	14,970.00
67	Task 5: Other Program Cost: Print, Postage and Mail									
68	All	n/a	PE/PO	Print Cost	As needed	Print cost shall be at actual cost, plus 20% administrative overhead. Estimate of total print cost at 6,000 materials per year.	ECS / STW	Updates will be provided in Monthly billings to City. Reduced in a third because of Covid-19	875.00	875.00
69	All	n/a	PE/PO	Postage / etc.	As needed	Postage cost shall be at actual cost, plus 20% administrative overhead. Estimate of total of 4,000 mailings per year.	ECS / STW	Updates will be provided in Monthly billings to City.	1,600.00	1,600.00
70	All	All	Reports	Annual Report Sections	Throughout	Extra Reports: Respondent shall prepare and submit all other Annual Report Sections as directed by the CITY in compliance with the existing PERMIT at an hourly rate of:	ECS / STW	These documents will be prepared Annually and submitted to the City Representative prior to the SMARTS Annual Report submission due date to allow ample opportunity for input and direction with City Representative.	TBD	TBD
71	Subtotal		Task 5: Other Program Cost: Print, Postage and Mail						2,475	2,475
GRAND TOTAL: 2021-2022 (Contract Year November 1, 2021-June 30,2022 & July 1, 2022-October 31, 2022)									\$ 62,895	\$ 70,808
Key: Con = Construction, IDDE = Illicit Discharge Detection and Elimination, MO/GH = Municipal Operations and Good Housekeeping, PE/PO = Public Education / Public Outreach, PP/PI = Public Participation and Public Involvement & PCR = Post Construction Requirements.										
Key: ECS = Environmental Compliance Specialist, 2ND = 2ND Nature, STW = Save the Whales										
Note: This is a "Not to Exceed" Fee based proposal. As always, the approach is time and materials and if the total estimated amount is not utilized than those remaining funds will be available for other program element assistance at the discretion of Client's representative or simply will not be used.										
Note: All STW / ECS or ECS / STW combination projects I just divide the budget in half between the two of us to simplify accounting										
Note, items 5, 8, 42, 46, 47, 48, 49, 53, 58, 60, are all newer line items. Thus additional work that did not exist before 2018.										

**CITY OF MARINA
AMENDMENT NO. 6 TO THE AGREEMENT FOR
PROFESSIONAL SERVICES FOR THE CITY OF MARINA'S
STORM WATER PROGRAM**

THIS AMENDMENT NO. 6 ("Amendment No. 6") to the Agreement entered into between the City of Marina ("City"), and Save the Whales ("Contractor") on May 4, 2017 (the "Agreement") is made and entered into as of the _____ day of _____ 2022, by and between those Parties. City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No. 6.

Recitals

- A. City desires to retain Contractor for professional services associated with the City of Marina's Storm Water Permit Program (Program) – Contractor shall provide general assistance as requested on issues pertaining to City Program and shall perform other support services for City as determined by the City Engineer, to assist the City in complying with State Water Resources Control Board Water Quality Order No. 2013-0001-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004 (hereafter, "Phase II Permit")
- B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- C. City desires to retain Contractor to provide such services.

In consideration of the mutual promises contained herein, City and Contractor agree that the Terms and Conditions set forth herein are incorporated into the Agreement. Only the provisions of the numbered sections of the Agreement which are being amended hereby are included in this Amendment No. 6, and all other terms and conditions of the Agreement shall remain unchanged.

Section 1.(a) of the Agreement "Scope of Work" is hereby deleted in its entirety and replaced with the following:

"1.(a) Scope of Work.

- (a) Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in Exhibit "A", Exhibit "A.1", Exhibit "A.2", Exhibit "A.3", "A.4", "A.5", "A.6" attached hereto ("Scope of Work") and by this reference made a part hereof. The Scope of Work in Exhibit "A", "A.1", "A.2", "A.3", "A.4", "A.5", and "A.6" is referencing compliance requirements under the Phase II Permit. With thirty (30) days prior written notice to Contractor, City may elect to delete certain tasks of the Scope of Work at its sole discretion, as provided in Section 4 to this Agreement."

Section 2.(a) of the Agreement "Term of Agreement & Commencement of Work" is hereby deleted in its entirety and replaced with the following:

“2.(a) Term of Agreement & Commencement of Work.

- (a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire upon the earlier of October 31, 2023 or thirty (30) days after the issuance of the City’s WDRs by the RWQCB. Upon the issuance of the WDRs to the City, the City may elect not to terminate this Agreement, and to otherwise have Contractor continue with all or parts of the Scope of Work in order for the City to comply with certain elements of the issued WDRs, but in no event shall this Agreement extend beyond October 31, 2023, unless extended by written amendment by the parties hereto. In the event the City determines to continue with all or certain elements of the Scope of Work to comply with its WDRs, the City, within fifteen (15) days from the date of the issuance of the WDRs, shall provide written notice to Contractor of those services under the Scope of Work the City has determined to continue to have Contractor provide. The date of full execution is defined as the date when all of the following events have occurred:”

Section 3.(a) of the Agreement “Compensation” is hereby deleted in its entirety and replaced with the follow:

“3.(a) Compensation

- (a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to exceed eight hundred fifty-seven thousand three hundred and seventy-three dollars (\$991,076.00), in accordance with the provisions of this Section and the Cost Estimate attached hereto as Exhibit B and incorporated herein by this reference.”

In all other respect the Agreement remains enforceable in accordance with its terms and in full force effect.

IN WITNESS WHEREOF, Contractor and the City by their duly authorized representatives, have executed this Agreement, on the date first set forth above, at Marina, California.

CITY OF MARINA

CONTRACTOR

By: _____
 Name: Layne P. Long
 Its: City Manager

By: _____
 Name: Maris Sidenstecker
 Its: Project Manager

Date: _____ Date: _____

Approved as to form:

By: _____
 City Attorney

Attest: _____
 Deputy City Clerk

Resolution No. 2022-

EXHIBIT B

COSTS

Proposed costs are provided below.

Original Contract (Partial Permit Year 4)	\$ 73,730.00
Amendment No. 1 (Permit Year 5)	\$230,084.00
Amendment No. 2 (Permit Year 6)	\$153,386.00
Amendment No. 3 (Permit Year 7)	\$131,667.00
Amendment No. 4 (Permit Year 8)	\$131,252.00
Amendment No. 5 (Permit Year 9)	\$137,254.00
Amendment No. 6 (Permit Year 10)	\$133,703.00
Program Contract Budget	\$991,076.00

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 18, 2022

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-,
APPROVING A CREDIT OF SURPLUS SOLID WASTE COLLECTION
FEES BACK TO RATE PAYERS**

REQUEST: It is requested that the City Council consider:

- (1) Adopting Resolution No. 2022- approving a credit of surplus solid waste collection fees back to rate payers that paid for service in rate period 5 and rate period 6.

BACKGROUND:

On August 19, 2014, the City Council adopted Resolution No. 2014-98, and entered into a new exclusive 15-year Franchise Agreement with Green Waste Recovery (GRW) to provide solid waste, recycling, and organics collection services for the City of Marina. The Agreement provides for automatic annual rate adjustments for GWR's services calculated following either a multi-index rate adjustment methodology or a cost-based rate adjustment methodology.

The cost-based adjustment involves an extensive and detailed review of GWR's actual cost of operations, changes in inflation, the number of customers, and the service level provided and comparing this to actual gross receipts collected to determine GWR's compensation for the current rate period and to forecast the future rates. A cost-based rate adjustment was performed for rate period 5 in 2019. Adjustments to the GWR compensation resulted in rate-payer surpluses of \$540,298 in rate period 5, \$258,203 in rate period 6, and \$175,891 in rate period 7. As a result of the surpluses, rates for marina customers set in 2018 remained fixed until the approval of rates in period 8 which started on July 1, 2022.

At the September 15th, 2020 meeting, City Council asked staff to analyze an equitable method of returning the surplus from rate periods 5 and 6 to the rate-payers that paid into the surplus.

At the meeting on June 7, 2022, the City Council adopted Resolution No. 2022-75, approving an agreement between the City of Marina and HF&H Consultants, LLC (HF&H) to perform an analysis of an equitable method of crediting surplus solid waste collection fees back to rate payers.

At the meeting on June 7, 2022, the City Council adopted Resolution No. 2022-74, approving rate increases that were offset by applying \$89,227 of the surplus generated in rate period 8 which reduced the increase from 5.82% to 3.10%. The remaining half of the surplus generated in rate period 7 is available to offset rate increases in rate period 9 which will be submitted for City Council approval prior to July 2023.

ANALYSIS:

HF&H reviewed the July 2019 (RP5 Billing File) and July 2020 (RP6 Billing File) billing file provided by GWR for residential and commercial customers in the City of Marina (**EXHIBIT A**). HF&H annualized residential and commercial revenue and then applied a uniform credit percentage across each customer's annualized billing amount needed to calculate each customer's contribution to the surplus within each rate period. HF&H summarized the rate period 5 and rate period 6 credit by customer. This credit shall be applied to the customer's current rate period 8 monthly or quarterly bill(s) until the total credit balance for each respective customer is exhausted. Some residential and commercial customers will receive one or more months of free service using the combined credit for rate periods 5 and 6. This list of credits was provided to GWR and the City to assist in the application of the credit.

FISCAL IMPACT:

There is no cost to the City for the refund of surplus rates collected from rate payers in Marina.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2022-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING
A CREDIT OF SURPLUS SOLID WASTE COLLECTION FEES BACK TO RATE
PAYERS.

WHEREAS, the City of Marina entered into a franchise agreement with GreenWaste Recovery, Inc. (GWR) on August 19, 2014 for solid waste, recycling, and organics collection services for the period of August 1, 2015 through July 31, 2030, and;

WHEREAS, Section 8.2 of the Franchise Agreement provides for automatic annual rate adjustments for GWR's services calculated following either a multi-index rate adjustment methodology or a cost-based rate adjustment methodology, and;

WHEREAS, a cost-based rate adjustment was performed for rate period 5 in 2019. Adjustments to the GWR compensation resulted in rate-payer surpluses of \$540,298 in rate period 5, \$258,203 in rate period 6, and \$175,891 in rate period 7, and;

WHEREAS, at the September 15th, 2020 meeting, City Council asked staff to analyze an equitable method of returning the surplus from rate periods 5 and 6 to the rate-payers that paid into the surplus, and;

WHEREAS, at the meeting on June 7, 2022, the City Council adopted Resolution No. 2022-75, approving an agreement between the City of Marina and HF&H Consultants, LLC (HF&H) to perform an analysis of an equitable method of crediting surplus solid waste collection fees back to rate payers, and;

WHEREAS, HF&H reviewed the July 2019 (RP5 Billing File) and July 2020 (RP6 Billing File) billing file provided by GWR for residential and commercial customers in the City of Marina (**EXHIBIT A**). HF&H annualized residential and commercial revenue and then applied a uniform credit percentage across each customer's annualized billing amount needed to calculate each customer's contribution to the surplus within each rate period. The list of credits was provided to GWR and the City to assist in the application of the credit.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina hereby approves a credit of surplus solid waste collection fees back to rate payers that paid for service in rate period 5 and rate period 6.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 18th day of October 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk



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Robert D. Hilton, Emeritus
John W. Farnkopf, PE
Laith B. Ezzet, CMC
Richard J. Simonson, CMC
Marva M. Sheehan, CPA
Robert C. Hilton

September 22, 2022

Mr. Brian McMinn
Public Works Director
City of Marina

Sent via E-mail

Subject: Analysis of GreenWaste Recovery's Surplus Disbursement Report

Reference Number: S6040

Dear Mr. McMinn:

HF&H Consultants, LLC (HF&H) was retained by the City of Marina (City) to assist with an analysis and evaluation of the GreenWaste Recovery (GWR) Rate Period 5 (RP5) and Rate Period 6 (RP6) surplus in revenues. This report presents our analysis and findings.

EXECUTIVE SUMMARY

HF&H performed a Cost Based Rate Adjustment (CBRA) in RP5 and found that rate revenues exceeded costs of providing service to solid waste, recycling, and organics customers in the City as a result of efficiencies from GWRs service. Marina elected to hold rates at their then current levels rather than adjusting rates lower. This decision was made in anticipation of significant increased costs to provide service as a result of legislation, namely SB 1383. In 2021 HF&H and the City finished negotiations with GWR to implement programs required by SB 1383, and have reached terms with its associated costs. Upon completion of these negotiation the City identified a remaining surplus which it wished to pass on to customers in the form of a billing statement credit. HF&H's analysis of GWR's RP5 and RP6 surplus calculated up to a 15.24% credit on annualized RP5 billings and up to 7.40% on annualized RP6 billings. When these credits are applied on a customer's current quarterly or monthly bill, some customers may receive one or more billing cycles of free service.

BACKGROUND

In 2012, the City, participating with other members of the Monterey Regional Waste Management District (MRWMD), issued a competitive request for proposals for collection services and entered into the new Agreement with GWR effective July 1, 2015. The Agreement resulted in the following, related to the adjustment of rates:

- Rates are annually adjusted throughout the term of the Agreement, using various inflationary indices, actual tonnage, and changes in the tipping fees at the District, unless either the City or GWR request a Cost Based Rate Adjustment.

Mr. Brian McMinn
 September 22, 2022
 Page 2 of 4

- A -13.99% adjustment (the result of a \$540,298 surplus in revenues) to rates was calculated in the CBRA for RP5. City staff indicated a preliminary preference to freeze rates and use the rate reduction as an offset against future rate adjustments, until such time as that credit has been exhausted.
- A -6.69% adjustment (the result of a \$258,203 surplus in revenues) to rates was calculated in the index adjustment in RP6. City staff also indicated a preference to continue freezing the rates and use the current and RP5 reduction as an offset against future rate adjustments, until such time as all credit has been exhausted.
- A -4.62 % adjustment (the result of a \$178,454 surplus in revenues) to revenues was calculated in the index adjustment in RP7. City staff continued to freeze rates and use the RP5, RP6, and RP7 reduction as an offset against future rate adjustments, until such time as all credit has been exhausted.
- In 2021, the City concluded negotiations regarding additional costs for GWR to provide services to meet compliance with SB 1383. The additional costs for these services are covered under the current annual rate revenue, and as such, no additional rate increase was necessary.
- A 5.82% adjustment (the result of a \$224,827 deficit in revenues) to revenues was calculated in the index adjustment in RP8. City staff elected to use half of the RP7 surplus (\$89,277) in addition to a 3.10% adjustment to meet the RP8 revenue requirement. The remaining surplus balance at this time is \$857,101, of which \$540,298 is from RP5, \$258,203 is from RP6 and \$58,600 remains from RP7.
- At this time, the City has requested HF&H perform an analysis to understand how to equitably distribute the surplus balance from RP5 and RP6 (\$798,501) and to ensure that all customers that would be eligible for a potential credit against future bills are accounted for.

SURPLUS ANALYSIS AND REFUND CALCULATION

HF&H Scope of Work

HF&H performed the following steps for the surplus analysis and refund calculation:

1. Reviewed GWR's July Billing information for RP5 and RP6 to determine the customers and subscriptions by customer class during each rate period.
2. Applied a uniform rate decrease to the residential and commercial customers in RP5 and a separate uniform rate decrease in RP6 to reach each year's surplus amount that would result in each year's surplus being offset by the total credited amounts.
3. Totaled the RP5 and RP6 credit by customer to calculate each customer's credit to be applied to future billings.
4. Calculated the quarterly residential billing credit and monthly commercial billing credit to be applied to the RP8 billings for each individual customer.

Review of Billing Data

HF&H reviewed the July 2019 (RP5 Billing File) and July 2020 (RP6 Billing File) billing file provided by GWR for residential and commercial customers in the City of Marina. Because this file represents a point in time, HF&H adjusted the billing file for customers that were pro-rated during the billing cycle to more

Mr. Brian McMinn
 September 22, 2022
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accurately estimate the monthly or quarterly bill each customer received for their subscribed level of service for a full month or quarter. This analysis did not review changes in subscription levels for each month of the rate period, but instead used a year over year subscription approach; a customer's subscription level in July was assumed to apply for the entire rate period. Tracking each customer's total subscription service and billings over the 24-month period would have required a far more substantial amount of time and cost to gain a minor change to the results of the approach.

Calculation of Credit Percentage

The total surplus to return to customers for RP5 is \$540,298 and for RP6 is \$258,203. To equitably return the surplus to residential and commercial customers, HF&H needed to calculate each customer's contribution to the surplus within each rate period. This calculation is performed by annualizing residential and commercial revenue and then applying a uniform credit percentage across each customer's annualized billing amount. This methodology proportionately refunds customers based on their subscribed service, and is more equitable than a flat per customer credit. This calculation was to be performed separately for each rate period.

To calculate the uniform RP5 percentage, HF&H multiplied the residential quarterly billings by four (4) to estimate the annual billings. Then, HF&H multiplied the commercial monthly billings by twelve (12) to estimate the annual commercial billings. Finally, HF&H applied a uniform credit percentage to the annual billings until the billing differential between the projected RP5 Billings and the Discounted RP5 billings equaled the full surplus of \$540,298. The same methodology was applied to the RP6 billings. A summary calculation for RP5 and RP6 is shown below in Figure 1 and figure 2.

The result of HF&H's calculation is a 15.4% credit to RP5 billings and a 7.40% credit to RP6 billings.

Figure 1: Calculation of RP5 Surplus Credit

		A		B		C = A x (1-B)		D = A - C	
Rate Period 5 Surplus Calculation									
	Monthly Billing	Quarterly Billing	Annualized Billing	Credit %	Discounted Revenue	Surplus	Credit		
Residential 2019	N/A	\$ 258,748	\$ 1,034,991	15.24%	\$ 877,236	\$ 157,755			
Commercial 2019	\$ 209,147	N/A	\$ 2,509,761	15.24%	\$ 2,127,218	\$ 382,543			
Total			\$ 3,544,752		\$ 3,004,454	\$ 540,298			

Figure 2: Calculation of RP6 Surplus Credit

		A		B		C = A x (1-B)		D = A - C		
Rate Period 6 Surplus Calculation										
		Monthly Billing	Quarterly Billing	Annualized Billing	Credit %	Discounted Revenue	Surplus	Credit		
Residential 2020	N/A	\$	265,412	\$	1,061,646	7.40%	\$	983,041	\$	78,605
Commercial 2020	\$	202,140	N/A	\$	2,425,682	7.40%	\$	2,246,083	\$	179,598
Total				\$	3,487,328		\$	3,229,125	\$	258,203

Credit per Customer

HF&H summarized the RP5 and RP6 credit by customer. This credit shall be applied to the customer's current RP8 monthly or quarterly bill(s) until the total credit balance for each respective customer is

Mr. Brian McMinn
 September 22, 2022
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exhausted. This list of credits was provided to GWR and the City to assist in the application of the credit. The list has not been included as an attachment to this report to protect sensitive customer information. Customers of good standing with GWR that received service in either RP5 or RP6 are eligible for this credit.

To apply this credit to current rate payers, HF&H calculated the RP8 quarterly and monthly bill for each customer. There was no rate increase from RP6 to RP7, and a 3.10% rate increase from RP7 to RP8. HF&H applied the combined RP5 and RP6 credit to each customer's quarterly or monthly bill. While the current service level and therefore the percentage credit being applied to current bills may differ, the dollar amount will remain exact. An example customer is included below in Figure 3. Some residential and commercial customers will receive one or more months of free service using the RP5 and RP6 combined credit.

Figure 3: Example Application of Customer Credit

	A	B = A x 3.10%	C	D	E = C + D	F = E / B
Credit Application to Customer's RP8 Bill						
Customer Name	RP6 Bill	Est. RP8 Bill	RP5 Credit	RP6 Credit	Combined Credit	Quarterly Bill Credit
John & Jane Doe	\$ 70.66	\$ 72.86	\$ 43.08	\$ 20.93	\$ 64.01	88%

* * * * *

We would like to express our appreciation to GWR staff for their assistance and cooperation in this process. Should you have any questions, please call me at 925/977-6959 or rchilton@hfh-consultants.com.

Very truly yours,
 HF&H CONSULTANTS, LLC

Rob Hilton
 President

Members of the Marina
City Council

City Council Meeting
of October 18, 2022

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH RAIMI+ASSOCIATES FOR THE PREPARATION OF A COMPREHENSIVE GENERAL PLAN UPDATE, ENVIRONMENTAL IMPACT REPORT (EIR), AND ZONING CODE UPDATE; AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF CITY WITH RAIMI+ASSOCIATES SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY. THE PROFESSIONAL SERVICES AGREEMENT IS EXEMPT FROM ENVIRONMENTAL REVIEW PER §15061(b)(3) OF THE CEQA GUIDELINES.

REQUEST: It is requested that the Marina City Council:

1. Approve a Professional Services Agreement with Raimi+Associates (R+A) for the preparation of a comprehensive General Plan Update, EIR, and Zoning Code Update in compliance with State law;
2. Authorize the Finance Director to make necessary accounting and budgetary entries; and
3. Authorize the City Manager to execute the Agreement on behalf of City with Raimi+Associates subject to final review by the City Attorney.

SUMMARY:

At its meeting on June 21, 2022, the City Council authorized the release of a Request for Proposals (RFP) for the preparation of a comprehensive General Plan Update, EIR, and Zoning Code Update. The RFP was widely publicized, and three (3) qualified consultants submitted proposals. Staff interviewed all three (3) on September 15, 2022, and selected Raimi+Associates (Raimi). Raimi has the team with the most experience working in Marina (Kimley Horn for traffic and Rincon for CEQA). The Raimi team also demonstrated a deeper understanding of the issues facing Marina compared to other submitted proposals and came within the requested budget of \$1.75 million (including contingency). After further consideration and internal discussion, staff determined that a more robust public engagement scope and budget would be beneficial to the effort. We asked the consultant to increase this aspect of the budget and it is included in the exhibit.

A standard Professional Services Agreement (Agreement) for the preparation of the General Plan Update, EIR, and Zoning Code Update is included as **EXHIBIT A** and includes the consultant's scope of work, schedule, budget, and insurance and liability information.

SCHEDULE: On June 21, 2022, the City Council authorized the release of a Request for Proposals (RFP) for Consultant Services to prepare a comprehensive General Plan Update and accompanying zoning code and map updates, and appropriate CEQA review. The following steps took place since the release of the RFP:

- The RFP was distributed on June 24, 2022

- Deadline to Submit Proposals was August 17, 2022, 3:00 pm (department received three (3) qualified submittals)
- Interviews for all three (3) firms that submitted was scheduled for September 15, 2022
- Raimi was selected based on their local knowledge and experience and the use of local subconsultants (Rincon and Kimley-Horn) who have significant knowledge of the issues that are unique to the City of Marina.
- Once the Update is underway, the following timeline is expected:
 - Outreach meetings, workshops, online and social media information gathering and development of draft materials, fall 2022 through early 2023
 - 1st Admin. GP draft early 2024
 - Admin. draft EIR early 2024
 - Public draft GP and EIR spring 2024
 - Final EIR summer 2024, final GP early fall 2024
 - Zoning ordinance and map updates in process throughout with final for adoption late 2024.

FISCAL IMPACT:

At its May 3, 2022, meeting, the City Council authorized the use of \$965,000.00 of General Plan Maintenance Fee revenue for the GPU effort. The additional funding will require a budget amendment to transfer the remainder from the General Fund to the General Plan accounting project (EDC 2014) and some funding may be realized from the Community Development Department's increased license and permit revenues within the Building Inspection Department. Staff has analyzed building permit revenues from commercial and residential construction and identified an increase in budgeted revenues for the current fiscal year which will assist in offsetting the project cost.

ENVIRONMENTAL REVIEW:

The approval of this Professional Services Agreement is not subject to California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, 15061(b)(3) because the proposed agreement is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

CONCLUSION:

This request is submitted for City Council consideration.

Respectfully submitted,

Alyson Hunter, AICP
 Sr. Planner, Community Development Dept.
 City of Marina

REVIEWED/CONCUR:

Guido F. Persicone, AICP
Director, Community Development Dept.
City of Marina

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH RAIMI+ASSOCIATES FOR THE PREPARATION OF A COMPREHENSIVE GENERAL PLAN UPDATE, ENVIRONMENTAL IMPACT REPORT (EIR), AND ZONING CODE UPDATE; AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF CITY WITH RAIMI+ASSOCIATES SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY. THE PROFESSIONAL SERVICES AGREEMENT IS EXEMPT FROM ENVIRONMENTAL REVIEW PER §15061(b)(3) OF THE CEQA GUIDELINES.

WHEREAS, since the adoption of the City's current General Plan in 2000, the City has changed dramatically through both geographic expansion resulting from the dissolution of the Fort Ord Army Base and through significant residential, commercial, institutional, and industrial development over the past 20 years;

WHEREAS, several Specific Plans have been adopted and implemented that supersede substantial planning areas of the current General Plan;

WHEREAS, the City of Marina is obligated to implement California's Planning Priorities, as described in the 2017 Office of Planning & Research (OPR) General Plan Update Guidelines;

WHEREAS, recent housing laws that govern the preparation of a City's Housing Element will require that the City of Marina, in addition to its separate Housing Element update, also update its Land Use and Safety Elements and to incorporate Environmental Justice policies throughout the document as appropriate;

WHEREAS, in order to maximize the efficiency of effort, the General Plan Update should closely follow the update of the Housing Element so that the specific Element updates and their required environmental review can be conducted in concert with the Housing Element;

WHEREAS, the City expects this project to provide standards that will be consistent with relevant statutes adopted by the State legislature since 2000 and the GPU Guidelines prepared by the OPR, as may be updated from time to time;

WHEREAS, the City will utilize \$965,000.00 generated through the General Plan Update Fee, a fee collected through the issuance of Building Permits, and additional funds allocated from the General Fund for an amount not to exceed \$1.44 million dollars with a standard 10% contingency;

WHEREAS, in order to complete the project, the City will hire Raimi+Associates, a qualified Planning consultant, to prepare the General Plan Update and corresponding zoning code and map(s), as well as an EIR to address the significant environmental impacts that may result from the changes in policies and standards;

WHEREAS, the effort described above shall be completed within the timeframe and as specified in the Scope of Work and Budget included in **Exhibits A and B**, respectively, and incorporated by reference herein; and

WHEREAS, the approval of this Resolution authorizing a Professional Services Agreement between the consultant (Raimi+Associates) and the City of Marina is not subject to California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, 15061(b)(3) because the proposed agreement is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

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

1. Approve a Professional Services Agreement with Raimi+Associates (R+A) for the preparation of a comprehensive General Plan Update, EIR, and Zoning Code Update in compliance with State law;
2. Authorize the Finance Director to make necessary accounting and budgetary entries; and
3. Authorize the City Manager to execute the Agreement on behalf of City with R+A subject to final review by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 18th day of October 2022, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

**CITY OF MARINA
AGREEMENT FOR PROFESSIONAL SERVICES FOR URBAN PLANNING
CONSULTING**

THIS AGREEMENT is made and entered into on _____, 2022, by and between the City of Marina, a California charter city, hereinafter referred to as the “City,” and Raimi+Associates, a Planning consulting firm, hereinafter referred to as the “Contractor.” City and Contractor are sometimes individually referred to as “party” and collectively as “parties” in this Agreement.

Recitals

- A. City desires to retain Contractor to prepare a comprehensive General Plan Update (GPU), Environmental Impact Report (EIR), and Zoning Code update consistent with California State law, hereinafter referred to as the “Project.”
- B. Contractor represents and warrants that it has the qualifications, experience, and personnel necessary to properly perform the services as set forth herein.
- C. Contractor represents that it has the degree of specialized expertise contemplated within California Government Codes §§37103 and 53060 and holds all necessary licenses to practice and perform the services herein contemplated.
- D. City desires to retain Contractor to provide such services.

Terms and Conditions

For of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises contained herein, City and Contractor agree to the following terms and conditions:

1. Scope of Work.

(a) Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in **Exhibit “A”** attached hereto (“Scope of Work”) and by this reference made a part hereof. With prior written notice to Contractor, City may elect to delete certain tasks of the Scope of Work at its sole discretion.

(b) Contractor shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. Contractor shall provide corrective services without charge to the City for work which fails to meet these standards and which is reported to Contractor in writing within sixty days of discovery. Should Contractor fail or refuse to perform promptly its obligations under this Agreement, the City may render or undertake the performance thereof and the Contractor shall be liable for any expenses thereby incurred.

(c) If services under this Agreement are to be performed by a design professional, as that term is defined in California Civil Code §2782.8(b)(2), design professional certifies that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in Section 1(a). By delivery of completed work, design professional certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws, and the professional standard of care in California.

(d) Contractor is responsible for making an independent evaluation and judgment of all

relevant conditions affecting performance of the work, including without limitation site conditions, existing facilities, soils, hydrologic, geographic, climatic conditions, applicable federal, state and local laws and regulations and all other contingencies or considerations.

(e) City shall cooperate with Contractor and will furnish all information data, records and reports existing and available to City to enable Contractor to carry out work outlined in Exhibit "A." Contractor shall be entitled to reasonably rely on information, data, records and reports furnished by the City, however, the City makes no warranty as to the accuracy or completeness of any such information, data, records or reports available to it and provided to Contractor which were furnished to the City by a third party. Contractor shall have a duty to bring to the City's attention any deficiency or error it may discover in any information provided to the Contractor by the City or a third party.

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on September 30, 2025, unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

(i) This Agreement has been approved by the City's Council or by the board, officer or employee authorized to give such approval, and;

(ii) The office of the City Attorney has indicated in writing its approval of this Agreement as to form, and;

(iii) This Agreement has been signed on behalf of Contractor by the person or persons authorized to bind the Contractor hereto, and;

(iv) This Agreement has been signed on behalf of the City by the person designated to so sign by the City's Council or by the officer or employee authorized to enter into this Contract and is attested to by the Marina City Clerk.

(b) Contractor shall commence work on the Project on or by November 1, 2022. This Agreement may be extended upon written agreement of both parties. Contractor may be required to prepare a written schedule for the work to be performed, which schedule shall be approved by the City and made a part of Exhibit A, and to perform the work in accordance with the approved schedule.

3. Compensation.

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to exceed one million seven hundred-fifty thousand dollars (\$1,750,000) including a ten percent contingency in accordance with the provisions of this Section and the Cost Estimate attached hereto as **Exhibit A** and incorporated herein by this reference.

(b) Invoice(s) in a format and on a schedule acceptable to the City shall be submitted to and be reviewed and verified by the Project Administrator (see Section 5(a)) and forwarded to the City's Finance Department for payment. City shall notify Contractor of exceptions or dispute items and their dollar value within fifteen days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty days after the invoice is submitted to the Finance Department.

(c) Contractor will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis. Contractor shall make available to the representative of City all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon 24-hour's notice for a period of four years from the date of final payment under this Agreement.

(d) Contractor shall not receive any compensation for Extra Work without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by the City to be necessary for the proper completion of the Project but which is not included within the Scope of Work and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the prior written authorization.

(e) Expenses not otherwise addressed in the Scope of Services or the Fee Schedule incurred by Contractor in performing services under this Agreement shall be reviewed and approved in advance by the Project Administrator (Section 5(a)), be charged at cost and reimbursed to Contractor.

4. Termination or Suspension.

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten days written notice of intent to terminate, and (2) provided an opportunity for consultation with the terminating party prior to termination.

(b) If termination for default is affected by the City, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the Contractor at the time of termination may be adjusted to cover any additional costs to the City because of the Contractor's default. If after the termination for failure of Contractor to fulfill its contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City.

(c) The City may terminate or suspend this Agreement at any time for its convenience upon not less than thirty days prior written notice to Contractor. Not later than the effective date of such termination or suspension, Contractor shall discontinue all affected work and deliver all work product and other documents, whether completed or in progress, to the City.

(d) If termination for default is affected by the Contractor or if termination for convenience is affected by the City, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor relating to written commitments that were executed prior to the termination.

5. Project Administrator, Project Manager & Key Personnel.

(a) City designates as its Project Administrator Guido Persicone, Community Development Director, who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

(b) Contractor designates Simran Malhotra as its Project Manager who shall coordinate all phases of the Project. The Project manager shall be available to City at all reasonable times during the Agreement term.

(c) Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement. Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of services upon written request of City. Contractor has represented to City that certain key personnel will perform and coordinate the work under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of the City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Simran Malhotra, Alessandra Lundin, and Jasmine Williams of Raimi+Associates; Megan Jones of Rincon Consultants, Inc.; and Christy Hopper, Planning Services Manager and Guido Persicone, CDD Director, of the City of Marina.

6. Delegation of Work.

(a) If Contractor utilizes any subcontractors other than set forth in **Exhibit A** consultants, persons, employees or firms having applicable expertise to assist Contractor in performing the services under this Agreement, Contractor shall obtain City's prior written approval to such employment. Contractor's contract with any subcontractor shall contain a provision making the subcontract subject to all provisions of this Agreement. Contractor will be fully responsible and liable for the payment, administration, completion, presentation and quality of all work performed. City reserves its right to employ other contractors in connection with this Project.

(b) If the work hereunder is performed by a design professional, design professional shall be directly involved with performing the work or shall work through his, her or its employees. The design professional's responsibilities under this Agreement shall not be delegated. The design professional shall be responsible to the City for acts, errors or omissions of his, her or its subcontractors. Negligence of subcontractors or agents retained by the design professional is conclusively deemed to be the negligence of the design professional if not adequately corrected by the design professional. Use of the term subcontractor in any other provision of this Agreement shall not be construed to imply authorization for a design professional to use subcontractors for performance of any professional service under this Agreement.

(c) The City is an intended beneficiary of any work performed by a subcontractor for purposes of establishing a duty of care between the subcontractor and the City.

7. Skill of Employees. Contractor shall ensure that any employees or agents providing services under this Agreement possess the requisite skill, training, and experience to properly perform such services.

8. Confidential and Proprietary Information. In the course of performing services under this Agreement Contractor may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the City. Should Contractor undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Work, it is expressly agreed by Contractor that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of Contractor's other clients, or to any other third party, without the City's prior express written consent.

9. Ownership of Data. Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, GIS files, and reports originated and prepared by Contractor, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Contractor agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Contractor shall provide two (2) sets of reproducibles of the above-cited items, except for the computer data files which shall consist of one (1) set. Contractor shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Contractor makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement. Contractor shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Contractor, Contractor makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Contractor's deliverables is waived against Contractor unless City has given Contractor prior written notice of the changes and has received Contractor's written consent to such changes.

10. Conflict of Interest.

(a) Contractor covenants that neither it, nor any officer or principal of its firm has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. Contractor shall represent the interest of the City in any discussion or negotiation.

(b) City understands and acknowledges that Contractor may be, as of the date of commencement of services under this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of the City relative to such projects. Any future position of the City on such projects may result in a conflict of interest for purposes of this section.

(c) No official or employee of the City who is authorized in such capacity on behalf of the City to negotiate, make, accept, or approve, or take part in negotiating, making accepting or approving this Agreement, during the term of his or her tenure or service with City and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof or obtain any present or anticipated material benefit arising therefrom.

11. Disclosure. Contractor may be subject to the appropriate disclosure requirements of the California Fair Political Practices Act, as determined by the City Manager.

12. Non-Discrimination.

(a) During the performance of this Agreement the Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City. In performing this Agreement, Contractor shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (including cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

(b) Contractor shall include the nondiscrimination and compliance provisions of this Section in all subcontracts.

13. Indemnification & Hold Harmless.

(a) Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall indemnify, defend (with independent counsel reasonably acceptable to the City) and hold harmless City, its Council, boards, commissions, employees, officials and agents (“Indemnified Parties” or in the singular “Indemnified Party”) from and against any claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs including but not limited to reasonable attorney’s fees, court costs, expert witness fees and costs of alternate dispute resolution (collectively “Liabilities”), resulting from property damage, bodily injury or death arising out of the operations in the performance of this Agreement by Contractor, its officers, employees, agents and sub-contractors. The Contractor’s obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, the Contractor’s obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party. Notwithstanding the foregoing, with respect to Contractor’s professional liability (as opposed to Contractor’s operations covered by Commercial General Liability Insurance), to the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Indemnified Parties from any and all losses, costs, damages and expenses, (including the reimbursement of reasonable attorneys’ fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, the Contractor’s obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Contractor shall indemnify, protect, defend (with independent counsel reasonably acceptable to the City) and hold harmless City and any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or the acts or omissions of an officer, employee, agent or subcontractor of the Contractor. The Contractor’s obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Contractor’s obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(c) All obligations under this section are to be paid by Contractor as incurred by City. The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any worker's compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to defend the Indemnified Party, as provided above, Contractor, upon notice from the City, shall defend any Indemnified Party at Contractor's expense by counsel reasonably acceptable to the City. An Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended.

(e) This obligation to indemnify and defend City, as set forth herein, is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this Section.

14. Insurance.

(a) As a condition precedent to the effectiveness of this Agreement and without limiting Contractor's indemnification of the City, Contractor agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in **Exhibit "B"** "Insurance" attached hereto and made a part hereof. Contractor shall furnish the City with original certificates of insurance, signed digitally by a person authorized by that insurer to bind coverage on its behalf, along with copies of all required endorsements. All certificates and endorsements must be received and approved by the City before any work commences. All insurance policies shall be subject to approval by the City Attorney and Risk Manager as to form and content. Specifically, such insurance shall: (1) protect City as an additional insured for commercial general and business auto liability; (2) provide City at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium; and (3) be primary with respect to City's insurance program. Contractor's insurance is not expected to respond to claims that may arise from the acts or omissions of the City.

(b) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required herein by giving Contractor ninety days advance written notice of such change. If such change should result in substantial additional cost of the Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to City.

(c) All required insurance must be submitted and approved the City Attorney and Risk Manager prior to the inception of any operations by Contractor.

(d) The required coverage and limits are subject to availability on the open market at reasonable cost as determined by the City. Non availability or non-affordability must be documented by a letter from Contractor's insurance broker or agency indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each. Within the foregoing constraints, Contractor's failure to procure or maintain required insurance during the entire term of this

Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premium in connection therewith and recover all monies so paid from Contractor.

(e) By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract. Unless otherwise agreed, a waiver of subrogation in favor of the City is required.

15. Independent Contractor. The parties have reviewed and considered the principal test and secondary factors herein and agree that Contractor, its officers, employees and agents, if any, shall be independent contractors with regard to the providing of services under this Agreement, and that Contractor's employees or agents shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees. City shall make no deductions for payroll taxes or Social Security from amounts due Contractor for work or services provided under this Agreement. City agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Principal Test: The Contractor rather than the City has the right to control the manner and means of accomplishing the result contracted for.

Secondary Factors: (a) The extent of control which, by agreement, City may exercise over the details of the work is slight rather than substantial; (b) Contractor is engaged in a distinct occupation or business; (c) in the locality, the work to be done by Contractor is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) the Contractor rather than the City supplies the instrumentalities, tools and work place; (f) the length of time for which Contractor is engaged is of limited duration rather than indefinite; (g) the method of payment of Contractor is by the job rather than by time; (h) the work is part of a special or permissive activity, program, or project, rather than part of the regular business of the City; (i) Contractor and City believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) the City conducts public business.

16. Claims for Labor and Materials. Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

17. Discounts. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discounts to payment made under this Agreement which meet the discount terms.

18. Cooperation: Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

19. Dispute Resolution. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.

20. Compliance With Laws.

(a) Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced and interpreted under the laws of the State of California. Contractor shall comply with new, amended or revised laws, regulations or procedures that apply to the performance of this Agreement.

(b) If the Project is a "public work," or prevailing wages are otherwise required, Contractor shall comply with all provision of California Labor Code section 1720 *et seq.*, as applicable, and laws dealing with prevailing wages, apprentices and hours of work., etc.

(c) Contractor represents that it has obtained and presently holds all permits and licenses necessary for performance hereunder, including a Business License required by the City's Business License Ordinance. For the term covered by this Agreement, the Contractor shall maintain or obtain as necessary, such permits and licenses and shall not allow them to lapse, be revoked or suspended.

21. Assignment or Transfer. This Agreement or any interest herein may not be assigned, hypothecated or transferred, either directly or by operation of law, without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

22. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by facsimile ("fax") or certified mail, postage prepaid with return receipt requested, addressed as follows:

To City: City Manager
City of Marina City Hall
211 Hillcrest Avenue
Marina, California 93933
Fax: (831) 384-9148

To Contractor: Raimi+Associates
1900 Addison St Suite 200
Berkeley, CA 94704
Phone: (510) 666-1010

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three days after deposit in the custody of the U.S. Postal Service. A copy of any notice sent as provided herein shall also be delivered to the Project Administrator and Project Manager.

23. Amendments. Changes or Modifications. This Agreement is not subject to amendment, change or modification except by a writing signed by the authorized representatives of City and Contractor.

24. Force Majeure. Notwithstanding any other provisions hereof, neither Contractor nor City shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond Contractor's or the City's control. It is understood and agreed to by the Contractor and the City that they cannot, and will not, claim Force Majeure based on an economic downturn of any type. Such causes include but are not limited to: strike, fire, flood, civil disorder, act of God or of the public enemy, act of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemic, quarantine restriction, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

26. Successors and Assigns. All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.

27. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.

28. Waiver. A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

29. Severability. Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

30. Construction. References. Captions. Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.

31. **Advice of Counsel.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.

32. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original, but both of which together shall constitute one and the same instrument. Counterparts may be delivered by facsimile, electronic mail (including pdf. Or any electronic signature complying with the U.S. ESIGN Act of 2000, California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.) or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been validly delivered and be valid and effective for all purposes.

33. **Time.** Time is of the essence in this contract.

34. **Exhibits.** In the event of any conflict between the Terms and Conditions and any terms or conditions of any document prepared or provided by the Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefore, the Terms and Conditions of this Agreement shall control over those terms and conditions.

35. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid.

IN WITNESS WHEREOF, Contractor and the City by their duly authorized representatives, have executed this Agreement, on the date first set forth above, at Marina, California.

CITY OF MARINA

CONTRACTOR: __

By: _____
Name: Layne Long
Its: City Manager
Date: _____

By: _____
Name: Matt Raimi
Its: Founding Principal | CEO, Raimi+Associates
Date: _____

Attest: (Per Resolution 2022-__)

Deputy City Clerk

Approved as to form:

By: _____
City Attorney

Exhibit A – Scope of Work

Exhibit A: Scope of Work

The following is the scope of work for the Update to the General Plan, Environmental Impact Report, and Zoning Code for the R+A team for the City of Marina.

Task 1: Project Initiation

Task 1.1: Kick-Off Meeting

The R+A team will hold a four-hour (maximum) kick-off meeting in Marina to initiate the project. This meeting may include an overall team meeting, discussions with City staff, and a brief City tour.

Task 1.2: Project Schedule/Work Plan

R+A will develop a detailed Project Schedule/Work Plan which includes a list of required key tasks, activities, durations, and milestones to complete the General Plan update and CEQA documentation. The work plan will also specify lead and supporting team members, major deliverables, and required City actions. R+A will meet with staff (during kick-off or virtually) to finalize the work plan and schedule, including discussion of goals, opportunities, and constraints, sharing of relevant documents, and refinement of the community engagement plan. The work plan will be a living document, updated throughout the General Plan update process. The Work Plan will also establish the cadence for regular project check-ins, email and video call communications, status reports and timing of coordination with other City departments.

Task 1.3: Data Collection and Analysis

The City will provide the R+A team with a comprehensive set of documents and data necessary to prepare the General Plan and EIR. Following delivery of materials, the R+A team will prepare a supplemental document and data request list to obtain information from the City. Our team will review existing planning documents and data inventories provided by the City. GIS land use data provided by the City shall include the following information by parcel: APN, existing land use, zoning, general plan designation, square footage of non-residential uses, number of residential units, parcel size, improvement value, land value, year built, and other relevant information. Other information assumed to be provided includes the street network, utilities, parks, and other public facilities. Our budget and contract assume that all information provided by the City will be accurate and up to date and the R+A team will not be held responsible for any inaccuracies in data or information provided by the City.

Task 1.4: Base Maps

R+A will create a series of project base maps for use by the project team.

Task 1 Deliverables

- *Kick-off meeting agenda and notes*
- *Work plan (draft and final)*
- *Data and document request memo*
- *Base maps*

Task 2: Community Engagement

Task 2.1: Engagement Plan

R+A will prepare a brief, internal Community Engagement Plan (for use by staff and the consultant team) to clearly identify the proposed range of outreach tools and platforms and the timing and responsibilities related to each. The Community Outreach and Engagement Plan will articulate an ongoing, multifaceted, and inclusive approach. Specifically, it will:

- Provide an overview of interest groups, stakeholders, key advisors and members of the GPAC, and the format of future meetings
- Identify numerous outreach targets overall and for specific stakeholder groups, such as youth and native Spanish speakers, using a “sampling plan”
- Introduce the overall outreach process and engagement tools (e.g., ZOOM, Miro, Padlet, YouTube Live, Mentimeter, StoryMaps, or similar)
- Outline project goals and objectives; identify outreach and communications responsibilities, and the engagement schedule relative to key dates and events in the community
- Develop key project messages that can be used throughout the project
- Explain the engagement schedule relative to key dates and events in the community
- Specify outreach and communications responsibilities
- Establish methods for communicating with City staff and stakeholders.

Note: R+A expects that City staff will provide input to components of the engagement plan based on their knowledge of engagement strategies and key stakeholders.

Task 2.2: Logo and Branding

R+A will prepare unique branding materials for the project. This will include a logo, a color palette, document layouts and fonts, and templates for PowerPoint presentations and meeting notices. All public materials will use the branding identity (including the website).

Task 2.3: Project Website

The R+A team will design and provide initial and ongoing content for the General Plan Update website. City staff and R+A will jointly prepare regular updates to the site. In addition to providing background information on the project and a record of all engagement materials, the website can include discussion forums, comment forms, and links to interactive surveys. The website will be provided in English and allow for translation into Spanish using online translation.

Task 2.4: Initial Community Outreach

The purpose of this task will be to blanket the city with information announcing the start of the General Plan process. This will draw people into the process at the beginning so that residents, businesses, property owners and other stakeholders are informed from the beginning. Specific activities for this task will be decided during the development of the engagement plan but may include:

- Developing a flyer and email newsletter announcing the update process
- Running ads in newspapers (City staff led)
- Placing flyers at prominent locations throughout the City (City staff led)

- Calling local organization and neighborhood associations to inform them about process and determining the best way to reach their constituents. (City staff led)
- Citywide mailings either in utility bills or as stand-alone post cards (City staff led)
- Announcing the process through existing city newsletters and communications (City staff led)

R+A has included a maximum budget in the proposal and our expectation is that we will work collaboratively with City staff to implement the tasks identified. We also expect that City staff will manage a project-specific outreach database.

Task 2.5: Stakeholder Interviews and Meetings

The R+A team will conduct up to 10 one-hour stakeholder meetings or interviews. Stakeholders will be identified with staff and may include City Council members, advocacy organizations, major industry representatives, small business owners, real estate brokers, developers, major property owners, and community leaders. It is anticipated that these meetings will be facilitated (using hand raising, chat and whiteboard functions) through a virtual meeting platform such as ZOOM. R+A will prepare a brief memorandum summarizing the results of all stakeholder interviews.

Task 2.6: General Plan Advisory Committee (GPAC) Meetings

The R+A team will facilitate up to 8 meetings with the GPAC to obtain high-level feedback and to serve as a sounding board for content for public workshops.

The general flow of meetings (and estimated number of meetings) is as follows:

- Introduction, engagement plan, start-up tasks (1 meeting)
- Issues and opportunities (1 meeting)
- Existing conditions (1 meeting) covering subjects such as land use/Specific Plans/zoning; climate/sustainability/SLR; health and EJ.
- Vision and guiding principles (1 meeting)
- Alternatives development and selection (2 meetings)
- Policy development on key topics (1 meeting)
- GP and EIR review (1 meeting)

City staff will provide logistics and communication with GPAC members for this task. This will include sending emails to GPAC members prior to meetings, identifying and coordinating meeting spaces, setting up technology and refreshments (if desired) and on-going communication with GPAC members as necessary. It is anticipated that approximately half of these meetings would occur digitally through a virtual meeting platform such as ZOOM, and participation from community members and GPAC members would be facilitated using hand raising, chat and whiteboard functions. Up to 4 GPAC meetings may be attended in person.

Task 2.7: Community Workshops

The R+A team will organize four (4) in-person community workshops to provide the community members and decision makers with basic knowledge focused on the General Plan Update and to invite their input into shaping the General Plan. The following presents our initial proposed direction for the community workshops. The proposed topic of each workshop is below:

- **Workshop 1:** Issues and Opportunities and Vision/Principles
- **Workshop 2:** Develop Land Use and Mobility Alternatives
- **Workshop 3:** Select Preferred Direction
- **Workshop 4:** Policy direction on key topics or Draft General Plan Open House

Our team will develop the workshop format and prepare the agenda, consolidating and synthesizing relevant materials from the technical team when needed. We will also facilitate the workshop (lead facilitator and 2 assistants) and provide summary notes documenting input and identifying common discussion themes.

City staff will be responsible for mailing flyers and physically distributing flyers throughout the City (as needed), securing meeting rooms, obtaining daycare, and providing small group facilitators as needed beyond consultant team members. As directed by the City, one or more of the community workshops could be conducted virtually (or include a virtual component).

All meeting materials will be provided in both English and Spanish and simultaneous interpretation will be provided.

Task 2.8: Online Engagement + Surveys

R+A will prepare up the two online surveys using SurveyMonkey or other online survey platform to obtain feedback on General Plan direction. The surveys will be available through a link on the project website. We have found that online surveys are a great way to encourage many people to participate in the process but also for us to easily analyze responses by demographics, neighborhood location, and length of tenure in the city. R+A will provide a technical memo with the topline survey results; a detailed survey report is not included. The surveys are expected to parallel the workshops and similar questions will be asked. Note that these are “opt in” surveys and not statistically valid.

Task 2.9: Environmental Justice Engagement

SB 1000 requires a focused engagement effort on topics related to environmental justice. To achieve the objectives of the State law, R+A will complete the following during the update process:

- **Meetings with Environmental Justice Organizations.** At the outset of the project, R+A will meet with up to 2 separate organizations working on environmental justice-related issues in Marina. This could include renters’ rights groups, environmental organizations, social service providers or affordable housing advocates.
- **Educational Forum/Workshop on Environmental Justice.** After the existing conditions report is complete, R+A will lead a workshop to ground-truth the findings with the public. The workshop will include a presentation on existing conditions and then small group discussions on the health and environmental justice issues in the community.
- **Policy Focus Groups.** After the team has developed draft goals and policies, we will conduct two focus groups meeting with individuals and organizations to obtain feedback on the direction. The City will be responsible for all logistics for these focus groups.

Task 2.10: Economic Development Engagement

Targeted Stakeholder Interviews

EPS will coordinate with the City to engage a roster of stakeholders representing various perspectives on economic development in the Marina area. This group likely will include local employers, business leaders, real estate experts, community group representatives, City commission members, and elected officials, as appropriate. The stakeholders will act as a key resource for the study, providing insight on opportunities and constraints and exploring potential economic development strategies with the consultant team. EPS will conduct a series of interviews in person during a two-day visit to Marina, and/or via video call, as may be appropriate. The interviews will be one-on-one or in a focus group setting. These interviews will allow participants to opine on current economic conditions, provide input on economic development in the City, and help to shape the economic development strategy options. EPS will coordinate with City staff on selection of interviewees. City will be responsible for recruiting and scheduling interviews with local participants. Budget allows for up to two days of interviews, approximately 8-12 interview sessions depending on time and availability of potential stakeholders.

Task 2.11: Spanish Translation and Interpretation

The R+A team will prepare Spanish translations of General Plan materials and include simultaneous Spanish translation at public meetings and workshops up to the time and reimbursable expenses identified in the project budget. The specifics of this task will need to be discussed with City staff since the costs to translate all materials (especially large, technical documents such as the existing conditions reports, the General Plan, and the full EIR) are extremely high. This task budget reflects a modest amount for R+A staff to coordinate and assist with translation efforts. A separate reimbursable expense is also included to hire an individual or firm to provide additional assistance with this work.

Task 2.12: On-Call Engagement

The R+A team will support the project with a variety of on-call engagement tasks. The purpose of this task is to be able to enhance engagement activities and respond to engagement opportunities as they arise during the process. The R+A team will bill to this task on a time and materials basis after discussing an estimated budget for each activity with City staff.

- Enhancing the website to be more interactive and provide more regular updates.
- Conducting more “outreach” throughout the project. This could include sending flyers to all residents multiple times during the process, and regular social media communication.
- Time for informal meetings with stakeholders as needed during the update process.
- Preparing for and attending pop-up workshops.
- Creating a General Plan email database and providing regular updates to the community
- Holding a “Planning 101” workshop or other educational forums
- Other activities that are not specifically included in the scope of work.

Task 2 Deliverables

- *Community Engagement Plan – draft and final*
- *Logo and branding package – draft and final*
- *Project website – draft and final with regular updates*
- *Stakeholder Interview Summary (including ED stakeholders)*
- *GPAC meeting materials (8x)*
- *Workshop materials and summary (4x)*

- Summary notes from online engagement surveys
- Summary notes from EJ focus groups and meetings
- Environmental Justice engagement materials
- Translated materials, as budget permits

Task 3: Discovery (Existing Conditions)

Task 3.1: Existing Plans Assessment

The first step in the process will be for the R+A team to create a summary of the existing plans, policies and regulations currently on the books. The purpose is to identify the areas where additional work is needed and where the current direction meets the city's vision.

As part of this process, the R+A team will prepare a summary matrix detailing how existing reports, studies, and programs should be incorporated into the General Plan. This will include the Revitalization Plan; and the Marina Station, Marina Municipal Airport Business and Industrial Park/UC MBEST Center, and the Dunes at Monterey Bay Specific Plans as well as major new developments at the CSUMB Campus.

R+A expects that City staff will add to/modify this document as needed to create the complete picture of plans, studies, ordinances and regulations.

Task 3.2: Existing Conditions Report

The R+A team will prepare a summary PowerPoint presentation that consists of maps, data and summary slides that presents the current conditions and key takeaways for the City of Marina. This product is designed to be a singular, integrative deliverable that will serve as a background and resource for city staff, the consultant team, and the public throughout the process. The presentation will provide high level analysis of existing conditions citywide and summarize key considerations that will be crucial to help decision-makers and the community understand the context of the General Plan update. The presentation will focus on facts and information, without recommendations for policy direction. Potential organization and topics are listed below:

Introduction

- Overview and purpose of the report
- Description of General Plan State law, including a summary of recent General Plan legislation
- Purpose and need for the General Plan update
- Summary of the update process

Land Use and Community Character

- Existing land use map and table
- General Plan designations and zoning districts
- Growth projections and pipeline projects
- Urban design character map and City structure (e.g., gateways, community focal points, activity centers, views, topography).
- Sub-area maps and description of general character within each

- Discussion of current local, state, and nationally listed and eligible individual historic resources, list of current local and nationally listed historic districts, and summary of relevant planning documents

Mobility and Active Transportation

- Data related to the City's LRSP (Safety Program)
- City Vision Zero goals and policies, as well as any available Safe Routes to School (SRTS) information
- Current roadway classification system will be reviewed and mapped; recommendations will be developed regarding changes to the classification to meet Caltrans grants requirements.
- City Bicycle and Pedestrian Plan map prepared by TAMC will be updated

Parks, Open Space and Public Facilities

- Park facilities
- Community and civic facilities
- Access to parks
- Parks funding
- Open space location and quality

Infrastructure

- Potable Water
- Sewage and Wastewater
- Stormwater
- Energy

Climate, Safety, and Hazards

- Compliance required for new State legislation pertaining to evacuation routes (AB 1409/747)
- Urban and wildfire risks, fire hazard areas, and fire protection resources
- Seismic and geological hazards, including earthquake and landslide susceptibility
- Flood risk including FEMA 2.0 floodplain mapping and major creeks, streams, and drainages
- Hazardous waste producers and any existing remediation sites in or near the City
- Existing climate change, sustainability and resiliency policies and actions in effect
- Local knowledge and best available science associated with local climate hazards, including wildfires, smoke, and heat

Natural Resources, Open Space, and Conservation

- Natural resource areas (wetlands, agriculture, beaches, etc.)
- Open space areas preserved within city limits/SOI (beyond UGB)
- Water resources and quality
- Biological resources

Task 3.3: Baseline Traffic Analysis

The City uses the regional 2018 Traffic Demand Model maintained by the Association of Monterey Bay Area Governments (AMBAG). Kimley-Horn shall use this model for traffic modeling purposes. No verification of the model is required since it was updated for the Downtown Specific Plan. We will work closely with city staff to verify the land uses by TAZ for existing and GP conditions.

KHA shall prepare an analysis of the City's existing transportation network and travel patterns, including traffic counts of key roadways and intersections, and level of service analysis. Traffic counts and Big Data will be collected. Some data (Big Data) may be collected during COVID to determine the extent of trip reductions, which could be used in estimating future conditions. Even though the RFP does not call for LOS analysis, the current General Plan does call for maintenance of operating conditions on the city road network. Subsequently our scope includes some LOS analysis at major intersections, especially where future land use changes may cause congestion and have safety and multimodal impacts. Existing conditions LOS will be determined at up to 15 intersections and 15 street segments (these were selected based on the current City DIF) it is anticipated that these may change based on discussion with staff).

System performance for the transportation network will be a primary metric to evaluate not only the streets, but also transit for bus and bicycles/pedestrians. To determine these performance measures, the AMBAG model data and Big Data will be assessed, using GIS, Big Data and NCHRP methodologies. Performance measure could include the following:

- Model Based delay during the AM and PM peak periods for SOV
- Model Based delay during the AM and PM peak periods for Transit
- Delay Based on the Conversion of Estimated Commuter Usage of Proposed Facilities for Bicycle/Pedestrian Facilities
- Safety will be extracted from the LRSP and crash reduction factors

Task 3.4: Economic and Real Estate Market Assessment

Economic Development Analysis

EPS will assess the underlying socioeconomic and market context for the Marina General Plan Update. This technical analysis will cover key demographic, economic, and real estate factors affecting the City and its role in the broader region. The goal will be to identify and provide a common understanding of demographic trends, the strengths of the local economy, the city's key competitive attributes, and challenges and opportunities influencing sustainable long-term growth that might be addressed by the General Plan Update.

Socioeconomic Trends

EPS will analyze local socioeconomic characteristics, trends, and growth projections. The analysis will consider demographic and economic factors that inform and highlight land use opportunities and constraints in Marina. The primary purpose of the work is to offer context for community and

stakeholder outreach discussions, to provide data for the visioning and planning process, and to support the land use alternatives and economic development policies for the General Plan. Relying on publicly available data (e.g., US Census Bureau, California Department of Finance, California Employment Development Department) as well as proprietary, third-party data sources, EPS will assemble and evaluate population and jobs data, including employment by industry. The analysis will look backward and forward ten to twenty years and will consider Marina, nearby jurisdictions, and the region as a whole. EPS will rely on available projections of growth in the region and in Marina. The analysis will provide key inputs to forecasting various General Plan alternatives. Data regarding individuals and communities will be disaggregated by race and income as may be appropriate. These data will be available for incorporation into the team's Existing Conditions effort and also will be made available for team members' use throughout the General Plan Update.

Economic Drivers and Trends

An assessment of citywide and regional economics will consider major economic drivers and business trends. It is anticipated that local business conditions, economic diversification, employment for local residents, and the evolving retail industry may be key topics of the assessment. The effort will build on socioeconomic data and will include additional subject-specific data collection and interviews. A combination of data analysis, interview insights, industry-research, and EPS institutional knowledge will yield key findings. As part of this task, EPS also will consider City economic development conditions, including City revenue factors and anticipated future capital improvements.

Real Estate Market Assessment

EPS will establish and document real estate market potential in Marina. As part of the market analysis, EPS will consider broad market trends as well as detailed information concerning new, high-performing local and regional comparable projects, including their market positioning, architectural formats, tenancing, amenity offerings, and market value. The assessment also will consider potential development sites based on direction and data from City staff.

Residential

EPS will prepare residential real estate analysis that considers single-family and multifamily products. This work will identify recently constructed residential projects to evaluate their physical forms and market performance. In particular, the analysis will track sales data and lease rates to inform findings concerning market potential. The research will seek to identify achievable, market-supported residential building typologies and programs.

Office and Industrial/Flex

EPS will prepare an office and industrial/flex analysis focused on recently built commercial products and plans. This work will identify recently constructed projects to evaluate their design format and market performance. In particular, EPS will consider building heights, floorplates, parking, amenities, and other factors. The analysis also will track lease rates and building sales data. The research will seek to identify achievable, market-supported office and industrial/flex projects.

Retail

EPS will prepare retail analysis that evaluates the market potential for new retail development. As part of this work, EPS will consider relevant retail case studies to illustrate the physical formats, retail market positioning, and market values that may be possible. EPS also will consider the profile of retail demand (i.e., consumer spending patterns) and the local competitive landscape for retailers. The research will seek to identify retail development opportunities and to generally characterize the retail tenant mix based on real estate and consumer market potential.

Hotel

EPS will establish an inventory of competitive, existing and pipeline hotels in the region. The inventory will profile the hotel supply, including hotel locations, room counts, hotel age, amenities (e.g., business services, meeting rooms), and other factors affecting competitiveness. Considering hotel inventory, EPS will assess the potential market positioning of existing hotels and identify gaps in hotel inventory. The analysis will incorporate historical data on hotel performance, including room occupancy and room rates over time for a set of competitive hotels. The research will seek to identify achievable, market-supported hotel projects appropriate for Marina.

Task 3.5: Environmental Justice Report

R+A will prepare a background report (summarized in a detailed PPT presentation) on Environmental Justice to identify overall health conditions in the city, factors that impact health (including built environment, natural environment and socioeconomic conditions) and specific census tracts that are defined as “disadvantaged communities.” The report is an initial step in fulfilling the requirements of Senate Bill 1000, also known as the 2016 Planning for Healthy Communities Act.

Senate Bill 1000 (SB 1000) requires cities that have “disadvantaged communities” to incorporate environmental justice (EJ) policies into their general plans, either in a separate EJ element or by integrating related goals, policies, and objectives throughout the other elements. Specifically, general plans for jurisdictions that have disadvantaged communities must:

- Prioritize improvements and programs that address the needs of disadvantaged communities
- Promote safe and sanitary homes in disadvantaged communities
- Promote public facilities in disadvantaged communities
- Reduce exposure to pollution, including improving air quality in disadvantaged communities
- Promote food access in disadvantaged communities
- Promote physical activity in disadvantaged communities
- Reduce any unique or compounded health risks in disadvantaged communities
- Promote civic engagement in the public decision-making process in disadvantaged communities.

This report, therefore, will identify disadvantaged communities in Marina and summarizes conditions related to each of the required environmental justice topics – safe and sanitary homes, public facilities, exposure to pollution, food access, physical activity, and other unique or compounded health risks. Based on a preliminary analysis by R+A, Marina has identified disadvantaged census tracts and therefore will be subject to SB 1000 requirements.

Task 3.6: Existing General Plan Audit

R+A, working closely with City staff, will conduct a review of the existing General Plan goals, policies, and programs to identify the sections that may need to be updated. The City will undertake an evaluation of which programs and strategies have been successful in the years since the plan was adopted, and which have not. The result of this task will be a clear list of any sections of the General Plan that should remain unchanged and any sections that should be modified or discarded during the General Plan update process. The team will prepare a memorandum identifying updates needed to bring the General Plan into conformance with current State law.

Task 3 Deliverables

- *Existing Plans assessment memo*
- *Existing conditions PPT – draft and final*
- *Baseline traffic report – draft and final*
- *Economic assessment memo – draft and final*
- *Environmental Justice Report – draft and final*
- *Existing GP Audit memo – draft and final*

Task 4: Visioning

Task 4.1: Vision + Guiding Principles

Through workshops, discussions led by community partners, and online survey results, staff and the team will develop draft and final iterations of vision and principles. These describe how residents envision the future of Marina and the most important values of their community. This information will be summarized in a new or updated vision statement and a list of “guiding principles” or “community values.” The guiding principles can be used to evaluate General Plan alternatives developed later in the process.

Task 4.2: Vision Map and Areas of Potential Change

Building off the community engagement process and the vision and guiding principles, the project team will summarize the initial “big ideas” that the General Plan will put forward in a map. This could include areas of the City to focus new development (such as the Downtown), natural areas that could be enhanced, urban areas to protect from sea level rise, transportation improvements, or new policy directions, such as addressing social equity.

Task 4.3: City Council and Planning Commission (Joint Meeting) – Existing Conditions and Visioning

R+A will meet with the City Council and Planning Commission jointly to review the existing conditions summary presentation, and receive direction on the vision, guiding principles, and key strategies. This will be a critical step prior to developing land use and other policy alternatives. Council will review, make changes, and then formally recommend or support the vision so the project can move forward with a unified sense of purpose.

Task 4 Deliverables

- *Vision and guiding principles memo (admin and final)*
- *Vision and key strategies map (admin and final)*
- *PPT presentation for City Council and Planning Commission meeting (draft and final)*

Task 5: Alternatives and Policy Development

Task 5.1: Land Use/Place Type Designations

R+A will develop land use/place type designations building off the city's designations in the existing General Plan. Based on new State regulations and court case law, the city's land use designations and zoning districts will need to be consistent. Thus, there may be a reworking of the existing land use designations so that they are specifically aligned with the zoning districts from an intensity/density standpoint. The draft land use designations will be presented in a summary matrix and will be the basis for the land use alternatives later in this task.

Task 5.2: Develop Land Use Alternatives

R+A will prepare up to three land use and design alternatives that vary in terms of allowed land use, density or intensity, and pattern/location of development. Each alternative will be illustrated through a series of graphics (printed maps, interactive web maps, precedent photos of representative character, analytics and descriptive text). Key topics related to the physical structure of the city include:

- **Areas of Change.** Key areas of interest include Reservation Road and Del Monte Blvd corridors, as well as integrating the Downtown Vitalization Plan.
- **Sphere of Influence and Potential Annexation.** The alternatives will examine whether adequate growth can be accomplished within the existing City limits or whether annexation should be pursued in the SOI or beyond in the identified expansion areas.
- **Building Design/Character.** Where intensification or other major changes to land use regulations are being considered, precedents will be provided to illustrate what new development could look like.
- **Airport Land Use Compatibility.** Land uses for areas surrounding or near the airport will conform to the airport land use plan.

Task 5.3: Key Policy Direction

During this phase we will develop a list of critical topics that require decision/direction and seek to identify relevant policy options to resolve these questions. Parallel with the land use alternatives, other members of the consultant team will explore different approaches to resolving issues facing the community. Topics include:

- **Circulation.** Policy questions will revolve around the modal priorities for key streets, different potential responses to new forms of mobility (micro mobility, TNC, shared and autonomous vehicles), opportunities to close gaps within existing roadway, transit, and active transportation networks.
- **Public Facilities and Parks.** This topic will focus on options related to the location of new parks (likely illustrated through a series of open space and recreation network maps), open spaces, and other critical public institutions.
- **Environmental Justice.** Policy direction will be sought on appropriate interventions for disadvantaged communities, such as improvements to mobile home communities or older multifamily neighborhoods.

- **Climate Change.** Different potential responses and strategies for climate adaptation will be presented and reviewed, to understand the trade-offs. Various GHG reduction actions will be presented to determine the path towards greater sustainability.
- **Economic Development.** We will seek to refine and confirm the overall City economic development strategy, with different pathways to achieve these goals. Policy discussions may touch on choices around which economic sectors to prioritize, trade-offs between jobs-housing balance and preservation of undeveloped lands, and other questions around how the City grows in a balanced manner.

Task 5.4: Land Use Alternatives Analysis

R+A will prepare a “matrix-level” analysis of the alternatives to enable to community to understand the trade-offs between the alternatives. We will use UrbanFootprint to model the land use, transportation, and environmental impacts, and to compare and contrast the alternatives in terms of key targets and outcomes. Specific metrics that may be addressed in the alternatives’ analysis include:

- Land use mix, including land use by type and intensity
- Acreage/number of parks and open space generated
- Development in critical environmental areas such as areas subject to sea level rise and flooding
- Transportation impacts including VMT per capita
- GHG impacts including total GHG emissions and GHG per capita
- Energy use per household and per capita
- Access to destinations including parks, retail, and transit

Task 5.5: Alternatives Briefing Book

To summarize the results from the UrbanFootprint analysis and other qualitative analysis, R+A will prepare an “alternatives report” in PowerPoint with illustrative maps describing and analyzing the alternatives. The presentations to the GPAC and the community workshops may include an interactive GIS component for alternatives comparison and opinion input (such as collaborative online mapping).

Task 5.6: Transportation Analysis of Alternatives (LOS)

Up to three (3) land use alternatives will be developed as part of the General Plan. Kimley-Horn recommends that one alternative be evaluated initially to determine the transportation deficiencies, impacts, and mitigations. This may guide the decision on alternative land use evaluation and selection. For this future alternative, LOS will be determined at up to 15 intersections and 15 street segments (these were selected based on the current TFO) it is anticipated that these may change based on discussion with staff). Increases in emergency response times will be included in the system wide performance measures. One scenario will be developed in detail and the other scenarios assessed qualitatively. In total, for future condition analysis, three scenarios will be analyzed: Base, Future (Preferred Alternative) and one alternative. Based off this analysis, KHA will identify potential improvements for the Mobility Element.

Travel patterns within (I-I), and external (I-X) and (X-I) will be determined from the AMBAG model for different modes for GP conditions. We will also determine internal trips from residential communities to areas of employment. This will show the integration between land use and transportation system wide.

System performance for the transportation network will be a primary metric to evaluate not only the streets, but also transit for bus and rail, and bicycles/pedestrians. To determine these performance measures, the AMBAG model data and Big Data will be assessed, using GIS, Big Data and NCHRP methodologies. These performance measures will also be measured against community goals and needs. The Performance measures could include the following:

- Model Based delay during the AM and PM peak periods for SOV
- Model Based delay during the AM and PM peak periods for Transit
- Delay Based on the Conversion of Estimated Commuter Usage of Proposed Facilities for Bicycle/Pedestrian Facilities
- Safety will be extracted from the LRSP and crash reduction factors.

Task 5.7: Transportation Analysis of Alternatives (VMT)

Kimley-Horn will prepare a Vehicle Miles Traveled (VMT) analysis for Cumulative Conditions as defined as a part of the EIR. This will include a No Project scenario, a Project scenario (preferred alternative), and up to three (3) Project Alternatives. The City's subarea model, and specifically future year scenario, will be used to perform the VMT analysis. Separate version of the future year scenario will be developed for each of the analysis scenarios (Project and 3 Alternatives) based on land use and roadway network modification developed for each of the scenarios within the EIR. Model outputs will be used to perform the VMT analysis based on the City's adopted analysis methodology and thresholds.

A summary table will be created to summarize the findings of the VMT analysis. Both the total land use for each analysis scenario, and the land use growth specifically (defined as the difference between land use assumed in the Existing scenario and the land use assumed for each future year analysis scenario), will be evaluated and compared to the City's VMT thresholds for each land use type. The findings will be summarized in a table and a finding of significance or less than significance will be determined. The city VMT Banking Fee will also be updated.

Task 5.8: City Council and Planning Commission – Alternatives Review and Selection

R+A will meet with the City Council and Planning Commission twice (either once individually or two joint meetings) to review and provide direction on land use and policy alternatives.

Task 5.9: Preferred Land Use Alternative

Through input from public workshops, City staff, and the Planning Commission and City Council, the alternatives will be vetted, discussed, and evaluated. At the end of this process, the preferred direction will have been refined. This finalized approach will present a clear picture of land use, development intensity, and open space for the continued evolution of each change area and the City.

Once the preferred alternative is identified, the R+A team will conduct a final analysis of the alternative in UrbanFootprint using the same metrics as described in Task 5.5. In addition, R+A will calculate full buildout and 20-year growth projections for the preferred alternative.

Task 5.10: Growth Projections

R+A will work closely with the city to develop and refine the methodology utilized for growth projections. R+A will quantify development potential in terms of housing units, non-residential floor area, population, and jobs (by sector). This methodology will be described in a technical memo. After the preferred land use alternative is selected, R+A will calculate projected buildout for the preferred alternative. KHA will use this final growth projection to prepare VMT per capita and/or VMT per service population forecasts using the regional travel demand model.

Task 5.11: Emergency Evacuation Analysis

Rincon will identify Neighborhood Emergency Evacuation Routes per the requirements of SB 99, which requires all cities and counties to update the Safety Element to include information identifying residential developments in any hazard area identified in the Safety Element that do not have at least two emergency evacuation routes. The Rincon GIS team will coordinate with City staff to develop a City-wide map using ESRI that identifies communities with less than two ingress/egress and provide a narrative description of the implications for evacuation planning. The analysis will be used to determine if the City should consider specific plans or policies to address any identified access limitations or constraints.

Additionally, AB 747 requires that the City update its Safety Element to identify and assess the capacity, safety, and viability of its evacuation routes under a range of emergency scenarios. Kimley Horn will coordinate with City staff, and other emergency management personnel to select up to three emergency scenarios and assess the capacity of the City's evacuation route options under selected conditions, including those most likely to be influenced by climate change. The analysis will be informed by existing evacuation plans and analyses previously conducted. We will conduct a high-level capacity analysis of available potential route options under each scenario. The analysis will be used to determine if the City should consider putting additional or alternate evacuation contingency plans in place and what additional measures or contingency plans and options it should consider implementing. Rincon will include key findings and policy recommendations for inclusion in the Safety Element.

Task 5.12 LCP Integration and LAFCO Strategy

Rincon, leveraging the expertise of Senior Professional Tad Stearns, will assist the City with identifying any statutorily required updates to the Local Coastal Program which may result from the General Plan update effort. Additionally, Rincon will provide initial/preliminary support for the City in addressing LAFCO requirements relating to potential future annexation (strategy recommendations, policy analysis and background research).

Task 5 Deliverables

- *Draft land use/place type designations*
- *Summary memo on Key Policy Direction*
- *Draft land use and design alternatives (up to 3) for areas of change*

- *Alternatives analysis briefing document or PPT*
- *Growth projections memo (draft and final)*
- *PPT for Planning Commission and City Council meeting (draft and final)*
- *Future transportation analysis memo (LOS and VMT)*
- *Emergency evacuation memo (draft and final)*
- *Preferred land use map (draft and final)*
- *Preferred alternative summary memo or PPT with analysis of the preferred alternative*

Task 6: General Plan

Task 6.1: General Plan Outline

R+A will work with the city to prepare a detailed outline of the General Plan and to determine the Plan's Elements. The General Plan will be organized in a way that is clear and easy for the public to understand, is logical for City staff to use on a daily basis, and integrates new State legal requirements, emerging new topics, and issues of high priority for the city.

Task 6.2: Layout + Design

R+A will develop a sample Plan InDesign layout for City staff to review. Based on the comments received from City staff, we will revise the template for the General Plan. This document will be a graphic and illustrative document that is user friendly.

Task 6.3: Draft Goals and Policies

The R+A team will develop new draft goals, policies and programs that address the gaps identified in the existing plan assessment. The process for each topic will a review of the existing General Plan and other policy/regulatory documents covering that topic, a preliminary “brainstorming” meeting with City staff to identify potential policy direction, the preparation of preliminary draft goals and policies for each topic, review the goals and policies by City staff, and finally a second meeting with City staff to review and provide direction on the goals and policies. Following this second review, the R+A team will be able to prepare the Admin Draft General Plan. This will include the following topics:

Land Use. R+A will prepare goals and policies around key citywide land use concerns, including:

- *Updates to Land Use Designations.* R+A will work to address opportunities based on requests received from residents, property owners, compatibility with adjacent uses, and strategic opportunity sites that will promote revenue development and enhancement.
- *Corridors, Neighborhoods, and Centers.* Developing policies for preservation of existing single-family neighborhoods and encouraging the provision of “missing middle” housing types. Other topics covered will include the design policies appropriate for higher-intensity development along major corridors, strategies for gentle intensification of certain lower-density neighborhoods, and locations for future activity centers or other civic/public gathering nodes.
- *SOI, potential annexations, and Urban Growth Boundary.* Depending on community and Council input, this chapter will set out whether desired growth can be accommodated within the UGB and analyze potential annexation sites such as the East Campus and East Garrison

developments. The Element will include the final decisions made regarding the extent of the Sphere of Influence in compliance with LAFCo for any annexation.

- *Consolidation of Plans.* To incorporate completed work, R+A will develop write goals and policies that reflect the overall direction from approved Specific Plans or other regulatory documents where applicable. This will include integrating the strategies, goals, and regulations of the Downtown Revitalization Plan.
- *Airport Compatibility.* R+A will develop policies to ensure compatibility with the operations of the Marina Municipal Airport.

Community Character and Urban Design. R+A will draft a chapter supporting land use goals through more detailed design guidance.

- *Area-specific guidance.* Developing a vision and revising policies and implementation actions for each sub-area, including renderings and/or diagrams to illustrate future conditions. These geographically specific policies will also integrate considerations related to social equity, sustainability, and adaptation.
- *California Main Street Program.* As relevant, R+A and EPS will look to integrate direction or recommendations from the Main Street Program, with the objective of improving the vitality and vibrancy of key corridors in the City of Marina.

Economic Development: EPS will prepare goals and policies will encapsulate the City’s strategy for economic growth, including addressing a range of topics, including local job growth, economic diversification, improving local business conditions, employment for local residents, the evolving retail industry, and other opportunities. The possible policies and implementation measures will draw upon EPS’s local research, professional experience, best practices, and the capacity and resources of the City and its economic development partners. Recommendations will strive to capitalize on identified strengths and will seek to mitigate local and regional economic challenges. EPS’ strategies also will focus on the City’s goals for jobs, housing, environmental protection, fiscal health, and other factors. Goals and policies will address a range of topics:

- *Local Economic Strengths.* Based on background information and interview findings, EPS will synthesize the City’s primary economic strengths, weaknesses, opportunities, and threats (i.e., SWOT assessment). This effort will organize the City’s economic context and local stakeholder input in a way that leads to identification of salient economic development considerations. The SWOT review will offer a digestible overview of economic development potential and will guide identification of potential economic development strategy options.
- *Sector-by-sector economic considerations.* Potential for local job growth will be realized through supportive policies, and an increased diversity of viable employment sectors will be encouraged.
- *Market attractiveness.* Development market and real estate investment will be discussed.
- *Local amenities.* Retail, services, and other desirable community amenities will be prioritized in new developments and in activity centers/major corridors to create “Complete Communities.”

Mobility and Active Transportation, led by KHA. Goals and policies will cover Complete Streets, City Bicycle and Pedestrian Plan, Vision Zero goals and policies update, SRTS goals and policies update (this scope does not include an update of SRTS plans), and other multimodal considerations i.e., Travel Demand Measures (TDM). This will include ensuring consistency with SB 743 implementation around setting VMT reduction targets that could also be used as CEQA impact significance thresholds, and topics such as:

- *Safety.* The City is currently conducting an LRSP and forecast data will be obtained and added for the GP conditions report. The effort for this task does not include any analysis nor graphics, and only a qualitative assessment of the findings and including the results in the Circulation Element. The City's Vision Zero future conditions reduction is safety will be included in the GP conditions. Safety would also address Safe Routes to School policies, which will be refined.
- *Complete Streets Sections.* Recommendations will be made regarding street cross sections and converting existing roadways to Complete Streets. The classification would be done by street function and by the land use specifics and areas it serves, i.e. commercial, downtown industrial, residential neighborhood. KHA will review the current roadway classification system and make recommendations for changes to the classification to meet Caltrans requirements for grants for Complete Streets. GIS mapping will illustrate the classification system. Kimley-Horn will develop conceptual layouts and cross sections that will be used for the General Plan.
- *Multimodal Networks.* Gaps in the City Bicycle and Pedestrian Map will be determined, and based on traffic growth, opportunities identified for improved bicycle and pedestrian facilities. The City Bicycle and Pedestrian Plan map will be updated in GIS indicating the class and alignment on the City street network.

Public Parks and Facilities (R+A) will address goals, policies and implementation actions that address the provision of future facilities associated with population growth in the City. Additionally, R+A will prepare goals and policies related to the appropriate provision of public buildings and public facilities, as well as community-serving programs and social services. Topics will include:

- *New Parks.* Locations for new parks, including conceptual, previously identified, or other potential sites for new parks and multi-use trails throughout the city. Discussion around funding sources for new parks, trails and open spaces will be included.
- *Improved Parks.* Access to parks, recreational programs, and other physical and programmatic improvements to existing parks and open spaces
- *Schools,* including safe walking access and equal distribution throughout the community.
- *Public buildings and services.* All relevant public facilities, social services, and related programs available to members of the Marina community.

Open Space and Conservation: Rincon will identify and evaluate strategies to enhance valued open space areas, protect air quality, identify and define strategies to improve water quality and stormwater management, and protect sensitive species and habitats. Goals and policies will cover

the City's open spaces and natural resources. Preservation, protection, and conservation of these resources (agricultural lands, coastal area, wildlife habitat, and wetlands/water bodies) is an important planning issue for Marina. Statutory requirements related to air quality will be addressed in this chapter. Additionally, Rincon will develop policies related to historic resources which may include additional historic preservation programs, updates to historic resources surveys, or identification of potential additional historic districts. The Open Space and Conservation Element will address the following:

- *Natural resources*, including minerals; soils, and wildlife
- *Human environmental resources*, including cultural or tribal resources; archaeological resources; production of resources
- *Outdoor recreation*, trails, and other human use of natural environments
- *Open space*, connections to/from, and as it relates to public health and safety
- *Water*, including water quality, watershed planning, and flood water management
- *Air quality*, including siting distances for new sensitive resources and requirements for the preparation of health risk assessments or other mitigation measures to minimize pollutant exposure.

Environmental Justice and Healthy Communities: R+A will draft goals and policies that address issue uncovered during the existing conditions and community engagement phases of work. The topics may include policies that address health, economic development, education, and housing disparities, establishing policies that reduce environmental burden, and creating strategies to address the underlying or root causes of inequities. These include, but are not limited to:

- *Healthy Built Environment.* Promotion of public facilities/services, healthy food access, safe and sanitary homes, and physical activity
- *Contamination.* Reduction of pollution or hazard exposure, highway proximity, improvement of air quality, ground or water contamination, noxious land uses, and similar concerns.
- *Increased Engagement.* Underrepresentation of disadvantaged groups in public decision-making and other forms of civic engagement.

Safety and Hazard Mitigation. Rincon, with support from R+A for sustainability and GHG topics, will identify and evaluate strategies to address fire, seismic, flood, and seismic hazards and hazardous materials present in the City Goals and policies will seek to address the climate-related physical, social, and environmental vulnerabilities identified by the MJHMP for City infrastructure and people. Goals and policies will aim to minimize risk associated with potential hazards (such as flooding and risk management assessment) and build capacity to respond to long-term stress and short-term disruptions associated with hazard events, working towards creating a resilient, sustainable Marina community:

- *Natural Hazards*
- *Evacuation Routes*
- *Emergency Response and Emergency Preparedness.*

- Fire, Police, and EMS
- Hazardous Materials
- Personal Safety
- Climate Change, GHG Emissions, Adaptation, and Resilience including:
 - Physical, social and environmental vulnerabilities
 - GHG reduction goals and policies
 - Goals and policies to address the impacts of climate change, including rising heat, changing precipitation and sea level rise
 - Goals and policies to address adaptation strategies for vulnerable locations and populations

Public Infrastructure. Rincon will develop policies related to facilities and services. Topics that will be addressed include water, wastewater, stormwater, and energy.

(Note: The scope and budget do not include detailed modeling, capacity analysis, or new infrastructure cost estimates for water, stormwater, and/or wastewater. If this level of analysis is needed, R+A will contract with a civil engineer using additional funds or obtain the necessary information from the City Public Works Department.)

Noise: The primary source of noise in the City is traffic on major arterials and highways, including SR 1 and local roadways. Rincon will describe existing noise sources and projected noise based on future conditions. Methods to attenuate noise to reduce potential noise exposure will be identified and incorporated into suitable policies.

(Note: The Housing Element is not included since it will be prepared separately by the City).

Task 6.4: Administrative Draft General Plan

The R+A team will prepare an Administrative Draft General Plan based on the established vision, guiding principles, and policy frameworks. The R+A team will address all the requirements of State law, using the 2017 OPR General Plan Guidelines, and incorporating local priorities, such as social equity, economic development, and sustainability and adaptation, and ensuring the document is internally consistent. In addition to the goal and policy topics listed above, we anticipate the General Plan will include an introduction, summary of engagement, and implementation chapters.

City staff will review the Administrative Draft General Plan and revise the document with a single, consolidated set of redline changes in Microsoft Word. Our scope and budget assume that the revised version returned by staff will require very minimal work on the part of the consultant team prior to layout and design of the Screencheck Draft. The R+A team will review the proposed changes by staff to ensure internal consistency among elements and conformance with State law. Following these revisions to the Administrative Draft, only changes to the plan layout and graphic design are scoped (no further content edits aside from minor formatting). A scope and budget amendment will be required if substantial changes are needed, or a 2nd Administrative draft is desired.

Task 6.5: Screencheck Draft General Plan

R+A will confirm text changes made by the City during their review of the Admin Draft and will prepare a Screencheck Draft document in the agreed upon InDesign layout. *(Note: City staff will be responsible for providing photos and images for the General Plan based on a list developed by R+A.)*

Task 6.6: Public Draft General Plan

R+A will prepare a Public Draft of the General Plan based on comments provided by staff's review of the Screencheck Draft on the plan layout and design. We assume only minor editorial and formatting/layout comments will be provided by staff's review of the Screencheck Draft. This will be the version that will be presented to the City Council and Planning Commission during the public hearing process.

Task 6 Deliverables

- Plan outline – draft and final
- Draft Policy Frameworks for the topics identified above
- Public Draft Policy Frameworks
- PPT for Planning Commission and City Council meeting (draft and final)
- General Plan sample layout/template
- Administrative Draft General Plan
- Screencheck Draft General Plan
- Public Draft General Plan

Task 7: CEQA

Based on review of the RFP and our experience preparing General Plan EIRs, we recommend the preparation of a Program EIR pursuant to CEQA Guidelines Section 15168. Although the legally required contents of a Program EIR are technically the same as those of a Project EIR, Program EIRs are by necessity more general and may contain a broader discussion of impacts, alternatives, and mitigation measures than a Project EIR. A Program EIR may be prepared on a series of actions that may be characterized as one large project. Use of a Program EIR provides the City with the opportunity to consider broad policy alternatives and program-wide mitigation measures and greater flexibility to address environmental issues and/or cumulative impacts on a comprehensive basis. Once a Program EIR has been certified, subsequent activities within the program may be evaluated to determine what, if any, additional CEQA documentation needs to be prepared. If the Program EIR addresses the General Plan's effects as specifically and comprehensively as possible, many subsequent activities could be found to be consistent with the Program EIR mitigation parameters and additional environmental documentation may not be required (CEQA Guidelines Section 15168I). In this case, the Program EIR serves a valuable purpose as the first-tier environmental analysis that will assist in streamlining and possibly exempting future projects from CEQA with the idea that the General Plan's Program EIR can be used for such exemptions when projects are consistent with the General Plan. Rincon also proposes to forgo preparation of an Initial Study, as an EIR would be required, in order to streamline the project timeline.

Rincon is separately preparing CEQA compliance documents for the City's Downtown Vitalization Specific Plan, Affordable Housing Overlay, and 6th Cycle Housing Element. Depending on the timing of adoption/certification of these documents, we may be able to streamline the General Plan EIR work effort by utilizing these other studies. This EIR will encompass the City limits and the proposed Sphere of Influence surrounding the City.

Task 7.1: CEQA Kickoff Meeting

Upon initiation of the CEQA process, Rincon will facilitate a CEQA kickoff meeting with City staff. This meeting will serve as a forum to review and confirm study objectives and establish an operational protocol. Working schedules will be finalized and details for scheduled tasks will be discussed. The consultant team will use this opportunity to collect any relevant studies and information not already transmitted.

The kickoff meeting will also allow the City/consultant team an opportunity to discuss the approach to the environmental evaluation and potential project alternatives. Community concerns that have surfaced to date will be discussed. We will also have an opportunity to confirm the cumulative impact analysis approach.

Rincon's principal in charge and project manager will attend the meeting virtually, which is anticipated to last up to 1.5 hours.

Task 7.2: Notice of Preparation

Rincon will prepare a draft Notice of Preparation (NOP) for City staff to review. The NOP will include all required details including project description, location, dates of public review and dates/location of the public scoping meeting. Rincon will submit a draft NOP in MS Word for City review. Upon receipt of one round of consolidated comments on the draft NOP, Rincon will prepare a final PDF copy of the NOP for City staff to post on its website and for distribution to public agencies. It is assumed that the City will provide an NOP distribution list and will be responsible for direct mailing of hard copies of the NOP. Rincon will review and make suggestions regarding the list. City Staff will also be responsible for filing the NOP with the State Clearinghouse/Office of Planning and Research and Monterey County Clerk.

The NOP and all correspondence received in response to the NOP will be attached as an Appendix to the Draft EIR. A finalized scope for the Draft EIR will be defined after all comments on the NOP have been received. Because we anticipate that the General Plan EIR will address all issues on the environmental checklist, we do not propose to prepare an initial study.

Task 7.3: Project Description

Rincon will prepare the EIR project description. This will include a project summary to include in the NOP and then a detailed project description as part of the EIR. Organization of this information is critical, since it forms the basis for environmental evaluation under CEQA. The project description will focus on the overall boundary of the Planning Area. This section will include a description of the General Plan, focusing on characteristics relevant to the analysis, project objectives, and required discretionary approvals. The project description will include textual, tabular, and up to six graphics to fully describe the program and form a basis for the environmental analysis. The project description will be submitted

to the City in MS Word format, and we will address one round of consolidated comments from the City. Our scope of work and fee estimate assumes that the General Plan components will not change following City acceptance of the project description.

Task 7.4: Scoping Meeting

Rincon will facilitate a public and agency scoping meeting associated with the release of the NOP. The Scoping Meeting will be held during the 30-day NOP review period to introduce the community and responsible agencies to the EIR process and obtain input on the EIR scope of work. All agencies and interested parties would be invited to attend the scoping meeting, and it is assumed that separate individual meetings would not be required. It will include a brief presentation, followed by public comment and input from meeting attendees. Rincon will prepare a summary of all input gathered, which will be included in the Draft EIR along with any written public comments received during NOP comment period. Rincon will coordinate with the City regarding the City's preferred virtual platform or physical venue. Notice of the scoping meeting would be provided in the NOP; all other scoping meeting logistics and noticing will be completed by the City.

Task 7.5: Administrative Draft EIR

Rincon will prepare an Administrative Draft EIR (ADEIR) in compliance with CEQA requirements and based on the project description approved by City staff (completed under Task 7.3). Consistent with CEQA requirements, the EIR will be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences. An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in light of what is reasonably feasible. The document will be a program EIR that considers the broad policy implications of the proposed General Plan. To that end, it will focus on the macro-level impacts associated with General Plan buildout and whether and how proposed General Plan policies address such impacts. Where possible, Rincon will incorporate information from existing environmental and planning documents that apply to the General Plan. As necessary, we will conduct original research to augment existing information.

The setting for each topical section will describe existing conditions relevant to the topic and provide the groundwork for impact analysis. The number of impacts to be analyzed and the depth of analysis will be determined based on areas of concern identified by Rincon and City staff, as well as responses to the NOP. Thresholds used to determine the significance of impacts will be clearly stated and will include thresholds in the CEQA Guidelines Appendix G, as well as existing regulatory standards, if applicable. Impacts will be identified and mitigation measures will be prepared to reduce significant impacts to a less-than-significant level, when feasible. For each potentially significant impact identified in the ADEIR, Rincon will identify mitigation measures or policy statements proposed by the City as part of the General Plan Update to avoid or reduce identified impacts. Mitigation measures will be constructed as policy statements to facilitate incorporation into the final General Plan.

The ADEIR will comprise the following sections:

Executive Summary

The EIR will contain a summary of the proposed project and associated environmental consequences. This section will include the following:

- A discussion of the project's objectives;
- A brief description of the proposed project;
- A summary of the environmental setting for the Planning Area;
- A summary of impacts;
- A summary of mitigation measures (mitigating policies);
- A discussion of alternatives considered, and identification of the environmentally superior alternative among those studied; and
- Areas of controversy, and issues remaining to be resolved

Introduction and Environmental Setting

These required introductory sections will lay the groundwork for and summarize the substantive analysis to follow. The introduction will describe the purpose and legal authority of the EIR, the scope and content of the EIR, a discussion of lead, responsible, and trustee agencies, and a synopsis of the General Plan process. The environmental setting will provide a general description of the existing geographic character of the City of Marina. The environmental setting will also contain a discussion of the approach to the cumulative impact analysis.

Project Description

The Project Description section will consist of the project description prepared in Task 7.3.

Analysis, Impacts, and Mitigation Measures

The environmental analysis section will include four main components:

- Setting
- Impact Analysis
- Programmatic Mitigation Measures
- Level of Significance After Mitigation

The discussion for each issue area will begin with the setting, which will describe existing conditions relevant to the topic and provide the groundwork for impact analysis. Sources will include documents and studies prepared in support of the General Plan, other relevant environmental documents prepared during the last five years, and data provided by the City.

The impact analysis will include a discussion of the methodology used to quantify or determine impacts and the criteria for judging significance. Where practicable, impacts will be quantified. If existing data does not allow definitive quantification, reasonable assumptions will be used to qualitatively forecast potential impacts.

Rincon typically orients analyses around clear impact statements that are separately highlighted in the text. This allows a more precise statement of the specific issue at hand and sets the stage for the

technical discussion that follows. If the impact warrants mitigation measures, they are indexed to and immediately follow the numbered impact in question.

Mitigation measures may include design measures, changes or additions to General Plan policies and programs proposed by City staff and the consultant team. Thus, the EIR will provide a review of General Plan policies and measures and will suggest changes or updates to reduce environmental impacts where warranted. All mitigation measures will be presented in wording that can be directly applied to conditions of approval and/or to updating the General Plan's policies and implementation programs as warranted.

Rincon's technical approach to analyzing each environmental issue is described below under, Proposed Approach to Technical Issues.

Alternatives Analysis

A range of alternatives will be considered in the ADEIR. CEQA Guidelines require consideration of the "No Project" Alternative. For purposes of this EIR, the No Project Alternative would be a continuation of the existing General Plan without any updates or additions. In addition to the No Project Alternative, Rincon will consider up to two (2) other alternatives (which may include alternate land use scenarios already developed during Task 5). Evaluation of alternatives will be in less detail than for the General Plan, though the analysis will provide decision-makers and the public adequate information to decide between alternatives. This section will also identify the "environmentally superior alternative." If the No Project Alternative is determined to be environmentally superior, the ADEIR will identify the environmentally superior alternative among the remaining scenarios.

Cumulative Impacts

Consistent with Section 15130 of the CEQA Guidelines, cumulative impacts resulting from the program's impacts combined with impacts of other projects and programs in the area, including surrounding jurisdictions' General Plans. Cumulative projects in the area will be derived in consultation with the City. The contribution of the proposed project to the overall cumulative impact will also be estimated and discussed.

Other CEQA Sections

This portion of the EIR will discuss the growth-inducing effects of the proposed project as well as significant irreversible changes associated with the proposed General Plan. Drawing on the information provided in the environmental setting and preceding issue discussion, the growth-inducing impacts will address the potential for the project to directly induce economic growth and remove obstacles to growth in the area. The significant irreversible changes discussion will summarize the significant effects of the project, particularly the unavoidably significant effects. The ADEIR will be submitted to the City in MS Word format, for ease of review.

Proposed Approach to Technical Issues

The technical approach to analyzing each potential environmental issue is described herein. Approaches to the impact analysis for the Program EIR will be discussed with City staff and will be consistent with the assumptions and methodologies used in recent CEQA documents in the City of Marina to the extent possible. In general, the impact analysis will focus on the issues present in the

Planning Area and likely to be affected or impacted by the General Plan Update. While all issue areas contained on the CEQA Guidelines Appendix G Checklist will be addressed in the EIR, we anticipate the following issue areas would likely be considered less than significant and therefore suggest that these issue areas be analyzed within a “Less than Significant” section of the EIR:

- Mineral Resources
- Wildfire

We anticipate that the following environmental issues will be addressed in the EIR as stand-alone EIR sections:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population and Housing
- Public Services
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems

Aesthetics. Physical changes that could occur under the proposed General Plan would alter the aesthetic character of portions of Marina. The aesthetic analysis will consider such issues as alteration of public views, changes in visual character, and increased light and glare. The analysis will be supported by photo documentation of up to five key areas where future development may be facilitated under the proposed General Plan. The analysis will also consider consistency with relevant City documents addressing design and development standards.

Agriculture and Forestry Resources. This section will consider the potential for conversion of Important Farmland, as mapped by the Department of Conservation Farmland Mapping and Monitoring Program, to non-agricultural use because of General Plan buildout, including within the City’s urban growth boundary. This analysis will be based on a desktop review of readily available data. The analysis will also consider potential conflicts with agricultural zoning or Williamson Act contracts. The city does not contain known forestry resources; this will be confirmed and described in the section.

Air Quality and Greenhouse Gas Emissions. The Air Quality and GHG Emissions analyses in the EIR will consider temporary construction and long-term operational emissions from the proposed General Plan buildout. The analysis will include the following tasks:

- Summarize the existing air quality conditions in the air basin using data from nearby air monitoring stations available from the California Air Resources Board and the Monterey Bay Air Resources District (MBARD).
- Characterize the state of the climate and relevant federal, state, and local climate change regulations. Identify the GHGs of primary concern.
- Summarize federal, state, and local standards and regulatory review requirements pertinent to air quality and GHG emissions. Calculate General Plan buildout emissions of criteria pollutants and GHGs using the California Emissions Estimator Model (CalEEMod). Evaluate the significance of air quality and GHG impacts per the MBARD CEQA Air Quality Guidelines methodology for

General Plans, Specific Plans, and Zoning Ordinances. Construction emissions will be addressed qualitatively.

- Evaluate potential odor impacts through buildout of the General Plan.
- Evaluate localized air quality impacts from toxic air contaminant (TAC) to sensitive receptors. No detailed air dispersion modeling is proposed as part of this scope.
- Evaluate the proposed project's compliance with applicable Air Quality Management Plans.
- Evaluate the proposed project's compliance with applicable State and local GHG reduction plans, policies, and regulations.
- Develop mitigation measures for identified potentially significant air quality and GHG impacts.

Biological Resources. As part of the biological resources analysis, Rincon will collect regional background information on biological resources that could be affected by the General Plan update. The collected information will include database queries (CNDDDB, CNPS, USFWS IPaC), reviews of regional planning documents, and information provided by agency biologists. The scope of work does not include a reconnaissance site visit.

The biological setting subsection will describe vegetation communities, per California Wildlife Habitat Relationships classifications, drainages and wetlands, special-status species occurrences and habitats (tabular format), and a discussion of regulatory framework. The impact analysis will include a description of methodology and significance thresholds, project impacts, and avoidance and mitigation measures, and a summary of projects or land use changes that may result in impacts to biological resources. Rincon will compile results from database queries in the Appendix of the EIR and summarize the results and findings within the EIR section.

Cultural Resources. The cultural resources analysis will include a review of historic and archaeological resources in Marina and the potential impacts to those resources as a result of the proposed General Plan update. To compile a listing of recognized significant historic and prehistoric resources, information will be obtained from the State Office of Historic Preservation and local historical groups (if applicable). The statewide Historical Resources Inventory (HRI) is not available for public review according to the California Historical Information System Information Center Rules of Operation Manual (Section III.A). The HRI would be consulted after the determination of an Area of Potential Effect under project-level analysis of any future development project to determine the locations of previously recorded archaeological sites.

The Cultural Setting subsection will consist of the following subsections:

- Archaeological resources background
- Historic resources background
- Paleontological resources background
- Regulatory setting

The Impact Analysis subsection will include:

- Description of methodology and significance thresholds

- Project impacts and mitigation measures (conceptual)
- A summary of projects or land use changes that may result in impacts to cultural resources

Energy. This section will discuss current and projected citywide energy supplies and demand, and qualitatively analyze energy demand associated with future construction and long-term Plan buildout. This section will also compare consistency of the Plan with adopted state, regional, and local energy policies.

Geology and Soils. This section will discuss the potential for geologic hazards present within Marina to adversely affect potential future development facilitated by the proposed General Plan. Hazards to be considered include fault rupture, ground shaking, landslides, liquefaction/slope stability, erosion, and subsidence. The analysis will rely on baseline data developed in support of the General Plan Safety Element as well as such sources as the California Geological Survey, United States Geological Survey, the California Division of Mines and Geology, and other CEQA documents that contain geology and soil information for the area.

It is anticipated that the geology/soils work scope will entail a mapping exercise to identify areas where potential future development could be affected by known geologic hazards. It is anticipated that proposed General Plan policies will provide appropriate mechanisms to address potential impacts. If this is not the case, mitigation measures will be provided in the form of new geologic hazard policies that can be incorporated into the final General Plan.

Hazards and Hazardous Materials. This section will discuss the potential for impacts relating to hazardous materials transport, storage, and use, as well as such hazards as wildland fires and flooding. The analysis will rely on data collected in support of the Safety Element and other readily available information sources, including online hazardous material databases and other environmental documents prepared for the City.

The hazardous material analysis will involve qualitative discussions of the potential for new development to either create the potential for hazardous conditions or be adversely affected by existing hazards. It is anticipated that proposed General Plan policies will provide appropriate mechanisms to address potential impacts. If this is not the case, mitigation measures will be provided in the form of new hazard protection policies that can be incorporated into the final General Plan.

Hydrology and Water Quality. The hydrology and water quality analysis will evaluate potential impacts relating to hydrological conditions and flooding as well as potential impacts to surface and groundwater quality. The existing hydrologic setting of Marina will be described generally and potential impacts relating to new development will be discussed conceptually. Information sources will include data collected in support of the General Plan Safety Element as well as readily available data from such agencies as the Regional Water Quality Control Board.

The analysis will be qualitative in nature, relying both on proposed General Plan policies and existing regulations (in particular, the National Pollutant Discharge Elimination System [NPDES] and related City requirements) to address potential impacts. As appropriate, additional policies to address hydrological or water quality impacts will be recommended as EIR mitigation.

Land Use and Planning. This section of the EIR will examine land use policy issues. Rincon will prepare an objective discussion of whether and how the proposed General Plan is consistent with both existing City policy documents and regional planning policies, including those of the local air quality plan and Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS). It is anticipated that proposed policies will generally be consistent with those of other adopted policy documents. However, as appropriate, new or revised policies will be recommended to address any inconsistencies.

Noise. The noise section of the EIR will be conducted in accordance with City of Marina guidelines, standards, and ordinances. The noise analysis will include development of updated traffic noise contours based on input data from the traffic study prepared by Kimley-Horn. The results of this analysis will be summarized in the EIR and modeling will be provided in an appendix.

The primary source of noise in the City is traffic on major arterials and highways, including SR 1 and local roadways. Rincon will identify major sources of noise in the City and quantify traffic noise contours based on data from the traffic report. No ambient noise measurements are proposed as part of this scope.

Rincon will model existing and Plan buildout traffic noise levels using a version of the U.S. Federal Highway Administration (FHWA) Traffic Noise Prediction Model. Rincon will develop noise contours based on the existing traffic data and future forecasts. The EIR will identify areas along roadway segments that would be exposed to noise levels above established criteria. Existing noise from aircraft overflights at the Marina Municipal Airport will also be evaluated using available data. No detailed modeling of airport noise is proposed.

Noise impacts from non-transportation sources will be evaluated on a programmatic level, qualitatively based on local noise standards. Rincon will analyze noise impacts from non-transportation sources such as major commercial and industrial uses in terms of potential impacts to nearby noise-sensitive receptors and the noise limitations identified within the City's Municipal Code.

Rincon will provide a qualitative analysis for potential construction impacts associated with buildout of the Plan. Future noise and vibration effects from construction activities will be discussed in terms of accepted standards from the U.S. Federal Transit Administration (FTA). Feasible mitigation measures will be identified to minimize noise and vibration impacts associated with buildout of the Plan.

Population and Housing. It is not anticipated that the proposed General Plan would displace people or housing. Therefore, this section will focus on comparison of potential population and housing growth to regional growth forecasts for the area, as contained in the MBARD AQMP and MTP/SCS. The discussion will also consider impacts to the balance of jobs and housing in the City.

Public Services. The public services section of the EIR will address potential impacts relating to police protection and fire protection services, as well as schools. The analysis of police and fire service will involve contact with the Marina Police and Fire departments to determine service levels and existing and projected gaps in service. The schools analysis will involve contact with the Monterey Peninsula Unified School District to identify current enrollment and capacity as well as student generation rates. School capacity levels and needs will be identified. Existing and proposed development impact fees, including State-mandated school impact fees, will be identified as mitigation as appropriate.

Recreation. This section will analyze potential impacts to City parks and recreational facilities. It is not anticipated that existing parks would be directly affected by potential new development; therefore, the analysis will focus on potential indirect effects related to increased demand for parks and recreational facilities. Demand will be forecast based on projected population growth and City estimates of per capita park demand.

Information sources will include the Background Report, draft General Plan Elements, and any data gathered in support of those chapters. Proposed policies will be cited as mitigation for potential impacts. As necessary, proposed policies will be augmented with additional policies to be incorporated into the final General Plan.

Transportation. This section of the EIR will rely on the VMT analysis prepared by Kimley-Horn under Task 5.8. The existing setting, project and cumulative impacts, and any suggested mitigation measures in the VMT study prepared by Kimley-Horn will be described and listed in the EIR section as appropriate. The analysis will identify key transportation system components and consider whether Plan buildout would conflict with a program, plan, ordinance, or policy addressing the circulation system.

Tribal Cultural Resources. This section will summarize the results of AB 52 and SB 18 consultation (Task 7.12). Rincon will summarize the AB 52 efforts and will include identified mitigation in the EIR, as applicable.

Utilities and Service Systems. This section will discuss potential impacts to water supply and service systems, wastewater conveyance and treatment systems, and solid waste collection and disposal systems. Impacts to the City storm drain system will be addressed in the hydrology/water quality section.

The evaluations of service systems will involve contact with the service providers, including City public works staff, Marina Coast Water District (MCWD), Monterey One Water (M1W), and ReGen Monterey (formerly Monterey Peninsula Waste Management District). Information sources will also include data on water, wastewater, and solid waste systems collected in support of the General Plan Update.

An official Water Supply Assessment (WSA) is not necessary for the General Plan process. However, if MCWD elects to prepare one, Rincon will incorporate the information into the EIR. If a WSA is not prepared, the EIR will incorporate water supply information from the latest Urban Water Management Plan (UWMP) and will estimate proposed water supply demand associated with General Plan implementation based on readily available sources and will compare anticipated demand to the capacities of existing and planned resources and facilities.

In addition, impacts relating to wastewater/solid waste generation as well as the operation of current and possible future septic systems will also be discussed. Proposed General Plan policies will be discussed as mitigation for possible impacts to service systems. As necessary, additional or revised policies will be developed to address identified significant impacts.

Task 7.6: Screen check Draft EIR

Rincon will address one round of City comments on the ADEIR and prepare a Screencheck Draft EIR. All comments from the City will be provided as a consolidated set of comments in editable electronic

format (i.e., as tracked changes in MS Word). If there are multiple reviewers, the City will be responsible for reconciling conflicting comments prior to sending to Rincon. To maintain momentum in the project schedule and provide cost efficiency, we assume City comments will focus on any new content in the previous version of the ADEIR, and new comments on previously submitted content will be minimal. The Screencheck Draft EIR will be submitted to the City in MS Word with track changes retained.

Task 7.7: Public Draft EIR

Once the City approves the Screencheck Draft EIR, Rincon will prepare the Draft EIR for public circulation. Rincon will prepare required noticing forms, including the Notice of Completion (NOC), Notice of Availability (NOA) and OPR's Summary Form, for Electronic Document Submittal, for City review. Rincon will address one round of comments on the forms. Rincon will be responsible for submitting documents through the digital CEQASubmit platform and filing the NOA with the Monterey County Clerk's office. It is assumed the City will be responsible for required newspaper ads and other public noticing of the document's availability, such as radius label mailing or onsite posting. As required by State law, the Public Draft EIR will require at least a 45-day public review period. Rincon will provide a minimum of two hard copies (and more if budget allows) of the Public Draft EIR for posting at the City offices and Marina library, and will provide a digital version in Adobe PDF for posting to the City's website

Task 7.8: Response to Comments and Administrative Final EIR

Upon receipt of public comments on the Draft EIR, Rincon will prepare draft response to comments and an Administrative Final EIR for review by the City. This scope of work assumes up to 8 comment letters containing comments on the content of the CEQA document will be received. This includes two lengthy (over five pages) and/or substantive letters, that can be adequately responded to in a maximum of 50 professional staff hours. Comment letters that solely express support or opposition to the General Plan would not count against the 8-letter estimate. The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. We reserve the right to reevaluate the effort level and request a scope amendment upon close of the public comment period. If the number of comment letters and the effort to prepare responses is greater than anticipated, Rincon will notify City staff immediately and discuss options to amend our scope of work and budget as necessary.

Rincon will address one round of consolidated City comments, to be provided in an editable format, on the draft Responses to Comments and prepare a Screencheck Responses to Comments, in MS Word with edits shown in track changes. Upon City review and approval of the Screencheck, Rincon will submit the Final EIR for hearing.

Task 7.9 Mitigation Monitoring and Reporting Program

Concurrent with Task 7.7, Rincon will prepare a Mitigation Monitoring and Reporting Plan (MMRP), which will be included in the Final EIR. The MMRP will be provided in a format designed for use by planners, environmental monitors, or code enforcement officers. Essentially, this plan will take the form of a detailed table that describes:

- Persons/agencies responsible for monitoring compliance with each condition

- Timing when monitoring must occur
- Frequency of monitoring
- Criteria to be used to determine compliance with conditions

The final version of the MMRP will be incorporated as an appendix to the Final EIR.

Task 7.10: Final EIR

After receipt of City comments on the Administrative Final EIR (Task 7.8) and MMRP (Task 7.9), Rincon will prepare a Screencheck Final EIR for City staff review and confirmation followed by a Final Program EIR after incorporating comments from City staff. Rincon will prepare a draft Notice of Determination (NOD) for City staff to file with the County Clerk and State Clearinghouse. It is assumed that the City will pay all applicable fees associated with filing the NOD at the County Clerk. Rincon will submit the NOD to the State Clearinghouse. Rincon will provide two hard copies of the Final EIR for posting at the City offices and Marina library.

Task 7.11: CEQA Findings and Statement of Overriding Considerations

Rincon will prepare the CEQA Findings and Statement of Overriding Considerations for the project based on the impact conclusions of the EIR, if necessary, based on a template provided by the City. The Draft CEQA Findings will be submitted alongside the Final EIR, and will contain a discussion of alternatives, including the rationale for rejecting any of the analyzed project alternatives, using in part the project objectives. This scope of work assumes if alternatives are determined to be infeasible due to financial considerations, or that the Statement of Overriding Considerations relies on specific economic or financial factors, corresponding financial data to support these conclusions will be provided by the City. This task will comply with CEQA Guidelines Sections 15091 and 15093 and will be submitted in a City-approved electronic format. Rincon will prepare an administrative draft version of the CEQA Findings for City review, will address one round of consolidated City comments, and submit a final document version digitally.

Task 7.12: AB 52 and SB 18 Consultation Assistance

Under AB 52 (California Government Code Section 21080.3.1 (a)) and SB 18 (California Government Code Section 65352.3 and 65352.4), the City, as the CEQA lead agency, is required to begin consultation with California Native American Tribes that are traditionally and culturally affiliated with the project site, prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report. Rincon will request an AB 52 and SB 18 consultation list from the NAHC and will assist the City with consultation under AB 52 and SB 18 by providing the City with letter templates, checklists, and detailed instructions to help ensure meaningful consultation with interested Native American groups. Typically, NAHC list requests are fulfilled within 6 to 8 weeks. After receipt of letters, Native American Tribes have 30 days to reply to a request for consultation under AB 52 and 90 days under SB 18; the 30 day wait period for AB 52 is subsumed in the wait period for SB 18. This task does not include meetings, outreach, consultation or mailing letters to Tribal governments. Rincon assumes the City will officially contact all applicable Tribes. Rincon can assist with these tasks for an additional cost.

Task 7.13: Administrative Record

Rincon will maintain the Administrative Record for this project. Rincon will develop a work plan at the outset that instructs internal staff on the way in which the Administrative Record will be developed and maintained. As sources are referenced in each section of the report, they are logged in an index containing a hyper-linked cross-reference to the individual source files, copies of which are maintained on company servers. These include, for example, guidance documents, websites, correspondence, and technical memoranda. The index and source files will be supplied digitally alongside the Draft EIR.

Task 7.14: Legal Review

Rincon has on staff a qualified legal team with more than 45 years combined experience in land use, long-range planning, CEQA review, and CEQA litigation. Such experience allows Rincon to provide trusted, substantive review of key documents, including the Public Draft EIR and Final EIR, to provide legal adequacy and a sound basis for a defense during legal challenge. Rincon's legal team also provides strong support for responding to comments on the environmental and land use documents and in addressing identified concerns raised in late correspondence prior to the public hearings.

With careful consideration as to how each step of the process may ultimately affect the outcome and impact on the community perception, Rincon will provide thoughtful analysis on the best approach to take for any unique or potentially controversial issue, with the legal team participating on an as needed basis for planning calls and internal discussion and review.

This scope includes legal review of the Draft EIR and Final EIR, to be conducted prior to City review of the Administrative Draft version of the documents. A total of 10 staff hours is included in this scope for legal review. Additional legal review can be provided on a time and material basis.

Task 7 Deliverables

Administrative/working drafts will be provided in MS Word and/or Adobe PDF. Revised documents will be provided in MS Word with edits shown in track changes. Adobe PDF documents will be provided for public draft and final documents. Unless an optional task is authorized, documents will not be formatted for ADA compliance.

- Draft and final Notice of Preparation (MS Word and Adobe PDF)
- Submittal of the NOP to the State Clearinghouse and County Clerk
- Scoping Meeting materials (e.g., agenda, presentation)
- Attendance at the Scoping Meeting
- ADEIR (MS Word)
- Screencheck Draft EIR (MS Word with track changes retained)
- Public Draft Program EIR (two hard copies, Adobe PDF copy with user-friendly cross-reference hyperlinks)
- Draft and final CEQA Notices, including the NOC for the NOP submittal and the NOC, NOA, and OPR's Summary Form for the Public Draft Program EIR submittal
- Submittal of the NOA to the County Clerk and State Clearinghouse
- Draft and final Response to Comments (MS Word)
- Draft and final MMRP (digital files)
- Screencheck Final EIR (MS Word with track changes retained)
- Final Program EIR (two hard copies, Adobe PDF copy with user-friendly cross-reference hyperlinks)
- Draft and final CEQA Findings and Statement of Overriding Considerations (digital files)
- Notice of Determination (Adobe PDF)

Task 8: Plan Review and Adoption

Task 8.1: Matrix of General Plan Comments

R+A will prepare a matrix to track all comments received on the Draft General Plan through public (and agency) feedback. City staff will review the comments and provide a brief statement in the matrix recommending how each will be addressed in the final General Plan. Note that City staff will lead this task to ensure that City staff understands all of the content in the final General Plan.

Task 8.2: Adoption Hearings

R+A will attend up to two hearings with both City Council and Planning Commission (total of four meetings) to review the Draft General Plan and the Final EIR. At the conclusion of the hearings, the City Council will determine whether to certify the Final EIR and whether to adopt/approve the General Plan update. R+A will prepare a brief PowerPoint presentation summarizing the General Plan to be utilized in both hearings. Staff will prepare the staff report, which will be reviewed by the R+A team. Note that R+A will not prepare a revised draft General Plan prior to hearings. The Planning Commission and City Council will review the Public Draft and a list of changes recommended by staff resulting from the community engagement process.

Task 8.3: Final General Plan

Based on final direction/comments from the City Council and other boards/commissions during the hearing process, R+A will prepare a Final General Plan that reflects all of the changes approved by the City Council. The scope assumes only minor, editorial changes will be needed to finalize the document.

Task 8 Deliverables

- *Matrix of Comments and Responses (City Staff led)*
- *Final General Plan (PDF and InDesign)*
- *PowerPoint presentation for public adoption hearings*

Task 9: Targeted Zoning Code Update

The following is our preliminary scope of work for a targeted update to the zoning code. We would like the opportunity to revisit and flesh out this scope with City staff as the project progresses.

Task 9.1: General Plan Consistency Analysis and Recommendations Memo

R+A will summarize key issues, concerns, and inconsistencies between the final adopted General Plan and the Zoning Code in a Recommendations Memo to be presented to City Staff. The memo will be structured around the General Plan's goals, policies, and programs, summarizing how each relates to the Zoning Code and identifying issues and recommendations for implementation of the General Plan through Zoning Code changes. Potential amendments may include new or revised regulations and standards for zoning district(s) and land uses, parking, and landscaping.

Task 9.2: Update to the Zoning Map

R+A will update the Zoning Map based on the updated General Plan Land Use designations map.

Task 9.3: Targeted Zoning Code Update

Updating a Zoning Code immediately following or in conjunction with a General Plan update is desirable as it takes advantage of existing momentum, and the community may anticipate (or expect) implementing amendments to the Zoning Code.

R+A will update the City's Zoning Code (Code), which will include strategic revisions necessary to comply with and implement the General Plan. Upon direction from City Staff, R+A will prepare an Administrative Draft Code and Final Draft Code, provided electronically.

R+A will address City comments on the Administrative Draft Code and prepare a Final Code for Planning Commission and City Council hearings. Following City Council adoption, R+A will make any revisions as directed by the City Council. Due to the targeted nature of the Code amendments, R+A's budget includes attendance at four virtual public hearings before the City Council and/or the Planning Commission.

As, proposed, the Zoning Code update work consists of strategic revisions necessary to comply with and implement the General Plan. A comprehensive re-write of the Zoning Code is not included in this scope of services. The Zoning Code update scope includes or assumes the following:

- The City will provide R+A with a Word file of the complete and current Zoning Code.
- Revisions to the Code will be made in Word format in track changes.
- The Zoning Code's overall structure, layout, and organization will not be modified.
- R+A will make amendments to the Zoning Map and Chapter 17 Article 1 (Definitions) and Article 2 (Zoning District and Development Standards).
- Revisions required by law, but not explicitly mandated by the General Plan, will not be included (e.g., sign compliance with the *Reed v. Town of Gilbert* decision).
- The 6th Cycle Housing Element is not included in the Consultant Team's scope. City staff will provide R+A clear written direction on the necessary revisions to Zoning Code Chapter 17 Article 2 (Zoning Districts, Uses and Development Standards) to implement the Housing Element.
- R+A will not prepare materials other than the three deliverables for the four public hearings before the City Council and/or Planning Commission.
- The City will be responsible for any community engagement or required notifications to property owners whose zoning is affected by the targeted zoning code update.

Task 9 Deliverables

- *General Plan Consistency Analysis and Recommendations Memo*
- *Zoning Map Draft and Final Map*
- *Admin Draft Code Amendment*
- *Final Code Amendment*
- *Agenda and presentation for CC/PC hearings (note: R+A will prepare 1 presentation for all hearings)*

Task 10: Project Management

Task 10.1: Project Management and Meetings

R+A will schedule regular virtual and in-person meetings with staff to discuss progress and coordinate project activities. We will also provide regular status reports on the project including regular updates to the master schedule. This task also covers “informal” communication via email and phone, up to the maximum budget.

Task 10 Deliverables

- *Meeting notes from regular check-in meetings*

Proposal Assumptions

The following is a list of assumptions for the Marina General Plan and EIR Update:

- The level of effort for each task is limited to the general number of hours for each task listed in the budget spreadsheet. R+A team members may reallocate hours between tasks if individual tasks are completed in less time than anticipated.
- The City shall provide parcel-level data in GIS format, including but not limited to existing land use, existing general plan land use designations, existing zoning districts, county assessor information, number of units per parcel, non-residential square footage per parcel, street centerlines, street network and classifications, parks, public facilities, transit routes, pipeline development projects and other existing built environment information that may be necessary during the General Plan update process. Additional data layers will be identified during project initiation. All data and information provided by the City will be assumed to be correct and up to date. The consultant team is not responsible for out-of-date or inaccurate information. The following is a list of the most critical data for the project (all at the parcel level): APN, existing land use, dwelling units, building square footage, parcel characteristics, general plan designation and zoning.
- All studies that the team will prepare are identified in the scope of work. Any studies, tasks, deliverables or reports not specifically identified are assumed to be not included.
- City review time for workshop materials and meeting materials will be approximately one week. City review of major products will be between two and four weeks, depending on the product and other responsibilities of City staff. All comments will be provided as a single set of non-conflicting and actionable comments. To the extent feasible, City staff will modify documents prepared by the team using “track changes” in Microsoft Word.
- City comments on the Administrative Draft EIR are provided in one consolidated set of comments and will not require new analysis or technical studies.
- City comments on the Screencheck Draft General Plan and EIR will be focused on typographical errors, formatting, and other minor edits only. This will not be an opportunity for City staff to review the content of the plans.
- City staff will serve as partners to the consultant team in the update process and will be responsible for, at minimum, the following activities:
 - Providing data and information to the consultant team
 - Writing staff reports for Planning Commission, City Council, and other boards/commissions
 - Logistics for all in-person meetings
 - Costs of meeting facilities and supplemental costs of meetings and workshops, including but not limited to space rental, equipment rental, food, and childcare.
 - Assisting with outreach to inform the community about General Plan events. This includes mailing public notices, placing notices in local newspapers, distributing meeting notices in public buildings, mailings, maintaining an email database of contacts, etc.
 - Providing staff for small group discussions during public workshops (if needed)
 - Providing photographs to illustrate the General Plan.

- Timely response to consultant team questions.
 - Timely review of documents and materials prepared by the consultant team.
 - Collaborate with R+A to track and respond to public comments on the Public Draft General Plan. R+A will create a matrix for comments, City staff will incorporate the comments in the matrix and City staff provide a preliminary direction/response for each comment. Following this, R+A will work with City staff to identify any changes needed based on public comments. R+A will not be responsible for responding to individual public comments.
 - Helping to maintain the project website after it is developed by R+A
 - Other tasks as identified during the process.
- We have included a reimbursable expense for translation and interpretation of materials and meetings. This is considered a “not to exceed amount” and we will conduct as much translation and interpretation as possible with this budget.
 - All deliverables to be used for internal staff distribution will be submitted electronically in both Microsoft Word and PDF in a manner to be determined between the Consultant and City.
 - This budget includes integration of consultant’s GIS shapefiles with the City’s GIS system.
 - If detailed modeling, capacity analysis, or new infrastructure/capital improvements needs estimates are needed for water, stormwater, and/or wastewater, this scope and budget assume they will be provided by outside agencies or through a contract amendment to retain a qualified Civil Engineer.
 - The documents prepared by the R+A Team will not be formatted for ADA compliance without a budget amendment.
 - The assumptions for the EIR preparation are as follows:
 - The City will provide an NOP distribution list; no more than 10 contacts will receive a hard copy of the NOP, and any additional contacts may receive the NOP by email.
 - The General Plan components will not substantively change following City acceptance of the EIR project description.
 - Rincon will host one virtual or in-person scoping meeting during the 30-day NOP comment period.
 - City comments on all CEQA deliverables will focus on any new content in the previous version of the deliverable, and new comments on previously submitted content will be minimal.
 - The City will be responsible for required newspaper ads and other public noticing of the Draft EIR availability, such as radius label mailing or onsite posting.
 - Rincon’s effort in responding to letters and comments received on the Draft EIR will be limited to a maximum of 100 professional staff hours.
 - The City will pay all applicable fees associated with filing the NOD at the County Clerk, including the CDFW fee.
 - Printing costs are based on the method of printing and binding proposed, numbers of copies proposed as work products, and estimated page lengths. Document printing costs are estimated for this proposed budget and will be finalized at the time of printing.

- This price is based upon completion of the work within the proposed schedule. If delays occur, an amendment of the price would be warranted to accommodate additional project management and other costs, and to reflect adjustments for updated billing rates.

Exhibit B1: Marina GP and EIR Budget Summary

	Labor Cost Per Task
Task 1: Project Initiation	\$26,072
Task 2: Community Engagement	\$295,326
Task 3: Discovery	\$183,699
Task 4: Visioning	\$20,110
Task 5: Alternatives and Policy Development	\$194,429
Task 6: General Plan	\$230,207
Task 7: Environmental Impact Report	\$210,826
Task 8: Plan Review and Adoption	\$28,082
Task 9: Zoning Code Update	\$147,500
Task 10: Project Management	\$107,068
<i>Expenses (Summarized)</i>	\$144,709
Total	\$1,588,028
Contingency (10%)	\$158,803
Total With Contingency	\$1,746,831
Total without Task 2.12: On Call Engagement	\$1,433,528

Exhibit B2: Marina General Plan and Zoning Code Budget

	Raimi + Associates						Rincon									Kimley-Horn								EPS						
	Principal (Raimi)	Principal (Malhotra/Y urkovich)	Associate (Reinhalter)	Senior Planner/ Project Manager (Stark)	Intermediate Planner (Zayas Del Rio; Wences)	Graphic Designer (Ledezma)	Principal II/Director II	Principal I/Director I	Senior Profession al II	Profession al IV	Profession al III	Technical Editor	Production Specialist	Senior GIS	Clerical	Senior Profession al	Senior Profession al	Senior Profession al	Profession al	Analyst	Support Staff	Senior Technical Support 1	Senior Technical Support 2	Principal	Advisor	Senior Associate	Associate	Production Staff	Labor Cost Per Task	
Hours per Task																														
Task 1: Project Initiation																														
1.1 Kick-Off Meeting	4		4	8	16				4							2	2			2				4		4				10,436
1.2 Project Schedule/Work Plan	2			8					1																					2,084
1.3 Data Collection and Analysis				8	20				10	8				20																11,452
1.4 Base Maps			4	4	4																									2,100
Subtotal Task 1	6	-	8	28	40	-	-	-	15	8	-	-	-	20	-	2	2	-	-	2	-	-	-	4	-	4	-	-		26,072
Task 2: Community Engagement																														
2.1 Engagement Plan	2			4	16																									3,660
2.2 Logo and Branding				4		16																								2,680
2.3 Project Website			4	8	12	40																								9,020
2.4 Initial Community Outreach					24																									3,720
2.5 Stakeholder Interviews				4	16				4																					4,056
2.6 GPAC Meetings (8x)	36			90	90																									38,250
2.7 Community Workshops (4x)	20		30	80	136	32										6	2			12										54,960
2.8 Online Engagement and Surveys	2		4	8	32	16																								9,620
2.9 Environmental Justice Engagement				4	40																									6,880
2.10 Economic Development Engagement																								16	-	16		-		8,000
2.11 Spanish Translation/Interpretation					16	16																								4,480
2.12 On-Call Engagement (optional)	100		110	160	360	160																								150,000
Subtotal Task 2	160	-	148	362	742	280	-	-	4	-	-	-	-	-	-	6	2	-	-	12	-	-	-	16	-	16	-	-		295,326
Task 3: Discovery																														
3.1 Existing Plans Assessment			8	8					4		12																			5,896
3.2 Existing Conditions PPT	8	8	40	24	100	20		6	12	20	60			20		4	7	10		42										70,653
3.3 Baseline Traffic Analysis																6	2	96	24	60										50,760
3.4 Economic and Real Estate Market Assessment																								46	4	60	50	3		36,830
3.5 Environmental Justice Report	4			8	80																									14,760
3.6 Existing General Plan Audit				10	20																									4,800
Subtotal Task 3	12	8	48	50	200	20	-	6	16	20	72	-	-	20	-	10	9	106	24	102	-	-		46	4	60	50	3		183,699
Task 4: Visioning																														
4.1 Vision and Guiding Principles	4			24	40																									11,280
4.2 Vision Map and Areas of Potential Change		4	8		8																									3,840
4.3 City Council and Planning Commission (joint)	10			8												1	1			2										4,990
Subtotal Task 4	14	4	8	32	48	-	-	-	-	-	-	-	-	-	-	1	1	-	-	2	-	-	-	-	-	-	-	-		20,110
Task 5: Alternatives and Policy Development																														
5.1 Land Use/Place Type Designations		4	4		16																									4,280
5.2 Develop Land Use Alternatives	8	8	32	40	100																									32,700
5.3 Key Policy Direction	4		12	24	24				8	18														6		8	4	1		20,584
5.4 Land Use Alternatives Analysis			16		60																									12,500
5.5 Alternatives Briefing Book	4		8	8	40	8																								11,160
5.6 Transportation Analysis of Alternatives (LOS)																1		20	16	60										21,455
5.7 Transportation Analysis of Alternatives (VMT)																7	24	72												35,165
5.8 City Council and Planning Commission	10			8		4										2	1			2										5,885
5.9 Preferred Land Use Alternative		4	16	8	8																									6,800
5.10 Growth Projections	4		16		24														6											9,330
5.11 Emergency Evacuation Analysis								6	12	18				40		1		5	16	24										24,370
5.12 LCP Integration and LAFCO Strategy																						30								10,200
Subtotal Task 5	30	16	104	88	272	12	-	6	20	36	-	-	-	40	-	11	25	97	38	86	-	-	30	6	-	8	4	1		194,429
Task 6: General Plan																														
6.1 General Plan Outline				8																										

Exhibit B3: Marina EIR Budget

	Rincon									
	Principal I/ Director I	Senior Supervisor Planner II	Senior Profession al I	Profession al III	Profession al II	Technical Editor	Production Specialist	Senior GIS	Clerical	Labor Cost Per Task
Hours per Task										
Task 7: Environmental Impact Report (EIR)										
7.1 CEQA Kickoff Meeting	2		6							\$1,818
7.2 Notice of Preparation	1		1	4				2	1	\$1,596
7.3 Project Description	2		6	12				8		\$5,170
7.4 Scoping Meeting	3		8		4			2	1	\$3,554
7.5 Administrative Draft EIR	18	60	150	100	400	16	12	24	16	\$138,806
7.6 Screencheck Draft EIR	4		8	6	20			2		\$7,212
7.7 Public Draft EIR	6		8	12	20		12			\$9,734
7.8 Response to Comments and Administrative Final EIR	4		12	20	30		4			\$12,046
7.9 Mitigation Monitoring and Reporting Program (MMRP)	1		6	6	12					\$4,389
7.10 Final EIR	2		6	16	20		6		6	\$8,798
Considerations			2		5	16				\$3,261
7.12 AB 52 and SB 18 Consultation Assistance	4		4	14					2	\$4,542
7.13 Administrative Record	2		8		32				2	\$7,320
7.14 Legal Review		10								\$2,580
Subtotal Task 7	49	70	225	190	543	32	34	38	28	210,826
Total Hours	49	70	225	190	543	32	34	38	28	
Billing Rate	\$285	\$258	\$208	\$170	\$153	\$130	\$105	\$164	\$95	
Labor Cost	\$13,965	\$18,060	\$46,800	\$32,300	\$83,079	\$4,160	\$3,570	\$6,232	\$2,660	
Total Firm Labor Cost									\$210,826	
EXPENSES (EIR)										
Mileage and Travel Expenses									\$ 264	\$ 264
Project/Sub Management (7%)									\$ -	\$ -
Document Printing and Misc Expenses										\$ -
Translation										\$ -
Data Purchase/Traffic County										\$ -
Office Expenses (Phone, Fax, Copies, etc.)									\$ 6,325	\$ 6,325
Total Expenses									\$ 6,589	\$ 6,589
Grand Total									\$217,415	
Contingency (10%)									\$21,742	

Exhibit B - Insurance

Contractor agrees to provide insurance in accordance with the requirements set forth herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the City before any work commences. The City reserves its right to require complete, certified copies of all required insurance policies at any time. The following coverage will be provided by Contractor and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability (primary). Commercial general liability insurance covering Contractor's operations (and products where applicable) is required whenever the City is at risk of third party claims which may arise out of Contractor's work or presence on City premises. Contractual liability coverage is a required inclusion in this insurance.

Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or on an ISO or ACORD form providing coverage at least as broad as ISO form CG 00 01 10 01 and approved in advance by the City Attorney and Risk Manager. Total limits shall be no less than one million dollars (\$1,000,000) combined single limit per occurrence for all coverages. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be two million dollars (\$2,000,000). Contractor must give written notice to the City of any pending claim, action or lawsuit which has or may diminish the aggregate. If any such claim or lawsuit exists, Contractor shall be required, prior to commencing work under this Agreement, to restore the impaired aggregate or prove it has replacement insurance protection to the satisfaction of the City Attorney and Risk Manager.

City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 11 85 or forms CG 20 10 10 01 and CG 20 37 10 01. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any agent of City. Coverage is not expected to respond to the claims which may arise from the acts or omissions of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.

Umbrella Liability Insurance. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, contractual liability and completed operations at a minimum, and shall be in an amount of not less than two million dollars (\$2,000,000), and include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage.

Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policies limits shall be not less than one million dollars (\$1,000,000) per occurrence and in the aggregate, above any limits required in the underlying policies shall have starting and ending dates concurrent with the underlying coverage.

Business Auto. Automobile liability insurance is required where vehicles are used in performing the work under this Agreement or where vehicles are driven off-road on City premises, it is not required for

simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

If automobile insurance is required for work under this Agreement, primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or on an ISO or ACORD form providing coverage at least as broad as CA 00 01 10 01 approved by the City Attorney and Risk Manager. Coverage shall be endorsed to state that the City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Limits shall be no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. Starting and ending dates shall be concurrent. If Contractor owns no autos, a non-owned auto endorsement to the commercial general liability policy described above is acceptable.

Workers' Compensation/Employers' Liability. Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under California law these coverages (or a copy of the State's Consent to Self-Insure) must be provided if Contractor has any employees at any time during the period of this Agreement. Policy(s) shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease and shall be scheduled under any umbrella policy described above. Unless otherwise agreed, policy(s) shall be endorsed to waive any right of subrogation as respects the City, its Council, boards and commissions, officers, employees, agents and volunteers.

Property Insurance. Property insurance, in a form and amount approved by the City Attorney and Risk Manager, is required for Contractors having exclusive use of premises or equipment owned or controlled by the City. City is to be named a Loss Payee As Its Interest May Appear in property insurance in which the City has an interest, e.g., as a lien holder. Fire damage legal liability is required for persons occupying a portion of City premises.

Errors and Omissions/Professional Liability. Errors and Omissions or professional liability coverage appropriate to Contractor's profession is required, in a form and amount approved by the City Attorney and Risk Manager. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000) per claim and in annual aggregate. Contractor shall maintain such insurance in place for a period of five years following completion of work or services provided under this Agreement. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than commencement of the work or services under this Agreement.

Contractor and City further agree as follows:

a) This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

b) Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

c) All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

d) Requirements of specific coverage features or limits contained in this Exhibit 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 and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

e) For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or toward performance of this Agreement.

f) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Contractor, Contractor's employees, or agents from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.

g) Unless otherwise approved by City, Contractor's insurance shall be written by insurers authorized and admitted to do business in the State of California with a minimum "Best's" Insurance Guide Rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

h) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

i) Contractor agrees to provide evidence of the insurance required herein, satisfactory to City Attorney and Risk Manager, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional endorsement to Contractor's general liability and umbrella liability policies using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City within ten days of City's request for said copies.

j) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

k) Any actual or alleged failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

l) Contractor agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage

and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, will be submitted to City for review. Contractor acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of City to request copies of such agreements will not impose any liability on City, its Council, boards and commissions, officers, employees, agents and

volunteers.

m) If Contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

n) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

o) Coverage will not be limited to the specific location or individual entity designated as the address of the Project. Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which Contractor conducts operations of any type on behalf of City. Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of Contractor.

p) Contractor agrees not to attempt to avoid its defense and indemnity obligations to City, its Council, boards and commissions, officers, employees, agents and volunteers by using as a defense Contractor's statutory immunity under workers' compensation or similar statutes.

q) Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Contractor and City or between City and any other insured or Named Insured under the policy, or between City and any party associated with City or its employees.

r) Contractor shall maintain commercial general liability, and if necessary, commercial umbrella liability insurance, with a limit of not less than two million dollars (\$2,000,000) each occurrence for at least three years following substantial completion of the work.

t) City reserves the right to modify the insurance requirements set forth herein in accordance with the terms of any specific Service Order issued as provided by the Agreement.

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 18, 2022

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-,
RECEIVING A PRESENTATION ON THE LOCATION, LANDSCAPE
FEATURES, AND AMENITIES FOR THE PLACEMENT OF THE
MARTIN LUTHER KING SCULPTURE DONATED TO THE CITY BY
THE PAIGE FAMILY, AND APPROVING THE ADVERTISING AND
CALL FOR BIDS FOR THE EXECUTION OF THE MARTIN LUTHER
KING SCULPTURE PROJECT**

REQUEST:

It is requested that the City Council consider adopting Resolution No. 2022-:

1. receiving a presentation on the location, landscape features, and amenities for the placement of the Martin Luther King sculpture donated to the City by the Paige family (**EXHIBIT A**); and
2. approving the advertising and call for bids for the execution of the Martin Luther King Sculpture project.

BACKGROUND:

The Martin Luther King sculpture was commissioned by artist Barrington McClean and then donated to the City by Leonard and Carrie Paige in a ceremony with Mayor Jim Perrine in 2002. Since that time the sculpture was first displayed in a sculpture garden near the entrance road into the Marina Airport. In 2008 the sculpture and sculpture garden were removed and placed into storage at the Marina Airport.

At a Special City Council meeting in June 2020 the City Council acknowledged receipt of funds from private citizens and the Marina Foundation to assist with raising funds for restoring the sculpture and replacing broken pieces of the sculpture garden, with the City also participating in contributing funds.

The sculpture has now been fully restored by the artist, Barrington McClean and its attached panels have been restored by Art Monuments in Hayward. The restoration work was paid fully from donation funds by the Marina community.

The City Council directed that city staff work with the Recreation and Cultural Services Commission to identify potential sites for the location of the sculpture and make a recommendation back to the City Council. They were also directed to solicit community input on other possible sites for consideration.

The members of the Recreation and Cultural Services Commission conducted site visits in and around the city. These included a site at the MST transit hub, DiMaggio Park and Locke Padden Park. Following the site visits the Recreation and Cultural Services Commission met, received community input, and unanimously recommended the Locke Padden Park site. While the amphitheater location was discussed as a preferred location, the Commission was open to the overall Locke Padden library site location.

Follow up contact was made with Rafael Payan CEO of Monterey County Regional Park District (MPRPD) to ensure that he and his staff and legal team would support the placement of this sculpture at this site. Concurrence was provided.

The locations recommended by the Recreation and Cultural Services Commission were presented at the July 20, 2021 City Council. City Council received public input and directed staff to develop details on cost and potential amenities that incorporate ADA accessibility.

On February 15, 2022, the City Council passed Resolution No. 2022-22 receiving a presentation on the location, landscape features, and amenities for the placement of the Martin Luther King sculpture donated to the City by the Paige family; giving staff direction to proceed to develop the sculpture between the library and the oak woodland project area; incorporate proper lighting and native drought resistant plants into the project; and secure written commitment from the MPRPD to permanently retain this sculpture at this site.

ANALYSIS:

Staff engaged the Wallace Group through the existing on-call contract to develop plans for the siting, amenities and accessibility of the sculpture near the library. Bianca Koenig, landscape architect, will present the plans for City Council consideration which are nearing completion and ready for permit review.

Should City Council approve advertising and a call for bids for the construction of the Martin Luther King Sculpture project, staff will solicit bids and return to City Council with a recommendation for award of a construction contract. Staff will endeavor to expedite the bidding and contracting process with the goal of having a groundbreaking in January of 2023.

Staff is continuing to coordinate with MPRPD to secure a written commitment to permanently retain this sculpture at this site and expect to receive it prior to awarding of a construction contract.

FISCAL IMPACT:

The City Council allocated and appropriated \$250,000 from the General Fund in the FY 2021-2022 Capital Improvement Program budget which is the funding source for the project.

CONCLUSION:

This request is submitted for City Council consideration and action.

Respectfully submitted,

Brian McMinn, P.E., P.L.S.
Public Works Director & City Engineer
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF MARINA RECEIVING A PRESENTATION
ON THE LOCATION, LANDSCAPE FEATURES, AND AMENITIES FOR THE
PLACEMENT OF THE MARTIN LUTHER KING SCULPTURE DONATED TO THE CITY
BY THE PAIGE FAMILY AND APPROVING THE ADVERTISING AND CALL FOR BIDS
FOR THE EXECUTION OF THE MARTIN LUTHER KING SCULPTURE PROJECT

WHEREAS, the Martin Luther King sculpture was commissioned by artist Barrington McClean and then donated to the City by Leonard and Carrie Paige in a ceremony with Mayor Jim Perrine in 2002. Since that time the sculpture was first displayed in a sculpture garden off of the entrance road into the Marina Airport; and

WHEREAS, in 2008 the sculpture and sculpture garden were removed and placed into storage at the Marina Airport; and

WHEREAS, at a Special City Council meeting in June 2020 the City Council acknowledged receipt of funds from private citizens and the Marina Foundation to assist with restoring the sculpture and replacing broken pieces of the sculpture garden, with the City also participating in contributing funds; and

WHEREAS, the sculpture has now been fully restored by the artist, Barrington McClean and its attached panels have been restored by Art Monuments in Hayward. The restoration work was paid fully from donation funds by the Marina community.; and

WHEREAS, the members of the Recreation and Cultural Services Commission conducted site visits in and around the city. These included a site at the MST transit hub, DiMaggio Park and Locke Padden Park. Following the site visits the Recreation and Cultural Services Commission met, received community input, and unanimously recommended the Locke Paddon Park site. While the amphitheater location was discussed as a preferred location, the Commission was open to the overall Locke Paddon library site location; and

WHEREAS, the locations recommended by the Recreation and Cultural Services Commission were presented at the July 20, 2021 City Council. City Council received public input and directed staff to develop details on cost and potential amenities that incorporate ADA accessibility; and

WHEREAS, on February 15, 2022, the City Council passed Resolution No. 2022-22 receiving a presentation on the location, landscape features, and amenities for the placement of the Martin Luther King sculpture donated to the City by the Paige family; giving staff direction to proceed to develop the sculpture between the library and the oak woodland project area; incorporate proper lighting and native drought resistant plants into the project; and secure written commitment from the MPRPD to permanently retain this sculpture at this site; and

WHEREAS, plans are ready to submit for permit issuance and construction bidding.

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

1. Receive a presentation on the location, landscape features, and amenities for the placement of the Martin Luther King sculpture donated to the city by the Paige family; and
2. approve the advertising and call for bids for the execution of the Martin Luther King Sculpture project.

PASSES AND ADOPTED, by the City Council of the City of Marina at a regular meeting duly held on the 18th day of October 2022 by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Martin Luther King Jr. Sculpture Project

City of Marina • 10.18.2022



Concept Approval

February 15, 2022

Site 1 at Front of Library





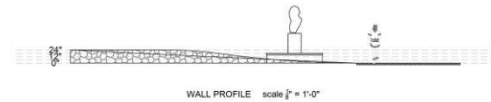
Updates

- Topographic Survey
- Construction Documentation
 - Planting
 - Irrigation
 - Structural
 - Hardscape and Materials
 - Grading and Drainage
 - Stormwater Protection
 - Electrical
- Preliminary Permit Review



FINISH SCHEDULE

	CONCRETE Takeoff: 581 sf Natural Gray, Sand Finish
	DONOR PAVERS Takeoff: 687 sf
	STONE WALL Takeoff: 67 sf 0'-24" H. x 18" wide
	DECOMPOSED GRANITE Takeoff: 2,863 sf Color: California Gold
	CONCRETE CURB Takeoff: 193 sf
	STONE PAVERS Takeoff: 24 sf
	BENCH Quantity: 2
	TRASH RECEPTACLE Quantity: 1
	DECORATIVE POST LIGHT Quantity: 2
	IN-GROUND WALL/TREE UPRIGHT Quantity: 7



ILLUSTRATIVE SITE PLAN

CITY OF MARINA DR. MARTIN LUTHER KING JR. SCULPTURE

SCALE: 1"=10'-0"
JOB #: 1585-017
DRAWN BY: BEK
DATE: 10/13/2022



Materials

Benches

Ipe

Furnishings/ Lighting

Onyx Powder
Coat

Pavers

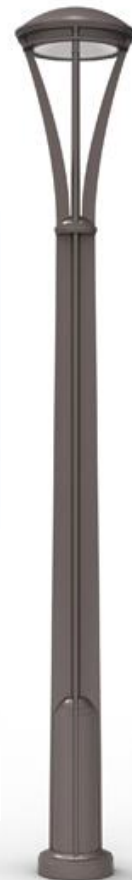
Catalina Grana

Stone Veneer/Paving

Hollister Granite



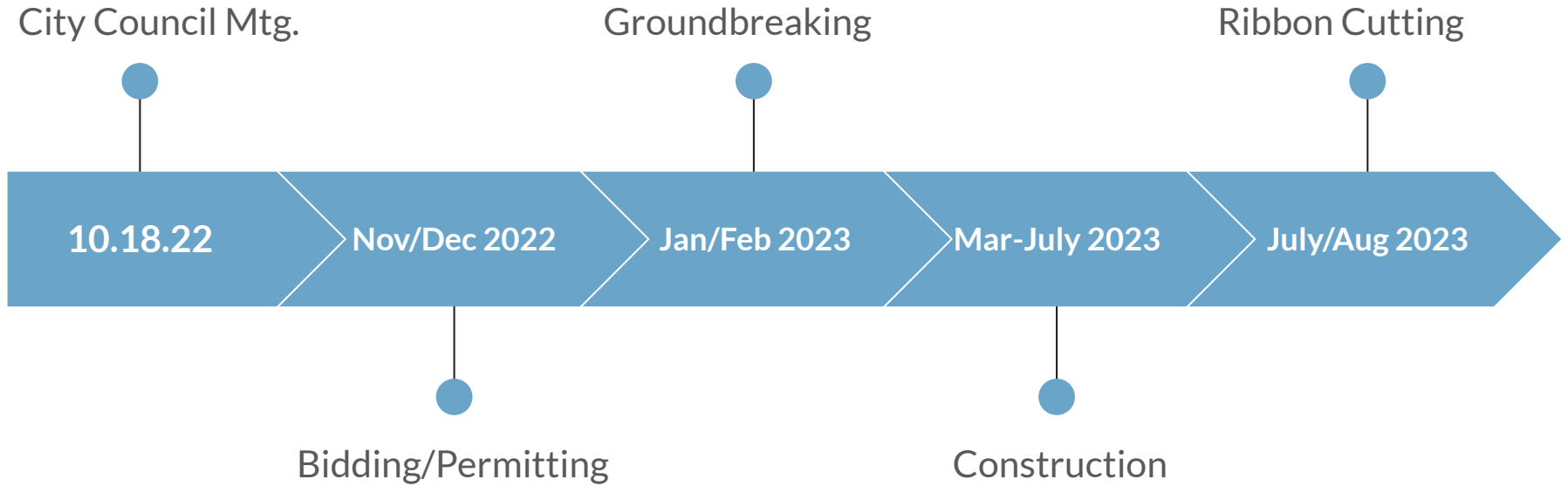
Materials





Artist Rendering

Schedule



Thank you

Bianca Koenig
bianca@bekcollective.com

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
October 18, 2022

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022–
APPROVING DRAFT REVISIONS TO THE CONCESSIONAIRE
AGREEMENT WITH CHAPARRAL COUNTRY CORPORATION, INC.
OF WOODSIDE, CA TO PROVIDE RECREATION FACILITIES AND
PROGRAMS TO THE PUBLIC AT THE MARINA EQUESTRIAN
CENTER PARK; AND AUTHORIZE THE CITY MANAGER TO
EXECUTE THE REVISED AGREEMENT ON BEHALF OF THE CITY
SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY
ATTORNEY**

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting Resolution No. 2022-, approve draft revisions to the concessionaire agreement with Chaparral Country Corporation, Inc. of Woodside CA (**EXHIBIT A**) to provide recreational facilities and programs to the public at the Marina Equestrian Center Park; and
2. Authorizing the City Manager to execute the revised agreement on behalf of the City subject to final review and approval by the City Attorney; and

BACKGROUND:

The property at 5th Avenue and 9th Street known as the “Marina Equestrian Center Park” (“MEC Park”) was conveyed to the City of Marina (“City”) by Quitclaim Deed from the Department of the Interior of the U.S. Government, acting by and through the Director, National Park Service (“NPS”), on April 13, 1998, under provisions of the Federal Property and Administrative Services Act of 1949 (40 USC §550(e)) and the Federal Lands to Parks Program (the “Lands to Parks Program”) a public benefit conveyance program. The City paid no consideration to the federal government for the land and continued public ownership is mandatory as the land conveyed must be used in perpetuity only for public park and public recreation area purposes. Under the Lands to Parks Program, there is no authorization for the dedication of any portion of the land conveyed for private purposes nor for the generation of revenue by any means other than by providing a service that facilitates public recreation. The approved use must be in accordance with a Program of Utilization and Plan (“POU”), to which NPS’ concurrence is required, which may be amended from time to time.

The present operator of MEC Park, the Marina Equestrian Association (the “MEA”), was formed in 1994 by a group of military families and civilians who were operating the horse stables at Fort Ord. Faced with the closure of Fort Ord and with the loss of their Army sponsor for the land, and the potential loss of the facility to military and civil service families regularly assigned to the Monterey peninsula, the MEA approached the City in April of 1994 to sponsor MEA’s application to continue to operate on the (then) 34-acre property where the Fort Ord recreational stables were located.

On January 8, 2000, the City and the MEA entered into an Operating Agreement for the Marina Equestrian Center (“Operating Agreement”) for certain premises and facilities consisting of 13.76 acres. The term of the Operating Agreement commenced on February 1, 2000 and ended on January 31, 2005. MEA, has continued to operate on a month-to-month basis.

The City Council directed that a second POU be prepared to replace the original POU adopted in 1998 which received NPS acceptance. An *ad hoc* committee was established for this purpose and a public process was conducted. The resulting POU (the “2013 POU”) was approved by the City Council on July 16, 2013, and in September 2013 the 2013 POU was provided to NPS for its review. A copy is attached as **EXHIBIT B**. On January 12, 2017, NPS, through NPS Federal Lands to Parks Program Manager Mr. David Seigenthaler, communicated its conditional concurrence with the 2013 POU with a caveat concerning the private boarding of horses. NPS does not consider private long-term boarding of horses to be a public recreational use of the site. This communication is attached as **EXHIBIT C**. The 2013 POU was developed in accordance with the NPS’ advice and is the current operative POU for MEC Park. Over the years, the most problematic use of the equestrian center by MEA has been the issue of private boarding.

The Council has prioritized the development of MEC Park as a public park consistent with the Lands to Parks Program and the best interests of the City and the public. The Quitclaim Deed and the Lands to Park Program authorize the use of concessionaires, subject to NPS’ prior concurrence, to offer public services. In order to implement the 2013 POU on March 21, 2017, the City Council unanimously adopted Resolution 2017-28, directing staff to prepare and issue a Request for Proposals (“RFP”) for a concessionaire to operate an equestrian facility at the MEC Park consistent with the 2013 POU and direction from the NPS.

Three proposals in response to the RFP were received on January 4, 2021. The proposing concessionaires were Chaparral Country Corporation, Inc. (“Chaparral”); MEA; and Fort Ord Equine Foundation. Staff recommendations were presented at a special City Council meeting held on August 31st, 2021. At the meeting, City Council received comments from the public and continued the item to the September 8th, 2021 meeting when the City Council adopted Resolution 2021-96. The Resolution took the following actions: approved Chaparral as the most qualified respondent to the RFP to provide recreational facilities and programs to the public at MEC Park; directed staff to negotiate the terms of a concession agreement with Chaparral; directed staff to obtain NPS concurrence with the terms of the concession agreement; directed staff to do further vetting of the financials of Chaparral; and directed staff to return to City Council with a concession agreement for approval.

The City received a letter dated July 12, 2022, from Joel Lynch, the Chief of State and Local Assistance Programs from the NPS Washington, DC office attached as **EXHIBIT D**, issuing a final request and notice for the City to cure non-compliance at MEC Park. As indicated in the letter, the NPS continues to support the City of Marina’s efforts to make the MEC Park a truly public park and wanted a status update of our draft concessionaire agreement with Chaparral. However, as indicated in the letter, NPS and the General Services Administration (GSA) must explore alternative actions to remedy the current situation at the MEC Park if the City does not move forward with approving a concessionaire agreement with Chaparral.

If the City Council does not want to move forward with approving an agreement with Chaparral, the following alternate remedies were provided to the City by NPS:

1. Voluntary reversion of MEC Park to federal ownership.
2. Abrogation of the park use requirements through sale of the property to the City at fair market value.
3. Transfer of the property to another governmental entity (such as the County) capable of operating the site as a public park under NPS regulations.
4. Involuntary reversion as a last resort, absent an adequate response by the City to NPS request for a public use plan that meets the public recreation purpose of the conveyance.

On August 15th, 2022 MEA members provided access for City staff and Chaparral to the MEC Park facilities they have been utilizing under the Operating Agreement. This allowed for the completion of an inventory of the facilities and equipment that will be made available to the concessionaire under the draft agreement.

At the September 7th, 2022 City Council meeting staff presented a draft concession agreement that had been reviewed by the NPS which granted concurrence on the language. City Council adopted Resolution 2022-113 accepting the agreement with Chaparral and directing the staff to do the following:

1. Give notice the MEA by the 10th of September to vacate within 90 days.
2. To visit and do an appropriate inventory of all items after MEA has vacated.
3. To increase the base rent once the improvements are completed by year 2, that rent should be kept in line with some type of an index and should never fall below fair rental value after the first six months.
4. Include historic preservation of the buildings to highlight their historic importance.
5. Part of the term 11d describes the responsibility of the City for improvements. The agreement should also describe the improvements to be made by the concessionaire in detail, and with a timeline.
6. Require prevailing wages for all building work within the concessionaire area.
7. Include terms that ensure that the parking lots will be useable by all park visitors.
8. Ensure that the park will be available for volunteer led events and encourage the participation of volunteers in park programming.
9. The agreement shall include a material breach term and actions upon discovery of fraudulent activity.
10. Return to City Council in 45 days with revisions to the agreement.
11. That on January 31, 2023, Chaparral will commence concession activities.

Staff issued a Notice of Termination of the Operating Agreement and Notice to Vacate to the MEA on September 9th, a copy of which is attached as **EXHIBIT E**. The notice requires MEA to vacate the MEC Park on later than 5:00 p.m. December 12, 2022.

On September 16th, 2022 MEA members provided access to verify the inventory prepared on August 15th, 2022. Cameron Binkley, Command Historian of the Defense Language Institute and VP of the Friends of the Fort Ord Warhorse participated in the inventory to provide the context for understanding which items are historically significant and should be included.

ANALYSIS:

Staff and the City Attorney have worked with Chaparral and the attorney assisting them with the concession agreement to edit the draft agreement in accordance with City Council direction provided at the September 7th meeting. Changes to the draft agreement can be seen in a marked-up version attached as **EXHIBIT F**.

Staff is looking into the possibility of the City constructing boarding stables adjacent to the MEC on land owned by the City which does not have restrictions against private boarding. Staff has met with Management Partners, who is familiar with the MEC through development of the concessionaire request for proposals, and confirmed that they could assist with the analysis of developing stables if given sufficient time.

FISCAL IMPACT:

Approval of the agreement will provide revenue to the NPS fund through rent payments and concessionaire revenue sharing amounting from \$76,800 to \$151,240 during the first 5-year term of the agreement.

CONCLUSION:

This matter is submitted to the City Council for consideration and possible action.

Respectfully Submitted

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA CITY COUNCIL APPROVING DRAFT REVISIONS TO THE CONCESSIONAIRE AGREEMENT WITH CHAPARRAL COUNTRY CORPORATION, INC. OF WOODSIDE, CA TO PROVIDE RECREATION FACILITIES AND PROGRAMS TO THE PUBLIC AT THE MARINA EQUESTRIAN CENTER PARK; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE REVISED AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS the property at 5th Avenue and 9th Street known as the “Marina Equestrian Center Park” was deeded by the U.S. Government to the City of Marina on April 13, 1998, under the National Park Service’s (NPS) Federal Lands to Parks Program; and

WHEREAS on July 16, 2013, City Council unanimously adopted a proposed Program of Utilization (POU) for the Marina Equestrian Center Park (**EXHIBIT B**); and

WHEREAS in July 2013, the proposed POU was submitted to the National Park Service; and

WHEREAS on January 12, 2017, the National Park Service communicated its approval of the proposed POU with the proviso that the private long-term boarding of horses is not a public recreational use of the site and the City must establish a suitable plan to make boarding of horses an equitable park use (**EXHIBIT C**); and

WHEREAS in order to implement the POU, the City Council adopted resolution 2017-28 on March 21, 2017, directing staff to prepare and issue a Request for Proposals (RFP) for a concessionaire to operate an equestrian facility at the Marina Equestrian Center Park consistent with the POU and direction from the NPS; and

WHEREAS staff issued an RFP for potential concessionaires on October 23, 2020. Three proposals in response to the RFP were received on January 4, 2021; and

WHEREAS the proposing concessionaires were Chaparral Country Corporation, Inc. (Chaparral); Marina Equestrian Association; and Fort Ord Equine Foundation. Staff evaluated the proposals, presentations by the proposers and interview responses according to the criteria stated in the RFP. The proposers were rated and ranked to determine the most qualified respondent to the request for proposals. Staff determined that Chaparral is the most qualified concessionaire; and

WHEREAS staff recommendations were presented at a special City Council meeting held on August 31st, 2021. At the meeting, City Council received comments from the public and continued the item to the September 8th, 2021 meeting when the City Council adopted Resolution 2021-96. The Resolution took the following actions: approved Chaparral as the most qualified respondent to the RFP to provide recreational facilities and programs to the public at MEC Park; directed staff to negotiate the terms of a concession agreement with Chaparral; directed staff to obtain NPS concurrence with the terms of the concession agreement; directed staff to do further vetting of the financials of Chaparral; and directed staff to return to City Council with a concession agreement for approval; and,

WHEREAS the City received a letter dated July 12, 2022, from Joel Lynch, the Chief of State and Local Assistance Programs from the NPS Washington, DC office attached as **EXHIBIT D**, issuing a final request and notice for the City to cure non-compliance at MEC Park. As indicated in the letter, the NPS continues to support the City of Marina's efforts to make the MEC Park a truly public park and wanted a status update of our draft concessionaire agreement with Chaparral. However, as indicated in the letter, NPS and the General Services Administration (GSA) must explore alternative actions to remedy the current situation at the MEC Park if the City does not move forward with approving a concessionaire agreement with Chaparral; and

WHEREAS on August 15th, 2022 MEA members provided access for City staff and Chaparral to the MEC Park facilities they have been utilizing under the Operating Agreement; and

WHEREAS, At the September 7th, 2022 City Council meeting staff presented a draft concession agreement that had been reviewed by the NPS which granted concurrence on the language. City Council adopted Resolution 2022-113 accepting the agreement with Chaparral and directing the staff to do the following:

1. Give notice the MEA by the 10th of September to vacate within 90 days.
2. To visit and do an appropriate inventory of all items after MEA has vacated.
3. To increase the base rent once the improvements are completed by year 2, that rent should be kept in line with some type of an index and should never fall below fair rental value after the first six months.
4. Include historic preservation of the buildings to highlight their historic importance.
5. Part of the term 11d describes the responsibility of the City for improvements. The agreement should also describe the improvements to be made by the concessionaire in detail, and with a timeline.
6. Require prevailing wages for all building work within the concessionaire area.
7. Include terms that ensure that the parking lots will be useable by all park visitors.
8. Ensure that the park will be available for volunteer led events and encourage the participation of volunteers in park programming.
9. The agreement shall include a material breach term and actions upon discovery of fraudulent activity.
10. Return to City Council in 45 days with revisions to the agreement.
11. That on January 31, 2023, Chaparral will commence concession activities; and

WHEREAS, staff issued a Notice of Termination of the Operating Agreement and Notice to Vacate to the MEA on September 9th, a copy of which is attached as **EXHIBIT E**. The notice requires MEA to vacate the MEC Park on later than 5:00 p.m. December 12, 2022; and

WHEREAS, on September 16th, 2022 MEA members provided access to verify the inventory prepared on August 15th, 2022. Cameron Binkley, Command Historian of the Defense Language Institute and VP of the Friends of the Fort Ord Warhorse participated in the inventory to provide the context for understanding which items are historically significant and should be included.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby approves Resolution No. 2022– which includes the following actions:

1. approve draft revisions to the concessionaire agreement with Chaparral Country Corporation, Inc. of Woodside CA (EXHIBIT A) to provide recreational facilities and programs to the public at the Marina Equestrian Center Park; and
2. Authorize the City Manager to execute the revised agreement on behalf of the City subject to final review and approval by the City Attorney; and

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 18th day of October 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

CONCESSION AGREEMENT

Draft 2021-0428 SDS

This Concession Agreement ("Agreement") is made and entered into this _____ day of _____, 2022, between the City of Marina, California ("City") and Chaparral Country Corporation, 4040 Woodside Road Woodside, California 94062, FEIN # 27-0939720, which is a corporation organized under the laws of California ("Concessionaire").

Recitals

Whereas, the City owns certain land totaling 27.235 acres, obtained by the City from the United States of America (the "USA"), as surplus property for and in consideration of its perpetual use for public park and public recreation area purposes only, known as the Marina Equestrian Center Park ("MEC Park" or "Property"), and deeded to the City on April 23, 1998. Said quitclaim deed ("Deed") is attached and hereinafter referred to as Exhibit A; and

Whereas, Condition No. 3 of said Deed provides that the "property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency" that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreation purposes subject to the same terms and conditions in the original instrument of conveyance. "However, nothing in this provision shall preclude the [City] from providing related recreational facilities and services compatible with the approved application, through concession agreements entered in with third parties, provided prior concurrence to such agreements is obtained in writing by the Secretary of the Interior," or their delegated representative, the National Park Service ("NPS"); and

Whereas, the City and Concessionaire desire to provide an equestrian riding and training program on a portion of the MEC Park for the use and benefit of the general public; and

Whereas, the City is satisfied that provision of additional services and facilities at the MEC Park is in the best interest of the City and the public.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants and agreements as hereinafter set forth, the City agrees to allow Concessionaire to provide equestrian riding, guided equestrian rides, equestrian riding lessons, limited short-term equestrian boarding for visitors, and history education services more particularly described in Exhibit D, Concessionaire Uses and Programs, upon a portion of the real property described in Exhibits A - C attached hereto and incorporated herein by this reference and located at the MEC Park.

1. Location: The City does hereby assign to the Concessionaire the use of five (5) former veterinary hospital buildings, three (3) riding arenas, a round pen, parking areas, seventy-one (71) horse stalls, and the area enclosed by thirty-two (32) turnouts. All five (5) of the former veterinary hospital buildings are on the historic registry and subject to applicable use requirements. See Exhibit B, attached hereto for site map. The area assigned to the

Concessionaire is a 14.22 acre portion of the Property designated as areas C and D on Exhibit B, Site Map, along with the 6,000 square foot parking area south of building 2850 within area B on Exhibit B. Utilization of the buildings and grounds shown on Exhibit C ("Concession Location") and described below are subject to all pertinent restrictions imposed in the quitclaim deed (Exhibit A). The Parties have the option to expand the Concession Location, subject to appropriate approvals.

a. Kennel Building 2838 5th Avenue

The Kennel Building 3144 (see Concession Location, Exhibit C) has over a dozen dog kennels and two (2) ADA restrooms.

b. Veterinary Ward A 2834 5th Avenue and Ward B 2836 5th Avenue (Tack Rooms and Secondary Uses)

Combined, the two (2) veterinary wards have thirty (30) tack rooms. Ward B 2836 has a restroom that shall be available to the public at all times during MEC Park hours. Either building may be beneficial in remaining a tack room to better facilitate the Concessionaire's equestrian services.

c. Colic Building 2832 5th Avenue

The Colic Building has one bathroom and a small kitchen inside. There is a sink as well as connections for new appliances.

d. Veterinary Clinic 2830 5th Avenue

The Veterinary Clinic building has four (4) internal offices and two (2) bathrooms. This building shall be publicly accessible while the MEC Park is open and may be a venue for special events or historic and cultural lectures. It can accommodate approximately 75 to 100 people.

e. Arenas and Stalls

There are three (3) arenas, a round pen, seventy-one (71) horse stalls and thirty-two (32) turnouts at the MEC Park. The Program of Utilization ("POU") Exhibit J approved by the City on March, 21st, 2017 (Resolution 2017-28) indicates appropriate use of stalls by area. See Exhibit B. Stalls on the Northwest portion of MEC Park may be made available for limited, short-term rentals to visitors if available after Concessionaire's facility needs have been met.. Such rentals shall require a written agreement, are limited to less than sixty (60) days in duration, and are not subject to renewal.

f. Parking Areas

Areas available for parking within the Concession Location are east of building 2832, north of building 2838, and south of building 2850 ("Parking Areas").

2. Use of Property/Concession Location:

a. Concessionaire shall use, occupy, and maintain the Concession Location in a business like, careful, clean, and non-hazardous manner for the sole purpose of providing services more particularly described in Exhibit D in strict accordance with all terms and

provisions imposed by the Department of the Interior as set forth in Exhibit A. Written approval by the City and written concurrence by the Secretary of the Interior or their delegated representative, NPS, shall be required for other proposed use in conjunction with or in addition to those specified above.

b. City Access. City reserves for itself and any of its designated officers, agents, employees the right to enter the Concession Location as follows: (i) on a regular basis without advance notice to supply any necessary or agreed-upon service to be provided by City hereunder; (ii) on an occasional basis, at all reasonable times after giving Concessionaire reasonable advance written or oral notice, to post notices of non-responsibility, to conduct any environmental audit of Concessionaire's use of the Concession Location, to repair, alter or improve any part of the Concession Location and for any other lawful purpose; (iii) on an emergency basis without notice whenever City believes emergency access is required; and (iv) at any time, without notice, for the reasonable performance of necessary City duties. City shall have the right to use any means that it deems proper to open doors in an emergency in order to obtain access to any part of the Concession Location and any such entry shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of, Concession Location or an eviction, actual or constructive, of Concessionaire from the Concession Location or any portion thereof.

c. Easements and Reservations. MEC Park and Concession Location are subject to the easements and reservations as set forth in the Quitclaim Deed from the United States to the City, including easements for streets, utility systems, rights of way, railroads and pipelines. The property may be subject to a requirement that the City convey to the County of Monterey an easement for a future light rail corridor. MEC Park is subject to those reservations set forth in the Quitclaim Deed at §10, for all sanitary and storm sewers and for water distribution lines.

d. Department of Interior Terms. This Agreement, and the use of MEC Park and the Concession Location, shall be subject to the terms, conditions and restrictions set forth in the Quitclaim Deed from the United States to the City. Concessionaire agrees that any such use shall be consistent with the terms, conditions and restrictions of that Deed.

e. Acceptance of Premises. Concessionaire understands MEC Park was formerly used by the federal government as part of an Army base, that surrounding lands which were also part of such Army base have, in the past been found to contain concentrations of volatile organic chemicals that exceed standards prescribed by the environmental agencies and the state and federal governments. Pursuant to Health & Safety Code §25359.7(a) Concessionaire is provided this notice that the structure may contain asbestos materials and lead-based paints. Existing buildings are known to contain asbestos and lead as documented in the material surveys attached as Exhibit E. Any alteration of the existing buildings shall require City approval of plans suitable for issuance of a building permit. All work shall be conducted in a safe manner per the requirements of any building permit issued. Concessionaire acknowledges City has granted Concessionaire the right to review all maps and records of the old Army base

presently on file at the City, as well as the right to inspect the property and perform any tests of the soils and improvements thereon or the groundwater thereunder, all in order to afford Concessionaire a full and complete opportunity to investigate and determine whether the property can be used for the purposes set forth in this Agreement.

f. No Warranty. Concessionaire further understands and agrees that no representation, statement, or warranty, express or implied, has been made by or on behalf of the City as to the condition of the Property or the suitability of the Property for its intended use, save and except for the representation and warranty that no City officer, employee, or agent has caused any condition of pollution or contamination that may now exist on the Property. Such representation and warranty, however, shall not extend to any condition of pollution or contamination caused by the federal government or to any lessee of City. Concessionaire agrees to accept the Property in its present condition and "as is" with respect to all conditions that may now exist on or under the Property. Moreover, Concessionaire agrees to waive any claim or right of action against the City that Concessionaire now has or hereafter may acquire arising out of the condition of the Property, its soils or the groundwater underlying the Property, including but not limited to any claim of indemnity which Concessionaire may have by reason of costs incurred by Concessionaire arising out of the abatement or cleanup of any pollution or contamination condition discovered on the Property hereinafter required under applicable state, federal or City laws or regulations save and except for a claim or right of action arising out of a condition of pollution or contamination caused by an officer, employee or agent of the City

g. Hazardous Materials. Concessionaire shall not cause, nor shall Concessionaire allow any of its agents or invitees to cause any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated, released or disposed of in, on, under or about the Concession Location, or transported to, from or over the Concession Location. Concessionaire shall immediately notify City when Concessionaire learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under or about the Concession Location. Concessionaire shall further comply with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts and the like (collectively, "Laws") requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. In the event Concessionaire or its agents or invitees cause a release of Hazardous Material, Concessionaire shall, without cost to City and in accordance with all Laws and using the highest and best technology available, promptly return the Concession Location to the condition immediately prior to the release. In connection therewith, Concessionaire shall afford City a full opportunity to negotiate and participate in any discussion with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material, and any other abatement or clean-up plan, strategy and procedure. For purposes hereof, "Hazardous Material" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or

the environment. Hazardous Material includes, without limitation, the following: any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code or any other federal, state, or local Law; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Concession Location or are naturally occurring substances in the Concession Location; and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Concession Location.

- h. Public access to MEC Park shall be allowed during hours established by the City's Municipal Code, unless prior authorization or permission has been obtained by the City.
 - i. A schedule of prices charged for all goods or services shall be maintained. Fees charged for services provided by Concessionaire shall be fair and reasonable so as to encourage participation by the general public. Fees are subject to review and approval by the City Manager or designee.
 - j. Parking Areas shall be made available to the public, and shall not be used for storage without prior City approval. Any parking restrictions proposed by Concessionaire must be reviewed and approved by City prior to implementing changes.
 - k. Concessionaire shall make reasonable and good faith efforts to recruit volunteers to assist with Concession Location operations.
3. Personal Property & Fixtures: An inventory of the existing personal property and fixtures for use by the Concessionaire throughout the term of the Agreement is attached hereto as **Exhibit F**. Concessionaire shall maintain all such personal property in good working condition, subject to reasonable wear and tear. Upon completion or termination of this Agreement, all personal property items shall be accounted for and returned to the City. During the course of this Agreement, Concessionaire shall promptly notify City of any damage to personal property.
4. Term: The Agreement shall be effective from the date of execution for an initial term of five (5) years, unless terminated earlier.
5. Renewal: Concessionaire will have an option to renew this Agreement for two consecutive five-year terms upon conditions to be mutually-agreed upon by the Parties. Any Agreement reached by the City and Concessionaire for renewal of this Agreement shall be subject to the written approval of the Secretary of the Interior or their delegated representative, NPS, if any significant changes to the Agreement are included.

Concessionaire shall notify the City ninety (90) days prior to the expiration of the term of the Agreement of its intent to exercise an option to renew the Agreement with the City.

6. Concession Payments.

a. Commencement of Payment Obligations: For the purposes of this Agreement and payment of Concession Payments, Month One (1) shall mean the first month of Concessionaire occupancy under this Agreement, which shall commence no later than January 1, 2023.

b. Within thirty (30) days of the month following commencement of operations, and on or before the thirtieth (30th) day of each month thereafter, Concessionaire shall produce a revenue report and tender payment to City for the preceding month according to the following schedule:

1) Payments shall be made to the office of the City Finance Director, City Hall, 211 Hillcrest Avenue, Marina, California 93933.

2) Base Payments

Payments to City by Concessionaire shall be per the following schedule.

MONTHS OF OPERATION	AMOUNT DUE TO CITY
Months 1 through 12	One thousand two hundred eighty (\$1,280) per month

Commencing November 1, 2023 and following every 12-month period during this Agreement (the "adjustment period") the monthly Base Payment shall be adjusted using the Consumer Price Index ("CPI") -All Urban Consumers, San Francisco-Oakland- San Jose statistical area published bi-monthly by U.S. Department of Labor, Bureau of Labor Statistics. The base for said adjustment shall be the CPI published for the first month of the current 12-month adjustment period of this Agreement (the "Base Index"). The CPI used as the Base Index for the first adjustment period shall be [REDACTED]. The adjusted monthly fee payable for the first month of the succeeding 12-month adjustment period, pursuant to this paragraph, shall be calculated as follows: The Base Payment in effect for the first month of the current 12- month adjustment period ("Base Payment" previously) shall be increased by a percentage equal to the percentage increase, if any, in the CPI as of the adjustment date over the Base Index. The product shall constitute the new monthly fee for the first and following months of the succeeding 12-month adjustment period of this Agreement. Provided, however, in no event, shall any adjustment in the monthly Base Payment be less than the Base Payment payable for the month immediately preceding the adjustment period. Increases for succeeding 12-month periods shall be calculated in the same manner.

Concessionaire shall continue to pay the Base Payment at the rate previously in effect until the increase, if any, is determined. Within ten (10) days following the date on which the increase in the Base Payment is determined, Concessionaire shall make

such payment to the City as will bring the increased Base Payment current, commencing as of the effective date of the increased Base Payment. Thereafter, the Base Payment shall be paid at the increased rate until the next adjustment date.

3) Revenue Sharing Payments

Payments to City by Concessionaire shall be based on revenue earned in the performance of this Agreement:

MONTHS OF OPERATION	AMOUNT DUE TO CITY
Months 1 through 6	0% of gross Concessionaire revenues
Months 7 through 24	Two percent (2%) of gross Concessionaire revenues
Months 25 through 60	Three percent (3%) of gross Concessionaire revenues

4) Additional payments to City by Concessionaire:

In any month beginning month 24 through the end of this Agreement, Concessionaire shall pay City an additional One and one-half percent (1.5%) of revenue earned in performance of this Agreement as a performance fee, during any month in which revenue from the operation of the Concession exceeds Fifty-Thousand Dollars (\$50,000) per month.

- c. Late Payments. Should any payments due under this Agreement remain unpaid ten (10) days after the due date of such payment a penalty of 10% shall be added to any payments past due.

7. Concessionaire's Records and Documents:

a. With respect to all matters covered by performance of this Agreement, Concessionaire's records and documents shall be subject at all times to inspection, review, or audit by the City. Concessionaire shall supply the City any documentation that may be needed by the City to prepare required compliance reports to the Secretary of the Interior or their delegated representative, NPS.

b. Reporting: Concessionaire shall maintain books and records that shall reflect expenses and revenues for the operation of the Concessionaire Uses and Programs. Concessionaire shall prepare a monthly summary report for transmission to City showing applicable expenses and revenue from the performance of this Agreement. This report shall form the basis for payments by Concessionaire to the City.

c. Audit Information: Concessionaire shall prepare a comprehensive report, annually at minimum or more frequently if required by the City for just cause. Concessionaire shall furnish the City with an annual financial report, due no later than thirty (30) days after the conclusion of Concessionaire's fiscal year. The report shall detail all financial aspects including total revenues and gross expenses for yearly operations of MEC Park and the Concession Location including, but not limited to, amortization reports, and if applicable,

all percentages listed in form B.1, i. The report shall include a statement of attestation and be attested by a certified public accountant.

8. Operations

a. Hours of operation for the Concession Location are subject to approval by the City. MEC Park shall remain open and available for public use in accord with the requirements of the Municipal Code, as may be amended.

b. The City's primary purpose in entering into this Agreement is to promote the development of, and make available recreational facilities and services for the benefit of the public. Operations Plan for the Concession Location is set forth in Exhibit G, attached hereto. Concessionaire shall at all times maintain a written schedule of the Operating hours and operating procedures for each activity conducted on or from the Concession Location and, upon request shall furnish that schedule to the City.

c. Nuisance. Concessionaire shall not do or permit to be done upon Concession Location any act or thing that constitutes waste or nuisance and agrees that within forty-eight (48) hours from receiving written notice by the City that such condition exists, to abate or otherwise cause said condition to be cured. In the event Concessionaire has not taken corrective action within forty-eight (48) hours, the City may enter and abate said condition at the expense of Concessionaire without any liability whatsoever to City for monetary loss of Concessionaire or others, Concessionaire shall conduct the operation of the Concession Location in such a manner, using the best known available and practical devices and facilities, to reduce as much as is reasonably practical, considering the nature and extent of Concessionaire's operations, the emanation from the property of noise, vibration, movements or air, fumes and odors so as not to interfere unreasonably with users of other premises in the vicinity of Concession Location.

d. Fire Protection Plan. Concessionaire shall prepare an Emergency Action/Fire Protection Plan approved by the City for the use of the Concession Location and the conduct of activities. A Safety Plan for the use of the Property shall be prepared within three (3) months of execution of this Agreement and shall include provisions to protect visiting members of the public from being bitten by any animals kept on or around the Property by Concessionaire or its invitees. Plans shall be kept on file at the City.

e. Concessionaire agrees at its own expense to keep and maintain at the Concession Location portable fire extinguishers of such number type and material as may be prescribed from time to time by City regulation.

9. Maintenance and Repair. The maintenance and repair obligations of the Parties are set forth in Exhibit H attached hereto.

a. City shall provide necessary upgrades and repairs to the Concession Location structural facilities, which includes the Veterinary Clinic 2830 5th Avenue, Colic Building 2832 5th Avenue, Veterinary Ward A 2834 5th Avenue, Ward B 2836 5th Avenue, and the Kennel Building 2838 5th Avenue, in a timely matter within funding

available to the City. City shall deliver the Concession Location structural facilities to Concessionaire in good working order. After the repairs and upgrades, Concessionaire, at its own costs, shall be responsible for maintenance of the infrastructure as designated in **Exhibit H**.

- b. Concessionaire shall, at its sole cost and expense, maintain the Concession Location in good condition and perform such repairs that become necessary from time to time during the term of this Agreement and any renewals thereof.
- c. Historic Properties: MEC Park is deemed to be a historic property and City and Concessionaire will adequately ensure the preservation of the historic property. Any proposed changes to a historic structure require consultation with the State Historic Preservation Officer (SHPO) and will be in compliance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.
- d. Alterations and Improvements: Concessionaire shall not make alterations or improvements to the Concession Location without prior written consent of the City. Such written consent will not be unreasonably withheld or delayed. Any changes requiring a building permit will be subject to the approval of the City's Building Official. If any changes are required that require a building permit, the City and Concessionaire will negotiate an amendment to this Agreement that establish the Party responsible for supervision, all necessary construction work, and all costs associated with providing the changes. Concessionaire shall provide to the City for its approval a plan for the development of any improvements and facilities. Upon receiving the City's consent to make an alteration or improvement, Concessionaire shall not commence work until plans and specifications have been submitted and approved. All construction work must comply with the Historic Properties section of this Agreement, and must be completed in a timely manner. Any capital improvements made to the Property because property of the City immediately after construction.
- e. If any alterations or improvements to Concession Location structural facilities constructed by or caused to be constructed by Concessionaire, its contractors, sub-contractors, or agents, are considered to be public works for purposes of prevailing wages under State law, then when such alterations or improvements are constructed, they shall be constructed in compliance with the prevailing wage law pursuant to Labor Code §1720 et seq. and implementing regulations of the Department of Industrial Relations and shall comply with the other applicable provisions of the prevailing wage law, including, without limitation, registration and the payment of prevailing wages in the construction of such alterations and improvements, as those wages are determined pursuant to the prevailing wage law. The City makes no representations or warranties as to whether any such alterations or improvements are considered to be public works for purposes of prevailing wages under State law. Should Concessionaire or any of its agents fail to pay, fail to cause to be paid, or fail to have paid or caused to have been paid, prevailing wages, or to have failed to

comply with the aforementioned prevailing wage laws as to any such alterations or improvements, and it is alleged, contended, or determined that Concessionaire should have paid prevailing wages, or otherwise fail to comply with the prevailing wage law, Concessionaire shall indemnify, defend, and hold harmless to the fullest extent permitted by law, the City from and against any and all claims, liability, loss, damage, expense, costs (including without limitation costs, attorney's fees and fees of litigation) of every nature arising out of or in connection with the failure to pay prevailing wages or comply with the prevailing wage law. This indemnification obligation shall survive the termination of this Agreement.

- f. Destruction or Substantial Damage of Premises. If, during the initial or any extended term of this Agreement, any of the improvements now or hereafter located at the Concession Location are substantially damaged or destroyed by a fire or other casualty beyond Concessionaire's control (but not including damage caused by the willful acts or negligence of Concessionaire or its employees or agents which damage Concessionaire shall promptly repair, replace or restore at Concessionaire's sole cost and expense), covered by the fire and extended hazard insurance hereinafter provided for by this Agreement, then this Agreement shall continue in full force and effect without any abatement of fees, and Concessionaire shall repair and restore such damaged or destroyed improvements according to the plan thereof at the time of such damage or destruction, or in accordance with such modified plan therefor as shall be approved by the City, regardless of whether the proceeds from such insurance are sufficient to cover the actual cost of such repair and restoration work.
- g. Damage Not Covered by Insurance. If during the initial or any extended term of this Agreement, any of the improvements now or hereafter located at the Concession Location are damaged by a fire or other casualty not covered by the insurance hereinafter provided for by this Agreement, and the cost to repair such improvements is less than or equal to 25% of the replacement value of all the improvements on the Concession Location immediately prior to the occurrence of such damage or destruction, this Agreement shall also continue in full force and effect without any abatement of payments due, and Concessionaire shall repair and restore such damaged or destroyed improvements according to the plan thereof at the time of such damage or destruction, or in accordance with such modified plan therefor as shall be approved by the City, all at Concessionaire's sole cost and expense.
- h. Obligation to Repair. If, during the initial or any extended term of this Agreement, any of the improvements now or hereafter located on the Concession Location are damaged by a fire or other casualty not covered by insurance (hereinafter provided for by this Agreement) and the cost to repair such improvements exceeds 25% of the replacement value of all the improvements immediately prior to the occurrence of such damage or destruction, Concessionaire may elect to terminate this Agreement by giving notice of such termination to City not later than ten (10) days after determining such repair or restoration costs and such replacement value. In the event Concessionaire makes an election to terminate this Agreement, then City, within ten (10) days after receiving Concessionaire notice of termination, may elect to pay the

difference between the cost of repairing or restoring the damaged or destroyed improvements and 25% of the replacement value of all the improvements on the Concession Location immediately prior to the occurrence of such damage or destruction, in which case this Agreement shall remain in full force and effect and Concessionaire shall repair and restore such damaged or destroyed improvements in the manner hereinbefore required by this section. In the event Concessionaire makes an election to terminate this Agreement and City doesn't make an election to contribute towards the costs of repair or restoration as provided by this section, this Agreement shall terminate. Concessionaire shall be released thereby without further obligation to the City upon surrender of possession of the Concession Location, except for obligations which have theretofore accrued and are then unpaid or unperformed.

10. Licenses and Permits: Concessionaire shall obtain all necessary licenses and permits to operate the Concession Location before operation may begin. All licenses and permits are subject to the City's Code Enforcement for safety, health, and fire inspections.

11. Operating Expenses and Utilities:

a. Concessionaire shall pay all expenses related to performance of this Agreement and operation of the Concession Location, including utilities, which include but are not limited to water service, telephone service, internet, electricity service, gas, trash and waste collection and sewer services ("Utilities") on the Concession Location as designated in **Exhibit H**. Concessionaire agrees upon entering into occupancy to pay directly to the utility providers or the City for all utility service through existing lines and connections. Concessionaire shall pay all Utility charges within twenty (20) days of receipt of invoice and shall provide evidence of payment when requested to do so in writing by the City.

b. City shall be responsible for necessary upgrades to the Utility systems necessary for safe, secure and code compliant operation of the Concession Location.

c. Provision of Utilities. During the term of this Agreement, Concessionaire shall have the right to connect the Concession Location and all improvements thereon and facilities appurtenant thereto to the existing utilities serving the Concession Location at its sole cost and expense. The City shall make available to Concessionaire maps in its possession showing the location of sewer, water, electrical, gas and telephone lines located on or near the Concession Location. Concessionaire shall be responsible for arranging and paying for all utilities required for the Concession Location. The City will use its best efforts to continue all utility services as they presently exist, but it cannot and does not guarantee there will be no interruptions of service. Concessionaire hereby waives any rights or claims it may have which result from temporary interruptions of service. To the extent it has knowledge, the City will provide notice of any work scheduled that may interrupt the utility service to the Concession Location. If City is unable to provide access to utility service facilities due to the imposition of any limit on consumption or on the

construction of additional utility facilities, or the allocation or curtailment of utility facilities or service by law or regulation, it shall have no obligation hereunder.

d. City agrees to be fully responsible for all required asbestos and lead paint removal and remediation at MEC Park.

e. Concessionaire shall promptly notify the City of any health, safety, and building code deficiencies related to the Concession Location structural facilities in a prompt manner. City is responsible for evaluating and correcting existing deficiencies, if any.

f. City agrees to provide signage required by the Municipal Code and shall maintain all Parking Areas in a safe and compliant manner.

12. Non-discrimination: The City and Concessionaire agree to comply with all Federal and applicable state laws relating to non-discrimination in connection with any use, operation, program, or activity on or related to MEC Park, including but not limited to:

- a. All requirements imposed by or pursuant to the non-discrimination regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);
- b. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or natural origin;
- c. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap;
- e. The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151), which requires local facilities located on the Property to be accessible to the physically handicapped; and
- f. The Americans with Disabilities Act of 1990 (42 U.S.C. § 12181), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

13. Concessionaire acknowledges that MEC Park is subject to the possibility of reversion ***with improvements without compensation*** to the USA should there be a material breach of noncompliance by the City or Concessionaire for not adhering to covenants and agreements contained within Exhibit A.

14. Inspection of Concession Areas: Concessionaire shall allow the City, or its designee and/or the Secretary of the Interior's designated representative, NPS, at any and all reasonable times, with or without notice, to inspect the Concession Location operated under this Agreement.

15. Indemnity: Concessionaire and the City agree that the City, its officers, employees and agents should, to the extent permitted by law, be fully protected for any loss, injury, damage, claim, lawsuits, expense, attorney's fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the matters set forth below.

To the fullest extent permitted by law, Concessionaire hereby expressly agrees to indemnify, save, and hold harmless, and defend the City, its officers, employees, and agents against any and all against all fines, claims, damages, losses, liabilities, actions, judgements, costs, and expenses, including liability for injuries to any person or persons or damage to property, arising at any time during and/or arising out of, or from, or in any way connected or attributable actually, allegedly or impliedly, in whole or in part, with (a) the intentional act of Concessionaire or Concessionaire's employees, agents, contractors, subcontractors or invitees, (b) any breach or default in performance of any obligation to be performed by Concessionaire under this Agreement, or (c) Concessionaire's use, occupancy and operation of the Concession Location.

Without affecting the rights of the City under any provision of the Agreement, Concessionaire shall not be required to indemnify, hold harmless or defend the City as set forth above to the extent liability is attributable to the sole or gross negligence or willful misconduct of the City, its officers, employees or agents, provided such is determined by agreement between the Parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely or grossly negligent or to have engaged in willful misconduct and not in instances where Concessionaire is solely or partially at fault, or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Concessionaire will be for that portion of the liability not attributable to the City's gross negligence or willful misconduct.

Concessionaire agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section, or other similar provisions as may be approved by the City in writing, from each and every contractor, subcontractor, or any other person or entity involved by, for, with or on behalf of Concessionaire in the performance of this Agreement and operation of the Concession Location. In the event Concessionaire fails to obtain such indemnity obligations from others as required here, Concessionaire agrees to be fully responsible according to the terms of this section.

The City shall provide Concessionaire with prompt notice of all claims subject to indemnification. Concessionaire has the right to defend each claim by all appropriate proceedings with independent counsel reasonably acceptable to the City. The City may retain separate counsel to monitor or participate in, but not control, any defense or settlement. City must cooperate with Concessionaire and its counsel in defending against each claim. No claim may be settled without Concessionaire's consent, which shall not be unreasonably withheld or delayed.

16. **Insurance:** Concessionaire shall, at its own expense, provide and maintain such insurance that will protect Concessionaire and the City from all claims for damages to property and persons in accord with **Exhibit I**, which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. Unless otherwise approved in writing by the City, Contractor shall require and verify that all subcontractors maintain insurance meeting all

requirements stated herein, and Contractor shall ensure City is an additional insured on insurance required from subcontractors. These requirements are subject to amendment or waiver only if so approved by the City in writing. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

17. Assignment: Except as defined in **Exhibit D**, Concessionaire shall not assign this Agreement or any interest therein, nor let the Concession Location, or any part thereof, or any right privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person or entity. This language shall not be interpreted to prohibit Concessionaire from sponsoring and allowing ancillary activities and services onsite, including activities by third parties that produce revenue to Concessionaire. Said activities shall be subject to approval by the City and such revenue shall be accounted to City and shall be counted under payment formula to City. Any assignment or lease of the Concession Location shall be grounds for termination of Agreement by the City.
18. Amendment to Concession Agreement: This Agreement contains all the terms and conditions between the Parties, and no alteration, amendment, or addition shall be valid unless in writing and signed by both Parties.
19. Independent Contractor. This Agreement shall not constitute, and it is not intended to constitute, either party as an employer, employee, agent, partner or legal representative of the other party for any purpose, or give either party any right to supervise or direct the functions of the other party. Except as specifically provided herein, neither party shall have authority to act for or obligate the other party in any way or to extend any representation on behalf of the other party. Each party agrees to perform under this Agreement solely as an independent contractor and neither party shall have any right, power, or authority, nor shall they represent themselves as having any authority to assume, create, or incur any expense, liability or obligation, express or implied, on behalf of the other party for any purpose. Each party agrees not to permit its employees or agents to do anything that might be construed or interpreted as acts of the other party.
20. Laws and Regulations: Concessionaire is aware of and agrees that it shall use the Concession Location so as to conform with deeded environmental and usage controls and not violate any laws, regulations, and/or requirements of the USA and/or State of California and/or any ordinance, rule, or regulation the City now or hereafter made, relating to the use of the Concession Location.
21. Signage: Concessionaire shall place no sign or advertisement upon any location of the Concession Location unless prior written approval has been granted by the City, and the City shall have the right, without first notifying Concessionaire, to remove at the expense of the Concessionaire, any sign or signs that are erected without prior approval.
22. Surrender; Waste: Concessionaire agrees that upon expiration of this Agreement or earlier termination thereof, it shall surrender the Concession Location to the City in as good or better condition as they were in at the time of execution of this Agreement,

ordinary wear excepted. Concessionaire further agrees that it shall permit no waste nor suffer the same to be committed, nor injure nor misuse the Concession Location.

23. Liens: Concessionaire shall keep the Concession Location free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Concessionaire during the term of this Agreement or any extension or renewal thereof.
24. Waiver: Failure of either Party to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by said Party of any of said Party's rights hereunder. No waiver by either Party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by either Party shall require the consent and approval of the other Party, the other Party's consent to or approval of such action on any one occasion shall not be deemed to be a consent to or approval of such action on any subsequent occasion. Any and all rights and remedies which either Party may have under this Agreement, upon any breach, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said Party or not, shall be deemed to be an exclusion of any other.
25. Default/Material Breach: Concessionaire shall be in default of its obligations under this Agreement if any of the following events occurs:
- a. Concessionaire's failure to make payments when due or within ten (10) days after notification that such payment is past due;
 - b. Concessionaire's breach of any term, covenant or condition of this Agreement, except those requiring payment, and Concessionaire's failure to cure such breach within fourteen (14) days after written notice from City specifying the nature of such breach;
 - c. Concessionaire's breach of any of Concessionaire's duties and obligations under this Agreement, which breach can be cured, if such breach is not cured within forty-eight (48) hours after being provided written notice thereof by the City;
 - d. Concessionaire's vacation or abandonment of the Property in excess of five (5) consecutive business days;
 - e. Concessionaire's fraud in performance of this Agreement; or
 - f. An appointment of a receiver to take possession of all or substantially all of the assets of Concessionaire, or an assignment by Concessionaire for the benefit of creditors, or any action taken or suffered by Concessionaire under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted, if any such receiver, assignment or action is not released, discharged, dismissed or vacated within sixty (60) days.

26. Force Majeure: Concessionaire will not be in default under this Agreement in the event that the activities of Concessionaire are temporarily interrupted for any of the following reasons: riot, war or national emergency declared by the President or Congress and affecting the City of Marina, sabotage, civil disturbance, insurrection, explosion, natural disasters such as floods, earthquakes, landslides, strikes, lockouts and other labor disturbances, or other catastrophic events which are beyond the reasonable control of Concessionaire. "Other catastrophic events" does not include the financial ability of Concessionaire to perform or failure of Concessionaire to obtain any necessary permits or licenses from other governmental agencies or the right to use facilities of any public entity where such failure occurs because Concessionaire has failed to exercise reasonable diligence.

27. Termination:

- a. The City or Concessionaire may unilaterally terminate the Agreement upon 365 days written notice for any cause or no cause whatsoever and specifying the date of termination.
- b. This Agreement shall terminate automatically upon the occurrence of any of the following events:
 - 1) Concessionaire or City materially violates any provision of the Agreement; or.
 - 2) The expiration of the Term of this Agreement or any renewal thereof.
- c. Upon termination of this Agreement or any extended periods thereof,
 - 1) Concessionaire shall pay to City all Concessionaire Payments due under the Agreement through the date of termination, including reasonable costs of removing Concessionaire's personal property;
 - 2) All additions or alterations to the improvements on the property made by Concessionaire shall become the property of City without payment of any compensation therefor; provided, however, that upon termination, City shall have the option to require Concessionaire to remove any or all added improvements or restore any altered improvement to the same condition as it was at the commencement of the term of this Agreement, all at Concessionaire's sole cost and expense.
 - 3) Concessionaire shall vacate the Concession Location and MEC Park and remove all of Concessionaire's personal property. If Concessionaire does not vacate the Concession Location and MEC Park and remove all personal property within sixty (60) days, the City may reenter the Concession Location, and shall have, in addition to the remedies specifically provided herein, any other right or remedy available to City, either in law or in equity. Items remaining at the Concession Location or MEC Park following termination of this Agreement shall be subject to a storage fee as determined by the City in City's sole discretion. On the 30th day following termination of this Agreement, all personal property of Concessionaire remaining at the Property shall automatically become the property of City, and Concessionaire agrees to forfeit Concessionaire's interests in such

property, regardless of the value of such property. Accordingly, City may sell, transfer, give away or otherwise dispose of such property without further notice to or permission from Concessionaire and may retain any and all proceeds.

28. Dispute Resolution. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the Parties. The expenses of such mediation shall be shared equally between the Parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the Parties may elect to have the arbitration proceed on an informal basis; however, if the Parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.
29. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.
30. Severability: Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.
31. Counterparts: This Agreement may be signed in counterparts, each of which shall constitute an original.
32. Acknowledgment: This Agreement and the obligations of the Parties hereto are subject to the terms and conditions set forth in the deed from the USA to the City, dated April 24, 1998, and recorded at Monterey County Registry of Deeds/Clerks Office at instrument number 9824966, **Exhibit A**, and the current Program of Utilization (**Exhibit J**) which governs the use of the assigned property, as amended. Violations of the said terms and conditions may be grounds for reversion to the USA, at its discretion and termination of this Agreement. Concessionaire owned personal and real property improvements associated with the Concession Location, may be subject to seizure, without compensation, by the USA.
33. Notice: Any notice by either Party to the other shall be in writing and shall be deemed to be given only if delivered personally or mailed by registered or certified mail as follow:

City:	Layne Long City Manager City of Marina
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Draft Concessionaire Agreement Chaparral 9.11.2022

	211 Hillcrest Ave Marina CA 93933
Concessionaire:	Ms. Sue Pennell Chaparral Country Corporation 4040 Woodside Road Woodside, California 94062 Fein # 27-0939720

]

Other addresses may be established as the parties hereto may designate by written notice to the other Party and delivered in accordance with the provisions of this paragraph.

Signature Page Follows

Draft Concessionaire Agreement Chaparral 9.11.2022

IN WITNESS WHEREOF, the City has authorized its **[insert title]** representing the City to sign this Agreement and Concessionaire has approved the Agreement and signed of the date first noted above.

WITNESS:
CITY OF MARINA,
(OWNER)

BY: _____
[Name]
[Title]
211 Hillcrest Ave
Marina CA 93933

WITNESS:
CONCESSIONAIRE
Chaparral Country Corporation

BY: _____
Shawn Mott
President
Chaparral Country Corporation
4040 Woodside Road
Woodside, California 9406

Draft Concessionaire Agreement Chaparral 9.11.2022

STATE OF CALIFORNIA)

) ss

COUNTY OF _____)

On this _____ day of _____, 2022 before me, _____,

personally appeared _____, representing

the City, known to be the person described in the foregoing instrument and acknowledged that

he/she executed the same in the capacity therein state and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand.

Notary Public

My Commission Expires: _____

STATE OF CALIFORNIA)

) ss

COUNTY OF _____)

On this _____ day of _____, 2022 before me, _____,

personally appeared _____, representing

Concessionaire, known to be the person described in the foregoing instrument and acknowledged

that he/she executed the same in the capacity therein state and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand.

Notary Public

My Commission Expires: _____

RECORDING REQUESTED BY:



Bruce A. Reeve
Monterey County Recorder
Recorded at the request of
City of Salinas

CROLIE
4/24/1998
8:45:44

WHEN RECORDED MAIL TO:

City Clerk
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

DOCUMENT: **9824966**

0009824966

Titles: 1 / Pages: 12

Fees....

Taxes...

Other...

AMT PAID

TITLE(S) OF DOCUMENT

EXHIBIT A

Quitclaim Deed

MARINA EQUESTRIAN CENTER - FT ORDCA

DACAO5-9-97-610

ENCL 4

Parcel L5.9.1, Fort Ord
Equestrian Center Parcel
Monterey County, California

QUITCLAIM DEED

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Director, National Park Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 337), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor" or "Army" in specific situations), for and in consideration of the perpetual use of the hereinafter described premises as and for public park and public recreation area purposes, by the City of Marina, California (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, all Grantor's right, title and interest in and to property, including all buildings, improvements, and fixtures thereon, located in Monterey County, California, consisting of approximately 27.235 acres, and identified as Parcel A in Exhibit A, attached hereto;

The property is conveyed "As Is, Where Is" without any representation, warranty or guarantee, except as required pursuant to applicable law or otherwise stated herein, by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which it was intended, and no claim for allowance or deduction upon such ground will be considered. There is no objection on the part of the Grantor to make any alterations, repairs, or additions, and neither said Grantor or Army shall be liable for any latent or patent defects in the property.

The hereinbefore described property is granted by the Grantor to the Grantee subject to valid and existing easements for streets, utility systems, rights-of-way, railroads, pipelines; and/or covenants, restrictions, reservations, conditions, and agreements which now exist affecting the foregoing the described premises and further subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Defense Base Closure and Realignment Act of 1990, as amended and the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations, and orders promulgated thereunder, the Department of the Army determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for conveyance to the Grantee.

The Grantor expressly excepts and reserves all oil, gas, and mineral rights and deposits in said land to the Grantor or to such person(s) as may be authorized by the Grantor to prospect, mine, and remove such deposits from the hereinbefore described property under applicable laws.

And the Grantee by its acceptance of this deed does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in an application submitted by the Grantee on July 28, 1993, and amended by letter dated May 25, 1994, which program and plan may be amended from time to time at the written request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments will be added to and become a part of the original application.

2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.
3. The property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency without the prior approval of the Secretary of the Interior in writing. Any such disposition shall assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.
4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.
5. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that: (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successor; (6) this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns; and (7) the Grantor expressly reserves a right of access to, and entrance upon, the above described property in order to determine compliance with the terms of this conveyance.
6. The Grantee further agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718) the Architectural Barriers Act of 1968 as amended by Public Law 91-205 of 1970 (84 Stat. 49) to assure that public facilities developed on this property are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394) that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity in effect on this property; and agrees to comply with the provisions of Title III of the Age Discrimination Act of 1975, as amended (Public Law 94-135; 45 C.F.R. Part 90) prohibiting discrimination on the basis of age in programs and activities conducted on this property.
7. The Grantee further agrees to comply, where applicable, with the provisions of the Flood Disaster Protection Act of 1973 (87 Stat. 975) and the National Flood Insurance Act of 1968 (42 U.S.C. 4102).

8. The Grantee, its successors and assigns, shall hold harmless, defend and indemnify the United States, its employees, agents, and representatives from and against any suit, claim, demand or action, liability, judgement, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss) that relates to the Grantee's failure to comply with the terms of this deed or from the use or occupancy of the property by the Grantee and/or the Grantee's successors and assigns, transferees, or agents, except as otherwise provided in this deed or law.
9. The conveyed property is subject to the condition and requirement that the Grantee shall convey to Monterey County an easement for a future light rail corridor. "The area subject to this condition and requirement is described as a portion of Parcel A, labeled as the "approximate limits of future light rail corridor", an area containing approximately 4.117 acres, as depicted on a Record of Survey attached as Exhibit B. Said future conveyance shall be at no cost, except for direct and indirect expenses of such conveyance, and will be subject to prior approval and any condition deemed appropriate by the Grantor.
10. The conveyed property is subject to the following reservations;
 - 10.1. A reservation for use by the U.S. Army Corps of Engineers of a 0.942 acre area for a period of ten years. The area subject to the reservation is described as a 0.942 acre parcel, a portion of Parcel A, as depicted on attached Exhibit C. Said reservation requires the Grantee to permit the use of said described property by the U.S. Army Corps of Engineers, subject to mutually agreeable terms and conditions contained within a reservation agreement.
 - 10.2. A reservation for all storm sewer and sanitary sewers collection lines located on the property, serving and collecting stormwater and wastewater from locations not on the property, subject to future assignment and transfer of said facilities.
 - 10.3. A reservation for water distribution lines located between the property boundary and water meter location. All telecommunications facilities located on the property are transferred to the Grantee without reservation.
 - 10.4. The Grantee shall not impair the reasonable maintenance, repair, or replacement of improvements described within this section, provided that proper consultation and coordination has occurred with the Grantee.
11. The Grantee acknowledges that it has received the technical environmental reports, described within this instrument, prepared by, or on behalf of the Army. The Grantee acknowledges that it has inspected and accepts the physical condition and current level of environmental hazards on the property and deems the property to be safe for the Grantee's intended use, human health, and the environment in general, except as otherwise noted herein. The Grantee's acknowledgement of the condition of the Property creates a rebuttable presumption that hazardous substances, pollutants, contaminants, or petroleum products discovered on the property after the date of the transfer are related solely to the activity of, caused, deposited, or created by the Grantee, its agents, transferees, successors or assigns. The Grantee, its agents, transferees, successors or assigns as consideration for the conveyance, agrees to release the Grantor and Army from any liability or responsibility for any claims or damages arising out of or in any way related to the release of any substances on the property occurring after the conveyance of the property to the Grantee. This paragraph shall not affect or limit liabilities of the Army under applicable law or its responsibilities to conduct response actions or corrective actions that are required by law.
12. By accepting this deed, the Grantee, acknowledges that the Army has provided the Grantee with a copy of the *Federal Facilities Agreement* (FFA) dated July 23, 1990, between the Army and the U.S. Environmental Protection Agency (EPA). The Army shall provide the Grantee with a copy of any future amendments to the FFA. In this regard, it is understood that:

- 12.1. In exercising the rights hereunder, the Army shall give the Grantee or its successor or assigns reasonable notice of action taken on the property under the FFA and shall, to the extent reasonable, consistent with the FFA endeavor to minimize the disruption to the operation and use of the subject property.
 - 12.2. The Grantee agrees that notwithstanding any other provision of this deed, the United States assumes no liability to the Grantee, its successor or assigns, or any other person, should implementation of the FFA interfere with the use of the property. The Grantee and its successors and assigns shall have no claim on account of any such interference against the United States or any officer, agency, employee, or contractor thereof.
 - 12.3. The Grantee covenants for itself, its successors and assigns to not interfere with any response action being undertaken on the subject property, or interrupt, relocate, or directly or indirectly interfere with any remediation system, now or in the future located, over, through, or across any portion of the property without the prior written consent of the Army and EPA.
 - 12.4. Prior to the determination by the United States that all remedial action is complete under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of the Fort Ord National Priorities List (NPL) site, the Grantee, its successors and assigns shall; (a) not undertake activities on the property that would interfere with or impede the completion of the CERCLA clean-up at the Fort Ord NPL site, (b) give prior written notice to the Army, EPA, and DTSC of any construction, alterations, or similar work on the property which may interfere with or impede said clean-up, and (c) comply with any institutional controls put in place by the Grantor or required by the previously issued Record of Decision (ROD) or amendments thereto, issued pursuant to the National Environmental Policy Act (NEPA) or the FFA, and (d) ensure that any permit or license for the use of property provides for legally binding compliance with terms herein.
 - 12.5. All terms and conditions contained within this section shall bind and run with the land and are forever enforceable by the Army, EPA or DTSC. The Grantor reserves the right to rescind all or portions of this section, upon request of the Grantee, following the receipt of a determination by the United States that all remedial actions at the Fort Ord NPL site are complete.
 - 12.6. Prior to the determination by the Army that all remedial action under CERCLA and the FFA are complete for the Fort Ord NPL site, the Grantee shall provide written notice by certified mail to the appropriate regional office of the EPA and the State of California Department of Toxic Substances Control (DTSC), together with the required authorization of the Grantor as required by other terms and conditions of the deed, of any conveyance of interest in the subject property. Said notice shall be made within fourteen days of the date of transfer.
13. Pursuant to Section 120(h)(3)(A)(i) of CERCLA (42 U.S.C. 9620), the Grantor has been provided a copy and an opportunity to review the *Finding of Suitability to Transfer* (FOST), dated July 14, 1997 and the Letter of Assignment (LOA) dated September 5, 1997. The FOST and LOA contains, to the extent such information is available, a notice of the type and quantity of hazardous substances stored on the property for one year or more, a notice of the time at which such storage, release, or disposal took place, and a description of the remedial actions taken on the property.
 14. Pursuant to Section 120(h)(3)(A)(ii)(I) and (B) of CERCLA, and pursuant to a finding by the EPA that the groundwater remedy for the property is operating properly and successfully, the Army has covenanted, by virtue of a 1997 Memorandum of Agreement (hereby incorporated and made a part of this agreement by reference) between the Grantor and the Department of Defense among others, that all remedial action necessary to protect human health and the environment with respect to any hazardous substances on the property has been taken prior to this conveyance.
 15. The Grantee acknowledges the receipt of notice contained within the FOST and LOA regarding the contamination of groundwater located beneath the property with volatile organic chemicals. The Grantee

covenants for itself, its successors and assigns that it shall not engage in or authorize the drilling water wells, use the groundwater, or access to the groundwater beneath the property. These restrictions bind and run with the land and are forever enforceable by the Grantor or the State of California.

16. Pursuant to Section 120(h)(3)(A)(ii)(II) of CERCLA, the Army has covenanted, by virtue of a 1997 Memorandum of Agreement (hereby incorporated and made a part of this conveyance) between the Grantor and the Department of Defense among others, that any additional remedial action found to be necessary after the date of this conveyance that resulted from the Army's use or occupancy of the property shall be conducted by the Army.
17. Pursuant to Section 120(h)(3)(A)(iii) of CERCLA, the Grantor reserves a right of access to the property on behalf of the Army, EPA, and DTSC in any case in which remedial action or correction action is found to be necessary, after the date of this conveyance. To the extent permitted by law, this reservation includes the right or access to and the use of available utilities at reasonable cost. The Army shall give the Grantee reasonable notice of action requiring access to the property and endeavor to minimize the disruption of the Grantee's use of the property.
18. The Grantee, its successors or assigns, acknowledges the provisions of the *Habitat Management Plan* (HMP), incorporated and made a part hereof; may apply to the subject property. The property is shown in the HMP as parcel L5.9, land is designated as a Development Area. The Grantee, its successors or assigns, is responsible for complying with the Endangered Species Act (16 U.S.C. 1531-1544), its regulations, the HMP, and the accompanying Biological Opinion by the U.S Fish and Wildlife Service, dated April 11, 1997, as may be applicable to the property conveyed by this deed.
19. The Grantee is hereby informed and does acknowledge nonfriable asbestos and asbestos containing materials have been found on the property [*Asbestos Survey Report, U.S. Army Corps of Engineers-Fort Ord Installation, Fort Ord, California* (April 1993)]. The Grantee covenants and agrees, on behalf of it, its successors and assigns, that in its use and occupancy of the property, it will comply with all Federal, State and local laws relating to asbestos; and that neither the Grantor or Army assumes liability for damages for personal injury, illness, disability or death, to the Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property, whether Grantee, its successors or assigns have properly warned or failed properly to warn the individual(s) injured. The Grantee further agrees to be responsible for any future remediation of asbestos found to be necessary on said property.
20. The Grantee is hereby informed and does acknowledge that all buildings on the property constructed prior to 1978 are presumed to contain lead based paints. The presence of lead based paints within these structures effects there possible use for residential purposes in compliance with 24 CFR Part 35, Subpart H. The Grantee acknowledges receipt of notice to this effect as contained in the FOST, LOA, Environmental Baseline Survey or the *Community Environmental Response Facilitation Act (CERFA) Report, Fort Ord* (April 8, 1994).
 - 20.1. The Grantee acknowledges that lead based paints present an exposure risk to young children and pregnant women, which could result in lead poisoning resulting in neurological damage. The Grantee covenants and agrees to provide notice of said risks to any successor or assign of any interest in said property pursuant to this deed.
 - 20.2. The Grantee covenants that it has received the opportunity to conduct a risk assessment or inspection for the presence of lead-base paints or lead based paint hazards prior to the execution of this conveyance. The Grantee further covenants that it will provide for an inspection, abatement, and/or elimination of any lead based paint hazard prior to the occupancy or use said portion of the property.

containing a lead based paint hazard by successors or assigns as required by and in compliance with applicable federal and state law. The Grantee covenants and agrees to be responsible for any remediation of lead based paint or lead based paint hazards on the property found to be necessary after the date of conveyance.

- 20.3. The Grantee covenants and agrees, on behalf of it, its successors and assigns, to indemnify and hold harmless the Grantor and Army, its agents and employees against any health problems which may result from the existence of lead-based paint on the property or any claims by the parties in relation to thereto.
21. The Grantee acknowledges that said property is located on a former military installation with a history of ordnance and explosive (OE) use. Although OE investigations indicate that OE is unlikely on the property, there is a potential for OE to be present. In the event that the Grantee, its successors or assigns, should discover or become aware of ordnance or explosives on the property, the Grantee agrees it shall not attempt to remove or destroy it but shall notify local law enforcement officials and the Directorate of Law Enforcement at the Presidio at Monterey for prompt disposal of such ordnance at no expense to the Grantee.
22. The Grantee, its successors and assigns, acknowledges that said property is located within the vicinity of general aviation airports, and covenants and agrees to obtain a determination of no hazard to air navigation issued by the Federal Aviation Administration, pursuant to 14 CFR 77, for any proposed structure which would exceed an elevation of 330 feet mean sea level at its highest point.
23. An obligation by the Army to reimburse any money under this deed is subject to the availability of appropriated funds, and nothing in this deed shall be interpreted to required obligations or payment by the United States in violation of the Anti-Deficiency Act.
24. The Grantee and its successors and assigns shall hold harmless, defend, and indemnify the United States, its employees, agents, and representatives, from and against any suit, judgement, cost or other fee (including death, illness, or loss of or damage to property or economic loss) that results from, or is in any manner predicated upon, the release or threaten release of any hazardous substance, pollutant, or contaminant, or petroleum or petroleum derivative as a result of the activities of the Grantee or the Grantee's successors, assigns, transferees, and/or agents except where such suit, claim, demand or action, liability, judgement, cost or other fee is the result of negligence of willful misconduct by the Department of Defense or any of its employees, agents, or representatives.
25. Subject to the limitation and other requirements contained in Section 303 of the National Defense Authorization Act for Fiscal Year 1993 (P.L. 102-484), as amended (10 U.S.C. 2687), the Secretary of Defense shall hold harmless, defend, and indemnify the Grantee, its successors and assigns, transferees, and/or agents from and against any suit, judgement, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss) that results from, or is in any manner predicated upon, the release of any hazardous substance, pollutant, or contaminant, or petroleum or petroleum derivative as a result of Department of Defense activities at the Fort Ord NPL site.
26. In the event that there is a breach by the Grantee, its successors or assigns, of any of the conditions and covenants, whether caused by the legal or other inability of the Grantee, its successors or assigns, to perform said conditions and covenants, the Grantor will give written notice, with a reasonable time stated therein, that the Grantee shall eliminate, rectify, cure, or commence actions necessary to cure said breach. Upon failure to eliminate, rectify, cure, or commence actions necessary to cure said breach within the time set forth in the notice, all right, title, and interest in and to said premises shall, at the Grantor's option revert to and become the property of the Grantor. In addition to all other remedies for such breach, the Grantee, its successors and

assigns, at the Grantor's option, shall forfeit all right, title, and interest in any and all of the tenements, hereditaments, and appurtenances thereunto belonging. The failure of the grantor to require in any one of more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment or such future performance, but obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

27. The Grantor, Army, and other federal agencies, have the right of access, upon reasonable notice, to inspect for compliance with the provisions herein, as well as applicable federal laws and regulations. The Grantor, to the extent it knows, will give the Grantee reasonable prior notice of the intention of Army or other federal agencies to enter. Such notice shall not apply when the entry is required for safety, environmental, operation, or security or law enforcement purposes.

During the above access situations, the United States, and its agencies will be liable to the extent allowed by the Federal Tort Claims Act for wrongful death, personal injuries, or property damage resulting from negligent or wrongful act or omission of any employee of the United States while acting within the scope of his employment, arising out of this conveyance. Further, said Grantor, or other federal agency employees will be covered by the Federal Employees Compensation Act, to the extent allowed by law, for injuries to said employees.

28. The Grantee, by its acceptance of this deed, covenants and agrees for itself, and its successors and assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in the property to the Grantor, or the Grantee voluntarily returns title to the property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of said property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in its regulations FPMR 101-47.402 in effect as of the date of this deed.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf on this the 13th day of April, 1998.

UNITED STATES OF AMERICA

Acting by and through the Secretary of the Interior

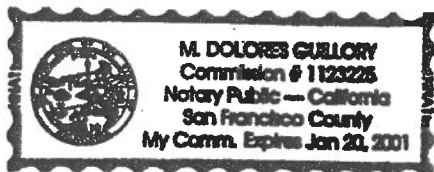
By Martha K. Leicester
 Martha K. Leicester
 Acting Regional Director, Pacific West
 National Park Service

(COUNTY OF SAN FRANCISCO)

) SS.

(STATE OF CALIFORNIA)

On this 13th day of April, 1998, before me, the subscriber, personally appeared Martha K. Leicester, to be known and personally known to me to be the Acting Regional Director, Pacific West, National Park Service, of the United States of America, acting by and through the Secretary of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument as such Acting Regional Director, Pacific West aforesaid, as the act and deed of the United States, for and on behalf of the Secretary of the Interior, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.



Witness my hand and official seal.

M. Dolores Gullory
NOTARY PUBLIC

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

City of Marina, California

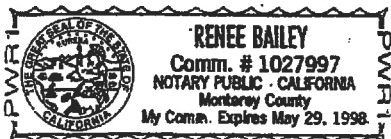
By *[Signature]*Date 4-23-98

(COUNTY OF MONTEREY)

) SS.

(STATE OF CALIFORNIA)

On this 23 day of April, 1998, before me, the undersigned notary, the subscriber, personally appeared and being the duly authorized official of the City of Marina, California and known to me to be the same person described herein and who executed the foregoing acceptance of said on behalf of the city of Marina, California, for the purposes and uses therein described.



Witness my hand and official seal.

Renee Bailey
NOTARY PUBLIC

Exhibit A

Description of Parcel A, Being a Portion of Fort Ord
Military Reservation, Shown as Parcel 1 in Volume 19
Page 1 for the City of Marina

CERTAIN real property situated in Monterey City Lands Tract No. 1, County of Monterey, State of California, particularly described as follows:

PARCEL A (27.235 ACRES)

COMMENCING at a 6" concrete monument with lead and tack (no tag) found at that certain Corner Numbered two hundred sixty-one (261) of Parcel 1, as said corner and parcel are shown and so designated on that certain map entitled "Record of Survey showing the Perimeter Boundary of the Fort Ord Military Reservation, etc.", filed September 7, 1994 in Volume 19 of Surveys, at Page 1, Records of Monterey County, California, said monument and corner being at coordinate Northing = 2138286.563 and Easting = 5745102.987; thence

- (a) S. 77° 55' 43" W., 3680.54 feet to the TRUE POINT OF BEGINNING (being at coordinate Northing = 2137516.848 and Easting = 5741503.834); thence
- (1) S. 56° 33' 29" E., 181.47 feet; thence
- (2) S. 47° 51' 16" E., 403.83 feet; thence
- (3) S. 29° 11' 45" W., 478.33 feet; thence
- (4) S. 39° 53' 22" W., 171.53 feet; thence
- (5) S. 14° 58' 50" W., 308.06 feet; thence
- (6) S. 20° 53' 46" W., 96.22 feet; thence
- (7) S. 15° 18' 06" E., 183.54 feet; thence
- (8) S. 17° 52' 59" W. (at 78.15 feet, a point hereinafter being referred to as "Point A"), 208.16 feet; thence
- (9) N. 72° 39' 23" W., 894.99 feet; thence
- (10) N. 16° 51' 19" E., 793.54 feet; thence
- (11) N. 44° 32' 33" E., 921.14 feet to the TRUE POINT OF BEGINNING.

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS ACT AT THE REQUEST OF THE CITY OF MARINA IN JANUARY 1998

JOHN N. VAN ZANDER
STATE OF CALIFORNIA
LICENSE NO. 15310
EXPIRES 31 MARCH 2000



RECORDER'S STATEMENT

FILED FOR RECORD AT THE REQUEST OF RESTOR ENGINEERS, INC.
ON THIS 11TH DAY OF JANUARY 1998, IN THE OFFICE OF THE
CLERK OF SUPERIOR COURT, COUNTY OF MONTEREY, CALIFORNIA.

BRUCE A. REDDES
COUNTY RECORDER
SERIAL NO. _____
FEE: \$ _____
DEPUTY _____

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 4766
OF THE LAND SURVEYORS ACT THIS _____ DAY OF _____
1998.

COUNTY SURVEYOR _____
STATE OF CALIFORNIA
EXPIRES _____

LEGEND
• SET 3/4" I.P. WITH PLASTIC PLUG "RCE 15310"

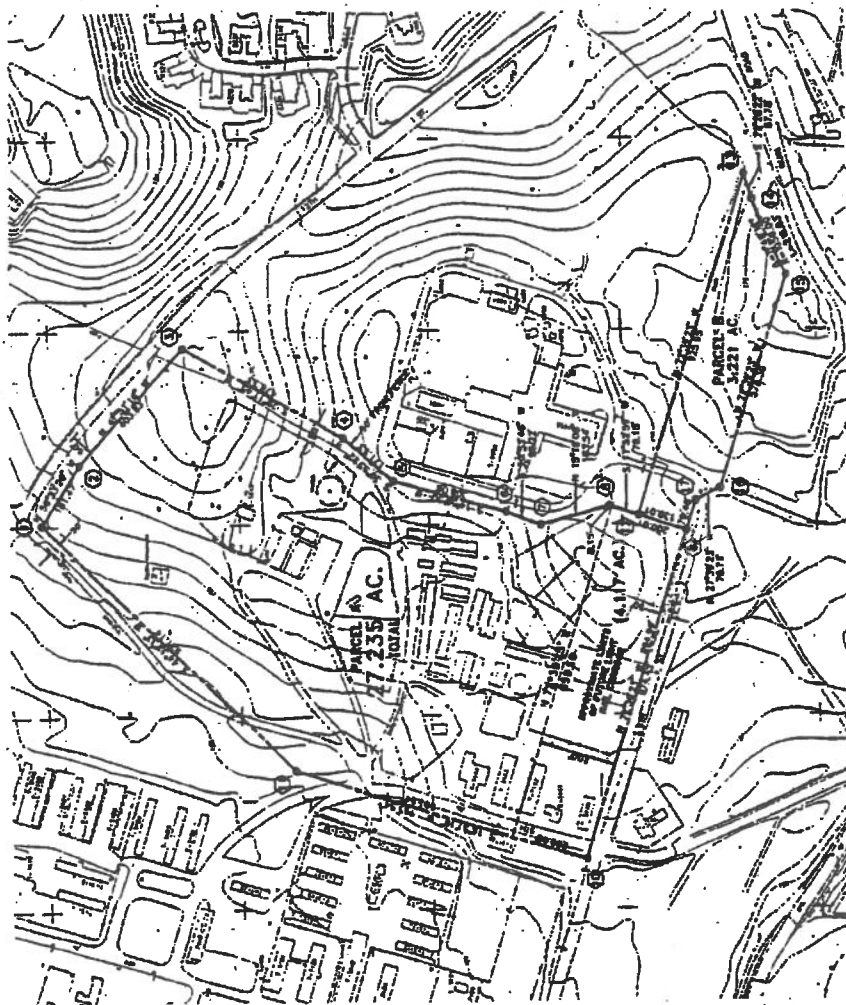
RECORD OF SURVEY

BOUNDARY OF A 27.235 AND 3.221 ACRE PARCEL
BEING A PORTION OF FORT OLD MILITARY RESERVATION
(AS SHOWN IN VOL. 19 OF SURVEYS, PAGE 1)

MONTEREY CITY LANDS TRACT No. 1,
MONTEREY COUNTY, CALIFORNIA
FOR
CITY OF MARINA
BY



RESTOR ENGINEERS, INC.
1000 CALIFORNIA STREET, SUITE 200, SAN JOSE, CALIFORNIA 95128
JANUARY 1998 SCALE: 1" = 200' N.O. 544313
SHEET 1 OF 1



	NORTHING	EASTING
1	210118.241	571153.102
2	210118.241	571153.102
3	210118.241	571153.102
4	210118.241	571153.102
5	210118.241	571153.102
6	210118.241	571153.102
7	210118.241	571153.102
8	210118.241	571153.102
9	210118.241	571153.102
10	210118.241	571153.102
11	210118.241	571153.102
12	210118.241	571153.102
13	210118.241	571153.102
14	210118.241	571153.102
15	210118.241	571153.102
16	210118.241	571153.102
17	210118.241	571153.102

NOTE REGARDING DERIVATION OF COORDINATES:

STATE PLANE COORDINATES BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83) ZONE 10 WERE DETERMINED FOR THE BOUNDARY CORNERS USING GLOBAL POSITIONING SYSTEM (GPS) MEASUREMENTS. THE COORDINATES WERE DERIVED FROM THE NAD83 DATUM BY A LEAST SQUARES COMPARISON FACTOR OF 0.9999999999999999 TO PRODUCE "GROUND" COORDINATES. THE COORDINATES LISTED ARE THEREFORE NOT STATE PLANE COORDINATES. TO OBTAIN GROUND COORDINATES, MULTIPLY THE GROUND DISTANCES BY THE LEAST SQUARES COMPARISON FACTOR OF 0.9999999999999999. THE BEARINGS SHOWN ARE GROUND BEARINGS BASED ON THE LAMBERT PROJECTION TWO CALIFORNIA STATE PLANE ZONE 4.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE GRID BEARING OF N. 37°05'47" E BETWEEN CALIFORNIA HIGH PRECISION GEODETIC NETWORK (CHPN) CONTROL POINTS CA 4098 (05 17) AND 0411 (2440 N. 7040). THE HORIZONTAL DATUM IS THE NORTH AMERICAN DATUM OF 1983 (NAD83). THE GRID BEARING IS BASED ON THE LAMBERT PROJECTION TWO CALIFORNIA STATE PLANE ZONE 4. THE BEARINGS SHOWN ARE TRANSPORTATION (CALTRANS) IN CONJUNCTION WITH THE NATIONAL GEODETIC SURVEY (NGS) IN 1982. THE BEARINGS FOR THIS SURVEY WERE ESTABLISHED USING GLOBAL POSITIONING SYSTEM (GPS) "FAST-STATIC" SURVEYING TECHNIQUES.

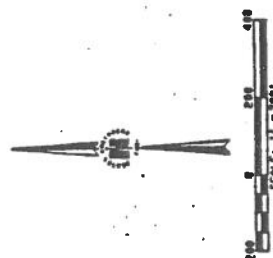


EXHIBIT B

SITE MAP

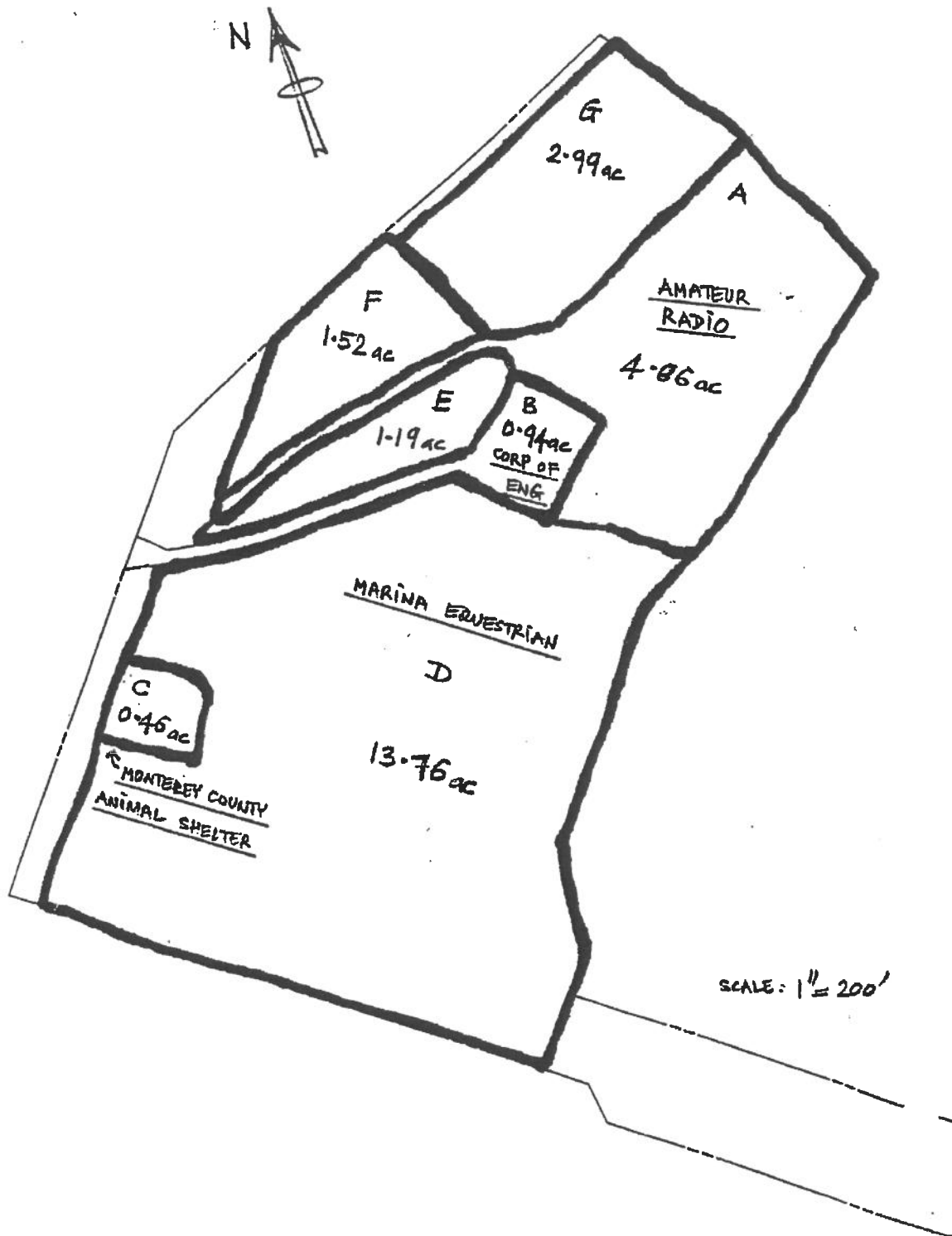


EXHIBIT C

CONCESSION LOCATION

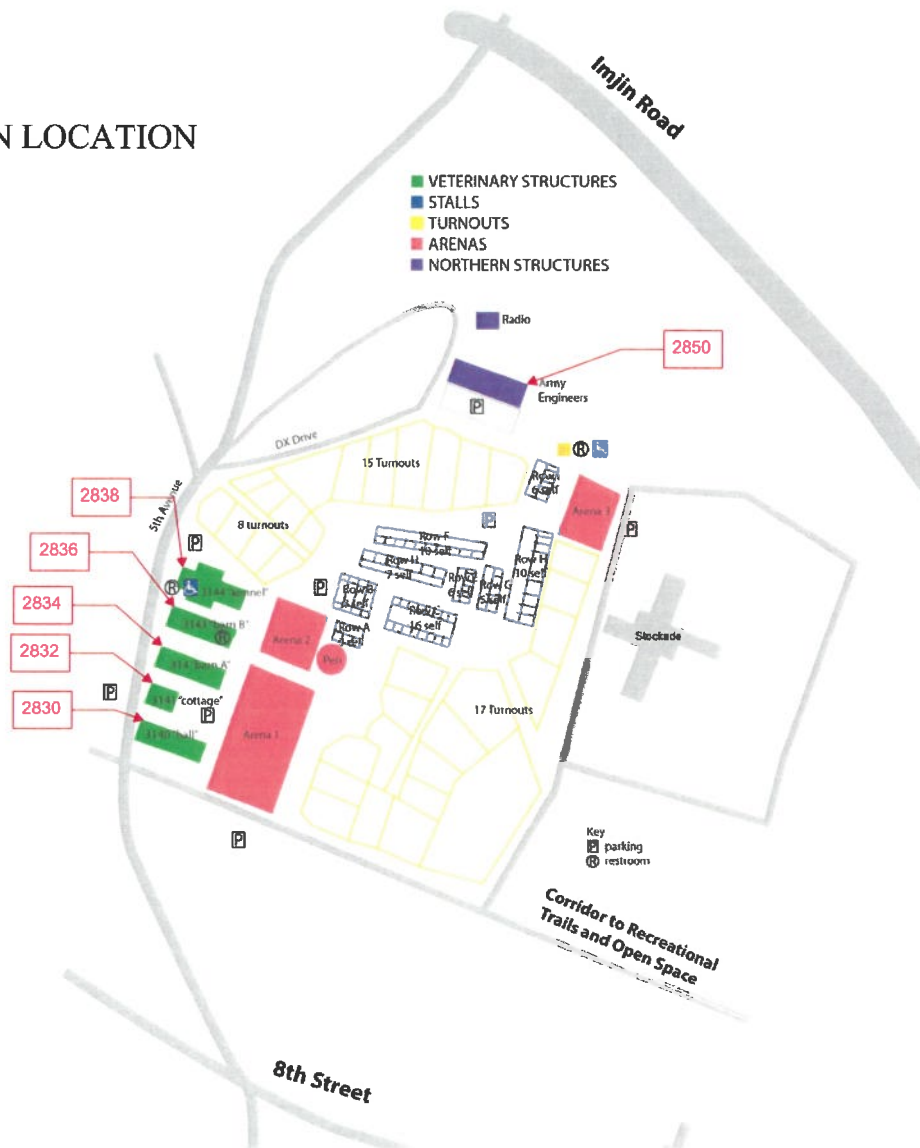


Exhibit D – Permitted Concessionaire Uses and Programs

Concessionaire shall use, occupy, and maintain the Concession Location in a business like, careful, clean, and non-hazardous manner for the sole purpose of providing services more particularly described in this **Exhibit D**.

Concessionaire shall operate facilities as follows:

Primary operations

Scope of Primary Equine Services:

Concessionaire will operate existing facilities for equine based recreational services including, but not limited to the following:

Riding and equine husbandry service instruction and lessons for persons of all ages

1. Trail rides of various durations
2. Youth and adult equine day camps,
3. Pony rides
4. Wagon, carriage, hayrides and stage coach rides
5. Company groups and team building events
6. Boy Scout and Girl Scout and other similar fraternal group troops events and outings and merit badge opportunities
7. Public, Private and Charter school field trip events.
8. Private rental and private clubs
9. Short-term overnight boarding operated in conjunction with permitted use
10. Themed events

Supplemental information related to camp events

Riding Camps will be operated on a periodic basis by Concessionaire on a schedule set by Concessionaire. Camps are designed for riders of all levels. Students will be divided into groups according to age and ability.

Concessionaire shall operate organized trail rides events at their discretion and on a schedule of their choosing. Concessionaire shall have the exclusive right to operate organized trail rides originating or terminating on Property.

Clinics, private club, charter events, team building and company groups

Concessionaire shall operate events at their discretion.

Staffing

Concessionaire shall employ a General Manager who shall supervise the operation of events and services operated under Concession Agreement. Concessionaire shall employ appropriate staffing necessary for the operation of the Concession including full-time or part-time Lesson Instructors, support staff, maintenance crew, and 24 hour security.

Hours of operation

Operating hours are spelled out in the current Operations Plan as 7 days a week from 9 am to 4 pm. Concessionaire may propose revised operating hours subject to City approval and may limit access to Concession Location during non-operating hours.

Maintenance Program:

Onsite maintenance person will be responsible for maintenance.

Manure will be removed from the site at least once per week per the Manure Plan.

There will be water truck onsite for any dust issues.

Fly issues will be dealt with in a timely manner with non- pesticides as needed.

Ancillary Services to be permitted

Concessionaire may operate additional services related to the operations of equine operations and shall be permitted to contract with others for the provision of goods and services which shall be supervised and contracted by Concessionaire. Revenues from said operations shall be accounted for and shall be reported in accordance with payment and revenue agreement between Concessionaire and City.

Ancillary Services may include, but are not limited to the following:

1. Themed events, Clinics, Horse Shows
2. Horses through history program, reenactments
3. Petting zoo
4. Bicycle rentals, scooters, electric bikes, Segway rentals, ropes course
5. Food trucks, restaurant, chuckwagon, chili festivals, BBQ
6. Wagon rides, carriage rides,
7. Town: General Store, School, Army fort, post office
8. Beach rides
9. Yoga retreats
10. Wedding and themed event packages
11. Overnight trailer parking
12. Museum of horses and army memorabilia
13. Live music
14. City programs

**Exhibit E –
Materials Surveys -
Asbestos Report and Hazardous Material Disclosures**

DRAFT



EXHIBIT E

EQUESTRIAN CENTER
BUILDING 3140

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03140**

WORK ITEM INVENTORY

BLDG./ WORK ITEM	DEI RATING	CONSTR. YEAR	TYPE OF MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	PRIABILITY	ACTION	CONTRACTOR COST
------------------------	---------------	-----------------	---------------------	-----------------------	-------------------------	------------	--------	--------------------

**WORK ITEM SUMMARY
BUILDING T03140**

The work items are listed below in numerical (and DEI Rating) order, and their estimated costs have been totaled.

T03140 1	13	N/A	Flooring Materials	985 SF	1st Flr Various Locations	Nonfriable	O&M	\$0
T03140 2	13	N/A	Transite Pipe	8 LF	1st Flr Mechanical Room	Nonfriable	O&M	\$0
T03140 3	13	N/A	Roof Penetration Mastic	9 E	Roof	Nonfriable	O&M	\$0
								\$0

ASBESTOS SURVEY REPORT
C PS OF ENGINEERS - FORT ORD INST LATION
BUILDING T03140

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
T03140	14	Sheet Flooring Mastic/Vapor Barrier Composite	930 SF	1	Office	P	Chrysotile	5	Nonfriable	None
T03140	15	Floor Tile Mastic/Vapor Barrier Composite	(R9)	1	Restroom	P	Chrysotile	10	Nonfriable	None
T03140	16	Sheet Flooring Mastic/Vapor Barrier Composite	(R14)	1	Office	P	Chrysotile	10	Nonfriable	None
T03140	17	Window Putty	1,400 LF	1	Exterior Wall	N		N/D		
T03140	18	Window Putty	(R17)	1	Exterior Wall	N		N/D		
T03140	19	Wallboard	(R4)	1	Office	N		N/D		
T03140	20	Wallboard	(R4)	1	Office	N		N/D		
T03140	21	Transite Pipe (8" O.D.)	8 LF	1	Mechanical Room	P	Chrysotile Crocidolite	40 30	Nonfriable	None
T03140	22	Roof Penetration Mastic	9 E	Roof	Roof	P	Chrysotile	40	Nonfriable	None
T03140	23	Roof Penetration Mastic	(R22)	Roof	Roof	P	Chrysotile	25	Nonfriable	None
T03140	24	Roofing Shingle	2,760 SF	Roof	Roof	N		N/D		
T03140	25	Roofing Shingle	(R24)	Roof	Roof	N		N/D		

(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

DIAGNOSTIC ENGINEERING INC.

15728

PROJECT NO. 1A2141AB001

ASBESTOS SURVEY REPORT
C. J. OF ENGINEERS - FORT ORD INST. LATION
BUILDING T03140

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGL
T03140	1	Resilient Floor Tile (9" x 9") Light Brown	635 SF	1	Office	P	Chrysotile	15	Nonfriable	None
T03140	2	Floor Tile Mastic	985 SF	1	Office	N		N/D		
T03140	3	Resilient Sheet Flooring Red with Mastic	930 SF	1	Office	N		N/D		
T03140	4	Wallboard	9,430 SF	1	Corridor	N		N/D		
T03140	5	Resilient Floor Tile (9" x 9") Light Brown	(R1)	1	Corridor	P	Chrysotile	15	Nonfriable	None
T03140	6	Floor Tile Mastic Black	(R2)	1	Corridor	N		N/D		
T03140	7	Resilient Sheet Flooring Red with Mastic	(R3)	1	Corridor	N		N/D		
T03140	8	Resilient Floor Tile (9" x 9") Dark Brown	350 SF	1	Restroom	P	Chrysotile	5	Nonfriable	None
T03140	9	Floor Tile Mastic/Vapor Barrier Composite	60 SF	1	Restroom	P	Chrysotile	8	Nonfriable	None
T03140	10	Wallboard Unpainted	380 SF	1	Mechanical Room	N		N/D		
T03140	11	Wallboard Unpainted	(R10)	1	Mechanical Room	N		N/D		
T03140	12	Wallboard Unpainted	(R10)	1	Mechanical Room	N		N/D		
T03140	13	Resilient Floor Tile (9" x 9") Dark Brown	(R8)	1	Office	P	Chrysotile	8	Nonfriable	None

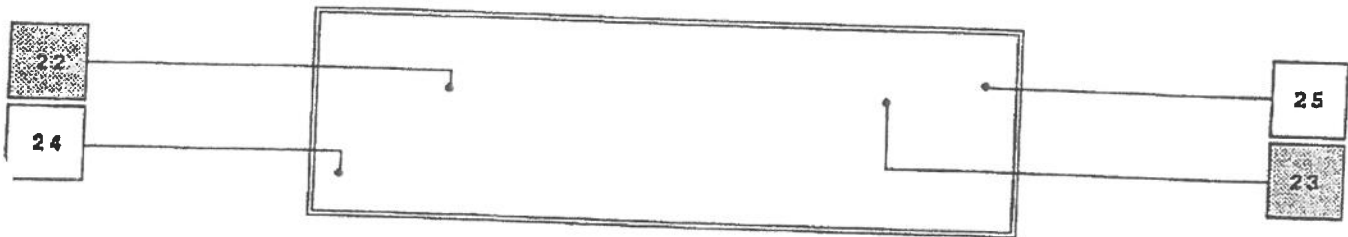
(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

DIAGNOSTIC ENGINEERING INC.

15727

PROJECT NO. 1A2141AB001

ASBESTOS SURVEY REPORT
CO. OF ENGINEERS - FORT ORD INSTA. ATION



BUILDING T03140
ROOF PLAN
NOT TO SCALE

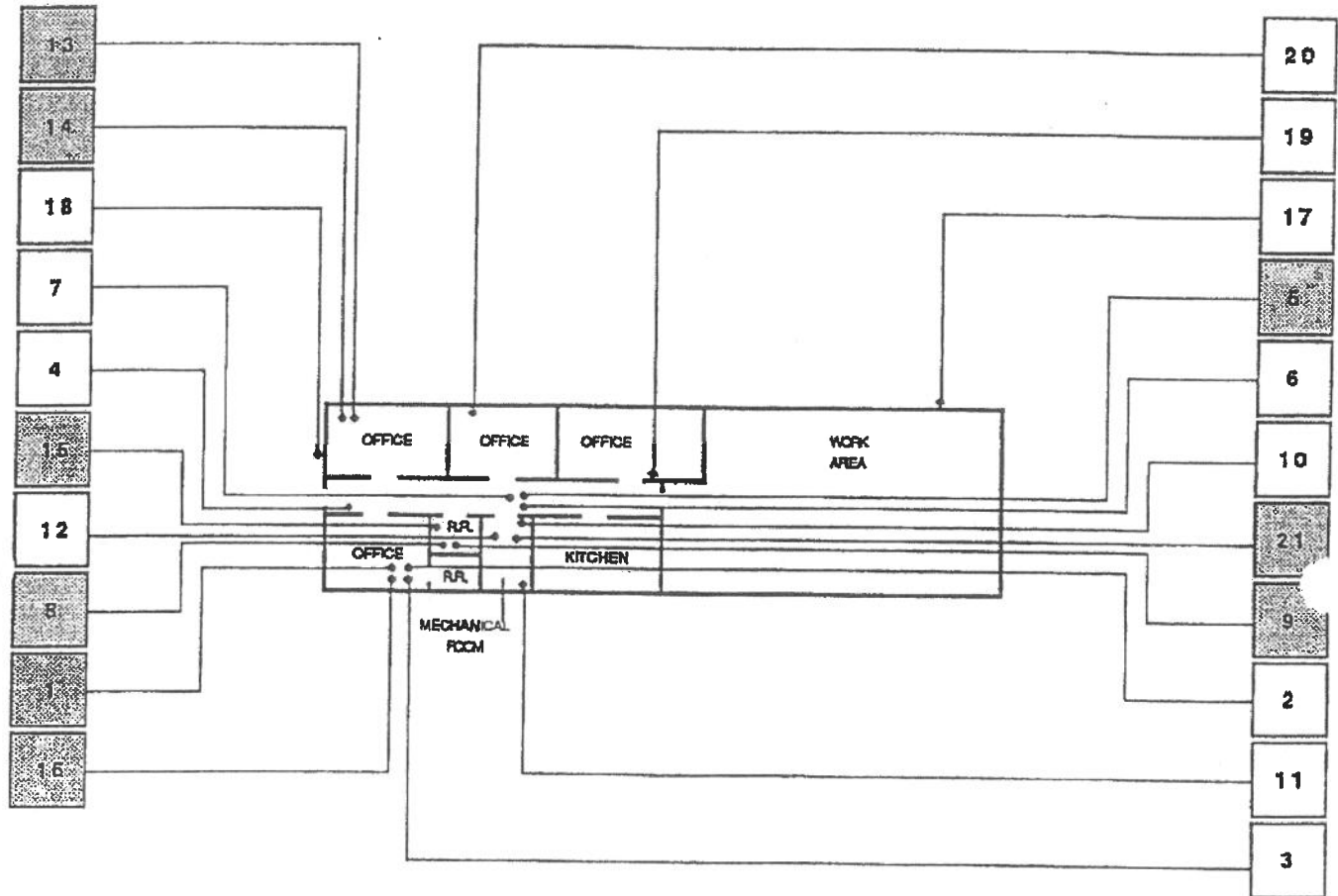


BULK SAMPLE ASBESTOS CONTENT  = >0.1%  = NONE DETECTED

AGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

ASBESTOS SURVEY REPORT
COI OF ENGINEERS - FORT ORD INSTALLATION



BUILDING T03140
FIRST FLOOR PLAN
NOT TO SCALE



BULK SAMPLE ASBESTOS CONTENT  = >0.1%  = NONE DETECTED

AGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB00

XRF SURVEY FOR LEAD BASED PAINT

CLIENT:	City of Marina					
SITE:	Fort Ord, Building #3140			SURVEY DATE: 3/22/99		
Room Equivalent	Room #	Component	Substrate	Color	Result (mg/cm2)	Condition
Office	1	Window Sash	Wood	White	22.5	Poor
Office	1	Window Trim	Wood	White	26	Poor
Bathroom	3	Shelf	Wood	White	4.4	Poor
Bathroom	3	Window Sash	Wood	White	15	Poor
Room	6	Window Sash	Wood	White	16	Poor
Room	6	Window Trim	Wood	White	33	Poor
Room	8	Cabinet Counter	Wood	Green	31	Poor
Room	8	Cabinet Door	Wood	Green	33	Poor
Room	8	Cabinet Door Trim	Wood	Green	21	Poor
Room	8	Sliding Door Top	Metal	Green	1.1	Poor
Room	8	Window Sash	Wood	Green	18	Poor
Room	8	Window Trim	Wood	Green	22	Poor
Exterior East		Door Rail	Metal	Tan	24	Poor
Exterior East		Overhang	Wood	Tan	26	Poor
Exterior East		Wall Trim	Wood	Tan	19	Poor
Exterior North		Overhang	Wood	Tan	25	Poor
Exterior South		Overhang	Wood	Tan	18	Poor
Exterior South		Wall	Wood	Tan	18	Poor
Exterior South		Window Sash	Wood	Brown	16	Poor
Exterior South		Window Trim	Wood	Brown	5.3	Poor
Exterior West		Window Trim	Wood	Brown	19	Poor



EQUESTRIAN CENTER
BUILDING 3141

ASBESTOS SURVEY REPORT
CLIPS OF ENGINEERS - FORT ORD INSULATION
BUILDING T03141

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
T03141	27	Roofing Mastic	(R26)	Roof	Roof	P	Chrysotile	15	Nonfriable	None
T03141	28	Roofing Cap Sheet	450 SF	Roof	Roof	N		N/D		
T03141	29	Roofing Cap Sheet	(R28)	Roof	Roof	N		N/D		

(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

ASBESTOS SURVEY REPORT
CLIENTS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03141

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
T03141	14	Window Putty	480 LF	1	Exterior Wall	N		N/D		
T03141	15	Window Putty	(R14)	1	Exterior Wall	N		N/D		
T03141	16	Roofing Shingle	680 SF	Roof	Roof	N		N/D		
T03141	17	Roofing Shingle	(R16)	Roof	Roof	N		N/D		
T03141	18	Roofing Felt	680 SF	Roof	Roof	N		N/D		
T03141	19	Roofing Felt	(R18)	Roof	Roof	N		N/D		
T03141	20	Roofing Mastic	680 SF	Roof	Roof	N		N/D		
T03141	21	Roofing Mastic	(R20)	Roof	Roof	N		N/D		
T03141	22	Roof Penetration Mastic	8 E	Roof	Roof	P	Chrysotile	20	Nonfriable	None
T03141	23	Roof Penetration Mastic	(R22)	Roof	Roof	P	Chrysotile	15	Nonfriable	None
T03141	24	Roofing Felt	450 SF	Roof	Roof	N		N/D		
T03141	25	Roofing Felt	(R24)	Roof	Roof	N		N/D		
T03141	26	Roofing Mastic	450 SF	Roof	Roof	P	Chrysotile	15	Nonfriable	None

(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

ASBESTOS SURVEY REPORT
C PS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03141

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
T03141	1	Resilient Floor Tile (9" x 9") Black	342 SF	1	Office	P	Chrysotile	5	Nonfriable	None
T03141	2	Resilient Floor Tile (9" x 9") Black	(R1)	1	Restroom	P	Chrysotile	3	Nonfriable	None
T03141	3	Floor Tile Mastic/ Vapor Barrier Composite	342 SF	1	Office	N		N/D		
T03141	4	Floor Tile Mastic/ Vapor Barrier Composite	(R3)	1	Restroom	N		N/D		
T03141	5	Resilient Floor Tile (12" x 12") Brown	174 SF	1	Office	P	Chrysotile	2	Nonfriable	None
T03141	6	Resilient Floor Tile (12" x 12") Brown	(R5)	1	Office	N		N/D		
T03141	7	Resilient Floor Tile (9" x 9") Brown	42 SF	1	Restroom	P	Chrysotile	<1	Nonfriable	None
T03141	8	Resilient Floor Tile (9" x 9") Brown	(R7)	1	Restroom	N		N/D		
T03141	9	Floor Tile Mastic	174 SF	1	Office	N		N/D		
T03141	10	Floor Tile Mastic	42 SF	1	Restroom	N		N/D		
T03141	11	Wallboard	430 SF	1	Office	N		N/D		
T03141	12	Wallboard	(R11)	1	Office	N		N/D		
T03141	13	Wallboard	(R11)	1	Office	N		N/D		

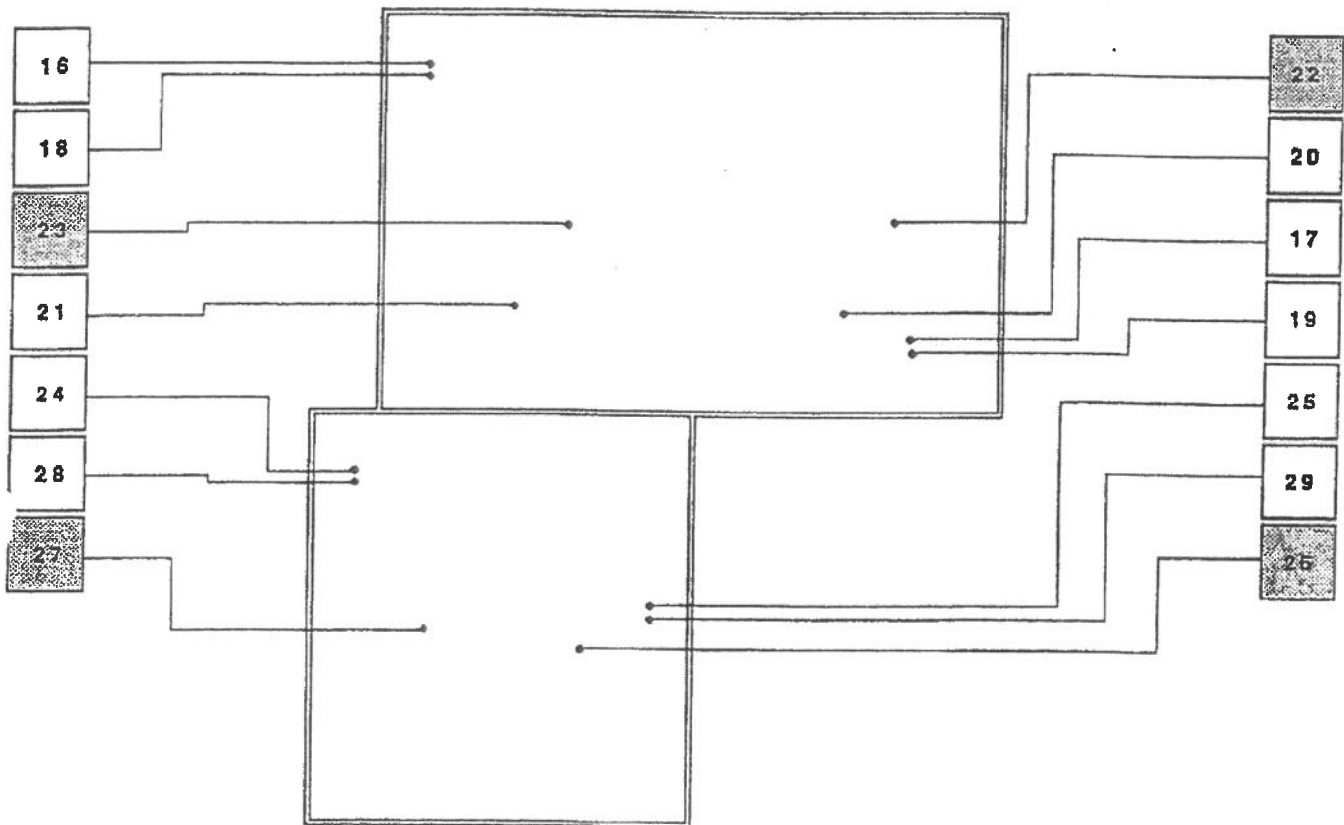
(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

DIAGNOSTIC ENGINEERING INC.

15739

PROJECT NO. 1A2141AB001

ASBESTOS SURVEY REPORT
CORPORATION OF ENGINEERS - FORT ORD INSTALLATION



BUILDING T03141
ROOF PLAN
NOT TO SCALE

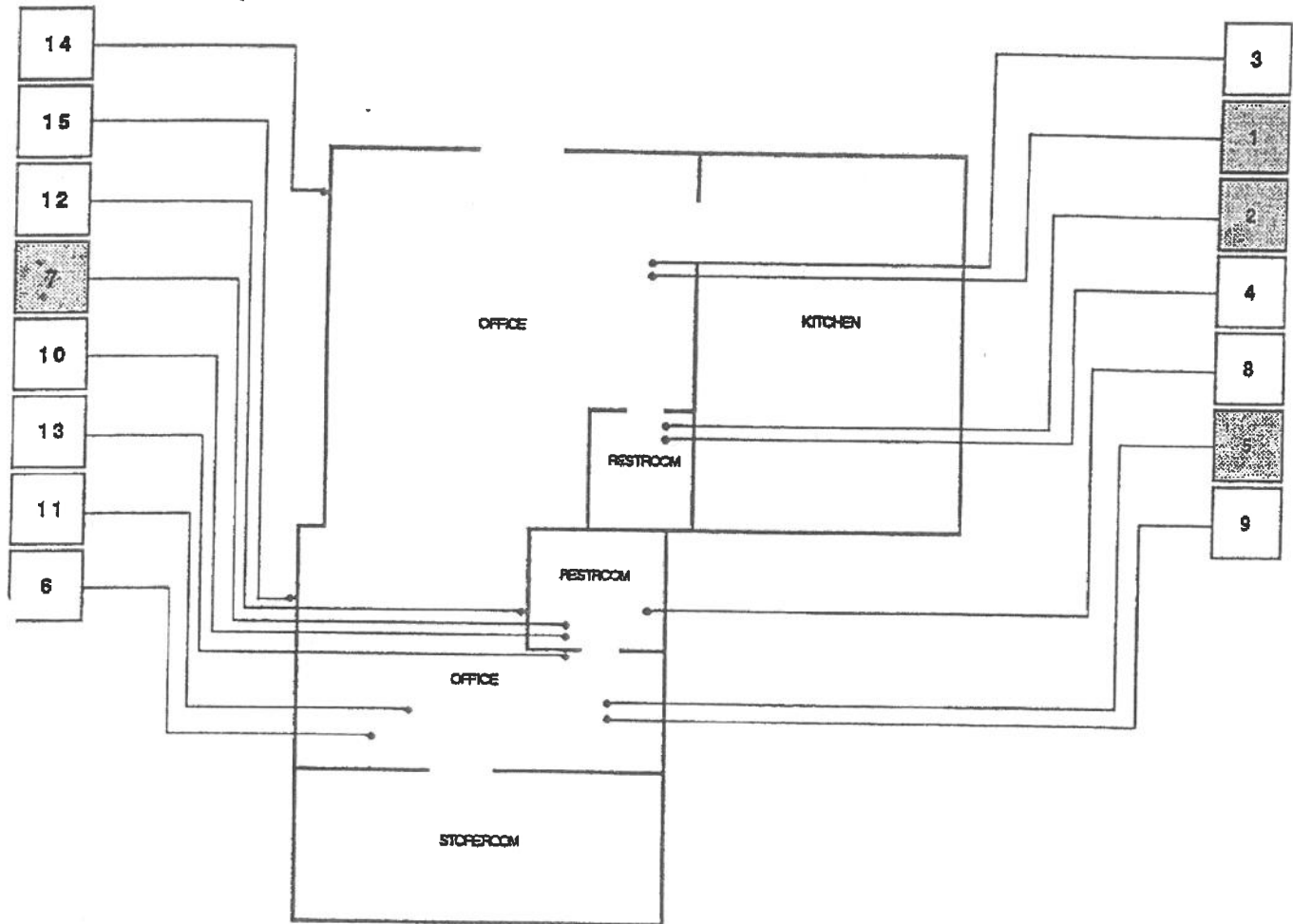


BULK SAMPLE ASBESTOS CONTENT  = >0.1%  = NONE DETECTED

DIAGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

ASBESTOS SURVEY REPORT
OF ENGINEERS - FORT ORD INSTA TION



BUILDING T03141
FIRST FLOOR PLAN
NOT TO SCALE



BULK SAMPLE ASBESTOS CONTENT  = ≥ 0.1%  = NONE DETECTED

AGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB00

ASBESTOS SURVEY REPORT
CORP OF ENGINEERS - FORT ORD INSTA ATION
BUILDING T03141

					WORK ITEM INVENTORY			
LDG/ WORK ITEM	DE RATING	CONSTR. YEAR	TYPE OF MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	FRIABILITY	ACTION	CONTRACTOR COST

T03141 13 N/A Roof Mastic
2 and Roof
Penetration
Mastic 454 E

Roof Nonfriable O&M \$0

FINDINGS: Nonfriable asbestos-containing roof mastic located throughout the south section of the roof and roof penetration mastic associated with vents on both roof sections were in good condition. The roofing mastic is sandwiched between roofing cap sheet and roofing felt, in which no asbestos was detected. These materials do not pose a risk of contamination as long they do not become damaged or deteriorated in such a way that they could release asbestos fibers into the air. [Bulk Sample(s) 22, 23, 26, 27]

RECOMMENDATIONS: Inspect biannually as part of the O&M. Prohibit any disturbance which may cause generation of airborne asbestos fibers. For any repair, removal or O&M activities, materials inseparable from the mastics must be considered asbestos-contaminated. Should these materials be removed, delete this work item from the O&M. Any replacement should be performed with asbestos-free materials.

Additive cost for optional removal and replacement of this material is \$6,471.

**ASBESTOS SURVEY REPORT
CO. OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03141**

BUILDING SUMMARY

BUILDING T03141

Date(s) of Survey	3/13/92
Estimated Date of Construction	1941
Building Usage	Recreation Building
Total Gross Square Footage	1,000 Sq. Ft.
Building Type	Wood
Number of Levels	1
Estimated Cost of Recommended Work Items for Asbestos-Containing Materials (CWE)	\$0
Total Estimated Cost Including Additive Items (CWE)	\$16,879
• Cost per Square Foot Including Additive Items (CWE)	\$16.88
Friable Asbestos-Containing Materials	None
Nonfriable Asbestos-Containing Materials	Resilient Floor Tile, Roof Penetration Mastic, Roofing Mastic

WORK ITEM INVENTORY

BLDG./ WORK ITEM	DE RATING	CONSTR. YEAR	TYPE OF MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	FRIABILITY	ACTION	CONTRACT COST
T03141 1	13	N/A	Resilient Floor Tile	558 SF	1st Flr Various Locations	Nonfriable	O&M	\$0
FINDINGS: Nonfriable asbestos-containing 9" x 9" black, 9" x 9" brown and 12" x 12" brown resilient floor tile in the restrooms and the two north offices was in good condition. This material is accessible to building users but does not pose a risk of contamination as long as it does not become damaged or deteriorated in such a way that it could release asbestos fibers into the air. [Bulk Sample(s) 1, 2, 15, 7] RECOMMENDATIONS: Inspect this material biannually as part of the O&M. Prohibit any disturbance to this material including sanding, chipping or the use of corrosive cleaning chemicals which may cause the generation of airborne asbestos fibers. Should this material be removed, delete this work item from the O&M. Any replacement should be performed with asbestos-free materials. Additive cost for optional removal and replacement of this material is \$6,446.								

XRF SURVEY FOR LEAD BASED PAINT

CLIENT:	City of Marina					
SITE:	Fort Ord, Building #3141			SURVEY DATE: 3/22/99		
Room Equivalent	Room #	Component	Substrate	Color	Result (mg/cm ²)	Condition
Room	1	Double Door	Wood	White	1.6	Poor
Exterior, East		Window Trim	Wood	Brown	1.1	Poor
Exterior, North		Pipe	Metal	Tan	1.9	Poor
Exterior, South		Wall	Wood	Tan	4.4	Poor
Exterior, West		Window Sash	Wood	Brown	4.2	Poor
Exterior, West		Window Trim	Wood	Brown	6.3	Poor
Kitchen		Door, South	Wood	White	2.9	Poor
Kitchen		Door, South Trim	Wood	White	2.7	Poor
Kitchen		Window Sash	Wood	White	2.8	Poor
Kitchen		Window Trim	Wood	White	4.5	Poor



EQUESTRIAN CENTER
BUILDING 3142

ASBESTOS SURVEY REPORT
COHRS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03142

BUILDING SUMMARY

BUILDING T03142

Date(s) of Survey	9/13/92
Estimated Date of Construction	1941
Building Usage	Riding Stable
Total Gross Square Footage	3,835 Sq. Ft.
Building Type	Wood
Number of Levels	1
Estimated Cost of Recommended Work Items for Asbestos-Containing Materials (CWE)	\$0
Total Estimated Cost Including Additive Items (CWE)	\$95,158
• Cost per Square Foot Including Additive Items (CWE)	\$24.81
Friable Asbestos-Containing Materials	None
Nonfriable Asbestos-Containing Materials	Roofing Mastic (Putty), Roof Penetration Mastic

WORK ITEM INVENTORY

BLDG./ WORK ITEM	DEI RATING	CONSTR. YEAR	TYPE OF MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	FRIABILITY	ACTION	CONTRACTOR COST
T03142 1	13	N/A	Roofing Mastic and Roof Penetration Mastic	5,110 SF	Roof	Nonfriable	O&M	\$0
FINDINGS: Nonfriable asbestos-containing roofing mastic located throughout the roof and nonfriable asbestos-containing roof penetration mastic in association with vents were in good condition. The roofing mastic is covered with roofing shingles in which no asbestos was detected. These materials do not pose a risk of contamination as long as they do not become damaged or deteriorated in such a way that they could release asbestos fibers into the air. [Bulk Sample(s) 4, 5, 8, 9] RECOMMENDATIONS: Inspect these materials biannually as part of the O&M. Prohibit any disturbance to these materials which may cause the generation of airborne asbestos fibers. For any repair, removal or O&M activities, materials inseparable from the mastics must be considered asbestos-contaminated. Should these materials be removed, delete this work item from the O&M. Any replacement should be performed with asbestos-free materials.								

Additive cost for optional removal and replacement of this material is \$72,818.

**ASBESTOS SURVEY REPORT
CORP. OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03142**

WORK ITEM INVENTORY

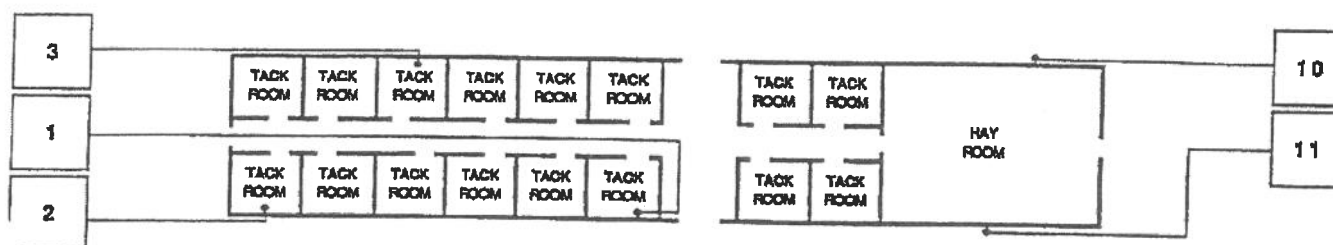
BLDG/ WORK ITEM	DE RATING	CONSTR. YEAR	TYPE OF MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	FRIABILITY	ACTION	CONTRACTOR COST
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**WORK ITEM SUMMARY
BUILDING T03142**

The work items are listed below in numerical (and DEI Rating) order, and their estimated costs have been totaled.

T03142	13	N/A	Roofing Mastic and Roof Penetration Mastic	5,110 SF	Roof	Nonfriable	O&M	\$0
1								
								\$0

**ASBESTOS SURVEY REPORT
COR OF ENGINEERS - PORT ORD INSTAL. TION**



**BUILDING T03142
FIRST FLOOR PLAN
NOT TO SCALE**

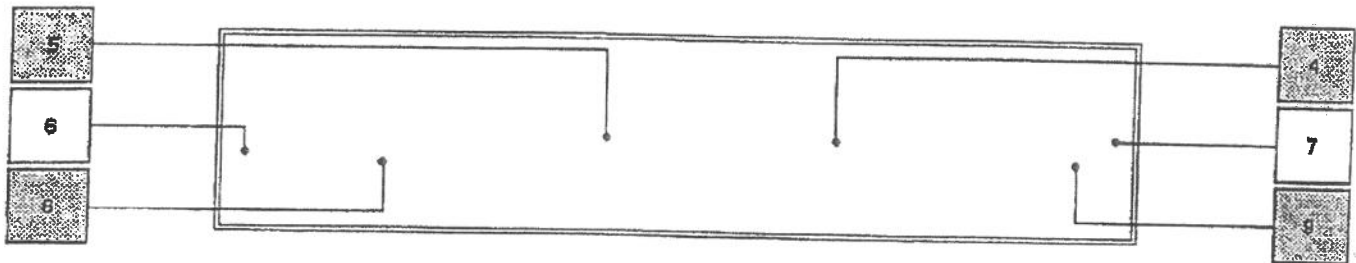


BULK SAMPLE ASBESTOS CONTENT  = >0.1%  = NONE DETECTED

GNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

ASBESTOS SURVEY REPORT
CORP F ENGINEERS - FORT ORD INSTALLATION



BUILDING T03142
ROOF PLAN
NOT TO SCALE



BULK SAMPLE ASBESTOS CONTENT  = >0.1%  = NONE DETECTED

AGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03142**

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
T03142	1	Wallboard	2,850 SF	1	Tack Room	N		N/D		
T03142	2	Wallboard	(R1)	1	Tack Room	N		N/D		
T03142	3	Wallboard	(R1)	1	Tack Room	N		N/D		
T03142	4	Roof Penetration Mastic	10 E	Roof	Roof	P	Chrysotile	15	Nonfriable	None
T03142	5	Roof Penetration Mastic	(R4)	Roof	Roof	P	Chrysotile	15	Nonfriable	None
T03142	6	Roofing Shingle	5,100 SF	Roof	Roof	N		N/D		
T03142	7	Roofing Shingle	(R6)	Roof	Roof	N		N/D		
T03142	8	Roofing Mastic	5,100 SF	Roof	Roof	P	Chrysotile	15	Nonfriable	None
T03142	9	Roofing Mastic	(R8)	Roof	Roof	P	Chrysotile	15	Nonfriable	None
T03142	10	Window Putty	700 LF	1	Exterior Wall	N		N/D		
T03142	11	Window Putty	(R10)	1	Exterior Wall	N		N/D		

(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

XRF SURVEY FOR LEAD BASED PAINT

NT:	City of Marina					
Site:	Fort Ord, Building #3142					SURVEY DATE: 3/22/9
Room Equivalent	Room #	Component	Substrate	Color	Result (mg/cm ²)	Condition
Room	2	Door	Wood	White	6.9	Poor
Exterior East		Overhang	Wood	Tan	3.7	Poor
Exterior East		Power Post	Wood	Tan	7.5	Poor
Exterior East		Sliding Door	Wood	Tan	2.1	Poor
Exterior East		Sliding Door Rail	Metal	Tan	4.7	Poor
Exterior East		Wall	Wood	Tan	6.4	Poor
Exterior North		Sliding Door Rail	Metal	Tan	4.7	Poor
Exterior North		Sliding Door Trim	Wood	Tan	2.4	Poor
Exterior North		Wall	Wood	Tan	4.6	Poor
Exterior South		Overhang	Wood	Tan	4.3	Poor
Exterior South		Sliding Door Rail	Metal	Tan	12	Poor
Exterior South		Sliding Door Trim	Wood	Tan	3.7	Poor
Exterior South		Wall	Wood	Tan	9.3	Poor
Exterior West		Door	Wood	Tan	4.5	Poor
Exterior West		Door Rail	Metal	Tan	4.5	Poor
Exterior West		Wall	Wood	Tan	7.1	Poor
Exterior West		Wall	Wood	Green	4.6	Poor
Garage		Door, West	Wood	White	2	Poor
Garage		North Wall	Wood	Tan	2.4	Poor
Walkway		Door Trim, East	Wood	White	3.6	Poor
Walkway		Door, East	Wood	White	2.8	Poor
Walkway		Door, Room 1	Wood	White	4	Poor
Walkway		Door, Room 15	Wood	White	3.3	Poor
Walkway		Door, Room 2	Wood	White	3.6	Poor
Walkway Crossing		Door Trim, North	Wood	White	3.7	Poor
Walkway Crossing		Door Trim, South	Wood	White	4.8	Poor
Walkway Crossing		Door, South	Wood	White	2.4	Poor



EQUESTRIAN CENTER
BUILDING 3143

**ASBESTOS SURVEY REPORT
CORP. OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03143**

BUILDING SUMMARY

BUILDING T03143

Date(s) of Survey	3/13/92
Estimated Date of Construction	1941
Building Usage	Riding Stable
Total Gross Square Footage	3,835 Sq. Ft.
Building Type	Wood
Number of Levels	1
Estimated Cost of Recommended Work Items for Asbestos-Containing Materials (CWE)	\$0
Total Estimated Cost Including Additive Items (CWE)	\$91,434
• Cost per Square Foot Including Additive Items (CWE)	\$23.84
Friable Asbestos-Containing Materials	None
Nonfriable Asbestos-Containing Materials	Roofing Mastic, Roof Penetration Mastic

WORK ITEM INVENTORY

BLDG./ WORK	DE EM	CONSTR. RATING	TYPE OF YEAR	MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	FRIABILITY	ACTION	CONTRACTOR COST
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T03143	13	N/A	Roofing Mastic and Roof Penetration Mastic	4,910 SF	Roof	Nonfriable	O&M	\$0
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FINDINGS: Nonfriable asbestos-containing roofing mastic located throughout the roof and nonfriable asbestos-containing roof penetration mastic in association with vents were in good condition. The roofing mastic is covered with roofing shingles in which no asbestos was detected. The materials do not pose a risk of contamination as long as they do not become damaged or deteriorated in such a way that they could release asbestos fibers into the air. [Bulk Sample(s) 8, 9, 10, 11]

RECOMMENDATIONS: Inspect these materials biannually as part of the O&M. Prohibit any disturbance to these materials which may cause the generation of airborne asbestos fibers. For any repair, removal or O&M activities, materials inseparable from the mastics must be considered asbestos-contaminated. Should these materials be removed, delete this work item from the O&M. Any replacement should be performed with asbestos-free materials.

Additive cost for optional removal and replacement of this material is \$69,968.

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03143**

WORK ITEM INVENTORY

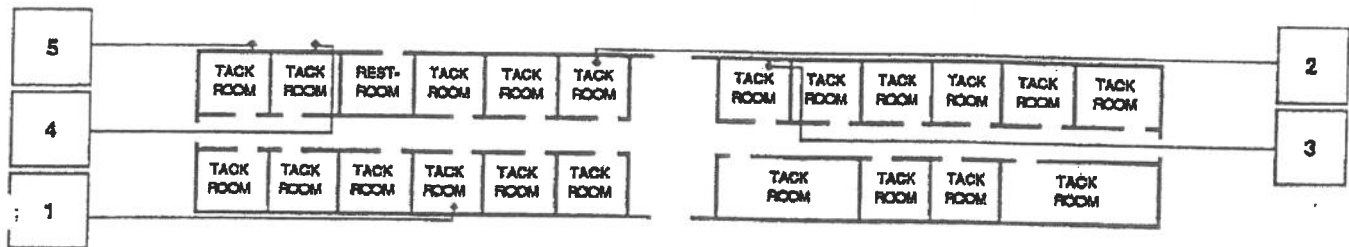
BLDG/ WORK ITEM	DEI RATING	CONSTR. YEAR	TYPE OF MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	FRIABILITY	ACTION	CONTRACTOR COST
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**WORK ITEM SUMMARY
BUILDING T03143**

The work items are listed below in numerical (and DEI Rating) order, and their estimated costs have been totaled.

T03143	13	N/A	Roofing Mastic and Roof Penetration Mastic	4,910 SF	Roof	Nonfriable	O&M	\$0
								\$0

ASBESTOS SURVEY REPORT
CORP. OF ENGINEERS - FORT ORD INSTALLATION



BUILDING T03143
FIRST FLOOR PLAN
NOT TO SCALE

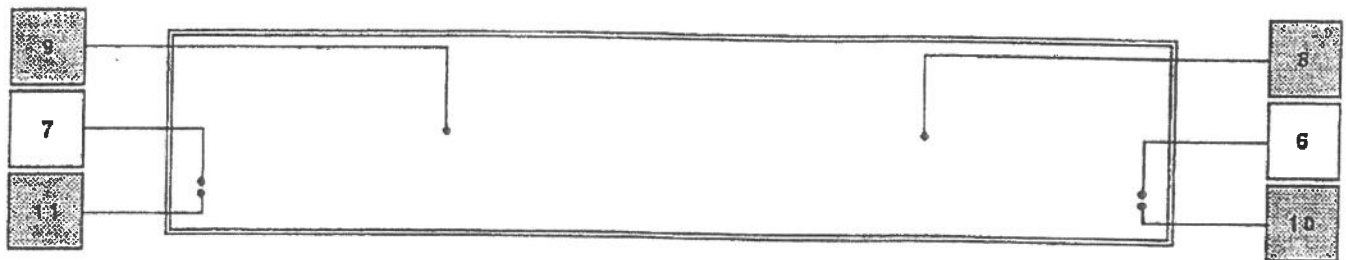


BULK SAMPLE ASBESTOS CONTENT ☒ = $\geq 0.1\%$ ☐ = NONE DETECTED

AGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB0L

ASBESTOS SURVEY REPORT
CO. 3 OF ENGINEERS - FORT ORD INSTALLATION



BUILDING T03143
ROOF PLAN
NOT TO SCALE



BULK SAMPLE ASBESTOS CONTENT  = >0.1%  = NONE DETECTED

AGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

**ASBESTOS SURVEY REPORT
COMPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03143**

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
T03143	1	Wallboard	3,200 SF	1	Tack Room	N		N/D		
T03143	2	Wallboard	(R1)	1	Tack Room	N		N/D		
T03143	3	Wallboard	(R1)	1	Tack Room	N		N/D		
T03143	4	Window Putty	700 LF	1	Exterior Wall	N		N/D		
T03143	5	Window Putty	(R4)	1	Exterior Wall	N		N/D		
T03143	6	Roofing Shingle	4,900 SF	Roof	Roof	N		N/D		
T03143	7	Roofing Shingle	(R6)	Roof	Roof	N		N/D		
T03143	8	Roof Penetration Mastic	9 E	Roof	Roof	P	Chrysotile	10	Nonfriable	None
T03143	9	Roof Penetration Mastic	(R8)	Roof	Roof	P	Chrysotile	20	Nonfriable	None
T03143	10	Roofing Mastic	4,900 SF	Roof	Roof	P	Chrysotile	10	Nonfriable	None
T03143	11	Roofing Mastic	(R10)	Roof	Roof	P	Chrysotile	5	Nonfriable	None

(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

DIAGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

XRF SURVEY FOR LEAD BASED PAINT

CLIENT:	City of Marina					
SITE:	Fort Ord, Building #3143				SURVEY DATE:	3/23/9
Room Equivalent	Room #	Component	Substrate	Color	Result (mg/cm2)	Condition
Room	26	South Wall Upper	Wood	White	3.7	Poor
Room	26	West Wall Upper	Wood	White	3.8	Poor
Room	27	Door	Wood	Tan	30	Poor
Room	32	North Wall	Wood	Tan	1.7	Poor
Room	32	Window Sash	Wood	Tan	1.9	Poor
Exterior East		Overhang	Wood	Tan	12	Poor
Exterior East		Power Post	Wood	Tan	3.7	Poor
Exterior East		Sliding Door	Wood	Tan	5.3	Poor
Exterior East		Sliding Door Rail	Metal	Tan	9	Poor
Exterior East		Wall	Wood	Tan	4.5	Poor
Exterior North		Large Window Trim			4.6	Poor
Exterior North		Sliding Door rail	Metal	Tan	9.6	Poor
Exterior North		Sliding Door Trim	Wood	Tan	8.6	Poor
Exterior South		Facade	Wood	Tan	4.7	Poor
Exterior South		Overhang	Wood	Tan	5.8	Poor
Exterior South		Small Window Trim	Wood	Tan	4.1	Poor
Exterior South		Wall	Wood	Tan	4.5	Poor
Exterior West		Sliding Door Rail	Metal	Tan	7.6	Poor
Exterior West		Wall	Wood	Tan	4.5	Poor
Hallway Crossing		Door Sliding, North	Wood	White	1.7	Poor
Hallway Crossing		Door Sliding, South	Wood	Tan	2.6	Poor
Hallway Crossing		Door Trim Sliding, North	Wood	Tan	4.3	Poor
Hallway Crossing		Door Trim Sliding, South	Wood	White	2.3	Poor
Hallway, East Wing		Door	Wood	Tan	1.6	Poor
Hallway, East Wing		Door 17 Trim	Wood	White	5	Poor
Hallway, East Wing		Door 33	Wood	Tan	1.9	Poor
Hallway, East Wing		Door 38	Wood	White	2	Poor
Hallway, East Wing		Door Trim	Wood	Tan	6.5	Poor
Hallway, East Wing		Interior Sliding Door	Wood	White	1.3	Poor
Hallway, West Wing		South Wall Lower	Wood	White	2.2	Poor
Hallway, West Wing		West Sliding Door	Wood	White	1.7	Poor
Hallway, West Wing		West Sliding Door Trim	Wood	White	9.7	Poor

Exhibit F – Personal Property & Fixtures

Furnishing & Fixtures:

2830 5th Ave

- Horse stocks
- Upholstered sofas
- 2 Cabinets
- 3 Sinks
- Fountain
- Furnace
- Restroom toilet and sink
- Electrical panel
- Medium cabinet- 3 Historic signs hung on the wall
 - “Riding Stables...”
 - “HQ Commandant...”
 - “7th Infantry Div. (light)...”
- 1 Sign placed on the ground
 - “Pony Rides...”
- 3 Medium bookshelf cabinet
- 1 Small bookshelf cabinet
- 1 Chair
- 1 Desk- 2 Window shades

2832 5th Ave

- 3 Cabinets
- Sink
- Furnace
- Restroom toilet and sink
- Stove
- Water heater
- Shower
- Portable stage
- 3 Bulletin Boards

2834 5th Ave

- 2 Concrete water troughs (Southeast corner of the building)
- Hitching post (North side of the building)
- Washing station (North side of the building)

Draft Concessionaire Agreement Chaparral 9.11.2022

- 2 White picket fence

2836 5th Ave

- Restroom sink and toilet
- Water heater

2838 5th Ave

- Big sink
- Sink attached to an L-shape cabinet
- 2 small sinks
- 3 Desks
- 2 Restroom toilets
- 2 Restroom sinks
- Furnace
- Electrical panel
- All existing pipe fences plus metal structure outside the building
- Army bookcase

Exhibit G Operations Plan

Proposer's Services – See exhibit D.

General on-Site Manager: Shawn Mott, Jenny Bryant General Manager

The General Manager is responsible for the overall operational success of the site; this includes maintaining a safe and secure environment for clients, visitors, and employees.

Responsible for all permits and licenses OSHA

ADA/ABA requirements

Customer Service and Service Quality

Customer satisfaction. Customer loyalty

Dispute resolution

Customer guidelines and rules First aid/incident procedures CPR qualified

Pricing and service levels to accommodate community

Office, telephone access and online access. Liaison with city and park staff

Developing and Training for Emergency Procedures

Overall Facility Maintenance and appearance. Coordination with Chaparral Executive team.

Lead Instructor Position 9 to 3, 7 days per week

Minimum 3 Years prior lesson instruction experience

Proficient in English and Western riding disciplines.

Customer service focused

Will be required to undertake Life scan or similar background checks. Must be at least 18 years of age.

CPR, First aid certified

In charge of all lesson instructors

Develops lesson programs for all rider abilities and disciplines Teaches lessons

Marketing staff also helps with events and operations 9 to 5, 5 days per week

In charge of brochures Social media, Website, marketing

Theme event manager as needed

For our cavalry and themed events. Will coordinate all themed events and schedule special groups.

Possible ideas included in section g.

Hours of operation

7 days per week 9 am to 4 pm

May add more hours as demand increases. Hours of operation are subject to change as business, weather and operational requirements change.

Chaparral will hire a full-time night supervisor that will live on site. The night supervisor will be required to check all horse stalls to make sure horses are in good safe, check all locks and doors on offices and subsequent buildings, walk grounds to make sure area is safe. They will be required to have full knowledge of all evacuation requirements in case of an emergency overnight such as fire or act of nature. They will be responsible for checking all personal and county properties to make sure they are safe and in their proper place.

They will fill in night sheet check list and have a list of emergency numbers, owners contact information, emergency vet info, incident report forms and instructions to call day manager, county parks or Chaparral Ranch to report any issues or problems depending on the extent of the circumstance.

Maintenance Program to be performed by the Concessionaire as part of the concession operations:

Onsite manager will be responsible for maintenance.

On site stall cleaner and maintenance will live on site. They will be part of the security team, will clean stalls, bathrooms and other common areas.

All stalls will be cleaned daily. Chaparral will use the existing manure plan that is in place. Manure will be removed from the site at least once per week. This will keep the fly cycle to a minimum.

There will be water truck onsite for any dust issues.

Fly issues will be dealt with in a timely manner with non- pesticides as needed.

Customer Satisfaction:

Chaparral Ranch prides itself in excellent customer service.

Customer feedback is received through our Yelp review and our surveys. We are also very hands on with our clients. They are not just a commodity for us they are part of the Chaparral family. We hope to bring this same feel to Marina equestrian stables.

We ask all of our customers to come to us with feedback. Any complaints are dealt with utmost urgency and diligence. We encourage our customers to give us all positive and negative feedback. Any negative feedback is dealt with through conversation with our client and one on one customer care. We are more than willing to compensate any unhappy customers with either, a refund, gift certificate or free class.

EXHIBIT H

SUMMARY OF SERVICES AND UTILITIES

The following is a summary of service and utility responsibilities of City and Concessionaire:

Address:
2830 5th Ave

	N O T A P P L I C A B L E	C I T Y	C O N C E S S I O N A I R E	F R E Q U E N C Y
Paper Supplies, dispensers and waste containers (premises & restrooms)				
Light bulbs & fluorescent light tubes and starters				
Ballasts and transformers for fluorescent lights, light switches and electrical outlets				
Heating and air conditioning control switches				
Janitorial service for interior of premises (dust, waste removal, vacuum, mop, cleaning)				
Janitorial service for exterior of premises and common areas				
Carpet, tile and linoleum				
Gas				
Electric				
Water				
Window washing – interior				
Landscaping and gardening				
Drapes, blinds, window shades				
Kitchen appliances				
Refuse, rubbish & garbage disposal				
Pest control				
Other:				

Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Agreement.

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of repairs and maintenance responsibilities of City and Concessionaire:

	City	Concessionaire	Not Applicable
Foundations			
Exterior & Bearing Walls			
Roof			
Electrical Systems			
Lighting Systems			
Plumbing Systems			
Heating Systems			
Ventilation Systems			
Air Conditioning Systems			
Alarm Systems			
Plate Glass			
Windows & Window Frames			
Gutters, Drains, Downspouts			
Elevators			
Exterior Doors			
Floor Slabs			
Common Areas			
Ceilings			
Interior Walls			
Interior Doors			
Interior Surfaces & Windows			
Appliances & Fixtures			
Repainting of Interior Walls (every ____ years)			
Base and/or moldings			
Parking Lot Area			

Other:			
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Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Agreement.

Life Safety and ADA issues to be addressed by the City during the term of the agreement:

- The main exist should be upgraded to minimum 36" clear and be provided a level landing and walkway for ingress and egress as the rear of the building has a raised concrete step which is not accessible and cannot be used as ingress and egress.
- The electrical system is dated but appears to be functioning. A GFCI protected outlet should be provided adjacent to the sink.
- There does not appear to be a working heating system.
- The restroom is functioning but does not meet any ADA standards.

SUMMARY OF SERVICES AND UTILITIES

The following is a summary of service and utility responsibilities of City and Concessionaire:

Address:
2832 5th Ave

	N O T A P P L I C A B L E	C I T Y	C O N C E S S I O N A I R E	F R E Q U E N C Y
Paper Supplies, dispensers and waste containers (premises & restrooms)				
Light bulbs & fluorescent light tubes and starters				
Ballasts and transformers for fluorescent lights, light switches and electrical outlets				
Heating and air conditioning control switches				
Janitorial service for interior of premises (dust, waste removal, vacuum, mop, cleaning)				
Janitorial service for exterior of premises and common areas				
Carpet, tile and linoleum				
Gas				
Electric				
Water				
Window washing – interior				
Landscaping and gardening				
Drapes, blinds, window shades				
Kitchen appliances				
Refuse, rubbish & garbage disposal				
Pest control				
Other:				

Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Agreement.

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of repairs and maintenance responsibilities of City and Concessionaire:

	City	Concessionaire	Not Applicable
Foundations			
Exterior & Bearing Walls			
Roof			
Electrical Systems			
Lighting Systems			
Plumbing Systems			
Heating Systems			
Ventilation Systems			
Air Conditioning Systems			
Alarm Systems			
Plate Glass			
Windows & Window Frames			
Gutters, Drains, Downspouts			
Elevators			
Exterior Doors			
Floor Slabs			
Common Areas			
Ceilings			
Interior Walls			
Interior Doors			
Interior Surfaces & Windows			
Appliances & Fixtures			
Repainting of Interior Walls (every ____ years)			
Base and/or moldings			
Parking Lot Area			

Other:			
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Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Agreement.

Life Safety and ADA issues to be addressed by the City during the term of the agreement:

- It is unknown if electrical service is working on this building.
- The water heater may or may not be working, it unstrapped and does not meet seismic restraint requirements.
- There is an abundance of debris and clutter throughout the building and makes it unsafe to navigate through the interior.
- The access to the restroom is impeded and not accessible at this time.

SUMMARY OF SERVICES AND UTILITIES

The following is a summary of service and utility responsibilities of City and Concessionaire:

Address:
2834 5th Ave

	N O T A P P L I C A B L E	C I T Y	C O N C E S S I O N A I R E	F R E Q U E N C Y
Paper Supplies, dispensers and waste containers (premises & restrooms)				
Light bulbs & fluorescent light tubes and starters				
Ballasts and transformers for fluorescent lights, light switches and electrical outlets				
Heating and air conditioning control switches				
Janitorial service for interior of premises (dust, waste removal, vacuum, mop, cleaning)				
Janitorial service for exterior of premises and common areas				
Carpet, tile and linoleum				
Gas				
Electric				
Water				
Window washing – interior				
Landscaping and gardening				
Drapes, blinds, window shades				
Kitchen appliances				
Refuse, rubbish & garbage disposal				
Pest control				
Other:				

Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Agreement.

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of repairs and maintenance responsibilities of: City and Concessionaire:

	City	Concessionaire	Not Applicable
Foundations			
Exterior & Bearing Walls			
Roof			
Electrical Systems			
Lighting Systems			
Plumbing Systems			
Heating Systems			
Ventilation Systems			
Air Conditioning Systems			
Alarm Systems			
Plate Glass			
Windows & Window Frames			
Gutters, Drains, Downspouts			
Elevators			
Exterior Doors			
Floor Slabs			
Common Areas			
Ceilings			
Interior Walls			
Interior Doors			
Interior Surfaces & Windows			
Appliances & Fixtures			
Repainting of Interior Walls (every ____ years)			
Base and/or moldings			
Parking Lot Area			

Other:			
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Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Agreement.

Life Safety and ADA issues to be addressed by the City during the term of the agreement:

- The stable buildings appear to be adequate for their use.
- The electrical system is dated but appears to be working but overall condition unknown.
- The existing restroom is not accessible and would require major re-construction to meet the requirements.

SUMMARY OF SERVICES AND UTILITIES

The following is a summary of service and utility responsibilities of City and Concessionaire:

Address:
2836 5th Ave

	NOT APPLICABLE	CITY	CONCESSIONAIRE	FREQUENCY
Paper Supplies, dispensers and waste containers (premises & restrooms)				
Light bulbs & fluorescent light tubes and starters				
Ballasts and transformers for fluorescent lights, light switches and electrical outlets				
Heating and air conditioning control switches				
Janitorial service for interior of premises (dust, waste removal, vacuum, mop, cleaning)				
Janitorial service for exterior of premises and common areas				
Carpet, tile and linoleum				
Gas				
Electric				
Water				
Window washing – interior				
Landscaping and gardening				
Drapes, blinds, window shades				
Kitchen appliances				
Refuse, rubbish & garbage disposal				
Pest control				
Other:				

Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Agreement.

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of repairs and maintenance responsibilities of City and Concessionaire:

	City	Concessionaire	Not Applicable
Foundations			
Exterior & Bearing Walls			
Roof			
Electrical Systems			
Lighting Systems			
Plumbing Systems			
Heating Systems			
Ventilation Systems			
Air Conditioning Systems			
Alarm Systems			
Plate Glass			
Windows & Window Frames			
Gutters, Drains, Downspouts			
Elevators			
Exterior Doors			
Floor Slabs			
Common Areas			
Ceilings			
Interior Walls			
Interior Doors			
Interior Surfaces & Windows			
Appliances & Fixtures			
Repainting of Interior Walls (every ____ years)			
Base and/or moldings			
Parking Lot Area			

Other:			
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Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Agreement.

Life Safety and ADA issues to be addressed by the City during the term of the agreement:

- The stable buildings appear to be adequate for their use.
- The electrical system is dated but appears to be working but overall condition unknown.
- The existing restroom is not accessible and would require major re-construction to meet the requirements.

SUMMARY OF SERVICES AND UTILITIES

The following is a summary of service and utility responsibilities of City and Concessionaire:

Address:
2838 5th Ave

	N O T A P P L I C A B L E	C I T Y	C O N C E S S I O N A I R E	F R E Q U E N C Y
Paper Supplies, dispensers and waste containers (premises & restrooms)				
Light bulbs & fluorescent light tubes and starters				
Ballasts and transformers for fluorescent lights, light switches and electrical outlets				
Heating and air conditioning control switches				
Janitorial service for interior of premises (dust, waste removal, vacuum, mop, cleaning)				
Janitorial service for exterior of premises and common areas				
Carpet, tile and linoleum				
Gas				
Electric				
Water				
Window washing – interior				
Landscaping and gardening				
Drapes, blinds, window shades				
Kitchen appliances				
Refuse, rubbish & garbage disposal				
Pest control				
Other:				

Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Agreement.

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of repairs and maintenance responsibilities of City and Concessionaire:

	City	Concessionaire	Not Applicable
Foundations			
Exterior & Bearing Walls			
Roof			
Electrical Systems			
Lighting Systems			
Plumbing Systems			
Heating Systems			
Ventilation Systems			
Air Conditioning Systems			
Alarm Systems			
Plate Glass			
Windows & Window Frames			
Gutters, Drains, Downspouts			
Elevators			
Exterior Doors			
Floor Slabs			
Common Areas			
Ceilings			
Interior Walls			
Interior Doors			
Interior Surfaces & Windows			
Appliances & Fixtures			
Repainting of Interior Walls (every ____ years)			
Base and/or moldings			
Parking Lot Area			

Other:			
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Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Agreement.

Life Safety and ADA issues to be addressed by the City during the term of the agreement:

- There are no working utilities in this building and conditions are unknown.
- There are additions on either side of the original structure which are substandard and should be removed.

Exhibit I Insurance

Concessionaire shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with Concessionaire's operation and use of the Property. The cost of such insurance shall be borne by the Concessionaire.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automotive Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. (This applies to Concessionaires with employees).
4. **Property insurance** against all risks of loss to any Concessionaire improvements or betterments, at full replacement cost with no coinsurance penalty provision.
5. **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.

If the Concessionaire maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Concessionaire. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this Agreement, Concessionaire's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Concessionaire's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies

Umbrella or Excess Policy

Concessionaire may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Legal Liability Coverage

The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Concessionaire hereby grants to City a waiver of any right to subrogation which any insurer of said Concessionaire may acquire against the City by virtue of the payment of any loss under such insurance. Concessionaire agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Concessionaire to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Concessionaire who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Concessionaire to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City.

Verification of Coverage

Concessionaire shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and **a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Concessionaire's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances

Exhibit J

Proposed Program of Utilization

This is a Program of Utilization for property known as the "Marina Equestrian Center" (herein referred to as "MEC"), deeded from the US Government to the City of Marina on April 13, 1998 under the National Park Service's Federal Lands to Parks Program.

This program of utilization specifies the use of the property consistent with the Quitclaim Deed recorded in the County of Monterey on April 24, 1998; and specifies budget, time for completion and environmental impacts.

Physical Description

The MEC is an approximately 35-acre facility bound by Ninth Street on the south, California Avenue to the west, Imjin Parkway to the north and the former post stockade to the east. The site includes five of the six original buildings of the 1941 Fort Ord Station Veterinary Hospital, three arenas, one round pen, 73 horse stalls, and 33 horse turnouts. Unrelated existing structures on the site are a portable building formerly used by the Army Corps of Engineers, and a shortwave radio building with accompanying radio antennas. There is a cell tower on the site from which additional monthly income for park development is generated.

Purpose

Geographically, Marina is without dispute the northern gateway to the Monterey Peninsula, Fort Ord National Monument, and Fort Ord Dunes State Park. The MEC will be key in Marina's plans to market this identity, besides being a recreational draw in itself.

The MEC shall serve the residents of the City of Marina and tourists to the Monterey Peninsula as a multi-use recreational facility with a primary focus on outdoor recreation serving as a primary connection between the urban and natural resources of the City of Marina by capitalizing on its proximity and connections to the newly designated Fort Ord National Monument (Department of the Interior) and the Fort Ord Dunes State Park (California State Parks). It will serve as a spacious public park with natural landscapes, stables, horse and bicycle rentals; serve as a recreation hub for activities by individuals and groups; and be a venue for public events and celebrations for the city and region. Community access and programming will be developed for the radio and portable buildings in coordination with recreation and cultural programs provided by the City alone and in cooperation with regional park programming providers.

The park is half a mile from another Lands to Parks transfer, consisting of 12 acres at 8th Street and 2nd Avenue. With proper planning, the MEC will connect the two federally granted parks and provide much-coveted northern gateway to the Monterey Bay at Fort Ord Dunes State Park. The existing Monterey Bay Coastal Trail through the state park enables recreationers to travel 29 miles between Castroville to the north and Asilomar/Pacific Grove to the south. Trekkers will branch off the coastal trail into Marina and to the MEC for amenities, services, rental of horses and bikes, and greenway access to Fort Ord National Monument.

In addition to the connection between the urban and natural worlds the park will provide a connection between Fort Ord's past and present. Combining a location rich in recreational potential with structures whose history unites a number of compelling themes, the park will beckon locals and visitors to exploration and refreshment. With enhancement of naturalistic landscapes, the addition of scenic walking paths and facilities for picnics, horse/bicycle rentals, outdoor recreation, and public and private events, the MEC shall be the emblem of Marina excellence in recreation, as Golden Gate Park is for San Francisco.

In addition to creating new and needed recreational opportunities, the proposal further benefits the public by potentially anchoring a new community identity, creating jobs, and supporting the local economy. The City of Marina and its residents have identified these benefits as goals consistent with the community's vision (City of Marina, 2003).

Outdoor recreation is a \$46B annual industry in California. Marina's weather, location, and the resources given by the Army on the breakup of Fort Ord, including airport, beach, equestrian center, and trail system make it an ideal destination for outdoor recreation tourists.

Concept Plan

Outdoor recreation is prescribed by the Fort Ord Base Reuse Plan. The City of Marina is already an outdoor recreation venue on the Peninsula. The MEC is very well situated to provide both a destination venue and to fulfill the desired connection between the urban and natural resources of the City of Marina, and the City with the newly designated Fort Ord National Monument and the Fort Ord Dunes State Park.

The MEC will provide and manage significant new public outdoor recreation opportunities for all on the park site and the surrounding area. It will serve as both a venue and a recreation hub for residents and tourists to enjoy the horseback riding, off-road and on-road bicycling, and hiking. The equestrian facilities on the site will be available for public use, horse rentals, lessons, guided trail rides, both temporary and some private, long-term boarding, and multiple disciplines of equine therapy. All amenities will promote informal and structured cultural and recreational opportunities. All recreational opportunities will be available to the local and regional public, and insofar as possible be accessible for people with disabilities. Associated parking and other required support amenities will be included as part of the development of the site.

The MEC's second major connection is cultural. Thematically, the park will capitalize on the five Fort Ord Station Veterinary Hospital structures, which provide an excellent example of the mobilization-style construction now fast disappearing on Fort Ord. This medical facility is a significant landmark in the history of warfare, represented the final years of horse use by U.S. cavalry and field artillery. The continuity of use and unaltered appearance of the structures create an opportunity for living history. Historical continuity will also be an important aspect of MEC design and branding. The park will have a retro military theme for signage, accouterments, and amenities, to contribute to the singular identity of the venue and to avoid stylistic clashes when used for living history events. The buildings have been identified as the last existing World War II era veterinary hospital in the United States.

FUNCTIONS OF THE MARINA EQUESTRIAN CENTER**Public Park**

The MEC will serve as a community park with picnic area, benches, landscaping, bike racks, and walking paths for visitors.

The area north of 9th Street, east of California Avenue and west of the large arena, south of the small arena will be closed to vehicular traffic. This southeast corner of the property, in and around the historical structures lining California Street (the C-5 Building and Colic Building and its surrounding area) will be most heavily used for general park purposes. The large open space between these buildings and the main arena will serve as picnic area, a place for public and private events. Addition of picnic facilities, barbecues, bench seating, and landscape will transform this area and provide an inviting place to meet, eat and mingle. The addition of a gazebo will provide a stage, enhancing both private and public events.

Hiking paths will be developed through the natural landscape of the northwestern portion of the property. A trail will traverse the northern perimeter of the property along Imjin Parkway to further the objective of creating connections for multiple disciplines of recreational users and commuters to the residential neighborhoods of Marina. Developing a run/walk path between the park and Peninsula Wellness Center to the west along Imjin Parkway will encourage development of a cooperative, outdoor fitness program for fitness center members and its patients.

Landscaping will pay homage to traditional military and national-park practices such as white-painted rocks demarking flowerbeds. Additional trees will be added to soften sea breezes and improve shade and aesthetics. Nature trails will draw visitors into the natural, coastal landscape. Interpretive signage will enhance the knowledge and enjoyment. Vista points will be accessed by trails and enhanced with installation of seating.

Trails and Recreation Hub

The City of Marina will capitalize on the open space corridor prescribed in Fort Ord Reuse Plan Map 3.6-1. The MEC will provide trailhead amenities as set forth in the land application submitted by the City of Marina to the National Park in a letter of May 25, 1994, citing “the need to keep the stables open at Fort Ord to provide public recreation and to take advantage of the extensive trail system currently available, particularly in the north-easterly region of the base.” Connection with the trail system is an extremely valuable aspect of the MEC, both in economic and recreational terms. The MEC will provide bike racks, hitching posts, trailer parking, and water for man, horse, and dog, maps, restrooms, picnic tables, and other typical recreation hub amenities, including a snack shop. The City will also plan a route for the “Beach to National Monument” that connects with the MEC and the second Lands to Parks transfer at 8th Street and 2nd Avenue.

Cultural and Educational Center

Stabilization and revitalization of the veterinary hospital buildings will allow for interpretation of the buildings in their original use as well as stress the broader scope of military presence on the Monterey Peninsula; provide meeting and event space; provide a venue for historical displays

both from Fort Ord and other military periods of interest; and incorporate a Marina visitor center and reception area with brochures and maps. Installation of equipment to accommodate automated slide-talks and/or movie programming that tells the history of the Fort, Marina and the County through photos and films will be incorporated. The story of the soldier and the warhorse may be further illustrated with reenactments and demonstrations in the equestrian portion of the park.

The MEC will be integrated into Marina life as a destination for annual school trips and senior outings, rec department activities, and community events. Children's horse, art, and nature day-camps will be offered in the summer. Instruction will be provided by volunteer docents, groups, and businesses or city or school district staff. Space for these classes will be available in the C-5, Colic, C-6, and portable and radio buildings.

Focuses may include:

- Fort Ord and Presidio of Monterey history
- site history
- equestrian topics
- native plants
- Native American history
- leave-no-trace trail principles
- bike-horse safety
- art
- shortwave radio and citizens' emergency response

Equestrian Center

Utilization of the property as an equestrian center was the guiding purpose of the land grant from the National Park Service through the Federal Lands to Parks program. In its application letter, dated May 25, 1994, the City of Marina cites a need to "operate the stables for community benefit and to make the stables available to military families, as well as the civilian community at large. Recently F.O.R.G. (the Fort Ord Reuse Group) amended the reuse plan to allow the use of a stable in the area it is currently located."

The equestrian functions of the property will continue. The City currently is engaged in preparation of a Request for Proposal for a concessionaire to restructure and manage equestrian uses of the park, with the specific direction to increase public uses and access. Guided trail rides, lessons, and equine activities are to be offered to the public.

The ability to rent horses for riding lessons and guided trail rides will be a significant feature of the park. The facility will also accommodate transient horse use by enabling tourists to board horses for a day or for the duration of a longer stay in our local hotels/motels and for equine events.

~~A portion of the existing stables will be available for self-care and full-care boarding. Fees for these services will be at market rate, although City of Marina residents may receive a resident discount. This is not to suggest fewer privately owned horses, but rather better management of the space available to minimize the area dedicated to private use. Partial funding of the planned park improvements is dependent upon generation of revenues from horse boarding.~~

Qualified providers will offer a variety of horse-based therapeutic programs such as PATH, EAGALA, and Horses for Heroes.

Public-event Venue

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The proposed facility would provide significantly increased access to quality recreation opportunities for this population in a unique park.

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The military used this site for equestrian recreation when Fort Ord was an army base. This proposal would improve currently under-utilized equestrian resources to allow increased public recreational opportunities for both the horse enthusiast and the passive observer. This plan will expand the use of the facilities and create an equestrian and outdoor recreation venue for the 3.3 million tourists annually to the Monterey Peninsula, in addition to its residents.

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In addition, the following statements contained in the document further support the proposed use:

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Objective 7-2: Explore the development of new regional-based recreational facilities.

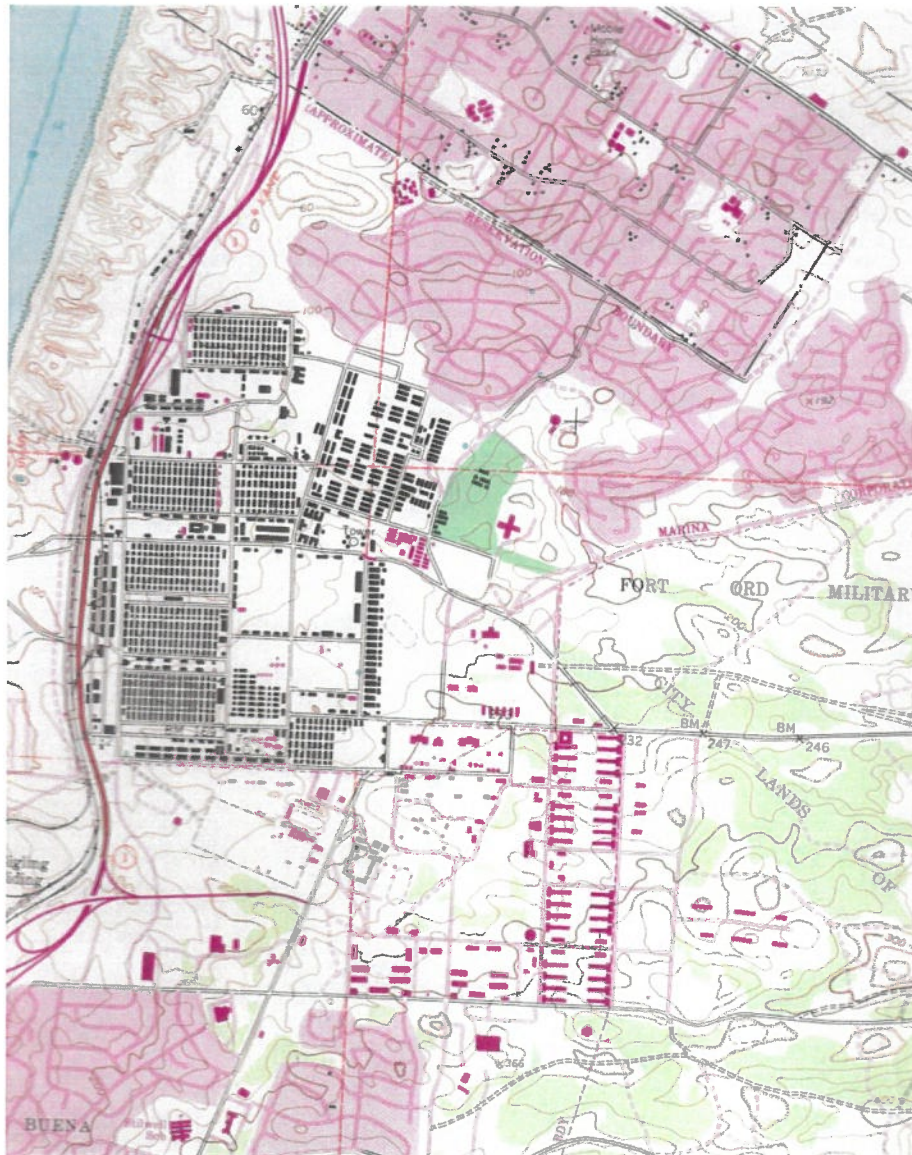
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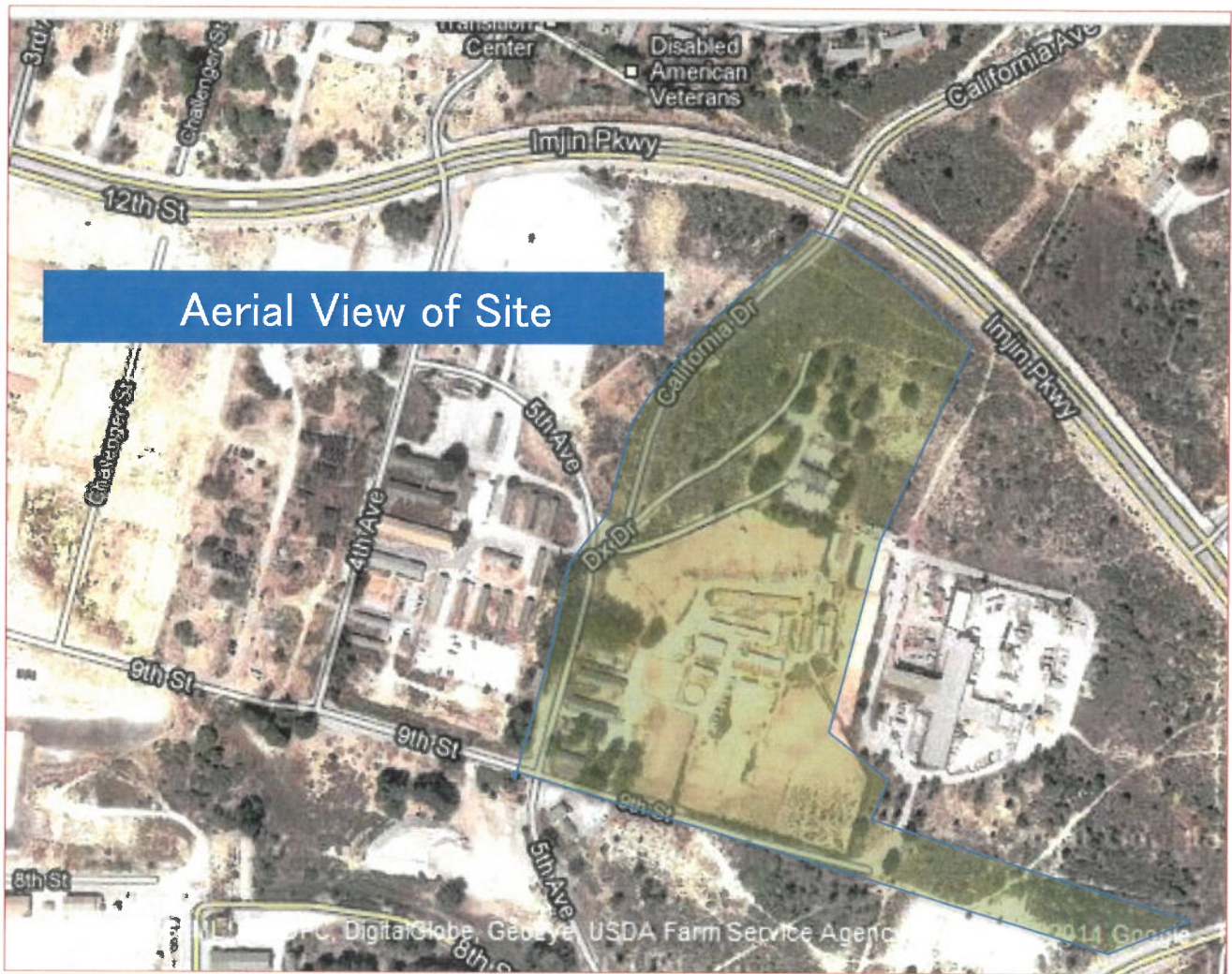
Summary

Overall, the proposed project meets or exceeds the approved recreational goals and objectives set forth in the guiding documents that govern the use of the MEC and enables the City of Marina to achieve its recreation and open space objectives. The proposed use provides the City of Marina with a unique and significant public recreational opportunity that is consistent with the community's vision for the future of the City.

United States
Geological
Survey Map
1976

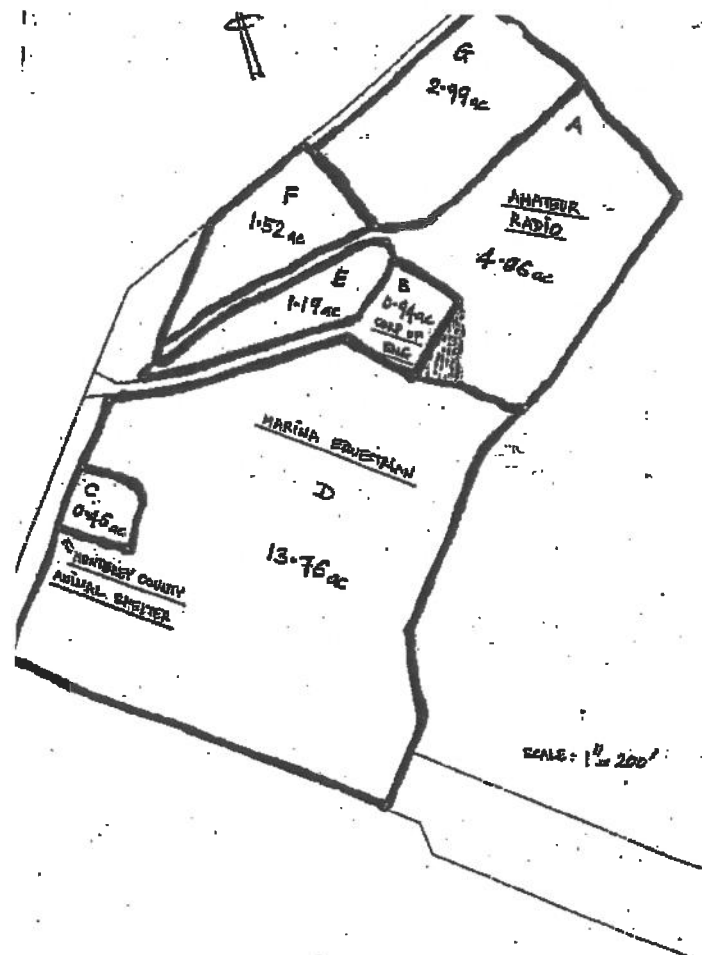


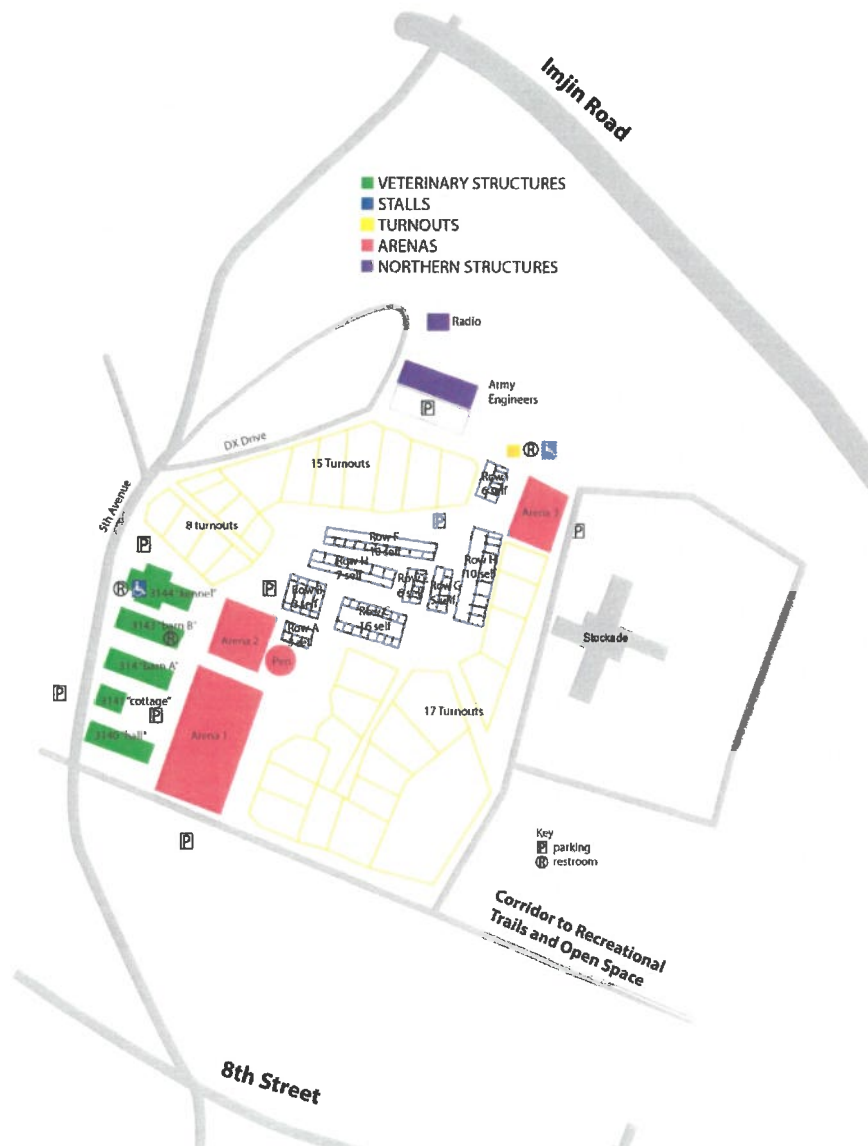




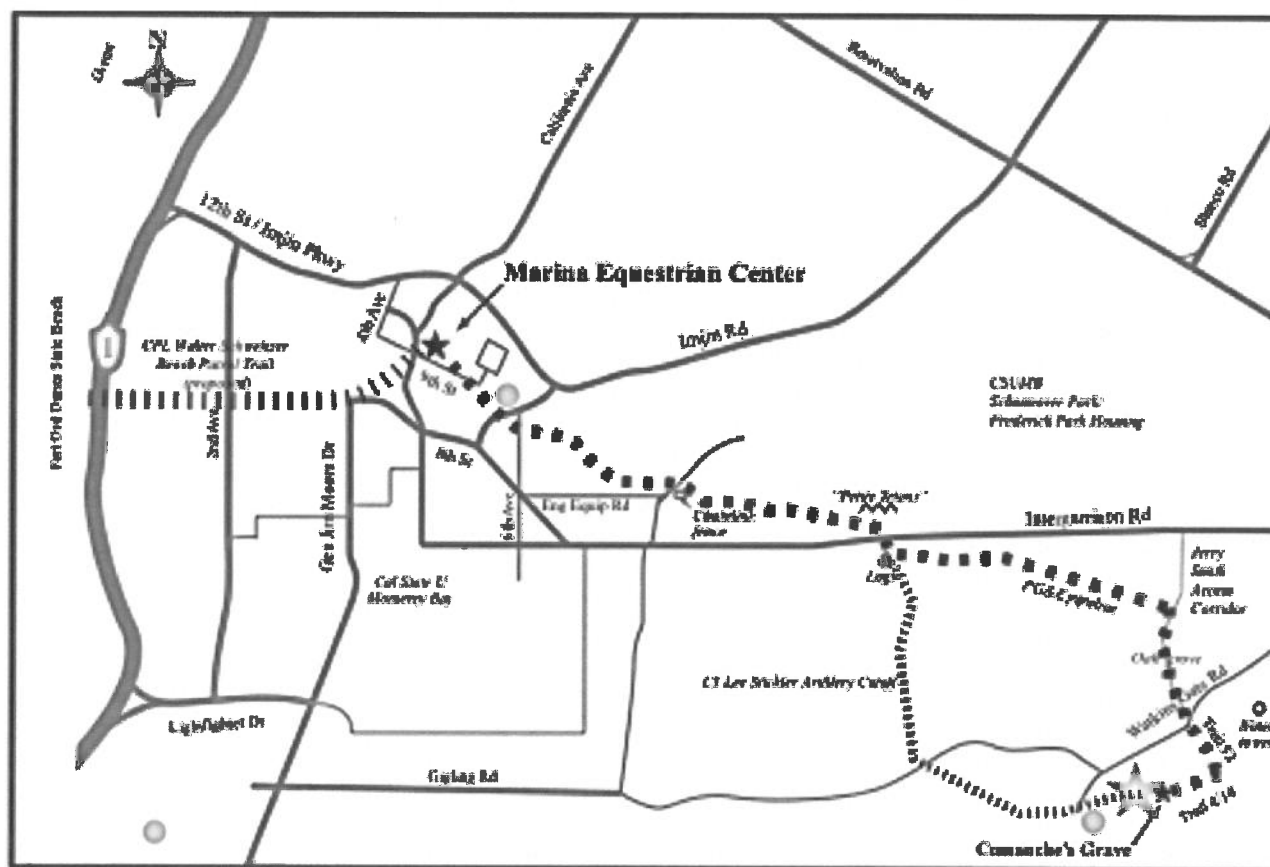
Current Configuration

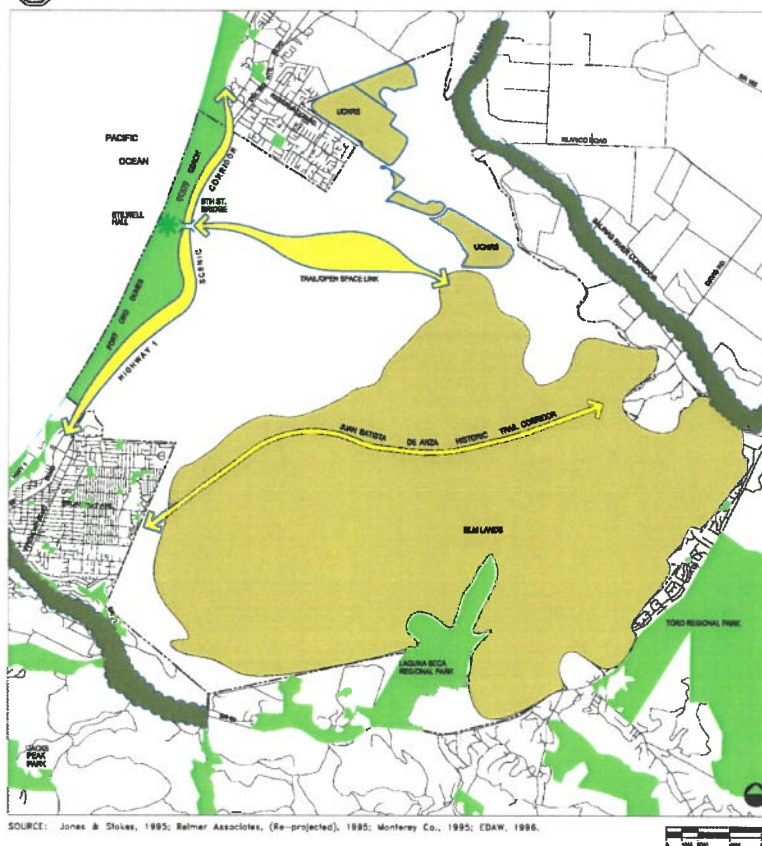
- 14 acres of stables
- Amateur Radio Station
- *Unoccupied* Army Corps of Engineers Building
- *Unoccupied* dog kennel
- 100'-wide trail extending towards open space





Trails from Marina Equestrian Center Trailhead



 FORT ORD REUSE PLAN

LEGEND:

-  Riparian/Educational Corridor
  Trail/Open Space Link
-  Parks/Open Space
  Major Projected Habitat
- BLM: Bureau of Land Management
 UCNR: University of California
 Natural Reserve System

FORARREC.DWG
EMC Planning Group Inc. Rev.: 6/7/01 9:37 PM

FIGURE 3.6-1
REGIONAL OPEN SPACE SYSTEM

From: Siegenthaler, David [mailto:david_siegenthaler@nps.gov]
Sent: Thursday, January 12, 2017 5:10 PM
To: Gail Morton; Layne Long
Cc: Terry Siegrist
Subject: Marina Equestrian Center Program of Utilization

In September 2013 we received an updated draft Program of Utilization (POU) for the 27.24-acre Marina Equestrian Center ("MEC POU Approved by Council 7-16-2013"). Since that time we have had several conversations regarding implementation of a Program of Utilization at the site, and our reservations regarding approval of a POU that contained a statement that some areas would still be dedicated to private use. We also understood that there may be some local controversy regarding the highest and best public recreational use to which the property should be put that perhaps the City was still in the process of resolving. In general, however, we find that the proposed utilization plan represents an improved approach to opening the area to public recreational use and would meet NPS requirements for consistency with the terms of the property transfer, with one caveat.

The one area of major concern for us is the private boarding of horses. The first priority, as we understand your POU, would be for stabling horses needed for lessons and rentals, as well as some short-term boarding for visitors coming to the area to use the trails. Those very clearly serve the public park purpose.

Private long-term boarding of horses is not a public recreational use of the site. As we have stated in previous communications, boarding of horses is not precluded as a legitimate public recreational use of the park in certain circumstances. Those circumstances require that boarding of horses be structured such that it is a public use, not one that establishes a long-term right of exclusive occupancy. This requires a fair allocation system for boarding opportunities – such as waiting lists, rotations, and award of limited duration (even if longer than short-term) boarding contracts with no guarantee of renewal that allow broad public use. Boarding of horses for anything more than short-term periods, if allowed at all, should use a small percentage of the boarding space available. The presence of privately owned boarded horses may not impede the public access to and use of the park. Horses owned by a concessionaire that are used for public rental, trail rides, and riding instruction may reside at the stables while in such service. No portion of the park may be dedicated to private use.

The proposed POU remarks that park improvements depend upon income from horse boarding. As stated above and previously, the park is restricted to use only for park and public recreation area purposes. Therefore any activity conducted on the site must be for that purpose. Generation of revenues by a non-public-recreational use may not be justified on the basis of its eventual economic support of the park. Therefore, any boarding that occurs, must be carried out as a public use. Also, under the terms of the deed, any revenues generated on the parkland must be channeled back to park maintenance, operations, and improvements.

With the proviso that the City establishes a suitable plan to make boarding of horses an equitable public park use, we concur in the revised program of utilization presented in the referenced 2013 document.

We assume that any site plans that would alter the facilities or use of the area would be subject to compliance with state and local requirements regarding environmental and cultural resources.

As a reminder, the area must be permanently and clearly signed as land that was received from the federal government for use as a public park. Our current guidance is for the following language: "This park land was acquired through the FEDERAL LANDS TO PARKS PROGRAM of the United States Department of the Interior, National Park Service, for use by the general public".

As you know, any concession or license agreements must be reviewed by the National Park Service for consistency with the terms of the transfer. Leases and granting of easements or any property rights, are not allowed.

Biennial Reports are also required under the terms of the transfer, and should be submitted to NPS by the City of Marina, not by a licensee or concessionaire. They should include reports of park use and condition, revenues and expenditures, capital improvements, management issues, and a certification regarding non-discrimination and use of revenues. We have a standard form available for this purpose.

Please let me know if you have questions or concerns about any of this, and best wishes to you in the next phase of this project.

Sincerely,

David Siegenthaler
Pacific West Region
National Park Service
333 Bush Street, Suite 500
San Francisco, CA 94104-2828
V: 415-623-2334
F: 415-623-2387

Federal Lands to Parks
Land and Water Conservation Fund
Urban Park and Recreation Recovery Program
National Historic Lighthouse Preservation Program

Exhibit B

Proposed Program of Utilization

This is a Program of Utilization for property known as the "Marina Equestrian Center" (herein referred to as "MEC"), deeded from the US Government to the City of Marina on April 13, 1998 under the National Park Service's Federal Lands to Parks Program.

This program of utilization specifies the use of the property consistent with the Quitclaim Deed recorded in the County of Monterey on April 24, 1998; and specifies budget, time for completion and environmental impacts.

Physical Description

The MEC is an approximately 35-acre facility bound by Ninth Street on the south, California Avenue to the west, Imjin Parkway to the north and the former post stockade to the east. The site includes five of the six original buildings of the 1941 Fort Ord Station Veterinary Hospital, three arenas, one round pen, 73 horse stalls, and 33 horse turnouts. Unrelated existing structures on the site are a portable building formerly used by the Army Corps of Engineers, and a shortwave radio building with accompanying radio antennas. There is a cell tower on the site from which additional monthly income for park development is generated.

Purpose

Geographically, Marina is without dispute the northern gateway to the Monterey Peninsula, Fort Ord National Monument, and Fort Ord Dunes State Park. The MEC will be key in Marina's plans to market this identity, besides being a recreational draw in itself.

The MEC shall serve the residents of the City of Marina and tourists to the Monterey Peninsula as a multi-use recreational facility with a primary focus on outdoor recreation serving as a primary connection between the urban and natural resources of the City of Marina by capitalizing on its proximity and connections to the newly designated Fort Ord National Monument (Department of the Interior) and the Fort Ord Dunes State Park (California State Parks). It will serve as a spacious public park with natural landscapes, stables, horse and bicycle rentals; serve as a recreation hub for activities by individuals and groups; and be a venue for public events and celebrations for the city and region. Community access and programming will be developed for the radio and portable buildings in coordination with recreation and cultural programs provided by the City alone and in cooperation with regional park programming providers.

The park is half a mile from another Lands to Parks transfer, consisting of 12 acres at 8th Street and 2nd Avenue. With proper planning, the MEC will connect the two federally granted parks and provide much-coveted northern gateway to the Monterey Bay at Fort Ord Dunes State Park. The existing Monterey Bay Coastal Trail through the state park enables recreationers to travel 29 miles between Castroville to the north and Asilomar/Pacific Grove to the south. Trekkers will branch off the coastal trail into Marina and to the MEC for amenities, services, rental of horses and bikes, and greenway access to Fort Ord National Monument.

In addition to the connection between the urban and natural worlds the park will provide a connection between Fort Ord's past and present. Combining a location rich in recreational potential with structures whose history unites a number of compelling themes, the park will beckon locals and visitors to exploration and refreshment. With enhancement of naturalistic landscapes, the addition of scenic walking paths and facilities for picnics, horse/bicycle rentals, outdoor recreation, and public and private events, the MEC shall be the emblem of Marina excellence in recreation, as Golden Gate Park is for San Francisco.

In addition to creating new and needed recreational opportunities, the proposal further benefits the public by potentially anchoring a new community identity, creating jobs, and supporting the local economy. The City of Marina and its residents have identified these benefits as goals consistent with the community's vision (City of Marina, 2003).

Outdoor recreation is a \$46B annual industry in California. Marina's weather, location, and the resources given by the Army on the breakup of Fort Ord, including airport, beach, equestrian center, and trail system make it an ideal destination for outdoor recreation tourists.

Concept Plan

Outdoor recreation is prescribed by the Fort Ord Base Reuse Plan. The City of Marina is already an outdoor recreation venue on the Peninsula. The MEC is very well situated to provide both a destination venue and to fulfill the desired connection between the urban and natural resources of the City of Marina, and the City with the newly designated Fort Ord National Monument and the Fort Ord Dunes State Park.

The MEC will provide and manage significant new public outdoor recreation opportunities for all on the park site and the surrounding area. It will serve as both a venue and a recreation hub for residents and tourists to enjoy the horseback riding, off-road and on-road bicycling, and hiking. The equestrian facilities on the site will be available for public use, horse rentals, lessons, guided trail rides, both temporary and some private, long-term boarding, and multiple disciplines of equine therapy. All amenities will promote informal and structured cultural and recreational opportunities. All recreational opportunities will be available to the local and regional public, and insofar as possible be accessible for people with disabilities. Associated parking and other required support amenities will be included as part of the development of the site.

The MEC's second major connection is cultural. Thematically, the park will capitalize on the five Fort Ord Station Veterinary Hospital structures, which provide an excellent example of the mobilization-style construction now fast disappearing on Fort Ord. This medical facility is a significant landmark in the history of warfare, represented the final years of horse use by U.S. cavalry and field artillery. The continuity of use and unaltered appearance of the structures create an opportunity for living history. Historical continuity will also be an important aspect of MEC design and branding. The park will have a retro military theme for signage, accouterments, and amenities, to contribute to the singular identity of the venue and to avoid stylistic clashes when used for living history events. The buildings have been identified as the last existing World War II era veterinary hospital in the United States.

FUNCTIONS OF THE MARINA EQUESTRIAN CENTER

Public Park

The MEC will serve as a community park with picnic area, benches, landscaping, bike racks, and walking paths for visitors.

The area north of 9th Street, east of California Avenue and west of the large arena, south of the small arena will be closed to vehicular traffic. This southeast corner of the property, in and around the historical structures lining California Street (the C-5 Building and Colic Building and its surrounding area) will be most heavily used for general park purposes. The large open space between these buildings and the main arena will serve as picnic area, a place for public and private events. Addition of picnic facilities, barbecues, bench seating, and landscape will transform this area and provide an inviting place to meet, eat and mingle. The addition of a gazebo will provide a stage, enhancing both private and public events.

Hiking paths will be developed through the natural landscape of the northwestern portion of the property. A trail will traverse the northern perimeter of the property along Imjin Parkway to further the objective of creating connections for multiple disciplines of recreational users and commuters to the residential neighborhoods of Marina. Developing a run/walk path between the park and Peninsula Wellness Center to the west along Imjin Parkway will encourage development of a cooperative, outdoor fitness program for fitness center members and its patients.

Landscaping will pay homage to traditional military and national-park practices such as white-painted rocks demarking flowerbeds. Additional trees will be added to soften sea breezes and improve shade and aesthetics. Nature trails will draw visitors into the natural, coastal landscape. Interpretive signage will enhance the knowledge and enjoyment. Vista points will be accessed by trails and enhanced with installation of seating.

Trails and Recreation Hub

The City of Marina will capitalize on the open space corridor prescribed in Fort Ord Reuse Plan Map 3.6-1. The MEC will provide trailhead amenities as set forth in the land application submitted by the City of Marina to the National Park in a letter of May 25, 1994, citing “the need to keep the stables open at Fort Ord to provide public recreation and to take advantage of the extensive trail system currently available, particularly in the north-easterly region of the base.” Connection with the trail system is an extremely valuable aspect of the MEC, both in economic and recreational terms. The MEC will provide bike racks, hitching posts, trailer parking, and water for man, horse, and dog, maps, restrooms, picnic tables, and other typical recreation hub amenities, including a snack shop. The City will also plan a route for the “Beach to National Monument” that connects with the MEC and the second Lands to Parks transfer at 8th Street and 2nd Avenue.

Cultural and Educational Center

Stabilization and revitalization of the veterinary hospital buildings will allow for interpretation of the buildings in their original use as well as stress the broader scope of military presence on the Monterey Peninsula; provide meeting and event space; provide a venue for historical displays

both from Fort Ord and other military periods of interest; and incorporate a Marina visitor center and reception area with brochures and maps. Installation of equipment to accommodate automated slide-talks and/or movie programming that tells the history of the Fort, Marina and the County through photos and films will be incorporated. The story of the soldier and the warhorse may be further illustrated with reenactments and demonstrations in the equestrian portion of the park.

The MEC will be integrated into Marina life as a destination for annual school trips and senior outings, rec department activities, and community events. Children's horse, art, and nature day-camps will be offered in the summer. Instruction will be provided by volunteer docents, groups, and businesses or city or school district staff. Space for these classes will be available in the C-5, Colic, C-6, and portable and radio buildings.

Focuses may include:

- Fort Ord and Presidio of Monterey history
- site history
- equestrian topics
- native plants
- Native American history
- leave-no-trace trail principles
- bike-horse safety
- art
- shortwave radio and citizens' emergency response

Equestrian Center

Utilization of the property as an equestrian center was the guiding purpose of the land grant from the National Park Service through the Federal Lands to Parks program. In its application letter, dated May 25, 1994, the City of Marina cites a need to "operate the stables for community benefit and to make the stables available to military families, as well as the civilian community at large. Recently F.O.R.G. (the Fort Ord Reuse Group) amended the reuse plan to allow the use of a stable in the area it is currently located."

The equestrian functions of the property will continue. The City currently is engaged in preparation of a Request for Proposal for a concessionaire to restructure and manage equestrian uses of the park, with the specific direction to increase public uses and access. Guided trail rides, lessons, and equine activities are to be offered to the public.

The ability to rent horses for riding lessons and guided trail rides will be a significant feature of the park. The facility will also accommodate transient horse use by enabling tourists to board horses for a day or for the duration of a longer stay in our local hotels/motels and for equine events.

A portion of the existing stables will be available for self-care and full-care boarding. Fees for these services will be at market rate, although City of Marina residents may receive a resident discount. This is not to suggest fewer privately owned horses, but rather, better management of the space available to minimize the area dedicated to private use. Partial funding of the planned park improvements is dependent upon generation of revenues from horse boarding.

Qualified providers will offer a variety of horse-based therapeutic programs such as PATH, EAGALA, and Horses for Heroes.

Public-event Venue

Public events such as history days, Halloween, Veterans Day, and other holiday celebrations put on by City of Marina and partners, as well as lectures, and meetings will be accommodated in and around the buildings. The buildings will provide multiple private party and meeting venues. Uses are expected to include city-sponsored activities and events as well as use of the buildings and grounds for weddings, birthdays, and other private events. Possible addition of a gazebo may enhance these uses. Currently the C-5 building will accommodate approximately 75 seats for meetings and has a sink/prep/storage area with no oven. The Colic Building contains a kitchen with oven and small stage/meeting area. The portable building will also accommodate such use.

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The proposed facility would provide significantly increased access to quality recreation opportunities for this population in a unique park.

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The military used this site for equestrian recreation when Fort Ord was an army base. This proposal would improve currently under-utilized equestrian resources to allow increased public recreational opportunities for both the horse enthusiast and the passive observer. This plan will expand the use of the facilities and create an equestrian and outdoor recreation venue for the 3.3 million tourists annually to the Monterey Peninsula, in addition to its residents.

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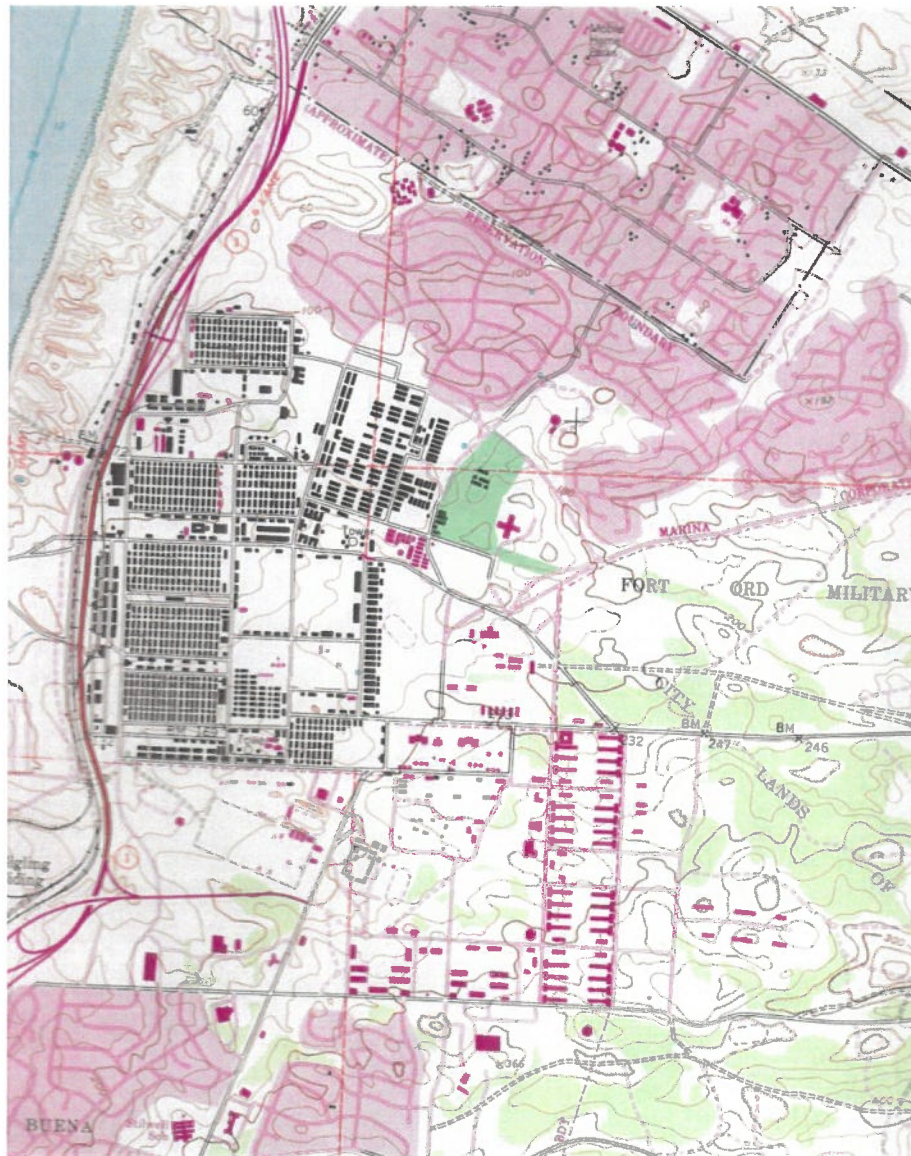
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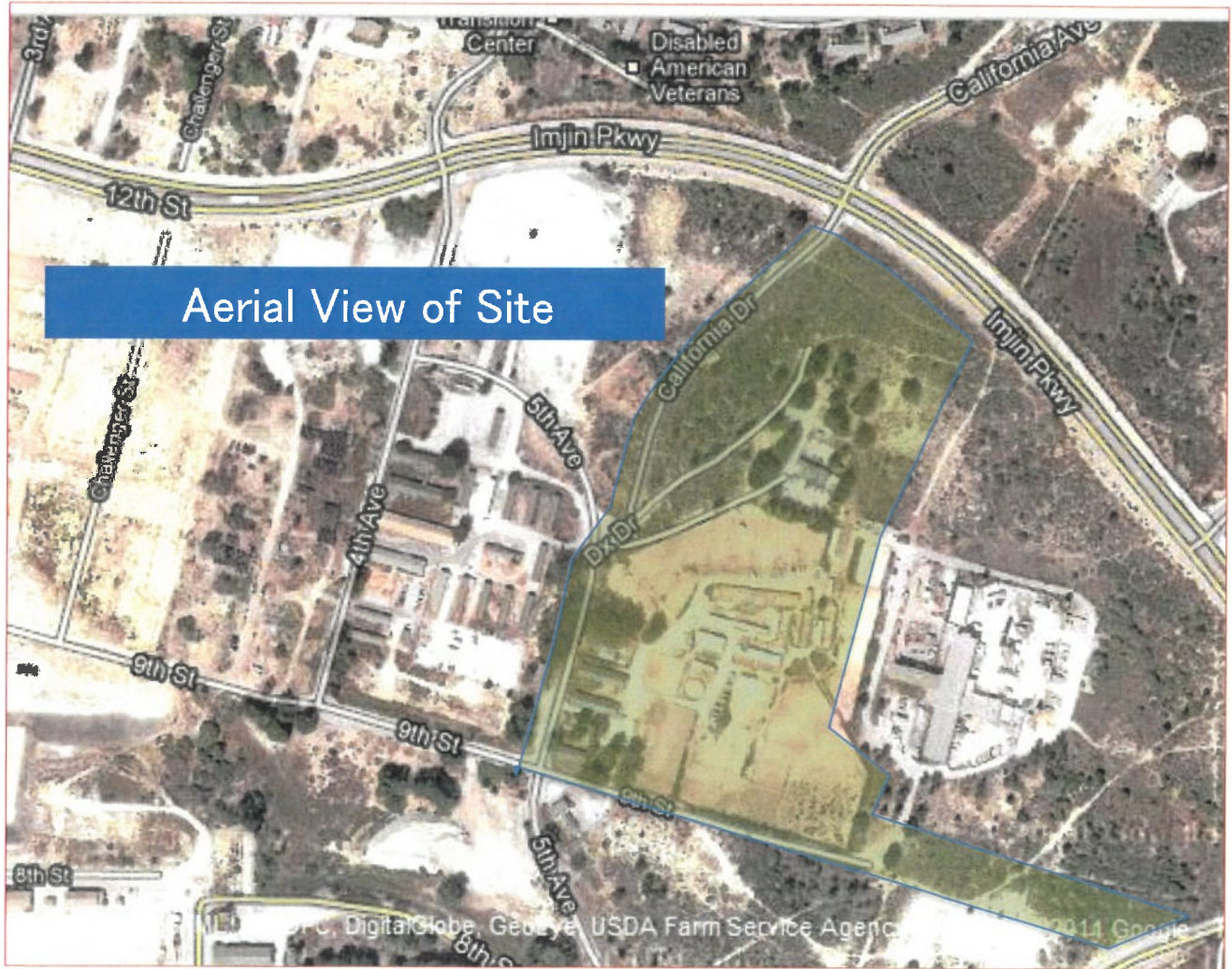
Summary

Overall, the proposed project meets or exceeds the approved recreational goals and objectives set forth in the guiding documents that govern the use of the MEC and enables the City of Marina to achieve its recreation and open space objectives. The proposed use provides the City of Marina with a unique and significant public recreational opportunity that is consistent with the community's vision for the future of the City.

United States
Geological
Survey Map
1976

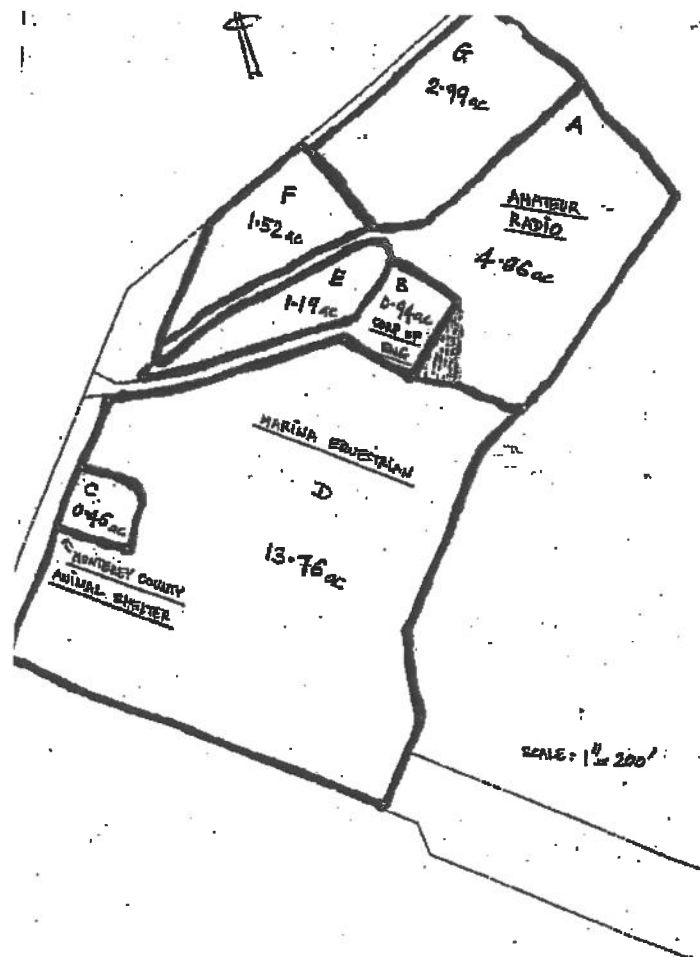


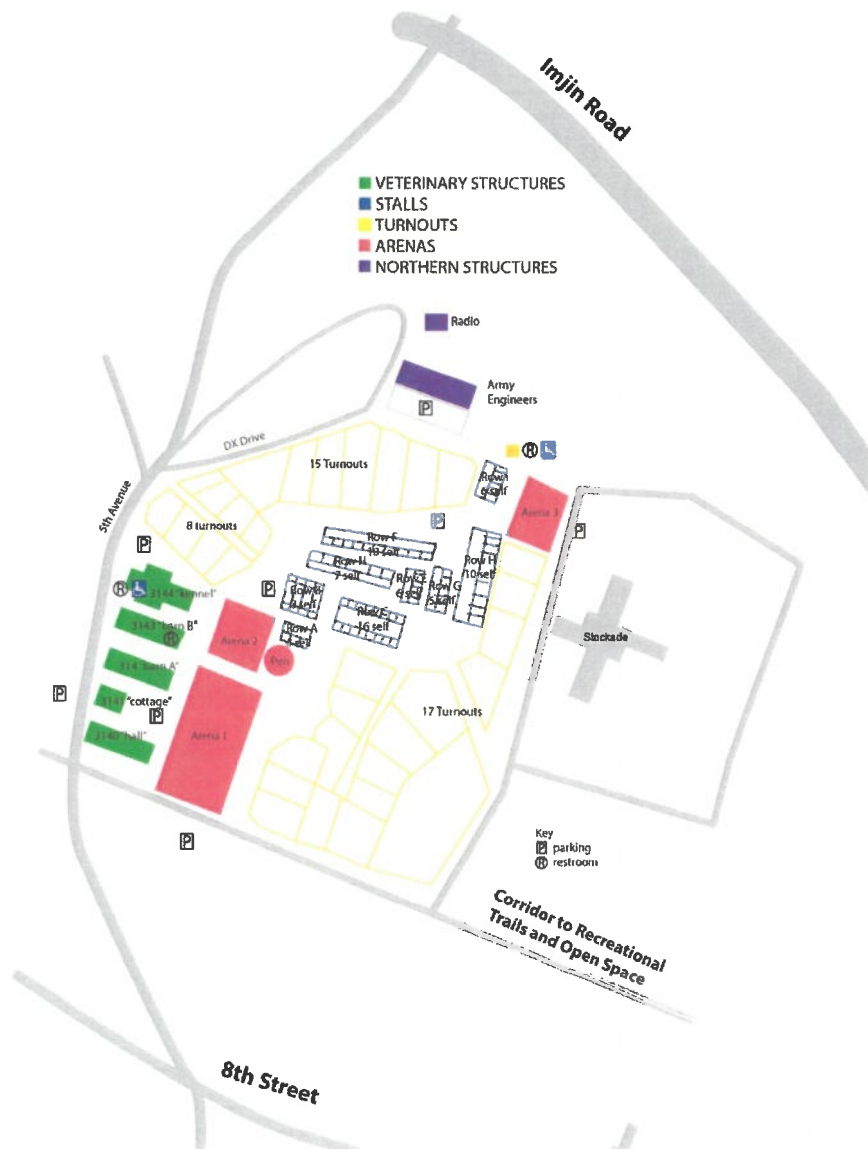




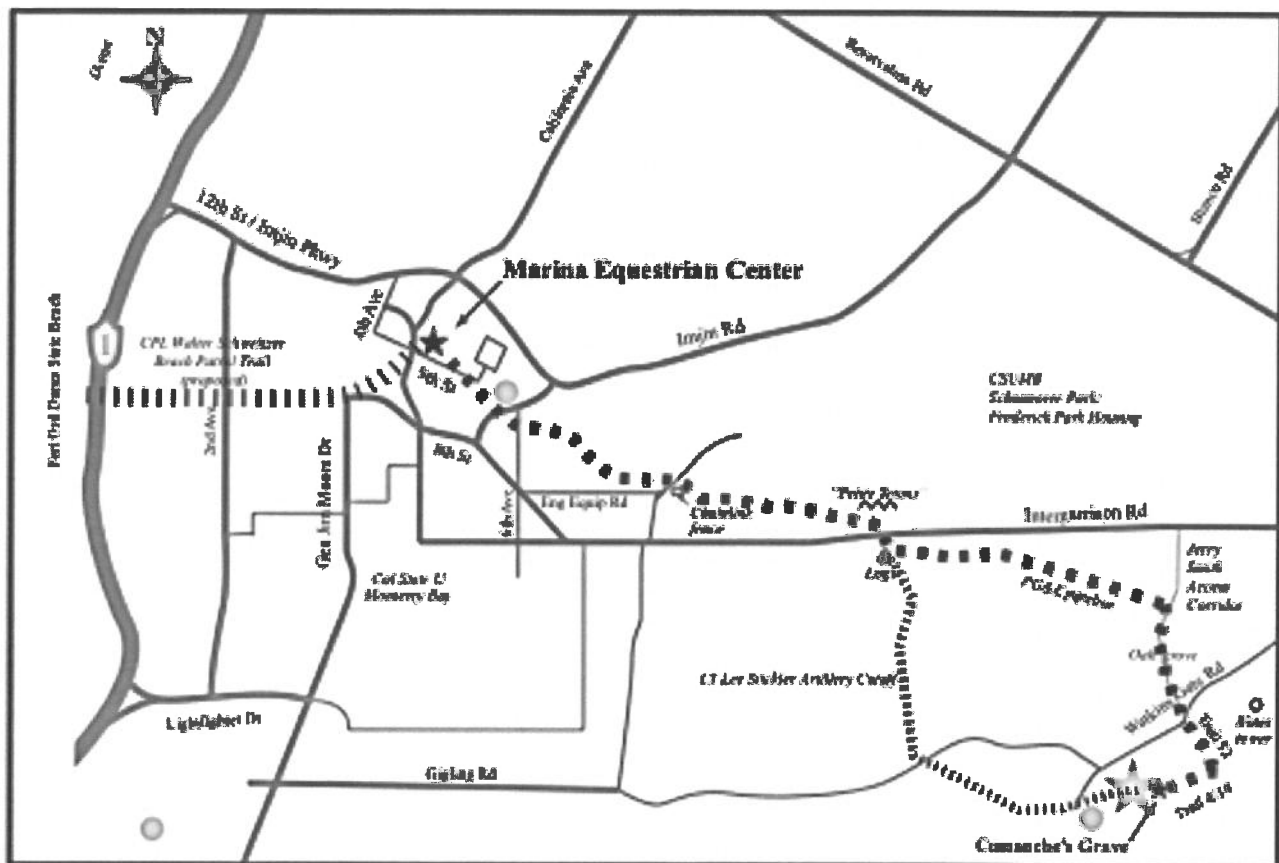
Current Configuration

- 14 acres of stables
- Amateur Radio Station
- *Unoccupied* Army Corps of Engineers Building
- *Unoccupied* dog kennel
- 100'-wide trail extending towards open space



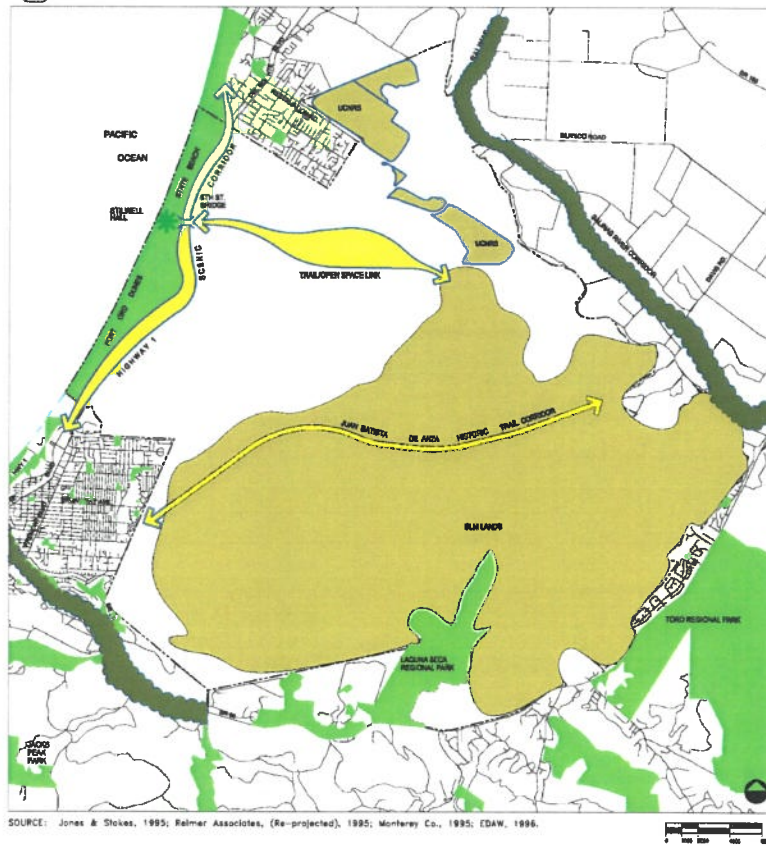


Trails from Marina Equestrian Center Trailhead





FORT ORD REUSE PLAN



SOURCE: Jones & Stokes, 1995; Palmer Associates, (Re-projected), 1995; Monterey Co., 1995; ED&W, 1996.

LEGEND:

	Riparian/Estuarine Corridor		Trail/Open Space Link
	Parks/Open Space		Major Projected Habitat:
			BLM: Bureau of Land Management
			UCNRS: University of California
			Natural Reserve System

FORANREG.DWG

EMC Planning Group Inc.

Rev.: 6/7/01 9:37 PM

FIGURE 3.6-1

REGIONAL OPEN SPACE SYSTEM

From: Siegenthaler, David [mailto:david_siegenthaler@nps.gov]
Sent: Thursday, January 12, 2017 5:10 PM
To: Gail Morton; Layne Long
Cc: Terry Siegrist
Subject: Marina Equestrian Center Program of Utilization

In September 2013 we received an updated draft Program of Utilization (POU) for the 27.24-acre Marina Equestrian Center ("MEC POU Approved by Council 7-16-2013"). Since that time we have had several conversations regarding implementation of a Program of Utilization at the site, and our reservations regarding approval of a POU that contained a statement that some areas would still be dedicated to private use. We also understood that there may be some local controversy regarding the highest and best public recreational use to which the property should be put that perhaps the City was still in the process of resolving. In general, however, we find that the proposed utilization plan represents an improved approach to opening the area to public recreational use and would meet NPS requirements for consistency with the terms of the property transfer, with one caveat.

The one area of major concern for us is the private boarding of horses. The first priority, as we understand your POU, would be for stabling horses needed for lessons and rentals, as well as some short-term boarding for visitors coming to the area to use the trails. Those very clearly serve the public park purpose.

Private long-term boarding of horses is not a public recreational use of the site. As we have stated in previous communications, boarding of horses is not precluded as a legitimate public recreational use of the park in certain circumstances. Those circumstances require that boarding of horses be structured such that it is a public use, not one that establishes a long-term right of exclusive occupancy. This requires a fair allocation system for boarding opportunities – such as waiting lists, rotations, and award of limited duration (even if longer than short-term) boarding contracts with no guarantee of renewal that allow broad public use. Boarding of horses for anything more than short-term periods, if allowed at all, should use a small percentage of the boarding space available. The presence of privately owned boarded horses may not impede the public access to and use of the park. Horses owned by a concessionaire that are used for public rental, trail rides, and riding instruction may reside at the stables while in such service. No portion of the park may be dedicated to private use.

The proposed POU remarks that park improvements depend upon income from horse boarding. As stated above and previously, the park is restricted to use only for park and public recreation area purposes. Therefore any activity conducted on the site must be for that purpose. Generation of revenues by a non-public-recreational use may not be justified on the basis of its eventual economic support of the park. Therefore, any boarding that occurs, must be carried out as a public use. Also, under the terms of the deed, any revenues generated on the parkland must be channeled back to park maintenance, operations, and improvements.

With the proviso that the City establishes a suitable plan to make boarding of horses an equitable public park use, we concur in the revised program of utilization presented in the referenced 2013 document.

We assume that any site plans that would alter the facilities or use of the area would be subject to compliance with state and local requirements regarding environmental and cultural resources.

As a reminder, the area must be permanently and clearly signed as land that was received from the federal government for use as a public park. Our current guidance is for the following language: "This park land was acquired through the FEDERAL LANDS TO PARKS PROGRAM of the United States Department of the Interior, National Park Service, for use by the general public".

As you know, any concession or license agreements must be reviewed by the National Park Service for consistency with the terms of the transfer. Leases and granting of easements or any property rights, are not allowed.

Biennial Reports are also required under the terms of the transfer, and should be submitted to NPS by the City of Marina, not by a licensee or concessionaire. They should include reports of park use and condition, revenues and expenditures, capital improvements, management issues, and a certification regarding non-discrimination and use of revenues. We have a standard form available for this purpose.

Please let me know if you have questions or concerns about any of this, and best wishes to you in the next phase of this project.

Sincerely,

David Siegenthaler
Pacific West Region
National Park Service
333 Bush Street, Suite 500
San Francisco, CA 94104-2828
V: 415-623-2334
F: 415-623-2387

Federal Lands to Parks
Land and Water Conservation Fund
Urban Park and Recreation Recovery Program
National Historic Lighthouse Preservation Program



United States Department of the Interior

National Park Service
1849 C Street NW
Washington, DC 20240

IN REPLY REFER TO:

July 12, 2022

Layne Long, City Manager
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

Subject: Final Request to Cure Non-Compliance, Marina Equestrian Center Park

Dear Mr. Long:

I am inquiring about the status of the draft concession agreement for the City-selected concessionaire, Chaparral Ranch, for the operation of the Marina Equestrian Center Park. Since the Marina City Council selected Chaparral Ranch in September of 2021, the National Park Service (NPS) has been waiting to receive a draft concession agreement to begin its required review. The City's failure to provide the promised concession agreement to resolve the documented non-compliance has placed the park in jeopardy.

Without an NPS-approved concessionaire agreement the operation of the Marina Equestrian Center Park continues to be out of compliance with the public recreational use requirement of the Federal Lands to Parks (FLP) deed. I write to express both the need for immediate action on the part of the City, and to give you an idea of the next steps we will take if corrective action is not forthcoming.

The City has been correctly and repeatedly informed by the NPS Regional FLP Program Manager, David Siegenthaler, that private, long-term horse boarding is not a legitimate and acceptable public recreational use of the park under the FLP Program requirements. As NPS has stated repeatedly through correspondences starting with Mayor Altfeld in November 2008 to more recently to Mayor Delgado in April 2021, no portion of the park may be dedicated to private use. That means that no pseudo-ownership concepts such as time shares or long-term rental agreements to individuals are allowed. If horse boarding is allowed at all, it must be of limited, short-term duration, and the rationale tied to specific recreational needs in a public park where the public are visitors as opposed to "residents". The City's plans for operation of the equestrian center must spell out how it will manage any such boarding services to ensure they align with the public recreational purpose mandated in the deed. The City has had a long history of allowing horse boarders to develop a sense of exclusive entitlement to access to, and use of, the equestrian center. NPS needs to see language (in the concessionaire agreement and/or management plan) and practice that prevents anyone from forming the expectation that they are assured of a secure boarding arrangement or home residency for a long-term. For example, if allowed at all, any boarding agreements should be of limited duration with explicit provisions regarding time limitations and non-renewability. Such labels as "public boarding" and "self-care boarding" must not be used to semantically obscure an intention to allow long-term horse boarding by private individuals.

Along with a statement regarding how the City intends to manage the equestrian center park, and the draft concession agreement with Chaparral Ranch, NPS requests that the City submit an explanation of its financial and organizational capability to operate and maintain the park and its facilities. In the past it

appears that the City intended the facilities to be operated, maintained and upgraded through the efforts of a volunteer organization. That effort has failed to achieve the public recreational purpose of the conveyance due to the private interests of the group and its lack of having a primary public service purpose. And it has failed to maintain the physical structures, due in part to the lack of sufficient City funding to support the park and its allowance of facility use with inadequate contributions by the limited number of users. In essence, the private, low-cost use of the park has been significantly subsidized by the public.

NPS is in conversation with the General Services Administration (GSA) regarding compliance enforcement options available to us in light of the City's long delay in making Marina Equestrian Center Park a truly public park. GSA agrees with us that a remedy is needed and supports our pursuit of remedial action by either: (1) voluntary reversion to federal ownership, (2) abrogation of the park use requirements through sale of the property to the city at fair market value, (3) transfer of the property to another governmental entity capable of operating the site as a public park or (4) as a last resort through an involuntary reversion, absent an adequate response by the city to our request for a public use plan that meets the public recreation purpose of the conveyance.

NPS continues to support the City's efforts to make the Marina Equestrian Center Park a truly public park. The City staff have put a great deal of effort into locating a concessioner which is capable of facilitating the City's plans to achieve those ends. Now is the time to terminate the hold private individuals and groups have on the City. To summarize, we are requesting the following by August 1, 2022.

- 1) A draft concession agreement for the operation of Marina Equestrian Center Park
- 2) A management plan regarding how the City intends to ensure the public park purpose is carried out, and that the park is open, available, and in good condition for park visitors.
- 3) A financial and organizational capability statement to support the City's plans for the Center.

If the City finds these requirements objectionable, NPS requests that the City consider a voluntary reversion of the property to federal ownership or purchase of the property at fair market value. If not, NPS and GSA will have, to pursue one of the other alternatives previously noted.

If you have any questions regarding these requirements, please feel free to contact our Regional FLP Program Manager, David Siegenthaler. Mr. Siegenthaler has consistently and accurately represented the policies and requirements of the National Park Service and the federal surplus property public benefit conveyance regulations in this matter.

Sincerely,


 Joel Lynch, Chief
 Division, State and Local Assistance Programs
 National Park Service
 Washington, DC

cc: General Services Administration



CITY OF MARINA

211 Hillcrest Avenue

Marina, CA 93933

831-884-1278, FAX 831-384-9148

www.cityofmarina.org

**NOTICE OF TERMINATION OF THE OPERATING AGREEMENT
AND
NOTICE TO VACATE**

September 9, 20122

TO: MARINA EQUESTRIAN ASSOCIATION

Post Office Box 1320

Marina, CA 93933

NOTICE IS HEREBY GIVEN that the City of Marina ("City") has determined to terminate the Operating Agreement with Marina Equestrian Association ("MEA") dated January 8, 2000 ("Agreement"). The Agreement had an initial five-year term ending January 31, 2005, which continued thereafter on a month-to-month basis under the same terms and conditions.

The Agreement and MEA's right in and to the premises described in the Agreement and known as the Marina Equestrian Center ("Premises") shall be terminated as of 5:00 p.m. December 12, 2022. Therefore, MEA is required to vacate and deliver up possession of the Premises to the City no later than 5:00 p.m. December 12, 2022. Delivery of possession means that MEA completely vacates the Premises and delivers all keys to the Premises to the Public Works Director, at 209 Cypress Avenue, Marina CA 93933.

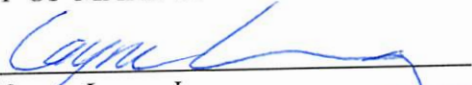
Per the Agreement, any and all additions or alterations to the improvements on the Premises made by MEA, and not included in the written list attached to the Agreement under Section 18.h. shall become property of the City. City has the option of requiring MEA to remove any or all added improvements or restore any altered improvements to the same condition as it was at the commencement of the Agreement, at MEA's sole cost and expense. City will notify MEA no later than October 15, 2022. All outstanding fees owed to the City under the terms of the Agreement must be paid in full through the date MEA vacates the Premises.

If MEA fails to quit and deliver up possession of the Premises, the City may initiate legal action to recover the Premises and to recover damages and costs, including its attorneys' fees

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

Dated: September 9, 2022

CITY OF MARINA

By: 

Name: Layne Long

Title: City Manager

CONCESSION AGREEMENT

Draft 2021-0428 SDS

This Concession Agreement ("Agreement") is made and entered into this _____ day of _____, 2022, between the City of Marina, California ("City") and Chaparral Country Corporation, 4040 Woodside Road Woodside, California 94062, FEIN # 27-0939720, which is a corporation organized under the laws of California ("Concessionaire").

Recitals

Whereas, the City owns certain land totaling ~~35-27.235~~ acres, obtained by the City from the United States of America (the "USA"), as surplus property for and in consideration of its perpetual use for public park and public recreation area purposes only, known as the Marina Equestrian Center Park ("MEC Park" or "Property"), and deeded to the City on April ~~24~~²³, 1998. Said quitclaim deed ("Deed") is attached and hereinafter referred to as **Exhibit A**; and

Whereas, Condition No. 3 of said Deed provides that the "property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency" that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreation purposes subject to the same terms and conditions in the original instrument of conveyance[...]. "However, nothing in this provision shall preclude the [City] from providing related recreational facilities and services compatible with the approved application, through concession agreements entered in with third parties, provided prior concurrence to such agreements is obtained in writing by the Secretary of the Interior," or their delegated representative, the National Park Service ("NPS"); and

Whereas, the City and Concessionaire desire to provide an equestrian riding and training program on a portion of the MEC Park for the use and benefit of the general public; and

Whereas, the City is satisfied that provision of additional services and facilities at the MEC Park is in the best interest of the City and the public.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants and agreements as hereinafter set forth, the City agrees to allow Concessionaire to provide equestrian riding, guided equestrian rides, equestrian riding lessons, limited short-term equestrian boarding for visitors, and history education services more particularly described in **Exhibit D**, Concessionaire Uses and Programs, upon a portion of the real property described in **Exhibits A - C** attached hereto and incorporated herein by this reference and located at the MEC Park.

1. Location: The City does hereby assign to the Concessionaire the use of five (5) former veterinary hospital buildings, three (3) riding arenas, a round pen, parking areas, seventy-one (71) horse stalls, and the area enclosed by thirty-two (32) turnouts. All five (5) of the former veterinary hospital buildings are on the historic registry and subject to applicable use requirements. See **Exhibit B**, attached hereto for site map. The area assigned to the

Concessionaire is a 14.22 acre portion of the Property designated as areas C and D on Exhibit B, Site Map, along with the 6,000 square foot parking area south of building 2850 within area B on Exhibit B. Utilization of the buildings and grounds shown on Exhibit C ("Concession Location") and described below are subject to all pertinent restrictions imposed in the quitclaim deed (Exhibit A). The Parties have the option to expand the Concession Location, subject to appropriate approvals.

a. Kennel Building 2838 5th Avenue

The Kennel Building 3144 (see Concession Location, Exhibit C) has over a dozen dog kennels and two (2) ADA restrooms.

b. Veterinary Ward A 2834 5th Avenue and Ward B 2836 5th Avenue (Tack Rooms and Secondary Uses)

Combined, the two (2) veterinary wards have thirty (30) tack rooms. Ward B 2836 has a restroom that shall be available to the public at all times during MEC Park hours. Either building may be beneficial in remaining a tack room to better facilitate the Concessionaire's equestrian services.

c. Colic Building 2832 5th Avenue

The Colic Building has one bathroom and a small kitchen inside. There is a sink as well as connections for new appliances.

d. Veterinary Clinic 2830 5th Avenue

The Veterinary Clinic building has four (4) internal offices and two (2) bathrooms. This building shall be publicly accessible while the MEC Park is open and may be a venue for special events or historic and cultural lectures. It can accommodate approximately 75 to 100 people.

e. Arenas and Stalls

There are three (3) arenas, a round pin, seventy-one (71) horse stalls and thirty-two (32) turnouts at the MEC Park. The Program of Utilization ("POU") Exhibit J approved by the City on March, 21st, 2017 (Resolution 2017-28) indicates appropriate use of stalls by area. See Exhibit B. Stalls on the Northwest portion of MEC Park may be made available for limited, short-term rentals to visitors if available after Concessionaire's facility needs have been met, public use has been maximized to the full extent by the Concessionaire. Such rentals shall require a written agreement, are limited to less than sixty (60) days in duration, and are not subject to renewal.

f. Parking Areas

Areas available for parking within the Concession Location are east of building 2832, north of building 2838, and south of building 2850 ("Parking Areas").

2. Use of Property/Concession Location:

a. Concessionaire shall use, occupy, and maintain the Concession Location in a business like, careful, clean, and non-hazardous manner for the sole purpose of providing services

more particularly described in **Exhibit D** in strict accordance with all terms and provisions imposed by the Department of the Interior as set forth in **Exhibit A**. Written approval by the City and written concurrence by the Secretary of the Interior or their delegated representative, NPS, shall be required for other proposed use in conjunction with or in addition to those specified above.

b. City Access. City reserves for itself and any of its designated officers, agents, employees the right to enter the Concession Location as follows: (i) on a regular basis without advance notice to supply any necessary or agreed-upon service to be provided by City hereunder; (ii) on an occasional basis, at all reasonable times after giving Concessionaire reasonable advance written or oral notice, to post notices of non-responsibility, to conduct any environmental audit of Concessionaire's use of the Concession Location, to repair, alter or improve any part of the Concession Location and for any other lawful purpose; (iii) on an emergency basis without notice whenever City believes emergency access is required; and (iv) at any time, without notice, for the reasonable performance of necessary City duties. City shall have the right to use any means that it deems proper to open doors in an emergency in order to obtain access to any part of the Concession Location and any such entry shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of, Concession Location or an eviction, actual or constructive, of Concessionaire from the Concession Location or any portion thereof.

c. Easements and Reservations. MEC Park and Concession Location are subject to the easements and reservations as set forth in the Quitclaim Deed from the United States to the City, including easements for streets, utility systems, rights of way, railroads and pipelines. The property may be subject to a requirement that the City convey to the County of Monterey an easement for a future light rail corridor. MEC Park is subject to those reservations set forth in the Quitclaim Deed at §10, for all sanitary and storm sewers and for water distribution lines.

d. Department of Interior Terms. This Agreement, and the use of MEC Park and the Concession Location, shall be subject to the terms, conditions and restrictions set forth in the Quitclaim Deed from the United States to the City. Concessionaire agrees that any such use shall be consistent with the terms, conditions and restrictions of that Deed.

e. Acceptance of Premises. Concessionaire understands MEC Park was formerly used by the federal government as part of an Army base, that surrounding lands which were also part of such Army base have, in the past been found to contain concentrations of volatile organic chemicals that exceed standards prescribed by the environmental agencies and the state and federal governments. Pursuant to Health & Safety Code §25359.7(a) Concessionaire is provided this notice that the structure may contain asbestos materials and lead-based paints. Existing buildings are known to contain asbestos and lead as documented in the material surveys attached as **Exhibit E**. Any alteration of the existing buildings shall require City approval of plans suitable for issuance of a building permit. All work shall be conducted in a safe manner per the requirements of any building permit issued. Concessionaire acknowledges City has

granted Concessionaire the right to review all maps and records of the old Army base presently on file at the City, as well as the right to inspect the property and perform any tests of the soils and improvements thereon or the groundwater thereunder, all in order to afford Concessionaire a full and complete opportunity to investigate and determine whether the property can be used for the purposes set forth in this Agreement.

b.f. No Warranty. Concessionaire further understands and agrees that no representation, statement, or warranty, express or implied, has been made by or on behalf of the City as to the condition of the Property or the suitability of the Property for its intended use, save and except for the representation and warranty that no City officer, employee, or agent has caused any condition of pollution or contamination that may now exist on the Property. Such representation and warranty, however, shall not extend to any condition of pollution or contamination caused by the federal government or to any lessee of City. Concessionaire agrees to accept the Property in its present condition and “as is” with respect to all conditions that may now exist on or under the Property. Moreover, Concessionaire agrees to waive any claim or right of action against the City that Concessionaire now has or hereafter may acquire arising out of the condition of the Property, its soils or the groundwater underlying the Property, including but not limited to any claim of indemnity which Concessionaire may have by reason of costs incurred by Concessionaire arising out of the abatement or cleanup of any pollution or contamination condition discovered on the Property hereinafter required under applicable state, federal or City laws or regulations save and except for a claim or right of action arising out of a condition of pollution or contamination caused by an officer, employee or agent of the City

g. Hazardous Materials. Concessionaire shall not cause, nor shall Concessionaire allow any of its agents or invitees to cause any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated, released or disposed of in, on, under or about the Concession Location, or transported to, from or over the Concession Location. Concessionaire shall immediately notify City when Concessionaire learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under or about the Concession Location. Concessionaire shall further comply with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts and the like (collectively, “Laws”) requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. In the event Concessionaire or its agents or invitees cause a release of Hazardous Material, Concessionaire shall, without cost to City and in accordance with all Laws and using the highest and best technology available, promptly return the Concession Location to the condition immediately prior to the release. In connection therewith, Concessionaire shall afford City a full opportunity to negotiate and participate in any discussion with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material, and any other abatement or clean-up plan, strategy and procedure. For purposes hereof, “Hazardous Material” means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local

governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, the following: any material or substance defined as a “hazardous substance, pollutant or contaminant” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code or any other federal, state, or local Law; a “hazardous waste” listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Concession Location or are naturally occurring substances in the Concession Location; and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term “release” or “threatened release” when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Concession Location.

e.h. Public access to MEC Park shall be allowed during hours established by the City’s Municipal Code, unless prior authorization or permission has been obtained by the City.

i. A schedule of prices charged for all goods or services shall be maintained. Fees charged for services provided by Concessionaire shall be fair and reasonable so as to encourage participation by the general public. Fees are subject to review and approval by the City Manager or designee.

j. Parking Areas shall be made available to the public, and shall not be used for storage without prior City approval. Any parking restrictions proposed by Concessionaire must be reviewed and approved by City prior to implementing changes.

d.k. Concessionaire shall make reasonable and good faith efforts to recruit volunteers to assist with Concession Location operations.

3. Personal Property & Fixtures: An inventory of the existing personal property and fixtures for use by the Concessionaire throughout the term of the Agreement is attached hereto as **Exhibit F**. Concessionaire shall maintain all such personal property in good working condition, subject to reasonable wear and tear. Upon completion or termination of this Agreement, all personal property items shall be accounted for and returned to the City. During the course of this Agreement, Concessionaire shall promptly notify City of any damage to personal property.
4. Term: The Agreement shall be effective from the date of execution for an initial term of five (5) years, unless terminated earlier.
5. Renewal: Concessionaire will have an option to renew this Agreement for two consecutive five-year terms upon conditions to be mutually-agreed upon by the Parties. Any Agreement reached by the City and Concessionaire for renewal of this Agreement shall be subject to the written approval of the Secretary of the Interior or their delegated representative, NPS, if any significant changes to the Agreement are included.

Concessionaire shall notify the City ninety (90) days prior to the expiration of the term of the Agreement of its intent to exercise an option to renew the Agreement with the City.

6. Concession Payments.

a. Commencement of Payment Obligations: For the purposes of this Agreement and payment of Concession Payments, Month One (1) shall mean the first month of Concessionaire occupancy under this Agreement, which shall commence no later than January 1, 2023.

b. Within thirty (30) days of the month following commencement of operations, and on or before the thirtieth (30th) day of each month thereafter, Concessionaire shall produce a revenue report and tender payment to City for the preceding month according to the following schedule:

1) Payments shall be made to the office of the City Finance Director, City Hall, 211 Hillcrest Avenue, Marina, California 93933.

2) Base Payments

Payments to City by Concessionaire shall be per the following schedule.

MONTHS OF OPERATION	AMOUNT DUE TO CITY
Months 1 through the end of this Agreement <u>12</u>	One Thousand-thousand two hundred eighty (\$1,280) per month

Commencing November 1, 2023 and following every 12-month period during this Agreement (the "adjustment period") the monthly Base Payment shall be adjusted using the Consumer Price Index ("CPI") -All Urban Consumers, San Francisco-Oakland- San Jose statistical area published bi-monthly by U.S. Department of Labor, Bureau of Labor Statistics. The base for said adjustment shall be the CPI published for the first month of the current 12-month adjustment period of this Agreement (the "Base Index"). The CPI used as the Base Index for the first adjustment period shall be . The adjusted monthly fee payable for the first month of the succeeding 12-month adjustment period, pursuant to this paragraph, shall be calculated as follows: The Base Payment in effect for the first month of the current 12- month adjustment period ("Base Payment" previously) shall be increased by a percentage equal to the percentage increase, if any, in the CPI as of the adjustment date over the Base Index. The product shall constitute the new monthly fee for the first and following months of the succeeding 12-month adjustment period of this Agreement. Provided, however, in no event, shall any adjustment in the monthly Base Payment be less than the Base Payment payable for the month immediately preceding the adjustment period. Increases for succeeding 1-2-month periods shall be calculated in the same manner.

Concessionaire shall continue to pay the Base Payment at the rate previously in effect until the increase, if any, is determined. Within ten (10) days following the date on

which the increase in the Base Payment is determined, Concessionaire shall make such payment to the City as will bring the increased Base Payment current, commencing as of the effective date of the increased Base Payment. Thereafter, the Base Payment shall be paid at the increased rate until the next adjustment date.

3) Revenue Sharing Payments

Payments to City by Concessionaire shall be based on revenue earned in the performance of this Agreement:

MONTHS OF OPERATION	AMOUNT DUE TO CITY
Months 1 through 6	0% of gross Concessionaire revenues
Months 7 through 24	Two percent (2%) of gross Concessionaire revenues
Months 25 through 60	Three Two percent (3%) of gross Concessionaire revenues
Months 61 through 84	Three percent (4%) of gross Concessionaire revenues
Months 85 through the end of this Agreement	Four percent (4.5%) of gross Concessionaire revenues

4) Additional payments to City by Concessionaire:

In any month beginning month 24 through the end of this Agreement, Concessionaire shall pay City an additional One and one-half percent (1.5%) of revenue earned in performance of this Agreement as a performance fee, during any month in which revenue from the operation of the Concession exceeds Fifty-Thousand Dollars (\$50,000) per month.

- c. Late Payments. Should any payments due under this Agreement remain unpaid ten (10) days after the due date of such payment a penalty of 10% shall be added to any payments past due.

7. Concessionaire's Records and Documents:

a. With respect to all matters covered by performance of this Agreement, Concessionaire's records and documents shall be subject at all times to inspection, review, or audit by the City. Concessionaire shall supply the City any documentation that may be needed by the City to prepare required compliance reports to the Secretary of the Interior or their delegated representative, NPS.

b. Reporting: Concessionaire shall maintain books and records that shall reflect expenses and revenues for the operation of the Concessionaire Uses and Programs. Concessionaire shall prepare a monthly summary report for transmission to City showing applicable expenses and revenue from the performance of this Agreement. This report shall form the basis for payments by Concessionaire to the City.

b.c. Audit Information: Concessionaire shall prepare a comprehensive report, annually at minimum or more frequently if required by the City for just cause. Concessionaire shall furnish the City with an annual financial report, due no later than thirty (30) days after the conclusion of Concessionaire's fiscal year. The report shall detail all financial aspects including total revenues and gross expenses for yearly operations of MEC Park and the Concession Location including, but not limited to, amortization reports, and if applicable, all percentages listed in form B.1, i. The report shall include a statement of attestation and be attested by a certified public accountant.

8. Operations

a. Hours of operation for the Concession Location are subject to approval by the City. MEC Park shall remain open and available for public use in accord with the requirements of the Municipal Code, as may be amended.

b. The City's primary purpose in entering into this Agreement is to promote the development of, and make available recreational facilities and services for the benefit of the public. Operations Plan for the Concession Location is set forth in **Schedule-Exhibit G**, attached hereto. Concessionaire shall at all times maintain a written schedule of the Operating hours and operating procedures for each activity conducted on or from the Concession Location and, upon request shall furnish that schedule to the City.

c. Nuisance. Concessionaire shall not do or permit to be done upon Concession Location any act or thing that constitutes waste or nuisance and agrees that within forty-eight (48) hours from receiving written notice by the City that such condition exists, to abate or otherwise cause said condition to be cured. In the event Concessionaire has not taken corrective action within forty-eight (48) hours, the City may enter and abate said condition at the expense of Concessionaire without any liability whatsoever to City for monetary loss of Concessionaire or others. Concessionaire shall conduct the operation of the Concession Location in such a manner, using the best known available and practical devices and facilities, to reduce as much as is reasonably practical, considering the nature and extent of Concessionaire's operations, the emanation from the property of noise, vibration, movements or air, fumes and odors so as not to interfere unreasonably with users of other premises in the vicinity of Concession Location.

d. Fire Protection Plan. Concessionaire shall prepare an Emergency Action/Fire Protection Plan approved by the City for the use of the Concession Location and the conduct of activities. A Safety Plan for the use of the Property shall be prepared within three (3) months of execution of this Agreement and shall include provisions to protect visiting members of the public from being bitten by any animals kept on or around the Property by Concessionaire or its invitees. Plans shall be kept on file at the City.

e. Concessionaire agrees at its own expense to keep and maintain at the Concession Location portable fire extinguishers of such number type and material as may be prescribed from time to time by City regulation.

e.—

9. **Maintenance and Repair.** The maintenance and repair obligations of the Parties are set forth in **Exhibit H** attached hereto.
- a. City shall provide necessary upgrades and repairs to the Concession Location structural facilities, which includes the Veterinary Clinic 2830 5th Avenue, Colic Building 2832 5th Avenue, Veterinary Ward A 2834 5th Avenue, Ward B 2836 5th Avenue, and the Kennel Building 2838 5th Avenue, in a timely matter within funding available to the City. City shall deliver the Concession Location structural facilities to Concessionaire in good working order. After the repairs and upgrades, Concessionaire, at its own costs, shall be responsible for maintenance of the infrastructure as designated in **Exhibit H**.
- a.b. Concessionaire shall, at its sole cost and expense, maintain the Concession Location in good condition and perform such repairs that become necessary from time to time during the term of this Agreement and any renewals thereof.
- c. Historic Properties: MEC Park is deemed to be a historic property and City and Concessionaire will adequately ensure the preservation of the historic property. Any proposed changes to a historic structure require consultation with the State Historic Preservation Officer (SHPO) and will be in compliance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.
- d. Alterations and Improvements: Concessionaire shall not make alterations or improvements to the Concession Location without prior written consent of the City. Such written consent will not be unreasonably withheld or delayed. Any changes requiring a building permit will be subject to the approval of the City's Building Official. If any changes are required that require a building permit, the City and Concessionaire will negotiate an amendment to this Agreement that establish the Party responsible for supervision, all necessary construction work, and all costs associated with providing the changes. Concessionaire shall provide to the City for its approval a plan for the development of any improvements and facilities. Upon receiving the City's consent to make an alteration or improvement, Concessionaire shall not commence work until plans and specifications have been submitted and approved. All construction work must comply with the Historic Properties section of this Agreement, and must be completed in a timely manner. Any capital improvements made to the Property because property of the City immediately after construction.
- e. If any alterations or improvements to Concession Location structural facilities constructed by or caused to be constructed by Concessionaire, its contractors, sub-contractors, or agents, are considered to be public works for purposes of prevailing wages under State law, then when such alterations or improvements are constructed, they shall be constructed in compliance with the prevailing wage law pursuant to Labor Code §1720 et seq. and implementing regulations of the Department of Industrial Relations and shall comply with the other applicable provisions of the

prevailing wage law, including, without limitation, registration and the payment of prevailing wages in the construction of such alterations and improvements, as those wages are determined pursuant to the prevailing wage law. The City makes no representations or warranties as to whether any such alterations or improvements are considered to be public works for purposes of prevailing wages under State law. Should Concessionaire or any of its agents fail to pay, fail to cause to be paid, or fail to have paid or caused to have been paid, prevailing wages, or to have failed to comply with the aforementioned prevailing wage laws as to any such alterations or improvements, and it is alleged, contended, or determined that Concessionaire should have paid prevailing wages, or otherwise fail to comply with the prevailing wage law, Concessionaire shall indemnify, defend, and hold harmless to the fullest extent permitted by law, the City from and against any and all claims, liability, loss, damage, expense, costs (including without limitation costs, attorney's fees and fees of litigation) of every nature arising out of or in connection with the failure to pay prevailing wages or comply with the prevailing wage law. This indemnification obligation shall survive the termination of this Agreement.

- f. Destruction or Substantial Damage of Premises. If, during the initial or any extended term of this Agreement, any of the improvements now or hereafter located at the Concession Location are substantially damaged or destroyed by a fire or other casualty beyond Concessionaire's control (but not including damage caused by the willful acts or negligence of Concessionaire or its employees or agents which damage Concessionaire shall promptly repair, replace or restore at Concessionaire's sole cost and expense), covered by the fire and extended hazard insurance hereinafter provided for by this Agreement, then this Agreement shall continue in full force and effect without any abatement of fees, and Concessionaire shall repair and restore such damaged or destroyed improvements according to the plan thereof at the time of such damage or destruction, or in accordance with such modified plan therefor as shall be approved by the City, regardless of whether the proceeds from such insurance are sufficient to cover the actual cost of such repair and restoration work.
- g. Damage Not Covered by Insurance. If during the initial or any extended term of this Agreement, any of the improvements now or hereafter located at the Concession Location are damaged by a fire or other casualty not covered by the insurance hereinafter provided for by this Agreement, and the cost to repair such improvements is less than or equal to 25% of the replacement value of all the improvements on the Concession Location immediately prior to the occurrence of such damage or destruction, this Agreement shall also continue in full force and effect without any abatement of payments due, and Concessionaire shall repair and restore such damaged or destroyed improvements according to the plan thereof at the time of such damage or destruction, or in accordance with such modified plan therefor as shall be approved by the City, all at Concessionaire's sole cost and expense.
- h. Obligation to Repair. If, during the initial or any extended term of this Agreement, any of the improvements now or hereafter located on the Concession Location are damaged by a fire or other casualty not covered by insurance (hereinafter provided

for by this Agreement) and the cost to repair such improvements exceeds 25% of the replacement value of all the improvements immediately prior to the occurrence of such damage or destruction, Concessionaire may elect to terminate this Agreement by giving notice of such termination to City not later than ten (10) days after determining such repair or restoration costs and such replacement value. In the event Concessionaire makes an election to terminate this Agreement, then City, within ten (10) days after receiving Concessionaire notice of termination, may elect to pay the difference between the cost of repairing or restoring the damaged or destroyed improvements and 25% of the replacement value of all the improvements on the Concession Location immediately prior to the occurrence of such damage or destruction, in which case this Agreement shall remain in full force and effect and Concessionaire shall repair and restore such damaged or destroyed improvements in the manner hereinbefore required by this section. In the event Concessionaire makes an election to terminate this Agreement and City doesn't make an election to contribute towards the costs of repair or restoration as provided by this section, this Agreement shall terminate. Concessionaire shall be released thereby without further obligation to the City upon surrender of possession of the Concession Location, except for obligations which have theretofore accrued and are then unpaid or unperformed.

10. Licenses and Permits: Concessionaire shall obtain all necessary licenses and permits to operate the Concession Location before operation may begin. All licenses and permits are subject to the City's Code Enforcement for safety, health, and fire inspections.

11. Operating Expenses and Utilities:

a. Concessionaire shall pay all expenses related to performance of this Agreement and operation of the Concession Location, including utilities, which include but are not limited to water service, telephone service, ~~data-connectivity services~~ internet, electricity service, ~~gas~~, trash and waste collection and sewer services ("Utilities") on the Concession Location as designated in **Exhibit H**. Concessionaire agrees upon entering into occupancy to pay directly to the utility providers or the City for all utility service through existing lines and connections. Concessionaire shall pay all Utility charges within twenty (20) days of receipt of invoice and shall provide evidence of payment when requested to do so in writing by the City.

a.b. City shall be responsible for necessary upgrades to the ~~power and~~ Utility systems necessary for safe, secure and code compliant operation of the Concession Location.

b.c. Provision of Utilities. During the term of this Agreement, Concessionaire shall have the right to connect the Concession Location and all improvements thereon and facilities appurtenant thereto to the existing utilities serving the Concession Location at its sole cost and expense. The City shall make available to Concessionaire maps in its possession showing the location of sewer, water, electrical, gas and telephone lines located on or near the Concession Location. Concessionaire shall be responsible for arranging and paying for all utilities required for the Concession Location. The City will use its best

efforts to continue all utility services as they presently exist, but it cannot and does not guarantee there will be no interruptions of service. Concessionaire hereby waives any rights or claims it may have which result from temporary interruptions of service. To the extent it has knowledge, the City will provide notice of any work scheduled that may interrupt the utility service to the Concession Location. If City is unable to provide access to utility service facilities due to the imposition of any limit on consumption or on the construction of additional utility facilities, or the allocation or curtailment of utility facilities or service by law or regulation, it shall have no obligation hereunder.

~~e. The City shall provide repairs and upgrades to infrastructure designated in Exhibit H in a timely manner within available funding available to the City. After the repairs and upgrades, Concessionaire, at its own costs, shall be responsible for maintenance of the infrastructure as designated in Exhibit H.~~

d. City agrees to be fully responsible for all required asbestos and, lead paint, and ~~hazardous material~~ removal and remediation at MEC Park.

e. Concessionaire shall promptly notify the City of any health, safety, and building code deficiencies related to the Concession Location ~~infrastructure structural facilities and buildings~~ in a prompt manner. City is responsible for evaluating and correcting existing deficiencies, if any.

f. City agrees to provide signage required by the Municipal Code and shall maintain all Parking Areas in a safe and compliant manner.

12. Non-discrimination: The City and Concessionaire agree to comply with all Federal and applicable state laws relating to non-discrimination in connection with any use, operation, program, or activity on or related to MEC Park, including but not limited to:
- All requirements imposed by or pursuant to the non-discrimination regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or natural origin;
 - The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;
 - Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap;
 - The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151), which requires local facilities located on the Property to be accessible to the physically handicapped; and
 - The Americans with Disabilities Act of 1990 (42 U.S.C. § 12181), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

~~13. Historic Properties: MEC Park is deemed to be a historic property as stated in Exhibit A, and City and Concessionaire will adequately ensure the preservation of the historic~~

~~property per the covenants stated therein. Any proposed changes to a historic structure require consultation with the State Historic Preservation Officer (SHPO) and will be in compliance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.~~

~~14. Alterations and Improvements: Concessionaire shall not make alterations or improvements to the Concession Location without prior written consent of the City. Such written consent will not be unreasonably withheld or delayed. Any changes requiring a building permit will be subject to the approval of the City's Building Official. If structural changes are required, the City and Concessionaire will negotiate an amendment to this Agreement that establish the Party responsible for supervision, all necessary construction work, and all costs associated with providing the changes. All construction work must comply with the Historic Properties section of this Agreement.~~

~~15.13.~~ Concessionaire acknowledges that MEC Park is subject to the possibility of reversion *with improvements without compensation* to the USA should there be a material breach of noncompliance by the City or Concessionaire for not adhering to covenants and agreements contained within **Exhibit A**.

~~16.14.~~ Inspection of Concession Areas: Concessionaire shall allow the City, or its designee and/or the Secretary of the Interior's designated representative, NPS, at any and all reasonable times, with or without notice, to inspect the Concession Location operated under this Agreement.

~~17.15.~~ Indemnity: Concessionaire and the City agree that the City, its officers, employees and agents should, to the extent permitted by law, be fully protected for any loss, injury, damage, claim, lawsuits, expense, attorney's fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the matters set forth below.

To the fullest extent permitted by law, Concessionaire hereby expressly agrees to indemnify, save, and hold harmless, and defend the City, its officers, employees, and agents against any and all against all fines, claims, damages, losses, liabilities, actions, judgements, costs, and expenses, including liability for injuries to any person or persons or damage to property, arising at any time during and/or arising out of, or from, or in any way connected or attributable actually, allegedly or impliedly, in whole or in part, with (a) the intentional act of Concessionaire or Concessionaire's employees, agents, contractors, subcontractors or invitees, (b) any breach or default in performance of any obligation to be performed by Concessionaire under this Agreement, or (c) Concessionaire's use, occupancy and operation of the Concession Location.

Without affecting the rights of the City under any provision of the Agreement, Concessionaire shall not be required to indemnify, hold harmless or defend the City as set forth above to the extent liability is attributable to the sole or gross negligence or willful misconduct of the City, its officers, employees or agents, provided such is determined by agreement between the Parties or the findings of a court of competent jurisdiction. This

exception will apply only in instances where the City is shown to have been solely or grossly negligent or to have engaged in willful misconduct and not in instances where Concessionaire is solely or partially at fault, or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Concessionaire will be for that portion of the liability not attributable to the City's gross negligence or willful misconduct.

Concessionaire agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section, or other similar provisions as may be approved by the City in writing, from each and every contractor, subcontractor, or any other person or entity involved by, for, with or on behalf of Concessionaire in the performance of this Agreement and operation of the Concession Location. In the event Concessionaire fails to obtain such indemnity obligations from others as required here, Concessionaire agrees to be fully responsible according to the terms of this section.

The City shall provide Concessionaire with prompt notice of all claims subject to indemnification. Concessionaire has the right to defend each claim by all appropriate proceedings with independent counsel reasonably acceptable to the City. The City may retain separate counsel to monitor or participate in, but not control, any defense or settlement. City must cooperate with Concessionaire and its counsel in defending against each claim. No claim may be settled without Concessionaire's consent, which shall not be unreasonably withheld or delayed.

~~18.16.~~ Insurance: Concessionaire shall, at its own expense, provide and maintain such insurance that will protect Concessionaire and the City from all claims for damages to property and persons in accord with **Exhibit I**, which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. Unless otherwise approved in writing by the City, Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure City is an additional insured on insurance required from subcontractors. These requirements are subject to amendment or waiver only if so approved by the City in writing. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

~~19.17.~~ Assignment: Except as defined in **Exhibit D**, Concessionaire shall not assign this Agreement or any interest therein, nor let the Concession Location, or any part thereof, or any right privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person or entity. This language shall not be interpreted to prohibit Concessionaire from sponsoring and allowing ancillary activities and services onsite, including activities by third parties that produce revenue to Concessionaire. Said activities shall be subject to approval by the City and such revenue shall be accounted to City and shall be counted under payment formula to City. Any assignment or lease of the Concession Location shall be grounds for termination of Agreement by the City.

20.18. Amendment to Concession Agreement: This Agreement contains all the terms and conditions between the Parties, and no alteration, amendment, or addition shall be valid unless in writing and signed by both Parties.

21.19. Independent Contractor. This Agreement shall not constitute, and it is not intended to constitute, either party as an employer, employee, agent, partner or legal representative of the other party for any purpose, or give either party any right to supervise or direct the functions of the other party. Except as specifically provided herein, neither party shall have authority to act for or obligate the other party in any way or to extend any representation on behalf of the other party. Each party agrees to perform under this Agreement solely as an independent contractor and neither party shall have any right, power, or authority, nor shall they represent themselves as having any authority to assume, create, or incur any expense, liability or obligation, express or implied, on behalf of the other party for any purpose. Each party agrees not to permit its employees or agents to do anything that might be construed or interpreted as acts of the other party.

22.20. Laws and Regulations: Concessionaire is aware of and agrees that it shall use the Concession Location so as to conform with deeded environmental and usage controls and not violate any laws, regulations, and/or requirements of the USA and/or State of California and/or any ordinance, rule, or regulation the City now or hereafter made, relating to the use of the Concession Location.

23.21. Signage: Concessionaire shall place no sign or advertisement upon any location of the Concession Location unless prior written approval has been granted by the City, and the City shall have the right, without first notifying Concessionaire, to remove at the expense of the Concessionaire, any sign or signs that are erected without prior approval.

24.22. Surrender; Waste: Concessionaire agrees that upon expiration of this Agreement or earlier termination thereof, it shall surrender the Concession Location to the City in as good or better condition as they were in at the time of execution of this Agreement, ordinary wear excepted. Concessionaire further agrees that it shall permit no waste nor suffer the same to be committed, nor injure nor misuse the Concession Location.

25.23. Liens: Concessionaire shall keep the Concession Location free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Concessionaire during the term of this Agreement or any extension or renewal thereof.

26.24. Waiver: Failure of either Party to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by said Party of any of said Party's rights hereunder. No waiver by either Party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by either Party shall require the consent and approval of the other Party, the other Party's consent to or approval of such action on any one occasion shall not be deemed to be a consent to or approval of such action on any subsequent occasion. Any and all rights and remedies

which either Party may have under this Agreement, upon any breach, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said Party or not, shall be deemed to be an exclusion of any other.

27.25. Default/Material Breach: Concessionaire shall be in default of its obligations under this Agreement if any of the following events occurs:

- a. Concessionaire's failure to make payments when due or within ten (10) days after notification that such payment is past due;
- b. Concessionaire's breach of any term, covenant or condition of this Agreement, except those requiring payment, and Concessionaire's failure to cure such breach within fourteen (14) days after written notice from City specifying the nature of such breach;
- c. Concessionaire's breach of any of Concessionaire's duties and obligations under this Agreement, which breach can be cured, if such breach is not cured within forty-eight (48) hours after being provided written notice thereof by the City; ~~or~~

d. Concessionaire's vacation or abandonment of the Property in excess of five (5) consecutive business days;

e. Concessionaire's fraud in performance of this Agreement; or

d.f. An appointment of a receiver to take possession of all or substantially all of the assets of Concessionaire, or an assignment by Concessionaire for the benefit of creditors, or any action taken or suffered by Concessionaire under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted, if any such receiver, assignment or action is not released, discharged, dismissed or vacated within sixty (60) days.

26. Force Majeure: Concessionaire will not be in default under this Agreement in the event that the activities of Concessionaire are temporarily interrupted for any of the following reasons: riot, war or national emergency declared by the President or Congress and affecting the City of Marina, sabotage, civil disturbance, insurrection, explosion, natural disasters such as floods, earthquakes, landslides, strikes, lockouts and other labor disturbances, or other catastrophic events which are beyond the reasonable control of Concessionaire. "Other catastrophic events" does not include the financial ability of Concessionaire to perform or failure of Concessionaire to obtain any necessary permits or licenses from other governmental agencies or the right to use facilities of any public entity where such failure occurs because Concessionaire has failed to exercise reasonable diligence.

27. Termination:

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- a. The City or Concessionaire may unilaterally terminate the Agreement upon 365 days written notice for any cause or no cause whatsoever and specifying the date of termination.
- b. This Agreement shall terminate automatically upon the occurrence of any of the following events:
 - 1) Concessionaire or City materially violates any provision of the Agreement; or.
 - 2) The expiration of the Term of this Agreement or any renewal thereof.
- c. Upon termination of this Agreement or any extended periods thereof,
 - 1) Concessionaire shall pay to City all Concessionaire Payments due under the Agreement through the date of termination, including reasonable costs of removing Concessionaire's personal property;
 - 2) All additions or alterations to the improvements on the property made by Concessionaire shall become the property of City without payment of any compensation therefor; provided, however, that upon termination, City shall have the option to require Concessionaire to remove any or all added improvements or restore any altered improvement to the same condition as it was at the commencement of the term of this Agreement, all at Concessionaire's sole cost and expense.
 - 3) Concessionaire shall vacate the Concession Location and MEC Park and remove all of Concessionaire's personal property. If Concessionaire does not vacate the Concession Location and MEC Park and remove all personal property within sixty (60) days, the City may reenter the Concession Location, and shall have, in addition to the remedies specifically provided herein, any other right or remedy available to City, either in law or in equity. Items remaining at the Concession Location or MEC Park following termination of this Agreement shall be subject to a storage fee as determined by the City in City's sole discretion. On the 30th day following termination of this Agreement, all personal property of Concessionaire remaining at the Property shall automatically become the property of City, and Concessionaire agrees to forfeit Concessionaire's interests in such property, regardless of the value of such property. Accordingly, City may sell, transfer, give away or otherwise dispose of such property without further notice to or permission from Concessionaire and may retain any and all proceeds.

28. Dispute Resolution. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the Parties. The expenses of such mediation shall be shared equally between the Parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the Parties may elect to have the arbitration proceed on an informal basis; however, if the Parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.
29. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.
30. Severability: Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.
31. Counterparts: This Agreement may be signed in counterparts, each of which shall constitute an original.
32. Acknowledgment: This Agreement and the obligations of the Parties hereto are subject to the terms and conditions set forth in the deed from the USA to the City, dated April 24, 1998, and recorded at Monterey County Registry of Deeds/Clerks Office at instrument number 9824966, Exhibit A, and the current Program of Utilization (Exhibit J) which governs the use of the assigned property, as amended. Violations of the said terms and conditions may be grounds for reversion to the USA, at its discretion and termination of this Agreement. Concessionaire owned personal and real property improvements associated with the Concession Location, may be subject to seizure, without compensation, by the USA.
33. Notice: Any notice by either Party to the other shall be in writing and shall be deemed to be given only if delivered personally or mailed by registered or certified mail as follow:

City:	Layne Long City Manager City of Marina 211 Hillcrest Ave Marina CA 93933
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Concessionaire:	Ms. Sue Pennell Chaparral Country Corporation 4040 Woodside Road Woodside, California 94062 Fein # 27-0939720
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Other addresses may be established as the parties hereto may designate by written notice to the other Party and delivered in accordance with the provisions of this paragraph.

Signature Page Follows

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IN WITNESS WHEREOF, the City has authorized its **[insert title]** representing the City to sign this Agreement and Concessionaire has approved the Agreement and signed of the date first noted above.

WITNESS:

CITY OF MARINA,
(OWNER)

BY: _____

[Name]

[Title]

211 Hillcrest Ave
Marina CA 93933

WITNESS:

CONCESSIONAIRE
Chaparral Country Corporation

BY: _____

Shawn Mott

President

Chaparral Country Corporation
4040 Woodside Road
Woodside, California 9406

Draft Concessionaire Agreement Chaparral 9.11.2022

STATE OF CALIFORNIA)

) ss

COUNTY OF _____)

On this _____ day of _____, 2022 before me, _____,

personally appeared _____, representing

the City, known to be the person described in the foregoing instrument and acknowledged that

he/she executed the same in the capacity therein state and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand.

Notary Public

My Commission Expires: _____

STATE OF CALIFORNIA)

) ss

COUNTY OF _____)

On this _____ day of _____, 2022 before me, _____,

personally appeared _____, representing

Concessionaire, known to be the person described in the foregoing instrument and acknowledged

that he/she executed the same in the capacity therein state and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand.

Notary Public

My Commission Expires: _____

Exhibit D – Permitted Concessionaire Uses and Programs

Concessionaire shall use, occupy, and maintain the ~~premises/portion of premises herein assigned~~ Concession Location in a business like, careful, clean, and non-hazardous manner for the sole purpose of providing services more particularly described in this Exhibit D.

Concessionaire shall operate facilities as follows:

Primary operations

Scope of Primary Equine Services:

Concessionaire will operate existing facilities for equine based recreational services including, but not limited to the following:

Riding and equine husbandry service instruction and lessons for persons of all ages

1. Trail rides of various durations
2. Youth and adult equine day camps,
3. Pony rides
4. Wagon, carriage, hayrides and stage coach rides
5. Company groups and team building events
6. Boy Scout and Girl Scout and other similar fraternal group troops events and outings and merit badge opportunities
7. Public, Private and Charter school field trip events.
8. Private rental and private clubs
9. Short-term overnight boarding operated in conjunction with permitted use
10. Themed events

Supplemental information related to camp events

Riding Camps will be operated on a periodic basis by Concessionaire on a schedule set by Concessionaire. Camps are designed for riders of all levels. Students will be divided into groups according to age and ability.

Concessionaire shall operate organized trail rides events at their discretion and on a schedule of their choosing. Concessionaire shall have the exclusive right to operate organized trail rides originating or terminating on Property.

Clinics, private club, charter events, team building and company groups

Concessionaire shall operate events at their discretion.

Staffing

Concessionaire shall employ a General Manager who shall supervise the operation of events and services operated under Concession Agreement. Concessionaire shall employ appropriate staffing necessary for the operation of the Concession including full-time or part-time Lesson Instructors, support staff, maintenance crew, and 24 hour security.

Hours of operation

Operating hours are spelled out in the current Operations Plan as 7 days a week from 9 am to 4 pm. Concessionaire may propose revised operating hours subject to City approval and may limit access ~~to Concessionaire~~ to Concession Location during non-operating hours.

Maintenance Program:

Onsite maintenance person will be responsible for maintenance.

Manure will be removed from the site at least once per week per the Manure Plan.

There will be water truck onsite for any dust issues.

Fly issues will be dealt with in a timely manner with non- pesticides as needed.

Ancillary Services to be permitted

Concessionaire may operate additional services related to the operations of equine operations and shall be permitted to contract with others for the provision of goods and services which shall be supervised and contracted by Concessionaire. Revenues from said operations shall be accounted for and shall be reported in accordance with payment and revenue agreement between Concessionaire and City.

Ancillary Services may include, but are not limited to the following:

1. Themed events, Clinics, Horse Shows
2. Horses through history program, reenactments
3. Petting zoo
4. Bicycle rentals, scooters, electric bikes, Segway rentals, ropes course
5. Food trucks, restaurant, chuckwagon, chili festivals, BBQ
6. Wagon rides, carriage rides,
7. Town: General Store, School, Army fort, post office
8. Beach rides
9. Yoga retreats
10. Wedding and themed event packages
11. Overnight trailer parking
12. Museum of horses and army memorabilia
13. Live music
14. City programs

Exhibit F – Personal Property & Fixtures**Furnishing & Fixtures:****2830 5th Ave**

- Horse stocks
- Upholstered sofas
- 2 Cabinets
- 3 Sinks
- Fountain
- Furnace
- Restroom toilet and sink
- Electrical panel
- Medium cabinet- 3 Historic signs hung on the wall
 - “Riding Stables...”
 - “HQ Commandant...”
 - “7th Infantry Div. (light)...”
- 1 Sign placed on the ground
 - “Pony Rides...”
- 3 Medium bookshelf cabinet
- 1 Small bookshelf cabinet
- 1 Chair
- 1 Desk- 2 Window shades

2832 5th Ave

- 3 Cabinets
- Sink
- Furnace
- Restroom toilet and sink
- Stove
- Water heater
- Shower
- Portable stage
- 3 Bulletin Boards

2834 5th Ave

- 2 Concrete water troughs (Southeast corner of the building)
- Hitching post (North side of the building)
- Washing station (North side of the building)

Draft Concessionaire Agreement Chaparral 9.11.2022

- 2 White picket fence

2836 5th Ave

- Restroom sink and toilet
- Water heater

2838 5th Ave

- Big sink
- Sink attached to an L-shape cabinet
- 2 small sinks
- 3 Desks
- 2 Restroom toilets
- 2 Restroom sinks
- Furnace
- Electrical panel
- All existing pipe fences plus metal structure outside the building
- Army bookcase

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City Clerk
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

Bruce A. Reeve
Monterey County Recorder
Recorded at the request of
City of Salinas

CROLIE
4/24/1998
8:45:44

DOCUMENT: **9824966**

M0009824966M

Titles: 1 / Pages: 12

Fees
Taxes
Other
AMT PAID

TITLE(S) OF DOCUMENT

EXHIBIT A

Quitclaim Deed

MARINA EQUESTRIAN CENTER - FT ORDCA
DACAO5-9-97-610

ENCL 4

Parcel L5.9.1, Fort Ord
Equestrian Center Parcel
Monterey County, California

QUITCLAIM DEED

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Director, National Park Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 337), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor" or "Army" in specific situations), for and in consideration of the perpetual use of the hereinafter described premises as and for public park and public recreation area purposes, by the City of Marina, California (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, all Grantor's right, title and interest in and to property, including all buildings, improvements, and fixtures thereon, located in Monterey County, California, consisting of approximately 27.235 acres, and identified as Parcel A in Exhibit A, attached hereto;

The property is conveyed "As Is, Where Is" without any representation, warranty or guarantee, except as required pursuant to applicable law or otherwise stated herein, by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which it was intended, and no claim for allowance or deduction upon such ground will be considered. There is no objection on the part of the Grantor to make any alterations, repairs, or additions, and neither said Grantor or Army shall be liable for any latent or patent defects in the property.

The hereinbefore described property is granted by the Grantor to the Grantee subject to valid and existing easements for streets, utility systems, rights-of-way, railroads, pipelines; and/or covenants, restrictions, reservations, conditions, and agreements which now exist affecting the foregoing the described premises and further subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Defense Base Closure and Realignment Act of 1990, as amended and the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations, and orders promulgated thereunder, the Department of the Army determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for conveyance to the Grantee.

The Grantor expressly excepts and reserves all oil, gas, and mineral rights and deposits in said land to the Grantor or to such person(s) as may be authorized by the Grantor to prospect, mine, and remove such deposits from the hereinbefore described property under applicable laws.

And the Grantee by its acceptance of this deed does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in an application submitted by the Grantee on July 28, 1993, and amended by letter dated May 25, 1994, which program and plan may be amended from time to time at the written request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments will be added to and become a part of the original application.

2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.
3. The property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency without the prior approval of the Secretary of the Interior in writing. Any such disposition shall assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.
4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.
5. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that: (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successor; (6) this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns; and (7) the Grantor expressly reserves a right of access to, and entrance upon, the above described property in order to determine compliance with the terms of this conveyance.
6. The Grantee further agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718) the Architectural Barriers Act of 1968 as amended by Public Law 91-205 of 1970 (84 Stat. 49) to assure that public facilities developed on this property are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394) that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity in effect on this property; and agrees to comply with the provisions of Title III of the Age Discrimination Act of 1975, as amended (Public Law 94-135; 45 C.F.R. Part 90) prohibiting discrimination on the basis of age in programs and activities conducted on this property.
7. The Grantee further agrees to comply, where applicable, with the provisions of the Flood Disaster Protection Act of 1973 (87 Stat. 975) and the National Flood Insurance Act of 1968 (42 U.S.C. 4102).

8. The Grantee, its successors and assigns, shall hold harmless, defend and indemnify the United States, its employees, agents, and representatives from and against any suit, claim, demand or action, liability, judgement, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss) that relates to the Grantee's failure to comply with the terms of this deed or from the use or occupancy of the property by the Grantee and/or the Grantee's successors and assigns, transferees, or agents, except as otherwise provided in this deed or law.
9. The conveyed property is subject to the condition and requirement that the Grantee shall convey to Monterey County an easement for a future light rail corridor. "The area subject to this condition and requirement is described as a portion of Parcel A, labeled as the "approximate limits of future light rail corridor", an area containing approximately 4.117 acres, as depicted on a Record of Survey attached as Exhibit B. Said future conveyance shall be at no cost, except for direct and indirect expenses of such conveyance, and will be subject to prior approval and any condition deemed appropriate by the Grantor.
10. The conveyed property is subject to the following reservations;
 - 10.1. A reservation for use by the U.S. Army Corps of Engineers of a 0.942 acre area for a period of ten years. The area subject to the reservation is described as a 0.942 acre parcel, a portion of Parcel A, as depicted on attached Exhibit C. Said reservation requires the Grantee to permit the use of said described property by the U.S. Army Corps of Engineers, subject to mutually agreeable terms and conditions contained within a reservation agreement.
 - 10.2. A reservation for all storm sewer and sanitary sewers collection lines located on the property, serving and collecting stormwater and wastewater from locations not on the property, subject to future assignment and transfer of said facilities.
 - 10.3. A reservation for water distribution lines located between the property boundary and water meter location. All telecommunications facilities located on the property are transferred to the Grantee without reservation.
 - 10.4. The Grantee shall not impair the reasonable maintenance, repair, or replacement of improvements described within this section, provided that proper consultation and coordination has occurred with the Grantee.
11. The Grantee acknowledges that it has received the technical environmental reports, described within this instrument, prepared by, or on behalf of the Army. The Grantee acknowledges that it has inspected and accepts the physical condition and current level of environmental hazards on the property and deems the property to be safe for the Grantee's intended use, human health, and the environment in general, except as otherwise noted herein. The Grantee's acknowledgement of the condition of the Property creates a rebuttable presumption that hazardous substances, pollutants, contaminants, or petroleum products discovered on the property after the date of the transfer are related solely to the activity of, caused, deposited, or created by the Grantee, its agents, transferees, successors or assigns. The Grantee, its agents, transferees, successors or assigns as consideration for the conveyance, agrees to release the Grantor and Army from any liability or responsibility for any claims or damages arising out of or in any way related to the release of any substances on the property occurring after the conveyance of the property to the Grantee. This paragraph shall not affect or limit liabilities of the Army under applicable law or its responsibilities to conduct response actions or corrective actions that are required by law.
12. By accepting this deed, the Grantee, acknowledges that the Army has provided the Grantee with a copy of the *Federal Facilities Agreement* (FFA) dated July 23, 1990, between the Army and the U.S. Environmental Protection Agency (EPA). The Army shall provide the Grantee with a copy of any future amendments to the FFA. In this regard, it is understood that:

- 12.1. In exercising the rights hereunder, the Army shall give the Grantee or its successor or assigns reasonable notice of action taken on the property under the FFA and shall, to the extent reasonable, consistent with the FFA endeavor to minimize the disruption to the operation and use of the subject property.
 - 12.2. The Grantee agrees that notwithstanding any other provision of this deed, the United States assumes no liability to the Grantee, its successor or assigns, or any other person, should implementation of the FFA interfere with the use of the property. The Grantee and its successors and assigns shall have no claim on account of any such interference against the United States or any officer, agency, employee, or contractor thereof.
 - 12.3. The Grantee covenants for itself, its successors and assigns to not interfere with any response action being undertaken on the subject property, or interrupt, relocate, or directly or indirectly interfere with any remediation system, now or in the future located, over, through, or across any portion of the property without the prior written consent of the Army and EPA.
 - 12.4. Prior to the determination by the United States that all remedial action is complete under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of the Fort Ord National Priorities List (NPL) site, the Grantee, its successors and assigns shall; (a) not undertake activities on the property that would interfere with or impede the completion of the CERCLA clean-up at the Fort Ord NPL site, (b) give prior written notice to the Army, EPA, and DTSC of any construction, alterations, or similar work on the property which may interfere with or impede said clean-up, and (c) comply with any institutional controls put in place by the Grantor or required by the previously issued Record of Decision (ROD) or amendments thereto, issued pursuant to the National Environmental Policy Act (NEPA) or the FFA, and (d) ensure that any permit or license for the use of property provides for legally binding compliance with terms herein.
 - 12.5. All terms and conditions contained within this section shall bind and run with the land and are forever enforceable by the Army, EPA or DTSC. The Grantor reserves the right to rescind all or portions of this section, upon request of the Grantee, following the receipt of a determination by the United States that all remedial actions at the Fort Ord NPL site are complete.
 - 12.6. Prior to the determination by the Army that all remedial action under CERCLA and the FFA are complete for the Fort Ord NPL site, the Grantee shall provide written notice by certified mail to the appropriate regional office of the EPA and the State of California Department of Toxic Substances Control (DTSC), together with the required authorization of the Grantor as required by other terms and conditions of the deed, of any conveyance of interest in the subject property. Said notice shall be made within fourteen days of the date of transfer.
13. Pursuant to Section 120(h)(3)(A)(i) of CERCLA (42 U.S.C. 9620), the Grantor has been provided a copy and an opportunity to review the *Finding of Suitability to Transfer* (FOST), dated July 14, 1997 and the Letter of Assignment (LOA) dated September 5, 1997. The FOST and LOA contains, to the extent such information is available, a notice of the type and quantity of hazardous substances stored on the property for one year or more, a notice of the time at which such storage, release, or disposal took place, and a description of the remedial actions taken on the property.
 14. Pursuant to Section 120(h)(3)(A)(ii)(I) and (B) of CERCLA, and pursuant to a finding by the EPA that the groundwater remedy for the property is operating properly and successfully, the Army has covenanted, by virtue of a 1997 Memorandum of Agreement (hereby incorporated and made a part of this agreement by reference) between the Grantor and the Department of Defense among others, that all remedial action necessary to protect human health and the environment with respect to any hazardous substances on the property has been taken prior to this conveyance.
 15. The Grantee acknowledges the receipt of notice contained within the FOST and LOA regarding the contamination of groundwater located beneath the property with volatile organic chemicals. The Grantee

covenants for itself, its successors and assigns that it shall not engage in or authorize the drilling water wells, use the groundwater, or access to the groundwater beneath the property. These restrictions bind and run with the land and are forever enforceable by the Grantor or the State of California.

16. Pursuant to Section 120(h)(3)(A)(ii)(II) of CERCLA, the Army has covenanted, by virtue of a 1997 Memorandum of Agreement (hereby incorporated and made a part of this conveyance) between the Grantor and the Department of Defense among others, that any additional remedial action found to be necessary after the date of this conveyance that resulted from the Army's use or occupancy of the property shall be conducted by the Army.
17. Pursuant to Section 120(h)(3)(A)(iii) of CERCLA, the Grantor reserves a right of access to the property on behalf of the Army, EPA, and DTSC in any case in which remedial action or correction action is found to be necessary, after the date of this conveyance. To the extent permitted by law, this reservation includes the right or access to and the use of available utilities at reasonable cost. The Army shall give the Grantee reasonable notice of action requiring access to the property and endeavor to minimize the disruption of the Grantee's use of the property.
18. The Grantee, its successors or assigns, acknowledges the provisions of the *Habitat Management Plan* (HMP), incorporated and made a part hereof, may apply to the subject property. The property is shown in the HMP as parcel L5.9.1 and is designated as a Development Area. The Grantee, its successors or assigns, is responsible for complying with the Endangered Species Act (16 U.S.C. 1531-1544), its regulations, the HMP, and the accompanying Biological Opinion by the U.S. Fish and Wildlife Service, dated April 11, 1997, as may be applicable to the property conveyed by this deed.
19. The Grantee is hereby informed and does acknowledge nonfriable asbestos and asbestos containing materials have been found on the property [*Asbestos Survey Report, U.S. Army Corps of Engineers-Fort Ord Installation, Fort Ord, California* (April 1993)]. The Grantee covenants and agrees, on behalf of it, its successors and assigns, that in its use and occupancy of the property, it will comply with all Federal, State and local laws relating to asbestos; and that neither the Grantor or Army assumes liability for damages for personal injury, illness, disability or death, to the Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property, whether Grantee, its successors or assigns have properly warned or failed properly to warn the individual(s) injured. The Grantee further agrees to be responsible for any future remediation of asbestos found to be necessary on said property.
20. The Grantee is hereby informed and does acknowledge that all buildings on the property constructed prior to 1978 are presumed to contain lead based paints. The presence of lead based paints within these structures effects there possible use for residential purposes in compliance with 24 CFR Part 35, Subpart H. The Grantee acknowledges receipt of notice to this effect as contained in the FOST, LOA, Environmental Baseline Survey or the *Community Environmental Response Facilitation Act (CERFA) Report, Fort Ord* (April 8, 1994).
 - 20.1. The Grantee acknowledges that lead based paints present an exposure risk to young children and pregnant women, which could result in lead poisoning resulting in neurological damage. The Grantee covenants and agrees to provide notice of said risks to any successor or assign of any interest in said property pursuant to this deed.
 - 20.2. The Grantee covenants that it has received the opportunity to conduct a risk assessment or inspection for the presence of lead-base paints or lead based paint hazards prior to the execution of this conveyance. The Grantee further covenants that it will provide for an inspection, abatement, and/or elimination of any lead based paint hazard prior to the occupancy or use said portion of the property

containing a lead based paint hazard by successors or assigns as required by and in compliance with applicable federal and state law. The Grantee covenants and agrees to be responsible for any remediation of lead based paint or lead based paint hazards on the property found to be necessary after the date of conveyance.

- 20.3. The Grantee covenants and agrees, on behalf of it, its successors and assigns, to indemnify and hold harmless the Grantor and Army, its agents and employees against any health problems which may result from the existence of lead-based paint on the property or any claims by the parties in relation to thereto.
21. The Grantee acknowledges that said property is located on a former military installation with a history of ordinance and explosive (OE) use. Although OE investigations indicate that OE is unlikely on the property, there is a potential for OE to be present. In the event that the Grantee, its successors or assigns, should discover or become aware of ordinance or explosives on the property, the Grantee agrees it shall not attempt to remove or destroy it but shall notify local law enforcement officials and the Directorate of Law Enforcement at the Presidio at Monterey for prompt disposal of such ordinance at no expense to the Grantee.
22. The Grantee, its successors and assigns, acknowledges that said property is located within the vicinity of general aviation airports, and covenants and agrees to obtain a determination of no hazard to air navigation issued by the Federal Aviation Administration, pursuant to 14 CFR 77, for any proposed structure which would exceeds an elevation of 330 feet mean sea level at its highest point.
23. An obligation by the Army to reimburse any money under this deed is subject the availability of appropriated funds, and nothing in this deed shall be interpreted to required obligations or payment by the United States in violation of the Anti-Deficiency Act.
24. The Grantee and its successors and assigns shall hold harmless, defend, and indemnify the United States, its employees, agents, and representatives, from and against any suit, judgement, cost or other fee (including death, illness, or loss of or damage to property or economic loss) that results from, or is in any manner predicated upon, the release or threaten release of any hazardous substance, pollutant, or contaminant, or petroleum or petroleum derivative as a result of the activities of the Grantee or the Grantee's successors, assigns, transferees, and/or agents except where such suit, claim, demand or action, liability, judgement, cost or other fee is the result of negligence of willful misconduct by the Department of Defense or any of its employees, agents, or representatives.
25. Subject to the limitation and other requirements contained in Section 303 of the National Defense Authorization Act for Fiscal Year 1993 (P.L. 102-484), as amended (10 U.S.C. 2687), the Secretary of Defense shall hold harmless, defend, and indemnify the Grantee, its successors and assigns, transferees, and/or agents from and against any suit, judgement, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss) that results from, or is in any manner predicated upon, the release of any hazardous substance, pollutant, or contaminant, or petroleum or petroleum derivative as a result of Department of Defense activities at the Fort Ord NPL site.
26. In the event that there is a breach by the Grantee, its successors or assigns, of any of the conditions and covenants, whether caused by the legal or other inability of the Grantee, its successors or assigns, to perform said conditions and covenants, the Grantor will give written notice, with a reasonable time stated therein, that the Grantee shall eliminate, rectify, cure, or commence actions necessary to cure said breach. Upon failure to eliminate, rectify, cure, or commence actions necessary to cure said breach within the time set forth in the notice, all right, title, and interest in and to said premises shall, at the Grantor's option revert to and become the property of the Grantor. In addition to all other remedies for such breach, the Grantee, its successors and

assigns, at the Grantor's option, shall forfeit all right, title, and interest in any and all of the tenements, hereditaments, and appurtenances thereunto belonging. The failure of the grantor to require in any one of more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment or such future performance, but obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

27. The Grantor, Army, and other federal agencies, have the right of access, upon reasonable notice, to inspect for compliance with the provisions herein, as well as applicable federal laws and regulations. The Grantor, to the extent it knows, will give the Grantee reasonable prior notice of the intention of Army or other federal agencies to enter. Such notice shall not apply when the entry is required for safety, environmental, operation, or security or law enforcement purposes.

During the above access situations, the United States, and its agencies will be liable to the extent allowed by the Federal Tort Claims Act for wrongful death, personal injuries, or property damage resulting from negligent or wrongful act or omission of any employee of the United States while acting within the scope of his employment, arising out of this conveyance. Further, said Grantor, or other federal agency employees will be covered by the Federal Employees Compensation Act, to the extent allowed by law, for injuries to said employees.

28. The Grantee, by its acceptance of this deed, covenants and agrees for itself, and its successors and assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in the property to the Grantor, or the Grantee voluntarily returns title to the property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of said property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in its regulations FPMR 101-47.402 in effect as of the date of this deed.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf on this the 13th day of April, 1998.

UNITED STATES OF AMERICA

Acting by and through the Secretary of the Interior

By

Martha K. Leicester

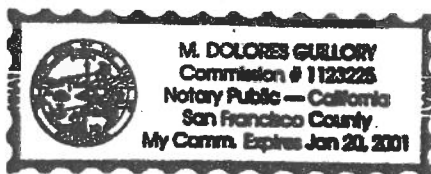
Martha K. Leicester

Acting Regional Director, Pacific West

National Park Service

(COUNTY OF SAN FRANCISCO)
) SS.
 (STATE OF CALIFORNIA)

On this 13th day of April, 1998, before me, the subscriber, personally appeared Martha K. Leicester, to be known and personally known to me to be the Acting Regional Director, Pacific West, National Park Service, of the United States of America, acting by and through the Secretary of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument as such Acting Regional Director, Pacific West aforesaid, as the act and deed of the United States, for and on behalf of the Secretary of the Interior, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.



Witness my hand and official seal.

M. Dolores Guillory
 NOTARY PUBLIC

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

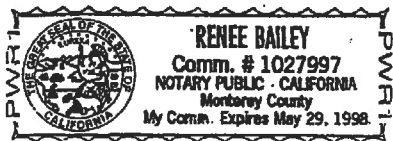
City of Marina, California

By *[Signature]*

Date 4-23-98

(COUNTY OF MONTEREY)
) SS.
 (STATE OF CALIFORNIA)

On this 23 day of April, 1998, before me, the undersigned notary, the subscriber, personally appeared and being the duly authorized official of the City of Marina, California and known to me to be the same person described herein and who executed the foregoing acceptance of said on behalf of the city of Marina, California, for the purposes and uses therein described.



Witness my hand and official seal.

Renee Bailey
 NOTARY PUBLIC

Exhibit A

Description of Parcel A, Being a Portion of Fort Ord
Military Reservation, Shown as Parcel 1 in Volume 19
Page 1 for the City of Marina

CERTAIN real property situated in Monterey City Lands Tract No. 1, County of Monterey, State of California, particularly described as follows:

PARCEL A (27.235 ACRES)

COMMENCING at a 6" concrete monument with lead and tack (no tag) found at that certain Corner Numbered two hundred sixty-one (261) of Parcel 1, as said corner and parcel are shown and so designated on that certain map entitled "Record of Survey showing the Perimeter Boundary of the Fort Ord Military Reservation, etc.", filed September 7, 1994 in Volume 19 of Surveys, at Page 1, Records of Monterey County, California, said monument and corner being at coordinate Northing = 2138286.563 and Easting = 5745102.987; thence

- (a) S. 77° 55' 43" W., 3680.54 feet to the TRUE POINT OF BEGINNING (being at coordinate Northing = 2137516.848 and Easting = 5741503.834); thence
- (1) S. 56° 33' 29" E., 181.47 feet; thence
- (2) S. 47° 51' 16" E., 403.83 feet; thence
- (3) S. 29° 11' 45" W., 478.33 feet; thence
- (4) S. 39° 53' 22" W., 171.53 feet; thence
- (5) S. 14° 58' 50" W., 308.06 feet; thence
- (6) S. 20° 53' 46" W., 96.22 feet; thence
- (7) S. 15° 18' 06" E., 183.54 feet; thence
- (8) S. 17° 52' 59" W. (at 78.15 feet, a point hereinafter being referred to as "Point A"), 208.16 feet; thence
- (9) N. 72° 39' 23" W., 894.99 feet; thence
- (10) N. 16° 51' 19" E., 793.54 feet; thence
- (11) N. 44° 32' 33" E., 921.14 feet to the TRUE POINT OF BEGINNING.

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT AT THE REQUEST OF THE CITY OF MARTHA JANUARY 1918

JOHN H. VAN ZANDER
L.S. 19310 -
STATE OF CALIFORNIA
EXPIRES 31 MARCH 1997.



FILED FOR RECORD AT THE REQUEST OF BESTOR ENGINEERS, INC.
THIS DAY OF _____, 1993, AT _____, M., IN VOLUME _____
OF SURVEY MAPS AT PAGE _____, RECORDS OF MONTEREY COUNTY,
CALIFORNIA.

BRUCE A. REEVES
COUNTY RECORDER

SERIAL NO. _____

DEPUTY

FEE: \$ _____

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8768
OF THE LAND SURVEYORS ACT THIS _____ DAY OF _____
1998.

COUNTY SURVEYOR

• SET 3/4" I.P. WITH PLASTIC PLUG "ACE 15310"

RECORD OF SURVEY

BOUNDARY OF A 27.235 AND 3.221 ACRE PARCEL
BEING A PORTION OF FORT QRD MILITARY RESERVATION
(AS SHOWN IN VOL. 19 OF SURVEYS, PAGE 1)

MONTEREY CITY LANDS TRACT No. 1.
MONTEREY COUNTY, CALIFORNIA
FOR
CITY OF MARINA
BY



EDITOR ENGINEERS, INC.
701, Colma
SUNNYVALE - SAN FRANCISCO
94065, CALIFORNIA 94065
JANUARY 1986 SCALE: 1" = 200' W.O. 44113

1 x 1.385

DATE	MARKING	COSTING
1/1/50	125.16	125.16
2/1/50	125.16	125.16
3/1/50	125.16	125.16
4/1/50	125.16	125.16
5/1/50	125.16	125.16
6/1/50	125.16	125.16
7/1/50	125.16	125.16
8/1/50	125.16	125.16
9/1/50	125.16	125.16
10/1/50	125.16	125.16
11/1/50	125.16	125.16
12/1/50	125.16	125.16
1/1/51	125.16	125.16
2/1/51	125.16	125.16
3/1/51	125.16	125.16
4/1/51	125.16	125.16
5/1/51	125.16	125.16
6/1/51	125.16	125.16
7/1/51	125.16	125.16
8/1/51	125.16	125.16
9/1/51	125.16	125.16
10/1/51	125.16	125.16
11/1/51	125.16	125.16
12/1/51	125.16	125.16
1/1/52	125.16	125.16
2/1/52	125.16	125.16
3/1/52	125.16	125.16
4/1/52	125.16	125.16
5/1/52	125.16	125.16
6/1/52	125.16	125.16
7/1/52	125.16	125.16
8/1/52	125.16	125.16
9/1/52	125.16	125.16
10/1/52	125.16	125.16
11/1/52	125.16	125.16
12/1/52	125.16	125.16
1/1/53	125.16	125.16
2/1/53	125.16	125.16
3/1/53	125.16	125.16
4/1/53	125.16	125.16
5/1/53	125.16	125.16
6/1/53	125.16	125.16
7/1/53	125.16	125.16
8/1/53	125.16	125.16
9/1/53	125.16	125.16
10/1/53	125.16	125.16
11/1/53	125.16	125.16
12/1/53	125.16	125.16
1/1/54	125.16	125.16
2/1/54	125.16	125.16
3/1/54	125.16	125.16
4/1/54	125.16	125.16
5/1/54	125.16	125.16
6/1/54	125.16	125.16
7/1/54	125.16	125.16
8/1/54	125.16	125.16
9/1/54	125.16	125.16
10/1/54	125.16	125.16
11/1/54	125.16	125.16
12/1/54	125.16	125.16
1/1/55	125.16	125.16
2/1/55	125.16	125.16
3/1/55	125.16	125.16
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5/1/55	125.16	125.16
6/1/55	125.16	125.16
7/1/55	125.16	125.16
8/1/55	125.16	125.16
9/1/55	125.16	125.16
10/1/55	125.16	125.16
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1/1/57	125.16	125.16
2/1/57	125.16	125.16
3/1/57	125.16	125.16
4/1/57	125.16	125.16
5/1/57	125.16	125.16
6/1/57	125.16	125.16
7/1/57	125.16	125.16
8/1/57	125.16	125.16
9/1/57	125.16	125.16
10/1/57	125.16	

NOTE REGARDING DERIVATION OF COORDINATES:

STATISTICAL PLANT COORDINATES BASED ON THE NORTH AMERICAN DATUM OF 1983 (1992). THESE COORDINATES WERE OBTAINED FROM THE BUREAU OF LAND MANAGEMENT (BLM) AND WERE SCALING BY A MEAN PRODUCT COMBINATION FACTOR OF .998350223 TO PRODUCE "GROUND" COORDINATES. THE COORDINATES LISTED ARE THEREFORE NOT STATE PLANE COORDINATES. TO OBTAIN THE COORDINATES, MULTIPLY THE GROUND DISTANCES BY THE MEAN PRODUCT COMBINATION FACTOR, AND ADDITIONALLY, ADD THE STATE PLANE GRID DISTANCES TO THE GROUND DISTANCES. THE BLM HAS A STATE PLANE COORDINATE LIST FOR CALIFORNIA STATE PLANE ZONE 4, WHICH IS BASED ON THE NAD 83 PROJECTION FOR CALIFORNIA STATE PLANE ZONE 4.

ON THE BASIS OF BEARINGS

THE BASIS OF REARINGS FOR THIS SURVEY IS THE GRID BEARING OF N 37°05' OF E BETWEEN CALIFORNIA HIGH PRECISION GEODETIC NETWORK STATION 1100 AND STATION 1101. THE GRID BEARING IS BASED ON THE LAMBERT PROJECTION FOR CALIFORNIA STATE PLANE ZONE 4. THE COORDINATES FOR THE TWO CONTROL POINTS WERE ESTABLISHED BY THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) IN CONJUNCTION WITH THE NATIONAL GEODETIC SURVEY. THE SURVEY WAS CONDUCTED USING THE FOLLOWING SURVEYING TECHNIQUES:



EXHIBIT B

SITE MAP

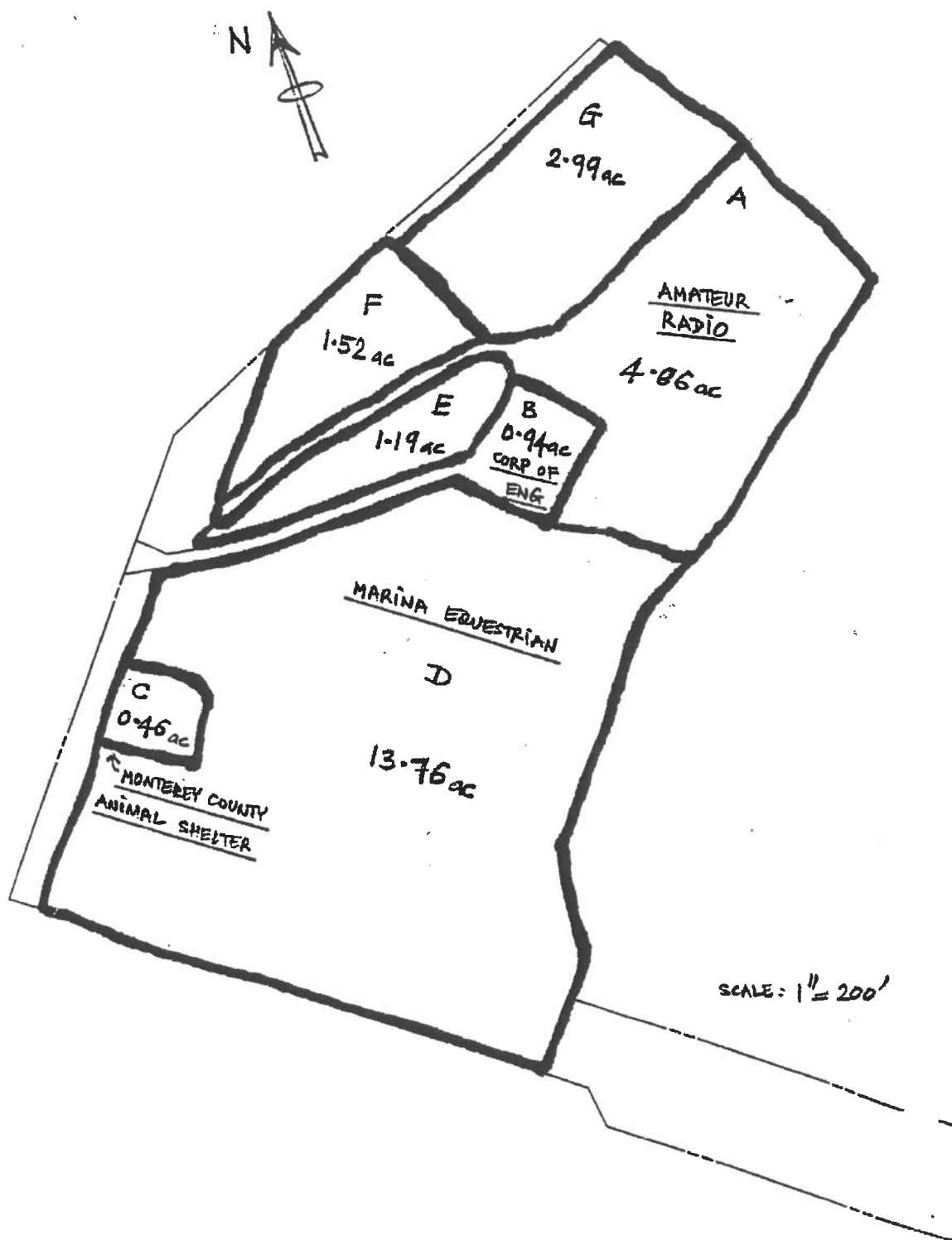


EXHIBIT C

CONCESSION LOCATION

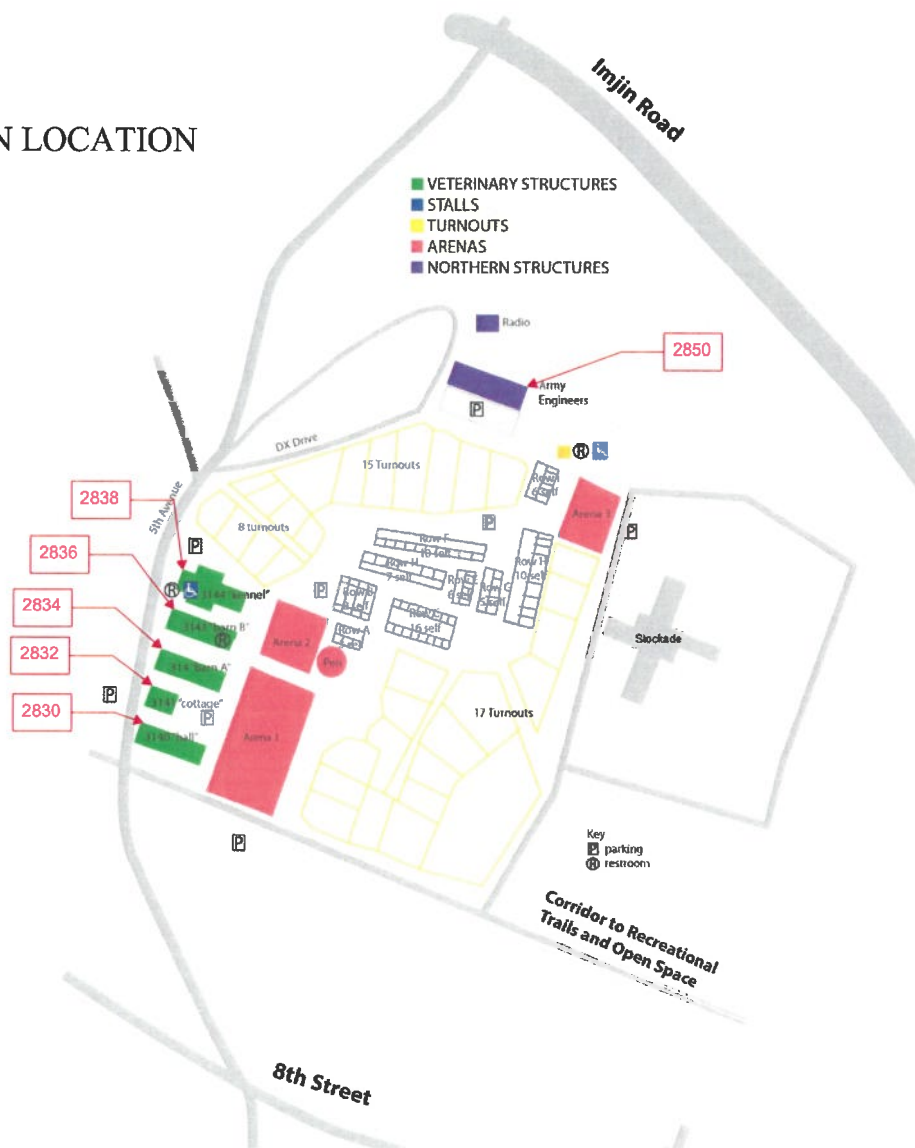


Exhibit D – Permitted Concessionaire Uses and Programs

Concessionaire shall use, occupy, and maintain the Concession Location in a business like, careful, clean, and non-hazardous manner for the sole purpose of providing services more particularly described in this **Exhibit D**.

Concessionaire shall operate facilities as follows:

Primary operations

Scope of Primary Equine Services:

Concessionaire will operate existing facilities for equine based recreational services including, but not limited to the following:

Riding and equine husbandry service instruction and lessons for persons of all ages

1. Trail rides of various durations
2. Youth and adult equine day camps,
3. Pony rides
4. Wagon, carriage, hayrides and stage coach rides
5. Company groups and team building events
6. Boy Scout and Girl Scout and other similar fraternal group troops events and outings and merit badge opportunities
7. Public, Private and Charter school field trip events.
8. Private rental and private clubs
9. Short-term overnight boarding operated in conjunction with permitted use
10. Themed events

Supplemental information related to camp events

Riding Camps will be operated on a periodic basis by Concessionaire on a schedule set by Concessionaire. Camps are designed for riders of all levels. Students will be divided into groups according to age and ability.

Concessionaire shall operate organized trail rides events at their discretion and on a schedule of their choosing. Concessionaire shall have the exclusive right to operate organized trail rides originating or terminating on Property.

Clinics, private club, charter events, team building and company groups

Concessionaire shall operate events at their discretion.

Staffing

Concessionaire shall employ a General Manager who shall supervise the operation of events and services operated under Concession Agreement. Concessionaire shall employ appropriate staffing necessary for the operation of the Concession including full-time or part-time Lesson Instructors, support staff, maintenance crew, and 24 hour security.

Hours of operation

Operating hours are spelled out in the current Operations Plan as 7 days a week from 9 am to 4 pm. Concessionaire may propose revised operating hours subject to City approval and may limit access to Concession Location during non-operating hours.

Maintenance Program:

Onsite maintenance person will be responsible for maintenance.

Manure will be removed from the site at least once per week per the Manure Plan.

There will be water truck onsite for any dust issues.

Fly issues will be dealt with in a timely manner with non- pesticides as needed.

Ancillary Services to be permitted

Concessionaire may operate additional services related to the operations of equine operations and shall be permitted to contract with others for the provision of goods and services which shall be supervised and contracted by Concessionaire. Revenues from said operations shall be accounted for and shall be reported in accordance with payment and revenue agreement between Concessionaire and City.

Ancillary Services may include, but are not limited to the following:

1. Themed events, Clinics, Horse Shows
2. Horses through history program, reenactments
3. Petting zoo
4. Bicycle rentals, scooters, electric bikes, Segway rentals, ropes course
5. Food trucks, restaurant, chuckwagon, chili festivals, BBQ
6. Wagon rides, carriage rides,
7. Town: General Store, School, Army fort, post office
8. Beach rides
9. Yoga retreats
10. Wedding and themed event packages
11. Overnight trailer parking
12. Museum of horses and army memorabilia
13. Live music
14. City programs

Draft Form of Agreement (MEC Park) Chaparral 2021-0503 for review 8.29.2022

**Exhibit E –
Materials Surveys -
Asbestos Report and Hazardous Material Disclosures**

DRAFT



EXHIBIT E

EQUESTRIAN CENTER
BUILDING 3140

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03140**

WORK ITEM INVENTORY

BLDG/ WORK ITEM	DEI RATING	CONSTR. YEAR	TYPE OF MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	FRIABILITY	ACTION	CONTRACTOR COST
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**WORK ITEM SUMMARY
BUILDING T03140**

The work items are listed below in numerical (and DEI Rating) order, and their estimated costs have been totaled.

T03140 1	13	N/A	Flooring Materials	985 SF	1st Flr Various Locations	Nonfriable	O&M	\$0
T03140 2	13	N/A	Transite Pipe	8 LF	1st Flr Mechanical Room	Nonfriable	O&M	\$0
T03140 3	13	N/A	Roof Penetration Mastic	9 E	Roof	Nonfriable	O&M	\$0
								\$0

ASBESTOS SURVEY REPORT
C PS OF ENGINEERS - FORT ORD INST LATION
BUILDING T03140

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
T03140	14	Sheet Flooring Mastic/Vapor Barrier Composite	930 SF	1	Office	P	Chrysotile	5	Nonfriable	None
T03140	15	Floor Tile Mastic/Vapor Barrier Composite	(R9)	1	Restroom	P	Chrysotile	10	Nonfriable	None
T03140	16	Sheet Flooring Mastic/Vapor Barrier Composite	(R14)	1	Office	P	Chrysotile	10	Nonfriable	None
T03140	17	Window Putty	1,400 LF	1	Exterior Wall	N		N/D		
T03140	18	Window Putty	(R17)	1	Exterior Wall	N		N/D		
T03140	19	Wallboard	(R4)	1	Office	N		N/D		
T03140	20	Wallboard	(R4)	1	Office	N		N/D		
T03140	21	Transite Pipe (8" O.D.)	8 LF	1	Mechanical Room	P	Chrysotile Crocidolite	40 30	Nonfriable	None
T03140	22	Roof Penetration Mastic	9 E	Roof	Roof	P	Chrysotile	40	Nonfriable	None
T03140	23	Roof Penetration Mastic	(R22)	Roof	Roof	P	Chrysotile	25	Nonfriable	None
T03140	24	Roofing Shingle	2,760 SF	Roof	Roof	N		N/D		
T03140	25	Roofing Shingle	(R24)	Roof	Roof	N		N/D		

(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

DIAGNOSTIC ENGINEERING INC.

15728

PROJECT NO. 1A2141AB001

ASBESTOS SURVEY REPORT
COMPANIES OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03140

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
T03140	1	Resilient Floor Tile (9" x 9") Light Brown	635 SF	1	Office	P	Chrysotile	15	Nonfriable	None
T03140	2	Floor Tile Mastic	985 SF	1	Office	N		N/D		
T03140	3	Resilient Sheet Flooring Red with Mastic	930 SF	1	Office	N		N/D		
T03140	4	Wallboard	9,430 SF	1	Corridor	N		N/D		
T03140	5	Resilient Floor Tile (9" x 9") Light Brown	(R1)	1	Corridor	P	Chrysotile	15	Nonfriable	None
T03140	6	Floor Tile Mastic Black	(R2)	1	Corridor	N		N/D		
T03140	7	Resilient Sheet Flooring Red with Mastic	(R3)	1	Corridor	N		N/D		
T03140	8	Resilient Floor Tile (9" x 9") Dark Brown	350 SF	1	Restroom	P	Chrysotile	5	Nonfriable	None
T03140	9	Floor Tile Mastic/Vapor Barrier Composite	60 SF	1	Restroom	P	Chrysotile	8	Nonfriable	None
T03140	10	Wallboard Unpainted	380 SF	1	Mechanical Room	N		N/D		
T03140	11	Wallboard Unpainted	(R10)	1	Mechanical Room	N		N/D		
T03140	12	Wallboard Unpainted	(R10)	1	Mechanical Room	N		N/D		
T03140	13	Resilient Floor Tile (9" x 9") Dark Brown	(R8)	1	Office	P	Chrysotile	8	Nonfriable	None

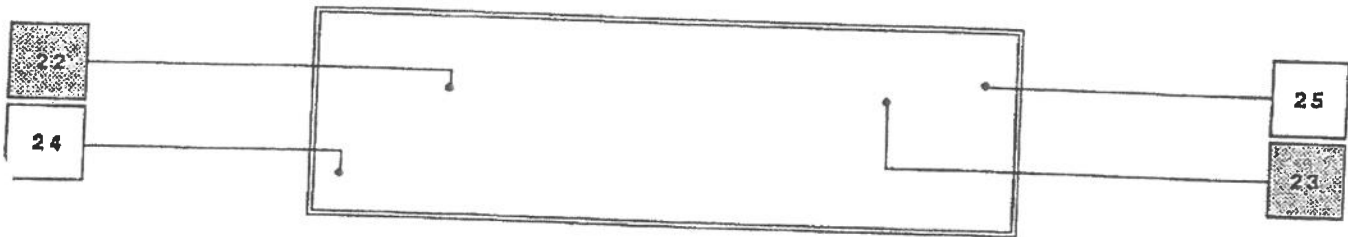
(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

DIAGNOSTIC ENGINEERING INC.

15727

PROJECT NO. 1A2141AB001

ASBESTOS SURVEY REPORT
CO ; OF ENGINEERS - FORT ORD INSTA. ATION



BUILDING T03140
ROOF PLAN
NOT TO SCALE

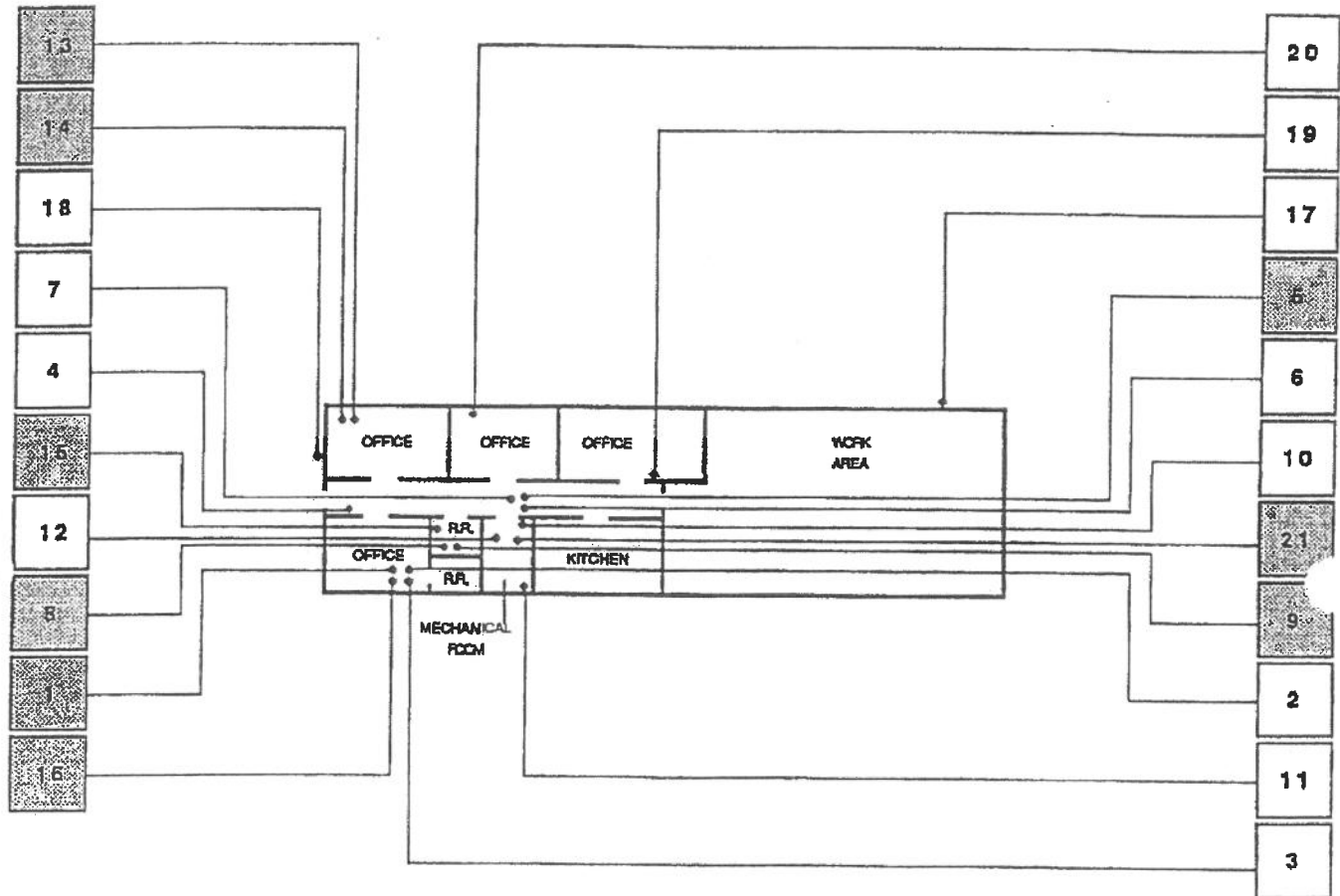


BULK SAMPLE ASBESTOS CONTENT ☒ = $\geq 0.1\%$ ☐ = NONE DETECTED

AGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

ASBESTOS SURVEY REPORT
COI OF ENGINEERS - FORT ORD INSTALLATION



BUILDING T03140
FIRST FLOOR PLAN
NOT TO SCALE



BULK SAMPLE ASBESTOS CONTENT = >0.1% = NONE DETECTED

AGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB00

XRF SURVEY FOR LEAD BASED PAINT

CLIENT:	City of Marina					
SITE:	Fort Ord, Building #3140			SURVEY DATE: 3/22/99		
Room Equivalent	Room #	Component	Substrate	Color	Result (mg/cm2)	Condition
Office	1	Window Sash	Wood	White	22.5	Poor
Office	1	Window Trim	Wood	White	26	Poor
Bathroom	3	Shelf	Wood	White	4.4	Poor
Bathroom	3	Window Sash	Wood	White	15	Poor
Room	6	Window Sash	Wood	White	16	Poor
Room	6	Window Trim	Wood	White	33	Poor
Room	8	Cabinet Counter	Wood	Green	31	Poor
Room	8	Cabinet Door	Wood	Green	33	Poor
Room	8	Cabinet Door Trim	Wood	Green	21	Poor
Room	8	Sliding Door Top	Metal	Green	1.1	Poor
Room	8	Window Sash	Wood	Green	18	Poor
Room	8	Window Trim	Wood	Green	22	Poor
Exterior East		Door Rail	Metal	Tan	24	Poor
Exterior East		Overhang	Wood	Tan	26	Poor
Exterior East		Wall Trim	Wood	Tan	19	Poor
Exterior North		Overhang	Wood	Tan	25	Poor
Exterior South		Overhang	Wood	Tan	18	Poor
Exterior South		Wall	Wood	Tan	18	Poor
Exterior South		Window Sash	Wood	Brown	16	Poor
Exterior South		Window Trim	Wood	Brown	5.3	Poor
Exterior West		Window Trim	Wood	Brown	19	Poor



EQUESTRIAN CENTER
BUILDING 3141

ASBESTOS SURVEY REPORT
CLIPS OF ENGINEERS - FORT ORD INSULATION
BUILDING T03141

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
T03141	27	Roofing Mastic	(R26)	Roof	Roof	P	Chrysotile	15	Nonfriable	None
T03141	28	Roofing Cap Sheet	450 SF	Roof	Roof	N		N/D		
T03141	29	Roofing Cap Sheet	(R28)	Roof	Roof	N		N/D		

(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

ASBESTOS SURVEY REPORT
CLIPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03141

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
T03141	14	Window Putty	480 LF	1	Exterior Wall	N		N/D		
T03141	15	Window Putty	(R14)	1	Exterior Wall	N		N/D		
T03141	16	Roofing Shingle	680 SF	Roof	Roof	N		N/D		
T03141	17	Roofing Shingle	(R16)	Roof	Roof	N		N/D		
T03141	18	Roofing Felt	680 SF	Roof	Roof	N		N/D		
T03141	19	Roofing Felt	(R18)	Roof	Roof	N		N/D		
T03141	20	Roofing Mastic	680 SF	Roof	Roof	N		N/D		
T03141	21	Roofing Mastic	(R20)	Roof	Roof	N		N/D		
T03141	22	Roof Penetration Mastic	8 E	Roof	Roof	P	Chrysotile	20	Nonfriable	None
T03141	23	Roof Penetration Mastic	(R22)	Roof	Roof	P	Chrysotile	15	Nonfriable	None
T03141	24	Roofing Felt	450 SF	Roof	Roof	N		N/D		
T03141	25	Roofing Felt	(R24)	Roof	Roof	N		N/D		
T03141	26	Roofing Mastic	450 SF	Roof	Roof	P	Chrysotile	15	Nonfriable	None

(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

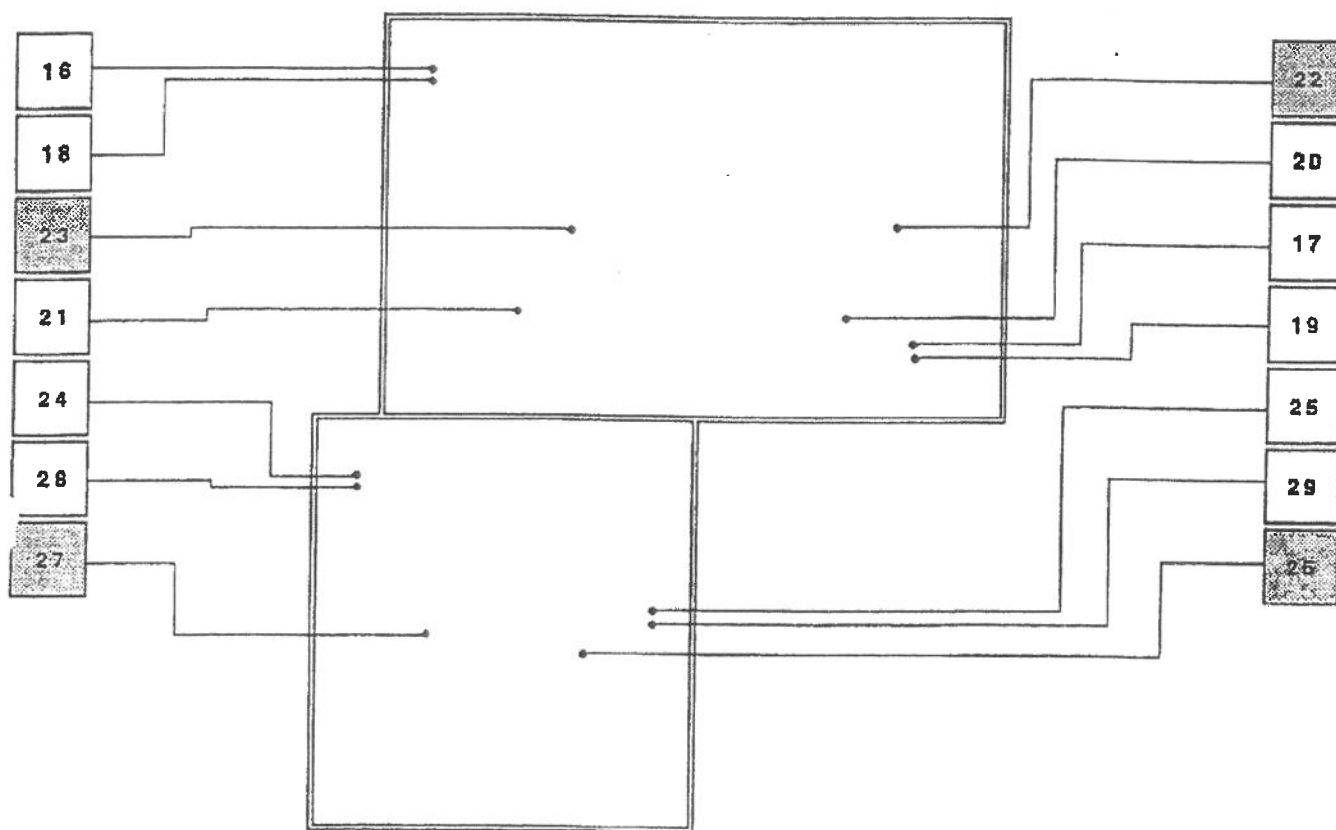
ASBESTOS SURVEY REPORT
C PS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03141

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
T03141	1	Resilient Floor Tile (9" x 9") Black	342 SF	1	Office	P	Chrysotile	5	Nonfriable	None
T03141	2	Resilient Floor Tile (9" x 9") Black	(R1)	1	Restroom	P	Chrysotile	3	Nonfriable	None
T03141	3	Floor Tile Mastic/ Vapor Barrier Composite	342 SF	1	Office	N		N/D		
T03141	4	Floor Tile Mastic/ Vapor Barrier Composite	(R3)	1	Restroom	N		N/D		
T03141	5	Resilient Floor Tile (12" x 12") Brown	174 SF	1	Office	P	Chrysotile	2	Nonfriable	None
T03141	6	Resilient Floor Tile (12" x 12") Brown	(R5)	1	Office	N		N/D		
T03141	7	Resilient Floor Tile (9" x 9") Brown	42 SF	1	Restroom	P	Chrysotile	<1	Nonfriable	None
T03141	8	Resilient Floor Tile (9" x 9") Brown	(R7)	1	Restroom	N		N/D		
T03141	9	Floor Tile Mastic	174 SF	1	Office	N		N/D		
T03141	10	Floor Tile Mastic	42 SF	1	Restroom	N		N/D		
T03141	11	Wallboard	430 SF	1	Office	N		N/D		
T03141	12	Wallboard	(R11)	1	Office	N		N/D		
T03141	13	Wallboard	(R11)	1	Office	N		N/D		

(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

ASBESTOS SURVEY REPORT
CORPORATION OF ENGINEERS - FORT ORD INSTALLATION



BUILDING T03141
ROOF PLAN
NOT TO SCALE

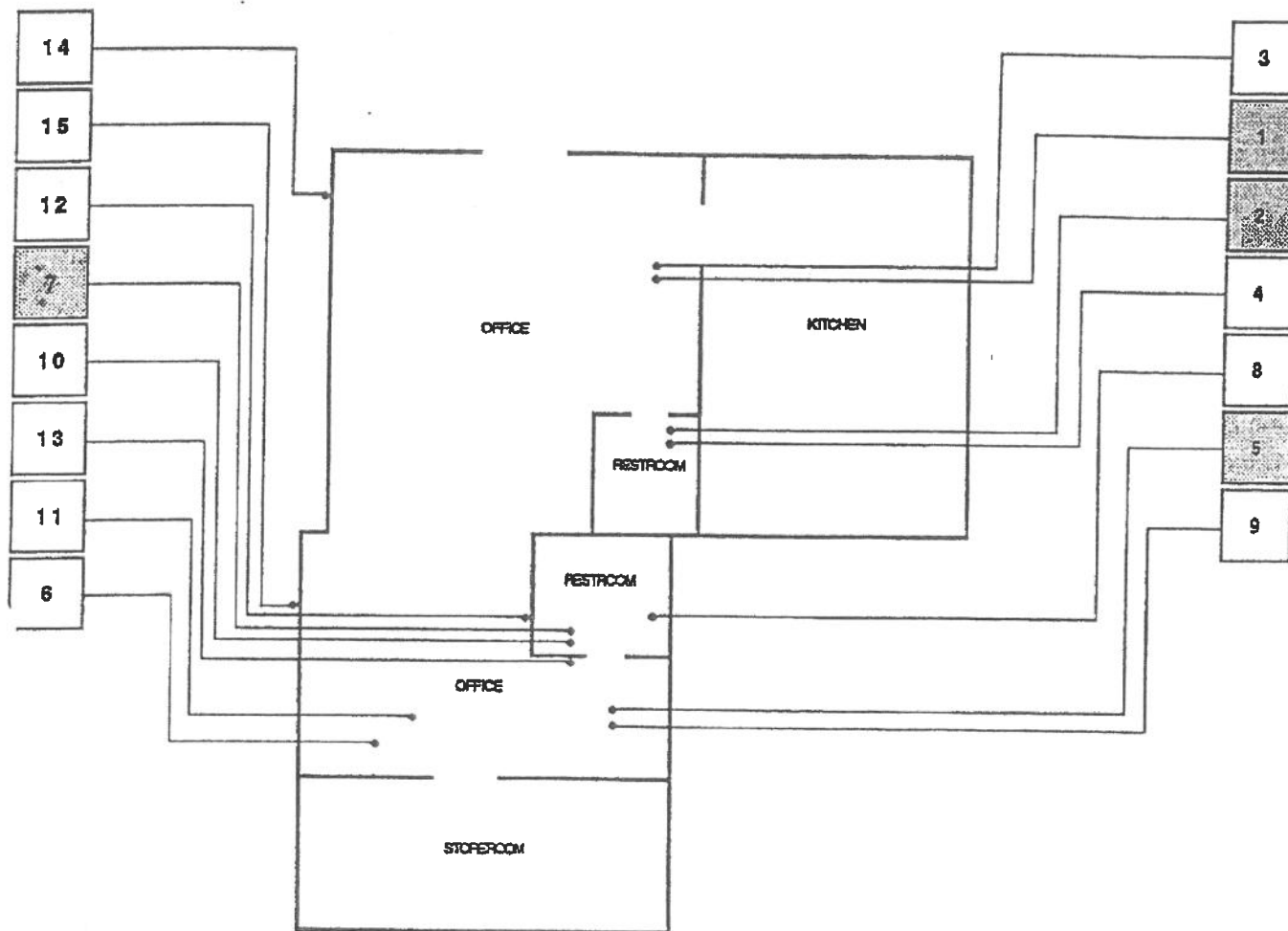


BULK SAMPLE ASBESTOS CONTENT  = >0.1%  = NONE DETECTED

DIAGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

ASBESTOS SURVEY REPORT
COI OF ENGINEERS - FORT ORD INSTA TION



BUILDING T03141
FIRST FLOOR PLAN
NOT TO SCALE



BULK SAMPLE ASBESTOS CONTENT  = >0.1%  = NONE DETECTED

IGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB00

ASBESTOS SURVEY REPORT
CORP OF ENGINEERS - FORT ORD INSTA ATION
BUILDING T03141

					WORK ITEM INVENTORY			
LDG./ WORK ITEM	DE RATING	CONSTR. YEAR	TYPE OF MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	FRIABILITY	ACTION	CONTRACTOR COST

T03141 2	13	N/A	Roof Mastic and Roof Penetration Mastic	454 E	Roof	Nonfriable	O&M	\$0
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FINDINGS: Nonfriable asbestos-containing roof mastic located throughout the south section of the roof and roof penetration mastic associated with vents on both roof sections were in good condition. The roofing mastic is sandwiched between roofing cap sheet and roofing felt, in which no asbestos was detected. These materials do not pose a risk of contamination as long they do not become damaged or deteriorated in such a way that they could release asbestos fibers into the air. [Bulk Sample(s) 22, 23, 26, 27]

RECOMMENDATIONS: Inspect biannually as part of the O&M. Prohibit any disturbance which may cause generation of airborne asbestos fibers. For any repair, removal or O&M activities, materials inseparable from the mastics must be considered asbestos-contaminated. Should these materials be removed, delete this work item from the O&M. Any replacement should be performed with asbestos-free materials.

Additive cost for optional removal and replacement of this material is \$6,471.

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03141**

BUILDING SUMMARY

BUILDING T03141

Date(s) of Survey	3/13/92
Estimated Date of Construction	1941
Building Usage	Recreation Building
Total Gross Square Footage	1,000 Sq. Ft.
Building Type	Wood
Number of Levels	1
Estimated Cost of Recommended Work Items for Asbestos-Containing Materials (CWE)	\$0
Total Estimated Cost Including Additive Items (CWE)	\$16,879
• Cost per Square Foot Including Additive Items (CWE)	\$16.88
Friable Asbestos-Containing Materials	None
Nonfriable Asbestos-Containing Materials	Resilient Floor Tile, Roof Penetration Mastic, Roofing Mastic

WORK ITEM INVENTORY

BLDG. WORK ITEM	DEI RATING	CONSTR. YEAR	TYPE OF MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	FRIABILITY	ACTION	CONTRACT COST
T03141 1	13	N/A	Resilient Floor Tile	558 SF	1st Flr Various Locations	Nonfriable	O&M	\$0
FINDINGS: Nonfriable asbestos-containing 9" x 9" black, 9" x 9" brown and 12" x 12" brown resilient floor tile in the restrooms and the two north offices was in good condition. This material is accessible to building users but does not pose a risk of contamination as long as it does not become damaged or deteriorated in such a way that it could release asbestos fibers into the air. [Bulk Sample(s) 1, 2, 15, 7] RECOMMENDATIONS: Inspect this material biannually as part of the O&M. Prohibit any disturbance to this material including sanding, chipping or the use of corrosive cleaning chemicals which may cause the generation of airborne asbestos fibers. Should this material be removed, delete this work item from the O&M. Any replacement should be performed with asbestos-free materials. Additive cost for optional removal and replacement of this material is \$6,446.								

XRF SURVEY FOR LEAD BASED PAINT

CLIENT:	City of Marina					
SITE:	Fort Ord, Building #3141			SURVEY DATE: 3/22/99		
Room Equivalent	Room #	Component	Substrate	Color	Result (mg/cm2)	Condition
Room	1	Double Door	Wood	White	1.6	Poor
Exterior, East		Window Trim	Wood	Brown	1.1	Poor
Exterior, North		Pipe	Metal	Tan	1.9	Poor
Exterior, South		Wall	Wood	Tan	4.4	Poor
Exterior, West		Window Sash	Wood	Brown	4.2	Poor
Exterior, West		Window Trim	Wood	Brown	6.3	Poor
Kitchen		Door, South	Wood	White	2.9	Poor
Kitchen		Door, South Trim	Wood	White	2.7	Poor
Kitchen		Window Sash	Wood	White	2.8	Poor
Kitchen		Window Trim	Wood	White	4.5	Poor



**EQUESTRIAN CENTER
BUILDING 3142**

**ASBESTOS SURVEY REPORT
COHRS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03142**

BUILDING SUMMARY

BUILDING T03142

Date(s) of Survey 3/13/92
 Estimated Date of Construction 1941
 Building Usage Riding Stable
 Total Gross Square Footage 3,835 Sq. Ft.
 Building Type Wood
 Number of Levels 1
 Estimated Cost of Recommended Work Items for Asbestos-Containing Materials (CWE) \$0
 Total Estimated Cost Including Additive Items (CWE) \$95,158
 • Cost per Square Foot Including Additive Items (CWE) \$24.81
 Friable Asbestos-Containing Materials None
 Nonfriable Asbestos-Containing Materials Roofing Mastic (Putty), Roof Penetration Mastic

WORK ITEM INVENTORY

BLDG./ WORK ITEM	DEI RATING	CONSTR. YEAR	TYPE OF MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	FRIABILITY	ACTION	CONTRACTOR COST
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T03142 1	13	N/A	Roofing Mastic and Roof Penetration Mastic	5,110 SF	Roof	Nonfriable	O&M	\$0
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FINDINGS: Nonfriable asbestos-containing roofing mastic located throughout the roof and nonfriable asbestos-containing roof penetration mastic in association with vents were in good condition. The roofing mastic is covered with roofing shingles in which no asbestos was detected. These materials do not pose a risk of contamination as long as they do not become damaged or deteriorated in such a way that they could release asbestos fibers into the air. [Bulk Sample(s) 4, 5, 8, 9]

RECOMMENDATIONS: Inspect these materials biannually as part of the O&M. Prohibit any disturbance to these materials which may cause the generation of airborne asbestos fibers. For any repair, removal or O&M activities, materials inseparable from the mastics must be considered asbestos-contaminated. Should these materials be removed, delete this work item from the O&M. Any replacement should be performed with asbestos-free materials.

Additive cost for optional removal and replacement of this material is \$72,818.

**ASBESTOS SURVEY REPORT
CORP. OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03142**

WORK ITEM INVENTORY

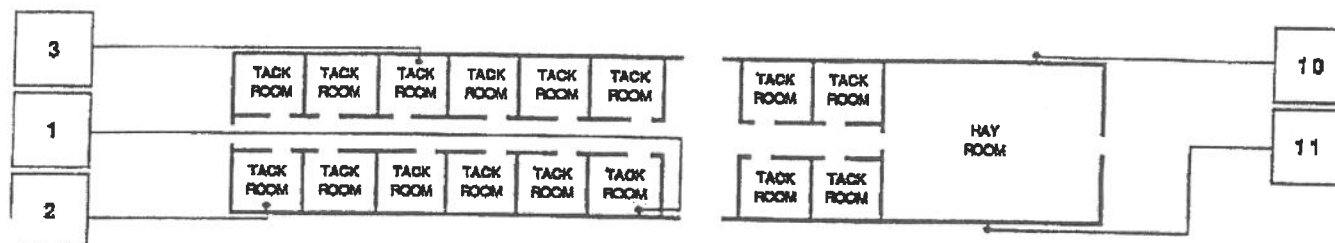
BLDG/ WORK ITEM	DEI RATING	CONSTR. YEAR	TYPE OF MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	FRIABILITY	ACTION	CONTRACTOR COST
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**WORK ITEM SUMMARY
BUILDING T03142**

The work items are listed below in numerical (and DEI Rating) order, and their estimated costs have been totaled.

T03142	13	N/A	Roofing Mastic and Roof Penetration Mastic	5,110 SF	Roof	Nonfriable	O&M	\$0
1								
								\$0

ASBESTOS SURVEY REPORT
COR OF ENGINEERS - FORT ORD INSTAL. FION



BUILDING T03142
FIRST FLOOR PLAN
NOT TO SCALE

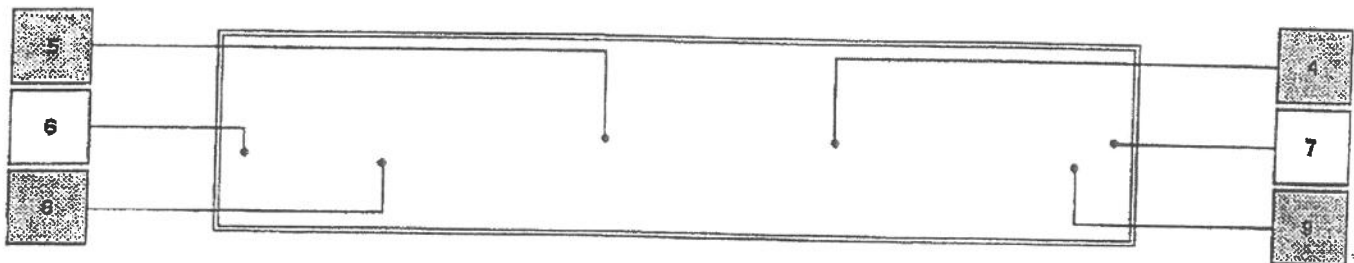


BULK SAMPLE ASBESTOS CONTENT  = $\geq 0.1\%$  = NONE DETECTED

GNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

ASBESTOS SURVEY REPORT
CORP F ENGINEERS - FORT ORD INSTALLATION



BUILDING T03142
ROOF PLAN
NOT TO SCALE



BULK SAMPLE ASBESTOS CONTENT  = >0.1%  = NONE DETECTED

AGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

**ASBESTOS SURVEY REPORT
CLIPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03142**

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
T03142	1	Wallboard	2,850 SF	1	Tack Room	N		N/D		
T03142	2	Wallboard	(R1)	1	Tack Room	N		N/D		
T03142	3	Wallboard	(R1)	1	Tack Room	N		N/D		
T03142	4	Roof Penetration Mastic	10 E	Roof	Roof	P	Chrysotile	15	Nonfriable	None
T03142	5	Roof Penetration Mastic	(R4)	Roof	Roof	P	Chrysotile	15	Nonfriable	None
T03142	6	Roofing Shingle	5,100 SF	Roof	Roof	N		N/D		
T03142	7	Roofing Shingle	(R6)	Roof	Roof	N		N/D		
T03142	8	Roofing Mastic	5,100 SF	Roof	Roof	P	Chrysotile	15	Nonfriable	None
T03142	9	Roofing Mastic	(R8)	Roof	Roof	P	Chrysotile	15	Nonfriable	None
T03142	10	Window Putty	700 LF	1	Exterior Wall	N		N/D		
T03142	11	Window Putty	(R10)	1	Exterior Wall	N		N/D		

(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

XRF SURVEY FOR LEAD BASED PAINT

NT:	City of Marina					
Site:	Fort Ord, Building #3142					SURVEY DATE: 3/22/9
Room Equivalent	Room #	Component	Substrate	Color	Result (mg/cm2)	Condition
Room	2	Door	Wood	White	6.9	Poor
Exterior East		Overhang	Wood	Tan	3.7	Poor
Exterior East		Power Post	Wood	Tan	7.5	Poor
Exterior East		Sliding Door	Wood	Tan	2.1	Poor
Exterior East		Sliding Door Rail	Metal	Tan	4.7	Poor
Exterior East		Wall	Wood	Tan	6.4	Poor
Exterior North		Sliding Door Rail	Metal	Tan	4.7	Poor
Exterior North		Sliding Door Trim	Wood	Tan	2.4	Poor
Exterior North		Wall	Wood	Tan	4.6	Poor
Exterior South		Overhang	Wood	Tan	4.3	Poor
Exterior South		Sliding Door Rail	Metal	Tan	12	Poor
Exterior South		Sliding Door Trim	Wood	Tan	3.7	Poor
Exterior South		Wall	Wood	Tan	9.3	Poor
Exterior West		Door	Wood	Tan	4.5	Poor
Exterior West		Door Rail	Metal	Tan	4.5	Poor
Exterior West		Wall	Wood	Tan	7.1	Poor
Exterior West		Wall	Wood	Green	4.6	Poor
Exterior West		Door, West	Wood	White	2	Poor
Exterior West		North Wall	Wood	Tan	2.4	Poor
Exterior West		Door Trim, East	Wood	White	3.6	Poor
Exterior West		Door, East	Wood	White	2.8	Poor
Exterior West		Door, Room 1	Wood	White	4	Poor
Exterior West		Door, Room 15	Wood	White	3.3	Poor
Exterior West		Door, Room 2	Wood	White	3.6	Poor
Exterior West		Door Trim, North	Wood	White	3.7	Poor
Exterior West		Door Trim, South	Wood	White	4.8	Poor
Exterior West		Door, South	Wood	White	2.4	Poor



EQUESTRIAN CENTER
BUILDING 3143

ASBESTOS SURVEY REPORT
CORP. OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03143

BUILDING SUMMARY

BUILDING T03143

Date(s) of Survey	3/13/92
Estimated Date of Construction	1941
Building Usage	Riding Stable
Total Gross Square Footage	3,835 Sq. Ft.
Building Type	Wood
Number of Levels	1
Estimated Cost of Recommended Work Items for Asbestos-Containing Materials (CWE)	\$0
Total Estimated Cost Including Additive Items (CWE)	\$91,434
• Cost per Square Foot Including Additive Items (CWE)	\$23.84
Friable Asbestos-Containing Materials	None
Nonfriable Asbestos-Containing Materials	Roofing Mastic, Roof Penetration Mastic

WORK ITEM INVENTORY

BLDG./ WORK	DE/ CONSTR.	TYPE OF	ESTIMATED	DESCRIPTION	FRIABILITY	ACTION	CONTRACTOR	
EM	RATING	YEAR	QUANTITY	LOCATION			COST	
T03143 1	13	N/A	Roofing Mastic and Roof Penetration Mastic	4,910 SF	Roof	Nonfriable	O&M	\$0

FINDINGS: Nonfriable asbestos-containing roofing mastic located throughout the roof and nonfriable asbestos-containing roof penetration mastic in association with vents were in good condition. The roofing mastic is covered with roofing shingles in which no asbestos was detected. The materials do not pose a risk of contamination as long as they do not become damaged or deteriorated in such a way that they could release asbestos fibers into the air. [Bulk Sample(s) 8, 9, 10, 11]

RECOMMENDATIONS: Inspect these materials biannually as part of the O&M. Prohibit any disturbance to these materials which may cause the generation of airborne asbestos fibers. For any repair, removal or O&M activities, materials inseparable from the mastics must be considered asbestos-contaminated. Should these materials be removed, delete this work item from the O&M. Any replacement should be performed with asbestos-free materials.

Additive cost for optional removal and replacement of this material is \$69,968.

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03143**

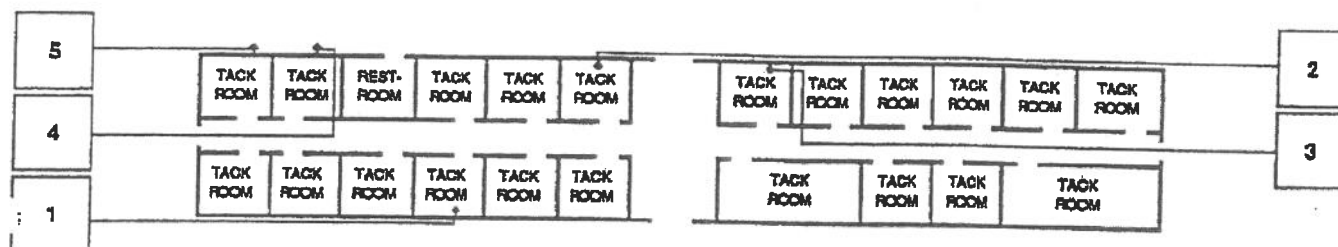
WORK ITEM INVENTORY									
BLDG./ WORK ITEM	DEI RATING	CONSTR. YEAR	TYPE OF MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	FRIABILITY	ACTION	CONTRACTOR COST	

**WORK ITEM SUMMARY
BUILDING T03143**

The work items are listed below in numerical (and DEI Rating) order, and their estimated costs have been totaled.

T03143	13	N/A	Roofing Mastic and Roof Penetration Mastic	4,910 SF	Roof	Nonfriable	O&M	\$0	
									\$0

ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION



BUILDING T03143
FIRST FLOOR PLAN
NOT TO SCALE

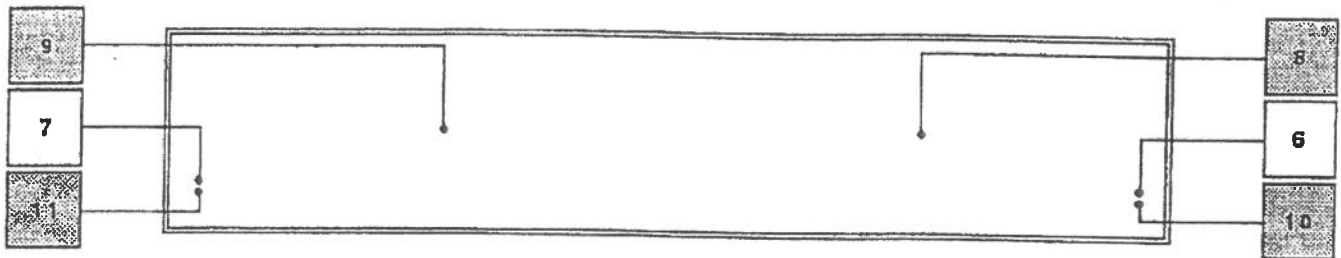


BULK SAMPLE ASBESTOS CONTENT  = >0.1%  = NONE DETECTED

AGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB0L

ASBESTOS SURVEY REPORT
COL. S OF ENGINEERS - FORT ORD INSTALLATION



BUILDING T03143
ROOF PLAN
NOT TO SCALE



BULK SAMPLE ASBESTOS CONTENT  = >0.1%  = NONE DETECTED

AGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

ASBESTOS SURVEY REPORT
CCNPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03143

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
T03143	1	Wallboard	3,200 SF	1	Tack Room	N		N/D		
T03143	2	Wallboard	(R1)	1	Tack Room	N		N/D		
T03143	3	Wallboard	(R1)	1	Tack Room	N		N/D		
T03143	4	Window Putty	700 LF	1	Exterior Wall	N		N/D		
T03143	5	Window Putty	(R4)	1	Exterior Wall	N		N/D		
T03143	6	Roofing Shingle	4,900 SF	Roof	Roof	N		N/D		
T03143	7	Roofing Shingle	(R6)	Roof	Roof	N		N/D		
T03143	8	Roof Penetration Mastic	9 E	Roof	Roof	P	Chrysotile	10	Nonfriable	None
T03143	9	Roof Penetration Mastic	(R8)	Roof	Roof	P	Chrysotile	20	Nonfriable	None
T03143	10	Roofing Mastic	4,900 SF	Roof	Roof	P	Chrysotile	10	Nonfriable	None
T03143	11	Roofing Mastic	(R10)	Roof	Roof	P	Chrysotile	5	Nonfriable	None

(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

DIAGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

XRF SURVEY FOR LEAD BASED PAINT

CLIENT:	City of Marina					
SITE:	Fort Ord, Building #3143				SURVEY DATE:	3/23/9
Room Equivalent	Room #	Component	Substrate	Color	Result (mg/cm2)	Condition
Room	26	South Wall Upper	Wood	White	3.7	Poor
Room	26	West Wall Upper	Wood	White	3.8	Poor
Room	27	Door	Wood	Tan	30	Poor
Room	32	North Wall	Wood	Tan	1.7	Poor
Room	32	Window Sash	Wood	Tan	1.9	Poor
Exterior East		Overhang	Wood	Tan	12	Poor
Exterior East		Power Post	Wood	Tan	3.7	Poor
Exterior East		Sliding Door	Wood	Tan	5.3	Poor
Exterior East		Sliding Door Rail	Metal	Tan	9	Poor
Exterior East		Wall	Wood	Tan	4.5	Poor
Exterior North		Large Window Trim			4.6	Poor
Exterior North		Sliding Door rail	Metal	Tan	9.6	Poor
Exterior North		Sliding Door Trim	Wood	Tan	8.6	Poor
Exterior South		Facia	Wood	Tan	4.7	Poor
Exterior South		Overhang	Wood	Tan	5.8	Poor
Exterior South		Small Window Trim	Wood	Tan	4.1	Poor
Exterior South		Wall	Wood	Tan	4.5	Poor
Exterior West		Sliding Door Rail	Metal	Tan	7.6	Poor
Exterior West		Wall	Wood	Tan	4.5	Poor
Halfway Crossing		Door Sliding, North	Wood	White	1.7	Poor
Halfway Crossing		Door Sliding, South	Wood	Tan	2.6	Poor
Halfway Crossing		Door Trim Sliding, North	Wood	Tan	4.3	Poor
Halfway Crossing		Door Trim Sliding, South	Wood	White	2.3	Poor
Halfway, East Wing		Door	Wood	Tan	1.6	Poor
Halfway, East Wing		Door 17 Trim	Wood	White	5	Poor
Halfway, East Wing		Door 33	Wood	Tan	1.9	Poor
Halfway, East Wing		Door 38	Wood	White	2	Poor
Halfway, East Wing		Door Trim	Wood	Tan	6.5	Poor
Halfway, East Wing		Interior Sliding Door	Wood	White	1.3	Poor
Halfway, West Wing		South Wall Lower	Wood	White	2.2	Poor
Halfway, West Wing		West Sliding Door	Wood	White	1.7	Poor
Halfway, West Wing		West Sliding Door Trim	Wood	White	9.7	Poor

Exhibit F – Personal Property & Fixtures

Furnishing & Fixtures:

2830 5th Ave

- Horse stocks
- Upholstered sofas
- 2 Cabinets
- 3 Sinks
- Fountain
- Furnace
- Restroom toilet and sink
- Electrical panel
- Medium cabinet- 3 Historic signs hung on the wall
 - “Riding Stables...”
 - “HQ Commandant...”
 - “7th Infantry Div. (light)...”
- 1 Sign placed on the ground
 - “Pony Rides...”
- 3 Medium bookshelf cabinet
- 1 Small bookshelf cabinet
- 1 Chair
- 1 Desk- 2 Window shades

2832 5th Ave

- 3 Cabinets
- Sink
- Furnace
- Restroom toilet and sink
- Stove
- Water heater
- Shower
- Portable stage
- 3 Bulletin Boards

2834 5th Ave

- 2 Concrete water troughs (Southeast corner of the building)
- Hitching post (North side of the building)
- Washing station (North side of the building)

Draft Concessionaire Agreement Chaparral 9.11.2022

- 2 White picket fence

2836 5th Ave

- Restroom sink and toilet
- Water heater

2838 5th Ave

- Big sink
- Sink attached to an L-shape cabinet
- 2 small sinks
- 3 Desks
- 2 Restroom toilets
- 2 Restroom sinks
- Furnace
- Electrical panel
- All existing pipe fences plus metal structure outside the building
- Army bookcase

Exhibit G Operations Plan

Proposer's Services – See exhibit D.

General on-Site Manager: Shawn Mott, Jenny Bryant General Manager

The General Manager is responsible for the overall operational success of the site; this includes maintaining a safe and secure environment for clients, visitors, and employees.

Responsible for all permits and licenses OSHA

ADA/ABA requirements

Customer Service and Service Quality

Customer satisfaction. Customer loyalty

Dispute resolution

Customer guidelines and rules First aid/incident procedures CPR qualified

Pricing and service levels to accommodate community

Office, telephone access and online access. Liaison with city and park staff

Developing and Training for Emergency Procedures

Overall Facility Maintenance and appearance. Coordination with Chaparral Executive team.

Lead Instructor Position 9 to 3, 7 days per week

Minimum 3 Years prior lesson instruction experience

Proficient in English and Western riding disciplines.

Customer service focused

Will be required to undertake Life scan or similar background checks. Must be at least 18 years of age.

CPR, First aid certified

In charge of all lesson instructors

Develops lesson programs for all rider abilities and disciplines Teaches lessons

Marketing staff also helps with events and operations 9 to 5, 5 days per week

In charge of brochures Social media, Website, marketing

Theme event manager as needed

For our cavalry and themed events. Will coordinate all themed events and schedule special groups.

Possible ideas included in section g.

Hours of operation

7 days per week 9 am to 4 pm

May add more hours as demand increases. Hours of operation are subject to change as business, weather and operational requirements change.

Chaparral will hire a full-time night supervisor that will live on site. The night supervisor will be required to check all horse stalls to make sure horses are in good safe, check all locks and doors on offices and subsequent buildings, walk grounds to make sure area is safe. They will be required to have full knowledge of all evacuation requirements in case of an emergency overnight such as fire or act of nature. They will be responsible for checking all personal and county properties to make sure they are safe and in their proper place.

They will fill in night sheet check list and have a list of emergency numbers, owners contact information, emergency vet info, incident report forms and instructions to call day manager, county parks or Chaparral Ranch to report any issues or problems depending on the extent of the circumstance.

Maintenance Program to be performed by the Concessionaire as part of the concession operations:

Onsite manager will be responsible for maintenance.

On site stall cleaner and maintenance will live on site. They will be part of the security team, will clean stalls, bathrooms and other common areas.

All stalls will be cleaned daily. Chaparral will use the existing manure plan that is in place. Manure will be removed from the site at least once per week. This will keep the fly cycle to a minimum.

There will be water truck onsite for any dust issues.

Fly issues will be dealt with in a timely manner with non- pesticides as needed.

Customer Satisfaction:

Chaparral Ranch prides itself in excellent customer service.

Customer feedback is received through our Yelp review and our surveys. We are also very hands on with our clients. They are not just a commodity for us they are part of the Chaparral family. We hope to bring this same feel to Marina equestrian stables.

We ask all of our customers to come to us with feedback. Any complaints are dealt with utmost urgency and diligence. We encourage our customers to give us all positive and negative feedback. Any negative feedback is dealt with through conversation with our client and one on one customer care. We are more than willing to compensate any unhappy customers with either, a refund, gift certificate or free class.

EXHIBIT H

SUMMARY OF SERVICES AND UTILITIES

The following is a summary of service and utility responsibilities of City and Concessionaire:

Address:
2830 5th Ave

	N O T A P P L I C A B L E	C I T Y	C O N C E S S I O N A I R E	F R E Q U E N C Y
Paper Supplies, dispensers and waste containers (premises & restrooms)				
Light bulbs & fluorescent light tubes and starters				
Ballasts and transformers for fluorescent lights, light switches and electrical outlets				
Heating and air conditioning control switches				
Janitorial service for interior of premises (dust, waste removal, vacuum, mop, cleaning)				
Janitorial service for exterior of premises and common areas				
Carpet, tile and linoleum				
Gas				
Electric				
Water				
Window washing – interior				
Landscaping and gardening				
Drapes, blinds, window shades				
Kitchen appliances				
Refuse, rubbish & garbage disposal				
Pest control				
Other:				

Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Agreement.

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of repairs and maintenance responsibilities of City and Concessionaire:

	City	Concessionaire	Not Applicable
Foundations			
Exterior & Bearing Walls			
Roof			
Electrical Systems			
Lighting Systems			
Plumbing Systems			
Heating Systems			
Ventilation Systems			
Air Conditioning Systems			
Alarm Systems			
Plate Glass			
Windows & Window Frames			
Gutters, Drains, Downspouts			
Elevators			
Exterior Doors			
Floor Slabs			
Common Areas			
Ceilings			
Interior Walls			
Interior Doors			
Interior Surfaces & Windows			
Appliances & Fixtures			
Repainting of Interior Walls (every ____ years)			
Base and/or moldings			
Parking Lot Area			

Other:			
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Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Agreement.

Life Safety and ADA issues to be addressed by the City during the term of the agreement:

- The main exist should be upgraded to minimum 36" clear and be provided a level landing and walkway for ingress and egress as the rear of the building has a raised concrete step which is not accessible and cannot be used as ingress and egress.
- The electrical system is dated but appears to be functioning. A GFCI protected outlet should be provided adjacent to the sink.
- There does not appear to be a working heating system.
- The restroom is functioning but does not meet any ADA standards.

SUMMARY OF SERVICES AND UTILITIES

The following is a summary of service and utility responsibilities of City and Concessionaire:

Address:
2832 5th Ave

	N O T A P P L I C A B L E	C I T Y	C O N C E S S I O N A I R E	F R E Q U E N C Y
Paper Supplies, dispensers and waste containers (premises & restrooms)				
Light bulbs & fluorescent light tubes and starters				
Ballasts and transformers for fluorescent lights, light switches and electrical outlets				
Heating and air conditioning control switches				
Janitorial service for interior of premises (dust, waste removal, vacuum, mop, cleaning)				
Janitorial service for exterior of premises and common areas				
Carpet, tile and linoleum				
Gas				
Electric				
Water				
Window washing – interior				
Landscaping and gardening				
Drapes, blinds, window shades				
Kitchen appliances				
Refuse, rubbish & garbage disposal				
Pest control				
Other:				

Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Agreement.

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of repairs and maintenance responsibilities of City and Concessionaire:

	City	Concessionaire	Not Applicable
Foundations			
Exterior & Bearing Walls			
Roof			
Electrical Systems			
Lighting Systems			
Plumbing Systems			
Heating Systems			
Ventilation Systems			
Air Conditioning Systems			
Alarm Systems			
Plate Glass			
Windows & Window Frames			
Gutters, Drains, Downspouts			
Elevators			
Exterior Doors			
Floor Slabs			
Common Areas			
Ceilings			
Interior Walls			
Interior Doors			
Interior Surfaces & Windows			
Appliances & Fixtures			
Repainting of Interior Walls (every ____ years)			
Base and/or moldings			
Parking Lot Area			

Other:			
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Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Agreement.

Life Safety and ADA issues to be addressed by the City during the term of the agreement:

- It is unknown if electrical service is working on this building.
- The water heater may or may not be working, it unstrapped and does not meet seismic restraint requirements.
- There is an abundance of debris and clutter throughout the building and makes it unsafe to navigate through the interior.
- The access to the restroom is impeded and not accessible at this time.

SUMMARY OF SERVICES AND UTILITIES

The following is a summary of service and utility responsibilities of City and Concessionaire:

Address:
2834 5th Ave

	NOT APPLICABLE	CITY	CON CES SIONA IRE	FRE QU ENC Y
Paper Supplies, dispensers and waste containers (premises & restrooms)				
Light bulbs & fluorescent light tubes and starters				
Ballasts and transformers for fluorescent lights, light switches and electrical outlets				
Heating and air conditioning control switches				
Janitorial service for interior of premises (dust, waste removal, vacuum, mop, cleaning)				
Janitorial service for exterior of premises and common areas				
Carpet, tile and linoleum				
Gas				
Electric				
Water				
Window washing – interior				
Landscaping and gardening				
Drapes, blinds, window shades				
Kitchen appliances				
Refuse, rubbish & garbage disposal				
Pest control				
Other:				

Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Agreement.

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of repairs and maintenance responsibilities of City and Concessionaire:

	City	Concessionaire	Not Applicable
Foundations			
Exterior & Bearing Walls			
Roof			
Electrical Systems			
Lighting Systems			
Plumbing Systems			
Heating Systems			
Ventilation Systems			
Air Conditioning Systems			
Alarm Systems			
Plate Glass			
Windows & Window Frames			
Gutters, Drains, Downspouts			
Elevators			
Exterior Doors			
Floor Slabs			
Common Areas			
Ceilings			
Interior Walls			
Interior Doors			
Interior Surfaces & Windows			
Appliances & Fixtures			
Repainting of Interior Walls (every ____ years)			
Base and/or moldings			
Parking Lot Area			

Other:			
--------	--	--	--

Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Agreement.

Life Safety and ADA issues to be addressed by the City during the term of the agreement:

- The stable buildings appear to be adequate for their use.
- The electrical system is dated but appears to be working but overall condition unknown.
- The existing restroom is not accessible and would require major re-construction to meet the requirements.

SUMMARY OF SERVICES AND UTILITIES

The following is a summary of service and utility responsibilities of City and Concessionaire:

Address:
2836 5th Ave

	N O T A P P L I C A B L E	C I T Y	C O N C E S S I O N A I R E	F R E Q U E N C Y
Paper Supplies, dispensers and waste containers (premises & restrooms)				
Light bulbs & fluorescent light tubes and starters				
Ballasts and transformers for fluorescent lights, light switches and electrical outlets				
Heating and air conditioning control switches				
Janitorial service for interior of premises (dust, waste removal, vacuum, mop, cleaning)				
Janitorial service for exterior of premises and common areas				
Carpet, tile and linoleum				
Gas				
Electric				
Water				
Window washing – interior				
Landscaping and gardening				
Drapes, blinds, window shades				
Kitchen appliances				
Refuse, rubbish & garbage disposal				
Pest control				
Other:				

Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Agreement.

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of repairs and maintenance responsibilities of City and Concessionaire:

	City	Concessionaire	Not Applicable
Foundations			
Exterior & Bearing Walls			
Roof			
Electrical Systems			
Lighting Systems			
Plumbing Systems			
Heating Systems			
Ventilation Systems			
Air Conditioning Systems			
Alarm Systems			
Plate Glass			
Windows & Window Frames			
Gutters, Drains, Downspouts			
Elevators			
Exterior Doors			
Floor Slabs			
Common Areas			
Ceilings			
Interior Walls			
Interior Doors			
Interior Surfaces & Windows			
Appliances & Fixtures			
Repainting of Interior Walls (every ____ years)			
Base and/or moldings			
Parking Lot Area			

Other:			
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Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Agreement.

Life Safety and ADA issues to be addressed by the City during the term of the agreement:

- The stable buildings appear to be adequate for their use.
- The electrical system is dated but appears to be working but overall condition unknown.
- The existing restroom is not accessible and would require major re-construction to meet the requirements.

SUMMARY OF SERVICES AND UTILITIES

The following is a summary of service and utility responsibilities of City and Concessionaire:

Address:
2838 5th Ave

	N O T A P P L I C A B L E	C I T Y	C O N C E S S I O N A I R E	F R E Q U E N C Y
Paper Supplies, dispensers and waste containers (premises & restrooms)				
Light bulbs & fluorescent light tubes and starters				
Ballasts and transformers for fluorescent lights, light switches and electrical outlets				
Heating and air conditioning control switches				
Janitorial service for interior of premises (dust, waste removal, vacuum, mop, cleaning)				
Janitorial service for exterior of premises and common areas				
Carpet, tile and linoleum				
Gas				
Electric				
Water				
Window washing – interior				
Landscaping and gardening				
Drapes, blinds, window shades				
Kitchen appliances				
Refuse, rubbish & garbage disposal				
Pest control				
Other:				

Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Agreement.

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of repairs and maintenance responsibilities of City and Concessionaire:

	City	Concessionaire	Not Applicable
Foundations			
Exterior & Bearing Walls			
Roof			
Electrical Systems			
Lighting Systems			
Plumbing Systems			
Heating Systems			
Ventilation Systems			
Air Conditioning Systems			
Alarm Systems			
Plate Glass			
Windows & Window Frames			
Gutters, Drains, Downspouts			
Elevators			
Exterior Doors			
Floor Slabs			
Common Areas			
Ceilings			
Interior Walls			
Interior Doors			
Interior Surfaces & Windows			
Appliances & Fixtures			
Repainting of Interior Walls (every ____ years)			
Base and/or moldings			
Parking Lot Area			

Other:			
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Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Agreement.

Life Safety and ADA issues to be addressed by the City during the term of the agreement:

- There are no working utilities in this building and conditions are unknown.
- There are additions on either side of the original structure which are substandard and should be removed.

Exhibit I Insurance

Concessionaire shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with Concessionaire's operation and use of the Property. The cost of such insurance shall be borne by the Concessionaire.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$25,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automotive Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. (This applies to Concessionaires with employees).
4. **Property insurance** against all risks of loss to any Concessionaire improvements or betterments, at full replacement cost with no coinsurance penalty provision.
5. **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

If the Concessionaire maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Concessionaire. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this Agreement, Concessionaire's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Concessionaire's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies

Umbrella or Excess Policy

Concessionaire may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Legal Liability Coverage

The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Concessionaire hereby grants to City a waiver of any right to subrogation which any insurer of said Concessionaire may acquire against the City by virtue of the payment of any loss under such insurance. Concessionaire agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Concessionaire to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Concessionaire who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Concessionaire to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City.

Verification of Coverage

Concessionaire shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and **a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Concessionaire's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances

Exhibit J

Proposed Program of Utilization

This is a Program of Utilization for property known as the "Marina Equestrian Center" (herein referred to as "MEC"), deeded from the US Government to the City of Marina on April 13, 1998 under the National Park Service's Federal Lands to Parks Program.

This program of utilization specifies the use of the property consistent with the Quitclaim Deed recorded in the County of Monterey on April 24, 1998; and specifies budget, time for completion and environmental impacts.

Physical Description

The MEC is an approximately 35-acre facility bound by Ninth Street on the south, California Avenue to the west, Imjin Parkway to the north and the former post stockade to the east. The site includes five of the six original buildings of the 1941 Fort Ord Station Veterinary Hospital, three arenas, one round pen, 73 horse stalls, and 33 horse turnouts. Unrelated existing structures on the site are a portable building formerly used by the Army Corps of Engineers, and a shortwave radio building with accompanying radio antennas. There is a cell tower on the site from which additional monthly income for park development is generated.

Purpose

Geographically, Marina is without dispute the northern gateway to the Monterey Peninsula, Fort Ord National Monument, and Fort Ord Dunes State Park. The MEC will be key in Marina's plans to market this identity, besides being a recreational draw in itself.

The MEC shall serve the residents of the City of Marina and tourists to the Monterey Peninsula as a multi-use recreational facility with a primary focus on outdoor recreation serving as a primary connection between the urban and natural resources of the City of Marina by capitalizing on its proximity and connections to the newly designated Fort Ord National Monument (Department of the Interior) and the Fort Ord Dunes State Park (California State Parks). It will serve as a spacious public park with natural landscapes, stables, horse and bicycle rentals; serve as a recreation hub for activities by individuals and groups; and be a venue for public events and celebrations for the city and region. Community access and programming will be developed for the radio and portable buildings in coordination with recreation and cultural programs provided by the City alone and in cooperation with regional park programming providers.

The park is half a mile from another Lands to Parks transfer, consisting of 12 acres at 8th Street and 2nd Avenue. With proper planning, the MEC will connect the two federally granted parks and provide much-coveted northern gateway to the Monterey Bay at Fort Ord Dunes State Park. The existing Monterey Bay Coastal Trail through the state park enables recreationers to travel 29 miles between Castroville to the north and Asilomar/Pacific Grove to the south. Trekkers will branch off the coastal trail into Marina and to the MEC for amenities, services, rental of horses and bikes, and greenway access to Fort Ord National Monument.

In addition to the connection between the urban and natural worlds the park will provide a connection between Fort Ord's past and present. Combining a location rich in recreational potential with structures whose history unites a number of compelling themes, the park will beckon locals and visitors to exploration and refreshment. With enhancement of naturalistic landscapes, the addition of scenic walking paths and facilities for picnics, horse/bicycle rentals, outdoor recreation, and public and private events, the MEC shall be the emblem of Marina excellence in recreation, as Golden Gate Park is for San Francisco.

In addition to creating new and needed recreational opportunities, the proposal further benefits the public by potentially anchoring a new community identity, creating jobs, and supporting the local economy. The City of Marina and its residents have identified these benefits as goals consistent with the community's vision (City of Marina, 2003).

Outdoor recreation is a \$46B annual industry in California. Marina's weather, location, and the resources given by the Army on the breakup of Fort Ord, including airport, beach, equestrian center, and trail system make it an ideal destination for outdoor recreation tourists.

Concept Plan

Outdoor recreation is prescribed by the Fort Ord Base Reuse Plan. The City of Marina is already an outdoor recreation venue on the Peninsula. The MEC is very well situated to provide both a destination venue and to fulfill the desired connection between the urban and natural resources of the City of Marina, and the City with the newly designated Fort Ord National Monument and the Fort Ord Dunes State Park.

The MEC will provide and manage significant new public outdoor recreation opportunities for all on the park site and the surrounding area. It will serve as both a venue and a recreation hub for residents and tourists to enjoy the horseback riding, off-road and on-road bicycling, and hiking. The equestrian facilities on the site will be available for public use, horse rentals, lessons, guided trail rides, both temporary and some private, long-term boarding, and multiple disciplines of equine therapy. All amenities will promote informal and structured cultural and recreational opportunities. All recreational opportunities will be available to the local and regional public, and insofar as possible be accessible for people with disabilities. Associated parking and other required support amenities will be included as part of the development of the site.

The MEC's second major connection is cultural. Thematically, the park will capitalize on the five Fort Ord Station Veterinary Hospital structures, which provide an excellent example of the mobilization-style construction now fast disappearing on Fort Ord. This medical facility is a significant landmark in the history of warfare, represented the final years of horse use by U.S. cavalry and field artillery. The continuity of use and unaltered appearance of the structures create an opportunity for living history. Historical continuity will also be an important aspect of MEC design and branding. The park will have a retro military theme for signage, accouterments, and amenities, to contribute to the singular identity of the venue and to avoid stylistic clashes when used for living history events. The buildings have been identified as the last existing World War II era veterinary hospital in the United States.

FUNCTIONS OF THE MARINA EQUESTRIAN CENTER

Public Park

The MEC will serve as a community park with picnic area, benches, landscaping, bike racks, and walking paths for visitors.

The area north of 9th Street, east of California Avenue and west of the large arena, south of the small arena will be closed to vehicular traffic. This southeast corner of the property, in and around the historical structures lining California Street (the C-5 Building and Colic Building and its surrounding area) will be most heavily used for general park purposes. The large open space between these buildings and the main arena will serve as picnic area, a place for public and private events. Addition of picnic facilities, barbecues, bench seating, and landscape will transform this area and provide an inviting place to meet, eat and mingle. The addition of a gazebo will provide a stage, enhancing both private and public events.

Hiking paths will be developed through the natural landscape of the northwestern portion of the property. A trail will traverse the northern perimeter of the property along Imjin Parkway to further the objective of creating connections for multiple disciplines of recreational users and commuters to the residential neighborhoods of Marina. Developing a run/walk path between the park and Peninsula Wellness Center to the west along Imjin Parkway will encourage development of a cooperative, outdoor fitness program for fitness center members and its patients.

Landscaping will pay homage to traditional military and national-park practices such as white-painted rocks demarking flowerbeds. Additional trees will be added to soften sea breezes and improve shade and aesthetics. Nature trails will draw visitors into the natural, coastal landscape. Interpretive signage will enhance the knowledge and enjoyment. Vista points will be accessed by trails and enhanced with installation of seating.

Trails and Recreation Hub

The City of Marina will capitalize on the open space corridor prescribed in Fort Ord Reuse Plan Map 3.6-1. The MEC will provide trailhead amenities as set forth in the land application submitted by the City of Marina to the National Park in a letter of May 25, 1994, citing “the need to keep the stables open at Fort Ord to provide public recreation and to take advantage of the extensive trail system currently available, particularly in the north-easterly region of the base.” Connection with the trail system is an extremely valuable aspect of the MEC, both in economic and recreational terms. The MEC will provide bike racks, hitching posts, trailer parking, and water for man, horse, and dog, maps, restrooms, picnic tables, and other typical recreation hub amenities, including a snack shop. The City will also plan a route for the “Beach to National Monument” that connects with the MEC and the second Lands to Parks transfer at 8th Street and 2nd Avenue.

Cultural and Educational Center

Stabilization and revitalization of the veterinary hospital buildings will allow for interpretation of the buildings in their original use as well as stress the broader scope of military presence on the Monterey Peninsula; provide meeting and event space; provide a venue for historical displays

both from Fort Ord and other military periods of interest; and incorporate a Marina visitor center and reception area with brochures and maps. Installation of equipment to accommodate automated slide-talks and/or movie programming that tells the history of the Fort, Marina and the County through photos and films will be incorporated. The story of the soldier and the warhorse may be further illustrated with reenactments and demonstrations in the equestrian portion of the park.

The MEC will be integrated into Marina life as a destination for annual school trips and senior outings, rec department activities, and community events. Children's horse, art, and nature day-camps will be offered in the summer. Instruction will be provided by volunteer docents, groups, and businesses or city or school district staff. Space for these classes will be available in the C-5, Colic, C-6, and portable and radio buildings.

Focuses may include:

- Fort Ord and Presidio of Monterey history
- site history
- equestrian topics
- native plants
- Native American history
- leave-no-trace trail principles
- bike-horse safety
- art
- shortwave radio and citizens' emergency response

Equestrian Center

Utilization of the property as an equestrian center was the guiding purpose of the land grant from the National Park Service through the Federal Lands to Parks program. In its application letter, dated May 25, 1994, the City of Marina cites a need to "operate the stables for community benefit and to make the stables available to military families, as well as the civilian community at large. Recently F.O.R.G. (the Fort Ord Reuse Group) amended the reuse plan to allow the use of a stable in the area it is currently located."

The equestrian functions of the property will continue. The City currently is engaged in preparation of a Request for Proposal for a concessionaire to restructure and manage equestrian uses of the park, with the specific direction to increase public uses and access. Guided trail rides, lessons, and equine activities are to be offered to the public.

The ability to rent horses for riding lessons and guided trail rides will be a significant feature of the park. The facility will also accommodate transient horse use by enabling tourists to board horses for a day or for the duration of a longer stay in our local hotels/motels and for equine events.

~~A portion of the existing stables will be available for self-care and full-care boarding. Fees for these services will be at market rate, although City of Marina residents may receive a resident discount. This is not to suggest fewer privately owned horses, but rather, better management of the space available to minimize the area dedicated to private use. Partial funding of the planned park improvements is dependent upon generation of revenues from horse boarding.~~

Qualified providers will offer a variety of horse-based therapeutic programs such as PATH, EAGALA, and Horses for Heroes.

Public-event Venue

Public events such as history days, Halloween, Veterans Day, and other holiday celebrations put on by City of Marina and partners, as well as lectures, and meetings will be accommodated in and around the buildings. The buildings will provide multiple private party and meeting venues. Uses are expected to include city-sponsored activities and events as well as use of the buildings and grounds for weddings, birthdays, and other private events. Possible addition of a gazebo may enhance these uses. Currently the C-5 building will accommodate approximately 75 seats for meetings and has a sink/prep/storage area with no oven. The Colic Building contains a kitchen with oven and small stage/meeting area. The portable building will also accommodate such use.

The outdoor arenas will be available for public rental.

Recreation Center

Bike rentals and bicycle tours to Fort Ord National Monument and Fort Ord Dunes State Park will be available. The venue will be marketed as bike friendly, with trailer parking, bike racks, and maps.

This currently under-utilized City land resource will address a newly identified, continually growing need in Marina and the region for easy access to trails and open space that offer significant distances and points of interest. The MEC will allow the development and ongoing operation of unique multi-use recreational facilities and opportunities otherwise unattainable by the City.

Site Improvements

The City anticipates working with a park planner to develop future improvements on the site. For example, the topography of the north easterly area of the property may be ideally suited for an amphitheater cut into the leeward side of the property. The natural bowl-like setting may lend itself to construction of a community amphitheater. This will provide a venue for live stage productions, movies, and other performances.

Bike rental and storage facilities will be developed. Hitching posts and watering troughs added. Additional bathrooms installed and food concession incorporated. Portions of the areas presently identified as turnouts will be transformed to complement the park uses.

Time for Completion

The City of Marina regards the fulfillment of this Program of Utilization as high priority.

Budget

The City of Marina will retain the oversight of the proposed park and facility; enlist a park

planner as needed; and direct the development through full implementation. An independent concessionaire will be sought for operation of the site consistent with the intended use and ongoing operating costs.

Environmental Impacts

The proposed utilization is consistent with prior public and equestrian use under army ownership, albeit with expansion of the number of users/visitors. While appropriate site specific environmental evaluation will occur during project planning, larger scale environmental evaluations conducted under the base re-use process did not identify any sensitive environmental resources on this site (Fort Ord Base Reuse Authority, 1997).

Guiding Documents

Current and future uses of the Project Site must be consistent with several planning documents including the National Park Service's Federal Lands to Parks Program, the California Outdoor Recreation Plan, the Fort Ord Reuse Plan, and the City of Marina Parks and Recreation Plan.

The National Park Service (NPS) requires land acquired through the Federal Land to Parks Program be used for "public park and recreational use in perpetuity." The land may be "developed for a single recreational activity, or multiple recreation activities, or be used to support an existing park or recreation area by providing parking or improved access. It may serve as a community center, a neighborhood park, a town square, or a regional or state park" (National Park Service, 2004). The proposed use for the Project Site is consistent with NPS goals as it develops a public park and recreational area serving several recreational purposes. The proposed services will attract individuals and groups throughout the community and beyond and will serve as a community center, a neighborhood park, a recreation hub, and a venue for public and private events.

The California Outdoor Recreation Plan (CORP), as developed by the California State Parks' Planning Division, serves as the master plan for parks, outdoor recreation, and open space for all recreation providers. The CORP states that the goal of all park and recreation providers in California should be meeting the park and recreation needs of all current and future residents.

The Fort Ord Reuse Plan for the City of Marina further defines CORP's broader goals by setting the overall parameters for recreational uses in the former Fort Ord area within which this park is situated. In particular, Objective D for the City of Marina's Recreation Policies and Program is, "Establish a system of community and neighborhood parks which provide recreation opportunities reflective of local community standards" (Fort Ord Reuse Authority, 1997). Objective E reads, "Create opportunities for economic revitalization of the former Fort Ord through encouragement of commercial recreation opportunities in appropriate settings" (1997). Both of these objectives are accomplished in the proposed use.

The Fort Ord Reuse Plan also suggests the City "utilize the existing equestrian center site as a major community open space for the district to provide recreational amenities for the residents" (1997).

The following sub-policy statements in the Recreation and Open Space Element of the Fort Ord Reuse Plan further support the proposed use:

Recreation Policy D-1: The City of Marina shall designate and locate park facilities to adequately serve the current and projected population of Marina within the former Fort Ord for both active recreation as well as to provide for passive uses such as scenic vistas, fish and wildlife habitat, and nature study.

The proposed use for the MEC will provide facilities for active and passive recreation for the current population and accommodate the projected population for the City of Marina, including the expected increase in population related to planned housing developments in the surrounding area.

Recreation Policy D-2: The City of Marina shall develop active parkland within the former Fort Ord which reflects the adopted City of Marina standard of 5 acres of neighborhood/community parks per 1,000 population.

The proposed facility would provide significantly increased access to quality recreation opportunities for this population in a unique park.

Recreation Policy D-3: The City of Marina shall maximize use of existing former military recreation facilities as a catalyst for creation of quality parks and recreation opportunities.

The military used this site for equestrian recreation when Fort Ord was an army base. This proposal would improve currently under-utilized equestrian resources to allow increased public recreational opportunities for both the horse enthusiast and the passive observer. This plan will expand the use of the facilities and create an equestrian and outdoor recreation venue for the 3.3 million tourists annually to the Monterey Peninsula, in addition to its residents.

The California Outdoor Recreation Plan acknowledges one of the major advantages to participating in outdoor recreation and having a more active lifestyle is improved physical health. Safe and attractive facilities that promote physical activities are important to city residents and enhance Marina as an attractive place to live and work. The proposed use includes facilities that support opportunities to maximize the health benefits of active recreation.

The Marina Parks and Recreation Facilities Master Plan (MP&RFMP) mission states "The City of Marina is committed to establishing and maintaining facilities, parks and services that enhance the quality of life for all ages, cultural origins and abilities" (2005). The plan describes a "Community Park" as "a recreation area that provides recreational opportunities for several neighborhoods" and avoids "duplication of facilities already provided in neighborhood parks." The proposed use will serve people of all ages, cultural origins and abilities from neighborhoods throughout the region, and would be unique in size and scope in the City of Marina and the County of Monterey.

In addition, the following statements contained in the document further support the proposed use:

Goal 7: Promote regional and state park and recreational facilities that contribute Marina's evolving role as a visitor-serving/recreational-based destination on the Monterey Peninsula.

Objective 7-2: Explore the development of new regional-based recreational facilities.

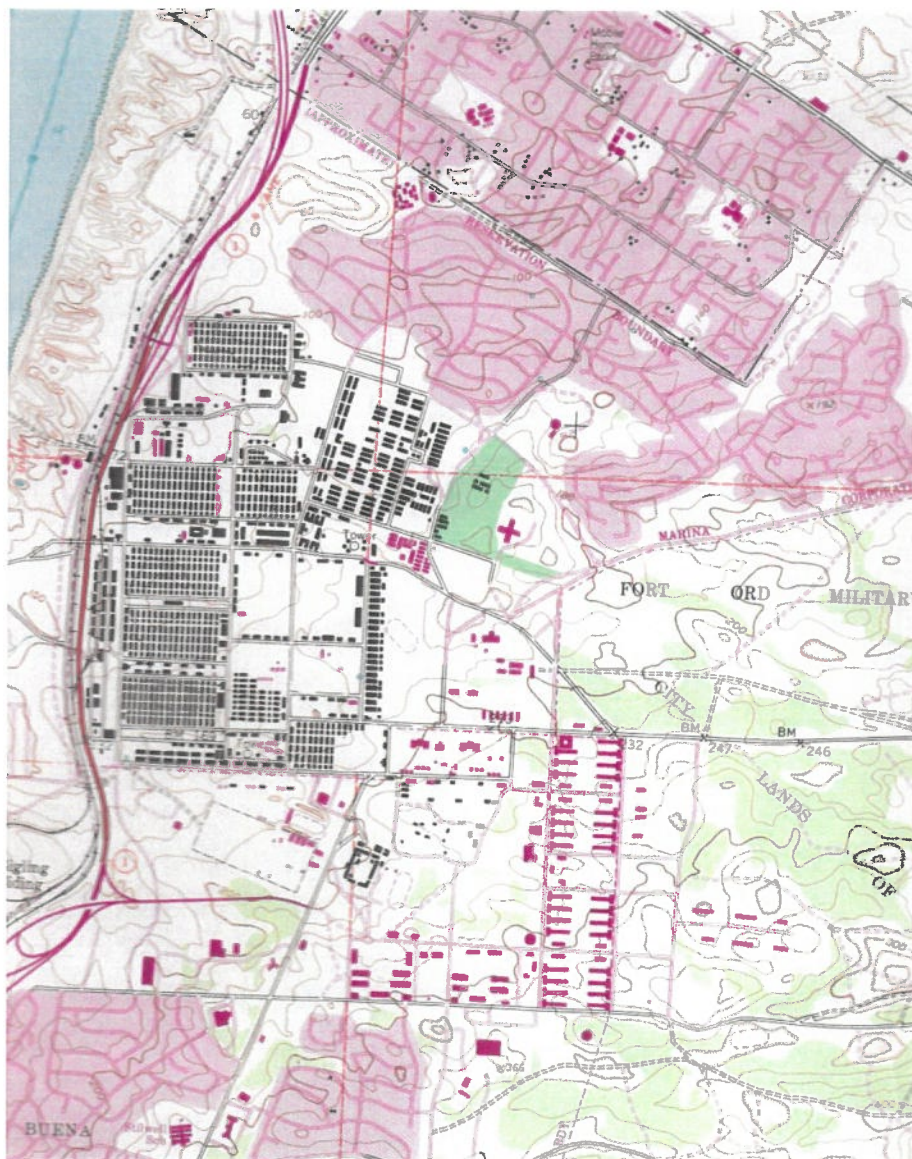
Objective 7-3: Identify opportunities that would enhance Marina's identity and role as a visitor-serving coastal destination.

Policy 7-3: Solicit proposals to develop new, regional based recreational facilities.

Summary

Overall, the proposed project meets or exceeds the approved recreational goals and objectives set forth in the guiding documents that govern the use of the MEC and enables the City of Marina to achieve its recreation and open space objectives. The proposed use provides the City of Marina with a unique and significant public recreational opportunity that is consistent with the community's vision for the future of the City.

United States
Geological
Survey Map
1976

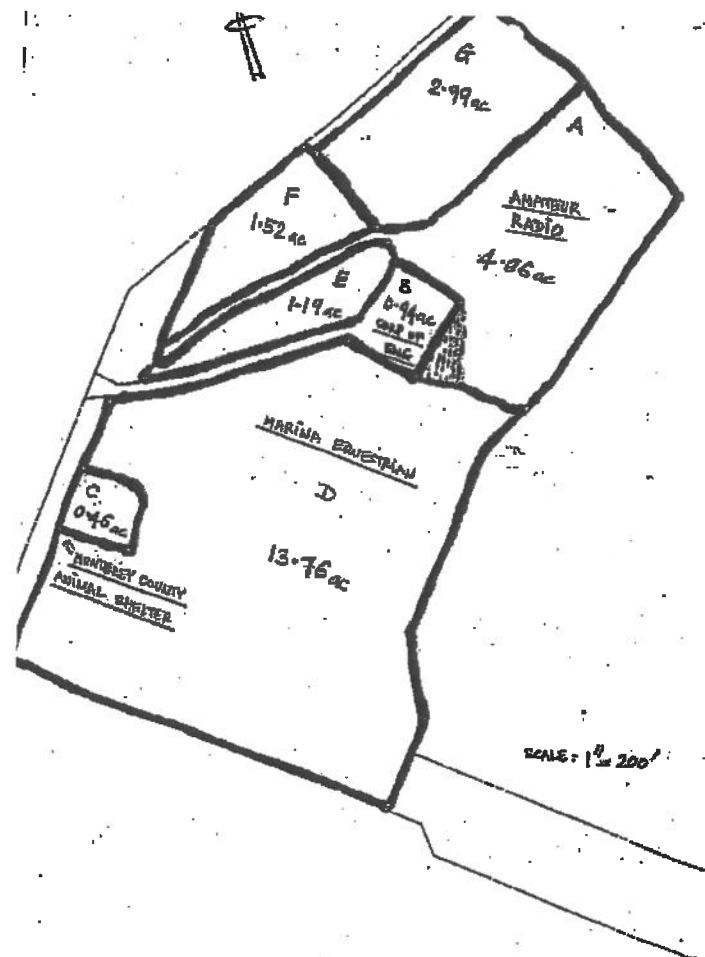


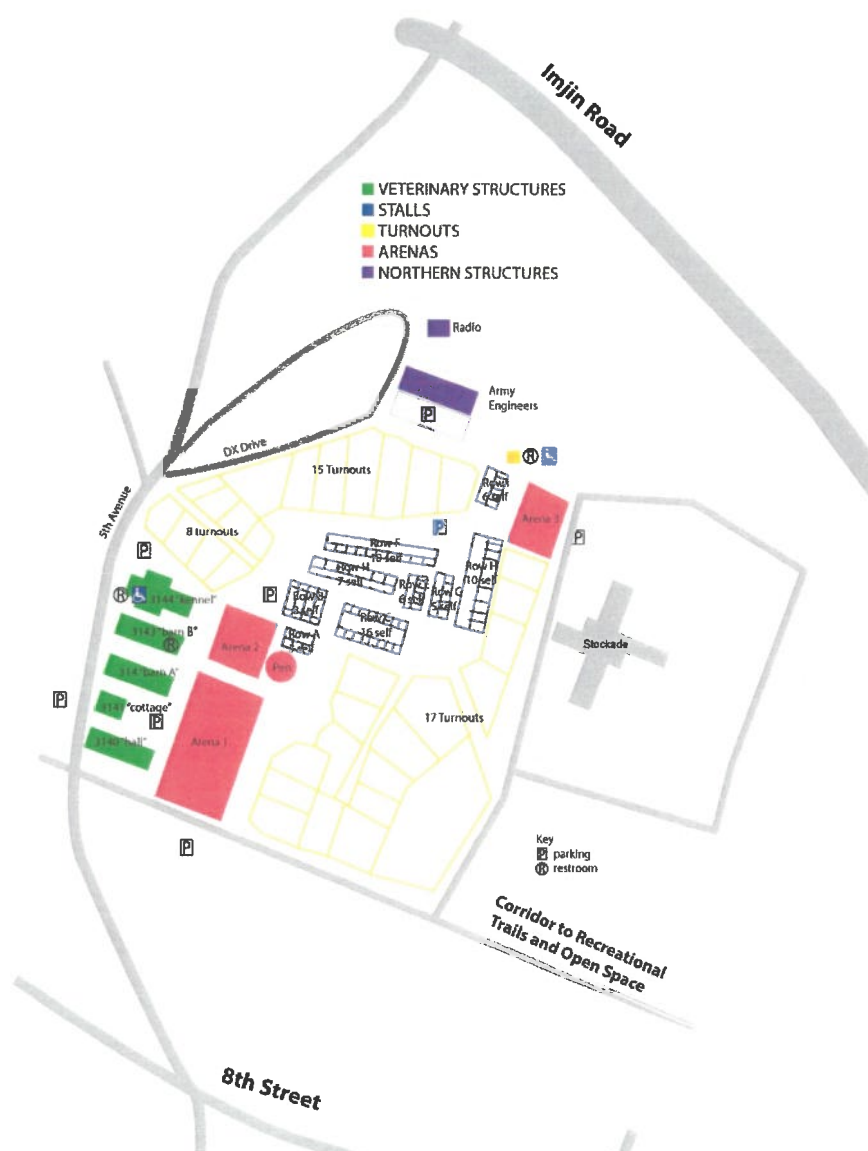




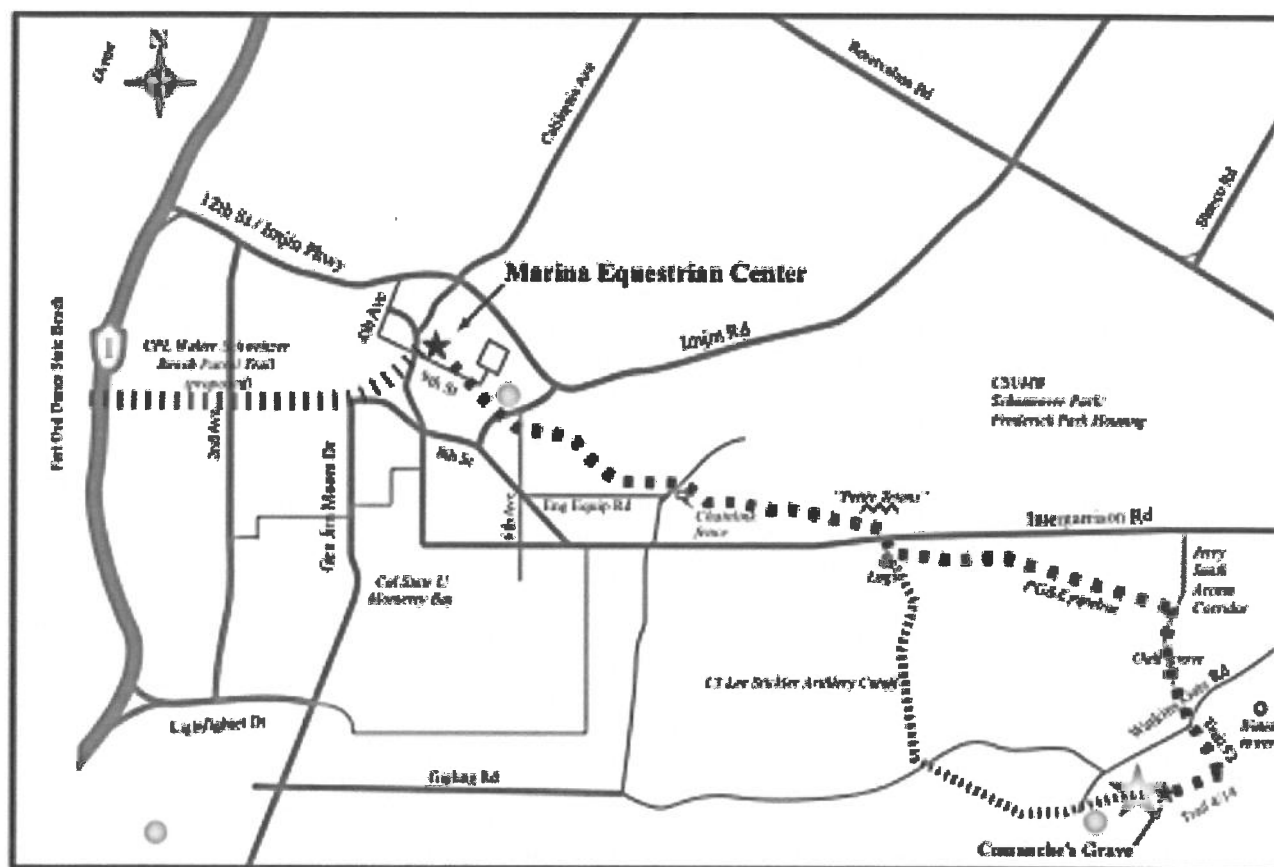
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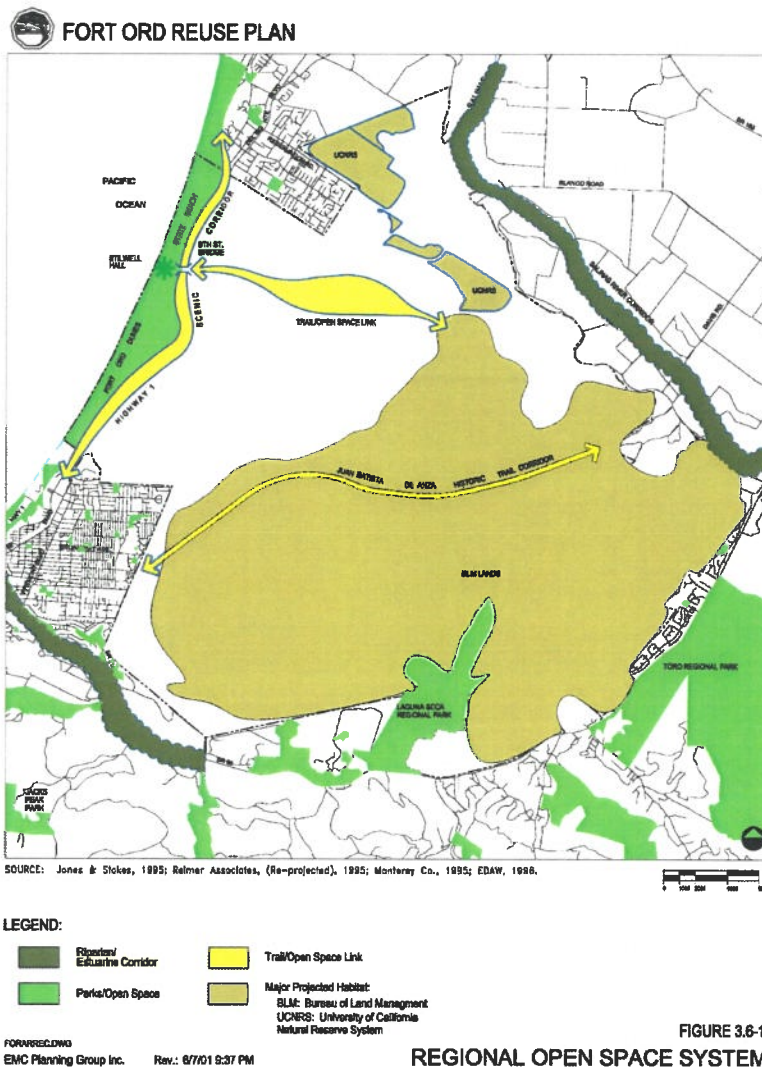
- 14 acres of stables
- Amateur Radio Station
- *Unoccupied* Army Corps of Engineers Building
- *Unoccupied* dog kennel
- 100'-wide trail extending towards open space





Trails from Marina Equestrian Center Trailhead





From: Siegenthaler, David [mailto:david_siegenthaler@nps.gov]
Sent: Thursday, January 12, 2017 5:10 PM
To: Gail Morton; Layne Long
Cc: Terry Siegrist
Subject: Marina Equestrian Center Program of Utilization

In September 2013 we received an updated draft Program of Utilization (POU) for the 27.24-acre Marina Equestrian Center ("MEC POU Approved by Council 7-16-2013"). Since that time we have had several conversations regarding implementation of a Program of Utilization at the site, and our reservations regarding approval of a POU that contained a statement that some areas would still be dedicated to private use. We also understood that there may be some local controversy regarding the highest and best public recreational use to which the property should be put that perhaps the City was still in the process of resolving. In general, however, we find that the proposed utilization plan represents an improved approach to opening the area to public recreational use and would meet NPS requirements for consistency with the terms of the property transfer, with one caveat.

The one area of major concern for us is the private boarding of horses. The first priority, as we understand your POU, would be for stabling horses needed for lessons and rentals, as well as some short-term boarding for visitors coming to the area to use the trails. Those very clearly serve the public park purpose.

Private long-term boarding of horses is not a public recreational use of the site. As we have stated in previous communications, boarding of horses is not precluded as a legitimate public recreational use of the park in certain circumstances. Those circumstances require that boarding of horses be structured such that it is a public use, not one that establishes a long-term right of exclusive occupancy. This requires a fair allocation system for boarding opportunities – such as waiting lists, rotations, and award of limited duration (even if longer than short-term) boarding contracts with no guarantee of renewal that allow broad public use. Boarding of horses for anything more than short-term periods, if allowed at all, should use a small percentage of the boarding space available. The presence of privately owned boarded horses may not impede the public access to and use of the park. Horses owned by a concessionaire that are used for public rental, trail rides, and riding instruction may reside at the stables while in such service. No portion of the park may be dedicated to private use.

The proposed POU remarks that park improvements depend upon income from horse boarding. As stated above and previously, the park is restricted to use only for park and public recreation area purposes. Therefore any activity conducted on the site must be for that purpose. Generation of revenues by a non-public-recreational use may not be justified on the basis of its eventual economic support of the park. Therefore, any boarding that occurs, must be carried out as a public use. Also, under the terms of the deed, any revenues generated on the parkland must be channeled back to park maintenance, operations, and improvements.

With the proviso that the City establishes a suitable plan to make boarding of horses an equitable public park use, we concur in the revised program of utilization presented in the referenced 2013 document.

We assume that any site plans that would alter the facilities or use of the area would be subject to compliance with state and local requirements regarding environmental and cultural resources.

As a reminder, the area must be permanently and clearly signed as land that was received from the federal government for use as a public park. Our current guidance is for the following language: "This park land was acquired through the FEDERAL LANDS TO PARKS PROGRAM of the United States Department of the Interior, National Park Service, for use by the general public".

As you know, any concession or license agreements must be reviewed by the National Park Service for consistency with the terms of the transfer. Leases and granting of easements or any property rights, are not allowed.

Biennial Reports are also required under the terms of the transfer, and should be submitted to NPS by the City of Marina, not by a licensee or concessionaire. They should include reports of park use and condition, revenues and expenditures, capital improvements, management issues, and a certification regarding non-discrimination and use of revenues. We have a standard form available for this purpose.

Please let me know if you have questions or concerns about any of this, and best wishes to you in the next phase of this project.

Sincerely,

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Federal Lands to Parks
Land and Water Conservation Fund
Urban Park and Recreation Recovery Program
National Historic Lighthouse Preservation Program